



**Metropolitan  
Transit  
System**

## **REVISED\* Agenda**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

9:00 a.m.

\*Meeting will be held via webinar\*

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**ACTION  
RECOMMENDED**

1. Roll Call
2. Approval of Minutes - November 18, 2021 Approve
3. Public Comments - Limited to five speakers with three 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.

\*Clerk Note: The action for agenda item 31 was revised for clarity.

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



CONSENT ITEMS

6. [Authorization of Remote Teleconferenced Meetings](#) Approve  
Action would authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings: 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.”
7. [Janitorial Services – Contract Amendments](#) Approve  
Action would 1) Ratify Amendment 19 to MTS Doc. No. G1931.0-16 with NMS Management Inc. (NMS), a Disadvantaged Business Enterprise (DBE), in the amount of \$91,451.67; 2) Ratify Amendment 20 to MTS Doc. No. G1931.0-16 with NMS, in the amount of \$8,316.74; and 3) Authorize the Chief Executive Officer (CEO) to execute Amendment 21 to MTS Doc. No. G1931.0-16 with NMS, in the amount of \$84,207.00 (in substantially the same format as.
8. [Ultrasonic Rail Testing Services – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1602.0-22 with Smith-Emery Laboratories, Inc., for \$691,600.00, for the provision of ultrasonic rail testing services for five (5) years beginning on January 16, 2022.
9. [Anti-Graffiti Window Film \(Installation and Materials\) – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1599.0-22 with Graffiti Shield, Inc., at \$2,606,784.48, for the provision of anti-graffiti window film installation and materials, for seven (7) years beginning on January 1, 2022.
10. [Pronto Operations Technical Support – Contract Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Amendment 9 to MTS Doc. No. G1923.0-16, a Sole Source extension, with Jacobs Engineering Group Inc. (formerly CH2M Hill, Inc.), to provide operations technical support services for the PRONTO fare payment system, in the amount of \$495,963.00 from January 1, 2022 to June 30, 2023.
11. [Beyer Blvd Track and Slope – Fund Transfer](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 101.1 to the Memorandum of Understanding (MOU) between the San Diego Association of Governments (SANDAG) and MTS for the Beyer Blvd. Slope Repair project.

12. [Construction Management \(CM\) Services for South Bay Zero Emission Bus \(ZEB\) Overhead \(OH\) Charging Infrastructure Installation](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2501-CM01 under MTS Doc. No. G2501.0-21, with TRC Engineers Inc. (TRC), for CM services for the ZEB OH Charging Infrastructure Construction Project in the amount of \$796,363.18.
13. [Fleet and Ancillary Equipment Inspections, Maintenance and Repair Services – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1594.0-22 with M Power Truck and Diesel Repair (M Power), for \$457,837.71, for the provision of fleet and ancillary equipment inspections, maintenance and repair services for five (5) years from January 1, 2022 to December 31, 2026.
14. [Green Line Imperial Avenue Transit \(IMT\) Double Track Construction – Contract Award](#) Approve  
Action would the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL337.0-21, with WCGG, a Joint Venture (WCGG) for the IMT Double Track Project in the amount of \$11,458,978.00 plus 10% contingency.
15. [Service and Maintenance of the In-Ground Light Rail Vehicles \(LRV\) Hoists - Sole Source Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL346.0-22, a sole source award to BBM Railway Equipment, for annual inspection, service and maintenance of the In-Ground LRV Hoists in the amount of \$133,090.00 for a period of five (5) years from January 1, 2022 to December 31, 2026.
16. [South Bay Zero Emission Bus \(ZEB\) Overhead \(OH\) Charging Infrastructure Construction – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB333.0-21, with Palm Engineering Construction, for the ZEB OH Charging Infrastructure Construction Project in the amount of \$8,398,242.92 plus 10% contingency.
17. [Douglas Fir Railroad Wood Ties – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1608.0-22, with Gemini Forest Products (Gemini), for Douglas Fir Railroad Wood Ties as detailed in the scope of work, in the amount of \$112,869.45, effective January 1, 2022.
18. [San Diego Metropolitan Transit System \(MTS\) Clean Natural Gas \(CNG\) Fueling Station Operation and Maintenance \(O&M\) Services and Equipment Replacement – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. B0729.0-21, with Trillium USA Company, LLC (Trillium), for CNG Fueling Station O&M Services and Equipment Replacement and upgrades for a six (6) year base period with two 2-year options inclusive of a 10% contingency on equipment, exercisable at MTS's sole discretion, in the

amount of \$13,644,795.35; and 2) Exercise the option periods at CEO's discretion, if deemed to be in the best interest of MTS.

19. [Copley Park Division \(CPD\) Building Revisions – Work Order](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-08 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABCGC), in the amount of \$184,985.01, for CPD building updates including paint, lighting upgrades, and building modifications.
20. [On-Call Services, On-Call Appraisal and General Right-Of-Way \(ROW\) Management Services – Contract Award](#) Approve  
Action would 1) Ratify the Chief Executive Officer's (CEO) execution of Partial Assignment 1 of San Diego Association of Governments (SANDAG) Capacity for On-Call Appraisal and General ROW Services to MTS in the amount of \$100,000.00; 2) Ratify the CEO's execution of master agreement MTS Doc No. G2541.0-22 with Bender Rosenthal Incorporated (BRI) pursuant to the assignment of contract capacity from SANDAG to MTS in the amount of \$100,000.00; 3) Authorize the CEO to execute an additional assignment of SANDAG Capacity for On-Call Appraisal and General ROW Services to MTS in the amount of \$200,000.00; and 4) Authorize the CEO to execute Amendment 1 to master agreement MTS Doc No. G2541.0-22 with BRI pursuant to the assignment of contract capacity from SANDAG to MTS in the amount of \$200,000.00.
21. [Centralized Train Control \(CTC\) System Maintenance Agreement – Sole Source Contract Award](#) Approve  
Action would 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1607.0-22, a Sole Source agreement, with ARINC Incorporated, a part of Collins Aerospace (Collins), in the amount of \$1,568,916.00 for the provision of CTC System Maintenance Services for five (5) years effective January 1, 2022; and 2) Authorize the CEO to execute Work Order Agreement No. 1 (WOA No. 1) to MTS Doc. No. L1607.0-22, with Collins, in an amount not-to-exceed \$452,000.00.
22. [Security Services – Contract Amendment](#) Approve  
Action would approve Amendment No. 1 to MTS Doc. No. G2359.0-20 with Inter-Con Security Services, to authorize the Chief Executive Officer (CEO) to allow On-The-Job Training for Year 1 be a billable expense to MTS.
23. [Update to Board Policy No. 30. Investment Policy](#) Approve  
Action would approve and adopt the updated Board Policy No. 30, Investment Policy.

## CLOSED SESSION

24. a. CLOSED SESSION – THREAT TO PUBLIC SERVICES OR FACILITIES PURSUANT TO GOVERNMENT CODE SECTION 54957 Possible Action  
Consultation with: Sharon Cooney, MTS Chief Executive Officer; Emily Outlaw, MTS Chief Information Officer; Karen Landers, MTS General Counsel; Gary Dexter, MTS Information Security and Intelligence Manager; and Rodrigo Alonso, Information Security and Intelligence Engineer
- b. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6 Possible Action  
Agencies: San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI)  
Employee Organization: International Brotherhood of Electrical Workers, Local 465 (IBEW)  
Employee Organization: Amalgamated Transit Union, Local 1309 (ATU)  
Agency- Designated Representative: Jeffrey M. Stumbo, Chief Human Resources Officer (EEO OFFICER)

## NOTICED PUBLIC HEARINGS

25. None.

## DISCUSSION ITEMS

30. [2022 State and Federal Legislative Program \(Julia Tuer, Mark Watts, Peter Peyser\)](#) Approve  
Action would approve the 2022 State and Federal Legislative Program.
31. [Trolley to Airport Feasibility Study \(Heather Furey and Brent Boyd\)](#) Approve  
Action would receive the report on the Trolley to Airport Feasibility Study, and direct staff to create Capital Improvement Project (CIP) Trolley to the Airport and continue outreach with stakeholders.

## REPORT ITEMS

45. [Fiscal Year \(FY\) 2021 Performance Monitoring Report \(Denis Desmond, Mike Wygant, Wayne Terry\)](#) Informational
46. [Operations Budget Status Report for September 2021 \(Gordon Meyer\)](#) Informational

OTHER ITEMS

- |     |   |               |
|-----|---|---------------|
| 60. | <u>Chair Report</u>   | Informational |
| 61. | <a href="#">Chief Executive Officer's Report</a>  | Informational |
| 62. | <u>Board Member Communications</u>  | Informational |
| 63. | <u>Additional Public Comments Not on the Agenda</u><br>If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. |               |
| 64. | <u>Next Meeting Date:</u> January 20, 2022.   |               |
| 65. | <u>Adjournment</u>  |               |

# DRAFT MINUTES

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

November 18, 2021

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. Note that the meeting was conducted via webinar to comply with public health orders].

1. Roll Call

Chair Fletcher called the Board meeting to order at 9:03 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Chair Fletcher moved to approve the minutes of the October 14, 2021, MTS Board of Directors meeting. Board Member Elo-Rivera seconded the motion, and the vote was 14 to 0 in favor with Board Member Arapostathis absent.

3. Public Comment

*Beatrice Marion* – Made a written and verbal statement to the Board both during and prior to the meeting. Marion asked that the Board advocate on her behalf that would allow her to receive her property compensation settlement.

4. Appointment of San Diego Metropolitan Transit System (MTS) Chairperson (Sharon Cooney)

Chair Fletcher recognized the goals at the beginning of his term which included seeing ridership increases and strategizing for the Elevate 2020 campaign. He acknowledged the focuses of the agency shifted once COVID-19 affected people's way of life. Maintaining service for first responders and assuring employees' safety became priority. He acknowledged that while managing the effects of the pandemic, the agency launched PRONTO, Board Member Montgomery Steppe reformed the agency's security operations, MTS created a recovery action plan and hosted free ride month. Chair Fletcher acknowledged there is more work to be done to restore ridership levels and attain funding. He expressed his desire to continue another term as Chair.

Board Member Elo-Rivera commended the Chair's guidance throughout 2021.

Vice Chair Sotelo-Solis supported the recommendation to elect Chair Fletcher to serve as Chairman for 2022 and 2023 and commended his leadership.

Action on Recommended Consent Items

Board Member Elo-Rivera moved to re-elect Nathan Fletcher as Chairperson for the next term, beginning January 1, 2022 through December 31, 2023. Board Member Montgomery Steppe seconded the motion, and the vote was 13 to 0 in favor with Board Member Arapostathis absent and Chair Fletcher abstaining.

5. Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees For 2022 (Sharon Cooney)

Action would appoint an Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Vice Chair, Chair Pro-Tem as well as MTS and non-MTS committees for 2022.

Action on Recommended Consent Items

Chair Fletcher moved to nominate Chair Fletcher, Board Member Sandke, Board Member Elo-Rivera, Vice Chair Sotelo-Solis and Board Member Whitburn to participate in the Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Vice Chair, Chair Pro-Tem as well as MTS and non-MTS committees for 2022. Board Member Goble seconded the motion, and the vote was 14 to 0 in favor with Board Member Arapostathis absent.

CONSENT ITEMS:

6. Authorization of Remote Teleconferenced Meetings

Action would authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings: 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.”

7. Adoption of the 2022 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule

Action would adopt the 2022 Executive Committee and Board of Directors meeting schedule.

8. Taxicab Advisory Committee – Guideline Revisions

Action would approve the proposed revisions to the Taxicab Advisory Committee Guidelines.

9. Job Order Contracting (JOC) Services - Contract Amendment

Action would authorize the Chief Executive Officer (CEO) to execute Amendment 2 to MTS Doc. No. L1282.0-16 with The Gordian Group totaling \$300,000.00, and extend for an additional five-year period for the continued provision of JOC services.

10. Network Equipment for Network Devices Refresh – Purchase Order

Action would authorize the Chief Executive Officer (CEO) to execute a Purchase Order to AT&T Corp. for the provision of Cisco network equipment for MTS Network Devices Refresh in the amount of \$1,146,769.93.

11. 3rd Party Administration Services for Workers Compensation Benefits Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2460.0-21 with CorVel Enterprise Comp, Inc. for 3rd Party Administration Services for Workers Compensation Benefits Services for a five (5) year base period with five (5) optional 1-year extensions in the amount of \$4,906,919.14.



12. Investment Report – Quarter Ending September 30, 2021
13. Design Services for Iris Rapid Route and Station Infrastructure Improvements – Work Order Amendment  
Action would 1) Ratify Amendment 1 to Work Order WOA2075-AE-54 to MTS DOC No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$96,513.63 to provide right-of-way support for the project; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment 2 to Work Order WOA2075-AE-54 to MTS DOC No. G2075.0-18 with Dokken in the amount of \$10,254.73 for design services and plan updates to include a proposed curb ramp at the Northwest Corner (NWC) of the Coronado Avenue/Beyer Boulevard intersection.
14. Fare Collection (Change Orders for Sage Software, Salesforce Licenses & Pronto Fare Media Card Order) – Contract Amendment  
Action would 1. Ratify Amendment 8 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), in the amount of \$37,816.95; and 2. Authorize the Chief Executive Officer (CEO) to execute Amendment 9 to MTS Doc. No. G2091.0-18, with INIT in the amount of \$166,624.60.
15. Bus Rapid Transit (BRT) – Work Order Agreement  
1) Ratify Work Order MTSJOC324-04 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC), in the amount of \$25,420.13 for the repair of the Light-Emitting Diode (LED) shelter lamps at the Del Lago, Rancho Bernardo, Sabre Springs and Escondido transit centers; 2) Authorize the Chief Executive Officer (CEO) to execute Change Order MTSJOC324-04.01 under JOC to MTS Doc. No. PWG324.0-21 with ABCGC, in the amount of \$85,362.77 for the replacement of the High Intensity Discharge (HID) lamps with LED lamps at the Del Lago transit center and parking lot; and 3) Authorize the CEO to execute Change Order MTSJOC324-04.02 under JOC to MTS Doc. No. PWG324.0-21 with ABCGC, in the amount of \$102,631.43, for the replacement of the HID lamps with LED lamps at the Rancho Bernardo transit center and parking lots.
16. San Ysidro Transit Center Planning & Design/San Ysidro Mobility Hub Planning (Denis Desmond)  
Action would authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 102 to the Memorandum of Understanding (MOU) between the San Diego Association of Governments (SANDAG) and MTS for the San Ysidro Transit Center Planning & Design project in the amount of \$1,250,000.
17. Security and Passenger Safety Community Advisory Group (CAG)  
Action would 1) Approve the revisions to the Security and Passenger Safety Community Advisory Group Guidelines; and 2) Receive the appointments list to the Security and Passenger Safety Community Advisory Group.
18. Downtown Stopover Project  
Action would approve a Fund Transfer Agreement with the San Diego Association of Governments (SANDAG) for the Downtown Stopover Project, including an MTS contribution of \$1.4 million towards the project.

#### COMMENTS – CONSENT ITEMS

Board Member Moreno made a comment on agenda item 16. She acknowledged the needed improvements at the International Border and was eager to see this item on consent. She expressed this item creates short and intermediate term solutions that compliment SANDAG's long term San Ysidro Mobility Hub vision. She commended MTS staff for their collaborative efforts to improve this area.

Board Member Whitburn thanked staff and the Executive Committee for recommending agenda item 18. He acknowledged this item would provide off street parking locations in downtown San Diego where MTS buses could park between service.

#### Action on Recommended Consent Items

Board Member Moreno moved to approve Consent Agenda Item Nos. 6 to 18. Chair Fletcher seconded the motion, and the vote was 14 to 0 in favor with Board Member Arapostathis absent.

#### NOTICED PUBLIC HEARINGS

25. None.

#### DISCUSSION ITEMS:

30. Fiscal Year (FY) 2021 Annual Comprehensive Financial Report (ACFR) (Erin Dunn, Larry Marinesi; Ken Pun and Coley Delaney of The Pun Group)

Erin Dunn, MTS Controller, Larry Marinesi, MTS Chief Executive Officer, along with Ken Pun and Coley Delaney of the Pun Group, presented on the draft FY 2021 ACFR. They outlined the following information: management and auditors' responsibilities, approach to the audit, overview of the financial statements, key pension and Other Postemployment Benefits Plan (OPEB) information, audit results, GASB: upcoming standards and key research projects.

Board Member Sandke 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. Delaney responded yes and that the auditors have direct access to the accounting system. He asked if this was a typical practice. Mr. Delaney responded that it wasn't a very common practice. 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. Delaney 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. Delaney 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. Delaney 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. Delaney responded no. He asked: is it your opinion that this audit and MTS's financial record keeping deserves an unmodified opinion? Mr. Delaney responded yes. He asked: what is the alternative to an unmodified opinion? Mr. Delaney responded there would be either disclaimers, qualifications or adverse opinions. He asked: how many years has your company been conducting financial audits for MTS? Mr. Delaney responded since approximately FY 2005. Lastly, he asked: have you ever found an MTS audit that you did not ultimately conclude that it would be an unmodified opinion? Mr. Delaney responded no.

Action Taken

Informational item only. No action taken.

31. Fiscal Year (FY) 2021 Final Budget Comparison (Gordon Meyer)

Gordon Meyer, MTS Operating Budget Manager presented on the FY 2021 Final Budget Comparison. He reviewed the Comparison to Budget from June 30, 2021 including: federal CARES Act funding, total operating revenues, total operating expenses, total operating variance, subsidy revenue category descriptions, total non-operating activities, total revenues less expenses, 5-year projection, and the contingency reserve balance. He explained the staff recommendation to program the allocation of one-time funding (CARES Act funding) in FY21 to the following: \$800K to fund Board-approved front-line employee bonuses, \$114K to MTS contingency reserve to achieve 12.5% target for FY22, and \$12.5M to CIP 3004100801 to fund new Division Six facility.

Sharon Cooney, MTS Chief Executive Officer, clarified that the numbers presented did not represent a true “surplus”, but rather were the result of staff estimates of the federal CARES Act funding usage ahead of the final amount for the year. The agency over-estimated the CARES Act funding needs during the FY 21 budgeting process and would like to leverage the overage amount to attain federal infrastructure money to accelerate Zero Emission Bus (ZEB) technology.

Board Member Moreno supported bonuses for the agency’s frontline workers. She also supported the allocation of funds for Division Six and ZEB rollout.

Board Member Elo-Rivera asked if the \$12.5 million could be leveraged to receive additional funds. Mike Thompson, MTS Director of Financial Planning and Analysis, replied that the additional \$12.5 million allocation would allow the agency to purchase the land for Division Six. He acknowledged that once the land is purchased, the agency would leverage more federal funding.

Board Member Elo-Rivera asked about the structural budget issue in terms of revenue and increasing ridership. He asked about the agency’s consideration to utilize funds to invest in increased ridership over the long term. Mr. Thompson clarified that the surplus was one-time funding. He acknowledged that the agency has updated the forecast and a report will be presented to the Board at the following meeting. He noted that passenger revenue has been strong in previous months, excluding free ride month. Board Member Elo-Rivera agreed that the current tactic is in the best interest for the agency. He also noted support of any future plans to increase ridership long-term.

Board Member Sandke acknowledged the positive projection in the structural deficit. He emphasized that CARES Act will run out and asked staff about the prognosis on the ability to use the CARES Act and its limitations. He asked why the agency did not project a lesser deficit even with ridership projections surpassing those in 2020. Mr. Thompson replied that the forecast is positive. He noted that all other revenue sources have been restored to pre-pandemic levels with the exception of passenger revenue. He claimed stagnant revenue growth and accelerated expenses, which creates an obstacle for the agency to restore its normal levels.

Ms. Cooney stated that the agency will exhaust other options before it is forced to cut service. She acknowledged possible obstacles and assured the Board that staff would plan as much as possible in order to not disrupt service.

Board Member Goble emphasized that the Mid-Coast line is a point of efficiency that could entice drivers to switch to transit. He asked about the agency's projections for Mid-Coast to be a net contributor to the system. Mr. Thompson confirmed Mid-Coast is a net contributor on the revenue and expense side. He clarified that balance was funded by TransNet and thus the budget balances to a net zero. Ms. Cooney acknowledged that the feeder bus study was conducted to entice riders who had access to transit without a car.

Board Member Goble described Mid-Coast as a more efficient alternative to driving. He also asked about staff's consideration to pay off of pensions with Pension Obligation Bonds since there are low interest rates. Mr. Marinesi stated that MTS is paying off the various pension bonds to mitigate the debt service obligation. Mr. Marinesi noted that the following agenda item would further clarify the unfunded actuarial liability costs.

Board Member Montgomery Steppe supported staff's recommendation. She acknowledged the benefit in increasing ridership with current proposed funding. She noted that if the Board can make decisions based on an analysis of data, then the Board can make more informed decisions regarding how to invest available funds. She asked if any studies have been generated to increase ridership as an agency.

Ms. Cooney acknowledged the agency's peer review for fare box programs. She stated that the biggest obstacle was funding to make up for farebox recovery since transportation agencies are low on the scale of subsidies. While she acknowledged free rides would gain ridership, the agency would not be able to recover \$95 million per year to compensate for lost fare revenue. She noted that this topic would be further discussed during Budget Development Committee discussions.

#### Action Taken

Board Member Moreno moved to approve the staff recommendation to program the allocation of one-time funding in FY21 to the following: \$800K to fund Board-approved front-line employee bonuses, \$114K to MTS contingency reserve to achieve 12.5% target for FY22, \$12.5M to CIP 3004100801 to fund new Division Six facility. Board Member Goble seconded the motion, and the vote was 14 to 0 in favor with Board Member Arapostathis absent.

32. San Diego Transit Corporation (SDTC) Employee Retirement Plan's (Plan) Actuarial Experience Study (Alice Alsberghe of Cheiron Inc. and Larry Marinesi)

Larry Marinesi, along with Alice Alsberghe of Cheiron, presented on the SDTC Employee Retirement Plan's Actuarial Experience Study. They discussed: the overview, cost impact, economic assumptions, mortality assumptions, other assumptions, project financial and funding impact, and staff recommendation to 1) adopt the Actuarial Experience Study of the SDTC's Employee Retirement Plan; and 2) approve the revised actuarial assumptions, including: adopting new mortality rate tables, reducing the investment rate of return assumption from 6.75% to 6.00%, and reducing the inflation assumption from 2.75% to 2.5%.

Board Member Moreno supported the recommendation. She was particularly supportive in the assumed investment rate of return. She suggested lowering our assumed assumption for the

nominal rate of return down to 5%, but supported a decrease to 6%. She listed benefits and potential outcomes for the current market.

Board Member Sandke stated that the mission of the agency is to reach the maximum benefit for every dollar spent. He encouraged the Board to take on a large-scale perspective for this item.

Chair Fletcher agreed with Board Member Sandke's comments and acknowledged the agency navigated through COVID well. He noted the agency's current strides to provide more service with serious budgetary restrictions.

#### Action Taken

Board Member Moreno moved to: 1) adopt the Actuarial Experience Study of the SDTC's Employee Retirement Plan; and 2) approve the revised actuarial assumptions. Chair Fletcher seconded the motion, and the vote was 14 to 0 in favor with Board Member Arapostathis absent.

#### 33. TransNet Operating Fund Shortfall (Sharon Cooney, Karen Landers and Larry Marinesi)

Karen Landers, MTS General Counsel, Sharon Cooney and Larry Marinesi presented on the TransNet operating fund shortfall. They outlined the following information: SANDAG TransNet extension ordinance, 8.1% TransNet operating support fund, 8.1% TransNet operating support fund – shortfall impacts, SANDAG pursuing TransNet extension ordinance changes, proposed ordinance amendments could impact MTS annual operating budget, and the comprehensive TransNet analysis needed. Staff's recommended action included: instructing the Chief Executive Officer (CEO) to prepare a report on TransNet Extension Ordinance revenues and report back to the Board of Directors with MTS-proposed solutions; directing the CEO to register MTS's opposition to the proposed TransNet Extension Ordinance Amendments - Draft Concepts currently under consideration by the San Diego Association of Governments (SANDAG); and authorizing commencement of Mid-Coast trolley operations on November 21, 2021 pending a formal memorandum of understanding (MOU) with SANDAG regarding TransNet operating funding for the net operating costs.

Chair Fletcher commented that the infrastructure of Bus Rapid Transit (BRT) and Mid-Coast was planned with an understanding that there would be funding for operations available through 2048. He acknowledged the poor communication that occurred and refused to sign a MOU for only a five-year commitment. He was concerned about the agency's ability to support current service levels and the impact that would have on the community, particularly with the opening of Mid-Coast. He urged the Board to assure the commitments once made are honored.

Board Member Goble agreed that TransNet Funds should pay for capital improvements and operations. He noted that it was necessary for SANDAG to couple infrastructure with operation funds, and that only a 5-year assurance was distressing.

Board Member Salas agreed with Chair Fletcher's comments. She highlighted SANDAG's lack of communication with MTS and NCTD. She acknowledged the state's mandate to reduce GHG emissions and that Mid-Coast would offer an efficient public transit line along with Bus Rapid Transit. She urged the Board to invest in current infrastructure. She stated that she was not in favor of the draft concepts for TransNet ordinance changes under consideration by SANDAG. She stated that she needed assurance to backfill operational costs scheduled to be obsolete in five years.

Board Member Sandke acknowledged that the ordinance requires consistency with the Regional Plan. He believed that the Regional Plan drives ordinance changes when it should be working closer together to produce something that meets the needs of the region. He stated that instead of conforming to an 8.1% amount, that SANDAG could raise the percentage to an appropriate percentage that recognized the needs of the operators. He stated that agencies should be funded in accordance to the ordinance. He suggested raising the percentage dedicated to operations. Board Member Sandke stated it was necessary to regroup and receive a regional consensus on how to move forward with the operational funding issue.

Ms. Cooney stated that it would not be possible for TransNet to fund the entire Regional Plan. She continued that adding additional projects into the TransNet ordinance would not comprehensively cover the proposed projects in the Regional Plan.

Vice Chair Sotelo-Solis agreed that a review needed to be assessed along with a strategy. She emphasized that all agencies needed an ongoing and candid dialogue to discuss the funding changes and MTS's expectation. She urged the Board to refrain from supporting or opposing a vote until the Board has more details. She suggested that the agency propose its sustained operations funding that would occur after the TransNet funding runs out. She urged for thorough, clear and transparent conversations between all agencies.

Chair Fletcher stated that the agency could not wait until February to take a position, because the draft concepts were being presented to the SANDAG Board. He stated that the Board needed to be able to clearly articulate and be heard at the SANDAG Board meeting tomorrow.

Vice Chair Sotelo-Solis stated that MTS representatives who sit on the committee could advocate to extend the conversation once the data is presented.

Board Member Montgomery Steppe acknowledged that service frequency and coverage are a priority for the agency. She discouraged the Board from formally opposing the draft report, but did mention that the communication and time extension did need to be discussed between agencies. She voiced she was not in support of the second recommendation.

Chair Fletcher assured that he would propose a revised motion for the Board to vote on.

Board Member Whitburn stated his support for SANDAG's vision, however it was more important to support a long-term vision to be properly executed. Board Member Whitburn supported the item.

When asked about reimbursement for Mid-Coast operational costs without an MOU, Ms. Landers acknowledged that unless something is in writing, nothing is binding. SANDAG could decide that until an agreement is executed, they would not pay for operations costs during that gap period. Traditionally the agency has started BRT services without an MOU finalized and SANDAG has reimbursed the agency for its services. She noted that this would be a discretionary decision by Mr. Ikhrata to waive accounting procedures to pay retroactively for services. Chair Fletcher asked about SANDAG's payment responsibilities for Mid-Coast, regardless of today's outcome. Ms. Landers replied they have funding responsibilities under the full funding grant agreement. She was unsure when those retroactive payments would start, but was confident details could be worked out with staff.

John Kirk, SANDAG General Counsel, agreed with Ms. Landers' historical statements about MTS and SANDAG's relationship. He acknowledged that implications of the full funding grant agreement are between SANDAG and the FTA's commitment to operating at certain hours and

service levels. Chair Fletcher stated that he would not like the agency to sign an MOU with a five-year limitation. He was concerned about the financial implications of signing a five-year MOU. A revised list of recommended actions was proposed by Chair Fletcher:

- 1) Instruct CEO to prepare a report on TransNet revenues and projected shortfalls and report back to the Board with MTS-proposed solutions;
- 2) Direct CEO to register MTS position regarding the proposed TransNet Extension Ordinance Amendments – Draft Concepts currently under consideration by SANDAG: That the 8.1% Transit Operating Support funds be prioritized for services that are being operated now (as of November 21, 2021), and that TransNet Ordinance changes should be reviewed in a comprehensive way. Request that SANDAG delay further action until a Comprehensive TransNet Analysis can be conducted, including the opportunity for MTS to substantially participate in the analysis;
- 3) Authorize commencement of Mid-Coast trolley operations on November 21, 2021 pending a formal MOU with SANDAG regarding TransNet operating funding for the net operating costs;
- 4) Do not sign a MidCoast MOU with SANDAG that has a limit of 5 year or less for operating support;
- 5) Encourage SANDAG and MTS staff to work together in a collaborative spirit on TransNet Ordinance changes that may impact MTS operations.

Board Member Montgomery Steppe agreed with the revised motion.

Board Member Elo-Rivera agreed with the revised recommendation.

Board Member Moreno acknowledged the lack of communication was concerning. She acknowledged that the region needs a new funding mechanism. She supported SANDAG's request for a delay and she asked both MTS and SANDAG Boards to review all of the implications and ramifications. She supported the revised motion.

Board Member Salas supported the revised recommendation.

Board Member Sandke supported the revised recommendation.

Ms. Cooney was confident that when money is scarce, conversations like the one presented today take place and the agencies are able to come to a middle ground and work collaboratively together.

Chair Fletcher clarified he was transparent and direct about his initial thoughts about the situation with the CEO and Chair of SANDAG.

#### Action Taken

Chair Fletcher moved to 1) Instruct CEO to prepare a report on TransNet revenues and projected shortfalls and report back to the Board with MTS-proposed solutions; 2) Direct CEO to register MTS position regarding the proposed TransNet Extension Ordinance Amendments – Draft Concepts currently under consideration by SANDAG: That the 8.1% Transit Operating Support funds be prioritized for services that are being operated now (as of November 21, 2021), and that TransNet Ordinance changes should be reviewed in a comprehensive way. Request that SANDAG delay further action until a Comprehensive TransNet Analysis can be

conducted, including the opportunity for MTS to substantially participate in the analysis; 3) Authorize commencement of Mid-Coast trolley operations on November 21, 2021 pending a formal MOU with SANDAG regarding TransNet operating funding for the net operating costs; 4) Do not sign a MidCoast MOU with SANDAG that has a limit of 5 year or less for operating support; and 5) Encourage SANDAG and MTS staff to work together in a collaborative spirit on TransNet Ordinance changes that may impact MTS operations. Board Member Sandke seconded the motion, and the vote was 14 to 0 in favor with Board Member Arapostathis absent.

REPORT ITEMS:

45. Fiscal Year (FY) 2021 Performance Monitoring Report (Denis Desmond, Mike Wygant, Wayne Terry)

The Board waived the staff report for this item and will be taken at the next, regularly scheduled MTS Board of Directors meeting.

OTHER ITEMS:

60. Chair Report

There was no Chair report.

61. Chief Executive Officer's Report

Ms. Cooney acknowledged she travelled to the California Transportation Association (CTA) Annual Conference in Sacramento. She noted she was appointed Vice-Chair of the organization and staff hosted various panels. She also noted her attendance at the American Public Transportation Association (APTA) conference to receive the APTA Gold ward for MTS's response to the COVID-19 pandemic.

62. Board Member Communications

There were no Board Member communications.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is December 16, 2021.

CLOSED SESSION (ITEMS TAKEN OUT OF ORDER):

24. Closed Session Items

The Board convened to Closed Session at 11:27 a.m.

- a. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code Section 54957.6  
Agencies: San Diego Transit Corporation ("SDTC"), San Diego Trolley, Inc. ("SDTI")  
Employee Organization: International Brotherhood of Electrical Workers, Local 465 ("IBEW")  
Employee Organization: International Association of Sheet Metal, Air, Rail, And Transportation Workers ("SMART")



Employee Organization: Transit Enforcement Officers Association (“TEOA”)

Employee Organization: Amalgamated Transit Union, Local 1309 (“ATU”)

Agency- Designated Representative: Jeffrey M. Stumbo, Chief Human Resources Officer (EEO Officer)

The Board reconvened to Open Session at 11:45 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report from negotiators and gave instructions.

65. Adjournment

Chair Fletcher adjourned the meeting at 11:46am.

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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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 18, 2021 CALL TO ORDER (TIME): 9:03am  
 RECESS: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 CLOSED SESSION: 11:27am RECONVENE: 11:45am  
 PUBLIC HEARING: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 ORDINANCES ADOPTED: \_\_\_\_\_ ADJOURN: 11:46am

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
FLETCHER	<input checked="" type="checkbox"/>	(Vargas)	<input type="checkbox"/>	9:03am	11:46am
SOTELO-SOLIS	<input checked="" type="checkbox"/>	(Bush)	<input type="checkbox"/>	9:03am	11:46am
AGUIRRE	<input checked="" type="checkbox"/>	(Leyba-Gonzalez)	<input type="checkbox"/>	9:03am	11:46am
ELO-RIVERA	<input checked="" type="checkbox"/>	(LaCava)	<input type="checkbox"/>	9:03am	11:46am
FRANK	<input checked="" type="checkbox"/>	(Mullin)	<input type="checkbox"/>	9:03am	11:46am
GALVEZ	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:03am	11:46am
GASTIL	<input type="checkbox"/>	(Mendoza)	<input checked="" type="checkbox"/>	9:04am	11:46am
GLORIA	<input type="checkbox"/>	(Whitburn)	<input checked="" type="checkbox"/>	9:03am	11:46am
GOBLE	<input checked="" type="checkbox"/>	(Ortiz)	<input type="checkbox"/>	9:03am	11:46am
HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:03am	11:46am
MONTGOMERY STEPPE	<input checked="" type="checkbox"/>	(Von Wilpert)	<input type="checkbox"/>	9:03am	11:46am
MORENO	<input checked="" type="checkbox"/>	(Campillo)	<input type="checkbox"/>	9:03am	11:46am
SALAS	<input checked="" type="checkbox"/>	(Cardenas)	<input type="checkbox"/>	9:03am	11:46am
SANDKE	<input checked="" type="checkbox"/>	(Bailey)	<input type="checkbox"/>	9:03am	11:46am
ARAPOSTATHIS	<input type="checkbox"/>	(Shu)	<input type="checkbox"/>	-	-

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez



**Metropolitan  
Transit  
System**

## **Agenda Item No. 6**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

SUBJECT:

AUTHORIZATION OF REMOTE TELECONFERENCED MEETINGS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings:

- 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and
- 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.” (Attachment A)

### Budget Impact

None with this action.

DISCUSSION:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending the teleconferencing rules set forth under the Ralph M. Brown Act (Brown Act), Government Code Section 54950 et seq. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, clarifying the suspension of the teleconferencing rules set forth in the Brown Act, noting that those provisions would remain suspended through September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361, which allows legislative bodies subject to the Brown Act to continue meeting by teleconference, provided they make certain findings, including that meeting in person would present imminent risks to the health or safety of attendees. AB 361 requires that certain findings be made by the legislative body every 30 days.



The purpose of this agenda item is for the MTS Board of Directors to make findings supporting the continuation of a teleconference option for Board or committee members and for teleconference attendance by members of the public at MTS Board and committee meetings consistent with the requirements of AB 361.

AB 361 added subdivision (e) to Government Code section 54953 (emphasis added), providing for streamlined teleconference attendance at public meetings subject to the Brown Act, subject to the governing board making specified findings:

**(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:**

**(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.**

**(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.**

**(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.**

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

**(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:**

**(A) The legislative body has reconsidered the circumstances of the state of emergency.**

**(B) Any of the following circumstances exist:**

**(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.**

**(ii) State or local officials continue to impose or recommend measures to promote social distancing.**

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

\*\*\*

The circumstances set forth in Government Code section 54953(e)(1)(A) and (e)(3) still apply and support the continuation of a teleconference option for Board or committee members and for teleconference attendance by members of the public at MTS Board and committee meetings for the upcoming 30-day period. Staff recommends that the Board make the following findings:

- 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and
- 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.” (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. September 23, 2021 County of San Diego Health Officer Teleconferencing Recommendation



# County of San Diego

**NICK MACCHIONE, FACHE**  
AGENCY DIRECTOR

**HEALTH AND HUMAN SERVICES AGENCY**  
PUBLIC HEALTH SERVICES

**WILMA J. WOOTEN, M.D.**  
PUBLIC HEALTH OFFICER


## HEALTH OFFICER TELECONFERENCING RECOMMENDATION

COVID-19 disease prevention measures, endorsed by the Centers for Disease Control and Prevention, include vaccinations, facial coverings, increased indoor ventilation, handwashing, and physical distancing (particularly indoors).

Since March 2020, local legislative bodies—such as commissions, committees, boards, and councils—have successfully held public meetings with teleconferencing as authorized by Executive Orders issued by the Governor. Using technology to allow for virtual participation in public meetings is a social distancing measure that may help control transmission of the SARS-CoV-2 virus. Public meetings bring together many individuals (both vaccinated and potentially unvaccinated), from multiple households, in a single indoor space for an extended time. For those at increased risk for infection, or subject to an isolation or quarantine order, teleconferencing allows for full participation in public meetings, while protecting themselves and others from the COVID-19 virus.

Utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease. This recommendation is further intended to satisfy the requirement of the Brown Act (specifically Gov't Code Section 54953(e)(1)(A)), which allows local legislative bodies in the County of San Diego to use certain available teleconferencing options set forth in the Brown Act.

September 23, 2021

  
\_\_\_\_\_  
Wilma J. Wooten, M.D., M.P.H.  
Public Health Officer  
County of San Diego



**Metropolitan  
Transit  
System**

## Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

SUBJECT:

JANITORIAL SERVICES – CONTRACT AMENDMENTS

RECOMMENDATION:

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

- 1) Ratify Amendment 19 to MTS Doc. No. G1931.0-16 with NMS Management Inc. (NMS), a Disadvantaged Business Enterprise (DBE), in the amount of \$91,451.67 (Attachment A);
- 2) Ratify Amendment 20 to MTS Doc. No. G1931.0-16 with NMS, in the amount of \$8,316.74 (Attachment B); and
- 3) Authorize the Chief Executive Officer (CEO) to execute Amendment 21 to MTS Doc. No. G1931.0-16 with NMS, in the amount of \$84,207.00 (in substantially the same format as Attachment C).

### Budget Impact

The total budget for this project shall not exceed \$8,950,890.59, which includes the total cost for Amendments 19, 20 and 21 in the amount of \$183,975.41. This project is funded by the Light Rail Vehicle (LRV) Operations Budget 350016-571210.

Description	Amount
Current Board Approved Amount	\$8,766,915.18
<i>Ratify Amendment 19</i>	<i>\$91,451.67</i>
<i>Ratify Amendment 20</i>	<i>\$8,316.74</i>
<i>Approve Draft Amendment 21</i>	<i>\$84,207.00</i>
<b>New Board Approved Amount</b>	<b>\$8,950,890.59</b>





DISCUSSION:

On November 10, 2016 (AI 12), the MTS Board approved a contract with NMS Management to provide janitorial services for San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI) buildings and the LRV fleet. Should there be new locations or additional services required, MTS amends the contract in order to ensure they are included. The contract included a 3-year base period, from January 1, 2017 to December 31, 2019, plus three 1-year option periods, with the final option period terminating on December 31, 2022.

MTS Board Policy No. 41 gives the CEO spending authority up to \$100,000.00. Under this authority, the CEO authorized Amendments 19 and 20:

1. Ratify Amendment 19:

With the opening of Mid-Coast, this amendment added University Towne Center (UTC) Transit Center porter services from November 21, 2021 to December 31, 2022. Contractor furnishes one staff person to provide day janitorial services on LRVs as they layover from 8:30 a.m. – 5:00 p.m., seven (7) days a week.

This amendment also adds cleaning services in the Maintenance of Way (MOW) training room used for roadway worker protection training, from October 21, 2021 to December 31, 2022.

MTS staff estimate was \$133,277.60. The Contractor's proposal was \$91,451.67, a cost that staff deemed fair and reasonable.

2. Ratify Amendment 20:

With the opening of Mid-Coast, this amendment added UTC Transit Center and Nobel Transit Center parking structures janitorial services from November 21, 2021 to December 31, 2021. Cleaning includes trash removal and recycling, graffiti removal, parking lot sweeping, elevator cleaning and power washing.

MTS staff estimate was \$11,300.47. The Contractor's proposal was \$8,316.74, a cost that staff deemed fair and reasonable.

3. Approve Amendment 21:

MTS is extending janitorial services at the UTC Transit Center and Nobel Transit Center parking structures from January 1, 2022 to December 31, 2022.

MTS staff estimate was \$121,731.55. The Contractor's proposal is \$84,207, a cost that staff deemed fair and reasonable.

The overall contract cost is summarized below:

Date	Description	Amount
11/10/16	Board approved amount for base term	\$3,990,618.63
11/10/16	Board approved amount for option term	\$4,111,539.10
07/25/19	Board approved Amendments 1 to 9	\$171,057.07
05/14/20	Board approved Amendments 10 to 13	\$143,083.74
07/30/20	Board approved Amendments 14, 15 and 16	\$162,362.30
11/12/20	Board approved Amendments 17 and 18	\$188,254.34
12/16/21	<i>Board to ratify Amendments 19 and 20</i>	<i>\$99,768.41</i>
12/16/21	<i>Board to approve Amendment 21</i>	<i>\$84,207.00</i>
<b>New Not-To-Exceed Contract Amount</b>		<b>\$8,950,890.59</b>

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Amendment 19 to MTS Doc. No. G1931.0-16 with NMS, a DBE) in the amount of \$91,451.67 (Attachment A);
- 2) Ratify Amendment 20 to MTS Doc. No. G1931.0-16 with NMS, in the amount of \$8,316.74 (Attachment B); and
- 3) Authorize the CEO to execute Amendment 21 to MTS Doc. No. G2091.0-18 with NMS, in the amount of \$84,207.00 (in substantially the same format as Attachment C).

/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 19, MTS Doc. No. G1931.0-16  
B. Amendment 20, MTS Doc. No. G1931.0-16  
C. Amendment 21, MTS Doc No. G1931.0-16 Draft



**Metropolitan  
Transit  
System**

## **Amendment 19**

October 15, 2021

MTS Doc No. G1931.19-16

### **JANITORIAL SERVICES**

NMS Management, Inc.  
David Guaderrama  
President  
155 West 35<sup>th</sup> St., Suite D  
National City, CA 91950

This shall serve as Amendment No.19 to the original agreement G1931.0-16 as further described below.

### SCOPE

Contractor has been providing janitorial services to San Diego Transit Corporation (SDTC) & San Diego Trolley Inc., (SDTI) buildings; and the Light Rail Vehicle (LRV) fleet since January 1, 2017.

According to the agreement, MTS will inform Contractor should new locations need to be added to the list, and an amendment to the contract will be issued under the contracted terms.

Under this amendment, MTS is adding the following locations/services:

1. MOW training room effective October 21, 2021.

The scope of work and costs are attached as Exhibit A.1.

2. Under Section B.2.8 of the original agreement (Cleaning LRVs at Terminal Station), MTS is adding the UTC Transit Center effective November 21, 2021. Contractor shall furnish one (1) staff person to provide day porter services on LRVs as they layover from 8:30 a.m. – 5:00 p.m., seven (7) days a week.

The scope of work is per Section B.2.8 of the agreement, and the costs are attached as Exhibit A.2.

### SCHEDULE

There are no changes to the termination date of the contract which remains December 31, 2022.



PAYMENT

This contract amendment shall authorize additional costs not to exceed \$91,451.67. The breakdown is as follows:

1. Add MOW Training Room for \$4,617.47.
2. Add day porter services at UTC is \$86,834.20.


The total value of this contract including this amendment shall be in the amount of \$8,858,366.85. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

  
\_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

Agreed:

  
\_\_\_\_\_  
David Guaderrama, President  
NMS Management, Inc.

Date: 10/20/21

Attachment:

- A. MOW Training Room (A.1); Day Porter Services at UTC Transit Station (A.2)

cc. A. Goddard, F. Byle, Procurement File

**EXHIBIT A.1**  
**ADD MOW TRAINING ROOM**

**SCOPE OF WORK**

**MAINTENANCE OF WAY (MOW) CLASSROOM CLEANING**

**1. LOCATION OF WORK**

MTS requires the Contractor to provide janitorial services on a regularly scheduled basis for Maintenance of Way Classroom, attached to the MTS Parking Garage at 1255 Imperial Ave, San Diego, CA 92101.

**2. TIME AND FREQUENCY TO CONDUCT WORK**

Cleaning will be done after 10:00 a.m. and before 3:00 p.m., one (1) day per week, on either Tuesday, Wednesday or a Thursday, fifty-two (52) days per year.

**3. GENERAL DESCRIPTIONS**

Classroom is attached to MTS Parking Facility. Walls at the building location are painted. In general, the buildings have vinyl and tile floors.

Items and areas requiring janitorial services include but are not limited to:

Air Vents	Doors	Floors	Walls	Door Frames	Floorboards
Chairs	Sinks / Basins	Restrooms	Restroom Floors	Restroom Fixtures	
Classrooms	Hallways	Counter Tops	Outside Windows		Lockers
Door Window Panes (Inside & Outside)			Interior Wall Windows		Offices

The following tasks are described with a general expectation of the how to properly complete the task and the types of items or situations which require notification to the Contractor's Supervisor and/or the MTS PM. These tasks shall be performed independent of MTS' supervision, direction, or control:

**A. Flooring:**

- i. Floor surfaces shall be swept clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture, or behind doors.
- ii. All resilient and hard floor areas shall be damp mopped and spray buffed so that after mopping they are clean and free of dirt, water streaks, rust stains, mop marks, gum, grease, tar, etc., in order to present an overall appearance of cleanliness.

**B. Floor Mats:**

Floor mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. The Contractor shall remove soil and moisture from underneath entrance mats and return the mats to their normal location.

**C. Trash Removal:**

The Contractor shall empty, and return to their initial location, all wastebaskets and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed by the Contractor. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall in or around the facility or grounds during removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers at the site.

D. Low Dusting:

The Contractor shall thoroughly dust all horizontal surfaces of furniture and cleared desk tops, so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment, and from ledges, window sills, hand rails, etc., to a line up to eighty-four (84") inches above the floor level. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, smudges, or streaks on dusted surfaces caused by dusting tools. Note: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas. The Contractor shall not dust typewriters, computers, business machines, and equipment similar in nature.

E. Glass Cleaning:

The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim, partitions and bookcases and any other glass approximately seventy (70") inches off the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, or water. Glass shall not be cloudy.

F. Spot Cleaning:

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. The Contractor shall use germicidal detergent in restrooms, locker rooms, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall have a uniform appearance and be free of stains, spots, and evidence of soil.

G. Restrooms/Locker Rooms:

- i. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent followed by a clean water rinse.
- ii. The Contractor shall de-scale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Contractor shall hot water power wash restroom floors and shower stalls on a weekly basis.
- iii. The Contractor shall keep on hand, and resupply as necessary, restrooms/locker rooms with toilet paper, paper towels, and hand soap, so that after resupplying, the rooms are stocked. Contractor shall keep on hand a minimum quantity of supplies as annotated in the agreement.

H. High Cleaning:

High cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over eighty-four (84") inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, overhead piping, vertical surfaces, air-conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

I. Window Surfaces:

The Contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

J. Light Fixtures:

The Contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

K. Venetian Blinds:

Both sides of venetian blind slats shall be dusted with a dry cloth, so that after dusting, no dust or lint remains.

Wash all venetian blinds in building. Clean cords. Report any defective cords to the MTS PM in accordance to the reporting requirements annotated in the monthly summary report. Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

L. Refrigerators:

All refrigerators located in the common area break rooms shall be cleaned so that there are no drips, spills, or other food or debris on the walls, shelves or floor of the refrigerator. The top of the refrigerator shall be cleaned so that no dust, dirt, or debris remains. The insulating seals on the refrigerator shall be cleaned so that no spills, dirt, dust or other debris remain and the seal is clean all the way around the door. The air vent on the bottom and/or back of the refrigerator shall be cleaned so that no dust, dirt, or debris remains and the air is able to circulate freely.

M. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times)

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids.

Contractor has articulated the procedures that will be followed to clean bodily fluids from LRVs, consistent with current industry standards and meeting all OSHA standards.

By submitting a proposal, Contractor has certified that it shall train its staff assigned on this contract on these procedures.

**4. WEEKLY LOG LOG:**

The Contractor shall maintain a "Daily Log" certifying performance of scheduled services. The "Daily Log" shall include a checklist of scheduled duties and the date and time services were performed. In addition, the "Daily Log" shall include space for reporting site discrepancies found during routine cleaning. Discrepancies reported shall include, at a minimum, burnt out light fixtures, broken and unserviceable equipment, safety hazards, and/or any other information the Contractor feels should be included. The Contractor shall notify the MTS PM, as soon as possible, any/all site discrepancies found during routine cleaning that could reasonably pose a potential safety hazard or security risk.

**5. MONTHLY SUMMARY REPORT**

A monthly "Summary Report" of the "Daily Logs" for each building shall be submitted to the MTS PM on the last Friday of each month. This "Summary Report" shall be certified by the Contractor verifying services recorded on the "Daily Log" have been performed and are in accordance to the contract terms. In addition, the Contractor shall include all discrepancies



identified during the reporting period and corrective measures taken to remedy the situation in this report.

## 6. CLEANING AND JANITORIAL SUPPLIES

MTS will provide a storage area to accommodate cleaning and janitorial supplies in each building. The Contractor may choose to neatly store materials in additional janitor closets designated for that purpose. At each storage location, Minimum Inventory Lists (MIL) and product Material Safety Data Sheets (MSDS) shall be maintained and available for inspection. The Contractor will ensure that a ready supply not less than the quantities listed below is available at each building.

The following items are to be supplied by the Contractor and reflect the minimum quantities to be on hand during the performance of this contract:

- A. Toilet Tissue - shall be 2-ply with a non-slick surface as approved by the Maintenance Department Manager.
- B. Multifold Towels / Roll Towels - shall be supplied to fit roll and multifold dispensers.
- C. Toilet Seat Covers - shall be the flushable type.
- D. Liquid Hand Soap - shall be a heavy detergent type, anti-bacterial (not a dishwashing liquid) as approved by the Maintenance Department Manager.
- E. Trash Can Liners (Small) – shall be clear unscented bags.
- F. Trash Can Liners (Medium) – shall be clear unscented bags.
- G. Trash Can Liners (Large) – shall be clear unscented bags.
- H. Room Deodorizer – Neutral clean smelling room deodorizer.
- I. Scouring Powder - for sinks and stools shall be a heavy-duty non-abrasive type.
- J. Stainless Steel Cleaner - shall be of a type specifically designed to clean and polish stainless steel surfaces.
- K. Toilet Bowl Cleaner - shall contain an acid cleaner to remove calcium deposits and be pleasantly scented.
- L. Soap for Mopping Floors - shall be pleasantly scented.

The following are approximate yearly commodity usage figures:

Item Description	Case/QTY	A	B	C
		Usage/Yr	Usage/Yr	Usage/Yr
2-ply Tissue Roll	96	151 cases	151 cases	151 cases
Multifold Towels	20/200	421 cases	421 cases	421 cases
Toilet Seat Covers	20/250	32 cases	32 cases	32 cases
Liquid Hand Soap	4 gal.	40 cases	40 cases	40 cases
Trash Can Liner (Small)	1000	10 cases	10 cases	10 cases
Trash Can Liner (Med)	100	79 cases	79 cases	79 cases
Trash Can Liner (Large)	100	345 cases	345 cases	345 cases
Room Deodorizer	1 gal.	270 gal.	270 gal.	270 gal.

Item Description	Case/QTY	A	B	C
		Usage/Yr	Usage/Yr	Usage/Yr
Dish Washing Soap	1 gal.	325 gal.	325 gal.	325 gal.
<b>Incidentals:</b>				
Floor Wax	5 gal.	2 cases	2 cases	2 cases
Scouring Powder	4 cans	8 cases	8 cases	8 cases
Stainless Steel Cleaner	4 cans	7 cases	7 cases	7 case
Urinal Strainers / Deodorant Blocks	25 each	2 case	2 case	2 case
Toilet Bowl Cleaner	1 qt.	156 qt.	156 qt.	156 qt.
Floor Soap	2 gal.	21 cases	21 cases	21 cases

**NOTE:** Please be advised the above usage figures are approximations to assist in preparing proposal. They do not reflect guaranteed usage by MTS.

**BREAKDOWN OF WEEKLY, BI-MONTHLY, MONTHLY, QUARTERLY, AND BI-ANNUALLY CONDUCTED SERVICES**

**1. MAINTENANCE OF WAY CLASSROOM**

**A. Coffee area / Offices / Hallways / Classroom / Etc.**

- i. Weekly
  - a. Spot clean inside and outside entrance glass.
  - b. Gather all trash for disposal. Replace liners if needed.
  - c. Sweep, dust mop, and damp mop hard surface floors. When mopping floors, Contractor must have "wet floor" or "caution" safety signs to alert others and avoid slip and falls.
  - d. Spot clean glass in partitions and doors.
  - e. Empty waste baskets and insert new plastic liners.
  - f. Feather dust desks, bookcases, file cabinets, chairs and office machines. Dust around papers, organizers, etc. Do not dust if containers with liquids are present. Do not dust smoke detectors.
  - g. Maintain janitorial closet in a clean and orderly fashion.
  - h. Perform all high, low, and perimeter dusting.
  - i. Remove fingerprints and marks from doors and light switches.
  - j. Thoroughly dust cleared areas of desks, counters, tables, etc.
  - k. Carefully clean spots on walls.
  - l. Hot water power-wash with warm soapy water and disinfectant all restroom and shower stalls.
- ii. Monthly
  - a. Spot clean kick plates and baseboards.
  - b. Feather dust all mini and vertical blinds.
  - c. Vacuum all ceiling vents.
- iii. Quarterly (March, June, September, December)

Wash walls, doors, and frames in all halls and stairwells.
- iv. Semi-Annually (March and September)

Wash interiors and exteriors of outside windows.

**B. Coffee Stations**

- i. Weekly
  - a. Wipe down exterior of refrigerator, vending machines, and cabinets.
  - b. Spot clean walls, doors, etc. for marks and fingerprints.
- ii. Monthly

Wipe down interior of refrigerators and discard perishable foods.
- iii. Quarterly (March, June, September, December)

Wash walls, doors, and frames.
- iv. Bi-Annually (March, September)
  - a. Wash interiors and exteriors of outside windows.
  - b. Replenish all supplies.

**C. Restrooms / Showers / Locker Rooms (As Applicable to Each Building)**

- i. Weekly
  - a. Empty trash, sanitize container, and replace liners.

- b. Sweep, damp mop, and sanitize floors. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- c. Clean and sanitize all toilets, urinals, sinks, and counters. All urinals must have deodorant screens.
- d. Clean and refill all dispensers, toilet paper, soap, towels, etc.
- e. Clean and sanitize fixtures, mirrors, and polish chrome fittings.
- f. Spot clean walls, partitions, doors, and light switches.
- g. Clean sanitary containers as required.
- h. Clean and sanitize showers.
- i. Clean interior and exterior of glass doors.
- j. Scrub brush with hot soapy water and mop restroom floors. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- k. Sweep cove base and wet mop with warm soapy water.
- l. Clean each wash basin with scouring powder.
- m. Wash and disinfect stool seats and urinals.
- n. Empty waste paper and women's sanitary refuse containers and insert new liners.
- o. Fill paper towel, toilet paper, and paper seat cover holders.
- p. Wipe dry washbasins and fixtures after cleaning.
- q. Replenish all supplies.
- r. Sweep and wet mop lunchroom with warm soapy water. When mopping floors, Contractor must have “wet floor” or “caution” safety signs to alert others and avoid slip and falls.
- s. Clean each basin and wipe dry after cleaning.
- t. Empty waste baskets and insert new plastic liners.
- u. Dust all horizontal surfaces including tops of lockers if clear.
- v. Thoroughly sanitize walls and partitions.
- w. Pour water down drains to prevent sewer gases from escaping.
- x. Brush down ceiling vents.
- y. Hot water pressure-wash with warm soapy water and disinfectant all restrooms and shower stalls.

**D. SUMMARY OF BUILDING**

Interior areas to be cleaned at all locations are the walls, doors, and floors including the elevators, stairwells, offices, classrooms, meeting rooms, halls, men's and women's restrooms and fixtures, employee lunch areas with tables, benches, chairs, countertops and fixtures, and both sides of door panels and windows.

Cleaning will be done after 11:00 a.m. and before 3:00 p.m. one (1) day per week, on either Tuesday, Wednesday or a Thursday at Maintenance of Way Classroom. The following table identifies the rooms requiring janitorial services and approximate square footage of each building:

Approximate Sq. Ft.	Building	Offices Located Within Building	Floor Type(s)
800	Maintenance of Way Classroom	Classroom(1); Office(1) Restrooms(1); Locker Rooms (1) Coffee Counter Area (1)	Tile Vinyl Flooring



**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
10/12/2021	4477-017

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
10/21/21-12/31/21	D SINGLETON	G1931.0-16	

Qty	Location	Rate	Total
	JANITORIAL & PERIODICAL SERVICES, MONTHLY PRICE Maintenance of Way (MOW) Classroom  SCOPE OF WORK: General cleaning once a week (Tuesday) and periodical services. Cleaning products and supplies included.  AREAS: Classroom (1), Office (1), Restrooms (1), Locker Rooms (1), Coffee Counter Area (1)		
1	October 21, 2021-October 31, 2021- Janitorial & Periodical Services, Monthly Price	79.67	79.67
1	November 2021 - Janitorial & Periodical Services, Monthly Price	318.66	318.66
1	December 2021 - Janitorial & Periodical Services, Monthly Price	318.66	318.66
	Elvira Rodriguez 619-454-8805		

Subtotal	\$716.99
Sales Tax (7.75%)	\$0.00
<b>Total</b>	<b>\$716.99</b>

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**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
10/12/2021	4477-018

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
01/01/22-12/31/22	D SINGLETON	G1931.0-16	

Qty	Location	Rate	Total
	JANITORIAL & PERIODICAL SERVICES, MONTHLY PRICE Maintenance of Way (MOW) Classroom  SCOPE OF WORK: General cleaning once a week (Tuesday) and periodical services. Cleaning products and supplies included.  AREAS: Classroom (1), Office (1), Restrooms (1), Locker Rooms (1), Coffee Counter Area (1)		
1	January 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	February 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	March 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	April 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	May 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	June 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	July 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	August 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	September 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	October 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04

Subtotal
Sales Tax (7.75%)
<b>Total</b>

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**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
10/12/2021	4477-018

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
01/01/22-12/31/22	D SINGLETON	G1931.0-16	

Qty	Location	Rate	Total
1	November 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
1	December 2022 - Janitorial & Periodical Services, Monthly Price	325.04	325.04
	Elvira Rodriguez 619-454-8805		

Subtotal	\$3,900.48
Sales Tax (7.75%)	\$0.00
<b>Total</b>	<b>\$3,900.48</b>

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**EXHIBIT A.2**  
**ADD DAY PORTER SERVICES**  
**AT UTC TRANSIT CENTER**



Att. A, AI 7, 12/16/2021



**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
9/20/2021	4477-015

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
11/21/21-12/31/21	A GODDARD	G1931.0-16	

Qty	Location	Rate	Total
	MTS TERMINAL PORTER FOR UTC TRANSIT CENTER OPTION YEAR 5 -11/21/21-12/31/21 MONTHLY PRICE		
1	Day Porter Services - 11/21/21-11/30/21	2,046.91	2,046.91
1	Day Porter Services - 12/01/21-12/31/21	6,140.73	6,140.73

Subtotal	\$8,187.64
Sales Tax (7.75%)	\$0.00
<b>Total</b>	<b>\$8,187.64</b>

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**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
9/20/2021	4477-016

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
01/01/22-12/31/22	A GODDARD	G1931.0-16	

Qty	Location	Rate	Total
	MTS TERMINAL PORTER FOR UTC TRANSIT CENTER OPTION YEAR 6 - 01/01/22-12/31/22 MONTHLY PRICE		
1	Day Porter Services - JANUARY 2022	6,553.88	6,553.88
1	Day Porter Services - FEBRUARY 2022	6,553.88	6,553.88
1	Day Porter Services - MARCH 2022	6,553.88	6,553.88
1	Day Porter Services - APRIL 2022	6,553.88	6,553.88
1	Day Porter Services - MAY 2022	6,553.88	6,553.88
1	Day Porter Services - JUNE 2022	6,553.88	6,553.88
1	Day Porter Services - JULY 2022	6,553.88	6,553.88
1	Day Porter Services - AUGUST 2022	6,553.88	6,553.88
1	Day Porter Services - SEPTEMBER 2022	6,553.88	6,553.88
1	Day Porter Services - OCTOBER 2022	6,553.88	6,553.88
1	Day Porter Services - NOVEMBER 2022	6,553.88	6,553.88
1	Day Porter Services - DECEMBER 2022	6,553.88	6,553.88

Subtotal	\$78,646.56
Sales Tax (7.75%)	\$0.00
<b>Total</b>	<b>\$78,646.56</b>

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**Metropolitan  
Transit  
System**

## **Amendment 20**

November 5, 2021

MTS Doc No. G1931.20-16

### **JANITORIAL SERVICES**

NMS Management, Inc.  
David Guaderrama  
President  
155 West 35<sup>th</sup> St., Suite D  
National City, CA 91950

This shall serve as Amendment No.20 to the original agreement G1931.0-16 as further described below.

### SCOPE

Contractor has been providing janitorial services to San Diego Transit Corporation (SDTC) & San Diego Trolley Inc., (SDTI) buildings; and the Light Rail Vehicle (LRV) fleet since January 1, 2017.

According to the agreement, MTS will inform Contractor should new locations need to be added to the list, and an amendment to the contract will be issued under the contracted terms.

Under this amendment, MTS is adding UTC Transit Center and Nobel Transit Center Parking Structures from November 21, 2021 to December 31, 2021.

The detailed Scope of Work is attached as Exhibit A.

### SCHEDULE

There are no changes to the termination date of the contract which remains December 31, 2022.

### PAYMENT

This contract amendment authorizes additional costs not to exceed \$8,316.74. The cost breakdown is attached as Exhibit B.

The total value of this contract including this amendment shall be in the amount of \$8,866,683.59. 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

\_\_\_\_\_  
David Guaderrama, President  
NMS Management, Inc.

Date: \_\_\_\_\_

Attachment:

- A. Scope of Work
- B. Costs

cc. R. Montes, Procurement File

**EXHIBIT A  
SCOPE OF WORK  
Janitorial Services at Nobel & UTC Parking Structures**



**UTC Transit Center: 4545 La Jolla Village Dr. San Diego, CA 92122 (Top two (2) parking levels – Approximately 45,000 square feet)**



**Nobel Transit Center: 3449 Nobel Dr. San Diego, CA 92161 (Four (4) parking levels – Approximately 152,117 square feet)**

## 1. **BACKGROUND**

This scope of work (SOW) establishes maintenance standards for the above parking structure locations. All work shall be performed in a skillful manner and shall conform to all applicable state, local, and federal laws and regulations, industry codes and standards, manufacturer's specifications and recommendations, and all MTS contract special provisions and terms and conditions.

Services shall include, but are not limited to the following routine maintenance of MTS Parking Structures:

- A. Janitorial maintenance (i.e. trash litter removal and recycling, graffiti removal, stair cleaning, parking lot sweeping, elevator cleaning, site inspections, light fixture cleaning, sign cleaning, etc.)
- B. Power Sweeping
- C. Cleaning of Parking Access Control Equipment.
- D. Power washing parking areas;
- E. Recycling services, as necessary.
- F. Roof Structure

MTS expects the Contractor to provide the following services using its own assets and resources. Unless otherwise specified, MTS will provide neither the equipment nor the supplies to the Contractor.

These tasks, including any emergency services, shall be performed independent of MTS's direct supervision but in accordance to the frequency and scope of work stated herein.

## 2. **MAINTENANCE SERVICE STANDARD AND REQUIREMENTS**

### A. Janitorial Maintenance (Routine – Daily)

The following services shall be performed Monday – Sunday between the hours of 8:00 a.m. to 4:00 p.m.

- i. General Cleaning: Parking Structure signage shall be wiped clean of dirt, bird droppings, gum, unauthorized decals or stickers, fingerprints, graffiti, etc. and checked for unsightly scratches, cracks, or other vandalism. Any damage, vandalism, and graffiti shall be reported to the MTS Project Manager or designee in writing within 24 hours of findings. Cleaning should include removal of litter from beams ledges and member joints.
- ii. Elevator Cleaning: All elevators should be cleaned on a daily basis. Elevator walls should be wiped cleaned from the top to bottom. Elevator ceiling should be cleaned utilizing a feather duster. Wipe down elevator call buttons using a damp duster, Don't spray cleaning solutions on buttons as this may damage them. Dust around edges in the elevator. Mop floor-eliminating any stains. Use dry cloth to high polish. Elevator door channels should be free of dust and dirt at all given times. Both the inside and the outside of the elevator doors should be wiped down. Elevators waiting areas must be swept and cleaned at MTS Parking Levels.
- iii. Sweeping: All parking structure common areas, stairs and walkways to include all cement floor surfaces, must be free of spills, trash, visible litter, dust and debris. No dirt shall be left

in corners, in elevators or behind walls (where applicable). Sweeping should remove debris and sand from drains, expansion joints, and control joints.

- iv. Graffiti: Parking facility, elevators, and signage must be inspected daily for graffiti or stick on labels; remove with graffiti remover, scrub pads or scrapers. If surface is damaged or graffiti cannot be removed, report to Project Manager immediately.
- v. Oil Stains: Inspect parking lot area for oil stains. Slipper oil stains must be cleaned up immediately.
- vi. Trash Removal: All trash containers shall be emptied and wiped down with disinfectant. Plastic trash liners shall be replaced with proper fitting liners. The Contractor is responsible for waste removal for each service location and transport to an authorized off-site disposal location. It's important to take note that as part of this contract, waste disposal will be the sole responsibility of the Contractor. At no time during this contract will disposal take place at or on any of MTS properties (including transit centers, stations or facilities) and shall be in compliance with the San Diego trash and recycling ordinance.
- vii. Recycling: Any necessary recycling collection at each station shall coincide with routine trash removal such as glass, plastic, cans and mixed paper (e.g. cardboards, food wrappers, etc. All trash and recyclables hauling and disposal activities shall be performed in accordance with all applicable federal, state and local laws and regulations.

Contractor agrees to comply fully with Occupational Safety and Health Administration (OSHA) and Cal/OSHA safety procedures. Contractor personnel shall be fully qualified and trained to operate the equipment and be knowledgeable in safe operating practices regarding waste and recycling operations.

- viii. Parking Garages/Lot Sweeping: All parking garage/lot areas including, but not limited to: elevators, drive aisles, parking spaces, stairs, and waiting areas must be free of spills, trash, visible litter, dust and debris.
- ix. Disinfectants and Chemical solutions: As applicable, any use of disinfectants to clean surface areas and to remove stickers, gum, etc. should be environmentally-friendly and should not damage the surface area.

**B. Parking Lot Power Sweeping: (Routine – Twice per Week)**

- i. The contractor shall provide parking lot structure power sweeping services, including all supervision, products, materials, equipment operators and transportation to complete the work. The Contractor shall provide personnel who are skilled in the performance of parking lot power sweeping. All personnel are to conduct work in a professional manner with minimal disturbances.

- ii. The Contractor shall perform the work in a way to minimize disruption to the flow of traffic which will include patrons traveling to and from the stations or elevators.
- iii. The Contractor is responsible for providing enough sweeper trucks and workers to perform the service per location, and Manager / Supervisor shall be available (on-call) if needed.
- iv. If the sweeper cannot reach or clean an area, the Contractor will be expected to use a vacuum/blower or broom and dustpan method to clean. This includes areas under parked vehicles, behind the tire stops, in corners, and areas adjacent to curbs in the lots.
- v. Bottles, cans, sticks, branches, small limbs, and other trash or debris shall be picked up by hand if the sweeper truck will not pick them up due to the clogging of the hopper or if the debris is located behind the tire stops.
- vi. The Contractor shall perform a walk-through of the parking lots after each visit to delitter the lot of hard to reach debris such as cans and bottles that are left on the light pole pedestals, sidewalks, behind the tire stops and other hard to reach areas.
- vii. The Contractor shall perform routine service at listed locations between the hours of 10:00 P.M. PST and 5:00 A.M PST.
- viii. Contractor shall provide service for each location two (2) times per week. Sweepings of the same location shall not be done within 48 hours of each other or separated by more than 96 hours.

C. Parking Lot Access Control Equipment (Weekly)

Cleaning of parking lot access control equipment must be cleaned on a weekly basis utilizing a feather duster or a clean lint-free cloth.

D. Power Washing Parking Surfaces (Semi Annually)

Power washing of all parking levels must be scheduled at times when it is least impactful to passengers (between 10:00 p.m. and 4:00 a.m).

- i. High Power Pressure Wash: The Contractor shall be responsible for removing caked mud, stains, dirt, spills, tire marks, etc. from all MTS Parking levels by power washing all parking areas and drive ways in parking structure.
- ii. Contractor will be responsible for operating in accordance with the California Stormwater Quality Association (CASQA) and local jurisdictional regulations, and MTS RWQCB Phase II MS4 permit.



E. Lighting Fixture: (Semi Annually)

- i. All Parking Light fixtures must be cleaned in a Semi-Annually Basis. The use of a feather duster or a lint-free cloth must be use to clean parking lot light fixtures.

F. Parking Roof: (Semi Annually)

Inspect and remove all spider webs from all parking structure roof and shade canopies.

G. Routine Inspections and Reporting Requirements:

- i. Routine Site Inspections: The Contractor may be subject to unscheduled, scheduled or routine site inspections in coordination with MTS contract management staff to ensure contract compliance and to assess quality of work. These inspections may result in findings requiring the Contractor to follow up both in action and in writing. If during these site inspections, items under the responsibility of the Contractor are found in neglect, the Contractor may be required to address the matter at no cost to MTS.

MTS will conduct ongoing field checks of these facilities by way of Trolley Operators, Supervisors and Facilities Staff. Reports on all findings that require specific attention per the details of this contract will be communicated to the Contractor. The Contractor will be required to provide confirmation of the corrected items as necessary.

- ii. Daily log: The Contractor shall maintain a daily log for each parking structure certifying the scheduled services performed. This daily log shall include a checklist of scheduled duties and the date and time services were performed. In addition, the daily log shall include space for reporting issues that were found during site inspection. The daily logs shall be provided to MTS on a monthly basis along with the monthly invoice. Contractor may propose any tracking software, at no additional cost, to assist MTS in ensuring that services were performed as outlined in this contract.

*Burnt out light fixtures, broken and unserviceable equipment shall be reported to MTS upon findings and should be included in the daily log.*

- iii. Monthly Report: A monthly summary report for each station shall be submitted to the MTS Project Manager on the last day of each month, which includes daily logs. This summary report shall be certified by the Contractor verifying services recorded on the daily log have been performed and are in accordance with the contract. This report shall support the monthly invoice and associated fees/cost. In addition, the Contractor shall include in this report all issues identified during the reporting period and any corrective measures taken to remedy the discrepancy.

**3. CONTRACTOR STORAGE AND DISPOSAL**

The Contractor shall be responsible for providing all storage and facilities in support of this contract. At no time will the Contractor be permitted, unless authorized by MTS in advance, to use MTS- owned or operated facilities for the storage of vehicles, equipment other contractor-owned or operated

assets. The Contractor is responsible for off-site disposal of all debris and trash collected at stations. At no point during this contract will the contractor be permitted to store secondary trash collection dumpsters on MTS property, stations or park and ride lots.

**4. LIQUIDATED DAMAGES**

[Will be as shown in Section B.1 of the original agreement]

**5. UNAUTHORIZED WORK**

Any services not required by the terms of the Contract that are performed without written authority from MTS will be considered as “unauthorized” and shall be at the sole expense of the Contractor.

Services so performed will not be paid for and no extension in the period of performance shall be granted on account thereof.



**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
10/27/2021	4477-019

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
11/21/21-12/31/21	D SINGLETON	G1931.0-16	

Qty	Location	Rate	Total
	JANITORIAL SERVICES, MONTHLY PRICE NOBEL & UTC PARKING STRUCTURES		
	***Nobel Parking Structure, Four Parking Levels, 1152,117 sq ft		
1	11/21/21-11/30/21, Monthly Price	1,252.79	1,252.79
1	12/01/21-12/31/21, Monthly Price	3,758.38	3,758.38
	***UTC Parking Structure, Top Two Parking Levels, 45,000 sq ft		
1	11/21/21-11/30/21, Monthly Price	826.39	826.39
1	12/01/21-12/31/21, Monthly Price	2,479.18	2,479.18
	Elvira Rodriguez 619-454-8805		

Subtotal	\$8,316.74
Sales Tax (7.75%)	\$0.00
<b>Total</b>	<b>\$8,316.74</b>

*NMS Management is an Equal Opportunity Employer and as a Federal Contractor, we do not discriminate on race, ethnicity, color, sex, veteran status or disability.*



**Metropolitan  
Transit  
System**

## **Amendment 21**

December 16, 2021

MTS Doc No. G1931.21-16

### **JANITORIAL SERVICES**

NMS Management, Inc.  
David Guaderrama  
President  
155 West 35<sup>th</sup> St., Suite D  
National City, CA 91950

This shall serve as Amendment No.21 to the original agreement G1931.0-16 as further described below.

### **SCOPE**

Contractor has been providing janitorial services to San Diego Transit Corporation (SDTC) & San Diego Trolley Inc., (SDTI) buildings; and the Light Rail Vehicle (LRV) fleet since January 1, 2017.

According to the agreement, MTS will inform Contractor should new locations need to be added to the list, and an amendment to the contract will be issued under the contracted terms.

Under this amendment, MTS is extending the UTC Transit Center and Nobel Transit Center Parking Structures services, added under Amendment No. 20, from January 1, 2022 to December 31, 2022. The scope of work remains the same.

### **SCHEDULE**

There are no changes to the termination date of the contract which remains December 31, 2022.

### **PAYMENT**

This contract amendment authorizes additional costs not to exceed \$84,207.00. The cost breakdown is shown as Exhibit A.

The total value of this contract including this amendment shall be in the amount of \$8,950,890.59. 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:

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Sharon Cooney, Chief Executive Officer

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David Guaderrama, President  
NMS Management, Inc.

Date: \_\_\_\_\_

Attachment:

A. Costs

cc. R. Montes, Procurement File

DRAFT



**NMS Management, Inc.**  
**155 W 35th Street Suite A**  
**National City, CA 91950**  
**Tel (619) 425-044\* Fax (619) 425-2432**

# Estimate

Date	Estimate #
10/27/2021	4477-020

Name / Address
San Diego Trolley, Inc. Accounting Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

*If this estimate is accepted, please schedule service with NMS Manager*

Possible Service Date	Contact Name	Contract Number	W.O. Number
01/01/22-12/31/22	D SINGLETON	G1931.0-16	

Qty	Location	Rate	Total
	JANITORIAL SERVICES, MONTHLY PRICE NOBEL & UTC PARKING STRUCTURES		
12	***Nobel Parking Structure, Four Parking Levels, 152,117 sq ft 01/01/22-12/31/22, Monthly Price	4,228.18	50,738.16
12	***UTC Parking Structure, Top Two Parking Levels, 45,000 sq ft 01/01/22-12/31/22, Monthly Price	2,789.07	33,468.84
	Elvira Rodriguez 619-454-8805		

Subtotal	\$84,207.00
Sales Tax (7.75%)	\$0.00
<b>Total</b>	<b>\$84,207.00</b>

*NMS Management is an Equal Opportunity Employer and as a Federal Contractor, we do not discriminate on race, ethnicity, color, sex, veteran status or disability.*



## Agenda Item No. 8

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

December 16, 2021

**SUBJECT:**

ULTRASONIC RAIL TESTING SERVICES – CONTRACT AWARD

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1602.0-22 (in substantially the same format as Attachment A) with Smith-Emery Laboratories, Inc., for \$691,600.00, for the provision of ultrasonic rail testing services for five (5) years beginning on January 16, 2022.

Budget Impact

The total for this project shall not exceed \$691,600.00 (as detailed in Attachment C), and will be funded by the San Diego Trolley, Inc. (SDTI) Track Department 370016-571210.

**DISCUSSION:**

A prime goal of MTS is to deliver its public transit services in a safe and reliable manner. A significant factor in achieving this goal is to maintain MTS infrastructure in a state of good repair.

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

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



On September 17, 2021, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide ultrasonic rail testing on the MTS light rail system as prescribed by FRA standards, plus the additional testing recommended by MTS MOW staff.

Two bids were received by the deadline of October 26, 2021 and are summarized as follows:

Bidder Name	Overall Total Amount
Smith Emery Laboratories, Inc.	\$691,600.00
Pro Traxx Inc.	\$2,437,049.78

MTS staff has deemed Smith-Emery Laboratories, the lowest responsive and responsible bidder, with verified experience from Valley Transit Authority and Niagara Frontier Transportation Authority.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1602.0-22 (in substantially the same format as Attachment A) with Smith-Emery Laboratories, Inc., for \$691,600.00, for the provision of ultrasonic rail testing services for five years beginning on January 16, 2022.

/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. Agreement MTS Doc. No. L1602.0-22 Draft  
B. Scope of Work  
C. Bid Pricing Form





# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. L1602.0-22

### ULTRASONIC RAIL TESTING SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Smith-Emery Laboratories, Inc. Address: 781 E Washington Blvd  
Los Angeles CA 90021  
City State Zip  
Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: gpartridge@smithemery.com  
Telephone: (213) 745-5333

Authorized person to sign contracts Gregory Partridge Senior Vice President  
Name Title

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

The contract term is for five (5) years effective January 16, 2022 through January 15, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$691,600.00 without the express written consent of MTS.

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



# **1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

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## **1.1. INTRODUCTION**

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

The contract will cover rail testing to be performed at the intervals described herein, with the performance period beginning on January 16, 2022 to January 15, 2027.

## **1.2. QUALIFICATIONS OF DESIGNATED PERSONNEL**

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

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

## **1.3. BID FORM**

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

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

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

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

## **1.4. LIGHT RAIL ROUTES**

MTS operates three light-rail routes.

### **A. Blue Line (South)**

The Blue Line (South) runs on a generally north-south direction and entered service in 1981. It consists of approximately 32 track miles of 115-lb rail, double track. The service

is from the San Ysidro Station adjacent to the international border between Mexico and the United States to America Plaza in downtown San Diego and includes paved segments totaling some 1.25 miles along C Street, from America Plaza to 12<sup>th</sup> Avenue. **Note: paved segments shall not be tested.**

B. Blue Line (North)

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

C. Orange Line

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

The Orange Line entered into revenue service in the segments listed below:

- Imperial Avenue Transit Station to Euclid Station: 1989
- Euclid Station to Spring Street Station: 1990
- Spring Street Station to El Cajon Transit Station: 1992
- El Cajon Transit Station to Santee: 1995

D. Green Line

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

1.5. **FREQUENCY OF ANNUAL TESTS**

Year	Trolley Line	Track Miles	Test Frequency
Year 1	Blue (South)	30	4x per year at quarterly intervals
	Blue (North)	22	1x per year
	Orange	41	1x per year

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

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

## 1.6. DESCRIPTION OF THE PROPERTY

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

### A. Track

Main Lines: Ballasted track on wood ties or concrete ties; track through downtown San Diego is embedded in asphalt and concrete

Intersections: Track in street crossings is either embedded in asphalt, concrete or ballasted track with concrete paneling

Special: Various system of direct fixation are used in selected locations

Curves: Minimum horizontal radius: 82 ft.  
Minimum vertical radius: 1,660 ft.

Superelevation: 6 inch maximum

Grade: 6.5% maximum

**B. Rail**

Main Line: 90 RA 115 RE

Single or double restraining rail is used in curves with a radius of less than 900 ft. and other restricted areas.

Switches: No.6 through No. 20

Main Line: Timber ties 7 inch x 9 inches x 9 feet  
Concrete ties 6 inch x 10 inches x 9 feet

Longer timber ties in other specific areas such as turnouts and cross-overs.

**C. Electrification**

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

Voltage: 650 VDC nominal, up to 900 VDC maximum

Wire Height: 12 ft minimum above top of rail  
22 ft maximum above top of rail

**1.7. AVAILABILITY OF THE PROPERTY FOR TESTING**

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

The rail testing shall be performed during an approved work window, within a defined area, of approximately four hours per day, generally between 12 midnight and 4:00 AM hours on weekdays, and 12 midnight and 5:00 AM on weekends. This time allowance may vary depending on the designated location of a test. The time of availability may also be adjusted by MTS to allow it to accommodate additional operating requirements.

No work by Contractor or equipment shall be performed within ten feet of the centerline of any operating trolley track during operating hours without appropriate notification and protection of a flagger. If any such work is planned within these zones, Contractor must notify MTS by not less

than 48 hours prior to performing such work. Flagging and/or switch tending will be provided by MTS to the Contractor at no cost, provided the required deadline for advance notification is met. If the Contractor's plans change Contractor shall notify MTS by not less than 12 hours prior to the prescheduled operation. If the Contractor neglects to notify MTS of its planned work by the required notification deadline, all costs incurred by MTS' in provision of flaggers or switch tenders to the Contractor shall be charged to the Contractor. The Contractor will not be assessed flagging expenses when planned work is not performed due to conditions beyond Contractor's control.

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

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

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

Testing shall be performed only by experienced and qualified personnel and shall follow the requirements of the CPUC General Order 143-B, and the AREMA Manual for Railway Engineering.

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

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

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

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

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

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

- i. Transverse fissures or other centrally located transverse defects representing approximately 5% of the cross sectional area of the railhead.
- ii. Detail fractures representing approximately 5% of the cross-sectional area of the railhead and not masked from above the shallow horizontal separation sometimes associated with shells.
- iii. Engine burn fracture with transverse component developing from thermal cracks underneath driver burns representing approximately 15% of the cross-sectional area of the head.
- iv. Horizontal split heads at least 2 inches in length and located ½ inch or more below the running surface of the rail and at least halfway across the railhead.
- v. Vertical split head so oriented as to interrupt an ultrasonic signal transmitted through the rail section from above and 4 inches in length or longer.
- vi. Head and web separations and split webs outside the joint bar area at least 2 inches in length and progressing entirely through the rail web.
- vii. Joint defects – bolt-hole cracks and head and web separations inside the joint bar limits at least ½ inch in length and progressing entirely through the rail web.
- viii. Defective welds (plant of field) with centrally located transverse defects, voids or inclusions in the rail head representing approximately 5% of the cross-sectional area of the rail head, head defects not centrally located representing approximately 5% of the cross-sectional area of the rail head, and web defects on a generally horizontal plane at rail welds approximately 2 inches in length or longer with penetration more than halfway across the rail web.
- ix. Bidders will include pricing for an additional optional 32 miles of testing. These options will be exercised at MTS's sole discretion.
- x. Test all crossover routes used by freight trains.
- xi. Test all turnouts used by freight trains, up to clearance point.

**The high rail vehicle shall meet FRA Track Safety Standards, Section 214.523:**

- i. The hi-rail gear of all hi-rail vehicles shall be inspected for safety at least annually and with no more than 14 months between inspections. Tram wheel wear, and gage shall be measured and, if necessary, adjusted to allow the vehicle to be safely operated.
- ii. Each employer shall keep records pertaining to compliance with paragraph (a) of this section. Records may be kept on forms provided by the employer or by electronic means. The employer shall retain the record of each inspection until the next required inspection is performed. The records shall be made available for inspection and copying during normal business hours by representatives of FRA and States participating under part 212 of this chapter. The records may be kept on the hi-rail vehicle or at a location designated by the employer.
- iii. A new hi-rail vehicle shall be equipped with:

- (a) An automatic change-of-direction alarm or backup alarm that provides an audible signal at least three seconds long and distinguishable from the surrounding noise; and
  - (b) An operable 360-degree intermittent warning light or beacon mounted on the outside of the vehicle.
- iv. The operator of a hi-rail vehicle shall check the vehicle for compliance with this subpart, prior to using the vehicle at the start of the operator's work shift. A non-complying condition that cannot be repaired immediately shall be tagged and dated in a manner prescribed by the employer and reported to the designated official. Non-complying automatic change of-direction alarms, backup alarms, and 360-degree intermittent warning lights or beacons shall be repaired or replaced as soon as practicable within seven calendar days.

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

- i. The operator of an on-track roadway maintenance machine shall check the machine components for compliance with this subpart, prior to using the machine at the start of the operator's work shift.
- ii. Any non-complying condition that cannot be repaired immediately shall be tagged and dated in a manner prescribed by the employer and reported to the designated official.
- iii. The operation of an on-track roadway maintenance machine with a non-complying condition shall be governed by the following requirements:
  - (a) An on-track roadway maintenance machine with headlights or work lights that are not in compliance may be operated for a period not exceeding 7 calendar days and only during the period between one-half hour before sunrise and one-half hour after sunset;
  - (b) A portable horn may be substituted for a non-complying or missing horn for a period not exceeding seven calendar days;
  - (c) A fire extinguisher readily available for use may temporarily replace a missing, defective or discharged fire extinguisher on a new on-track roadway maintenance machine for a period not exceeding 7 calendar days, pending the permanent replacement or repair of the missing, defective or used fire extinguisher;
  - (d) Non-complying automatic change-of-direction alarms, backup alarms, and 360-degree intermittent warning lights or beacons shall be repaired or replaced as soon as practicable within 7 calendar days; and
  - (e) A structurally defective or missing operator's seat shall be replaced or repaired within 24 hours or by the start of the machine's next tour of duty, whichever is later. The machine may be operated for the remainder of the operator's tour of duty if the defective or missing operator's seat does not prevent its safe operation.



### **1.8. CLEARANCE FROM TRAINS**

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

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

### **1.9. CLEARANCE FROM ENERGIZED OVERHEAD CATENARY SYSTEM**

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

### **1.10. NOTIFICATION TO OPERATIONS CONTROL CENTER (OCC)**

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

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

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

- i. The Contractor shall provide qualified operators for the Contractor’s rail-borne equipment.
- ii. The Contractor’s qualified operators will be required to read and familiarize themselves with this procedure before hi-railing or operating on-track equipment.
- iii. When practical, an MTS mainline certified hi-rail employee shall ride in the Contractor’s rail-borne equipment while the vehicle is operating on the ROW.

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

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

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

#### **1.11. UNLOADING AND STORAGE OF THE ULTRASONIC MACHINE**

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

#### **1.12. DELIVERABLES**

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

- i. Within 20 business days of receipt of MTS's Notice to Proceed (NTP) the contractor shall submit to MTS test plans and procedures and catalog cuts and /or specifications for all test equipment and tools including current calibration certificates for equipment that will be utilized for the performance of the work for MTS's review and approval.
- ii. Within 15 days of completion of all testing, a report shall be submitted for MTS's review and approval. The report shall include each of the following sections:
  - (a) Process and Calibration of the Testing: Include all testing performed, location of testing, pictures, and any other relevant information.
  - (b) Defect Detecting: List each defect detected describing the defect with location, type, size, and recommended corrective action.
  - (c) Recommendations for Additional Testing or Further Monitoring: This section shall include recommendations for additional testing or further monitoring. This section shall also include a picture depicting the findings and markings of each rail defect with highly visible markings on both sides of the web and base.

#### **1.13. PAYMENT TERMS**

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

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

#### **1.14. 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.

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.

**ULTRASONIC RAIL TESTING (L1602.0-22)**

Description (Year 1 - January 16, 2022)	Miles
Rail Testing (S Blue, N Blue, Orange, Green)	215
*Option miles of testing system-wide. To be exercised at MTS' sole discretion	32
<b>Total Amount:</b>	

SMITH EMERY LABORATORIES	
Unit Price	Ext. Price
\$560.00	\$120,400.00
\$560.00	\$17,920.00
<b>\$138,320.00</b>	

Description (Year 2 - January 16, 2023)	Miles
Rail Testing (S Blue, N Blue, Orange, Green)	215
*Option miles of testing system-wide. To be exercised at MTS' sole discretion	32
<b>Total Amount:</b>	

Unit Price	Ext. Price
\$560.00	\$120,400.00
\$560.00	\$17,920.00
<b>\$138,320.00</b>	

Description (Year 3 - January 16, 2024)	Miles
Rail Testing (S Blue, N Blue, Orange, Green)	215
*Option miles of testing system-wide. To be exercised at MTS' sole discretion	32
<b>Total Amount:</b>	

Unit Price	Ext. Price
\$560.00	\$120,400.00
\$560.00	\$17,920.00
<b>\$138,320.00</b>	

Description (Year 4 - January 16, 2025)	Miles
Rail Testing (S Blue, N Blue, Orange, Green)	215
*Option miles of testing system-wide. To be exercised at MTS' sole discretion	32
<b>Total Amount:</b>	

Unit Price	Ext. Price
\$560.00	\$120,400.00
\$560.00	\$17,920.00
<b>\$138,320.00</b>	

Description (Year 5 - January 16, 2026)	Miles
Rail Testing (S Blue, N Blue, Orange, Green)	215
*Option miles of testing system-wide. To be exercised at MTS' sole discretion	32
<b>Total Amount:</b>	

Unit Price	Ext. Price
\$560.00	\$120,400.00
\$560.00	\$17,920.00
<b>\$138,320.00</b>	

<b>SUMMARY</b>	
Year One (1) Total:	
Year Two (2) Total:	
Year Three (3) Total:	
Year Four (4) Total:	
Year Five (5) Total:	
<b>GRAND TOTAL (BASIS FOR AWARD)</b>	

SMITH EMERY LABORATORIES	
<b>TOTAL</b>	
	\$138,320.00
	\$138,320.00
	\$138,320.00
	\$138,320.00
	\$138,320.00
<b>\$691,600.00</b>	



## Agenda Item No. 9

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

December 16, 2021

#### SUBJECT:

ANTI-GRAFFITI WINDOW FILM (INSTALLATION AND MATERIALS) – 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. L1599.0-22 (in substantially the same format as Attachment A) with Graffiti Shield, Inc., at \$2,606,784.48, for the provision of anti-graffiti window film installation and materials, for seven (7) years beginning on January 1, 2022.

#### Budget Impact

The total budget for this project shall not exceed \$2,606,784.48 (as shown in Attachment C), and will be funded by the LRV Maintenance Department operating budget account 350016-536100.

#### DISCUSSION:

MTS's fleet of one hundred sixty eight (168) Light Rail Vehicles (LRVs) are subject to vandalism daily during revenue service. MTS inspects the LRV fleet nightly. Vandalism resulting in damaged film on the windows and modesty panels is reported for replacement each night, as needed. Under this agreement, the Contractor will provide all labor and materials to replace the damaged film.

On September 7, 2021, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide anti-graffiti window film installation and materials services. Four bids were received by the deadline of October 22, 2021 and are summarized as follows:



Name	Firm Certification	Labor cost	Materials cost	Materials tax	Overall total
CR&A Custom, Inc. ( <i>non-responsive</i> )	Small Business (SB) and Minority Business Enterprise (MBE)	\$796,242.24	\$398,372.52	\$30,873.87	\$1,225,488.63
Graffiti Shield	n/a	\$1,400,202.40	\$1,119,797.75	\$86,784.33	\$2,606,784.48
NMS Management	Disadvantaged Business Enterprise (DBE)	\$1,616,725.20	\$948,977.76	\$73,545.78	\$2,639,248.74
Petrographics	n/a	\$4,180,841.04	\$2,373,066.44	\$183,912.65	\$6,737,820.13
<i>MTS Independent Cost Estimate (ICE)</i>		<i>\$1,504,208.16</i>	<i>\$1,210,937.82</i>	<i>\$93,847.68</i>	<i>\$2,808,993.66</i>

A review of the lowest bid from CR&A Custom Inc. at \$1,225,488.63 showed that its bid included a request for MTS to approve a thinner 4-mil thick film. MTS currently uses a 6-mil film on new LRVs from the manufacturer, and on replacements. Per the IFB requirements, all requests for approved equals were due during the questions and answers period (9/7/21 to 10/5/21) so that MTS could notify all bidders of any film approvals. CR&A Custom Inc. request for approval was not received within this timeline. In addition, MTS cannot accept the 4-mil film as it would provide less protection from etching penetrating the film into the glass underneath, which would be an additional cost to MTS to replace damaged glass. Further, while the film is mainly intended to mitigate vandalism and graffiti, it also provides a level of protection to MTS's passengers from broken glass resulting from projectiles being thrown at the LRVs. Therefore, MTS could not accept the bid as submitted, and CR&A Custom Inc. bid was disqualified and deemed non-responsive. MTS then proceeded with Graffiti Shield as the lowest, responsive and responsible bidder at \$2,606,784.48.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1599.0-22 (in substantially the same format as Attachment A) with Graffiti Shield, Inc., at \$2,606,784.48, for the provision of anti-graffiti window film installation and materials, for seven years beginning on January 1, 2022.

/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. Agreement, MTS Doc. No. L1599.0-22 Draft  
B. Scope of Work  
C. Bid Pricing Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. L1599.0-22

### ANTI-GRAFFITI WINDOW FILM (INSTALLATION AND MATERIALS)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: Graffiti Shield, Inc. Address: 2940 E. LaPalma Ave Suite C  
Anaheim, CA 92806  
City State Zip

Form of Business: Corporation  
 (Corporation, Partnership, Sole Proprietor, etc.) Email: jeffg@graffiti-shield.com

Telephone: 714-575-1100

Authorized person to sign contracts Jeffrey Green Principal  
Name Title

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

The contract term is for seven (7) years effective January 1, 2022 through December 31, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$2,606,784.48 without the express written consent of MTS.

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



# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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## 1.1. INTRODUCTION

Contractor will provide materials and installation services of all anti-graffiti window film, for a fleet of one hundred sixty eight (168) Light Rail Vehicles (LRVs), as described in these attached specifications.

The LRV fleet is subject to vandalism daily during revenue service. MTS inspects the LRV fleet nightly. Vandalism resulting in damaged film on the windows and modesty panels will be reported to the Contractor for replacement each night as needed.

The agreement shall be for 7 years effective January 1, 2022.

## 1.2. GENERAL OVERVIEW

MTS currently operates 168 LRVs. While the SD100 cars are in operation now, they are currently being replaced one-for-one with new SD10's (therefore the total is 11+157=168).

The fleet consists of the following, and also shown as drawings/picture in Attachment 2:

### A. Thirty-nine (39) Siemens SD100 LRVs:

These SD100's will be replaced one-for-one during the contract term with S700's (SD10 LRVs).

Each of the SD100's fleet has:

- i. Sixteen (16) passenger windows
- ii. Sixteen (16) smaller vent windows above the passenger windows
- iii. Eight (8) doors with four (4) windows per door
- iv. Four (4) cab door windows.

### B. Eleven (11) Siemens S70 (SD7) LRVs:

Each of the SD7 has:

- i. Twenty (20) passenger windows
- ii. Eight (8) doors with two (2) windows per door
- iii. Two (2) cab wall windows
- iv. Four (4) cab door windows.

### C. One-hundred & fifty-seven (157) Siemens S70 US / S700 (SD8, SD9 & SD10) LRVs:

These consist of:

- i. Sixty-five (65) Siemens S70 US (SD8) LRVs
- ii. Forty-five (45) Siemens S700 (SD9) LRVs
- iii. Forty-seven (47) Siemens S700 (SD10) LRVs – currently being built to replace the SD100 LRVs over the next 2 years.

Each of the S70 US (SD8) and S700 (SD9 & SD10) fleet has:

- i. Sixteen (16) passenger windows
- ii. Eight (8) doors with two (2) windows per door
- iii. Two (2) cab wall windows
- iv. Two (2) cab door windows



- v. The S700 LRVs also have four (4) modesty panels with film that will be applied to both sides (see picture in Attachment 2).

### 1.3. DESIGNATED PERSONNEL

Contractor shall provide a single point of contact (name, phone number and email address) that MTS will use for all questions regarding performance, reporting and invoicing.

Contractor shall provide sufficient labor at all times to perform the services and shall ensure that the designated staff are competent workers, skilled in the type of work under this contract. The Contractor shall ensure that supervision is provided at all times during the services.

Contractor shall ensure that all work is performed to the highest standard. Staff shall follow manufacturer's specifications and recommendations, and meet all industry standards. Proper supplies and tools shall be used to complete the tasks in the manner and time required.

### 1.4. BID FORM

All pricing shall be fixed unit cost for each year, for each item based on the estimated quantity specified, and extended into the annual amount.

The amount of work varies from year to year. The Bid Form shows projected operational needs of what SDTI estimates to spend based on historical services. Actual usage may vary, may be more or less than estimated, and does not commit MTS as the actual amount that will be used.

As the quantities are estimated based on current consumption, Contractor may experience a slight variance, either up or down based on operational needs, and should therefore bid their costs accordingly. If more services are required, the Contractor's bid rates shall apply.

Labor: Billable labor rates shall be all-inclusive including but not limited to the cost of labor, equipment, fuel/transportation, insurance, overhead, profit and all other related costs necessary to meet the work requirements described, but not identified on the Bid Forms.

Contractor shall be solely and exclusively liable for all compensation due to the employees, adhere to all minimum wage requirements and overtime guidelines. Contractor should note and consider any upcoming minimum wage increases and bid accordingly to ensure the minimum wage requirements are met each year of the resultant contract.

Materials/Supplies: All materials and supplies required to complete each job shall be the Contractor's responsibility, and shall be fully compatible with the films identified in the specifications.

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

### 1.5. ANTI-GRAFFITI WINDOW FILM

The anti-graffiti window film shall be properly measured and cut in accordance to size specifications for each window or glass as provided on the bid forms.

MTS currently uses *6-mil Graffiti Gard by Solar Gard Graffitigard*.

MTS has also approved Graffiti Shield's Glass Shield 6-Mil Anti-Graffiti Film as an approved equal.

## 1.6. INSTALLATION SERVICES

### A. Anti-graffiti window & modesty panel film installation

All glass surfaces shall be thoroughly cleaned with appropriate cleaner. The anti-graffiti window film shall then be applied to the clean window glass in accordance with the procedure described in the attached window film specification (see Attachment 3). Finished application shall be smooth, clear, and free of air bubbles and should not have more than 1/16" gap between edge of the window and the film. No more than three (3) pinhole-sized dust spots per square foot of film will be accepted. If, after ten (10) days of drying period any air bubble exists on any window film, the Contractor shall replace the film within one (1) calendar day at no cost to MTS.

During the term of this contract, the Contractor shall be required to schedule seven (7) days per week for the replacement of all damaged window film reported to them. Work hours shall be scheduled as needed, generally between 10:00 p.m. and 4:00 a.m., and may be subject to change to meet unexpected repair requirements. All hours and days scheduled shall be subject to approval by MTS Project Manager (MTS PM), Mr. Andy Goddard, LRV Maintenance Superintendent, who can be reached by telephone (619) 595-4904 or email [andy.goddard@sdmts.com](mailto:andy.goddard@sdmts.com).

### B. Clean-up

After installing the anti-graffiti window film, the window shall be thoroughly cleaned with manufacturer-recommended solution, and excess solution removed from the window sills, car panels, seats, and floors.

## 1.7. SAFETY REGULATIONS

While working on LRVs, the Contractor shall observe MTS safety requirements (see attached Safety Form).

Contractor and its employees are also subject to the California Public Utility Commission (CPUC) General Order 172 located at [https://docs.cpuc.ca.gov/PUBLISHED/GENERAL\\_ORDER/146010.htm](https://docs.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/146010.htm) pertaining to the use of portable electronic devices while in or on MTS properties.

If MTS determines that any person is incompetent, disorderly, or found to be violating CPUC or MTS safety rules and regulations, the Contractor shall promptly remove such person from the work for the duration of the contract.

## 1.8. STORAGE SPACES

Contractor shall be responsible for bringing and storing its own equipment. No office or storage space in the building is available; however, yard space for the Contractor's secure storage container (no larger than 8' x 10') may be available. The entire workspace made available to the Contractor shall be cleaned of debris, chemicals, old equipment, etc., on a daily basis. MTS will not be responsible for the safe storage of the Contractor's equipment.

**1.9. LRV AVAILABILITY**

MTS will make LRVs available for film replacement seven (7) days a week between 10:00 p.m. until 4:00 a.m. LRV availability may be limited due to special events, and/or circumstances beyond MTS's control. MTS will provide a one (1) week advance notice to the Contractor for special events.

Installation of film on newly procured LRVs will be scheduled prior to going into revenue service and made available as required on a weekday, at a time to be agreed to between the MTS PM and the Contractor.

All LRV movements shall be made by SDTI employees at no cost to the Contractor. Therefore, very close coordination with MTS in scheduling LRVs will be critical and necessary.

**1.10. WORK ACCEPTANCE**

The acceptance of the work shall be done by a designated representative of the LRV Maintenance Department. Final inspections will be done by both parties to check if the services are in conformance with contract requirements. If found in conformance, the services shall be documented with signatures of both MTS and Contractor thereby constituting acceptance. If found not in compliance, MTS will immediately notify the Contractor and furnish all details of deficiencies. Contractor shall correct the deficiencies and both parties will inspect again (if necessary) prior to acceptance.

The warranty period begins on the day of the acceptance of that service.

**1.11. WARRANTY**

The anti-graffiti window film material and the application of film on LRV windows shall be warranted for five (5) years for defects in materials and/or workmanship. The Contractor shall be responsible for replacing defective material and/or application within one (1) calendar day from notification by MTS PM or designee, at no cost to MTS. The warranty period begins on the day of the inspection and acceptance of the individual LRV car.

**1.12. TRAINING**

All training will be at the request of, and scheduled by the MTS PM. Training shall be scheduled approximately two (2x) times per year for SDTI LRV personnel in proper cutting and application of the anti-graffiti window film, and in proper removal of etched and damaged plastic film at no additional cost to MTS should MTS personnel need to replace film during hours outside those regularly scheduled with the contractor. All dates and times shall be coordinated by the MTS PM. Any training costs shall be included in the all-inclusive costs. MTS will not pay additional costs.

**1.13. SUBCONTRACTORS**

Any subcontractors shall be shown in the bid packet. The Contractor shall not be permitted to subcontract any part of the work without specific and prior approval of the MTS PM.

**1.14. INVOICING/PAYMENT**

Each month, Contractor shall submit invoices for all work performed and accepted that month. Partial payments are not allowed; therefore, incomplete jobs that roll-over to the next month shall not be billed until they are accepted.

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.

All invoices must always include the following:

- A. LRV car number and description of repairs. This includes complete documentation of all labor hours and materials used on each LRV car number
- B. Reference the Contract and Purchase Order number

Failure to submit all required documentation with the relevant invoices will result in rejection of such invoices by MTS and delay payment. MTS will process the invoices within thirty (30) days of the final invoice approval date.

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

#### **1.15. PAYMENT TERMS**

Unless otherwise stated in the specifications or bid forms, one hundred (100%) of the contract price for each service performed under these specifications, will be paid to the Contractor within thirty (30) days after acceptance by MTS.

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

**BID PRICING**  
**ANTI-GRAFFITI WINDOW FILM (INSTALLATION & MATERIALS)**  
**L1599.0-22**

CONTRACT TERM
<b>YR 1 (1/1/22 thru 12/21/22)</b>
<b>YR 2 (1/1/23 thru 12/21/23)</b>
<b>YR 3 (1/1/24 thru 12/21/24)</b>
<b>YR 4 (1/1/25 thru 12/21/25)</b>
<b>YR 5 (1/1/26 thru 12/21/26)</b>
<b>YR 6 (1/1/27 thru 12/31/27)</b>
<b>YR 7 (1/1/28 thru 12/21/28)</b>
<b>Subtotal</b>

<b>Graffiti Shield</b>	
<b>LABOR</b>	<b>*MATERIALS</b>
<b>(INSTALLATION SERVICES)</b>	
\$ 195,763.59	\$ 158,475.28
\$ 191,825.67	\$ 154,177.64
\$ 208,686.40	\$ 166,176.21
\$ 197,360.40	\$ 159,336.83
\$ 199,171.04	\$ 159,336.83
\$ 202,792.33	\$ 161,147.48
\$ 204,602.98	\$ 161,147.48
<b>\$ 1,400,202.40</b>	<b>\$ 1,119,797.75</b>

**GRAND TOTAL (BASIS OF AWARD) \***

**\$ 2,520,000.15**

\*Excludes tax

Tax	\$	86,784.33
<b>Board approved amount</b>	<b>\$</b>	<b>2,606,784.48</b>



**Metropolitan  
Transit  
System**

## **Agenda Item No. 10**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

SUBJECT:

PRONTO OPERATIONS TECHNICAL SUPPORT – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment 9 to MTS Doc. No. G1923.0-16, a Sole Source extension (in substantially the same format as Attachment A), with Jacobs Engineering Group Inc. (formerly CH2M Hill, Inc.), to provide operations technical support services for the PRONTO fare payment system, in the amount of \$495,963.00 from January 1, 2022 to June 30, 2023.

### Budget Impact

The total budget for this project shall not exceed \$2,322,121.70, which includes the cost for this Amendment 9 in the amount of \$495,963.00. This project is funded by the Fare System Operating Budget 535010-571250.

DISCUSSION:

In 2014, a fare collection project working group consisting of MTS, the San Diego Association of Governments (SANDAG), and the North County Transit District (NCTD) was established to spearhead the creation of a set of preliminary requirements for the future electronic fare collection system.

In July 2016, a competitively solicited contract for \$38,594.70 was issued to CH2M Hill, Inc. (CH2M) to assist MTS with consulting services on a new fare collection system.

In December 2016, a Whitepaper detailing the results of the working group's efforts was presented to the MTS Board of Directors. The overall Board consensus was that staff could move forward with the next phase of analysis to further refine requirements for the fare collection system upgrade into a detailed Concept of Operations.

On January 19, 2017 (AI 14), the Board of Directors awarded a sole source contract extension for \$252,596.00 to CH2M to create the Concept of Operations since this project built on the extensive work from the 2016 Whitepaper project.



On November 9, 2017 (AI 7), the Board of Directors awarded a sole source extension for \$249,088.00 to CH2M to assist in the Request for Qualifications (RFQ) and the Request for Proposals (RFP) procurement processes for the new PRONTO fare payment system.

On December 18, 2017, Jacobs Engineering Group Inc. (Jacobs) announced that it had acquired CH2M. The key staff from CH2M who provided consulting services under this agreement remained on the project after the transition and the work continued under the CH2M entity name.

On March 21, 2019 (AI 15), the Board of Directors authorized MTS to retain CH2M to assist in the implementation phase of the PRONTO fare payment system, at a cost of \$1,285,880.00.

Today's proposed action would update the contract to the Jacobs entity name and authorize MTS to retain Jacobs to continue to provide PRONTO operations technical support at a cost of \$495,963.00 (Attachment A). In the interest of economy, efficiency, and project knowledge, MTS wishes to continue its engagement with Jacobs as a logical follow-on to work that is already in progress. Considering that the Jacobs team has gained extensive knowledge of MTS's newly implemented fare structure and system, it is not expected that a separate competitive procurement will be of benefit to the agency. A new solicitation with a different consultant would result in duplication of costs, time and effort needed by the successor to become familiar with MTS's needs and the concepts behind the project.

The PRONTO operations technical support to be provided under this amendment includes the following:

- Final System Acceptance and Operations Initialization
- Evaluating Key Performance Indicators
- Operational Improvements
- Financial Settlement and Reconciliation Support
- "Phase 2" System Enhancements and Initiatives
- Operational Support and Troubleshooting

The project scope of services and hours are estimates in Attachment A are based on similar types of projects. It is anticipated that as staff and the consultant make progress, there may be some adjustments. The proposed hours are based on staff's best estimates of the level of effort required to successfully complete the project. In the event staff identifies additional issues, systems or concepts that should be considered, contract funding may need to be adjusted, either through the CEO's authority or by subsequent Board action. Staff deems the 3% annual increase in the hourly rates to be fair and reasonable.

As a result of today's Proposed Action, the contract value will increase by \$495,963.00 as shown in Attachment A, from \$1,826,158.70 to \$2,322,121.70. The contract summary is shown below:

Original Agreement	Next Gen Fare Design Decision Process	\$ 38,594.70
Amendment No. 1	No cost amendment (time extension)	\$ 0.00
Amendment No. 2	Concept of Operations	\$ 252,596.00
Amendment No. 3	No cost amendment (rate sheet)	\$ 0.00
Amendment No. 4	Support for procurement process	\$ 249,088.00
Amendment No. 5	No cost amendment (rate sheet)	\$ 0.00
Amendment No. 6	No cost amendment (time extension)	\$ 0.00
Amendment No. 7	Support for implementation process	\$1,285,880.00
Amendment No. 8	No cost, add subcontractor Schaich	\$ 0.00
Amendment No. 9	PRONTO Operations Technical Support	\$ 495,963.00
Total:		<b>\$2,322,121.70</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 9 to MTS Doc. No. G1923.0-16, a Sole Source extension (in substantially the same format as Attachment A), with Jacobs Engineering Group Inc. (formerly CH2M Hill, Inc.), to provide operations technical support services for the PRONTO fare payment system, in the amount of \$495,963.00 from January 1, 2022 to June 30, 2023.

/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 9, MTS Doc. No. G1923.9-16 Draft





## Amendment 9

December 16, 2021

MTS Doc No. G1923.9-16

### PRONTO OPERATIONS TECHNICAL SUPPORT

Jacobs Engineering Inc.  
Hany Haroun  
Vice President  
402 West Broadway, Suite 1450  
San Diego, CA 92101

This shall serve as Amendment No.9 to the original agreement G1923.0-16 as further described below.

### SCOPE

Contractor has been providing Fare Collection System Support since July 11, 2016.

Under this amendment, MTS is extending the contract from January 1, 2022 to June 30, 2023 for Contractor to continue providing support services on PRONTO Operations Technical Support as detailed in Exhibit A, Contractor’s Proposal.

### SCHEDULE

The contract schedule is extended from January 1, 2022 to June 30, 2023.

### PAYMENT

As a result of this Amendment, the contract value is increased by \$495,963 as shown in Exhibit A, from \$1,826,158.70 to \$2,322,121.70. The contract value shall not be exceeded without prior written approval from MTS. The contract summary is shown below:

Original Agreement, Next Gen Fare Design Decision Process	\$ 38,594.70
Amendment No. 1, No cost amendment (time extension)	\$ 0.00
Amendment No. 2, Concept of Operations	\$ 252,596.00
Amendment No. 3, No cost amendment (rate sheet)	\$ 0.00
Amendment No. 4, Support for procurement process	\$ 249,088.00
Amendment No. 5, No cost amendment (rate sheet)	\$ 0.00
Amendment No. 6, No cost amendment (time extension)	\$ 0.00
Amendment No. 7, Support for implementation process	\$1,285,880.00
Amendment No. 8, No cost, add subcontractor Schaich	\$ 0.00
<u>Amendment No. 9, PRONTO Operations Technical Support</u>	<u>\$ 495,963.00</u>
<b>Total:</b>	<b>\$2,322,121.70</b>



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

\_\_\_\_\_  
Hany Haroun, Vice President  
Jacobs Engineering Inc.

Date: \_\_\_\_\_

Attachment:

A. Contractor's Proposal

cc. I. Maldonado, Contract File

DRAFT

San Diego Metropolitan Transit System  
Attn: Diana Singleton  
1255 Imperial Ave., Suite 1000  
San Diego, CA 92101

October 27, 2021

Subject: PRONTO Fare Collection System Operations Support

Dear Ms. Singleton,

Jacobs (formerly CH2M) is pleased to submit our proposal to provide technical consultant services for the San Diego Metropolitan Transit System (MTS) next-generation fare collection system. In working with MTS throughout the last four years, Jacobs is appreciative of the new opportunity to provide the agency with the necessary technical support as the project moves into the operations phase.

Our existing working relationship with MTS, combined with our leading national expertise in fare system design and implementation, provides Jacobs with the necessary capabilities, skills, and experience to provide the requested technical support.

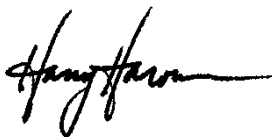
This proposal shall remain valid for 120 days from October 27, 2021. I am authorized to contractually bind the firm upon completion of successful negotiations. If you have any questions about our proposal or would like additional information, please reach out to me or to Project Manager Alan Cheng.

Hany Haroun, Vice President  
401 B Street, Suite 1560  
San Diego, CA 92101  
phone: (619) 272-7261  
e-mail: [Hany.Haroun@jacobs.com](mailto:Hany.Haroun@jacobs.com)

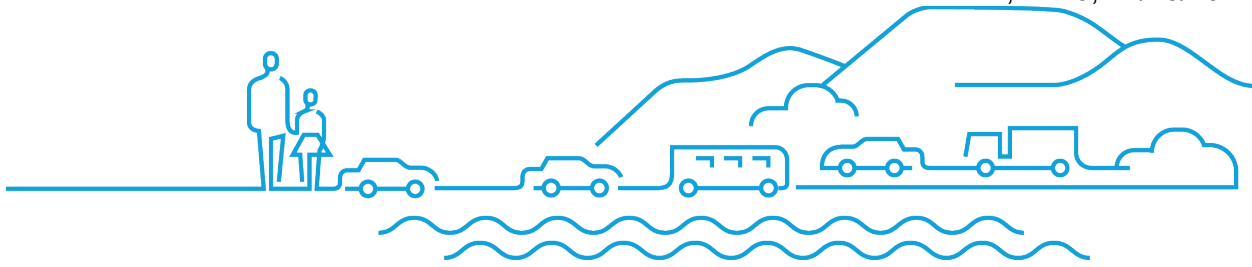
Alan Cheng, Project Manager  
1000 Wilshire Blvd, Suite 2100  
Los Angeles, CA 90017  
phone: (213) 228-8277  
e-mail: [Alan.Cheng@jacobs.com](mailto:Alan.Cheng@jacobs.com)

Jacobs attests that all information submitted with the proposal is true and correct. Thank you for the opportunity to conduct this important assignment on behalf of MTS.

Sincerely,



Hany Haroun  
Business Vice President



## Project Team

The Jacobs team has extensive national experience designing and implementing next generation fare collection systems. This experience covers all scope of work areas needed for this project, and our value added for this assignment is augmented by best practices we have gained through delivering the PRONTO system through implementation. The following key personnel will be directly involved in providing consulting services for this effort, and have worked together extensively on previous assignments. Our proposed Project Manager is Alan Cheng, who has extensive experience on every next-generation project Jacobs is supporting. He has served as project manager for similar efforts and will be supported by a fare technology team with expertise covering the range of skillsets that will be needed to support the operations period for the PRONTO project. Brief overviews of our key staff follow. Resumes of all proposed personnel are provided in the Appendix.

### Alan Cheng, Project Manager

Alan Cheng is proposed as our Project Manager for this assignment. He will remain as a single point of contact with MTS, manage all technical work activities throughout the project duration, coordinate work across team members, provide both technical guidance and quality control for every deliverable, and communicate findings and recommendations with MTS.

Mr. Cheng has 12 years of fare collection experience, including his existing role as the Jacobs project manager for the MTS fare collection project, Los Angeles Metrolink TVM project, and Orange County OCTA fare system project. This experience, coupled with Mr. Cheng's extensive national experience on major fare collection projects make him uniquely qualified to manage the next phase of fare collection in San Diego. Mr. Cheng previously served as Jacobs project manager for the Los Angeles Metro TAP smartcard system, one of the largest regional smartcard fare systems in the country. He also served as deputy project manager in Honolulu to assess next generation technologies, fare policy alternatives, and partner integrations to design and procure a new fare collection system. In Portland, he is part of the technical team implementing an electronic open payment and mobile ticketing system. Mr. Cheng also serves as the Jacobs project manager on the OCTA fare systems project, which successfully designed, specified, and implemented a mobile ticketing pilot program. He was also a technical consultant for New York City Transit and Chicago CTA to design and implement replacements for the largest fare collection systems in the country. These new systems introduced additional payment media to customers including contactless smartcards, open payment credit cards, mobile payments, and support for regional interoperability.

12

years managing fare collection systems projects for the transit industry

### Kelly Hines, Senior Professional

Ms. Hines has twenty two years of transit industry and consulting experience, as both a consultant and a transit agency employee, in the areas of fare policy and systems, public transit finance, transportation performance assessment, and strategic planning. As a consultant during the first half of her career, she served as project manager or technical lead on a variety of assignments for transit agencies across the country including an equity analysis of transit service provision for the Utah Transit Authority; development of an indirect cost allocation model for Santa Clara Valley Transportation Authority; development of a long-range strategic plan for the Champaign-Urbana Mass Transit District; and, development of a cost and revenue allocation model for St. Louis Metro. More recently, Ms. Hines was instrumental in the implementation of the TAP fare collection system for Los Angeles Metro, creating the regional clearing and settlement process for all TAP operators; architecting the regional fare table structure to accommodate more than twenty regional operators; and, overseeing the migration of numerous fare policies and special pass programs to the TAP smart card system.



### Brian Ross, Associate Professional

Brian has 10 years' of industry and consulting experience in the areas of tolling, transit operations, and fare collection systems. Brian was instrumental in the implementation of the Hop Fastpass fare collection system for Portland's TriMet, leading numerous aspects of system testing; managing integrations with third-party vendors; designing and improving front-end user flows and corresponding back office workflows; and, leading transition efforts to the new system. Brian is currently serving as the project manager for the TriMet fare revenue operations on-call and HOLO card in Honolulu, and is supporting procurement, design, and/or implementation efforts for transit clients in San Diego, Phoenix, Seattle, Orange County, and Singapore/Malaysia.



### Caleb Larson, Staff Professional

Caleb Larson, a Fare Consultant with Jacobs, has a range of experience in transportation engineering, system engineering, and consulting. Caleb is an experienced hardware and software designer with two years of professional IT leadership work and three years consulting on transit payment systems. He was critical in the rollout of the TriMet institutional programs, and then led the website improvements and design changes. Caleb is currently supporting fare collection system projects in six cities including San Diego MTS, where he was a key technical consultant and contributor. His deep knowledge of the INIT back office and data warehouse will be critical during the PRONTO operations phase.



The remaining Jacobs staff will be utilized on an as-needed basis. Resumes are included in this latter section of this proposal.

# Operations Support Scope

With most of the primary implementation process completed, efforts now turn to the final system acceptance and operations the PRONTO fare system. Jacobs will work closely with MTS to perform the required set of tasks, which is described below. The tasks described here contains the primary scope of work, but the Jacobs team will continue to support is necessary to maintain project success.

## 1. Final System Acceptance and Operations Initialization

- The Jacobs team will support technical oversight and testing related to the final acceptance of the PRONTO system in addition to final negotiations of outstanding items.
- Track punch list items that carry into the operations and maintenance contract that need to be memorialized, tracked, or resolved.
- Implementing and overseeing corrective action plans agreed to as a result of final acceptance testing.

## 2. Evaluating Key Performance Indicators (KPIs)

- Final system acceptance will begin the tracking and evaluation of Key Performance Indicators (KPIs) across several categories that Jacobs helped define.
- As the system reaches a “steady state” condition, the KPI’s may need to be adjusted based on the actual performance.
- Trend analysis of system/service performance may be necessary as system usage increases. An analysis of system performance and usage over in the first few months will be critical.
- Service-level agreements and performance incentives/disincentives may need to be re-evaluated or adjusted to achieve the intended outcome.

## 3. Operational Improvements

- Verifying that the monitoring tools are effective through various customer usage patterns.
- Identify areas of operational improvement, and help document those improvements.
- Monitor and assist with report development for all operational activities. Reports typically need to be updated or refined after operations commence.
- Business intelligence development support.
- Standard Operating Procedures (SOP) refinement and updates.
- Configuration and Change Control monitoring. Help refine the software and configuration update process in the first few months.

## 4. Financial Settlement and Reconciliation Support

- Refine the settlement/reconciliation process through the first few months of operations.
- Help identify areas of improvement across financial tools/modules including SAGE, VASA Reports, RMS, and SAP.

## 5. “Phase 2” System Enhancements and Initiatives

- NFC mobile wallet implementation (Apple Pay, Google Pay).
- Open payment validation, transit aggregation model.
- Cash reload on mobile app.
- Mobile ticketing “post launch” fixes.
- Website enhanced functionality.
- User interface improvements.
- Support for regional integration or expansion as required (Metrolink, OCTA, etc.)

## 6. Operational Support and Troubleshooting

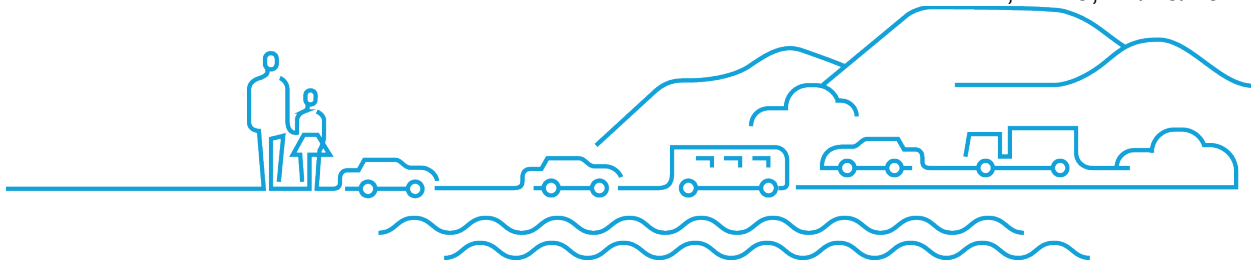
- Financial Reconciliation Processes.
- Software bugs and fixes.
- PRONTO Support Center.
- UCSD and SDSU support.
- Institutional programs support.

### Assumptions

- MTS will continue to be the primary point of contact between staff, vendors, and regional partners
- MTS will continue to assist in the identification of roles/responsibilities across operations staff
- MTS will continue to provide SOPs and/or policy documents related to operations of fare collection-related functions
- Participation in regular coordination/progress meetings shall be via conference call
- Project related travel will be on an as-needed basis but will not exceed 2 staff trips per month

## Timeline

The Jacobs approach and cost estimate are based upon a period of performance from January 1, 2022 to June 30, 2023.



# Cost Proposal

This cost proposal is provided on a Time and Materials (T&M) basis. The hours are an estimate based on the scope provided, and the total is a not-to-exceed amount.

<b>JACOBS PRICING PROPOSAL</b>					
<b>Services to be furnished:</b>					
<b>Fare Collection Operations Support Services</b>					
<b>DETAILED DESCRIPTION OF COST ELEMENTS</b>					
<b>1. LABOR</b> (specify function/title)	<b>ESTIMATED HOURS</b>	<b>LABOR RATE PER HOUR</b>	<b>ESTIMATED COST</b>	<b>TOTAL ESTIMATED COST</b>	
Senior Professional	416	220.29	\$ 91,639.02		
Project Manager	416	208.10	\$ 86,570.10		
Senior Professional	42	208.10	\$ 8,657.01		
Associate Professional	416	91.56	\$ 38,087.59		
Associate Professional	416	148.35	\$ 61,713.97		
Staff Professional	42	91.56	\$ 3,808.76		
Associate Professional	83	148.35	\$ 12,342.79		
Associate Professional	42	114.11	\$ 4,747.13		
Senior Professional	208	226.89	\$ 47,194.09		
Project Manager	208	214.34	\$ 44,583.60		
Senior Professional	21	214.34	\$ 4,458.36		
Associate Professional	208	94.30	\$ 19,615.11		
Associate Professional	208	152.80	\$ 31,782.70		
Staff Professional	21	94.30	\$ 1,961.51		
Associate Professional	42	152.80	\$ 6,356.54		
Associate Professional	21	117.54	\$ 2,444.77		
<b>TOTAL LABOR:</b>	<b>2,808</b>			<b>\$</b>	<b>465,963</b>
<b>2. SUBCONSULTANTS (attach "Form 60" for all proposed subconsultants)</b>				<b>\$</b>	<b>-</b>
<b>TOTAL SUBCONSULTANTS:</b>				<b>\$</b>	<b>-</b>
<b>3. OTHER DIRECT COSTS</b>				<b>\$</b>	<b>30,000</b>
<b>TOTAL NOT-TO-EXCEED COST:</b>				<b>\$</b>	<b>495,963</b>



# Resumes *(alphabetical order)*

## Ivan Atanassov

*Staff Professional*

### Education

M.S., Civil Engineering, University of Illinois at Urbana-Champaign, Urbana, IL, 2013-2015

B.S., Civil Engineering, University of Illinois at Urbana-Champaign, Urbana, IL, 2009-2013

### Distinguishing Qualifications

- Consulting on fare collection hardware and back office systems
- Consulting on service and schedule planning for state- and privately-owned transportation projects
- Modeling transportation equipment distribution costs
- Interface between multiple public and private transportation stakeholders
- Technical publications and transportation research

### Relevant Experience

Mr. Atanassov has three years of transportation research experience, as well as three years of experience in the private sector and consulting. Prior to Jacobs, he worked in transportation engineering and system planning.

### Representative Projects and Dates of Involvement

**San Diego Metropolitan Transit System (MTS), March 2017 – Present.** Mr. Atanassov serves as a consultant for the new regional fare collection system, which will serve as a successor to the legacy Compass regional fare system. The consultant role has included drafting a Concept of Operations that details the organizational and technical needs of MTS in regards to the new regional fare system. The Concept of Operations covers areas such as detailed fare system requirements, operations and procurement, and a system transition plan.

**Southern California Regional Rail Authority (Metrolink), March 2017 – Present.** Mr. Atanassov serves as a consultant for the Procurement of Ticket Vending Devices (TVDs) for the Metrolink commuter service. The project involves a full replacement of the existing TVD equipment and back office systems with new TVD hardware and an account based back office. The consultant role has included drafting the technology and technical aspects of the Request for Proposal (RFP), addressing clarification requests from proposers throughout the RFP submittal process, and serving as a technical consultant to the evaluation committee in preparation for award.

# Alan Cheng

*Project Manager*

## Education

Bachelor of Science, Electrical and Computer Engineering, University of California, Los Angeles, Los Angeles, CA, 1999–2003

## Distinguishing Qualifications

- Electronic Fare Collection Systems Subject Matter Expert
- Project Management on Bus, Commuter Rail, Light Rail, BRT, and Transit Technology Systems
- Open Payments and Mobile Payments Fare Systems Implementation
- Fare policy and Business Rules Development

## Relevant Experience

Mr. Cheng has over ten years of consulting, software, and hardware experience at several multinational firms in the transportation, technology, and aerospace industries. Prior to project management at Jacobs, his roles have included systems engineer for Walt Disney Company, electrical engineer at Raytheon, and senior consultant at Booz Allen Hamilton.

## Representative Projects and Dates of Involvement

### **Fare Collection Systems Project Manager, Jacobs, August 2011 – Present.**

**San Diego Metropolitan Transit System (MTS), August 2014 – Present.** Mr. Cheng served as the project manager to develop the successor to the regional Compass fare smartcard fare collection system. The project included a peer workshop of electronic fare collection agencies around the country, where implementation experiences were discussed along with the benefits and limitations associated with different fare technologies. Preliminary next-generation requirements and cost estimates were also developed with various MTS staff. Served as project manager throughout the design, development, testing and implementation of the new PRONTO account-based fare collection system that launched in 2021.

**Southern California Regional Rail Authority (Metrolink), December 2016 – Present** Mr. Cheng is the project manager and technical lead technical to design, procure, and implement the next generation fare collection system for the largest commuter rail in Southern California. Mr. Cheng led preliminary requirements and cost estimates workshops to develop a technical specification and procurement documents. With the procurement complete, Mr. Cheng now leads the design review, implementation, and testing of the system in addition to several supplementary fare policy, civil assessment, and business rules development tasks.

**Phoenix Valley Metro, December 2014 – Present.** Mr. Cheng served as the project manager for the development of the 2015 Fare Technology Improvement Study with Valley Metro and local project stakeholders. The study analyzed the risks associated with the existing Scheidt & Bachmann fare collection system, and provided technology alternatives with cost estimates and primary assumptions. The Jacobs team worked with Valley Metro and the City of Phoenix to develop project goals and suggested the expansion of their smartcard system to the public, in addition to pursuing mobile ticketing.

**Orange County Transportation Authority (OCTA), September 2013 – Present.** Mr. Cheng serves as the lead Jacobs fare technology consultant for OCTA mobile ticketing project. The project team successfully designed, specified, and procured a vendor for a mobile ticketing pilot in less than 3 months. Despite the

extremely aggressive schedule, the project achieved unprecedented level of adoption, and is being re-procured as a phased expansion to full system implementation.

**City and County of Honolulu (DTS), September 2013 – Present.** Mr. Cheng is the deputy project manager for the Honolulu Multimodal fare collection study. Jacobs has been engaged by the City and County of Honolulu to conduct that study by assessing next generation technologies, fare policy alternatives, and potential partner integrations for a new fare collection system. The new system will provide a seamless transit media experience for existing bus services and the new Honolulu light rail system.

**Portland Electronic Open Payment System (TriMet), September 2012 – Present.** As a member of the eFare project team, Mr. Cheng is supporting the development of the concept of operations and provides specialized expertise in the area of gated systems. The eFare system consists of an account-based, open architecture design that will allow the region's transit customers to pay for their trips using various forms of contactless media including smart cards and mobile devices. During Phase 1 of the program, Jacobs provided technical and management services in support of planning and design of the new system including concept of operations, procurement alternatives, cost estimating, partnership agreements, and technical specification development. In Phase 2, the Jacobs is providing similar support during vendor selection, design review, and implementation oversight of the new system.

**New York City Transit (NYCT) March 2014, – Present.** As a member of the New Fare Payments Project team, Mr. Cheng is working New York City Transit to evaluate the current and future payment landscape, and design a new system to introduce additional payment media to customers including contactless smart cards and mobile payments, and support regional interoperability with Metro North Railroad and Long Island Rail Road. The team is responsible for designing, procuring, and implementing a replacement of legacy MetroCard system, which is the largest fare collection system in the country. There is a focus on open payments and mobile technology while leverage the considerable Metrocard infrastructure. Primary tasks include a technical specification, procurement development, and implementation support.

**San Francisco Metropolitan Transportation Commission (MTC), December 2013 – January 2015.** Mr. Cheng is a lead technology consultant for the Jacobs team that is designing the next generation Clipper Fare Collection system (C2). Jacobs has been engaged on the Clipper program since its inception, and is assessing regional agency needs, next generation technologies, and operational and policy impacts for a new fare collection system.

**Los Angeles County Metropolitan Transportation Authority (METRO), February 2008 – June 2014.** Mr. Cheng served as the project manager for the Los Angeles Transit Access Pass (TAP) project, which implemented Contactless Smart Cards (CSC) fare media for bus and rail systems in Los Angeles County. Mr. Cheng supported the Metro Gold Line Eastside Extension Project, evaluating station designs for compliance with fire and safety criteria. Mr. Cheng has been involved in all aspects of Metro system gating, including developing fare policies and business rules to account for dynamic client objectives. He was instrumental in all TAP technical specifications, testing, and development.

**Chicago Ventra Open Standards Fare System (CTA), November 2012 – December 2013.** The Ventra fare system will be the first major account-based transit open payment system deployed in the United States, and will allow CTA and Pace customers to pay fares on buses and rail using bank-issued credit and debit cards, agency-branded General Purpose Reloadable (GPR) pre-paid debit cards, and Near Field Communication (NFC) equipped cell phones. Mr. Cheng served as technical subject matter expert during the project needs assessment and final design review. He provided technical oversight during system testing, utilizing his extensive validation experience on other electronic fare payment systems.

**Senior Consultant, Booz Allen Hamilton, February 2008 – July 2011.** Mr. Cheng's primary responsibility was as fare collection subject matter expert for the Los Angeles County Transit Access Pass (TAP), and continues in this role at Jacobs.

## Kelly Hines

*Senior Professional*

### Relevant Expertise

Ms. Hines has more than 20 years of transportation industry and consulting experience in the areas of fare collection, public transit finance, transportation performance assessment, fare policy, and strategic planning.

### Education

Master of Arts, Urban Planning, University of California, Los Angeles, CA

Bachelor of Arts, Economics, University of California, Los Angeles, CA

### Representative Experience

#### ***Jacobs Hill, Senior Project Manager, May 2017 to Present***

- Deputy Project Manager for Fare Collection System Design for the San Diego Metropolitan Transit System (MTS), assisting the MTS project manager with design, development, testing and implementation of the new account-based fare collection system, PRONTO, that just launched in September 2021.
- Project Manager for the Fare Collections System Upgrade for the City of Phoenix, developing a concept of operations and technical specification culminating in the issuance of an RFP for a new fare collection system in early 2019, and selection of a systems integrator in 2020. Now awarded, Kelly oversees the design, development, testing, and implementation phases on behalf of the City of Phoenix, and will assist with operations and policy readiness efforts including Title VI analysis and reduced fare migration planning.
- Project Manager for Valley Metro's Retail and Customer Services procurement, a critical component of the region's new fare collection system in cooperation with the City of Phoenix. Scope included development of the technical specifications and procurement support through FY20
- Project Manager for the Fare Policy and Structure Analysis study for the Charlotte Area Transit System (CATS), examining current fare structure and fare collection practices; developing a fare model; evaluating alternative fare structures relative to emerging technologies in the system (e.g., mobile app, smart card capabilities); and, will conclude with recommendations for a new fare structure and implementation steps for summer 2018.
- Project Manager for the System Project Administrator Support Services for Los Angeles County Metro, which provides on-call staff support services in the areas of TAP system administration, implementation of a new low income fare program, budget process and system improvements, and other special projects as assigned.
- Senior Technical Consultant for Fare Collection System services for Metrolink in southern California, including preparation of a technical specification for new ticket vending devices (TVDs) and procurement support.

#### ***Los Angeles Metropolitan Transportation Authority; Deputy Executive Officer, Director of TAP Technology Systems and Systems Project Manager; January 2007 to May 2017.***

- Achieved Board adoption and/or approval of policy, procedural, and regulatory items from fare policy changes to approval of transit fund allocations totaling \$2 billion annually.
- Represented Metro at the 2015 ENO Transit Senior Executive Program.
- Led the development of operational policies and procedures for the TAP Service Center when services were provided by a third party contractor. These policies and procedures have now been

largely adopted across Metro as the TAP Service Center functions have transitioned to in-house operation.

- Managed the TAP Back Office team for regional TAP operations including clearing and settlement, vendor collections, and account adjustment/reconciliation after directing the establishment of this team as it transitioned from a third party contractor to in-house operation.
- Directed the development of the TAP regional clearing and settlement function, including allocation of responsibilities between Metro and TAP Service Center staff for its execution and achievement of its acceptance by the regional TAP partners. Now that this function resides in the TAP Back Office, manage the team responsible for its monthly preparation.
- Managed the regional fare tables for the TAP fare collection system which consists of directing Metro and contractor staff in the proper programming of fare changes within the regional fare table architecture after evaluation of all proposed fare policy changes for consistency with the TAP fare collection system and the fare policies of all TAP partners.
- Manage the team responsible for administration of the EZ transit pass program; the subsidized fare media programs which include Rider Relief, the Immediate Needs Transportation Program (INTP), and SHORE; and, the Local Transit Systems Subcommittee.
- Managed the migration of various regional fare and pass programs, including joint pass and reduced fare programs (ITAP, A/B-TAP) to the new smart card system from both the technical implementation and card distribution/management perspectives in collaboration with external partners.

***Kelly Hines Consulting, Owner, June 2006 to June 2007***

- Led the FY04-FY06 TDA triennial performance audits of SANDAG as the Regional Transportation Planning Entity, and seven fixed route and demand response transit operators in Santa Barbara county including City of Lompoc Transit, Santa Maria Area Transit, and Easy Lift. Verified agency compliance with data collection and reporting requirements and State Public Utilities Code requirements; identified progress to implement prior performance audit recommendations; examined performance trends; and, analyzed functional area performance.
- Served on the regional Money Committee for the TAP program, developing regional business rules.

***Booz Allen Hamilton, Associate, January 1999 to June 2006***

- As part of an agency-wide performance audit for the Utah Transit Authority, conducted a comprehensive equity analysis of the transit provision along the six-county Wasatch Front, given uneven county tax structures and an increasing modal mix (bus, TRAX light rail, and the recent commuter rail investments). The analysis included both operating and capital costs and revenues, and the resulting model allows equity to be assessed at a given point in time (the fiscal year) or over time (short- or long-term planning horizons).
- Completed a review of Santa Clara Valley Transportation Authority's (VTA) National Transit Database reporting practices, examining functional and modal allocation and determining the value of un-captured capital costs that were being reported as operating costs. Developed VTA's FY06 Indirect Cost Allocation Plan (ICAP) for determining the agency's overhead rates to be applied to labor and non-labor capital expenses. Completed the development of a financial capacity model to guide VTA in making service planning decisions by assessing VTA's financial position and ability to operate planned service expansions.
- Performed a Transit Equity Study for Sacramento RT to determine whether there are any geographic imbalances across RT's service area in terms of transit service supplied, transit service consumed, and transit funding support. At the heart of the study was the development of a cost allocation model and user's guide for RT staff to allow them to continue regional cost allocation discussions.

## Susan Howard

*Senior Professional*

### Education

B.S., Information Systems Quantitative Analysis, Portland State University, 2001  
M.S. Telecommunications Engineering, University of Colorado at Boulder, 2010  
CISSP Certified Information Systems Security Professional, #321712

### Relevant Experience

**Industrial Control Systems cybersecurity consultant for Jacobs** including development of control systems cybersecurity policies and procedures, vulnerability assessments, and workshop presentations. Multiple control system utility sectors supported including water, wastewater, transportation, electric utilities, building and factory automation, data center automation, and others.

**Network and Security Operations Manager for Portland General Electric** including quarterly board presentations of NERC CIP and Enterprise IT compliance metrics. Obtained funding for sustaining capital and operating budget for the company's first combined IT and OT security operations center with 6 staff and \$10 million year over year operating budget.

**Light Rail Systems design engineer at LTK Engineering** supporting cybersecurity and communications design for light rail signaling, systems, vehicular communications, and fare collections on light rail systems across the country. Presented technical subject matter at national conferences and university lectures.

**Intel Cybersecurity Technology Manager** for external connectivity services including extensive international experience on M&A projects. Software development manager for Intel wireless product team providing technical presentations at international WiFi Alliance plugfest events.

**University of New Mexico Campus Network Manager** including co-presenting the UNM Y2K plan to the New Mexico state legislative finance committee and successfully securing \$100 million funding for 5-year upgrade of the UNM campus network and services.

**United States Air Force Cryptography and Telecommunications Specialist** including design work with Meteor Burst radio communications technology for the Alaska based Distant Early Warning System.

### *Member Organizations*

Women's Transportation Seminar (WTS)  
Conference of Minority Transportation Officials (COMTO)  
Association of Computing Machinery (ACM)  
IEEE Intelligent Transportation Systems Society (ITSS)  
American Public Transportation Association Communication and Control Security Working Group (APTA CCSWG)

## Caleb Larson

*Staff Professional*

### Education

Bachelor of Science, Computer Engineering and Software Engineering, Oregon Institute of Technology

### Relevant Experience

Caleb is an adept hardware and software designer with experience in professional information technology (IT) leadership work. He has worked as a consultant developing IT solutions for small businesses and electronic fare payment systems for public transit agencies. He has worked on electronic fare payment systems and provides technical support for design, testing, implementation of, and reporting on those systems.

### Distinguishing Qualifications

- **Embedded System Development** using PIC32 Microcontrollers and Xilinx Microblaze soft processors in C, C++, and MIPS Assembly
- **Software Design** with data structures and Object-Oriented Programming in C++, C#, and java; working with the android SDK
- **Real Time Operating System Experience** with FreeRTOS on a DE1-SoC; writing drivers for custom hardware
- **Built GPS hiking tracker device in Verilog HDL** around a Spartan 6 FPGA
- **Digital Systems Design** with CPLDs and FPGAs using Verilog HDL or VHDL in Altera EDS and Xilinx ISE
- **Computer Architecture** in RISC systems including pipelining, cache design, cache coherency, virtual memory systems, and multi-processor architectures
- **Networking experience** with the OSI model, error detection protocols, access control on shared mediums, and routing protocols with queuing theory
- **Scripting** in both Python and Bash to automate tasks

### Relevant Experience

#### **Pronto Card, San Diego, California, San Diego Metropolitan Transit System (June 2019 – present)**

- Caleb supported the technical design review process for a new account-based transit payment system in San Diego and supported the agencies throughout the testing and pilots. He is now supporting the project rollout as issues arise.

#### **Next Gen Fare Collection System, Orange County, California, Orange County Transit Authority (OCTA) (May 2020 – Present)**

- Working with OCTA to draft a technical specification for their upcoming fare collection system which will include an account-based back office, ticket vending machines, and a mobile app.

#### **Next Generation ORCA, Puget Sound, Washington, Sound Transit (October 2018 – present)**

- Caleb is providing design review support for the development of the next generation ORCA fare payment system for Seattle's Puget Sound transit operators. Distinguishing aspects of the system design include a plan for a seamless transition of the existing card-based system to the next generation account-base system, extensive use of open APIs for all key system interfaces, and utilization of COTS software for key back office applications.



**Hop Fastpass, Portland, Oregon, TriMet(May 2018 – present)**

- Caleb provides technical support for the implementation of enhancements to the regional electronic transit fare payment system, Hop Fastpass.
- He has supported the redesign and enhancement of the institutional website and assisted with implementing fixes for a fare media production issue. He also supported process improvement, the rollout of the institutional programs, and development of standard operating procedures. Currently Caleb is supporting the region with IT support and troubleshooting technical issues within the Hop system.

**Holo Card, Honolulu, Hawaii, Honolulu Authority for Rapid Transit (HART) (August 2018 – present)**

- Caleb has provided technical support for the design, testing, and implementation of a new electronic fare payment system for the City and County of Honolulu that will work seamlessly on bus, paratransit, and rail, as well as on planned services such as bike share. He is assisting with the planning, reporting, testing, and analysis of the system pilot program.

**Ticket Vending Machine Replacement Project, Portland, Oregon, TriMet (February 2020 – Present)**

- Caleb has been helping with requirement capture and technical specification for procuring new Ticket Vending Machines in the Hop system. He will also assist with procurement, design, testing and implementation.

**Representative Experience prior to Jacobs**

**St. Helens Computer Center – Level 2 Technician, July 2015 – May 2018**

- Working with business clients to find solutions to their computer related issues.
- Development lead for mobile app integrating ticketing system for technicians in the field.

## Brian Ross

*Associate Professional*

### Education

Master of Urban Planning, New York University, Robert F. Wagner Graduate School of Public Service  
Bachelor of Arts with High Honors, Geography – Urban and Regional Planning, Binghamton University, State University of New York

### Relevant Experience

Mr. Ross has proven successes managing projects for two of the largest transportation agencies in the country, and has supported the design, development, and implementation of TriMet, C-TRAN and Portland Streetcar's Hop Fastpass, a new state-of-the-art account-based fare payment system. He's also been an integral part of the next-gen ORCA project in the Puget Sound and on the HOLO card implementation in Honolulu. Mr. Ross has a strong interest in transportation operations and technology with a focus on the end-user. Mr. Ross' greatest professional accomplishments are grounded in finding creative solutions to complex public problems, and he thrives on working with interdisciplinary project teams, including on-the-ground staff and all levels of management.

### Jacobs Experience and Dates of Involvement

#### **Hop Fastpass, TriMet, Portland OR; May 2016 – Present.**

- Support project in the testing and implementation phases, with a focus on vendor management of the system integrator, consumer and institutional website developer, retail network provider, and card manufacturer. Work includes operational design, quality control, and schedule adherence.
- Coordinated phases of the project implementation, with a focus on beta and full public launch, with relevant TriMet departments and vendors, to ensure all critical path items were addressed.
- Leading the rollout of institutional programs to eFare, coordinating website development, employer-training and card distribution.
- Other tasks include card inventory and management, development of standard operating procedures, operational flows and other policies, and testing plan development for accounting system, website, mobile app and retail network.

#### **eFare Expansion Gap Analysis, Oregon Department of Transportation, (ODOT), Portland, OR; September 2016 – August 2017.**

- Supported project to examine the feasibility of expanding Hop Fastpass to other transit providers in ODOT Region 2.
- Developed technical materials for stakeholder workshops.
- Drafted feasibility analysis for several agencies involved in the project.

#### **Next Generation ORCA, SoundTransit, Seattle, WA; February 2017 – Present.**

- Supporting the next-gen ORCA retail network procurement, drafting the Request for Information and Scope of Work, leading workshops, and serving as a non-voting member for vendor selection.
- Supporting the Puget Sound Agencies in Conceptual, Preliminary, and Final Design Review.
- Helped draft Key Performance Indicators (KPI) for next-gen ORCA system.

**HOLO Card, City and County of Honolulu, Honolulu, HI; March 2018 – Present.**

- Supporting testing and implementation phases of the new HOLO card.
- Trained call center and bus pass office staff ahead of the HOLO card pilot.
- Oversaw in-field hardware testing as well as website, IVR and accounting testing.
- Developed outreach and survey materials for pilot testers.

**New Fare Collection System, Valley Metro and City of Phoenix, Phoenix, AZ; May 2018 – Present.**

- Supported the technical specification development for the forthcoming new fare payment system procurement.
- Led workshops on the new fare collection system Retail Network.

**Representative Experience prior to Jacobs**

**Manager, New Fare Payment Planning, MTA Metro-North Railroad; New York, NY, August 2015 – May 2016.**

- Co-managed a team of consultants developing a long-term fare payment and collection strategy that established the infrastructure for fare collection over the next 20 years for one of the nation's busiest commuter railroads.
- As a member of the project's core team, as well as fare policy, IT, and sales channels' working groups, ensured strategic goals were met, while providing edits and feedback for all deliverables.
- Drafted a time and motion study scope of work that examined the impact of new fare payment technologies on onboard ticket inspections and train crew assignments.

**Senior Planner, Intermodal Operations, MTA Metro-North Railroad, New York, NY; January 2014 – August 2015.**

- Oversaw the operating contracts for the Hudson Rail Link bus service and the Haverstraw-Ossining and Newburgh-Beacon Ferries, which connect 550,000 riders to Metro-North annually.
- Managed connecting-service disruptions; monitored facility conditions, safety, schedule adherence, and fare collection; drafted public notifications; developed timetables; and addressed customer complaints.
- Served on the selection committee for a multi-million dollar, 10-year contract to operate the Hudson Rail Link.

**Operations Analyst, Budget and Performance, MTA Bridges and Tunnels, New York, NY; August 2011 – January 2014.**

- Formulated and monitored the operations budget for the country's most trafficked bridge and tunnel toll collection authority, which collected \$1.7 billion in tolls in 2014.
- Compiled and analyzed data to produce performance reports, developed new indicators and data collection procedures to assess operational performance and led projects to build new data automation systems and performance dashboards.

**Research Associate, University Transportation Research Center, Region 2, New York, NY; May 2011 – January 2012.**

- Served on a research team that examined the viability of reducing garbage-truck usage in NYC with pneumatic-tube technology, collecting data and providing strategic input; results published in Flow, and covered in Gizmodo and Capital New York/Politico.

## Sona Sehat

*Staff Professional*

### Education

M.Sc. in Transportation Engineering, University of Southern California, Los Angeles, CA.  
 Certificate in Sustainability, UCLA Extension, Los Angeles, CA.  
 Engineer in Training, State of California.

### Relevant Experience

Sona Sehat is a transportation engineer. She graduated from University of Southern California in May 2017. She has experience working with both public and private sectors including Port of Los Angeles, DKS Associates and Jacobs. She has a wide range of experience in transportation planning studies, traffic impact studies, data analysis, roadway design, etc.

### Project Experience

**Transportation Engineer, Project Study Report for Arroyo Seco Parkway traffic safety enhancement; Jacobs, Los Angeles, CA (2018).** Sona provided roadway engineering support for different studied project alternatives along with CAD support for roadway plans. Sona also provided traffic accident data analysis for this project.

**Consultant, Phase 1 of Orange County Transportation Authority (OCTA) Fare Collection System Design; Jacobs, Los Angeles, CA (2018).** Sona worked on a comprehensive background study about six peer transit agencies fare collection system for the phase 1 of this project. She also worked on the OCTA current fare collection system, pros and cons, recommendations for the next generation of FCS, etc.

**Transportation Engineer, I-710 Soundwall Project Package 3; Jacobs, Los Angeles, CA (2018).** Sona worked on right-of-way preparation to complete Caltrans PD-26 packages for this project. She also provided support on roadway design, CAD drafting, coordination with Caltrans, QA/QCs, etc. Sona provided also provided Utilities Exception Request to Caltrans for the abandoned and un-standard utilities within Caltrans right-of-way.

**Transportation Engineer, SR 126 Commerce; Jacobs, Los Angeles, CA (2018).** Sona prepared As-Built plans for the finished SR-126 Commerce project.

**Transportation Engineering Intern; Port of Los Angeles, San Pedro, CA (2017).** Sona provided a wide range of services including transportation analysis such as Level-of-service determination, signal studies, and related works for Transportation Section of EIR reports. She also provided data analysis for at-grade railroad crossings to estimate annual street blockage time by container trains within the port area. She also provided QTTB analysis to estimate truck trips generation in the port for present time and future based on the cargo volume data.

**Transportation Engineering Intern; DKS Associates, Orange County, CA (2016).** Sona provided initial traffic impact studies for the OCMHC hospital parking improvement project. optimization for various projects in Orange County; and corridor traffic signal synchronization after-studies for Goldenwest St. Signal Improvements project in Orange County.



# Agenda Item No. 11

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

December 16, 2021

**SUBJECT:**

BEYER BLVD TRACK AND SLOPE – FUND TRANSFER

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 101.1 to the Memorandum of Understanding (MOU) between the San Diego Association of Governments (SANDAG) and MTS for the Beyer Blvd. Slope Repair project.

Budget Impact

The total overall Capital Improvement Project (CIP) project budget, Beyer Blvd. Track and Slope (#2005109001) remains unchanged at \$6,042,000.00.

There is an existing Scope of Work 101 of Addendum 17 that includes a transfer to SANDAG of \$590,200.00 for design. This updated Task Order 101.1 of Addendum 17 includes a transfer of an additional \$3,538,433.00, adjusting the total Scope of Work (SOW) budget not-to-exceed amount to \$4,128,633.00 for preparation of additional design, construction, construction management, design support during construction, and construction close out. SANDAG would be reimbursed for the Design and Construction of the Beyer Blvd. Slope Repair Project from MTS.

The budget breakdown for the existing task order and the updated task order is as follows:

TASK	Task Order 101	Task Order 101.1	TOTAL
DESIGN	\$ 339,052.00	\$ 135,000.00	\$ 474,052.00
SANDAG ADMIN	\$ 188,079.00	\$ 181,200.00	\$ 369,279.00
SANDAG CM	\$ 63,069.00	\$ 500,700.00	\$ 563,769.00
CONSTRUCTION COST	-	\$ 2,265,000.00	\$ 2,265,000.00
PROJECT CONTINGENCY	-	\$ 456,533.00	\$ 456,533.00
<b>AGREEMENT TOTAL:</b>	<b>\$ 590,200.00</b>	<b>\$ 3,538,433.00</b>	<b>\$ 4,128,633.00</b>



DISCUSSION:

Following the consolidation of regional planning, design, and construction activities under SANDAG in 2004 as a result of SB 1703, MTS, SANDAG and North County Transit District entered into Master Memorandum of Understanding outlining the transfer of various responsibilities (MTS Doc. No. G0930.0-04). Addendum 17 to that master agreement outlines how MTS and SANDAG engage in Cooperative Work Efforts, Project Development and Implementation of Capital Projects. When MTS and SANDAG are cooperating on a specific project, an Addendum 17 Scope of Work (SOW) is executed documenting each agency's role. Today's proposed action relates to a project being implemented by SANDAG staff with funding from MTS.

This project provides slope and drainage improvements along the Blue Line near E. Beyer Blvd. in San Ysidro. These improvements are necessary due to the fact that there are soil stability issues on the slope, which could eventually impact the trolley tracks above and the residential property owners below.

The design for this project started in 2014, but was shelved due to budgetary constraints in May 2015.

On October 15, 2020 (AI 17), the Board approved SOW 101 with SANDAG, providing MTS funding to restart this project. In SOW 101, the partial design documents were reviewed and updated by the original engineer, and were supplemented with additional geotechnical and structural calculations.

MTS staff reviewed the design completed by the SANDAG team in early 2021, conducted field investigations with the engineering team, and recommended some value engineering changes that have allowed the project to remain within the MTS budget. In addition, MTS proposed design changes to limit the impacts to private property owners within close proximity to the project area.

In today's proposed action, SOW 101.1 will provide additional funding for SANDAG to complete the project, including the cost of additional design required, construction of the project through an Invitation for Bids (IFB) process, construction management, design support during construction, and construction close out.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Addendum 17.1, Scope of Work 101.1, for the Beyer Blvd. Slope Repair 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. Addendum 17 SOW 101.1

## Addendum 17 Project Scope of Work

MTS File No	G0930.17- 04.101.1	SANDAG Reference No.	5000710 SOW <b>101.1</b>
CIP Title:	Beyer Blvd Track & Slope		
MTS CIP No. SANDAG CIP No.	<b>2005109001 – Beyer Blvd Track &amp; Slope 1147000</b>	Project Managers:	MTS - Gabe McKee SANDAG – Omar Atayee
Lead Agency	MTS	Operating Agency	SANDAG
Estimated Start Date:	10/15/20	SOW 101 Budget	<b>\$590,200.00</b>
Estimated Completion Date:	07/01/23	Additional SOW <b>101.1</b> Budget	<b>\$3,538,433.00</b>
Total CIP Budget	<b>\$6,042,000.00</b>	Total SOW Budget (value of work to be invoiced between SANDAG/MTS)	<b>\$4,128,633.00</b>

Intended Source of Funds:

This project is funded with State funding that includes TDA funds, MTS WBSE #2005109001

Describe Any Necessary Transfer of Project Funds Between the Parties:

SANDAG shall submit detailed invoices for all expenditures to MTS. MTS will reimburse SANDAG based on these invoices.

Exhibit A, the SOW Budget, is the estimate amount for construction, construction management services, design support during construction, and construction claims management to be provided by SANDAG and its contractor and consultants. SANDAG will not expend or contract to exceed the total SOW Budget amount without a prior amendment for additional funding to this SOW.

Project Description:

This project provides slope and drainage improvements along the UC San Diego Blue Line near East Beyer Blvd in San Ysidro. The design for this project was started in 2014, but was delayed due to budgetary constraints in May 2015 with a partial 95% design. The initial transfer from MTS to SANDAG covered the cost for the 100% design, which included the reviewing and updating of the partial design by the original engineer, and additional geotechnical and structural calculations. In addition, the design team coordinated with property owners in the immediate project facility.

This updated Task Order 101.1 of Addendum 17 includes the transfer of an additional \$3,535,962 adjusting the total SOW budget not to exceed \$4,126,162 for preparation of PS&E, construction of project through invitation of bid (IFB), construction management, design support during construction, and construction claims management.

Scope of Work to be Performed by MTS:

- Flagging services will be provided by San Diego Trolley, Inc. (SDTI) personnel in the MTS right-of-way during construction. Any work which involves personnel or equipment within 15 feet of the center line of any active track must have SDTI supplied flagperson for the duration of work.
- Support SANDAG in property owner negotiations, construction document review and comment, acceptance of completed improvements, temporary Trolley operations coordination during construction, and right of way support as required. If right of way acquisition results in legal action, MTS will perform the legal actions necessary to obtain the right-of-way.
- MTS will reimburse SANDAG for all costs associated with the Scope of Work performed by SANDAG (set forth below). The agreed budget is set forth in Exhibit A.

Scope of Work to be Performed by SANDAG:

- Preparation of PS&E, construction of project through invitation for bid (IFB), construction management, design support during construction, and construction claims management.
- MTS will reimburse SANDAG for all costs associated with the Scope of Work performed by SANDAG (set forth below). The agreed budget is set forth in Exhibit A.

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 Hasan Ikhata

Sharon Cooney

Date:

Date:

Executive Director or Designee

Chief Executive Officer

## Exhibit A- SOW Budget

<b>TASK</b>	<b>ADD17</b>	<b>ADD17.1</b>	<b>TOTAL</b>
DESIGN	\$ 339,052	\$ 135,000	\$ 474,052
SANDAG ADMIN	\$ 188,079	\$ 181,200	\$ 369,279
SANDAG CM	\$ 63,069	\$ 500,700	\$ 563,769
CONSTRUCTION COST	-	\$ 2,265,000	\$ 2,265,000
PROJECT CONTINGENCY	-	\$ 454,062	\$ 454,062
<b>AGREEMENT TOTAL</b>	<b>\$ 590,200</b>	<b>\$ 3,538,433</b>	<b>\$ 4,126,162</b>





## Agenda Item No. 12

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

December 16, 2021

#### SUBJECT:

CONSTRUCTION MANAGEMENT (CM) SERVICES FOR SOUTH BAY ZERO EMISSION BUS (ZEB) OVERHEAD (OH) CHARGING INFRASTRUCTURE INSTALLATION

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA2501-CM01 under MTS Doc. No. G2501.0-21 (in substantially the same format as Attachment A), with TRC Engineers Inc. (TRC), for CM services for the ZEB OH Charging Infrastructure Construction Project in the amount of \$796,363.18.

#### Budget Impact

The total budget for this project shall not exceed \$796,363.18 over the duration of the CM services. This project is funded by MTS Capital Improvement Project (CIP) 1009113101 – Iris Rapid – Charging Infrastructure.

#### DISCUSSION:

The design for the South Bay ZEB OH Charging Infrastructure has been completed and the construction phase of the project is currently being advertised with an anticipated contract award date of January 2022. This recommended Work Order contract will provide construction management services to augment MTS staff oversight of the construction contractor. The project involves civil, structural, and electrical improvements to the MTS South Bay Bus Maintenance facility to install an overhead charging gantry system and chargers to support up to twenty-four (24) battery electric buses.

MTS requires CM services to assist staff with the coordination, control, and oversight of the construction contractor from beginning of the work through completion. The proposed Work Order for CM services includes resident engineering, field inspection, office engineering, project scheduling analysis, geotechnical testing and observations, hazardous materials testing, and quality assurance (QA) source and field inspections.



On January 11, 2021, the San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call CM Services. The RFSQ resulted in the identification of six (6) firms qualified to perform CM services; the MTS Board approved this panel of On-Call CM Services firms on July 29, 2021 (AI 16). Tasks are assigned to the firms through a work order process.

MTS staff reviewed the approved CM firms and utilized a direct award process to select TRC to perform the requisite services. TRC has previously managed MTS's ZEB Construction Projects, which are highly specialized.

TRC's proposed amount of \$796,363.18 is less than MTS's Independent Cost Estimate (ICE) and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2501-CM01 under MTS Doc. No. G2501.0-21 (in substantially the same format as Attachment A), with TRC for CM services for the ZEB OH Charging Infrastructure Construction Project in the amount of \$796,363.18.

/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 WOA2501-CM01



**Metropolitan  
Transit  
System**

December 16, 2021

MTS Doc. No. G2501.0-21  
Work Order No. WOA2501-CM01

Agnes Weber  
Project/Task Order Manager  
TRC Engineers Inc.  
4393 Viewridge Ave. Ste. A  
San Diego, CA 92123

Dear Agnes Weber:

Subject: MTS DOC. NO. G2501.0-21, WOA2501-CM01, ZERO EMISSION BUS (ZEB) OVERHEAD (OH) INFRASTRUCTURE CONSTRUCTION PROJECT, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2501.0-21, WOA2501-CM01, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

#### SCOPE OF SERVICES

Provide construction management and inspection staff for the ZEB OH Infrastructure (PWB333.0-21) Construction work (see MTS contract PWB333.0-21), in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

#### SCHEDULE

The project schedule shall follow MTS Project ZEB OH Infrastructure (PWB333.0-21).

#### PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$796,363.18 without prior written authorization of MTS.



Sincerely,

Sharon Cooney  
Chief Executive Officer

Attachments: A - Scope of Services  
B - Negotiated Fee Proposal

Accepted:

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Agnes Weber  
TRC Engineers Inc.

Date:



**WORK ORDER TITLE: Iris Rapid Corridor and Station Design**  
**MTS Doc. No. TBD**

**I. PROJECT DESCRIPTION**

The South Bay Bus Maintenance Facility ZEB Overhead Charging – Phase 1 generally consist of civil, structural and electrical improvements to the MTS South Bay Bus Maintenance Facility located at 3650 Main St., Chula Vista 91910 in order to provide overhead charging capabilities for twenty-four battery electric buses. Work consists of new primary switchgear, site electrical vehicle duct bank, new charging island curb and steel gantry system. This work order provides construction management services to aid in the management of the project.

**II. EXPECTED RESULTS**

Contractor is expected to provide the scope of work and deliverables

**III. SCOPE OF WORK**

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

**Construction Management and Inspection Services**

- **Oversee and Monitor construction activities performed by the contractor per project plans and specifications, including periodic job site safety reviews.**
  - Resident Engineering and Field Inspection
  - Office Engineering
  - Project Scheduling Analysis
  - Geotechnical Testing and Observations
  - Stormwater Compliance Monitoring
  - Labor Compliance Monitoring
  - QA Source and Specialty Inspection
  - Surveying and Construction Staking

**Staffing:**

1. Resident Engineer
2. Assistant Resident Engineer/Office Engineer
3. Field Inspectors -Civil/Mechanical, Electrical, Landscape
4. Electrical Engineer – Submittal and Shop Drawing Reviews
5. QA/QC Inspectors
6. Scheduler
7. Labor Compliance Specialist
8. Stormwater Compliance Specialist
9. Materials Testers/Engineers
10. Surveyor/Party Chief

**IV. PERIOD OF PERFORMANCE**

See Zeb Oh construction PWB333.0-21

**V. DELIVERABLES**

Deliverables will consist of the work products produced under direct supervision by MTS management which include:

Deliverables will consist of the daily work products produced under direct supervision by MTS management which include:

1. Inspector’s daily reports and photographs
2. Residents Engineers’ daily or weekly status reports and updates.
3. A set of 11x17 size prints of the project marked on the front “RESIDENT ENGINEER COPY”
4. Correspondence files.
5. Testing submittal reviews and Inspection
6. Request for Information (RFIs) and responses.
7. Other pertinent files established and maintained that would normally be required for a project of this scope, set up using the Caltrans numbering system.

**VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

A. Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
Construction Management Services	See Zeb Oh construction PWB333.0-21
Project Closeout and Final Records Transmittal	See Zeb Oh construction PWB333.0-21

**VII. MATERIALS TO BE PROVIDED BY MTS AND/OR SANDAG**

1. Project drawings, specifications, and other pertinent project documents.
2. Necessary forms for project flaggers.
3. Flagging personnel for work alongside the MTS right-of-way.
4. MTS Roadway Worker training (if not current) for personnel to be working on the project, at all sites, alongside the MTS right-of-way.
5. Access to all signal and highway grade crossing facilities as required.

**VIII. SPECIAL CONDITIONS**

Not Applicable.

**IX. MTS ACCEPTANCE OF SERVICES:**

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

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

#### **X. DEFICIENT WORK PRODUCT:**

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

- Paying applicable delay fees,
- Revising provided documents,

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

#### **XI. DELIVERABLE REQUIREMENTS**

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

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

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

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

## **XII. ADDITIONAL INFORMATION**

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

- Electrical System Start-Up and Testing services not included in scope of work
- Skilled and Trained Workforce requirements do not apply to consultant services
- QA Source and Specialty Inspections based on single fabricator local within Southern California.
- QA Source and Specialty Inspections based on an adequate Quality Control fabrication program. If determined necessary and agreed upon by MTS, QA inspections may be increased.
- Scope and Costs based on contract quantity Contract time may be extended by weather or unforeseen delays that arise during construction. Costs may need to be re-visited should this occur.



# Work Order Estimate Summary

Att. A, AI 12, 12/16/2021

<b>MTS Doc. No.</b>	<b>G2051.0-21</b>
<b>Work Order No.</b>	<b>WOA2501-CM01</b>
<b>Attachment:</b>	<b>B</b>

**Work Order Title:** South Bay Maintenance Facility - Iris Rapid Charging Infrastructure - Phase 1

**Project No:**

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1		Construction Management and Inspection Services	\$796,363.18
2			

Totals = \$796,363.18

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Construction Management and Inspection Services	3,504.0	\$796,363.18
2				
3				
4				
5				

Totals = 3,504.0 \$796,363.18

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				TRC Engineers	3,112.0	\$711,337.04
				Leighton Consulting	392.0	\$85,026.14

Totals = 3,504.0 \$796,363.18



## Agenda Item No. 13

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

December 16, 2021

**SUBJECT:**

**FLEET AND ANCILLARY EQUIPMENT INSPECTIONS, MAINTENANCE AND REPAIR SERVICES – CONTRACT AWARD**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1594.0-22 (in substantially the same format as Attachment A) with M Power Truck and Diesel Repair (“M Power”), for \$457,837.71, for the provision of fleet and ancillary equipment inspections, maintenance and repair services for five (5) years from January 1, 2022 to December 31, 2026.

Budget Impact

The total budget for this project shall not exceed \$457,837.71 (Attachment C). This project will be funded by the following Operations Budget Accounts:

Program	Budget Account	Amount
Light Rail Vehicle (LRV)	350016-571210	\$ 24,300.00
Maintenance of Wayside (MOW)	360016-571210	\$226,516.86
Track	370016-571210	\$161,068.29
Facilities	380016-571210	\$ 45,952.56
<b>Total:</b>		<b>\$457,837.71</b>

**DISCUSSION:**

M Power will provide fleet and ancillary equipment inspections, maintenance and repair services on San Diego Trolley, Inc.’s (SDTI’s) non-revenue vehicles and equipment for the Light Rail Vehicle (LRV), MOW, Track and Facilities departments.

These services are required in order to reduce risk of physical injury or property damage, and to keep MTS in compliance with California Highway Patrol (CHP) requirements, Basic Inspection of Terminals (BIT) Program, and Occupational Health and Safety Administration (OSHA) Aerial Lift regulations. Contractor will perform services in accordance with the manufacturer’s recommended service levels, and all inspections will be documented in a report sent to MTS.



Vehicles are either MTS-owned or leased from Enterprise Fleet Management (Enterprise). All of the ancillary equipment is MTS-owned. See Attachment B for the complete list.

Contractor's rates will remain the same whether the vehicle is leased or MTS-owned. All inspection costs for leased vehicles or MTS-owned vehicles will be borne by MTS. All costs for MTS-owned maintenance and repairs will be borne by MTS. Enterprise will be responsible for all maintenance and repair services for leased vehicles, with the exception of:

1. Mileage requirement where Enterprise will pay for work on vehicles under 100K miles, and MTS will be responsible for vehicles over 100K miles.
2. Lease term requirement where Enterprise will pay for leases less than 60 months, and MTS will pay for leases over 60 months.

Contractor will also be responsible for oil changes per the vehicles/equipment manufacturer's recommended service levels. Oil changes for leased vehicles follow the mileage and lease term requirements above.

MTS will pay for all brakes and tires regardless of the mileage or lease term.

On August 6, 2021, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide fleet and ancillary equipment inspections, maintenance and repair services. On October 5, 2021, MTS received a single bid from M Power at \$472,114.89.

To ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the IFB on PlanetBids, asking them their reason/s for not bidding. The results indicated that neither the IFB nor MTS's procurement processes played a role in their decision not to respond.

On October 20, 2021, MTS contacted M Power to negotiate costs. On October 25, 2021, M Power submitted a revised bid at \$457,837.71, a savings to MTS of \$14,277.18. MTS has further performed a price analysis by comparing historical payments and other agencies' costs, and determined that the unit costs proposed are fair and reasonable. M Power has performed these services for MTS for over five (5) years and is deemed a responsible partner.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1594.0-22 (in substantially the same format as Attachment A) with M Power, for \$457,837.71, for the provision of fleet and ancillary equipment inspections, maintenance and repair services for five (5) years from January 1, 2022 to December 31, 2026.

/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. L1594.0-22  
B. Scope of Work  
C. Bid Pricing Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. L1594.0-22 FLEET AND ANCILLARY EQUIPMENT INSPECTIONS, MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: M Power Truck and Diesel Repair Address: 8500 Ablette Rd  
Santee CA 92071  
City State Zip  
Form of Business: Corporation Email: tom@mpowerdiesel.com  
(Corporation, Partnership, Sole Proprietor, etc.)  
Telephone: (619) 448-2225

Authorized person to sign contracts Tom Mueller President  
Name Title

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

The contract term is for five (5) years effective January 1, 2022 through December 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$457,837.71 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	M POWER TRUCK AND DIESEL REPAIR
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



# **1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

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**[SECTIONS 1.1 TO 1.9 APPLY TO ALL DEPARTMENTS]**

## **1.1. OVERVIEW**

The San Diego Metropolitan System hereinafter referred to as “MTS” operates San Diego Trolley, Inc. (SDTI), and is seeking bids from qualified and experienced Contractors to perform Fleet Inspections on its non-revenue vehicles and equipment.

These services are required in order to reduce risk of physical injury or property damage, and to keep MTS in compliance with federal, state, and local laws.

There are three SDTI departments each with its own scope of work:

1. Light Rail Vehicle (LRV) Department
2. Maintenance of Wayside (MOW) Department
  - a. Track
  - b. Wayside
3. Facilities (FAC) Department

Services performed shall at a minimum meet the requirements outlined in the scope of work and conform to industry standards. MTS will inform Contractor in writing should vehicles or equipment need to be removed or added to the list; or should the number of inspections or their frequency change, and an amendment to the agreement will be issued under the contracted terms.

Services shall be effective January 1, 2022 through December 31, 2026.

## **1.2. CONTRACTOR’S MINIMUM QUALIFICATIONS**

1. Contractor must be licensed in the State of California for the work described. A current license should be submitted with the bid.
2. Contractor shall have five (5) years’ current experience providing all these types of inspections. Experience shall be shown in the Status of Contract Form.
3. Services shall be performed by certified technicians, licensed by the State of California, ASE certified, with Air Brakes qualification, and qualifications to inspect hi-rail equipment. Contractor shall submit certificates with its bid.
4. FAC vehicles are leased from Enterprise Fleet Management (Enterprise). The LRV vehicle is MTS-owned. MOW’s vehicles are both MTS-owned or leased from Enterprise. Therefore, Contractor must be Enterprise authorized for maintenance and repair.
5. Vehicles will be dropped off and picked up by an SDTI employee. Some services may need to be performed on-site (e.g. equipment on the track). The Contractor shall provide a drop off location no greater than 20 miles from SDTI, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101. Location should be shown on the Contact Information Form, under “Drop Off Location”.

## **1.3. CONTRACTOR REQUIREMENTS**

The Contactor shall work closely with the MTS Project Manager (MTS PM) for overall scheduling, execution, completion of work, and must comply with the following criteria:

1. Inspections must be in compliance with California Highway Patrol (CHP) requirements, BIT Program and Occupational Health and Safety Administration (OSHA) Aerial Lift regulations.
2. Services will always be performed by a certified technician, licensed by the State of California, ASE certified, with Air Brakes qualification, and qualifications to inspect hi-rail equipment.
3. The Contractor shall provide service according to the vehicles/equipment manufacturer's recommended service levels.

#### **1.4. REPORTS**

The Contractor shall provide records on the following inspections. Each department's reports are specified in its scope of work:

1. 90-day BIT inspection (CHP BIT program – Exhibit A)
2. 90-day Hi-Rail inspection (OSHA Lift regulations – Exhibit B)
3. 90-day Aerial Lift/Boom inspection (OSHA Lift regulations – Exhibit C)
4. Annual Vehicle Inspection (CHP BIT program – Exhibit D)
5. Inspection records shall be retained for a minimum time period of three (3) years and shall be made available for replacement, or as requested by MTS.
6. All inspections must be documented on an Inspection Report and emailed to the respective MTS PM after each inspection.

#### **1.5. RESPONSE TIME**

Contractor shall have a response time of 24 hours after service request to perform the inspection.

For repairs, servicing and preventative maintenance, Contractor will provide MTS with a schedule upon inspection.

#### **1.6. BID FORMS (ATTACHMENT 1)**

##### **1. Overview**

The bid forms for each department are provided separately. MOW has two (2) bid forms, one for Track and the other for Wayside.

Bidders shall bid on all the departments in order to be considered responsive. MTS will award one (1) contract to the lowest responsive, responsible bidder for all the services combined. Once the contract is awarded three (3) purchase orders will be issued, one for each department with its own MTS PM.

Charges not described on the bid forms will not be considered valid and MTS will not pay additional costs, therefore bidders should price accordingly.

##### **2. Cost per Inspection**

The "Cost per Inspection" shall be an all-inclusive cost, including but not limited to all labor, inspection equipment and all necessary supplies and materials required for each inspection.

##### **3. Vehicle Preventative Maintenance/Servicing/Repairs**

Any additional preventative maintenance, servicing or repairs identified during the inspections shall be emailed to the respective MTS PM. Contractor shall submit cost of repair showing labor hours, the hourly rate for that specific year, the list of any materials required and estimated schedule. If repair is at MTS, travel time will not be billable. Hours quoted shall be for onsite work only. MTS will review the quote for fair and reasonableness and communicate its response to the Contractor. All approvals will be made in writing. MTS reserves the right to obtain other quotes/award these services to other contractors as it deems necessary.

4. Ancillary Equipment Servicing/Maintenance/Repairs (As Needed)

Services for ancillary equipment will be on an as needed basis. The MTS PM will inform contractor when the need arises. Depending on the equipment (e.g. if on the rail or not), the repairs may be on-site at MTS, or at the Contractor's facility. All services must be coordinated with the respective MTS PM.

When requested, Contractor shall inspect the equipment within 24 hours, submit cost of repair showing labor hours, the hourly rate for that specific year, the list of any materials required and estimated schedule. If repair is at MTS, travel time will not be billable. Hours quoted shall be for onsite work only. MTS will review the quote for fair and reasonableness and communicate its response to the Contractor. All approvals will be made in writing. MTS reserves the right to obtain other quotes/award these services to other contractors as it deems necessary.

5. Estimated Annual Hours

MTS has provided estimated annual hours based on historical usage. Hourly rates shall be all-inclusive including but not limited to the cost of labor, tools, equipment, fuel and all other related costs necessary to perform the work described.

6. Estimated Annual Materials Cost

MTS has also provided the estimated annual materials cost based on historical averages. This is what MTS estimates it will spend annually. Materials cost may be more or less than indicated and will depend on MTS needs. These amounts should not be changed on the bid form, and should be added to the total cost.

7. Taxes, hazmat, environmental charges and fees

Bidders costs should not include taxes, hazmat or environmental charges and fees. MTS will add these separately when issuing the PO.

Contractor will only invoice these when incurred.

**1.7. 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.

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

**1.8. PAYMENT TERMS**

Contractor shall be compensated for actual performance of services for each area serviced in accordance with the pricing schedule submitted by the Contractor. One hundred (100%) of the contract price for each area, will be paid to the Contractor within thirty (30) days after receipt of invoices and acceptance of services by MTS, as provided herein.

Payment terms will be Net thirty (30) from acceptance of rendered services, by MTS. Payment terms less than ten (10) days from acceptance will not be considered. Advanced Payment is Not Allowable.



## LEASED VERSUS MTS-OWNED VEHICLES

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### 1.9. LEASED VERSUS MTS-OWNED VEHICLES

1. All the Facilities vehicles are leased from Enterprise Fleet Management (Enterprise).
2. The one (1) LRV vehicle is MTS-owned. LRV may require the vehicle to be returned the same day it is dropped off for service. Contractor should plan the services accordingly.
3. MOW vehicles are both MTS-owned or leased from Enterprise. The tables below identify the leased and MTS-owned vehicles.
4. Contractor's labor rates will remain the same whether the vehicle is leased or MTS-owned.
5. Inspections only: All costs for leased vehicles or MTS-owned vehicles will be borne by MTS and invoiced under this contract per Section 4.7 – Invoices in the IFB.
6. MTS-owned vehicles - Maintenance/Repairs: All costs for MTS-owned vehicles will be borne by MTS, and invoiced under this contract per Section 4.7 – Invoices in the IFB.
7. Leased vehicles - Maintenance/Repairs: For invoicing, the leased vehicles process is different. (Note: this billing process will be discussed again at the kickoff meeting).
  - A. Mileage requirement: Contractor to contact Enterprise first before maintenance or repair work is done. Enterprise will authorize the work as appropriate.
    - i. Under 100K miles. Contractor will send this invoice to Enterprise for payment. Enterprise will pay Contractor.
    - ii. Over 100K miles. Contractor will send this invoice to Enterprise for payment. Enterprise will pay Contractor. Enterprise will then send its invoice to MTS for reimbursement.
  - B. Lease term requirement: Contractor to contact Enterprise first before maintenance or repair work is done. Enterprise will authorize the work as appropriate:
    - i. Shorter than 60 months. Contractor will send this invoice to Enterprise for payment. Enterprise will pay Contractor.
    - ii. Longer than 60 months. Enterprise will authorize the work as appropriate. Contractor will send this invoice to Enterprise for payment. Enterprise will pay Contractor. Enterprise will then send its invoice to MTS for reimbursement.
  - C. Contractor will also be responsible for oil changes per the vehicles/equipment manufacturer's recommended service levels. MTS PM and Contractor will keep track of the mileage so that oil changes are done per vehicles/equipment manufacturer's recommended service levels. Oil changes for leased vehicles follow the mileage and lease term criteria above.
  - D. Brakes and tires are the exception. MTS pays this cost regardless of the mileage or lease term. Contractor to contact Enterprise first before work is done. Enterprise will authorize the work as appropriate. Contractor will send this invoice to Enterprise for payment. Enterprise will pay Contractor. Enterprise will then send its invoice to MTS for reimbursement.

# MOW DEPARTMENT

## 1.10. OVERVIEW

For MOW Department (Track and Wayside), Contractor shall provide the following inspections and services:

1. 90-day Basic Inspection of Terminals, hereinafter referred to as “90-day BIT” inspection for twenty-six (26) MOW fleet vehicles;
2. 90-day Hi-Rail Inspections for eleven (11) MOW Hi-Rail vehicles;
3. 90-day Aerial Lift/Boom inspections for nine (9) MOW vehicles equipped with lifts; and,
4. Annual Inspection on thirteen (13) MOW vehicles; and
5. Inspection and maintenance services for three (3) on-track maintenance machines and other ancillary equipment as listed.

## 1.11. REPORTS

The Contractor shall provide MOW with records on:

1. 90-day BIT inspection (CHP BIT program – Exhibit A)
2. 90-day Hi-Rail inspection (OSHA Lift regulations – Exhibit B)
3. 90-day Aerial Lift/Boom inspection (OSHA Lift regulations – Exhibit C)
4. Annual Vehicle Inspection (CHP BIT program – Exhibit D)

## 1.12. VEHICLE LIST

The quantity and profile of the list of vehicles may change as needs and work change through the contract period.

Vehicle Type	MTS-Owned or Leased?	Lift Type	Lift Model	Qty	Hi-rail	Lift	Annual	
Ford F150	Leased			2				
Ford F250 Hyrail	Owned			1	1		1	
Ford F250 REG CAB Line truck	Leased			1				
Ford F350 Stake Bed	Leased			1				
Ford F350 Crew Cab	Leased			3				
Ford F350 Extra Cab Line Truck	Leased			9				
Ford F350 XL Hyrail	Leased			1	1		1	
Ford F550	Leased			1			1	
Ford F550	Owned	Man Lift with Crane	AT37 G	2	2	2	2	
Ford F550	Leased	Stellar Crane	5521	1	1	1	1	
International - Water Truck	Owned			1			1	
International 4300chassis	Owned	TRK MD Man Lift	TA 50	2	2	2	2	
International 4300Chassis	Owned	TRK MD Man Lift	3425	1	1	1	1	
International 7400Chassis	Owned	TRK MD Crane	AC23-95B	1	1	1	1	
Freightliner 3-Axel Rotary Dump Truck	Owned			1	1	1	1	
				<b># of Vehicles</b>	<b>28</b>	<b>11</b>	<b>9</b>	<b>13</b>
				<b># of Inspections per Year</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>1</b>

**1.13. ANCILLARY MAINTENANCE EQUIPMENT LIST**

Servicing and maintenance for ancillary maintenance equipment shall be provided on an as-needed basis. The MTS PM will notify the Contractor when these are needed.

The quantity and profile of the list of equipment may change as needs and work change through the contract period.

Equipment	MTS-Owned or Leased?	Description
Tower #1	Owned	Terex, Model #AL4000
Tower #2	Owned	Magnum, Model #MLT3060M
226	Owned	Caterpillar Skid Steer
454	Owned	2021 Ballast Regulator - Knox Kershaw
455	Owned	1990 Lo-Railer
456	Owned	1991 Tamper, Model #ECTR130AGL
457		2021 Regulator -
458	Owned	2000 Cat Diesel Swingmaster
AC-02	Owned	2014 185 Sullair - 49HP185DPQ JDM-CAT
Chipper	Owned	2000 Altec Chipper
EX-13	Owned	2014 Caterpillar Bobcat Mini EX E35
Hydraulic	Owned	Vanguard V-Twin 18 0 RRP Hydraulics Machine

## **LRV DEPARTMENT**

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### **1.14. OVERVIEW**

For the LRV Department, the Contractor shall provide the following inspections and records on one (1) vehicle:

1. 90-day BIT inspection (CHP BIT program – Exhibit A)
2. 90-day Hi-Rail inspection (OSHA Lift regulations – Exhibit B)

### **1.15. VEHICLE LIST**

International 4000 Series 4300 MAXX.

## FACILITIES DEPARTMENT

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### 1.16. OVERVIEW

For the Facilities Department hereinafter referred to as "FAC", Contractor shall provide the "90-Day BIT" inspection (CHP BIT program – Exhibit A) and records on eighteen (18) vehicles.

### 1.17. VEHICLES LIST

A total of four (4) 90-Day BIT inspections shall be performed per year.

Vehicle Type	Quantity
Ford F250	14
Ford F350	4
<b>Total # Vehicles Inspected</b>	<b>18</b>

**FLEET INSPECTIONS IFB  
L1594.0-21 (ADDENDUM NO. 1)  
OVERALL TOTAL**

Bidder's Name: M Power Truck and Diesel Repair

Department		Five Year Total
MOW (Track) Department	\$	161,068. <u>29</u>
MOW (Wayside) Department	\$	226,516. <u>86</u>
LRV Department	\$	24,300. <u>00</u>
Facilities Department	\$	45,952. <u>56</u>
<b>Overall Contract Total (Basis for Award)</b>	<b>\$</b>	<b>457,837.<u>71</u></b>

\*\*\*PRICING PAGES TOTAL OF FIVE (5) EXCEL SHEETS. ALL MUST BE COMPLETED\*\*\*

**FLEET INSPECTION IFB**  
**L1594.0-21 (ADDENDUM NO. 1)**  
**MOW (TRACK) DEPARTMENT**

Att. C, AI 13, 12/16/2021

Bidder's Name: M Power Truck and Diesel Repair

	MTS OWNED & LEASED			
Types of Inspection (2022)	# of Vehicles	# of Inspections per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 1	11	4	\$ 115.50	\$ 5,082.00
90 day Boom/Bucket inspection - Year 1	2	4	\$ 147.59	\$ 1,180.72
90 day Hi-Rail inspection - Year 1	4	4	\$ 196.80	\$ 3,148.80
Annual inspection - Year 1	6	1	\$ 109.98	\$ 659.88
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 1	50		\$ 130.00	\$ 6,500.00
Servicing/Maintenance Materials - Year 1	Estimated Annual Materials			\$ 3,000.00
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 1	60		\$ 130.00	\$ 7,800.00
Servicing/Maintenance Materials - Year 1	Estimated Annual Materials			\$ 3,500.00
<b>Subtotal Year 1</b>				<b>\$ 30,871.40</b>

Types of Inspection (2023)	# of Vehicles	# of Inspections per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 2	11	4	\$ 121.28	\$ 5,336.32
90 day Boom/Bucket inspection - Year 2	2	4	\$ 154.97	\$ 1,239.76
90 day Hi-Rail inspection - Year 2	4	4	\$ 206.64	\$ 3,306.24
Annual inspection - Year 2	6	1	\$ 115.48	\$ 692.88
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 2	50		\$ 135.00	\$ 6,750.00
Servicing/Maintenance Materials - Year 2	Estimated Annual Materials			\$ 3,150.00
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 2	60		\$ 135.00	\$ 8,100.00
Servicing/Maintenance Materials - Year 2	Estimated Annual Materials			\$ 3,675.00
<b>Subtotal Year 2</b>				<b>\$ 32,250.00</b>

Types of Inspection (2024)	# of Vehicles	# of Inspections per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 3	11	4	\$ 127.34	\$ 5,602.90
90 day Boom/Bucket inspection - Year 3	2	4	\$ 162.72	\$ 1,301.76
90 day Hi-Rail inspection - Year 3	4	4	\$ 216.97	\$ 3,471.52
Annual inspection - Year 3	6	1	\$ 121.25	\$ 727.50
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 3	50		\$ 140.00	\$ 7,000.00
Servicing/Maintenance Materials - Year 3	Estimated Annual Materials			\$ 3,307.50
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 3	60		\$ 140.00	\$ 8,400.00
Servicing/Maintenance Materials - Year 3	Estimated Annual Materials			\$ 3,858.75
<b>Subtotal Year 3</b>				<b>\$ 33,669.99</b>

Types of Inspection (2025)	# of Vehicles	# of Inspections per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 4	11	4	\$ 133.71	\$ 5,883.24
90 day Boom/Bucket inspection - Year 4	2	4	\$ 170.86	\$ 1,366.88
90 day Hi-Rail inspection - Year 4	4	4	\$ 227.82	\$ 3,645.12
Annual inspection - Year 4	6	1	\$ 127.31	\$ 763.86
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 4	50		\$ 145.00	\$ 7,250.00
Servicing/Maintenance Materials - Year 4	Estimated Annual Materials			\$ 3,472.88
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 4	60		\$ 145.00	\$ 8,700.00
Servicing/Maintenance Materials - Year 4	Estimated Annual Materials			\$ 4,051.69
<b>Subtotal Year 4</b>				<b>\$ 35,133.67</b>



Types of Inspection (2026)	# of Vehicles	# of Inspections per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 5	11	4	\$ 140.40	\$ 6,177.60
90 day Boom/Bucket inspection - Year 5	2	4	\$ 179.40	\$ 1,435.20
90 day Hi-Rail inspection - Year 5	4	4	\$ 239.31	\$ 3,827.36
Annual inspection - Year 5	6	1	\$ 133.68	\$ 802.08
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 5	50		\$ 150.00	\$ 7,500.00
Servicing/Maintenance Materials - Year 5	Estimated Annual Materials			\$ 3,646.52
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 5	10		\$ 150.00	\$ 1,500.00
Servicing/Maintenance Materials - Year 5	Estimated Annual Materials			\$ 4,254.27
<b>Subtotal Year 5</b>				<b>\$ 29,143.03</b>

<b>MOW (Track) Total for 5 Years (Inspections/Service/Maint/Repairs + Labor + Materials)</b>	<b>\$ 161,068.29</b>
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Estimated Annual Materials: Bidders should not change this amount.

**FLEET INSPECTION IFB  
L1594.0-21 (ADDENDUM NO. 1)  
MOW (WAYSIDE) DEPARTMENT**

Att. C, AI 13, 12/16/2021

**Bidder's Name:** M. Power Truck and Diesel Repair

	MTS OWNED & LEASED			
Types of Inspection (2022)	# of Vehicles	# of Inspection per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 1	17	4	\$ 115.50	\$ 7,854.00
90 day Boom/Bucket inspection - Year 1	5	4	\$ 147.59	\$ 2,951.80
90 day Hi-Rail inspection - Year 1	5	4	\$ 196.00	\$ 3,936.00
Annual inspection - Year 1	5	1	\$ 109.98	\$ 549.90
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 1	110		\$ 130.00	\$ 14,300.00
Servicing/Maintenance Materials - Year 1	Estimated Annual Materials			\$ 10,000.00
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 1	10		\$ 130.00	\$ 1,300.00
Servicing/Maintenance Materials - Year 1	Estimated Annual Materials			\$ 500.00
<b>Subtotal Year 1</b>				<b>\$ 41,391.70</b>

Types of Inspection (2023)	# of Vehicles	# of Inspection per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 2	17	4	\$ 121.28	\$ 8,247.04
90 day Boom/Bucket inspection - Year 2	5	4	\$ 154.97	\$ 3,099.40
90 day Hi-Rail inspection - Year 2	5	4	\$ 206.64	\$ 4,132.80
Annual inspection - Year 2	5	1	\$ 115.48	\$ 577.40
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 2	110		\$ 135.00	\$ 14,850.00
Servicing/Maintenance Materials - Year 2	Estimated Annual Materials			\$ 10,500.00
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 2	10		\$ 135.00	\$ 1,350.00
Servicing/Maintenance Materials - Year 2	Estimated Annual Materials			\$ 525.00
<b>Subtotal Year 2</b>				<b>\$ 43,281.64</b>

Types of Inspection (2024)	# of Vehicles	# of Inspection per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 3	17	4	\$ 127.34	\$ 8,659.12
90 day Boom/Bucket inspection - Year 3	5	4	\$ 162.72	\$ 3,254.40
90 day Hi-Rail inspection - Year 3	5	4	\$ 216.97	\$ 4,339.40
Annual inspection - Year 3	5	1	\$ 121.25	\$ 606.25
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 3	110		\$ 140.00	\$ 15,400.00
Servicing/Maintenance Materials - Year 3	Estimated Annual Materials			\$ 11,025.00
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 3	10		\$ 140.00	\$ 1,400.00
Servicing/Maintenance Materials - Year 3	Estimated Annual Materials			\$ 551.25
<b>Subtotal Year 3</b>				<b>\$ 45,235.92</b>

Types of Inspection (2025)	# of Vehicles	# of Inspection per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 4	17	4	\$ 133.71	\$ 9,092.28
90 day Boom/Bucket inspection - Year 4	5	4	\$ 170.80	\$ 3,417.20
90 day Hi-Rail inspection - Year 4	5	4	\$ 227.82	\$ 4,556.40
Annual inspection - Year 4	5	1	\$ 127.31	\$ 636.55
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 4	110		\$ 145.00	\$ 15,950.00
Servicing/Maintenance Materials - Year 4	Estimated Annual Materials			\$ 11,576.25
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 4	10		\$ 145.00	\$ 1,450.00
Servicing/Maintenance Materials - Year 4	Estimated Annual Materials			\$ 578.81
<b>Subtotal Year 4</b>				<b>\$ 47,257.49</b>

Types of Inspection (2026)	# of Vehicles	# of Inspection per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90 day BIT inspection - Year 5	17	4	<del>\$ 140.40</del>	<del>\$ 9,547.20</del>
90 day Boom/Bucket inspection - Year 5	5	4	<del>\$ 179.40</del>	<del>\$ 3,588.00</del>
90 day Hi-Rail inspection - Year 5	5	4	<del>\$ 239.21</del>	<del>\$ 4,784.20</del>
Annual inspection - Year 5	5	1	<del>\$ 133.68</del>	<del>\$ 668.40</del>
Vehicle Servicing/Maintenance/Repairs	Estimated Annual Hours		Labor Hourly Rate	Extended Cost (# of Hours x Hourly Rate)
Servicing/Maintenance Labor - Year 5	110		<del>\$ 150.00</del>	<del>\$ 16,500.00</del>
Servicing/Maintenance Materials - Year 5	Estimated Annual Materials			\$ 12,155.06
Ancillary Equipment Servicing/Maintenance/Repairs (As Needed Basis)	Estimated Annual Hours		Labor Hourly Rate	
Servicing/Maintenance Labor - Year 5	10		<del>\$ 150.00</del>	<del>\$ 1,500.00</del>
Servicing/Maintenance Materials - Year 5	Estimated Annual Materials			\$ 607.75
<b>Subtotal Year 5</b>				<del>\$ 49,350.61</del>

<b>MOW (Wayside) Total for 5 Years (Inspections/Service/Maint/Repairs + Labor + Materials)</b>	<del>\$ 226,516.86</del>
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Estimated Annual Materials: Bidders should not change this amount.

**FLEET INSPECTION IFB**  
**L1594.0-21 (ADDENDUM NO. 1)**  
**LRV DEPARTMENT**

Bidder's Name: M Power Truck and Diesel Repair

MTS OWNED				
Type of Inspection	# of Vehicles	# of Inspections per Vehicle	Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
90-Day BIT Inspection - Year 1 (2022)	1	4	\$ 125.00	\$ 500.00
90-Day Hi-Rail Inspection - Year 1 (2022)	1	4	\$ 340.00	\$ 1,360.00
90-Day BIT Inspection - Year 2 (2023)	1	4	\$ 125.00	\$ 500.00
90-Day Hi-Rail Inspection - Year 2 (2023)	1	4	\$ 340.00	\$ 1,360.00
90-Day BIT Inspection - Year 3 (2024)	1	4	\$ 125.00	\$ 500.00
90-Day Hi-Rail Inspection - Year 3 (2024)	1	4	\$ 340.00	\$ 1,360.00
90-Day BIT Inspection - Year 4 (2025)	1	4	\$ 125.00	\$ 500.00
90-Day Hi-Rail Inspection - Year 4 (2025)	1	4	\$ 340.00	\$ 1,360.00
90-Day BIT Inspection - Year 5 (2026)	1	4	\$ 125.00	\$ 500.00
90-Day Hi-Rail Inspection - Year 5 (2026)	1	4	\$ 340.00	\$ 1,360.00
Vehicle Servicing/Maintenance/Repairs	# of Vehicles	Estimated Annual Hours	Labor Hourly Rate	Extended Cost (# of Vehicles) x (Estimated Hours) x (Hourly Rate)
Year 1 (2022)	1	10	\$ 130.00	\$ 1,300.00
Year 2 (2023)	1	10	\$ 135.00	\$ 1,350.00
Year 3 (2024)	1	10	\$ 140.00	\$ 1,400.00
Year 4 (2025)	1	10	\$ 145.00	\$ 1,450.00
Year 5 (2026)	1	10	\$ 150.00	\$ 1,500.00
Estimated Servicing/Maintenance Materials Costs (Five Years)				\$ 8,000.00
<b>LRV Department Total for 5 Years (Inspections/Service/Maint/Repairs + Labor + Materials)</b>				<b>\$ 24,300.00</b>

Estimated Annual Materials: Bidders should not change this amount.

**FLEET INSPECTION IFB**  
**L1594.0-21 (ADDENDUM NO. 1)**  
**FACILITIES DEPARTMENT**

Bidder's Name: M Power Truck and Diesel Repair

Type of Inspection	LEASED		Cost per Inspection	Extended Cost (# of Vehicles) x (# of Inspections) x (Cost per Inspection)
	# of Vehicles	# of Inspections per Vehicle		
90-Day BIT Inspection - Year 1 (2022)	18	4	\$ 115.50	\$ 8,316.00
90-Day BIT Inspection - Year 2 (2023)	18	4	\$ 121.28	\$ 8,732.16
90-Day BIT Inspection - Year 3 (2024)	18	4	\$ 127.34	\$ 9,168.48
90-Day BIT Inspection - Year 4 (2025)	18	4	\$ 133.71	\$ 9,627.12
90-Day BIT Inspection - Year 5 (2026)	18	4	\$ 140.40	\$ 10,108.80
<b>Facilities Department (Inspections) Total for 5 Years</b>				<b>\$ 45,952.56</b>



**Metropolitan  
Transit  
System**

## Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

GREEN LINE IMPERIAL AVENUE TRANSIT (IMT) DOUBLE TRACK CONSTRUCTION –  
CONTRACT AWARD

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL337.0-21 (in substantially the same format as Attachment A), with WCGG, a Joint Venture (WCGG) for the IMT Double Track Project in the amount of 43T\$11,458,978.00 plus 10% contingency.

Budget Impact

The total budget for this project shall not exceed \$12,604,875.80 (\$11,458,978.00 plus 10% contingency of \$1,145,897.00) over the duration of the construction services as shown below:

DESCRIPTION	TOTAL BID AMOUNT	BID WITH 10% CONTINGENCY
Base & Bid Bond – Executing	\$8,460,886.00	\$9,306,974.60
Add Alternate 1 – Executing	\$2,186,294.00	\$2,404,923.40
Add Alternate 2 – Executing at a later date	\$811,798.00	\$892,977.80
<b>Grand Total</b>	<b>\$11,458,978.00</b>	<b>\$12,604,875.80</b>
<b>Total Executing Now: Base &amp; Bid Bond and Alternate 1</b>	<b>\$10,647,180.00</b>	

This project is funded by MTS Capital Improvement Project (CIP) 2005108201 – Green Line IMT Double Track Project.

**DISCUSSION:**

This project includes double-tracking the Green Line at the terminal station located at the 12th & Imperial Transit Center, and includes construction of a new track segment, a single-track connection between the Blue Line and Green Line, and a new double crossover. Once complete, the track layout will provide greater operational flexibility, provide better connections, and allow for tighter Green Line headways during special events such as Comic-Con.



In order to ensure the base bid work could be completed within budget, additional scopes of work were added to the bid documents as “add alternates.” These add alternates are additional improvements associated with the base bid work. A description of the add alternates are as follows:

**Add Alternate 1**

Work will reconfigure MTS track 2 at the east end of the existing platform. The existing left-hand single crossover yard lead will be replaced with a No. 6 Embedded LH turnout to YL 2 to the west. The existing left-hand turnout will be replaced with a No. 6 Interlaced Turnout to YL 1 to east and to the north to MTS WB Main along 12<sup>th</sup> Ave. The YL1 track wrapping around the maintenance building will be reconfigured to allow for the No. 6 Interlaced Turnout at the east end of the platform.

**Add Alternate 2**

Work will replace the existing Hand Throw No.6 left hand turnout that connects the Blue Line to YL1 track wrapping around the maintenance building to the north. The replacement of the existing turnout consists of upgrading the turnout from 85lb rail to 115lb, installing a powered switch machine and installing a new signal case (Case 25RC) alongside existing TPSS #2.

On August 18, 2021, staff issued an Invitation for Bids (IFB) inclusive of the IMT Double Track and the following Bids were received:

<b>IMT Double Tracks</b>	
<b>COMPANY NAME</b>	<b>BID AMOUNT</b>
<b>WCGG</b>	<b>\$11,458,978.00</b>
Herzog Contracting Corp.	\$12,771,371.00
Granite Construction Company	\$12,886,827.00
Stacy and Witbeck, Inc.	\$13,814,996.00
Balfour Beatty Infrastructure, Inc.	\$14,666,827.00
MTS – Independent Cost Estimate (ICE)	\$10,103,300.00

Based on the bids received, and in comparison, with the ICE, MTS staff recommends awarding to WCGG. Staff determined the price to be fair and reasonable.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWL337.0-21 (in substantially the same format as Attachment A), with WCGG for the IMT Double Track Project in the amount of 43T\$11,458,978.00 plus 10% contingency.

/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. PWL337.0-21  
B. Bid Price Form





# Metropolitan Transit System

## STANDARD CONSTRUCTION AGREEMENT FOR MTS DOC. NO. PWL337.0-21 IMT DOUBLE TRACK CON IFB SERVICE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, 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: WCGG Address: 13700 STOWE DR. STE. 100  
POWAY CA 92064

Form of Business: Joint Venture  
(Corporation, Partnership, Sole Proprietor, etc.) Email: ddavey@wgcgcorp.com

Telephone: 619-561-4200

Authorized person to sign contracts David Davey Managing Partner  
Name Title

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

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

### SCOPE OF WORK

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

### IMT DOUBLE TRACK CON IFB SERVICE

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



**CONTRACT TIME.**

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS’s Notice to Proceed. The Contractor shall complete all Base Work required by the Contract Documents within **570 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternate one (1) Work required by the Contract Documents within **570 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternate two (2) Work required by the Contract Documents within **570 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

**CONTRACT PRICE.**

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of ten million six hundred forty seven thousand one hundred eighty (\$10,647,180.00). Payment shall be made as set forth in the General Conditions.

**PROVISIONS REQUIRED BY LAW.**

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

**INDEMNIFICATION.**

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

**PREVAILING WAGES.**

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	WEST COAST GENERAL GROUP
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



**Bayside Double Track  
BID SUMMARY TOTALS**

LINE NO.	Bayside Double Track IMT - Bid Sheet	TOTAL
<i>MOBILIZATION/DEMobilIZATION</i>		
	BASE BID TOTAL	\$ 8,460,786.00
	ADD ALTERNATE 1 TOTAL	\$ 2,186,294.00
	ADD ALTERNATE 2 TOTAL	\$ 811,798.00
	<b>SUBTOTAL</b>	<b>\$ 11,458,878.00</b>
	<b>BID BOND</b>	\$ 100.00
	<b>GRAND TOTAL BASIS OF AWARD</b>	<b>\$ 11,458,978.00</b>



**Bayside Double Track**  
IFB Cost Estimate - BASE BID

LINE NO.	Bayside Double Track IMT - Bid Sheet	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>MOBILIZATION/DEMobilIZATION</i>					
1.	MOBILIZATION/DEMobilIZATION	1	LS	\$ 1,006,740.00	\$ 1,006,740.00
<b>SUBTOTAL MOBILIZATION/DEMobilIZATION</b>					<b>\$ 1,006,740.00</b>
<i>CIVIL</i>					
2.	PCC PAVING AND MARKING (ROADWAY)	1	LS	\$ 78,490.00	\$ 78,490.00
3.	TRACK ASPHALT PAVING	1	LS	\$ 31,716.00	\$ 31,716.00
4.	CONCRETE PLATFORM	1	LS	\$ 254,738.00	\$ 254,738.00
5.	ASPHALT CONCRETE PAVEMENT	1	LS	\$ 26,773.00	\$ 26,773.00
6.	CONCRETE CURB AND GUTTER	401	LF	\$ 53.00	\$ 21,253.00
7.	CONCRETE CURB	625	LF	\$ 40.00	\$ 25,000.00
8.	LANDSCAPE AND IRRIGATION	1	LS	\$ 20,486.00	\$ 20,486.00
9.	SAFETY MIRROR AND POLE	1	LS	\$ 1,840.00	\$ 1,840.00
10.	3'-0" DECORATIVE METAL FENCE	375	LF	\$ 330.00	\$ 123,750.00
10A.	REMOVE DECORATIVE METAL FENCE	250	LF	\$ 11.00	\$ 2,750.00
11.	4'-0" CHAIN LINK FENCE	255	LF	\$ 151.00	\$ 38,505.00
12.	TRASH RECEPTACLES	3	EA	\$ 601.00	\$ 1,803.00
13.	DECORATIVE BENCHES	5	EA	\$ 1,463.00	\$ 7,315.00
14.	ACCESSIBLE PLATFORM RAMP & CURB RAMP W/TACTILE STRIP	4	EA	\$ 6,116.00	\$ 24,464.00
15.	SITE IDENTIFICATION SIGN AND CASE	3	EA	\$ 213.00	\$ 639.00
16.	MISCELLANEOUS STATION SIGN	16	EA	\$ 417.00	\$ 6,672.00
17.	LIGHT STANDARD RELOCATION/RETROFIT	9	EA	\$ 11,525.00	\$ 103,725.00
18.	RETAINING WALL (GRAVITY WALL)	177	LF	\$ 658.00	\$ 116,466.00
19.	EROSION CONTROL	1	LS	\$ 49,838.00	\$ 49,838.00
20.	EARTHWORK (EXCAVATION)	337	CY	\$ 424.00	\$ 142,888.00
20A.	EARTHWORK (FILL)	275	CY	\$ 8.00	\$ 2,200.00
20B.	ALLOWANCE FOR CONTAMINATED SOIL (QUANTITY NOT TO EXCEED)	150	CY	\$ 188.00	\$ 28,200.00
20C.	4" SIDEWALK	536	SF	\$ 8.00	\$ 4,288.00
20D.	ADA TYPE 30 SIGN W/ POST PEDESTAL	1	EA	\$ 2,788.00	\$ 2,788.00

SUBTOTAL - CIVIL						\$	1,116,587.00
<i>UTILITIES</i>							
21.	STORM DRAIN CONVEYANCE	1	LS	\$	170,142.00	\$	170,142.00
22.	SANITARY SEWER CONVEYANCE	1	LS	\$	58,064.00	\$	58,064.00
SUBTOTAL UTILITIES						\$	228,206.00
<i>TRACKWORK</i>							
24.	REMOVE EXISTING TRACK	452	TF	\$	186.00	\$	84,072.00
25.	REMOVE EXISTING TURNOUT	1	EA	\$	71,802.00	\$	71,802.00
26.	FURNISH AND INSTALL BALLASTED TRACK 115 RE RAIL ON CONCRETE TIES	473	TF	\$	373.00	\$	176,429.00
28.	FURNISH AND INSTALL EMBEDDED TRACK WITH 115 RE RAIL ON CONCRETE TIES	375	TF	\$	638.00	\$	239,250.00
32.	FURNISH AND INSTALL NO. 6 DOUBLE CROSSOVER	1	EA	\$	1,001,913.00	\$	1,001,913.00
34.	INSULATED JOINT	8	EA	\$	2,011.00	\$	16,088.00
35A	WHEEL STOPS	2	EA	\$	2,230.00	\$	4,460.00
SUBTOTAL TRACKWORK						\$	1,594,014.00
<i>STATION SYSTEMS</i>							
36.	PCID (ALL INCLUSIVE)	1	LS	\$	1,004.00	\$	1,004.00
37.	TICKET VENDING MACHINE (ALL INCLUSIVE)	1	LS	\$	669.00	\$	669.00
38.	PEDESTRIAN SHELTER RELOCATION AND MODIFICATION	2	EA	\$	23,417.00	\$	46,834.00
39.	VARIABLE MESSAGE SIGN RELOCATION	1	EA	\$	13,131.00	\$	13,131.00
40.	BAYSIDE STATION COMM. CABINET MODIFICATIONS & PHASING	1	LS	\$	13,029.00	\$	13,029.00
40A	17"x30" PULLBOX INSTALLATION, COMMUNICATIONS	6	EA	\$	2,166.00	\$	12,996.00
40B	INSTALL SPEAKER CABLE (5 LIGHT POLES)	5,200	FT	\$	3.35	\$	17,420.00
40C	POWER CABLE (2 VMS POWER) INSTALL	2,100	FT	\$	3.35	\$	7,035.00
SUBTOTAL STATION SYSTEMS						\$	112,118.00
<i>ELECTRICAL</i>							
41.	ON-PLATFORM LIGHTING CABLE AND CONDUIT SYSTEM AND OFF-PLATFORM POWER CABLE AND CONDUIT SYSTEM	1	LS	\$	240,440.00	\$	240,440.00
42.	PLATFORM AND B37RC POWER -TRANSFORMER AND DISTRIBUTION RACK	1	LS	\$	51,330.00	\$	51,330.00
43A	GENERAL ELECTRICAL DEMOILITION	1	LS	\$	24,264.00	\$	24,264.00
43B	PLATFORM LIGHTING/ELECTRICAL/COMM TRENCHING AND BACKFILL	400	FT	\$	279.00	\$	111,600.00
43C	OFF PLATFORM ELECTRICAL TRENCHING AND BACKFILL	300	FT	\$	184.00	\$	55,200.00
SUBTOTAL ELECTRICAL						\$	482,834.00

<b>OVERHEAD CONTACT SYSTEM</b>						
44.	REMOVAL, SALVAGE, AND DISPOSAL OF EXISTING POLES, FOUNDATION AND CATENARY AND ADJUSTMENT WORK ASSEMBLIES	1	LS	\$	30,812.00	\$ 30,812.00
45.	SUPPLY AND INSTALL OCS/GUY POLE FOUNDATIONS	14	EA	\$	36,809.00	\$ 515,326.00
46.	INSTALL OCS POLES	11	EA	\$	19,323.00	\$ 212,553.00
47.	SUPPLY AND INSTALL OCS HEAD SPANS/BACKBONE ASSEMBLIES	7	EA	\$	26,208.00	\$ 183,456.00
48.	SUPPLY AND INSTALL CONTACT WIRE JUMPERS AND CONTACT WIRE BRIDGES	1	LS	\$	67,020.00	\$ 67,020.00
48A	SUPPLY AND INSTALL INSULATORS FOR GO 95 77.6 STANDARD REQUIREMENTS	6	EA	\$	5,067.00	\$ 30,402.00
48B	REMOVE TENSION REDUCER	1	EA	\$	9,566.00	\$ 9,566.00
49.	SUPPLY AND INSTALL SECTION INSULATOR	8	EA	\$	15,565.00	\$ 124,520.00
50.	SUPPLY AND INSTALL FIXED TERMINATION ASSEMBLY	6	EA	\$	15,045.00	\$ 90,270.00
51.	SUPPLY AND INSTALL CANTILEVER BRACKET AND REGISTRATION	9	EA	\$	10,469.00	\$ 94,221.00
52.	SUPPLY AND INSTALL DISCONNECT SWITCHES	7	EA	\$	21,695.00	\$ 151,865.00
53.	SUPPLY AND INSTALL 350 MCM HARD DRAWN COPPER CONTACT WIRE	1,116	LF	\$	62.00	\$ 69,192.00
54.	SUPPLY AND INSTALL 500 MCM HARD DRAWN COPPER MESSENGER WIRE	1,115	LF	\$	75.00	\$ 83,625.00
55.	TESTING AND ACCEPTANCE OF OVERHEAD CATENARY SYSTEM	1	LS	\$	9,250.00	\$ 9,250.00
<b>SUBTOTAL OVERHEAD CONTACT SYSTEM</b>						\$ 1,672,078.00
<b>TRACTION POWER</b>						
56.	INSTALL NEGATIVE RETURN CABLES, CONDUITS, HANDHOLE AND TERMINATIONS (TO NEGATIVE BUS)	1	LS	\$	135,413.00	\$ 135,413.00
57.	INSTALL POSITIVE FEEDER CABLES AND TERMINATIONS (TO POSITIVE BUS)	1	LS	\$	46,735.00	\$ 46,735.00
58.	TEST AND COMMISSION THE POSITIVE AND NEGATIVE CABLES	1	LS	\$	9,624.00	\$ 9,624.00
58A	SUPPLY AND INSTALL HANDHOLE	1	EA	\$	4,493.00	\$ 4,493.00
58B	SUPPLY AND INSTALL IMPEDANCE BOND	1	EA	\$	22,335.00	\$ 22,335.00
<b>SUBTOTAL TRACTION POWER</b>						\$ 218,600.00
<b>SIGNALS</b>						
59.	SIGNAL HOUSE COMPLETE - B37RC	1	LS	\$	686,450.00	\$ 686,450.00
61.	SWITCH INDICATORS COMPLETE W/PUSHBUTTONS	4	EA	\$	26,365.00	\$ 105,460.00
62.	M23A SWITCH MACHINE	4	EA	\$	79,140.00	\$ 316,560.00
65.	IMPEDANCE BONDS	8	EA	\$	22,899.00	\$ 183,192.00
66.	TWC LOOPS	4	EA	\$	8,481.00	\$ 33,924.00
67.	SIGNAL CABLE 2C#6 (TRACK WIRE)	1,600	FT	\$	11.00	\$ 17,600.00
68.	SIGNAL CABLE 7C#6	900	FT	\$	23.00	\$ 20,700.00

70.	SIGNAL CABLE 7C#14	1,600	FT	\$	12.00	\$	19,200.00	
71.	SIGNAL CABLE 12C#14	900	FT	\$	16.00	\$	14,400.00	
72.	SIGNAL CABLE 3C#2	600	FT	\$	22.00	\$	13,200.00	
73.	SIGNAL CABLE 2PR #12 TW/SH	1,100	FT	\$	11.00	\$	12,100.00	
74.	FIBER MODIFICATIONS	1	LS	\$	26,250.00	\$	26,250.00	
75.	APPLICATION SOFTWARE	1	LS	\$	232,791.00	\$	232,791.00	
75A	EXCAVATION AND REPLACEMENT (ASPHALT)	1	LS	\$	35,814.00	\$	35,814.00	
75B	EXCAVATION AND REPLACEMENT (DIRT/BALLAST)	78	CY	\$	1,111.00	\$	86,658.00	
75C	4" CONDUIT	2,000	LF	\$	58.00	\$	116,000.00	
75D	2" CONDUIT	500	LF	\$	31.00	\$	15,500.00	
75E	PULL BOX INSTALLATION	6	EA	\$	7,385.00	\$	44,310.00	
<b>SUBTOTAL SIGNALS</b>							\$	1,980,109.00
<b>PAYMENT / PERFORMANCE BOND</b>							\$	49,500.00
<b>BASE BID TOTAL</b>							\$	8,460,786.00



**Bayside Double Track**  
**IFB Cost Estimate - Alt 1**

LINE NO.	Bayside Double Track IMT - Bid Sheet	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>MOBILIZATION/DEMobilIZATION</i>					
1.	MOBILIZATION/DEMobilIZATION	1	LS	\$ 73,834.00	\$ 73,834.00
<b>SUBTOTAL MOBILIZATION/DEMobilIZATION</b>					<b>\$ 73,834.00</b>
<i>CIVIL</i>					
3.	TRACK ASPHALT PAVING	1	LS	\$ 19,621.00	\$ 19,621.00
5.	ASPHALT CONCRETE PAVEMENT	1	LS	\$ 10,661.00	\$ 10,661.00
<b>SUBTOTAL - CIVIL</b>					<b>\$ 30,282.00</b>
<i>TRACKWORK</i>					
24.	REMOVE EXISTING TRACK	359	TF	\$ 130.00	\$ 46,670.00
25.	REMOVE EXISTING TURNOUT	3	EA	\$ 22,868.00	\$ 68,604.00
27.	FURNISH AND INSTALL EMBEDDED TRACK WITH 115 HH RE RAIL, GUARD RAIL ON CONCRETE TIES	186	TF	\$ 783.00	\$ 145,638.00
28.	FURNISH AND INSTALL EMBEDDED TRACK WITH 115 RE RAIL ON CONCRETE TIES	93	TF	\$ 454.00	\$ 42,222.00
29.	FURNISH AND INSTALL NO. 6 TURNOUT W/ POWER SWITCH MACHINE (EMBEDDED)	1	EA	\$ 184,364.00	\$ 184,364.00
31A	FURNISH AND INSTALL NO. 6 INTERLACED TURNOUT	1	EA	\$ 336,838.00	\$ 336,838.00
33.	BOLTED JOINT	8	EA	\$ 455.00	\$ 3,640.00
<b>SUBTOTAL TRACKWORK</b>					<b>\$ 827,976.00</b>
<i>OVERHEAD CONTACT SYSTEM</i>					
45.	SUPPLY AND INSTALL OCS/GUY POLE FOUNDATIONS	1	EA	\$ 19,674.00	\$ 19,674.00
47.	SUPPLY AND INSTALL OCS HEAD SPANS/BACKBONE ASSEMBLIES	1	EA	\$ 20,619.00	\$ 20,619.00
48.	SUPPLY AND INSTALL CONTACT WIRE JUMPERS AND CONTACT WIRE BRIDGES	1	LS	\$ 51,800.00	\$ 51,800.00
49.	SUPPLY AND INSTALL SECTION INSULATOR	4	EA	\$ 14,101.00	\$ 56,404.00
50.	SUPPLY AND INSTALL FIXED TERMINATION ASSEMBLY	2	EA	\$ 12,988.00	\$ 25,976.00
53.	SUPPLY AND INSTALL 350 MCM HARD DRAWN COPPER CONTACT WIRE	777	LF	\$ 59.00	\$ 45,843.00
<b>SUBTOTAL OVERHEAD CONTACT SYSTEM</b>					<b>\$ 220,316.00</b>
<i>SIGNALS</i>					
61.	SWITCH INDICATORS COMPLETE W/PUSHBUTTONS	5	EA	\$ 25,201.00	\$ 126,005.00
63.	NORTRAK EMBEDDED SWITCH MACHINE	3	EA	\$ 68,563.00	\$ 205,689.00
64.	HVD VEHICLE DETECTION SYSTEM AND APPURTENANCES	1	LS	\$ 295,817.00	\$ 295,817.00
66.	TWC LOOPS	5	EA	\$ 6,146.00	\$ 30,730.00



68.	SIGNAL CABLE 7C#6	1,300	FT	\$	22.00	\$	28,600.00	
69.	SIGNAL CABLE 7C#9	700	FT	\$	27.00	\$	18,900.00	
70.	SIGNAL CABLE 7C#14	1,800	FT	\$	11.00	\$	19,800.00	
70A	SIGNAL CABLE 5C#10	650	FT	\$	20.00	\$	13,000.00	
71.	SIGNAL CABLE 12C#14	1,400	FT	\$	15.00	\$	21,000.00	
73.	SIGNAL CABLE 2PR #12 TW/SH	3,600	FT	\$	11.00	\$	39,600.00	
75.	APPLICATION SOFTWARE	1	LS	\$	48,662.00	\$	48,662.00	
75A	EXCAVATION AND REPLACEMENT (ASPHALT)	1	LS	\$	59,227.00	\$	59,227.00	
75C	4" CONDUIT	1,100	LF	\$	52.00	\$	57,200.00	
75D	2" CONDUIT	600	LF	\$	28.00	\$	16,800.00	
75E	PULL BOX INSTALLATION	6	EA	\$	6,689.00	\$	40,134.00	
<b>SUBTOTAL SIGNALS</b>							<b>\$</b>	<b>1,021,164.00</b>
<b>PAYMENT / PERFORMANCE BOND</b>							<b>\$</b>	<b>12,722.00</b>
<b>ADD ALTERNATE 1 TOTAL</b>							<b>\$</b>	<b>2,186,294.00</b>



**Bayside Double Track**  
**IFB Cost Estimate - Alt 2**

LINE NO.	Bayside Double Track IMT - Bid Sheet	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>MOBILIZATION/DEMobilIZATION</i>					
1.	MOBILIZATION/DEMobilIZATION	1	LS	\$ 49,193.00	\$ 49,193.00
<b>SUBTOTAL MOBILIZATION/DEMobilIZATION</b>					<b>\$ 49,193.00</b>
<i>TRACKWORK</i>					
25.	REMOVE EXISTING TURNOUT	1	EA	\$ 23,506.00	\$ 23,506.00
31.	FURNISH AND INSTALL NO. 6 TURNOUT W/ POWER SWITCH MACHINE (BALLASTED)	1	EA	\$ 128,900.00	\$ 128,900.00
34.	INSULATED JOINT	6	EA	\$ 1,313.00	\$ 7,878.00
35.	COMPROMISE JOINT 85LB TO 115LB	6	EA	\$ 1,414.00	\$ 8,484.00
<b>SUBTOTAL TRACKWORK</b>					<b>\$ 168,768.00</b>
<i>ELECTRICAL</i>					
43.	25RC POWER - FUSED DISCONNECT AND RACK MODIFICATION	1	LS	\$ 35,945.00	\$ 35,945.00
<b>SUBTOTAL ELECTRICAL</b>					<b>\$ 35,945.00</b>
<i>SIGNALS</i>					
60.	SIGNAL CASE COMPLETE - 25RC	1	LS	\$ 171,347.00	\$ 171,347.00
61.	SWITCH INDICATORS COMPLETE W/PUSHBUTTONS	3	EA	\$ 22,251.00	\$ 66,753.00
62.	M23A SWITCH MACHINE	1	EA	\$ 72,392.00	\$ 72,392.00
66.	TWC LOOPS	3	EA	\$ 7,787.00	\$ 23,361.00
67.	SIGNAL CABLE 2C#6 (TRACK WIRE)	500	FT	\$ 13.00	\$ 6,500.00
68.	SIGNAL CABLE 7C#6	200	FT	\$ 27.00	\$ 5,400.00
70.	SIGNAL CABLE 7C#14	800	FT	\$ 12.00	\$ 9,600.00
71.	SIGNAL CABLE 12C#14	200	FT	\$ 16.00	\$ 3,200.00
72.	SIGNAL CABLE 3C#2	200	FT	\$ 21.00	\$ 4,200.00
73.	SIGNAL CABLE 2PR #12 TW/SH	450	FT	\$ 12.00	\$ 5,400.00
74.	FIBER MODIFICATIONS	1	LS	\$ 23,778.00	\$ 23,778.00
75.	APPLICATION SOFTWARE	1	LS	\$ 64,882.00	\$ 64,882.00
75A	EXCAVATION AND REPLACEMENT (ASPHALT)	1	LS	\$ 35,260.00	\$ 35,260.00

75C	4" CONDUIT	500	LF	\$ 53.00	\$ 26,500.00
75D	2" CONDUIT	500	LF	\$ 28.00	\$ 14,000.00
75E	PULL BOX INSTALLATION	3	EA	\$ 6,689.00	\$ 20,067.00
<b>SUBTOTAL SIGNALS</b>					<b>\$ 552,640.00</b>
<b>PAYMENT / PERFORMANCE BOND</b>					<b>\$ 5,252.00</b>
<b>ADD ALTERNATE 2 TOTAL</b>					<b>\$ 811,798.00</b>



## Agenda Item No. 15

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

December 16, 2021

#### SUBJECT:

SERVICE AND MAINTENANCE OF THE IN-GROUND LIGHT RAIL VEHICLES (LRV) HOISTS  
- SOLE SOURCE CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL346.0-22 (in substantially the same format as Attachment A), a sole source award to BBM Railway Equipment, for annual inspection, service and maintenance of the In-Ground LRV Hoists in the amount of \$133,090.00 for a period of five (5) years from January 1, 2022 to December 31, 2026.

#### Budget Impact

The total budget for this project shall not exceed \$133,090.00. This project is funded by the LRV Maintenance Operations Budget 350016-536500.

#### DISCUSSION:

MTS utilizes two sets of in-floor hoists to lift its LRV fleet for maintenance and repair purposes. These hoists are located in the Building C Maintenance Facility. The hoists were originally provided by MACTON Equipment in the 1990s. MACTON Corporation ceased operations in 2019. MACTON'S corporate assets, intellectual property, patents, machinery and inventory were then purchased by BBM Railway equipment and hired much of MACTON's technical personnel.

On December 6, 2018, a severe storm caused significant flooding in and around Building C. During this weather event, the Building C maintenance pits filled with flood waters including the pits that contained the In-Ground LRV Hoists. In addition to the flooding in the maintenance pits, the entire building was overcome by 3-4 inches of water. Approximately 300,000 gallons of flood water was pumped out of the building to recover the facility. Following the removal of the water, all LRV maintenance support equipment were inspected for damage and suitability for use. The LRV In-Ground Hoists were disassembled and inspected jointly by members of the MTS LRV Maintenance team, BBM Railway Equipment and a 3rd party insurance administrator. The results of the inspection indicated that the machine and auxiliary equipment had suffered



catastrophic damage and was nearly a total loss. MTS's property insurance carrier accepted MTS's claim and MTS began the process of arranging repairs and replacement of the In-Ground Hoists. That project was authorized by the Board on April 11, 2019 (AI 11). The Hoists were returned to service in late 2020.

Today's action would be to award annual inspection and maintenance services for the Hoists provided by BBM Railway Equipment. The Hoist systems require periodic maintenance and adjustment to ensure trouble free operation. These Hoists are critical to San Diego Trolley Inc. (SDTI) operations, as it provides a means of safely lifting the LRVs for maintenance and repairs and is required to remove truck and axle assemblies.

SDTI LRV mechanics received training from BBM during the installation and commissioning of the Hoists for day-to-day maintenance and upkeep. Heavy maintenance and repair require support from trained technicians as the system is a unique design including components from both MACTON and BBM. At this time, SDTI does not have the expertise to perform the work required.

BBM is the North American representative of the equipment installed in Building C. There is no other North American vendor that is qualified, and has the technical expertise to effectively maintain, troubleshoot and adjust these hoists as they are installed today.

BBM will provide a five (5) year maintenance program in the amount of \$133,090.00. Based on MTS's historical costs for similar equipment service, and an Independent Cost Estimate (ICE) in the amount of \$159,514.75, staff deemed the proposal pricing fair and reasonable.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWL346.0-22 (in substantially the same format as Attachment A), a sole source award to BBM Railway Equipment, for annual inspection, service and maintenance of the In-Ground LRV Hoists in the amount of \$133,090.00 for a period of five (5) years from January 1, 2022 to December 31, 2026.

/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. Agreement MTS Doc. No. PWL346.0-22 Draft  
B. BBM's Quote dated November



# Metropolitan Transit System

## STANDARD AGREEMENT FOR

MTS DOC. NO. PWL346.0-22

### LRV LIFTS MAINTENANCE SERVICE AGREEMENTS

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: BBM RAILWAY EQUIPMENT Address: 3200 INNOVATION PL.  
YOUNGSTOWN OH, 44509

Form of Business: LLC  
(Corporation, Partnership, Sole Proprietor, etc.) Email: tbrenes@bbm-railway.com

Telephone: 234-254-5735

Authorized person to sign contracts Tim Brenes  
Name Title

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

The contract term is for up to (5) years effective January 1, 2022 through December 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$133,090.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	BBM RAILWAY EQUIPMENT
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____





# QUOTATION

3200 Innovation Place  
Youngstown, Ohio 44509  
Phone: (330) 259-8555

Inquiry #: SVC21-952  
Date Quoted: 11/12//2021  
Revision: 1

**QUOTED TO:**  
SDMTS  
Andy Goddard  
Andy.Goddard@sdmts.com  
619-595-4904

**BILL TO:**  
SDMTS  
Accounts Payable  
1255 Imperial Avenue, Suite 1000  
San Diego , CA 92101

**SHIP TO:**  
SDMTS  
1255 Imperial Avenue ,Suite 1000  
San Diego ,CA 92101

## Service Quote

~ NOTE: This is an Estimate Only. See Attached Terms and Conditions for more information. ~

ITEM	DESCRIPTION PART NUMBER	UOM	QTY.	PRICE EACH (USD)	LINE TOTAL (USD)
001	BBM Railway Standard Rate (Year 1 2022) Travel Expenses	EA	5	\$1,690.00	\$8,450.00 \$5,420.00
002	BBM Railway Standard Rate (Year 2 2023) Travel Expenses		5	\$1,690.00	\$8,450.00 \$5,420.00
003	BBM Railway Standard Rate (Year 3 2024) Travel Expenses		5	\$1,690.00	\$8,450.00 \$5,420.00
004	BBM Railway Standard Rate (Year 4 2025) Travel Expenses		5	\$1,690.00	\$8,450.00 \$5,420.00
005	BBM Railway Standard Rate (Year 5 2026) Travel Expenses		5	\$1,690.00	\$8,450.00 \$5,420.00
006	Material and Parts Estimated over 5 years (Plus Admin costs)				\$36,000.00
007	Emergency Trips estimated two trips @ 5 days of service ea. Estimated Travel Costs per trip		5	\$8,450.00 \$5,420.00	\$16,900.00 \$10,840.00
<p><i>This is for one annual scheduled visit per year for which the costs will remain the same as current contract of \$13,870.00 per trip for one man with all travel costs included.</i></p> <p><i>SDMTS will need to provide a helper for support during this service.</i></p> <p><i>5 Man days of onsite work for the annual service.</i></p> <p><i>If SDMTS agrees to a long term contract all rates with remain intact without escalating pricing per year</i></p>					
<b>TOTAL FOR QUOTE: \$133,090.00</b>					



Terms and Conditions of Sale for Field Service Inside North America

We propose, upon receipt of adequate advance notice, to supply the services of a Technical Technician under the following terms and conditions:

- A. Purchaser shall pay BBM Railway Equipment, LLC, the quoted daily rate portal to portal commencing the day upon which the Technician departs for the site and ending upon arrival at their next destination.

The work schedule for the Technician shall be max Eight (8) hours per day, Monday through Friday. If additional time is requested, Labor rates are as follows:

- a. \$260.00 per hour for time worked more than Eight (8) hours Monday - Friday.
  - b. Saturdays: \$260.00 per hour for all time worked.
  - c. Sundays: \$348.00 per hour for all time worked.
  - d. U.S.A. Holidays: \$435.00 per hour for all time worked. (All holidays observed by BBM Railway Equipment)
  - e. Unutilized Days: \$1,280.00 per day for any days (including Saturdays, Sundays, and U.S.A. Holidays) on which Technician services are not utilized.
- B. All living, lodging and transportation expenses are included.
- a. Costs of materials purchased locally for installation or maintenance of BBM Railway equipment will be reimbursed by the Purchaser.
  - b. Local income or other taxes levied upon and paid by the Technician or BBM Railway Equipment in connection with the Technician's work will be reimbursed by the Purchaser.
- C. 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.
- 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.

- D. Terms of Payment:

**Net 30 Days from date of invoice, unless otherwise specified.**

**\*Please note that travel costs can be removed and billed at costs with proof of all receipts and following the BBM Travel policy.**





**Metropolitan  
Transit  
System**

## Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

**SOUTH BAY ZERO EMISSION BUS (ZEB) OVERHEAD (OH) CHARGING  
INFRASTRUCTURE CONSTRUCTION – CONTRACT AWARD**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB333.0-21 (in substantially the same format as Attachment A), with Palm Engineering Construction, for the ZEB OH Charging Infrastructure Construction Project in the amount of \$8,398,242.92 plus 10% contingency.

**Budget Impact**

The total budget for this project shall not exceed \$9,238,067.21 (\$8,398,242.92 plus 10% contingency of \$839,824.29) over the duration of the construction services as shown in the table below.

This project is funded by MTS Capital Improvement Project (CIP) 1009113101 – Iris Rapid - Charging Infrastructure.

DESCRIPTION	TOTAL BID AMOUNT	BID WITH CONTINGENCY (10%)
Base & Bid Bond– Executing	\$5,183,782.94	\$5,702,161.23
Add Alternate 1 – Executing at a later date	\$1,692,228.30	\$1,861,451.13
Add Alternate 2 – Executing at a later date	\$410,100.60	\$451,110.66
Add Alternate 3 – Executing at a later date	\$820,826.08	\$902,908.69
Add Alternate 4 – Executing	\$291,305.00	\$320,435.50
<b>Grand Total</b>	<b>\$8,398,242.92</b>	<b>\$9,238,067.21</b>
<b>Executing Now: Base &amp; Bid Bond and Alternate 4</b>	<b>\$5,475,087.94</b>	



DISCUSSION:

The South Bay ZEB OH Charging Construction project consists of the construction of a new overhead gantry system capable of providing charging to Battery Electric Buses (BEB's). The project consists of civil, electrical, and structural site improvements as well as new service from the local electrical utility to provide new primary switchgear for future BEB projects. New primary electric switchgear and duct banks are being installed with latency to provide future growth opportunities for anticipated expansion of BEB fleet growth at the facility, current duct bank design includes spare conduits capable of expanding the entire yard to BEB vehicles. Once complete, the South Bay facility will have the ability to charge twenty-four (24) battery electric buses as well as expand as needed for future overhead charging projects.

On September 9, 2021, staff issued an Invitation for Bids (IFB). The following bids were received:

ZEB OH INFRASTRUCTURE CONSTRUCTION		
COMPANY NAME	FIRM CERTIFICATIONS	BID AMOUNT
<b>Palm Engineering Construction</b>		<b>\$8,398,242.92</b>
CJW Construction	Minority Business Enterprise (MBE); Small Business (SB)	\$10,843,127.00
<i>MTS – Independent Cost Estimate (ICE)</i>		<i>\$8,891,628.00</i>

Based on the bids received, and in comparison, with the ICE, MTS staff recommends awarding the Base Bid with Palm Engineering Construction. Staff determined the price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWB333.0-21 (in substantially the same format as Attachment A), with Palm Engineering Construction, for the ZEB OH Charging Infrastructure Construction Project in the amount of \$8,398,242.92 plus 10% contingency.

/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. PWB333.0-21  
B. Bid Price Form



# Metropolitan Transit System

## STANDARD CONSTRUCTION AGREEMENT FOR MTS DOC. NO. PWB333.0-21 ZEB OVERHEAD INFRASTRUCTURE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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: Palm Engineering Address: 3545 Camino del Rio South Suite A  
San Diego, CA 92108

Form of Business: Corporation Email: ross@palmengineering.com  
 (Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 619-291-1495 ext. 6

Authorized person to sign contracts Rasoul Shahbazi President  
 Name Title

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

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

### SCOPE OF WORK

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

### ZEB OVERHEAD INFRASTRUCTURE

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



**CONTRACT TIME.**

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS’s Notice to Proceed. The Contractor shall complete all Base Work required by the Contract Documents within **210 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alt 1 Work required by the Contract Documents within **210 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alt 2 Work required by the Contract Documents within **210 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alt 3 Work required by the Contract Documents within **210 calendar days** from the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alt 4 Work required by the Contract Documents within **210 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

**CONTRACT PRICE.**

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of five million four hundred seventy-five thousand eighty-seven dollars and ninety-four cents (\$5,475,087.94). Payment shall be made as set forth in the General Conditions.

**PROVISIONS REQUIRED BY LAW.**

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

**INDEMNIFICATION.**

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

**PREVAILING WAGES.**

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PALM ENGINEERING CONSTRUCTION
<p>By: _____  Sharon Cooney, Chief Executive Officer</p> <p>Approved as to form:</p> <p>By: _____  Karen Landers, General Counsel</p>	<p>By _____</p> <p>Title: _____</p>

**BID PRICE FORM -Southbay Maintenance Facility -Iris Rapid Charging Infrastructure**

Bidding Version

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL COST
Base Bid					
1	Mobilization	1	LS	\$560,000.00	\$560,000.00
2	Water Pollution Control	1	LS	\$33,000.00	\$33,000.00
3	Staking and Survey	1	LS	\$15,000.00	\$15,000.00
4	Sawcut existing pavement	1890	LF	\$3.00	\$5,670.00
5	Remove and dispose existing AC Pavement	6352	SF	\$4.00	\$25,408.00
6	Remove and dispose existng Concrete Ribbon Gutter	56	SF	\$12.00	\$672.00
7	Remove and dispose existing 2-inch copper pipe	112	LF	\$6.00	\$672.00
8	Excavation	717	CY	\$107.00	\$76,719.00
9	Loading, Hauling, and disposing clean fill export (no Manifest)	700	CY	\$48.00	\$33,600.00
11	1-Sack slurry	515	CY	\$194.00	\$99,910.00
12	Class 2 Aggregate Base	119	CY	\$72.00	\$8,568.00
13	Asphalt concrete	129	Ton	\$180.00	\$23,220.00
14	Concrete Curb	523	LF	\$65.00	\$33,995.00
15	Cast-In-Place Concrete	190	CY	\$538.00	\$102,220.00
16	Install 4" White Thermoplastic (Enhanced Wet Night Visibility)	1,783	LF	\$5.00	\$8,915.00
17	Install 4" White Striping (2-coat)	137	LF	\$3.00	\$411.00
18	Install Red Fire Lane Striping with White Text	271	LF	\$4.00	\$1,084.00
19	Install Thermoplastic Yellow Painted Curb (Enhanced Wet Night Visibility)	487	LF	\$23.00	\$11,201.00
20	Install 4" Blue Stripe (2-coat)	1,025	LF	\$3.00	\$3,075.00

21	Install 4" Blue Stripe Angled @ 45° @ 3' O.C. (2-coat)	2,540	SF	\$1.00	\$2,540.00
22	Demountable Bollards	4	EA	\$2,500.00	\$10,000.00
23	Fixed Bollards	37	EA	\$1,500.00	\$55,500.00
24	Install 2-inch Irrigation pipe	113	LF	\$105.00	\$11,865.00
25	Installation & commissioning of 8 OFCI DC charging cabinets	1	LS	\$45,510.00	\$45,510.00
26	Installation & commissioning of 24 OFCI Pantograph including depot charge box	1	LS	\$51,060.00	\$51,060.00
27	Furnish and install below grade electrical conductors in underground conduit and duct banks, including medium-voltage conductors, low-voltage power conductors & fiber-optic cables.	1	LS	\$91,020.00	\$91,020.00
28	Furnish and install above grade electrical wireways, including above-grade conduits, cable-trays and associated grounding & bonding systems, and all associated fittings and parts.	1	LS	\$345,210.00	\$345,210.00
29	Furnish and install above grade electrical cables needed to connect 8 DC charging cabinets to 24 pantographs, including power conductors, control cables, and communications cables.	1	LS	\$197,580.00	\$197,580.00
30	Furnish and install below-grade electrical grounding equipment, including ground rods, unit substation ground mats, and ground rings as depicted on drawings.	1	LS	\$101,010.00	\$101,010.00
31	U/G Ductbank, including Vault-1 & Vault-2, per detail section A1 / E.2 & E.3.	215	LF	\$738.00	\$158,670.00
32	U/G Ductbank, including Vault-4, per detail section A2 / E.2.	35	LF	\$2,030.00	\$71,050.00
33	U/G Ductbank, per detail sections B1, B2, B3, B4, & C6 on drawings E.3, E.3A and E.4, including medium-voltage ducts and all conduit stub-ups to new and future equipment as depicted on the drawings.	250	LF	\$941.00	\$235,250.00
34	U/G Ductbank, including Vault-3, per detail section B6, on drawings E.3 & E.3A.	75	LF	\$622.00	\$46,650.00
35	Lighting, includes LED luminaires, LED floodlights, NEMA 3R control panel, digital timer, switch, conductor, conduit & installation (DWG E.8)	1	LS	\$196,470.00	\$196,470.00

36	2 (two) Unit Substations- including installation & commissioning. Substations shall include detailed design, installation, and commissioning of a Microgrid Energy Management System, as well as all transformers, switchboards, switchgear, communications equipment, communications cables, network cables, network switches, relays, and all other equipment as per drawings & specifications.	1	LS	\$1,465,200.00	\$1,465,200.00
37	Structural columns	37	Ton	\$7,166.00	\$265,142.00
38	Structural beams	44	Ton	\$7,092.00	\$312,048.00
39	Structural joists	19	Ton	\$7,608.00	\$144,552.00
39A	Pantograph Frame	5.6	Ton	\$7,727.00	\$43,271.20
40	Pier caps, grade beams, tie beams with rebar	106	CY	\$934.00	\$99,004.00
41	Drilled piers with rebar	83	CY	\$1,329.00	\$110,307.00
PAYMENT / PERFORMANCE BOND					\$76,533.74
SUBTOTAL BASE BID					\$5,178,782.94

ADD ALTERNATIVE - #1 - Permanent Generator					
42	Install and Commission Permanent Generator System	1	LS	\$1,667,220.00	\$1,667,220.00
PAYMENT / PERFORMANCE BOND					\$25,008.30
SUBTOTAL ADD ALT 1					\$1,692,228.30
ADD ALTERNATIVE - #2 - Battery Storage					
43	Install and Commission Battery Electric Supply System	1	LS	\$404,040.00	\$404,040.00
PAYMENT / PERFORMANCE BOND					\$6,060.60
SUBTOTAL ATT ALT 2					\$410,100.60
ADD ALTERNATIVE - #3 - Photovoltaic System					
44	Install PV Panels	560	EA	\$523.55	\$293,188.00
45	Install DC Optimizer	280	EA	\$172.05	\$48,174.00
46	Install PV Wiring	1	LS	\$49,950.00	\$49,950.00
47	Install PV Grounding	1	LS	\$15,540.00	\$15,540.00
48	Install PV support Rails	1	LS	\$182,040.00	\$182,040.00
49	Install PV Inverters	2	EA	\$21,090.00	\$42,180.00
50	Install PV signage	1	LS	\$7,770.00	\$7,770.00
51	Install steel framing for PV Panels	13	Ton	\$6,832.59	\$88,823.67
52	Commissioning	1	LS	\$81,030.00	\$81,030.00
PAYMENT / PERFORMANCE BOND					\$12,130.41
SUBTOTAL ADD ALT 3					\$820,826.08
ADD ALTERNATIVE - #4 - Earthwork Hazardous waste					
53	<b>ALLOWANCE:</b> LOADING, HAULING, AND DISPOSING HAZARDOUS WASTE (MANIFEST REQUIRED) - hauling to a local landfill.	700	CY	\$60.00	\$42,000.00
54	<b>ALLOWANCE:</b> LOADING, HAULING, AND DISPOSING HAZARDOUS WASTE (MANIFEST REQUIRED) - hauling to a California Hazardous approved site	700	CY	\$350.00	\$245,000.00



PAYMENT / PERFORMANCE BOND	\$4,305.00
SUBTOTAL ADD ALT 4	\$291,305.00
<b>BID BOND</b>	\$5,000.00
<b>GRAND TOTAL BASIS OF AWARD</b>	\$8,398,242.92



**Metropolitan  
Transit  
System**

## Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

SUBJECT:

DOUGLAS FIR RAILROAD WOOD TIES – 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. L1608.0-22 (in substantially the same format as Attachment A), with Gemini Forest Products (“Gemini”), for Douglas Fir Railroad Wood Ties as detailed in the scope of work (Attachment B), in the amount of \$112,869.45 (Attachment C), effective January 1, 2022.

Budget Impact

The total budget for this project shall not exceed \$112,869.45. This project is funded by the Maintenance of Way’s (MOW) operating budget 370016-545500.

Description	Amount
Total Amount	\$103,788.00
CA Sales Tax	\$8,043.57
Lumbar Tax	\$1,037.88
<b>Overall Total</b>	<b>\$112,869.45</b>

DISCUSSION:

Timber ties within various locations on the MTS right-of-way are at the end of their useful service life. This order will be used to keep the linear track in a state of good repair.

On October 15, 2021, MTS issued an Invitation for Bids (IFB) for the purchase of the wood ties. On November 15, 2021, MTS received a single bid from Gemini.

To ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the IFB on PlanetBids, asking them their reason/s for not bidding. The results indicated that neither the IFB nor MTS’s procurement processes played a role in their decision not to respond.



In order to determine if the price was fair and reasonable, MTS performed a price analysis by comparing with MTS's February 2020 historical bid price. While the quantities ordered are not the same, the unit price change varies based on the tie lengths, but is no more than a 3.34% increase, which staff deems to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1608.0-22 (in substantially the same format as Attachment A), with Gemini, for Douglas Fir Railroad Wood Ties in the amount of \$112,869.45 effective January 1, 2022.

/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. Agreement MTS Doc. No. L1608.0-22 Draft  
B. Scope of Work  
C. Bid Pricing Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. L1608.0-22

### DOUGLAS FIR RAILROAD WOOD TIES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: Gemini Forest Products Address: P.O. Box 105  
Los Alamitos CA 90720  
City State Zip  
Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: todd@geminiforest.com  
Telephone: 562-594-8948

Authorized person to sign contracts Todd Pollard Vice President  
Name Title

The Contractor agrees to provide services as specified in the conformed Scope of Work (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 signed MTS Forms (Exhibit E).

The contract is effective January 1, 2022 through May 31, 2022. Delivery of the wood ties shall be 90 days after issuance of the Notice to Proceed.

Payment terms shall be net 30 days from invoice date. The total cost is \$103,788.00 plus \$8,043.57 CA sales tax plus \$1,037.88 lumbar tax, for an amount not to exceed \$112,869.45 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	GEMINI FOREST PRODUCTS
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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## 1.1. GENERAL

Contractor shall provide Douglas Fir Railroad Ties (or hardwood as alternate material) as a one-time purchase. The quantities are shown in Exhibit B. MTS may elect to reduce or increase the quantities to be purchased based on its needs and available budget, and that the estimated quantities provided are used for bidding purposes only.

## 1.2. MATERIAL

- A. All timber cross ties and switch rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Volume 1, Chapter 30 "TIES", except as modified herein.
- B. Industrial Grade Cross ties are not permitted.
- C. West Coast Species shall meet or exceed W.C.L.B Specifications –Standard No.17 Grading Rules; Section 6: Special Use Grades-Railroad Ties; Item 192-a "SELECT" Railroad Ties. They are square edged. Pieces shall have not less than 6 annual rings per inch, on any radius from the pith, over the top ¼ of the tie.
- D. Ties shall be produced from Douglas Fir listed in the AREMA Manual, Volume 1, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES".
- E. Western Species – Costal Douglas Firs (Cottonwood, Willow, Hackberry, Hem-Fir, Ponderosa Pine, Lodge Pine, Larch and Poplar) will not be acceptable.
- F. All cross ties shall be Douglas Fir AREMA grade five (5) and shall come with end plates.

## 1.3. QUALITY AND FABRICATION

- A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, and large or numerous holes or knots.
- B. Ties shall be straight, well sawed, square cut at the ends, have bottom and top parallel, and have bark entirely removed.
- C. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection" shall govern defect type, size, and location for determining acceptability of material.
- D. Kerf marks shall be 1/8' located on the top "sap side" of the cross tie.

- E. Kerf mark location as measured from end of tie shall be as follows:

<u>Cross Tie Length</u>	<u>Distance for Cross Tie End</u>
8 Feet	16 Inches
8 Feet, 6 Inches	19 Inches
9 Feet	22 Inches
10 Feet	28 Inches

11 Feet	28 Inches
12 Feet	28 Inches
13 Feet	28 Inches
14 Feet	28 Inches
15 Feet	28 Inches

**1.4. DESIGN**

- A. Standard cross ties shall be eight (8) feet six (6) inches in length. Standard cross ties and contact rail ties shall measure seven (7) inches deep by nine (9) inches wide in cross section. Additional sizes (9) nine feet through (15) fifteen feet in length shall also measure seven (7) inches deep by nine (9) inches wide.
- B. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inches thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

**1.5. MACHINING, INCISING, AND ANTI-SPLITTING DEVICES**

- A. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual Section 3.6.2 "Preparation of Material Prior to Treatment (1995)".
- B. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure six (6) inches by eight (8) inches. Dowels shall be steel; either three (3) or four (4) fluted and shall be one half (1/2) inch in diameter with three-eighths (3/8)-inch root diameter. Dowels shall be eight and three-quarters (8 ¾) inches long.
- C. Dowels or nail plates shall be applied to each of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES", and Section 3.1.7 "APPLICATION OF ANTISPLITTING DEVICES".
- D. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (2014)".

**1.6. CONDITIONING AND SEASONING**

- A. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air drying, Boulton Drying, or vapor drying.
- B. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)". The process shall reduce the moisture content of Douglas Fir to a level of fifty (50) percent or less.

**1.7. TREATMENT**

- A. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual Part 3, Section 3.7.2. "TREATMENT (2002)," or approved equal.

- B. Treatment shall be by the full-cell process to obtain the maximum net retention. Retention shall be eight (8) lbs/cuft min. or refusal.

**1.8. MARKING, BUNDLING, AND DELIVERY**

- A. Ties shall be marked prior to preservative treatment. Ties shall be branded in the middle top surface with symbols that indicate the year of manufacture and the identity of the plant.
- B. Ties shall be bundled with steel strapping twenty (20) to the bundle and shipped in groups according to type, size and length. Timbers cross ties and switch ties shall be carefully handled to avoid damage in accordance with AREMA MRE, Chapter 30. Tie deliveries shall be made by flatbed truck.
- C. The delivery locations shall be at San Diego Trolley 1341 Commercial Street San Diego CA 92113. The Contractor shall notify the MTS Project Manager five (5) calendar day prior to delivery of crossing ties.
- D. All orders must be delivered in a timely manner. MTS has determined that 90 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery. All orders must be delivered complete within this time frame unless otherwise approved by MTS.

**1.9. INSPECTION AND CERTIFICATION**

- A. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the Specifications. Green wood inspection prior to treating and end plating is preferred. Additional inspection after delivery may be made to ensure ties conform to the Specifications.
- B. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

**1.10. MEASUREMENT AND INVOICE PAYMENT**

- A. Measurement of acceptable materials shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.
- B. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.
- D. MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. Contractor shall reference the MTS purchase order number on the invoice, attach an itemized invoice along with supporting delivery receipts to the following address, and email to [AP@sdmts.com](mailto:AP@sdmts.com).
- E. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment. Contractors must also indicate if any of the invoiced amount is for 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 of the Standard Conditions.

**1.11. PAYMENT TERMS**

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

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

**1.12. 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.

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

**1.13. 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.

**1.14. REPLACEMENT PARTS**

Replacement parts and technical support for the specified equipment must be guaranteed by the manufacturer; to be available for a ten (10) year period from the date of purchase. Manufacturer shall keep parts books and maintenance manuals up-to-date for that period.

**1.15. DELIVERY AND ACCEPTANCE**

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to the address above, 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).

**GEMINI FOREST PRODUCTS****DOUGLAS FIR RAILROAD TIES (L1608.0-22)**

<b>Item Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Wood tie 8' douglas fir w/end plate 7"x9"x8'	1100	\$ 64.90	\$ 71,390.00
Wood tie 9' douglas fir w/end plate 7"x9"x9'	40	\$ 74.60	\$ 2,984.00
Wood tie 10' douglas fir w/end plate 7"x9"x10'	40	\$ 89.70	\$ 3,588.00
Wood tie 11' douglas fir w/end plate 7"x9"x11'	40	\$ 97.90	\$ 3,916.00
Wood tie 12' douglas fir w/end plate 7"x9"x12'	40	\$ 107.40	\$ 4,296.00
Wood tie 13' douglas fir w/end plate 7"x9"x13'	40	\$ 116.80	\$ 4,672.00
Wood tie 14' douglas fir w/end plate 7"x9"x14'	60	\$ 125.90	\$ 7,554.00
Wood tie 15' douglas fir w/end plate 7"x9"x15'	40	\$ 134.70	\$ 5,388.00
		<b>Sub-Total</b>	<b>\$ 103,788.00</b>
		Sales Tax	\$ 8,043.57
		Lumbar Tax	\$ 1,037.88
		<b>Total</b>	<b>\$ 112,869.45</b>



## Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) CLEAN NATURAL GAS (CNG)  
FUELING STATION OPERATION AND MAINTENANCE (O&M) SERVICES AND EQUIPMENT  
REPLACEMENT – CONTRACT AWARD

**RECOMMENDATION:**

That the San Diego MTS Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. B0729.0-21 (in substantially the same format as Attachment A), with Trillium USA Company, LLC (Trillium), for CNG Fueling Station O&M Services and Equipment Replacement and upgrades for a six (6) year base period with two 2-year options inclusive of a 10% contingency on equipment, exercisable at MTS’s sole discretion, in the amount of \$13,644,795.35; and
- 2) Exercise the option periods at CEO’s discretion, if deemed to be in the best interest of MTS.

Budget Impact

The total budget for this project shall not exceed \$13,644,795.35, inclusive of a 10% contingency on equipment (Group B) (\$321,698.60) as reflected in the table below:

<b>GROUP A – CNG Fueling Station O&amp;M Maintenance Services</b>	
<b>Base Period</b>	<b>Contract Cost</b>
Year 1 (3/1/22 thru 2/28/23)	\$ 983,680.52
Year 2 (3/1/23 thru 2/28/24)	\$ 992,516.17
Year 3 (3/1/24 thru 2/28/25)	\$1,012,186.20
Year 4 (3/1/25 thru 2/28/26)	\$1,031,103.17
Year 5 (3/1/26 thru 2/28/27)	\$1,008,853.88
Year 6 (3/1/27 thru 2/29/28)	\$1,000,657.41
<b>Total (Base Period)</b>	<b>\$6,028,997.35</b>



<b>Option Period I</b>	
Year 1 (3/1/28 thru 2/28/29)	\$1,015,720.20
Year 2 (3/1/29 thru 2/28/30)	\$1,011,847.37
<b>Subtotal (Option Period I)</b>	<b>\$2,027,567.57</b>
<b>Option Period II</b>	
Year 1 (3/1/30 thru 2/28/31)	\$1,015,904.91
Year 2 (3/1/31 thru 2/29/32)	\$1,033,970.92
<b>Subtotal (Option Period II)</b>	<b>\$2,049,875.83</b>
<b>Total (Option Periods)</b>	<b>\$4,077,443.40</b>
<b>Total (Group A - Base &amp; Options)</b>	<b>\$10,106,440.74</b>

<b>GROUP B – Equipment Replacement</b>	
Imperial Avenue Division (IAD) Dryer Replacement	\$ 339,527.00
Kearny Mesa Division (KMD) CNG Compressor Replacement	\$1,355,141.00
KMD Dispenser Replacement	\$ 378,853.00
South Bay Bus Maintenance Facility (SBMF) CNG Dryer Replacement	\$ 357,499.00
SBD CNG Compressor Replacement	\$ 785,666.00
<b>Total (Group B)</b>	<b>\$3,216,686.00</b>

<b>Total (Group A and B)</b>	<b>\$13,323,126.75</b>
<b>10% Contingency (Equipment Only)</b>	<b>\$ 321,668.60</b>
<b>GRAND TOTAL</b>	<b>\$13,644,795.35</b>

This project is projected to be funded as follows:

<b>Program</b>	<b>Budget Account</b>	<b>Group A O&amp;M Amount</b>	<b>Group B Equipment Amount</b>
San Diego Transit Corporation (SDTC – Fuel / Tires	315014-542100	\$4,899,142.95	
East County Bus Maintenance Facility (ECBMF)	820012-542100	\$3,920,707.38	
South Bay Maintenance Facility (SBMF)	801012-542100	\$1,286,590.42	
CNG Fueling Station Capital Project Improvement	3006001001		\$3,216,686.00
<b>Total:</b>		\$10,106,440.75	\$3,216,686.00

DISCUSSION:

This project is for the operation and maintenance services of four (4) CNG fueling station facilities owned by MTS located at the following locations:

- IAD: 100 16<sup>th</sup> Street, San Diego, CA 92101
- KMD: 4630 Ruffner street, San Diego, CA 92111
- SBMF: 3650 Main Street, Chula Vista, CA 91911
- ECBMF: 1213 N. Johnson Ave., El Cajon, CA 92020

These four (4) CNG stations provide fuel to over six hundred (600) transit buses that service the San Diego area. The twenty-four (24) hour a day operation and maintenance contract will ensure that our CNG stations are kept in a state of good repair and ready to fuel MTS buses at all times. This will ensure that buses are fueled on time each day to make sign out and provide reliable transit service to the public.

In addition to the operation and maintenance of the CNG facilities, the contractor is to provide planned capital improvements to the CNG stations to ensure “State of Good Repair”. The capital improvements include the removal and replacement of the CNG dryer at KMD, the CNG compressor at KMD, five dispensers at KMD, the CNG dryer at SBMF, and the CNG compressor at SBMF. All of the planned improvements are based on the equipment, which was part of the original installs being beyond its useful life and not in a state of good repair. The replacement projects will be funded through the Capital Improvement Plan and commencing the work is contingent on funding approval.

On June 11, 2021, MTS issued a formal solicitation – Request for Proposals (RFP), MTS Doc. No. B0729.0-21 for CNG Fueling Station O&M Services and Equipment Replacement. Two (2) proposals were received by the due date of August 18, 2021 from the following:

1. Clean Energy
2. Trillium USA Company LLC (Trillium)

Both proposals were deemed responsive and responsible and were evaluated by a committee comprised of representatives from the MTS Bus Maintenance, Finance and Capital Projects departments. The proposals were evaluated on the following:

#	PROPOSAL EVALUATION CRITERIA	Total Score (%)
1.	Qualifications/Operational Experience and Capacity of Firm	15%
2.	Proposed Staffing and Management Plan	20%
3.	Methodology and Work Plan	30%
4.	Cost and Price	35%
<b>Total:</b>		<b>100%</b>

Based on the initial evaluation of proposals and the committee discussions, the table below represents the total scores:

PROPOSER NAME	TOTAL CONTRACT COST	TOTAL AVG. TECH. SCORE	COST SCORE	TOTAL SCORE (Tech + Cost)	RANKING
Trillium	\$13,323,126.75	52.8	35.00	87.80	1
Clean Energy	\$14,408,972.83	41.2	32.36	73.56	2

Following the initial evaluations, staff requested for technical and cost-related questions that were specific to each Proposer. In order to further evaluate the proposals, Proposers were requested to submit a "Revised Proposal," which was received on September 30, 2021.

The committee met for the second round of evaluations to discuss the revised proposals received from Clean Energy and Trillium. Each proposal were reviewed and rescored based on the additional information received in the revised proposals. Clean Energy's technical and cost scores changed as shown below while Trillium's scores remained the same.

Below represents the final evaluation scores:

PROPOSER NAME	TOTAL CONTRACT COST	TOTAL AVG. TECH. SCORE	COST SCORE	TOTAL SCORE (Tech + Cost)	RANKING
Trillium	\$13,323,126.75	52.8	35.00	87.80	1
Clean Energy	\$13,740,284.80	42.7	33.94	76.64	2

Trillium remained the highest-ranked proposer and provided a clear understanding of the scope of work based on their experience, proposed staffing and knowledge of the system that resulted in the best overall value to MTS.

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

- 1) Execute MTS Doc. No. B0729.0-21 (in substantially the same format as Attachment A), with Trillium, for CNG Fueling Station O&M Services and Equipment Replacement and upgrades for a six (6) year base period with two 2-year options, exercisable at MTS's sole discretion, in the amount of \$13,644,795.35; and
- 2) Exercise the option periods at CEO's discretion, if deemed to be in the best interest of MTS.

/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 Doc. No. B0729.0-21 Draft



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. B0729.0-21

### CNG FUELING STATION OPERATION & MAINTENANCE (O&M) SERVICES AND EQUIPMENT REPLACEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: Trillium USA Company, LLC Address: 2929 Allen Parkway, Suite 4100  
Houston TX 77019  
 Form of Business: LLC City State Zip  
 (Corporation, Partnership, Sole Proprietor, etc.) Email : [Joshua.edge@trilliumcng.com](mailto:Joshua.edge@trilliumcng.com)  
 Telephone: 713-332-4838

Authorized person to sign contracts	<u>Joshua Edge</u>	<u>Chief Operating Officer</u>
	Name	Title

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

The contract term is for six (6) base years and two 2-year options years, exercisable at MTS’s sole discretion, for a total of 10 years. Base period shall be effective approximately March 1, 2022 through February 29, 2028 and option years shall be effective March 1, 2028 through February 29, 2032, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost for GROUP A – CNG Fueling Station O&M Maintenance Services shall not exceed \$6,028,997.35 for the base years and \$4,077,443.41 for the option years, for a total of \$10,106,440.75. The total cost for GROUP B – Equipment Replacement shall not exceed \$3,216,686.00. The total contract value for both Group A and B shall not exceed \$13,323,126.75 without the express written consent of MTS.



<b>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</b>	<b>TRILLIUM USA COMPANY, LLC</b>
By: _____ Sharon Cooney, Chief Executive Officer Approved as to form: By: _____ Karen Landers, General Counsel	By _____ Title: _____



MTS COST PROPOSAL FORMS  
 CNG FUELING STATION OPERATION MAINTENANCE (O M) SERVICES AND CNG EQUIPMENT REPLACEMENT RFP  
 MTS DOC. NO. B0729.0-21

**GROUP A**  
**CNG FUELING STATION O & M SERVICES**  
**MTS DOC. NO. B0729.0-21**

**PROPOSER NAME:** Trillium USA LLC dba Trillium

Assume an annual 3% CPI Increase for each Therm Throughput

Therm Throughput (000)s < =	Current price as of FY22	BASE YEAR 1 (FY23)	BASE YEAR 2 (FY24)	BASE YEAR 3 (FY25)	BASE YEAR 4 (FY26)	BASE YEAR 5 (FY26)	BASE YEAR 6 (FY27)
425	\$ 0.226	\$ 0.142	\$ 0.146	\$ 0.151	\$ 0.155	\$ 0.160	\$ 0.165
475	\$ 0.209	\$ 0.130	\$ 0.134	\$ 0.138	\$ 0.142	\$ 0.146	\$ 0.151
525	\$ 0.193	\$ 0.121	\$ 0.125	\$ 0.128	\$ 0.132	\$ 0.136	\$ 0.140
575	\$ 0.182	\$ 0.114	\$ 0.117	\$ 0.121	\$ 0.125	\$ 0.128	\$ 0.132
625	\$ 0.172	\$ 0.108	\$ 0.111	\$ 0.115	\$ 0.118	\$ 0.122	\$ 0.125
675	\$ 0.166	\$ 0.103	\$ 0.106	\$ 0.109	\$ 0.113	\$ 0.116	\$ 0.119
725	\$ 0.161	\$ 0.099	\$ 0.102	\$ 0.105	\$ 0.108	\$ 0.111	\$ 0.115
775	\$ 0.156	\$ 0.095	\$ 0.098	\$ 0.101	\$ 0.104	\$ 0.107	\$ 0.110
825	\$ 0.150	\$ 0.092	\$ 0.095	\$ 0.098	\$ 0.101	\$ 0.104	\$ 0.107
825+	\$ 0.140	\$ <b>0.089</b>	\$ <b>0.092</b>	\$ <b>0.094</b>	\$ <b>0.097</b>	\$ <b>0.100</b>	\$ <b>0.103</b>

Therm Throughput (000)s < =	Current price as of FY22	OPTION YEAR I (FY29)	OPTION YEAR I (FY30)	OPTION YEAR II (FY31)	OPTION YEAR II (FY32)
425	\$ 0.226	\$ 0.170	\$ 0.175	\$ 0.180	\$ 0.185
475	\$ 0.209	\$ 0.155	\$ 0.160	\$ 0.165	\$ 0.170
525	\$ 0.193	\$ 0.144	\$ 0.149	\$ 0.153	\$ 0.158
575	\$ 0.182	\$ 0.136	\$ 0.140	\$ 0.144	\$ 0.149
625	\$ 0.172	\$ 0.129	\$ 0.133	\$ 0.137	\$ 0.141
675	\$ 0.166	\$ 0.123	\$ 0.127	\$ 0.130	\$ 0.134
725	\$ 0.161	\$ 0.118	\$ 0.122	\$ 0.125	\$ 0.129
775	\$ 0.156	\$ 0.113	\$ 0.117	\$ 0.120	\$ 0.124
825	\$ 0.150	\$ 0.110	\$ 0.113	\$ 0.117	\$ 0.120
825+	\$ 0.140	\$ <b>0.106</b>	\$ <b>0.109</b>	\$ <b>0.113</b>	\$ <b>0.116</b>

Therm throughput based on 12-month period prior to COVID	
Imperial Ave	2,970,175
Kearny Mesa	2,457,820
South Bay	4,477,275
El Cajon*	1,407,438

MTS COST PROPOSAL FORMS  
 CNG FUELING STATION OPERATION MAINTENANCE (O M) SERVICES AND CNG EQUIPMENT REPLACEMENT RFP  
 MTS DOC. NO. B0729.0-21

**Projection Assumptions**

- Assume CPI will rise approximately 3% each FY, increasing the per-term rate starting every July.  
 Ites are now using CNG buses instead of diesel fuel. By using mileage ratio, it's estimated that Commuter buses will add approx. 37% to the existing East County CNG consumption q

**Est. CNG Consumption with BEB Consideration.**

FY19	Base Year 1 - FY23 (3/1/22 - 2/29/23)			Base Year 2 - FY24 (3/1/23 - 2/28/24)			Base Year 3 - FY25 (3/1/24 - 2/28/25)		
Imperial Ave	2,870,565	0.089	\$ 255,480.33	2,698,513	0.091670	\$ 247,372.65	2,698,513	0.094420	\$ 254,793.83
Kearny Mesa	2,436,991		\$ 216,892.20	2,416,162		\$ 221,489.57	2,416,162		\$ 228,134.26
South Bay	4,352,411		\$ 387,364.56	4,334,573		\$ 397,350.31	4,227,547		\$ 399,165.36
El Cajon	1,392,623		\$ 123,943.43	1,377,808		\$ 126,303.63	1,377,808		\$ 130,092.74
<b>Subtotal IAD, KMD</b>	5,307,556.49		\$ 472,372.53	5,114,674.69		\$ 468,862.23	5,114,674.69		\$ 482,928.10
<b>Subtotal SB</b>	4,352,410.76	0.089	\$ 387,364.56	4,334,573.01	0.092	\$ 397,350.31	4,227,546.51	0.094	\$ 399,165.36
<b>Subtotal EC</b>	1,392,622.85		\$ 123,943.43	1,377,807.72		\$ 126,303.63	1,377,807.72		\$ 130,092.74
<b>Total</b>	<b>11,052,590.10</b>	<b>0.089</b>	<b>\$ 983,680.52</b>	<b>10,827,055.41</b>	<b>0.092</b>	<b>\$ 992,516.17</b>	<b>10,720,028.92</b>	<b>0.094</b>	<b>\$ 1,012,186.20</b>

FY19	Base Year 4 - FY26 (3/1/25 - 2/28/26)			Base Year 5 - FY27 (3/1/26 - 2/28/27)			Base Year 6 - FY28 (3/1/27 - 2/29/28)		
Imperial Ave	2,580,792	0.097252703	\$ 250,989.03	2,580,792	0.10017028409	\$ 258,518.70	2,580,792	0.1031753926	\$ 266,274.26
Kearny Mesa	2,416,162		\$ 234,978.29	2,134,971		\$ 213,860.63	2,134,971		\$ 220,276.45
South Bay	4,227,547		\$ 411,140.33	3,977,818		\$ 398,459.16	3,701,333		\$ 381,886.48
El Cajon	1,377,808		\$ 133,995.52	1,377,808		\$ 138,015.39	1,281,509		\$ 132,220.23
<b>Subtotal IAD, KMD</b>	4,996,954.34	0.097	\$ 485,967.32	4,715,763.06	0.100	\$ 472,379.33	4,715,763.06	0.103	\$ 486,550.71
<b>Subtotal SB</b>	4,227,546.51		\$ 411,140.33	3,977,818.03		\$ 398,459.16	3,701,332.92		\$ 381,886.48
<b>Subtotal EC</b>	1,377,807.72		\$ 133,995.52	1,377,807.72		\$ 138,015.39	1,281,509.33		\$ 132,220.23
<b>Total</b>	<b>10,602,308.57</b>	<b>0.097</b>	<b>\$ 1,031,103.17</b>	<b>10,071,388.81</b>	<b>0.100</b>	<b>\$ 1,008,853.88</b>	<b>9,698,605.31</b>	<b>0.103</b>	<b>\$ 1,000,657.41</b>

FY19	Option Year I - FY29 (3/1/28 - 2/28/29)			Option Year I - FY30 (3/1/29 - 2/28/30)			Option Year II - FY31 (3/1/30 - 2/28/31)		
Imperial Ave	2,580,792	0.106	\$ 274,262.49	2,580,792	0.109	\$ 282,490.36	2,490,238	0.113	\$ 280,755.77
Kearny Mesa	2,134,971		\$ 226,884.74	1,999,582		\$ 218,871.84	1,999,582		\$ 225,437.99
South Bay	3,701,333		\$ 393,343.07	3,522,955		\$ 385,618.38	3,380,253		\$ 381,098.35
El Cajon	1,140,766		\$ 121,229.90	1,140,766		\$ 124,866.80	1,140,766		\$ 128,612.80
<b>Subtotal IAD, KMD</b>	4,715,763.06	0.106	\$ 501,147.23	4,580,374.67	0.109	\$ 501,362.20	4,489,820.56	0.113	\$ 506,193.76
<b>Subtotal SB</b>	3,701,332.92		\$ 393,343.07	3,522,955.43		\$ 385,618.38	3,380,253.44		\$ 381,098.35
<b>Subtotal EC</b>	1,140,765.53		\$ 121,229.90	1,140,765.53		\$ 124,866.80	1,140,765.53		\$ 128,612.80
<b>Total</b>	<b>9,557,861.51</b>	<b>0.106</b>	<b>\$ 1,015,720.20</b>	<b>9,244,095.63</b>	<b>0.109</b>	<b>\$ 1,011,847.37</b>	<b>9,010,839.52</b>	<b>0.113</b>	<b>\$ 1,015,904.91</b>

MTS COST PROPOSAL FORMS  
 CNG FUELING STATION OPERATION MAINTENACE (O M) SERVICES AND CNG EQUIPMENT REPLACEMENT RFP  
 MTS DOC. NO. B0729.0-21

Att. B, AI 18, 12/16/2021

FY19	Option Year II - FY32 (3/1/31 - 2/29/32)		
Imperial Ave	2,490,238	0.116	\$ 289,178.44
Kearny Mesa	1,999,582		\$ 232,201.13
South Bay	3,317,821		\$ 385,281.38
El Cajon	1,096,320		\$ 127,309.97
<hr/>			
<i>Subtotal IAD, KMD</i>	4,489,820.56	0.116	\$ 521,379.57
<i>Subtotal SB</i>	3,317,821.31		\$ 385,281.38
<i>Subtotal EC</i>	1,096,320.12		\$ 127,309.97
<b>Total</b>	<b>8,903,961.99</b>	<b>0.116</b>	<b>\$ 1,033,970.92</b>

Total Base Years	\$ 6,028,997.35
Total Option Years	\$ 4,077,443.41
<b>GRAND TOTAL (10 years)</b>	<b>\$ 10,106,440.75</b>



**Metropolitan  
Transit  
System**

## **Agenda Item No. 19**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

COPLEY PARK DIVISION (CPD) BUILDING REVISIONS – WORK ORDER

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-08 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$184,985.01, for CPD building updates including paint, lighting upgrades, and building modifications.

**Budget Impact**

The total budget for this project shall not exceed \$184,985.01. 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 \$3,607.21. This project is funded by MTS Paratransit Operations Budget 850012-571142.

**DISCUSSION:**

At the CPD maintenance building, the facility is showing signs of age with low lighting levels due to reduced fixture outputs over time and years of bus maintenance activity exposure. Additionally, the adjacent modular training building has continued to settle due to the underlying landfill.

This project generally consists of replacing existing fluorescent fixtures with light-emitting diode (LED) fixtures and painting the ceiling, joists, and any ancillary ceiling components. This will make the maintenance shop brighter and safer for MTS and contractor employees. The project scope also includes the repair of building doors and replacement of the concrete stair landing with an adjustable pre-fabricated steel landing to account for continual settling issues. These repairs will bring these systems up to a state of good repair, thus mitigating potential risks and costs to MTS in the future.

On October 6, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consists of repair, remodeling, or



other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

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

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

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

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, and equipment for the building rehabilitations. Work is expected to be completed by April 2022.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-08 under JOC to MTS Doc. No. PWG324.0-21, with ABCGC, in the amount of \$184,985.01, for Copley Park Division building updates including paint, lighting upgrades, and building modifications.

/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. Work Order MTSJOC324-08, MTS Doc No. PWG324.0-21 Draft



# Metropolitan Transit System

## JOB ORDER CONTRACT WORK ORDER

PWG324.0-21  
CONTRACT NUMBER

MTSJOC324-08  
WORK ORDER NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

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

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

Telephone: (619) 247-7113

Authorized person to sign contracts: Kenneth Czubernat President  
Name Title

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

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$184,985.01

SAN DIEGO METROPOLITAN TRANSIT SYSTEM | ABC GENERAL CONTRACTOR, INC.

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

Approved as to form:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_





## Agenda Item No. 20

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

December 16, 2021

#### SUBJECT:

ON-CALL SERVICES, ON-CALL APPRAISAL AND GENERAL RIGHT-OF-WAY (ROW)  
MANAGEMENT SERVICES – CONTRACT AWARD

#### RECOMMENDATION:

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

- 1) Ratify the Chief Executive Officer's (CEO) execution of Partial Assignment 1 of San Diego Association of Governments (SANDAG) Capacity for On-Call Appraisal and General ROW Services to MTS in the amount of \$100,000.00 (Attachment A);
- 2) Ratify the CEO's execution of master agreement MTS Doc No. G2541.0-22 with Bender Rosenthal Incorporated (BRI) pursuant to the assignment of contract capacity from SANDAG to MTS (Attachment B) in the amount of \$100,000.00;
- 3) Authorize the CEO to execute an additional assignment (in substantially the same format as Attachment C) of SANDAG Capacity for On-Call Appraisal and General ROW Services to MTS in the amount of \$200,000.00; and
- 4) Authorize the CEO to execute Amendment 1 to master agreement MTS Doc No. G2541.0-22 with BRI pursuant to the assignment of contract capacity from SANDAG to MTS (in substantially the same format as Attachment D) in the amount of \$200,000.00.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

The MTS Real Estate and ROW staff requires consulting support to obtain real property appraisals and assistance with real estate easements, titles and other ROW matters to support capital projects for Bus and Trolley operations.



On September 24, 2019, SANDAG issued RFP #5003270 for on-call appraisal and general right-of-way services. Nineteen (19) proposals were received. In 2020, SANDAG evaluated and awarded agreements to the following firms:

- BRI (SANDAG Agreement 5003272)
- Epic Land Solutions, Inc (SANDAG Agreement 5003271)
- CBRE Valuation & Advisory Services (SANDAG Agreement 5003273)
- The Recht & Recht Company (SANDAG Agreement 5003274)
- Hendrickson Appraisal Company, Inc (SANDAG Agreement 5003275)

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for acquisitions exceeding \$100,000. The policy requires MTS to award the contracts to the most highly rated offeror(s), in accordance with the Cal. Gov. Code §§ 4525 et seq. and the Brooks Act, if federally funded. The solicitation and award process used by SANDAG for these services is compliant with MTS Policy No. 52.

On October 18, 2021, SANDAG assigned \$100,000 in collective capacity for its on-call appraisal and general right-of-way services contracts to MTS.

On November 3, 2021, following the assignment of on-call appraisal and general right-of-way services capacity, the CEO executed a master agreement directly with BRI, which will allow MTS to issue work orders on a project or task basis to the firm. Individual work orders will include such items as a statement of work, period of performance, pricing, deliverable(s), schedule, Disadvantage Business Enterprise (DBE) considerations, and any other essential commitments and provisions that support MTS operations and future appraisal and ROW needs.

Today's proposed action would both increase the SANDAG assignment from \$100,000 to \$300,000 in collective capacity for its on-call appraisal and general ROW services contracts to MTS, and increase MTS's master agreement with BRI from \$100,000 to \$300,000.

Therefore, staff recommends That the MTS Board of Directors:

- 1) Ratify the CEO's execution of Partial Assignment 1 of SANDAGs Capacity for On-Call Appraisal and General ROW Services to MTS in the amount of \$100,000.00;
- 2) Ratify the CEO's execution of master agreement MTS Doc No. G2541.0-22 with BRI pursuant to the assignment of contract capacity from SANDAG to MTS in the amount of \$100,000.00;
- 3) Authorize the CEO to execute an additional assignment of SANDAG Capacity for On-Call Appraisal and General ROW Services to MTS in the amount of \$200,000.00; and
- 4) Authorize the CEO to execute Amendment 1 to master agreement MTS Doc No. G2541.0-22 with BRI pursuant to the assignment of contract capacity from SANDAG to MTS in the amount of \$200,000.00.

/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. Executed Partial Assignment
  - B. MTS Doc No. G2541.0-22
  - C. Draft Partial Assignment
  - D. Draft Amendment 1 to MTS Doc No. G2541.0-22

**PARTIAL ASSIGNMENT 1 OF THE  
SAN DIEGO ASSOCIATION OF GOVERNMENT'S  
SOLICITATION CAPACITY FOR  
ON-CALL APPRAISAL AND GENERAL RIGHT OF WAY MANAGEMENT SERVICES  
TO SAN DIEGO'S METROPOLITAN TRANSIT SYSTEM(MTS) -S895137**

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THIS PARTIAL ASSIGNMENT 1 of solicitation capacity for On-Call Appraisal and General Right of Way Services (herein after "Assignment") is made and entered into, between the San Diego Association of Governments (SANDAG), a public agency (hereinafter "Assignor"), Metropolitan Transit System (MTS), a public agency (hereinafter "Assignee").

WHEREAS, when Assignor solicited proposals for On-Call Appraisal and Right of Way Management Services that are subject to Assignment, the solicitation (Request for Proposals [RFP] 5003270) included sufficient capacity and language permitting assignment to Assignee of a portion of the solicitation capacity.

WHEREAS, as a result of the RFP Assignor entered into Appraisal and General Right-of-Way Management Services Agreements with Epic Land Solutions, Inc (SANDAG Agreement 5003271) & Bender Rosenthal Inc (SANDAG Agreement 5003272), as well as Appraisal Services Agreements with CBRE Valuation & Advisory Services (SANDAG Agreement 5003273), The Recht & Recht Company (SANDAG Agreement 5003274) and Hendrickson Appraisal Company, Inc (SANDAG Agreement 5003275), hereinafter "Third-Party Consultants."

NOW THEREFORE, the parties agree as follows:

1. Assignor hereby assigns, transfers, and sets over unto Assignee a \$100,000 portion of Assignor's interest in its solicitation capacity for On-Call Appraisal and Right of Way Management Services, a copy of which is incorporated herein by reference.
2. Assignee hereby: (i) accepts the partial assignment of Assignor's solicitation capacity for the On-Call Appraisal and Right of Way Management Services.
3. Assignor confirms that it procured the Third-Party Consultants in compliance with its competitive procurement policies and applicable Federal Transit Administration procurement laws. Assignor makes no warranty, representation, guarantee, covenant, or averment of any nature whatsoever concerning SANDAG RFP No. 5003270 and resulting Contracts 5003271, 5003272, 5003273, 5003274 & 5003275.
4. Any Agreement issued by Assignee to one of the Third-Party Consultants shall be issued by Assignee and be between Assignee and the Third-Party Consultant. Assignor shall not be a direct or indirect party to any resulting transaction, contract or agreement between the Assignee and the Third-Party Consultants that may reference Assignor's RFP documents. Assignor assumes no responsibility or liability for any contractual and/or financial obligation nor any other liability whatsoever that may result from the use of the terms and conditions in Assignor's documents in Assignee's third-party agreements.
5. This Assignment may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the last date a party to the Assignment provides an electronic signature below.

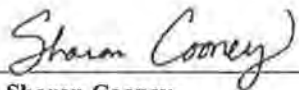
Assignor:

Assignee:

San Diego Association of Governments

Metropolitan Transit System

E-SIGNED by Sharon Humphreys  
on 2021-10-18 22:57:01 GMT



10-15-2021

\_\_\_\_\_  
**Sharon Humphries**                                  **Date**  
**Director of Engineering and Construction**

\_\_\_\_\_  
**Sharon Cooney**                                  **Date**  
**Chief Executive Officer**

Approved as to form:

Approved as to form:

E-SIGNED by Annie Smiddy  
on 2021-10-19 17:06:24 GMT



10-15-2021

\_\_\_\_\_  
**Office of the General Counsel**                                  **Date**

\_\_\_\_\_  
**Office of the General Counsel**                                  **Date**



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. G2541.0-22

THIS AGREEMENT is entered into this 3rd day of November, 2021 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: Bender Rosenthal Incorporated (BRI) Address: 750 B Street, Suite 3130  
San Diego, CA 92101  
City State Zip  
Form of Business: S Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: d.wraa@benderrosenthal.com  
Telephone: 916.978.4900

Authorized person to sign contracts Dave Wraa President  
Name Title

Pursuant to an assignment of contract capacity from the San Diego Association of Governments (SANDAG) to MTS, the Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification (Exhibit A per SANDAG RFP #5003272), Contractor’s Proposal (Exhibit A1), Contractor’s Cost/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D), and Forms (Exhibit E), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit F). Unless otherwise agreed to by MTS and Contractor, references to “SANDAG” in Exhibit A shall instead be considered to refer to MTS.

The contract term is for up to 3 base years and 1 two-year option, exercisable at MTS’s sole discretion, for a total of 5 years. Base period shall be effective October 25, 2021 through October 24, 2024 and option years shall be effective October 25, 2024 through October 24, 2026, if exercised by MTS. Direct services shall be issued and awarded through the Work Order agreement process as described herein.



Payment terms shall be net 30 days from invoice date. Payment for actual services shall be in accordance with Work Orders awarded under this Master Agreement.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	BRI
By: <u><i>Karen Landers</i></u> for Sharon Cooney, Chief Executive Officer	By: <u><i>D.W. Wraa</i></u>
Approved as to form:	David B. Wraa
By: <u><i>Karen Landers</i></u> Karen Landers, General Counsel	Title: <u>President</u>

**EXHIBIT A**  
**SCOPE OF WORK/TECHNICAL SPECIFICATION**  
**(PER SANDAG RFP #5003272)**

## **SCOPE OF WORK**

### **I. REAL ESTATE APPRAISAL SERVICES**

#### **A. Description of Services**

1. Consultant will contract with SANDAG to perform professional and technical Real Estate Appraisals and related services on an as-needed basis. For projects done in conjunction with Caltrans, Caltrans may serve as the Project Manager. SANDAG still will serve as the lead agency and contract administrator, but all task order and invoice approvals may need to be obtained from both SANDAG and Caltrans.
2. Consultant shall provide services and prepare reports for use during Right-of-Way (ROW) negotiations for projects in San Diego County to be assigned to the Consultant through the issuance of Task Orders. Task Orders may include but are not limited to any of the following types of work:
  - a. Preparation of Preliminary Estimates
  - b. Preparation of Complete Real Estate Appraisals
  - c. Perform field work as necessary
  - d. Attend Pre-submission Review Conferences as required
  - e. Prepare correspondence
  - f. Make presentations to SANDAG and/or Local Agency or other groups
  - g. Perform special studies within the scope of Consultant's expertise
  - h. Consultant agrees to be available should consultation be necessary with the SANDAG or Local Agency Legal offices.
  - i. Meetings with SANDAG staff or Local Agency Appraisal and Acquisition staff as required.
  - j. Meetings with SANDAG-hired Goodwill appraisers and Furniture Fixture Machine and Equipment (FFM&E) appraisers as required.
3. All services required herein shall be performed in accordance with applicable local, state and federal regulations, policies, procedures, and standards, including compliance with Caltrans, Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and (if applicable) Federal Railroad Administration (FRA) guidelines for implementing those requirements.
4. Consultant shall conduct all ROW acquisitions in accordance with the California Relocation Assistance Law (Government Code 7260, et seq.), and any project or acquisitions involving federal funding, all applicable federal laws, including but not limited to, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) and the Uniform Relocation Act Amendments of 1987 (Public Law 100-17), as amended, and 49 CFR Part 24 (the Regulations which all federally-funded projects must follow). In addition, wherever

applicable, the SANDAG Board policies and policies and procedures of Caltrans, as stated in its current ROW procedures manuals, will be followed. Consultant shall have a working knowledge of the aforementioned laws, regulations and policies, and shall have knowledge, and preferably experience, with FTA and/or FHWA projects, circulars and guidance.

5. Consultant shall, throughout the life of the Agreement, retain within Consultant's firm or through sub-consultants a staff of people qualified to perform each of the tasks listed in Section A (2) above.
6. Consultant shall carry out the instructions as received from the Project Manager, and shall cooperate with the FTA, FHWA and FRA, and any other Consultants working on the project.
7. It is not the intent of the foregoing paragraph to relieve Consultant of his or her professional responsibility during the performance of this agreement. In those instances where Consultant believes a better procedure or solution to the problem is possible, it shall promptly notify the Project Manager of these concerns, together with reasons therefore.
8. Consultant shall maintain a set of project files which contain, and have available in retrievable form, all backup information pertaining to the report.

## **B. Appraisal Requirements**

1. The Real Estate Appraisal reports are to be prepared in accordance with all applicable regulations as determined by the Project Manager. These may include, but are not limited to, State regulations, policies, procedures, manuals, and standards including compliance with FHWA requirements.
2. Consultant has total responsibility for the accuracy and completeness of the Real Estate Appraisal Reports and other work performed pursuant to this Agreement and prepared for the project and shall check all such material accordingly. Reports will be reviewed by Project Manager for conformity with General Appraisal standards and coordination with State procedures.
3. The Real Estate Appraisal report and supporting documents furnished under this Description of Services shall be of a quality acceptable to the Project Manager and/or regulating funding agency. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct, checked and having the appraiser and checker identified. The minimum standard of appearance, organization, and content of the report shall be that of similar types produced by members of professional appraisal organizations subject to professional standards, such as the Appraisal Institute. SANDAG reserves the right to request a change in the format if it doesn't satisfy the needs of SANDAG or Caltrans for acquisition purposes. In such an instance, SANDAG will provide an example of the desired format.
4. For staff appraisal report purposes when performing appraisal work for Caltrans the procedures to be followed, as well as report content, are set forth in Chapter 7 of



the Caltrans ROW Manual. The manual can be found online at [dot.ca.gov/hq/row/rowman/manual/ch7.pdf](http://dot.ca.gov/hq/row/rowman/manual/ch7.pdf). The Manual can also be purchased through the Caltrans Publications Office by calling (916) 327-6877.

5. The Real Estate Appraisal report is an in-lieu-of staff report and will become the property of SANDAG or Caltrans upon acceptance and approval of the final report. The report will be used for the purpose of a pre-condemnation offer to the property owner. SANDAG reserves the right to use SANDAG or the Local Agency staff to make amendments to the report that might be needed to reflect subsequent changes in ROW requirements, etc. SANDAG reserves the right to disclose the appraisal to any third party to whom SANDAG or Caltrans would normally disclose a copy of a report that was prepared by SANDAG or Caltrans staff.

### **C. Deliverables**

1. As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG or Caltrans prior to the start date or beyond the termination date set forth in each Task Order. Under no circumstances should Consultant presume additional Task Orders beyond current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Orders. Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant's performance, and other relevant factors.
2. Consultant will provide appraisal services for the work described in the Task Order in close liaison with the Project Manager. The Project Manager will exercise review functions as appraisal reviewer at key points in the development process. Milestone reviews (Section C [5] below) will be performed for the specific products and deliverables listed herein. The Project Manager or a designated appraisal reviewer will conduct these reviews. Approval of the appraisal will come at the conclusion of the review process. When a Task Order is initiated for Caltrans, a Caltrans headquarters (HQ) reviewer, when applicable, may also provide a review.
3. Consultant shall prepare a plan showing a deliverables schedule as well as other relevant data needed for Consultant's work control including SANDAG or Caltrans review of the work.
4. If Consultant fails to submit the required deliverable items set forth in this Section, SANDAG or Caltrans shall have the right to assess late payment fines or withhold payment or terminate the Task Order or this Agreement in accordance with the provisions contained within the Agreement.
5. Where Consultant is required to prepare and submit items such as those listed below to the Project Manager as required by Task Order, they shall be submitted in draft form as scheduled and the opportunity provided for the Project Manager and/or appraisal reviewer to direct corrections, prior to final preparation submission.
  - a. Property-related appraisal reports
  - b. Preliminary estimates

- c. Special studies
  - d. Partially completed reports
6. Consultant's computer data processing and word processing capabilities and data storage should be compatible with the following personal computer hardware and word processing software: Windows compatible PC; text files readable in Microsoft Word; storage on flash drive. Consultant shall maintain backup copies of all data conveyed to Project Manager or Caltrans. Consultant shall provide Project Manager or Caltrans with flash drive version of report upon request.
7. A milestone schedule will be prepared by the Project Manager for each Task Order. Milestones may be changed by written agreement between the Project Manager and the Consultant's Project Coordinator or Project Manager.

**D. Materials to be furnished by SANDAG**

SANDAG Project Manager will facilitate materials needed by Consultant, in collaboration with other planning and design consultants and team members.

1. Materials furnished by the Project Manager may include the following:
- a. Appraisal Report Forms, as necessary
  - b. Aerial Photos (if available)
  - c. Pertinent correspondence
  - d. Copies of Design Plans and as needed, Project Report
  - e. Final Environmental Document, if needed
  - f. Visual Impact Assessments, if needed
  - g. Utility Relocation Plans, if needed
  - h. Title Reports, if needed
  - i. Surveys and Monumentation, as necessary
  - j. Name, phone number(s), and address of FFM&E appraiser
  - k. Name, phone number(s), and address of Goodwill appraiser

**E. Work to be performed by SANDAG or Caltrans**

1. The following work shall be performed by SANDAG or Caltrans:
- a. Highway, Transit, and Structure Plans Specifications and Estimate (PS&E)
  - b. Certain correspondence with FHWA, FTA, and other agencies
  - c. Construction Cost Work Estimates of certain transportation facility features, if needed, as pertains to remainder studies

- d. Assist to coordinate efforts and process requests in support of real estate related legal activities. This in no way diminishes Consultant's duties to prepare complete and legally sufficient documents as set forth herein.

## **II. ENVIRONMENTAL MITIGATION APPRAISAL SERVICES**

### **A. Description of Services**

1. Consultant will contract with SANDAG to perform professional and technical Environmental Mitigation Appraisals and related services on an as-needed basis. For projects done in conjunction with Caltrans, Caltrans will serve as the Project Manager. SANDAG still will serve as the lead agency and contract administrator, but all task order and invoice approvals will need to be obtained from both SANDAG and Caltrans.
2. Consultant shall provide services and prepare reports for use during Right-of-Way (ROW) negotiations for projects in San Diego County to be assigned to the Consultant through the issuance of Task Orders. Task Orders may include but are not limited to any of the following types of work:
  - a. Preparation of Preliminary Estimates
  - b. Preparation of Complete Environmental Mitigation Appraisals
  - c. Perform field work as necessary
  - d. Attend Pre-submission Review Conferences as required
  - e. Prepare correspondence
  - f. Make presentations to SANDAG and/or Local Agency or other groups
  - g. Perform special studies within the scope of Consultant's expertise
  - h. Consultant agrees to be available should consultation be necessary with the SANDAG or Local Agency Legal offices.
  - i. Meetings with SANDAG staff or Local Agency Appraisal and Acquisition staff as required.
  - j. Meetings with SANDAG-hired project development team members as required.
3. All services required herein shall be performed in accordance with applicable local, state and federal regulations, policies, procedures, and standards, including compliance with Caltrans, Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and (if applicable) Federal Railroad Administration (FRA) guidelines for implementing those requirements.
4. Consultant shall conduct all ROW acquisitions in accordance with the California Relocation Assistance Law (Government Code 7260, et seq.), and any project or acquisitions involving federal funding, all applicable federal laws, including but not limited to, the requirements of the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970 (Public Law 91-646) and the Uniform Relocation Act Amendments of 1987 (Public Law 100-17), as amended, and 49 CFR Part 24 (the Regulations which all federally-funded projects must follow). In addition, wherever applicable, the SANDAG Board policies and policies and procedures of Caltrans, as stated in its current ROW procedures manuals, will be followed. Consultant shall have a working knowledge of the aforementioned laws, regulations and policies, and shall have knowledge, and preferably experience, with FTA and/or FHWA projects, circulars and guidance.

5. Consultant shall, throughout the life of the Agreement, retain within Consultant's firm or through sub-consultants a staff of people qualified to perform each of the tasks listed in Section A (2) above.
6. Consultant shall carry out the instructions as received from the Project Manager, and shall cooperate with the FTA, FHWA, and FRA, and any other Consultants working on the project.
7. It is not the intent of the foregoing paragraph to relieve Consultant of his or her professional responsibility during the performance of this agreement. In those instances where Consultant believes a better procedure or solution to the problem is possible, it shall promptly notify the Project Manager of these concerns, together with reasons therefore.
8. Consultant shall maintain a set of project files which contain, and have available in retrievable form, all backup information pertaining to the report.

## **B. Appraisal Requirements**

1. The Environmental Mitigation Appraisal reports are to be prepared in accordance with all applicable regulations as determined by the Project Manager. These may include, but are not limited to, State regulations, policies, procedures, manuals, and standards including compliance with FHWA requirements.
2. Consultant has total responsibility for the accuracy and completeness of the Environmental Mitigation Appraisal Reports and other work performed pursuant to this Agreement and prepared for the project and shall check all such material accordingly. Reports will be reviewed by Project Manager for conformity with General Appraisal standards and coordination with State procedures.
3. The Environmental Mitigation Appraisal report and supporting documents furnished under this Description of Services shall be of a quality acceptable to the Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct, checked and having the appraiser and checker identified. The minimum standard of appearance, organization, and content of the report shall be that of similar types produced by members of professional appraisal organizations subject to professional standards, such as the Appraisal Institute. SANDAG reserves the right to request a change in the format if it doesn't satisfy the needs of SANDAG or Caltrans for acquisition purposes. In such an instance, SANDAG will provide an example of the desired format.

4. For staff appraisal report purposes when performing appraisal work for Caltrans the procedures to be followed, as well as report content, are set forth in Chapter 7 of the Caltrans ROW Manual. The manual can be found online at: [dot.ca.gov/hq/row/rowman/manual/ch7.pdf](http://dot.ca.gov/hq/row/rowman/manual/ch7.pdf). The Manual can also be purchased through the Caltrans Publications Office by calling (916) 327-6877.
5. The Environmental Mitigation Appraisal report is an in-lieu-of staff report and will become the property of SANDAG or Caltrans upon acceptance and approval of the final report. The report will be used for the purpose of a pre-condemnation offer to the property owner. SANDAG reserves the right to use SANDAG or the Local Agency staff to make amendments to the report that might be needed to reflect subsequent changes in ROW requirements, etc. SANDAG reserves the right to disclose the appraisal to any third party to whom SANDAG or Caltrans would normally disclose a copy of a report that was prepared by SANDAG or Caltrans staff.

### **C. Deliverables**

1. As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG or Caltrans prior to the start date or beyond the termination date set forth in each Task Order. Under no circumstances should Consultant presume additional Task Orders beyond current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Orders. Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant's performance, and other relevant factors.
2. Consultant will provide appraisal services for the work described in the Task Order in close liaison with the Project Manager. The Project Manager will exercise review functions as appraisal reviewer at key points in the development process. Milestone reviews (Section C [5] below) will be performed for the specific products and deliverables listed herein. The Project Manager or a designated appraisal reviewer will conduct these reviews. Approval of the appraisal will come at the conclusion of the review process. When a Task Order is initiated for Caltrans, a Caltrans headquarters (HQ) reviewer, when applicable, may also provide a review.
3. Consultant shall prepare a plan showing a deliverables schedule as well as other relevant data needed for Consultant's work control including SANDAG or Caltrans review of the work.
4. If Consultant fails to submit the required deliverable items set forth in this Section, SANDAG or Caltrans shall have the right to assess late payment fines or withhold payment or terminate the Task Order or this Agreement in accordance with the provisions contained within the Agreement.
5. Where the Consultant is required to prepare and submit items such as those listed below to the Project Manager as required by Task Order, they shall be submitted in draft form as scheduled and the opportunity provided for the Project Manager and/or appraisal reviewer to direct corrections, prior to final preparation submission.
  - a. Property-related appraisal reports

- b. Preliminary estimates
  - c. Special studies
  - d. Partially completed reports
6. Consultant's computer data processing and word processing capabilities and data storage should be compatible with the following personal computer hardware and word processing software: Windows-compatible PC; text files readable in Microsoft Word; storage on or flash drive. Consultant shall maintain backup copies of all data conveyed to Project Manager or Caltrans. Consultant shall provide Project Manager or Caltrans with flash drive version of report upon request.
7. A milestone schedule will be prepared by the Project Manager for each Task Order. Milestones may be changed by written agreement between the Project Manager and the Consultant's Project Manager.

**D. Materials to be furnished by SANDAG**

SANDAG Project Manager will facilitate materials needed by Consultant, in collaboration with other planning and design consultants and team members.

1. Materials furnished by the Project Manager may include the following:
- a. Appraisal Report Forms, as necessary
  - b. Aerial Photos (if available)
  - c. Pertinent correspondence
  - d. Copies of Design Plans and as needed, Project Report
  - e. Final Environmental Document, if needed
  - f. Visual Impact Assessments, if needed
  - g. Utility Relocation Plans, if needed
  - h. Title Reports, if needed
  - i. Surveys and Monumentation, as necessary
  - j. Name, phone number(s), and address of Furniture Fixture Machinery and Equipment (FFM&E) appraiser
  - k. Name, phone number(s), and address of Goodwill appraiser

**E. Work to be performed by SANDAG or Caltrans**

1. The following work shall be performed by SANDAG or Caltrans:
- a. Highway, Transit, and Structure Plans Specifications and Estimate (PS&E)
  - b. Certain correspondence with FHWA, FTA, and other agencies

- c. Construction Cost Work Estimates of certain transportation facility features, if needed, as pertains to remainder studies
- d. Assist to coordinate efforts and process requests in support of real estate and/or environmental mitigation related legal activities. This in no way diminishes Consultant's duties to prepare complete and legally sufficient documents as set forth herein.

### **III. LOSS OF GOODWILL APPRAISAL SERVICES**

#### **A. Description of Services**

1. Consultant will contract with SANDAG to perform professional and technical Loss of Goodwill Appraisals and related services on an as-needed basis. For projects done in conjunction with Caltrans, Caltrans will serve as the Project Manager. SANDAG still will serve as the lead agency and contract administrator, but all task order and invoice approvals will need to be obtained from both SANDAG and Caltrans.
2. Consultant shall provide services and prepare reports for use during Right-of-Way (ROW) negotiations for projects in San Diego County to be assigned to Consultant through the issuance of Task Orders. Task Orders may include but are not limited to any of the following types of work:
  - a. Preparation of Preliminary Estimates
  - b. Preparation of Complete Loss of Goodwill Appraisals
  - c. Perform field work as necessary
  - d. Attend Pre-submission Review Conferences as required
  - e. Prepare Correspondence
  - f. Make presentations to SANDAG and/or Local Agency or other groups
  - g. Perform special studies within the scope of Consultant's expertise
  - h. Consultant agrees to be available should consultation be necessary with the SANDAG or Local Agency Legal offices.
  - i. Meetings with SANDAG or Local Agency Appraisal and Acquisition Staff as required.
  - j. Meetings with SANDAG-hired Real Estate appraisers and Furniture Fixture Machinery and Equipment (FFM&E) appraisers as required.
3. All services required herein shall be performed in accordance with applicable local, state, and federal regulations, policies, procedures, and standards, including compliance with Caltrans, Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and (if applicable) Federal Railroad Administration (FRA) guidelines for implementing those requirements.

4. Consultant shall conduct all ROW acquisitions in accordance with the California Relocation Assistance Law (Government Code 7260, et seq.), and any project or acquisitions involving federal funding, all applicable federal laws, including but not limited to, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) and the Uniform Relocation Act Amendments of 1987 (Public Law 100-17), as amended, and 49 CFR Part 24 (the Regulations which all federally-funded projects must follow). In addition, wherever applicable, the SANDAG Board policies and policies and procedures of the Caltrans, as stated in its current ROW procedures manuals, will be followed. Consultant shall have a working knowledge of the aforementioned laws, regulations and policies, and shall have knowledge, and preferably experience, with FTA and/or FHWA projects, circulars and guidance.
5. Consultant shall, throughout the life of the Agreement, retain within Consultant's firm or through subconsultants a staff of people qualified to perform each of the Works listed in Section A (2) above.
6. Consultant shall carry out the instructions as received from the Project Manager and shall cooperate with the FHWA, the FTA, and any other Consultants working on the project.
7. It is not the intent of the foregoing paragraph to relieve Consultant of his or her professional responsibility during the performance of this agreement. In those instances where Consultant believes a better procedure or solution to the problem is possible, it shall promptly notify the Project Manager of these concerns, together with reasons therefore.
8. Consultant shall maintain a set of project files which contain, and have available in retrievable form, all backup information pertaining to the report.

## **B. Appraisal Requirements**

1. The Loss of Goodwill reports are to be prepared in accordance with all applicable regulations as determined by the Project Manager. These may include, but are not limited to state regulations, policies, procedures, manuals, and standards including compliance with FHWA requirements.
2. Consultant has total responsibility for the accuracy and completeness of the Loss of Goodwill Appraisal Reports and other work performed pursuant to this Agreement and prepared for the project and shall check all such material accordingly. Reports will be reviewed SANDAG or Local Agency Project Manager for conformity with General Goodwill Appraisal standards and coordination with State procedures.
3. The Loss of Goodwill Appraisal report and supporting documents furnished under this Description of Services shall be of a quality acceptable to Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct, checked and having the appraiser and checker identified. The minimum standard of appearance, organization and content of the report shall be that of similar types produced by members of professional appraisal organizations subject to professional standards



such as the American Society of Appraisers. SANDAG reserves the right to request a change in the format if it doesn't satisfy the needs of SANDAG or Caltrans for acquisition purposes. In such an instance, Project Manager will provide an example of the desired format.

4. The procedures to be followed and content of the Appraisal report when performing appraisal work for Caltrans are set forth in Chapter 7 of the Caltrans ROW Manual. The manual can be found online at <https://dot.ca.gov/programs/right-of-way/right-of-way-manual/complete-2019-manual>. The Manual can also be purchased through the Caltrans Publications Office by calling (916) 327-6877.
5. The Loss of Goodwill Appraisal report is an in-lieu-of staff report and will become the property of SANDAG and or Caltrans upon acceptance and approval of the final report. The report will be used for the purpose of a pre-condemnation offer to the property owner. SANDAG reserves the right to use SANDAG or the Caltrans staff to make amendments to the report that might be needed to reflect subsequent changes in ROW requirements, etc. SANDAG reserves the right to disclose the appraisal to any third party to whom SANDAG or Caltrans would normally disclose a copy of a report that was prepared by SANDAG or Caltrans staff.

### **C. Deliverables**

1. As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG or Caltrans prior to the start date or beyond the termination date set forth in each Task Order. Under no circumstances should Consultant presume additional Task Orders beyond current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Orders. Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant's performance, and other relevant factors.
2. Consultant will provide appraisal services for the Work described in the Task Order in close liaison the Project Manager. The Project Manager will exercise review functions as appraisal reviewer at key points in the development process. Milestone reviews (Section C [4] below) will be performed for the specific products and deliverables listed herein. The Project Manager or Appraisal Reviewer will conduct these reviews. When a task order is initiated for Caltrans, a Caltrans Headquarters (HQ) reviewer, when applicable, may also provide a review.
3. Consultant shall prepare a plan showing a deliverables schedule as well as other relevant data needed for Consultant's work control including SANDAG or Caltrans review of the work.
4. Where Consultant is required to prepare and submit items such as those listed below to the Project Manager as required by Task Order, they shall be submitted in draft form as scheduled and the opportunity provided for the Project Manager and/or appraisal reviewer to direct corrections, prior to final preparation submission.
  - a. Loss of Goodwill Appraisal Reports

- b. Preliminary Estimates
  - c. Special Studies
  - d. Partially Completed Reports
5. Consultant's computer data processing and word processing capabilities and data storage should be compatible with the following personal computer hardware and word processing software: Windows-compatible PC; text files readable in Microsoft Word; storage on flash drive. Consultant shall maintain backup copies of all data conveyed to SANDAG or Caltrans. Consultant shall provide SANDAG or Caltrans with flash drive version of report upon request.
6. A milestone schedule will be prepared by the Project Manager for each Task Order. Milestones may be changed by written agreement between the Project Manager and the Consultant's Project Coordinator or Project Manager.

**D. Materials to be Furnished by SANDAG**

SANDAG Project Manager will facilitate materials needed by consultant, in collaboration with other planning and design consultants and team members.

1. Materials furnished by the Project Manager may include the following:
- a. Copy of Goodwill questionnaire completed by business owner
  - b. Appraisal Report Forms, as necessary
  - c. Pertinent correspondence
  - d. Copies of Design Plans, if needed
  - e. Pertinent information from Real Estate and FFM&E Appraisal Reports
  - f. Copies of tax returns and financial documents provided to SANDAG or Local Agency by Business owner
  - g. Copy of any information from the real estate appraisal and/or the FFM&E appraisal that the Goodwill appraiser might require to complete the appraisal assignment.
  - h. Name, phone number(s), and address of business owner(s)
  - i. Name, phone number(s), and address of real estate appraiser(s)
  - j. Name, phone number(s), and address of FFM&E appraiser

**E. Work to be performed by SANDAG**

1. The following work shall be performed by SANDAG or Caltrans:
- a. Highway, Transit, and Structure Plans Specifications and Estimate (PS&E)
  - b. Certain correspondence with FHWA, FTA, and other agencies

- c. Construction Cost Work Estimates of certain Highway and Transit Facility features, if needed, as pertains to remainder studies.
- d. Assist to coordinate efforts and process requests in support of real estate and/or loss of goodwill related legal activities. This in no way diminishes Consultant's duties to prepare complete and legally sufficient documents as set forth herein

**IV. FURNITURE, FIXTURE, MACHINERY, AND EQUIPMENT (FFM&E) APPRAISAL SERVICES**

**A. Description of Services**

1. Consultant will contract with SANDAG to perform professional and technical Furniture, Fixture, Machinery & Equipment Appraisals and related services on an as-needed basis. For projects done in conjunction with Caltrans, Caltrans will serve as the Project Manager. SANDAG still will serve as the lead agency and contract administrator, but all task order and invoice approvals will need to be obtained from both SANDAG and Caltrans.
2. Consultant shall provide services and prepare reports for use during Right-of-Way (ROW) negotiations for projects in San Diego County to be assigned to Consultant through the issuance of Task Orders. Task Orders may include but are not limited to any of the following types of work:
  - a. Preparation of Preliminary Estimates
  - b. Preparation of Complete FFM&E Appraisals
  - c. Perform field work as necessary
  - d. Attend Pre-submission Review Conferences as required
  - e. Prepare correspondence
  - f. Make presentations to SANDAG or Local Agency and/or other agencies or groups
  - g. Perform special studies within the scope of Consultant's expertise
  - h. Consultant agrees to be available should consultation be necessary with the San Diego SANDAG or Local Agency Legal Office
  - i. Meet with SANDAG or Local Agency appraisal and acquisition staff as required
  - j. Meet with SANDAG-hired independent real estate appraisers and/or Goodwill appraisers as required
3. All services required herein shall be performed in accordance with applicable local, state and federal regulations, policies, procedures, and standards, including compliance with Caltrans, Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and (if applicable) Federal Railroad Administration (FRA) guidelines for implementing those requirements.

4. Consultant shall conduct all ROW acquisitions in accordance with the California Relocation Assistance Law (Government Code 7260, et seq.), and any project or acquisitions involving federal funding, all applicable federal laws, including but not limited to, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) and the Uniform Relocation Act Amendments of 1987 (Public Law 100-17), as amended, and 49 CFR Part 24 (the Regulations which all federally funded projects must follow). In addition, wherever applicable, the SANDAG Board policies and policies and procedures of Caltrans, as stated in its current ROW procedures manuals, will be followed. Consultant shall have a working knowledge of the aforementioned laws, regulations and policies, and shall have knowledge, and preferably experience, with FTA and/or FHWA projects, circulars and guidance.
5. Consultant shall, throughout the life of the Agreement, retain within Consultant's firm or through subconsultants a staff of people qualified to perform each of the Works listed in Section A (2), above.
6. Consultant shall carry out the instructions as received from the Project Manager and shall cooperate with the FHWA, the FTA and any other Consultants working on the Project.
7. It is not the intent of the foregoing paragraph to relieve Consultant of his or her professional responsibility during the performance of this agreement. In those instances where Consultant believes a better procedure or solution to the problem is possible, it shall promptly notify the Project Manager of these concerns, together with reasons therefore.
8. Consultant shall maintain a set of project files which contain, and have available in retrievable form, all backup information pertaining to the report.

## **B. Appraisal Requirements**

1. The FFM&E Appraisal reports are to be prepared in accordance with all applicable regulations as determined by the Project Manager. These may include, but are not limited to, state regulations, policies, procedures, manuals, and standards, including compliance with FHWA requirements.
2. Consultant has total responsibility for the accuracy and completeness of the FFM&E Appraisal Reports and other work performed pursuant to this Agreement and prepared for the project and shall check all such material accordingly. Reports will be reviewed by the Project Manager for conformity with General Appraisal standards and coordination with State procedures.
3. The FFM&E Appraisal report, and supporting documents furnished under this Description of Services shall be of a quality acceptable to the Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically, and grammatically correct, checked, and having the appraiser and checker identified. The minimum standard of appearance, organization, and content of the report shall be that of similar types produced by members of professional appraisal organizations subject to professional standards,

such as the American Society of Appraisers. SANDAG reserves the right to request a change in the format if it doesn't satisfy the needs of SANDAG or Caltrans for acquisition purposes. In such an instance, the Project Manager will provide an example of the desired format.

4. For staff appraisal report purposes when performing appraisal work for Caltrans the procedures to be followed, as well as report content, are set forth in Chapter 7 of the Caltrans ROW Manual. The manual can be found online at: <https://dot.ca.gov/programs/right-of-way/right-of-way-manual/complete-2019-manual>. The Manual can also be purchased through the Caltrans Publications Office by calling (916) 327-6877.
5. The FFM&E Appraisal report is an in-lieu-of-staff report and will become the property of SANDAG upon acceptance and approval of the final report. The report will be used for the purpose of a pre-condemnation offer to the property owner. SANDAG or Caltrans reserves the right to disclose the appraisal to any third party to whom SANDAG or Caltrans would normally disclose a copy of a report that was prepared by appraisal staff. If during negotiations with the real estate and/or business owners, the owner provides additional information pertaining to the FFM&E, SANDAG, or Caltrans reserves the right to have any necessary revisions of the report prepared by a qualified staff appraiser.

### **C. Deliverables**

1. As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG or Caltrans prior to the start date or beyond the termination date set forth in each Task Order. Under no circumstances should Consultant presume additional Task Orders beyond current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Orders. Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant's performance, and other relevant factors.
2. Consultant will provide appraisal services for the work described in the Task Order in close liaison with the Project Manager. SANDAG will exercise review functions through the Project Manager as appraisal reviewer at key points in the development process. Milestone reviews (Section C [4] below) will be performed for the specific products and deliverables listed herein. The Project Manager or a designated appraisal reviewer will conduct these reviews. When a task order is initiated for Caltrans, a Caltrans Headquarters (HQ) reviewer, when applicable, may also provide a review.
3. Consultant shall prepare a plan showing a deliverables schedule as well as other relevant data needed for Consultant's work control including SANDAG or Caltrans review of the work.
4. Where Consultant is required to prepare and submit items such as those listed below to the Project Manager as required by Task Order, they shall be submitted in draft form as scheduled and the opportunity provided for the SANDAG Project Manager or appraisal reviewer to direct corrections, prior to final preparation submission.

- a. Furniture, Fixture, Machinery, & Equipment Appraisal Reports
  - b. Preliminary Estimates
  - c. Special Studies
  - d. Partially Completed Reports
5. Consultant's computer data processing and word processing capabilities and data storage should be compatible with the following personal computer hardware and word processing software: Windows compatible PC; text files readable in Microsoft Word; storage on flash drive. Consultant shall maintain backup copies of all data conveyed to SANDAG or Caltrans. Consultant shall provide Caltrans with flash drive version of report upon request.
6. A milestone schedule will be prepared by the Project Manager for each Task Order. Milestones may be changed by written agreement between the Project Manager and the Consultant's Project Coordinator or Project Manager.

**D. Materials to be Furnished by SANDAG**

SANDAG Project Manager will facilitate materials needed by consultant, in collaboration with other planning and design consultants and team members.

1. Materials furnished by the Project Manager may include the following:
- a. Appraisal Report Forms, as necessary
  - b. Aerial Photos (if available)
  - c. Pertinent correspondence
  - d. Name, Address, and Phone number of real estate appraiser
  - e. Name, Address, and Phone number of business owner(s)
  - f. Name, Address, and Phone number of Goodwill appraiser.
  - g. Any information from real estate appraisal that might be required to complete FFM&E appraisal
  - h. Copy of Design plans, if needed
  - i. Copy of R/W map(s), if needed

**E. Work to be performed by SANDAG**

1. The following work shall be performed by SANDAG or Caltrans:
- a. Highway, Transit, and Structure Plans, Specifications, and Estimate (PS&E)
  - b. Certain correspondence with FHWA, FTA, and other agencies
  - c. Preparation and execution of all public utility agreements

- d. Construction Cost Work Estimates of certain Highway and Transit Facility features, if needed, as pertains to remainder of studies
- e. Assist to coordinate efforts and process requests in support of real estate and/or FFM&E related legal activities. This in no way diminishes Consultant's duties to prepare complete and legally sufficient documents as set forth herein

**V. GENERAL RIGHT-OF-WAY MANAGEMENT SERVICES**

**A. Description of Services**

- 1. Consultant will contract with SANDAG to perform professional and technical Right-Of-Way (ROW) and related services on an as-needed basis. For projects done in conjunction with Caltrans, Caltrans will serve as the Project Manager. SANDAG still will serve as the lead agency and contract administrator, but all task order and invoice approvals will need to be obtained from both SANDAG and Caltrans.
- 2. Consultant shall provide services and prepare reports for use during ROW negotiations for projects in San Diego County to be assigned to Consultant through the issuance of Task Orders. Task Orders may include but are not limited to any of the following types of work:
  - a. Project Administration Services
  - b. Preliminary ownership information
  - c. Title investigation
  - d. Preliminary mapping
  - e. Project data collection
  - f. Right of way cost estimates
  - g. Final mapping
  - h. Valuation services
    - i Appraisal Review
    - ii Appraisal Services such as Real Estate, Environmental Mitigation, Goodwill, and Furniture, Fixture, Machinery and Equipment (FFM&E).
    - iii Dispute resolution counseling, and
    - iv Expert testimony;
  - i. Negotiation and acquisition services
    - i Preparing offer letters in final format
    - ii Prepare legally-sufficient agreements with property owners

- iii Document review
- iv Independent appraisal review reports
- v Administrative review and appraisal reports
- j. Relocation field services
- k. Relocation assistance casework services
- l. Closing Services
- m. Disposal of Property
- n. Strategic Planning for capital program
- o. Acquire access permits and right of entry permits from local entities
- p. Manage internal documentation for cost, scope and schedule as well as quality assurance of *TransNet* Dashboard
- q. Acts as the initial and primary point of contact on all ROW project-related matters. Types of parcels include utilities, railroad and mitigation. These matters will include involvement in the initial scoping of a project, ROW capital cost estimating, ROW project scheduling and resource identification throughout the project development cycle, and general coordination with Project Managers on all project related functional matters.
- r. Responsible for monitoring ROW project delivery schedules.
- s. Provides current ROW project progress and makes recommendations regarding project delivery issues to Project Managers.
- t. Participates on Project Delivery Teams.
- u. Coordinate with Planning and Engineering consultants and staff involved in the projects, including communicating project control performance metrics such as resource management, critical path scheduling and risk assessment.
- v. Advise Project Delivery Teams on State and Federal laws, rules, regulations, and policy guidelines pertaining to appraisal, acquisition, condemnation, and relocation functions.
- w. Provide property management services, as agreed upon and requested, typically covering the periods between acquisition and start of project construction including, securing property and structures, interim leasing and rent collection, minor maintenance and other activities needed to assure safe and legal use of the property prior to project construction.
- x. Prepare, review, and evaluate each of the following:
  - i Real Estate Acquisition Management Plan (RAMP)
  - ii Planning, budgeting, scheduling, tracking and reporting documents as they relate to real estate acquisitions



- iii Acquisition files including offers, negotiations and contract logs
  - iv Relocation files and provide appropriate required notices.
3. All services required herein shall be performed in accordance with applicable local, state, and federal regulations, policies, procedures, and standards, including compliance with Caltrans, Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and (if applicable) Federal Railroad Administration (FRA) guidelines for implementing those requirements.
  4. Consultant shall conduct all ROW acquisitions in accordance with the California Relocation Assistance Law (Government Code 7260, et seq.), and any project or acquisitions involving federal funding, all applicable federal laws, including but not limited to, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) and the Uniform Relocation Act Amendments of 1987 (Public Law 100-17), as amended, and 49 CFR Part 24 (the Regulations which all federally-funded projects must follow). In addition, wherever applicable, the SANDAG Board policies and policies and procedures of the Caltrans, as stated in its current ROW procedures manuals, will be followed. Proposer shall have a working knowledge of the aforementioned laws, regulations and policies, and shall have knowledge, and preferably experience, with FTA and/or FHWA projects, circulars and guidance.
  5. Consultant shall, throughout the life of the Agreement, retain within Consultant's firm or through subconsultants a staff of people qualified to perform each of the tasks listed in Section A (2) above.
  6. Consultant shall carry out the instructions as received from the SANDAG Project Manager, and shall cooperate with FTA, FHWA, and FRA, and any other Consultants working on the Project.
  7. It is not the intent of the foregoing paragraph to relieve Consultant of his or her professional responsibility during the performance of this agreement. In those instances where Consultant believes a better procedure or solution to the problem is possible, he shall promptly notify the SANDAG Project Manager of these concerns, together with reasons therefore.
  8. Consultant shall maintain a set of project files which contain, and have available in retrievable form, all backup information pertaining to the report.

## **B. Report Requirements**

1. The ROW reports are to be prepared in accordance with all applicable regulations as determined by the Project Manager. These may include, but are not limited to state regulations, policies, procedures, manuals, and standards, including compliance with FHWA requirements.
2. Consultant has total responsibility for the accuracy and completeness of the ROW reports and other work performed pursuant to this Agreement and prepared for the project and shall check all such material accordingly. Reports will be reviewed by the

Project Manager for conformity with general standards and coordination with State procedures.

3. The ROW reports and supporting documents furnished under this Description of Services shall be of a quality acceptable to the SANDAG Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically, and grammatically correct, checked, and having the appraiser and checker identified. The minimum standard of appearance, organization, and content of the report shall be that of similar types produced by members of professional appraisal organizations subject to professional standards, such as the American Society of Appraisers. SANDAG reserves the right to request a change in the format if it doesn't satisfy the needs of SANDAG or Caltrans for acquisition purposes. In such an instance, the Project Manager will provide an example of the desired format.
4. For staff appraisal report purposes when performing appraisal work for Caltrans, the procedures to be followed, as well as report content, are set forth in Chapter 7 of the Caltrans ROW Manual. The manual can be found online at <https://dot.ca.gov/programs/right-of-way/right-of-way-manual/complete-2019-manual>. The Manual can also be purchased through the Caltrans Publications Office by calling (916) 327-6877.
5. All reports will become the property of SANDAG and or Caltrans upon acceptance and approval of the final report. SANDAG reserves the right to use SANDAG or Caltrans staff to make amendments to the reports that might be needed to reflect subsequent changes in ROW requirements, etc. SANDAG reserves the right to disclose to any third party to whom SANDAG or Caltrans would normally disclose a copy of a report that was prepared by SANDAG or Caltrans staff.

### **C. Deliverables**

1. As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG or Caltrans prior to the start date or beyond the termination date set forth in each Task Order. Under no circumstances should Consultant presume additional Task Orders beyond current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Orders. Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant's performance, and other relevant factors.
2. Consultant will provide services for the work described in the Task Order in close liaison with the SANDAG Project Manager. The Project Manager will exercise review functions at key points in the development process. Milestone reviews will be performed for the specific products and deliverables listed herein. The Project Manager will conduct these reviews. Approval will come at the conclusion of the review process. When a Task Order is initiated for Caltrans, a Caltrans Headquarters (HQ) reviewer, when applicable, may also provide a review.

3. Consultant shall prepare a plan showing a deliverables schedule as well as other relevant data needed for Consultant's work control including SANDAG or Caltrans review of the work.
4. Where Consultant is required to prepare and submit items such as those listed below to the Project Manager as required by Task Order, they shall be submitted in draft form as scheduled and the opportunity provided for the Project Manager and/or appraisal reviewer to direct corrections, prior to final preparation submission.

**D. Materials to be Furnished by SANDAG**

The Project Manager will facilitate materials needed by Consultant, in collaboration with other planning and design consultants and team members.

**E. Work to be Performed by SANDAG or Caltrans**

1. Highway, Transit, and Structure Plans, Specifications, and Estimate (PS&E)
2. Certain correspondence with FHWA, FTA, and other agencies
3. Preparation and execution of all public utility agreements
4. Construction Cost Work Estimates of certain transportation facility features, if needed, as pertains to remainder studies
5. Assist to coordinate efforts and process requests in support of real estate-related legal activities. This in no way diminishes Consultant's duties to prepare complete and legally sufficient documents as set forth herein

**VI. SANDAG PROPERTY TRANSFER RIGHT-OF-WAY MANAGEMENT SERVICES**

**A. Description of Services**

This project will provide Right-of-Way (ROW) property transfer services for unique properties/owners. The exact number of transfers and priority order may be determined in conjunction with the consultant and SANDAG. The properties may have been originally obtained by SANDAG as part of various construction projects. These identified parcels/easements now need ownership transferred to San Diego Metropolitan Transit System (MTS), North County Transit District (NCTD), local cities or other designated entities. The need for action involving temporary (expired) easements shall be determined. The transfer entities will be confirmed as the property and Capital Improvement Projects (CIP) are identified, confirmed and budgeted. Properties involved with current, (non-completed) construction projects may not be transferred until the project is put to its intended use.

1. Expected Results
  - a. Acquired property parcels purchased by SANDAG for construction purposes will be transferred to final user/owner following being placed into use for intended function. SANDAG property ownership risks will be reduced or eliminated.

2. Tasks
  - a. Project Management
    - i Consultant shall provide project management and task order management services. This includes, but is not limited to, coordination with SANDAG and designated entity staff, attending meetings (including phone conferences), and preparing monthly invoices.
    - ii Track and manage budgetary-related aspects of Scope of Work per SANDAG Project CIP Number.
  - b. Title Search and Reports
    - i Provide a title search on the following properties to insure property is in SANDAG name.
      - San Diego Association of Governments
      - SANDAG
    - ii Obtain title reports as necessary.
  - c. Identify Properties to transfer
    - i Work with SANDAG to match properties with SANDAG Capital Improvement Program (CIP) projects.
    - ii Identify CIP projects still in process to be transferred when project completed.
    - iii Identify and prioritize properties to be transferred of completed projects.
  - d. Prioritize by potential liability risks associated with property
    - i Real property
    - ii Easements
    - iii Other Agreements
  - e. Quitclaim Deeds
    - i Develop and complete Quitclaim deed(s) to transfer the properties from SANDAG to the designated entities
  - f. Synchronize Transfer of Property
    - i Coordinate with SANDAG, consultants, designated transfer entity and legal staff to:
      - Insure all comments to the Deed by designated entities and SANDAG have been addressed

- Assist in the preparation of agreements between designated entities and SANDAG to affect the transaction
- Assist in obtaining FTA, or other funding entities approval of the proposed transaction, if applicable

**B. REPORT REQUIREMENTS**

1. Property transfer documents are to be prepared in accordance with all applicable regulations. These regulations may include, but are not limited to county, state regulations, policies, procedures, manuals, and standards including compliance with Federal, State and/or Local requirements.
2. Consultant has responsibility for the accuracy and completeness of the transfer documents and other work performed pursuant to this Agreement and prepared for the project and shall check all such material accordingly. Transfer documents will be reviewed by SANDAG Project Manager for conformity with general standards and coordination with SANDAG procedures.

**C. DELIVERABLES**

1. As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG or Caltrans prior to the start date or beyond the termination date set forth in each Task Order. Under no circumstances should Consultant presume additional Task Orders beyond current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Orders. Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant's performance, and other relevant factors.
2. Consultant shall prepare a plan showing a deliverables schedule as well as other relevant data needed for Consultant's work control including SANDAG or Caltrans review of the work
3. Title Reports as appropriate
4. Quitclaims and/or appropriate real estate property transfer documents
5. Preliminary Change of Ownership Reports (PCOR) as required
6. Recorded Quitclaim Deed(s)
7. Invoice broken down by CIP/OWP numbers
8. Listing of properties transferred along with entity receiving the transferred property
9. Listing of properties currently owned by SANDAG, but not identified for transfer

**D. Materials to be Furnished by SANDAG**

1. Listing of associated projects and related Capital Improvement Project (CIP) or Overall Work Program (OWP) numbers.

2. Contact information of SANDAG Project Managers associated with needed property transfers.
3. Copies of property transfer deeds, easements, appraisals, and related agreements.
4. Copies of legal descriptions and other property identifying plat maps.

**E. Work to be Performed by SANDAG**

1. Assist with the synchronization of property transfers to the appropriate identified parties
2. Certain correspondence with FHWA, FTA, and other agencies
3. Obtain necessary SANDAG signatures on transfer documents
4. Assist in the coordination to obtain transfer approval and signatures from outside parties
5. Provide a transfer priority listing based on construction project status along with SANDAG risks associated with property ownership

**EXHIBIT A1  
CONTRACTOR'S PROPOSAL**



PROPOSAL FOR

# ON-CALL APPRAISAL AND GENERAL RIGHT-OF-WAY MANAGEMENT SERVICES

OCTOBER 31, 2019  
SOLICITATION NUMBER: 5003270

SAN DIEGO ASSOCIATION OF GOVERNMENTS

PRESENTED BY BENDER ROSENTHAL INCORPORATED | 750 B STREET, SUITE 3130 SAN DIEGO, CALIFORNIA 92101



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“WE APPROACH  
EACH PROJECT  
WITH INTEGRITY,  
CREATIVITY AND  
DEDICATION.”

**A. EXECUTIVE SUMMARY >**

# A. EXECUTIVE SUMMARY



## On-Call Appraisal and General Right-of-Way Management Services: Solicitation Number 5003270

### EXECUTIVE SUMMARY

Bender Rosenthal, Inc. (BRI) was founded in 1997 and is a California S Corporation that specializes in right of way project management and planning, real estate appraisal, real property acquisition, residential and business relocation, property management and land services. With a staff of over 130 employees spread over those disciplines and twenty-two (22) years of service delivery for public sector clients, BRI has tackled almost every conceivable real property issue and has the relevant experience to provide the San Diego Association of Governments (SANDAG) with comprehensive Appraisal and General Right-of-Way Management Services.

At BRI, we believe that investing in our employees returns dividends for our clients. One of the hallmarks of our staff is a drive for continuing education and excellence in all that we do. Our appraisal group includes thirteen (13) California Certified General Real Estate Appraisers, six (6) of whom earned the MAI designation from the Appraisal Institute. In addition, we are fortunate to have four (4) appraisal reviewers with the prestigious AI-GRS designation. Our acquisition and land agents include nine (9) California licensed real estate brokers and over twenty-five (25) real estate salespeople. Additionally, we have four (4) Senior Right of Way Agents (SR/WA) with numerous additional staff pursuing designations through the International Right of Way Association. We are also proud to offer four (4) Project Management Professionals (PMPs) certified by the Project Management Institute.

BRI has provided appraisal and right-of-way management services to over 125 public sector clients in the transportation, flood, and water industries within the last five (5) years. Through our experience, we have developed exceptional working relationships with the local agencies, and we are a strong, stable firm with the staffing capability to deliver any size project that SANDAG may choose to undertake. Furthermore, given our previous work on a diverse range of SANDAG projects, BRI has gained valuable insight regarding SANDAG’s processes and procedures and we will apply these to any future project.

### WHY BRI?

#### WE’VE DONE THIS BEFORE >

Having worked on behalf of SANDAG, North County Transit District (NCTD) and Metropolitan Transit System (MTS) projects over the last twenty-five (25) years, BRI understands the nuances of the kind of projects that SANDAG may pursue during the term of this contract and the local jurisdictions that the projects fall within or pass through. We have worked with or have relationships with most of the agencies in San Diego County, from cities to water districts to federal properties such as Camp Pendleton or Naval Facilities Engineering Command (NAVFAC).



#### BRI BY THE NUMBERS

Founded in 1997 and celebrating over 22 years in business, we offer one of the deepest professional benches in the Right of Way industry.

- Over 130 employees
- 13 California Certified General Real Estate Appraisers
- 6 MAI designated Appraisers
- 1 ARA designation
- 4 AI-GRS designations
- 1 CCIM designation
- 9 California Licensed Real Estate Brokers
- 25 Real Estate Salespeople
- 4 Senior Right of Way Agents SR/WA designated staff
- 4 Project Management Professionals (PMP)

## A. EXECUTIVE SUMMARY

### 2 WE LIVE HERE >

With an office in Downtown San Diego, we can be in your offices in a matter of minutes. Furthermore, being local to this area, we understand the demographics and specific issues surrounding appraising and acquiring properties in a built-out, urban environment. BRI agents go into the field with the goal of being respectful to people's space and time continuing the goodwill SANDAG needs in order to successfully finish any project. We aren't just your consultants, we're your neighbors, we're your friends, and we will live with whatever we build together.

### 3 WE KNOW PEOPLE (WHO KNOW MORE PEOPLE) >

As many of our staff are former Caltrans and agency employees, we have an enhanced perspective on right of way services for transportation projects and ability to solve potential right of way issues before they impact schedule and budget. BRI's strength comes from an understanding of how transit and rail agencies function, as well as how the FTA Grant process, and other federal grant processes, are administered.. Also, we have the connections within those agencies to get the right people to the table to obtain approval of required real estate documents in a timely and efficient manner. Several examples include the Sprinter Project (NCTD), Mission Valley East and West Trolley (MTS), and currently for the Mid-Coast Corridor Transit Project (SANDAG).

At BRI, we also believe in empowering the project team to be an extension of our clients. For property owners, there is little to no distinction between SANDAG and BRI. We understand that we are one of the first faces property owners associate with any given project. The light we represent SANDAG in can have major impacts on the acquisition stage, ultimately determining whether the project stays on schedule or not.

For any SANDAG project, we will implement a successful plan from right-of-entry through acquisition that engages the public in a meaningful way and sets the project off in a positive direction. We are well aware that you must begin with the end in mind, and that starting the process with a positive message, a clear plan, and robust, transparent communication with the public not only sets the tone for the process but builds trust with the affected property owners as we move through the acquisition process. Property owners' questions invariably involve project process, project impacts, and the real estate negotiation process and our acquisition agents are experts at inviting these questions in a welcoming manner and answering them competently. The agent is the project team member who can function as a single point of contact for property owners, answer the "process" questions about the project and address concerns as they are raised. BRI has implemented this method of early property owner engagement in numerous projects, and this philosophy has improved settlement rates, decreased need for condemnation, improved collaboration between the project and community, and can provide significant cost savings to SANDAG.

We understand that the SANDAG Board prefers that property owners are dealt with fairly and equitably, avoiding condemnation if possible. By using this more "friendly" approach, we find that our results will achieve those goals.



“QUALITY IS THE BEST BUSINESS PLAN.”

**B. IDENTIFICATION OF THE PROPOSER >**

# B. IDENTIFICATION OF THE PROPOSER AND ESTABLISHMENT OF FISCAL RESPONSIBILITY

## I. LEGAL NAME AND ADDRESS OF PROPOSER'S COMPANY.

Bender Rosenthal Incorporated (BRI)

<b>Local Address:</b>	<b>Headquarters:</b>
750 B Street, Suite 3130 San Diego, CA 92101	2825 Watt Avenue, Suite 200 Sacramento, CA 95821

## 2. NUMBER OF YEARS THE PROPOSER'S COMPANY HAS BEEN IN BUSINESS.

BRI has been in business for 22 years.

## 3. LEGAL FORM OF PROPOSER (PARTNERSHIP, CORPORATION, JOINT VENTURE, ETC.).

BRI is an S Corporation and in good standing with the California Secretary of State.

## 4. IF COMPANY IS A WHOLLY OWNED SUBSIDIARY OF A "PARENT COMPANY," PROVIDE THE LEGAL NAME AND FORM OF THE PARENT COMPANY.

BRI is not a subsidiary.

## 5. TAX IDENTIFICATION NUMBER.

41-2034507

## 6. DUNN AND BRADSTREET NUMBER.


94-1659302

## 7. ADDRESS OF OFFICES THAT WILL WORK ON THIS PROJECT.

750 B Street, Suite 3130  
San Diego, CA 92101

## 8. IF DBE CERTIFIED, IDENTIFY CERTIFYING AGENCY AS WELL AS GENDER AND ETHNICITY.

Not applicable.

 <p><b>State of California</b> <b>Secretary of State</b></p> <p><b>Statement of Information</b> (Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions.</p> <p><b>IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM</b></p> <p>1. CORPORATE NAME BENDER ROSENTHAL, INC.</p>	<p><b>S</b></p> <p><b>G618347</b> <b>FILED</b></p> <p>In the office of the Secretary of State of the State of California</p> <p><b>APR-30 2019</b></p> <p><small>This Space for Filing Use Only</small></p>
	<p>2. CALIFORNIA CORPORATE NUMBER C2408737</p>
<p><b>No Change Statement</b> (Not applicable if agent address of record is a P.O. Box address. See instructions.)</p> <p>3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.</p> <p><input checked="" type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.</p>	



## B. IDENTIFICATION OF THE PROPOSER AND ESTABLISHMENT OF FISCAL RESPONSIBILITY

### 9. IF SMALL BUSINESS-CERTIFIED, IDENTIFY THE CERTIFICATE NUMBER PROVIDED BY THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES OFFICE OF SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE SERVICES AND THE EXPIRATION DATE.

Not applicable.

### 10. NAME, TITLE, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF THE PERSON TO CONTACT CONCERNING THE PROPOSAL.

**Name:** Chip Willett

**Title:** Vice President of Southern California Project Delivery

**Address:** 750 B Street, Suite 3130, San Diego, CA 92101

**Email:** c.willett@benderrosenthal.com

**Phone:** 619.359.8389

### 11. STATE WHETHER THE PROPOSER HAS FILED BANKRUPTCY IN THE LAST TEN YEARS AND PROVIDE ANY OTHER RELEVANT INFORMATION CONCERNING WHETHER THE PROPOSER IS FINANCIALLY CAPABLE OF COMPLETING THIS PROJECT.

BRI has not filed bankruptcy in the last ten years and is financially secure. BRI has no conditions that would impede our ability to complete any assignment awarded under this contract.

### 12. PROVIDE ALL LICENSE NUMBERS FOR LICENSES RELEVANT TO OR REQUIRED FOR THIS PROJECT, THE NAMES OF THE HOLDERS OF THOSE LICENSES, AND THE NAMES OF THE AGENCIES ISSUING THOSE LICENSES.

The BRI Team has all licenses relevant to or required for any SANDAG project. Provided below are tables of all BRI staff followed by our subconsultant team members.

#### LICENSES ISSUED BY THE CALIFORNIA BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER	EXPIRATION	REAL ESTATE APPRAISER	EXPIRATION
Adam Bursch, MAI #AG037931	8/9/21	Jeremy Bagott, MAI, AI_GRS #AG031250	7/9/21
Amy Woodward #AG0044210	12/30/20	Joseph Mulholland #AG3004086	10/10/20
Angela Parrott #AG031817	9/11/21	Justin Kobilis, MAI, AI-GRS #AG044370	6/16/21
Cydney Bender Reents, MAI #AG017559	7/30/20	Mike Lahodny #AG044258	2/17/21
David Houghton #AG3024669	12/26/19	Ross Campbell #AG3003418	11/3/19
David Wraa, ARA, MAI, AI-GRS #AG23713	7/21/21	Tom Leonard #AG3006441	4/28/21
Jared Calabrese, MAI, CCIM, AI-GRS #AG042740	6/21/21		

## CERTIFICATIONS AND LICENSES

### LICENSES ISSUED BY THE CALIFORNIA DEPARTMENT OF REAL ESTATE

REAL ESTATE BROKERS	EXPIRATION	REAL ESTATE BROKERS	EXPIRATION
Brenda Schimpf #01976031	5/19/23	Lee Smith #00648958	1/14/22
Jane Wiggans #01366991	11/14/23	Steve Rosenthal #00420456	10/29/21
Chip Willett #00922802	7/25/22	Pete Feild #00806015	1/30/22
Conner McDonald #01780060	10/28/22	Jeannette Rotz #01393764	12/20/21
Jeff Aldal # Pending	Pending		

### LICENSES ISSUED BY THE CALIFORNIA DEPARTMENT OF REAL ESTATE

REAL ESTATE SALESPERSON LICENSE	EXPIRATION	REAL ESTATE SALESPERSON LICENSE	EXPIRATION
Robert Woodard #02017458	9/28/2020	John Wirkner #01941159	12/4/21
Christy Lambdin #01851676	9/13/20	Justin Newell #02029358	6/7/22
Deryl Neal #01450312	8/27/20	Christopher Clark #02023575	1/30/21
Tony Sierra #01967140	3/27/23	Darren Miles #02050638	4/26/22
Jeff Aldal #01478787	2/10/21	Katie Eastham #02002438	7/6/20
Joe Zapata #01970490	3/25/23	Shayne Bond #02031166	8/17/21
Lee Pemberton #01931729	5/6/21	Lucas Smith # 02031599	12/26/21
Ellen Springer #02067215	9/6/22	Marelene Zeichick #00873640	7/2/21
Teresa Yamzon #01927209	3/14/21	Natalie Gonzales #02030753	6/26/21
Vivian Thompson #02070965	3/25/21	Taylor Lambdin #02017612	7/26/22
Renee Baur #01930277	10/15/21	Teri Schuessler #01974559	6/22/23
Suzann Arnold # 00845775	4/26/21	Shannon Kashuba #02022376	12/12/2020
Betsey Cline # 02102057	9/23/23		

### LICENSES ISSUED BY THE CALIFORNIA BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISERS	EXPIRATION	REAL ESTATE APPRAISERS	EXPIRATION
Christine Santolucito AG043715	02/14/2020	Rob Caringella AG003295	06/30/2020



“SUCCESS IS A DIRECT  
PRODUCT OF WORK  
ETHIC.”

**C. PROPOSED METHOD TO ACCOMPLISH THE WORK >**

# C. PROPOSED METHOD TO ACCOMPLISH THE WORK

## PROJECT MANAGEMENT

Project Management identifies, manages and controls quality. It is the cornerstone to successful project delivery. The ability to meet in person with SANDAG project management staff, and the ability to attend meetings on short notice, is an important aspect of project management that is facilitated by having our project office within 5 minutes of SANDAG offices.

## PROJECT MANAGEMENT PROCESSES

Maintaining organized, accurate records and disseminating vital status information is fundamental for efficient project implementation. Our goal is ensuring that SANDAG is fully aware of the status of every parcel, at every stage of the process. This helps engage the right resources at the right time to avoid unnecessary delay.

**Budget and Cost Controls:** Design changes can often have an impact on required appraisal and right of way needs, which may impact schedule and cost. The BRI Team will work with SANDAG to address the fiscal and schedule impacts of the various project change proposals and assess other budget and cost ramifications.

**Scheduling:** BRI will work with the team to produce and maintain a parcel by parcel schedule to integrate into the overall project schedule. The necessary BRI resources will be employed to keep the project on schedule with regards to scope within BRI's control. Schedule slippage for project tasks outside BRI's control will be brought to SANDAG's Project Manager's attention as soon as they are noted by the BRI team.

**Progress Reporting:** Progress reporting requirements may vary based on the task assigned and the level of reporting required by SANDAG's Project Manager. The BRI team has successfully used the following methods of progress reporting on SANDAG projects:

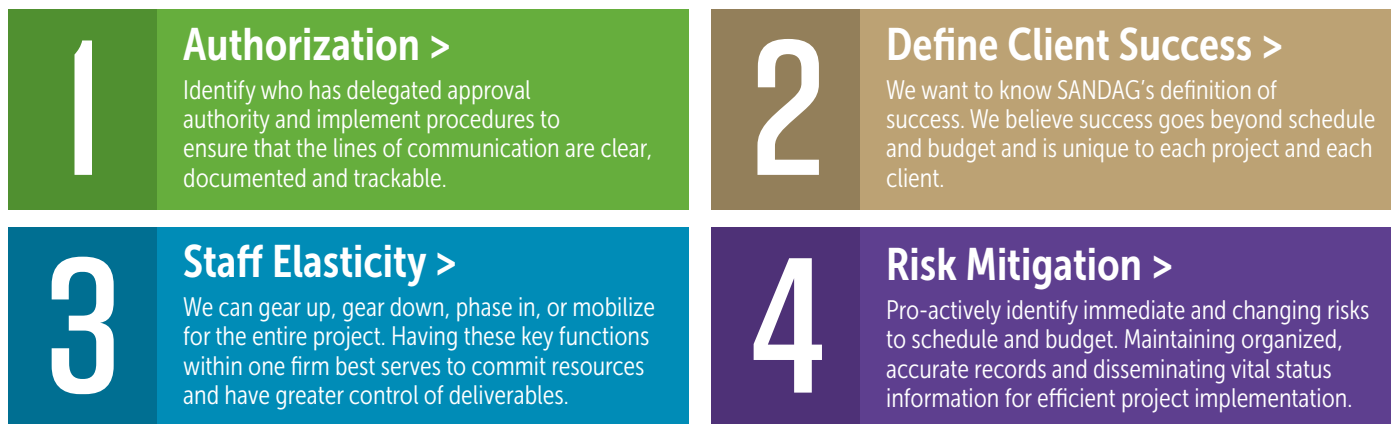
- Weekly conference/meetings with Team, including the Project Manager, design team, legal, environmental, and the survey team;
- Weekly meeting minutes with follow-up action items; Weekly status report showing parcel by parcel detail of the various tasks completed (e.g., Notice of Decision to Appraise, date of inspection, completion of appraisal, approval of appraisal, first written offer, Notice of Eligibility, other consultant report deliveries, etc.)
- Monthly report looking at the last thirty days, with a look ahead for the next 30 days. The monthly report will be accompanied by a bulleted executive summary cover sheet which will highlight the top issues facing project delivery. These executive summaries are effective in isolating areas where there are concerns or accomplishments; and
- An Earned Value system that includes Planned Value, Spent to Date, and Earned Value for each major task. This will allow management to understand where we are, where we are headed, and what it's going to take to get there.

**Risk Management:** The BRI Team will develop and oversee a risk register detailing cost and schedule risks related to right of way, utilities and other issues as needed.

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

**Quality Assurance / Quality Control:** Our Quality Assurance/Quality Control Program will start with constantly updated project information, reviewed master document formatting, and centralized document preparation. Before any document is released to SANDAG for approval, it will have undergone a quality check by a senior professional not responsible for the work.

Overall, early identification of potential obstacles, establishment of a risk register, and a better understanding of the property owner's concerns will allow BRI to effectively work with the project team, property owners, and all stakeholders to efficiently deliver the right of way and support the project schedule. The BRI Team has created a detailed project approach and project management plan to control delivery of all services.



## I. REAL ESTATE APPRAISAL SERVICES

### PROJECT MANAGEMENT

Each appraisal assignment is a project, so a fundamental understanding of project management is at the core of efficient appraisal report delivery. The BRI Team will follow project management processes described by the Project Management Institute (PMI) in their Project Management Body of Knowledge (PMBOK Guide). We will focus on integrating the following nine key steps involved in managing any appraisal project SANDAG may choose to undertake:

1. **Scope** - What do we need to do?
2. **Cost** - How much will it cost?
3. **Schedule** - When do we need to get it done?
4. **Quality** - What is the definition of success?
5. **Risk** - What could get in our way?
6. **Communication** - Who makes decisions?
7. **Procurement** - What do we need to get it done?
8. **Human Resources** - Who do we need to get it done?
9. **Change Control** - How do we implement and manage change?

BRI will manage each appraisal assignment with an eye to the processes noted above.

1

### OUR CAPACITY

Over 80% of BRI's appraisals have been performed for public agencies and 14 appraisers have a capacity of producing over 720 appraisals per year. *This is a staggering production of nearly 50 appraisals per month for public agencies.*

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### QUALITY ASSURANCE / QUALITY CONTROL

At the core of any project with multiple involved parties is the need for a system of checks and controls. Before any appraisal is released to SANDAG for approval, it will have undergone a quality check by a senior appraisal professional. Our QA/QC plan will address two types of checks to be provided on all appraisal reports:

1. **Detail Check (DC)** – Checking for completeness, consistency, numerical and verbal accuracy; correct spelling, grammar, and syntax.
2. **Independent Technical Review (ITR)** – A review checking that approach, methodology, reasoning, and conclusions are appropriate and conform to the Uniform Standards of Professional Practice, applicable laws and specific assignment conditions for the appraisal.

### APPRAISAL PROJECT APPROACH

Once SANDAG issues a task order, BRI Principal in Charge Chip Willett will work collaboratively with the SANDAG Project Manager to determine the assignment requirements. BRI will evaluate the assignment requirements list (for multiple-parcel projects) to identify efficiencies that can be gained throughout the project by organizing properties by property type and physical similarities and identify the priority appraisals in concert with the client. Finally, we will assign the appraisals to the appropriate appraisers based on the appraiser's experience with each property and appraisal type.

All appraisal work product will be developed and reported based on industry standards specific to each assignment and following USPAP appraisal standards.

### REAL PROPERTY APPRAISAL

BRI will prepare independent appraisal reports or restricted appraisal reports. Appraisal reports will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Plats and legal descriptions, appraisal maps, or property owner exhibits for each of the properties to be appraised will be provided to BRI by others.

BRI Appraisers will be California Certified General Real Estate Appraisers with a minimum of five years of appraisal experience. BRI will engage our Research Team to identify potential comparable properties and other information to support the appraisers. The appraiser will then investigate zoning, land use, and potential impacts the project may have on the subject property. BRI will develop the Notice of Intent to Appraise (NOI) letter, and upon approval of SANDAG's Project Manager, SANDAG will send the NOIs to all owners of record. Note that we find that an NOI letter is more likely to be opened by a property owner if in a SANDAG envelope. If necessary, the Appraiser will coordinate staking of the proposed acquisition areas with the SANDAG PM and survey consultant prior to the inspection. Property owners will be given the opportunity to accompany the appraiser at the inspection. The appraiser will review the market and find the most comparable market information from which to determine the value of the acquisition and severance damages/benefits (as applicable) given the definition of fair market value in the California code of Civil Procedure, Section 1263.320. Each comparable will be confirmed with market participants by the BRI team and observed in the field.

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### RIGHT-OF-WAY APPRAISAL PROCESS

Larger parcel determination is a crucial step in right of way appraisals. This determines what property or properties should be valued. If only part of the property is affected by the proposed acquisition and project, this is defined as a partial acquisition appraisal. Partial acquisition appraisal process and state summation methodology are described below.

- Value the larger parcel (entire ownership before proposed acquisition) including land, improvements and property rights.
- Value the partial acquisition allocating the contributory value of the land and improvements that are being acquired.
- Value the remainder, considering the contributory value of land and improvements, as part of the larger parcel.
- Value the remainder (as a separate and distinct parcel) after the acquisition and before consideration of benefits.
- Value the remainder (as a separate and distinct parcel) after the acquisition, considering benefits.

In the event the major or substantial structural improvements are located on the remainder and not subject to severance damages, the appraiser may elect not to value these improvements and provide a land only analysis.

The highest and best use, both vacant and improved, and highest and best use of the remainder, will be fully analyzed with special attention given to such issues as interim improvements, potential change in zoning/general plan, and/or non-conforming uses. When appraising a partial acquisition, the report will contain estimates of the fair market value for the fee interests of the "larger parcel."



### FAIR MARKET VALUE CONCLUSION

Fair Market Value is defined as the value of the part acquired, plus net severance damages as applicable sum to equal fair market value. Typically, the appraiser's fair market value conclusion is used as the basis for the agency to set just compensation, prior to making an offer to purchase the property rights required for a public project. We understand that right of way appraisal work must conform to USPAP, Uniform Act, California Code of Civil Procedures, and the Caltrans Manual if federal funding is involved. Being a full-service right of way firm, our appraisers have extensive experience with all facets of the right of way and condemnation processes.

### APPRAISAL REVIEW

An appraisal review is the act or process of developing and communicating an opinion about the quality of another appraiser's work (USPAP 2018-2019). The essence of appraisal review is to investigate, analyze, and verify the logic, methodology and procedures used in appraisals and to ensure the preparation of competent and thorough reports that result in sound, well-supported value opinions. The purpose of a review is to reinforce SANDAG's confidence in the credibility of the appraisal conclusions it presents.

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

BRI has enlisted the expertise of the Santolucito Doré Group for independent review. BRI has teamed with these expert reviewers previously, and we have found them to be professional, independent and willing to seek additional documentation or ask tough questions concerning consistency and methodology to produce an objective work product. The appraisal and review teams understand that the appraisal must withstand the scrutiny of review by other agencies. As a team, we are judicious and thoughtful about developing a product that is research based, analytical and impartial.

Upon completion of the review, the appraisal and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to SANDAG for approval of Just Compensation.

## II. ENVIRONMENTAL MITIGATION APPRAISAL SERVICES

BRI has accumulated years of experience in environmental mitigation appraisal through our involvement with the California Department of Water Resources (DWR). BRI provided appraisal services to DWR for over fifteen (15) mitigation sites within the Delta region, in addition to providing a technical study regarding market influences for mitigation properties throughout California. In addition to our work with DWR, BRI has also appraised several properties which are restricted by habitat conservation in the Santa Clara region for private clientele. As may be expected, there are many challenges involved with mitigation projects.



### DEPARTMENT OF WATER RESOURCES: CASE STUDY

DWR owned 50% of an island in the Delta with plans for required tidal restoration. They needed to acquire 8,000 credited acres over a relatively short time frame, especially considering it would take upwards of 15,000 acres of land to sufficiently meet qualifications. To further complicate the process, property owners in the area were aware that DWR desperately needed the land for compliance, and the expectation of value was well beyond fair market values.

In this case, the balance of the island was owned by one other party, who was aware of DWR's needs. Without this adjacent property, DWR would incur significant cost to protect the adjacent site with a levee, to prevent flooding their land and the adjacent land. The owner was unwilling to sell for the appraised fair market value, and DWR was in a bind.

As a creative solution, BRI provided DWR with an additional analysis reflecting the cost savings to DWR in the valuation by acquiring the adjacent property. This Investment Value is specific only to a particular investor, DWR in this case, and is distinguished from fair market value. This additional valuation provided a justification for a higher price, yet still saved public funds due to a significantly lower construction cost.

In the case of mitigation lands, there is a finite quantity of properties capable of supporting a particular habitat, and the supply is generally constrained by the natural environmental features of a given property. Additionally, it could take significantly more land to satisfy the requirements, as most of the time only portions of a property may qualify for credit. Furthermore, well-informed property owners are continuously demanding higher premiums, based on the dwindling supply of land suitable for mitigation. Through our extensive work in this sector, BRI has gained a database of comparable sales and market research to benefit not only the appraisal process but help drive the entire integrated right of way process for the entirety of the project. Mitigation appraisal is a very specific process and BRI can offer SANDAG the experience, data, and insight to keep projects on track.



## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### III. LOSS OF GOODWILL APPRAISAL SERVICES

BRI is featuring both Donna Desmond Associates and Desmond Marcella & Amster to perform comprehensive, well researched and defensible goodwill and Business appraisals as required for any SANDAG project. The scope of work for the preparation of a restricted appraisal of goodwill loss includes:

- Inspect the Business facility;
- Inspect the relocation site (if identified);
- Interview the person most knowledgeable of the Business' operations, financial operating results and relocation;
- Review and analyze the Business' historical income tax returns, financial statements, forecasts and projections;
- Perform market research regarding economic viability and marketability of the Business in the before and after conditions;
- Value the goodwill of the Business in the before condition;
- Utilize available information to determine the loss of goodwill value that may be suffered due to displacement from the subject property;
- Prepare a restricted appraisal outlining the approaches, assumptions, methodology and conclusions appropriate for settlement negotiations or court submittal; and
- Provide litigation support, including but not limited to, review of opposing appraisal reports and testimony.



**LOSS OF GOODWILL VALUE APPRAISAL FOR A STREET AUTO IN SAN DIEGO RESULTING FROM SANDAG'S MID-COAST CORRIDOR TRANSIT PROJECT**

All appraisal services will be performed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).

### IV. FURNITURE, FIXTURE, MACHINERY & EQUIPMENT (FFM&E) APPRAISAL SERVICES

BRI is pleased to have both Hodges Lacey & Associates and Desmond Marcella & Amster on staff to complete any furniture, fixtures, machinery & equipment (FFM&E) valuation services. The scope of services will depend on the effect of any project on the operations of the various businesses. This will not be determined until the initial appraisal interviews are completed. The FFM&E valuation will use generally accepted appraisal principles and theory, complying with the standards outlined by the California Department of Transportation, Right of Way Manual, Section 7.08.02 and the reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the appraisal foundation of the American Society of Appraisers. Improvements pertaining to realty will be evaluated and valued and coordination/reconciliation with the real estate appraiser will take place to ensure all applicable items are valued and to avoid double counting. A general scope of work for FFM&E appraisal is as follows:

- Communicate with BRI and SANDAG project management to ascertain the scope of the assignment;
- Coordinate with relocation agents, acquisition agents, and attorneys;

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

- Prepare a complete inventory of the assets at the subject business location. This inventory includes make, model, and serial number (if applicable) of all items, a description of the assets as well as observation of their age, condition, method of installation, if any, and photographs;
- Review any documentation pertaining to the assets provided by the business owner and/or manager, such as invoices, depreciation schedules, and construction contracts;
- Interview business owners and/or managers;
- Research the marketplace for each of the assets identified on-site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets;
- Coordinate with other appraisers to avoid duplication of compensation;
- Apply valuation methods including the Market Approach and Cost Approach to the subject assets; and
- Prepare the appraisal report for submission, including replacement cost new, depreciated value and salvage value in place.

The purpose of the appraisal is to assess the tangible long-term assets of the businesses to estimate the potential Replacement Cost New, Fair Market Value in Use, Salvage Value and Relocation Cost, which will provide SANDAG an estimate of value for negotiation and settlement purposes.

## V. GENERAL RIGHT-OF-WAY MANAGEMENT SERVICES

### PROJECT MANAGEMENT:

#### ROW CAPITAL COST ESTIMATING

Upon receipt of project maps, and/or documentation quantifying the square footage required from each assessor parcel number, BRI will refine the issues facing the right of way acquisition prior to the final design phase. Planning activities include a field review of project and developing a preliminary right of way capital cost estimate based on preliminary plans. This task will include developing a right of way scoping report that provides a detailed analysis of the project right of way that highlights the various risks and solutions to ensure the right of way acquisition does not become a critical path issue. These costs will be presented in a table format summarizing the total cost per parcel to be used in the final report. BRI understands that these reports are vital to ensuring that the project has sufficient funds for right of way, including all incidental expenses. Too often, we enter the picture with clients when these costs were not properly identified, and there is a struggle to find adequate funds for acquisition.

#### ROW PROJECT SCHEDULING

One of the most significant risks to any project is the inability to deliver the required right of way in time for contractor access or per the project's construction staging plan. BRI will work with the team to produce and maintain a parcel by parcel schedule to integrate into the overall project schedule. The necessary BRI resources will be employed to keep the project on schedule with regards to scope within BRI's control. Schedule slippage for project tasks outside BRI's control will be brought to SANDAG's Project Manager's attention as soon as they are noted by the BRI team.

- Submit progress reports with follow up action items
- Prepare schedules, highlighting any issues facing project delivery
- Isolate areas where there are concerns or accomplishments

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### DOCUMENT REVIEW

First, we recommend that SANDAG create a library of document templates that can be used on all projects that have right-of-way requirements, including but not limited to templates for a standard offer, purchase and sale agreement (PSA), temporary construction easement, right to enter for testing, possession and use agreement, and various easement templates for drainage, access, aerial or other easements that might be involved. To date, every right of way consultant uses their own document templates on SANDAG projects, each of which require SANDAG legal review before they can be executed. Having standard templates will simplify the process for the SANDAG project managers involved and greatly reduce the processing time for the SANDAG signature process, which requires legal approval before the Executive Director or designee will sign.

Checklists are developed for each document deliverable and followed to ensure those deliverables meet SANDAG's standard of care. Internal technical reviews are performed by personnel having technical expertise in the subject matter to be reviewed (or a critical subset of the subject matter to be reviewed) who are typically not the originator of the work product under review. The required expertise includes the necessary licensing, certifications, or professional extensive and specialized experience at least equivalent to that needed for the original work. The internal reviews and evaluations of documents, material, or data that require interpretation or professional judgment to verify or validate assumptions, methodology or conclusions. These also serve to verify that the completed work meets contractual requirements and ensure the deliverable is verified for correctness, completeness, and accuracy by a qualified person prior to delivery.

### COORDINATE WITH PLANNING AND ENGINEERING

BRI will work closely with the SANDAG Project Manager and Design Engineer to triage the proposed property impacts and provide recommendations as to how those impacts can be minimized. This process will depend on the procurement type. For example, on a design-bid-build (DBB) project, the right of way requirements will be set and right of way acquired before the project goes to construction. On a Construction Manager General Contractor (CMGC) project or Design-Build (DB) project, BRI would work with the selected CMGC team or DB contractor as design progresses to suggest ways to minimize impacts, such as changing wall types, or access points.

### STRATEGIC PLANNING FOR CAPITAL PROGRAM

SANDAG's 2050 Regional Transportation Plan (RTP) lays out a plan for investing an estimated \$214 billion in local, state, and federal transportation funds expected to come into the region over the next 40 years. To the extent that a proposed project under the RTP involves estimating real estate and right of way costs for planning purposes, BRI has a team of experts available to assist. Most recently, we provided right of way cost information for five options for the Airport Connectivity Study within one week of receiving the assignment.



## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### PROJECT COORDINATION:

#### MANAGE INTERNAL DOCUMENTATION

The approved and recorded documents will be maintained in BRI's SharePoint database, organized by project, property owner and if applicable, project segment. The SharePoint database will be adapted to meet the changing needs of any given project, adding alerts to the system to stay on top of the milestone tasks, as specified by the SANDAG Project Manager. BRI Project Coordinators will work directly with the project team, SANDAG and BRI acquisition staff on tracking the status and updating SharePoint and SANDAG's internal systems to help keep any project on schedule. Reports will be created out of SharePoint to provide status on any field being tracked, such as when PTRs are received, when NODAs are sent to the owner, inspection dates, FWO dates, etc. We will also be tracking appraised value of all easements to be acquired to facilitate modifications to the project acquisition budget, if required.

#### PROJECT ADMINISTRATION SERVICES

BRI will coordinate and manage all administrative tasks associated with any SANDAG project, primarily focused on tracking the project scope and schedule, providing day-to-day oversight of the project issues and deliverables. Tasks include:

- Monitor and Control Project Status; Maintain the project risk register
- Monitor right of way costs as they are incurred to compare to budget
- Coordinate all mailings and approval requests
- Send notification letters as needed to property owners
- Submit accounting data to SANDAG in support of issuing payments; order compensation checks
- Attend Meetings, develop meeting agendas and provide meeting minutes as required by SANDAG Project Manager
- Review draft and signed documents
- Submit and upload executed documents to SANDAG
- File close out

#### PROJECT DATA COLLECTION / PRELIMINARY OWNERSHIP INFORMATION

To provide SANDAG with the most current and accurate land ownership information, BRI has a team of experienced land agents to perform comprehensive research for each subject parcel. This sometimes involves additional property searches for owners with multiple properties and outdated mailing addresses, in which we will utilize Data Tree and Fast People Search to locate the owner. If these initial methods fail, we will then utilize Lexis Nexis to confirm our findings. Additionally, the Secretary of State website is utilized to identify individuals and business partners in order to contact relevant parties to a company. SANDAG will be provided with all land documentation relating to each property, and land ownership will be confirmed through securing deed records in San Diego County, as well as ensuring that all third-party encumbrances are identified, with attention to special use permitting and the convergence of multiple party interests. BRI's land agents are adept at locating and isolating all affecting real property documents and will also ensure all findings are accurately supported, documented, and frequently updated in the desired platform.

**FOR PG&E, BRI HAS COMPLETED PROPERTY OWNERSHIP DETERMINATIONS**



**ALONG 6,500 MILES OF GAS TRANSMISSION PIPELINE AND TIER 3 FIRE AREAS ACROSS 36 COUNTIES. THIS HAS INCLUDED RESEARCH AND LAND RIGHTS FOR OVER 100,000 PARCELS AND 41,000 DISTINCT OWNERS IN THE LAST 3 YEARS.**

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### TITLE INVESTIGATION

To facilitate the closing of the various right of way transactions, BRI will provide escrow and title support to SANDAG. We find that escrow and title companies are much more responsive with our direct involvement, as a public acquisition is typically a smaller dollar volume and requires just as much documentation as closing a single-family residence. Guido Schenkhuizen, former Operations Manager and Chief Title Officer and Underwriter for Old Republic Title Company in Glendale, CA will be lead title/escrow coordinator. To provide SANDAG with additional expertise, BRI is also collaborating with Commonwealth Title. Having worked closely together for the last five years on multiple projects, the Commonwealth/BRI team have the experience required to clear complex title matters.

### PRELIMINARY AND FINAL MAPPING REVIEWS

The high-level right of way research and assessment of preliminary mapping will include a fatal flaw analysis and will identify areas in which acquisition could prove difficult, costly, and/or a long lead which would delay the construction of any SANDAG project. BRI's assessment will highlight the various risks to ensure the right of way acquisition does not become a critical path issue. We will evaluate, property by property, the least costly and most feasible to acquire along the potential alignment—essentially, the path of least resistance. The input from the high-level screening and fatal flaw analysis will inform the design process and provide recommendations for final mapping.

### VALUATION SERVICES

BRI is proposing under category I. Property Appraisal Services. A description of Valuation Services is covered above under that category.



**BRI'S APPRAISAL WORK ON THE GENESEE PARCELS HAD THE MOST COMPREHENSIVE ANALYSIS OF DAMAGES AND BENEFITS THAT I HAVE EVER SEEN!**

**— ERIK "RICK" FRIESS, PARTNER, ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP (PROPERTY OWNER LEGAL REPRESENTATION)**

### APPRAISAL REVIEW

An appraisal review is the act or process of developing and communicating an opinion about the quality of another appraiser's work (USPAP 2017-2018). The essence of appraisal review is to investigate, analyze, and verify the logic and procedures used in appraisals and to ensure the preparation of competent and thorough reports that result in sound value opinions. The purpose of a review is to reinforce the client's confidence in the credibility of the appraisal conclusions it presents. When the draft appraisal is complete, BRI will conduct an internal review of each draft and provide comments to the appraiser. Those comments will be addressed and then the draft will be forwarded to the reviewer. BRI is pleased to have the Santolucito Doré Group as a member of the team to provide independent appraisal review.

### EXPERT TESTIMONY

BRI has been involved in sixteen (16) different expert testimony cases for public agencies and private parties for a variety of reasons, some of which resulted in testimony, others of which included a deposition or a case settlement prior to testifying. An expert must have a full understanding of all appraisal standards and laws that apply to each appraisal assignment and employ proper methodology or risk being disqualified as an expert and leaving the client in an unfavorable situation mid-case. We take pride in our work and have the highest standards in the industry for our process and internal quality controls. Our appraisal staff is also highly involved in various professional organizations (Appraisal Institute, IRWA, Association of Farm Managers and Rural Appraisers), which helps to make us aware of any changes that may affect statutes and regulations.

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### NEGOTIATION AND ACQUISITION SERVICES



Once just compensation is approved, BRI will prepare the offer package, which will include SANDAG's acquisition brochure and the summary of the basis for the appraisal. If the property is occupied and the acquisition will displace the owner or owner's tenants, BRI's relocation staff will also be involved and prepare the appropriate notices. We believe it is better to send the offer out in a SANDAG envelope by FedEx to make sure it is received. Once the offer has been received, BRI will negotiate with the affected property owner to hopefully reach a settlement within the limits of Policy 17. The policy provides that the Executive Director is authorized to direct payment to persons for right of way property, so long as the payment amount does not exceed 110 percent of the appraised value or \$100,000 above the appraised value, whichever is higher. Proposed settlements in excess of these limits need to go to the SANDAG Board for approval. Settlements are disclosed to the Board as informational items, and we believe that it is in the best interest of any project to avoid disclosing actual financial terms of any settlement in a Board package, which is available to the general public, including properties proximate to the property in question where settlements have not yet been reached. We recommend that any such disclosure of financial terms be made either in closed session, or after all property settlements have been reached.

Assuming settlement, BRI will prepare the appropriate Purchase and Sale Agreement (PSA) with deeds as exhibits for the owner's signature and to process for signature at SANDAG. Once the signature of the SANDAG Executive Director or designee is obtained, BRI will open escrow with Commonwealth Title and process both the owners escrow documents and the buyer's (SANDAG) escrow documents for signature. Escrow will provide an estimated closing statement to SANDAG, and SANDAG will wire the funds to escrow when requested to complete the acquisition. Once completed, the entire property file will be forwarded to SANDAG from BRI.

### RELOCATION SERVICES

Where there is business or residential relocation involved, BRI will initiate the relocation process concurrently with the appraisal inspection. BRI's Relocation Manager, Tony Sierra, is set to lead our Relocation Team through the process. BRI will work closely with the displaced owners to understand their specific needs and will strive to relocate them to a like-kind property. Our relocation agents are fully versed in the relocation steps outlined in the Uniform Act and the decent, safe and sanitary requirements of the Act. All relocations will meet the stringent State and Federal Uniform Act requirements while maintaining a schedule that will enable the launch of construction as planned. If there are a sufficient number of relocations required by a project, BRI will also prepare a Relocation Plan for approval by SANDAG.

### PROPERTY MANAGEMENT

If a property is acquired in advance of construction, BRI will provide property management until such time as it is either demolished or otherwise needed for construction. Often with relocation, the actual vacancy of the property is not immediately followed by the construction of the project. Good community relationships are maintained by preventing acquired properties from becoming blights to neighboring areas. Measures such as weed control, board-ups of improved properties, or other means will be used to prevent properties from becoming a nuisance until such time as the project contractor takes control of them.

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### CLOSING SERVICES

BRI will prepare and process conveyance deeds to transfer all acquired right of way to SANDAG. Additionally, BRI will process final invoices, close out and prepare files, and submit to SANDAG upon project completion.

BRI will also provide reproducible final copies of all final documents to SANDAG upon completion of project(s) either electronically, hard copy or both, which could include based on the scope of work;

- Agent Log
- Appraisal/Appraisal Review
- Preliminary Title Reports/Litigation Guarantee
- Acquisition Documents
- Correspondence
- Escrow Documents
- Recorded Deed/Right of Entry
- Utility Agreements/Payments

### CALTRANS COORDINATION

If necessary, Right of Way Certification coordination will be handled by Brenda Schimpf and Mike Lahodny. Brenda is currently providing Right of Way Program Management oversight for SBCTA. Prior to joining BRI, Brenda worked for Caltrans for 10 years in the division of Right of Way, acting as Interim Deputy District Director for Project Management at District 8, and completing her Caltrans career as the Chief of Right of Way for the North Region. Mike Lahodny worked for 35 years as the Caltrans Assistant Right of Way Chief for North and Central Regions overseeing Right of Way delivery for Districts 1, 2, 3, 9 and 10.



### CONDEMNATION SUPPORT

Although most acquisitions are settled without legal process, BRI understands condemnation proceedings and the legal issues facing both SANDAG and property owners. If a settlement cannot be reached, BRI will work with SANDAG General Counsel and outside Eminent Domain (ED) Counsel to provide the information that is needed to prepare a Resolution of Necessity package, including meetings with the Executive Director to discuss the nuances of the discussions with the property owner, and will be present at the Board hearing to answer any questions from Board members. If the acquisition involves relocation or goodwill, BRI and the appropriate subcontractor will be prepared to discuss those aspects as well. We understand, for instance, that SANDAG has not done many payments for lost goodwill in its history, and also has not done many relocations, so briefing the Board on these kinds of expenditures may be required.



PROVEN COST MANAGEMENT AND FISCAL RESPONSIBILITY

**With innovative, project-specific solutions and a propensity for listening to property owners, while genuinely trying to understand their concerns, we have effectively reduced the need for condemnation and more quickly reached settlements, saving our clients time and money.**

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

At the discretion of SANDAG, BRI can continue to work with property owners to reach a settlement once the Resolution of Necessity (RON) has been adopted, and after the lawsuit has been filed and the property owner receives notice. We find that often settlements are reached just after the owner receives notice of the RON hearing, after the RON is adopted, and after the owner receives notice that the lawsuit has been filed. Generally, these matters do not go all the way to trial. BRI will continue to monitor and report progress of all property files to the SANDAG PM as acquisition progresses, including the status of ED matters, paying special attention to when Orders of Possession are obtained that will allow for project construction. Once the ED matter is resolved, either through an Order for Possession or a Stipulated Judgement, BRI will forward the entire property file to SANDAG.

### DISPOSAL OF PROPERTY

Unless SANDAG is acquiring property in its own name, and not for NCTD, MTS, CALTRANS or another agency, disposal of excess land would be handled by the owner of the project after the property is transferred to the owning agency under the terms of VI. SANDAG PROPERTY TRANSFER RIGHT-OF-WAY SERVICES, below. If there is a case where SANDAG does have excess property to dispose of, BRI is familiar with the terms of the Excess Land Provisions of the California Government Code and can assist SANDAG as required.

### ACQUIRE ACCESS AND RIGHT OF ENTRY PERMITS

BRI has obtained hundreds of permits and/or licenses for various public agency projects including permits for vegetation removal, licenses for relocating and/or reconstructing existing facilities, environmental permitting, including Phase I and Phase II inspections, permitting for the installation of new facilities and permits for geological testing. This also includes lumping multiple projects into blanket agreements. For example, BRI included over 20 different vegetation removal projects into one blanket Right of Entry Agreement with North Coast Railroad Authority, spanning approximately 35 miles of railroad right of way. This allowed crews to work faster, in various locations, as well as significantly reducing the cost and time frame of removing the vegetation.

### SURVEY AND GIS SUPPORT

To provide SANDAG with sufficient capacity, BRI has enlisted subconsultants to provide Survey and GIS support, if necessary. Guida Surveying Inc. (Guida) and Coffman Land will jointly be responsible for the research of record maps, deeds, rights-of-way, existing utility surveys, property or LandNet surveys and other land rights documents to assist in the preparation of maps, plats, exhibits, easement descriptions or any other land title document requested by SANDAG.

### RAILROAD COORDINATION

If SANDAG's projects include coordination with the Union Pacific, Burlington Northern Santa Fe, MTS, NCTD or the California Public Utility Commission (CPUC), BRI will work with the design team, railroads and the CPUC early in the project planning phase to determine the best approach to construct the project with the least amount of disruption and at the lowest cost. The key to success is early and frequent communication with the railroads and CPUC in the planning and design process. BRI is fortunate to have worked in Southern California on rail projects of various sizes (both heavy and light rail) and Principal in Charge Chip Willett has over 20 years of experience working with right of way delivery for rail projects. To date, he has negotiated rail agreements with the BNSF, Union Pacific (UP), Metrolink, Caltrans, and the California Public Utilities Commission (CPUC), among others.



## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### SAMPLE PROJECT SCHEDULES

The schedule will be dictated by the scope of services necessary. BRI will work closely with SANDAG's Management Team to establish a detailed schedule to support any given project. Sample Right of Way schedules are provided below.

PARTIAL ACQUISITION WITHOUT RELOCATION				
PROPERTY ACQUISITION TASK	Q1 2020	Q2 2020	Q3 2020	Q4 2020
Right of Way Management				
Appraisal				
Appraisal Review				
Negotiations				
Pre-Condemnation Planning				
Escrow				
Physical Possession				

FULL ACQUISITION WITH MAJOR RELOCATION AND EMINENT DOMAIN						
PROPERTY ACQUISITION TASK	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021
Right of Way Management						
Relocation Planning						
Appraisal						
Appraisal Review						
Negotiations						
Pre-Condemnation Planning						
Relocation Assistance						
Resolution of Necessity						
Court Order of Possession						
Physical Possession						

## VI. SANDAG PROPERTY TRANSFER RIGHT-OF-WAY MANAGEMENT SERVICES

If the project is an MTS or NCTD project, all permanent property rights need to be transferred to the owning agency pursuant to the terms of the Master Memorandum of Understanding (MOU) Between the San Diego Association of Governments, the North San Diego County Transit Development Board and the Metropolitan Transit System Establishing the Form of Agreement for the Conveyance of Property, Addendum Number 5. If the project has FTA funding, a reversionary clause needs to be included in the Deed that provides for the property to revert to SANDAG if the use for which the Grant was obtained is discontinued, i.e., SANDAG needs to maintain continuing control. BRI most recently assisted in the transfer of property at the South Bay Bus Maintenance facility from SANDAG to MTS under the provisions of this MOU.

## C. PROPOSED METHOD TO ACCOMPLISH THE WORK

### IDENTIFY PROPERTIES TO TRANSFER

A cursory review of assessor's records indicates that twenty-five (25) properties in San Diego County are owned by SANDAG. BRI will also review SANDAG's property records to see if there are additional properties that have been acquired to add to this list. Once the final list is compiled, BRI will review title as shown below to make sure title is still vested in SANDAG. BRI will review the final list with SANDAG personnel to see what projects each of the properties was acquired for, and if that particular project has been completed to determine which property interests are ready to be transferred. BRI will then determine the grantees. For example, if SANDAG is transferring interests acquired for the Mid-Coast project, the grantee would be MTS.

### TITLE SEARCH AND REPORTS

BRI will perform a title search on the properties identified above to ensure the property is in SANDAG's name.

### PRIORITIZE BY POTENTIAL LIABILITY RISKS ASSOCIATED WITH PROPERTY

Based on a final list, BRI will work with SANDAG to prioritize the transfer of properties based on size/location/proximity to rail or other locational issues that would expose SANDAG to the risk of being named in a lawsuit the pertains to their ownership.

### QUITCLAIM DEEDS

At the time certain TCEs were granted, SANDAG often agreed to quitclaim the interest back to the grantor at the end of the project. Where this is the case, BRI will draft a quitclaim deed to the (current) owner of the property which will transfer all of SANDAG's right, title and interest in the TCE area. The deed will include the legal description of the area being transferred (and reference to the prior document, if recorded). BRI will seek approval of the form of the deed from the appropriate SANDAG Project Manager before submitting for signature.

### AGENCY TO AGENCY TRANSFER

BRI will draft a Grant Deed transferring all right, title and interest to the agency who will be responsible for the operation of the project. The deed will include a form for acceptance by the other agency and appropriate language regarding reversion if the project is federally funded and there are conditions subsequent to the Grant. BRI will work with SANDAG and the other agency as needed to approve the form of the deed.

Once the form of the deed has been approved, BRI will work with SANDAG staff to obtain a notarized signature by the authorized SANDAG representative. BRI will submit the notarized (and accepted, where required) deed to the San Diego County recorder's office for recording. The recorded deed will be provided to SANDAG for the project file.

### SYNCHRONIZE TRANSFER OF PROPERTY

BRI will coordinate with SANDAG and the designated transfer entity as required to make sure the Deed is recorded properly, and the transfer completed.



“WE BELIEVE THAT INVESTING IN OUR EMPLOYEES RETURNS DIVIDENDS FOR OUR CLIENTS.”

D. PROJECT ORGANIZATION AND KEY PERSONNEL >

# D. PROJECT ORGANIZATION AND KEY PERSONNEL

## I. PROJECT TEAM ORGANIZATION

As outlined below and in our organizational chart on page 34, the BRI Team is comprised of diverse and capable staff. A diverse project team gives us control, consistency and the ability to adapt quickly. For this contract, we are proposing three (3) Project Managers, capable of enlisting distinct teams for any given project. Chip Willett, who has been a project manager on all SANDAG projects under the current contract, will assist as Program Manager and may act as PM on selected projects. To further complement the BRI staff, we have also teamed with several local firms create a team that has a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting. Given our depth and project management experience, we can mobilize and de-mobilize resources efficiently in support of any project schedule. The BRI team is able to handle a large volume of projects at a single time ensuring consistency and efficiency.

Additionally, BRI recognizes the importance of continuity and understands that SANDAG will consider the entire team. No changes in the team composition will be allowed without prior written approval of SANDAG. Key personnel descriptions and availabilities are below, followed by the organizational chart. Key staff resumes and subconsultant letters of commitment are contained within the Appendix, page 224.

## KEY STAFF

### **35 % AVAILABLE** Chip Willett, California Real Estate Broker, Vice President – Principal in Charge

Chip has over 40 years of right of way related experience and an extensive understanding of all aspects of right of way project delivery. He has forged valuable relationships and an understanding of local agencies and has worked on projects in San Diego County for SANDAG, North County Transit District, San Diego Metropolitan Transit System, National City, County of San Diego, SDG&E, CALTRANS and Centre City Development Corporation, among others. With a sharp eye towards the best outcomes for both the project and the community, Chip will oversee the BRI team in providing services that will exceed SANDAG's expectations.

### **75 % AVAILABLE** Rob Woodard, SR/WA, California Real Estate Salesperson – Project Manager

A true Jack of All Trades, Rob's 30-year career has included tours through many facets of Right of Way, including stints with casino construction management, multiple heavy-hitting power utilities, and engineering companies. He has held positions such as Project Manager, Senior Manager and Business Class Lead to Federal Government Liaison for agencies such as the Bureau of Land Management. Rob's diverse career has exposed him to all aspects of the land acquisition process whether on public or privately funded projects. He has a thorough understanding of the key elements that make a project successful and he knows how to build strong relationships with key stakeholders.

### **75 % AVAILABLE** Jane Wiggans, California Real Estate Broker – Project Manager

Jane has over 40 years of right of way experience. Prior to joining BRI, Jane was the President of the Wiggans Group, Inc for 19 years, where she provided right of way and real estate consulting, specializing in the management of full-service right of way projects and right of way acquisition negotiations. Many of the projects for which she acquired right of way utilized federal and/or state funding. Jane has in-depth knowledge of the project delivery process and its inter-related functions, with the ability to guide right of way acquisition activities from project initiation through construction completion and final project closeout.

## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### **80 % AVAILABLE** Jerry Colburn, California Real Estate Broker – Project Manager

Jerry has provided management and real estate services for large-scale public and private projects for over 40 years. Jerry's background in transportation, community development, infrastructure, energy, and utilities allow him to understand the entire right of way process involved in large and small acquisition programs. Additionally, he has a commitment to infrastructure projects across the nation and participates in the International Right of Way Association both locally and on the international level. He is a past Chair for the IRWA International Transportation Committee and previously served as the IRWA's International President.

### **50 % AVAILABLE** Brett Stephens, Professional Engineer – Right of Way Liaison / Process Management

Brett has been working as the right of way liaison between SANDAG and BRI for the last six years working side-by-side with SANDAG staff in the Mid-Coast Project office. In that capacity, Brett has processed all right of way agreements prepared by BRI and signed by property owners through the SANDAG contracts and finance departments, coordinating directly with SANDAG Legal Staff, obtaining signatures and making sure timely payment was made to property owners. Through the relationships he has established with SANDAG staff and with his understanding of SANDAG's internal processes, Brett is an extremely valuable asset to the BRI team.

### **45 % AVAILABLE** Jen Cole, California Real Estate Salesperson – Acquisition Manager

Jen has extensive negotiation experience and a comprehensive knowledge base in right of way acquisition, escrow and management. She has assisted with significant transportation projects throughout Southern California for agencies such as the California Department of Transportation (Caltrans), Riverside County Transportation Commission (RCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), Union Pacific Railroad (UP), Burlington National and Santa Fe Railway Company (BNSF). Jen's ability to interface effectively with a variety of property owners and diverse real estate background help her find creative, project-specific solutions to address real estate and right of way issues.

### **70 % AVAILABLE** Adam Bursch, MAI, Vice President – Appraisal Manager

Adam has over 17 years of appraisal experience, including appraisal of vacant, agricultural, residential, commercial, and industrial properties. As the Vice President of Appraisal Services, he serves as project manager for large and small-scale appraisal projects throughout California. With Adam, you are getting an appraisal manager who genuinely enjoys the challenges of working and guiding the appraisal team, researching and solving valuation anomalies, particularly as it relates to agricultural uses. Whether it's an understanding of how dust will affect a vineyard, or a part take will affect the underground drainage systems in a field, he always approaches the issue with the understanding that we are talking about someone's livelihood.

### **85 % AVAILABLE** Guido Schenkhuisen – Title and Escrow Specialist

Guido has over 40 years of title experience, responsible for interpreting encumbrances, reviewing and annotating Preliminary Title Reports to identify and describe the impact of an encumbrance on impacted parcels. Guido has advanced knowledge of real estate law, condemnation process, probates, bankruptcy and other transactional related issues. Guido is the former Operations Manager and Chief Title Officer and Underwriter for Old Republic Title Company in Glendale, CA., and most recently a Technical Specialist at Southern California Edison (SCE).

## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### **55 % AVAILABLE** **Tony Sierra, California Real Estate Salesperson – Relocation and Property Management**

With a background of over 20 years in management, marketing and public relations, Tony has excellent interpersonal skills, is fluent in both English and Spanish, and enjoys working with residents and businesses alike. Tony has a working knowledge of both federal and state regulations relating to relocation assistance and benefits and has been involved in some very complicated and large business relocations for the High-Speed Rail Project in the Central Valley and the Marysville 5th St. Bridge Project. Additionally, Tony is the Relocation Manager for BRI's San Bernardino County Transportation Authority's On-Call Right of Way Services contract.

### **85 % AVAILABLE** **Mike Lahodny – Caltrans Coordination / Right of Way Certification**

Mike is a right of way specialist with over 46 years of experience. Prior to joining BRI, Mike worked for the California Department of Transportation (Caltrans) for 35 years in the Right of Way Division. He served as the Caltrans Assistant Right of Way Chief for North and Central Regions overseeing Right of Way delivery for Districts 1, 2, 3, 9 and 10. He has an in-depth knowledge of the legal aspects, development and administration of the Uniform Act and Right of Way process and procedures; and understands the pressing issues facing the delivery of small and large Right of Way intensive projects.

## SUBCONSULTANTS

### **Gateway Pacific Management (GPM) DBE – Project Management Support Services**

GPM is a Program/Project Management, Construction Management, and Civil Engineering Corporation originally founded in 2009. GPM is majority owned by a woman and is DBE certified through the California Department of Transportation (Caltrans). GPM has extensive experience in managing right of way acquisition for major transportation projects from scope development through acquisition and file closeout, including coordination with, and reporting to, the Federal Transit Administration. Brett Stephens, Vice President/Senior Engineer, is currently serving as the Deputy Design Manager on SANDAG's Project Management Consultant team on the Mid-Coast Corridor Transit Project. He has worked directly with SANDAG staff to ensure on-time delivery of the project right-of-way requirements for over 40 property acquisitions.

### **C2 Land, LLC (C2) DBE – Project Management Support Services**

Established in January 2015, C2 is a small company that is able to expand and contract their resources according to your needs. C2 Managers have a significant background with infrastructure projects in San Diego County and throughout Southern California, as well as an understanding of the complexities of delivering small and large-scale projects. They have extensive experience working with public agencies and continuously deal with the procedures, compressed timelines, and operating protocols that enable them to meet agency schedules and long-lead-time acquisitions.

### **Anchor Engineering DBE (Anchor) – Project Management Support Services**

Founded in 2003, Anchor is a full-service consulting and structural engineering firm. Their specialty is construction and project management and staff augmentation services for public infrastructure projects and programs throughout California. They support a broad and diverse array of planning and preconstruction, construction management and administration, and closeout/claims mitigation oversight and support. From specialized services such as scheduling and estimating for major programs to resident engineering of individual projects, Anchor can meet the needs for successful project delivery.

## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### **Santolucito Doré Group (SD Group) – Appraisal Review**

The SD Group produces defensible appraisal deliverables that allow for multi-agency reviews, approvals, and funding for budgeting, right of way acquisition, excess property disposition, and bond financing. Their professionals are also extremely knowledgeable about the eminent domain process and performed hundreds of full and partial acquisition appraisals and appraisal reviews for right of way projects for public agency clients. Furthermore, with years of project experience in San Diego County, the SD Group is very familiar with the project area and have developed an extensive database of comparable properties.

### **Desmond, Marcello & Amster (DMA) – Furniture, Fixture, Machinery, and Equipment (FFM&E), Goodwill and Business Appraisal Services**

Since 1968, DMA has provided clients in both the public and private sectors with expertise in the valuation of closely held businesses, professional practices, and tangible and intangible assets, such as fixtures and equipment, and goodwill. DMA's Goodwill Valuation Department consists of eight appraisers. This multi-disciplinary capability enables them to address complex valuation issues involving both appraisal disciplines. DMA has the capability and flexibility to adjust to projects ranging from emergency turnaround status to extremely complex in nature.

### **Hodges Lacey & Associates (HLA) – Furniture, Fixture, Machinery, and Equipment (FFM&E) Appraisal Services**

HLA is dedicated to the appraisal of fixtures, machinery and equipment, primarily for the purpose of property acquisition by public agencies throughout California, Nevada and Oregon and beyond. HLA has developed extensive expertise in appraising business assets within the context of eminent domain law, particularly, improvements pertaining to the realty, providing defensible appraisals in a timely, cost efficient manner for both small and large projects.

### **Donna Desmond Associates (DDA) – Goodwill and Business Appraisal Services**

DDA works closely with condemning agencies and private parties to provide comprehensive, well researched and defensible goodwill loss appraisals, completing thousands of appraisal assignments for both public agencies and private parties throughout the State of California. Since 1987, DDA has prepared in excess of 1,000 goodwill loss appraisals. Additionally, they have qualified as an expert in goodwill loss and business damages in federal district court and in California superior courts in Los Angeles, Orange, Riverside, San Bernardino and San Diego counties in Southern California.

### **Jones, Roach & Caringella, Inc. (JRC) – Specialty Appraisal Services**

JRC is a real estate appraisal and consulting firm that has been offering real estate solutions for over 25 years. Their spectrum of services includes valuation, consultation, litigation support, and recognized expert testimony with an emphasis on Southern California real estate. Their specific and comprehensive involvement with the local markets enables expert treatment of relevant market forces and local, regional, and national land use regulations affecting property value.

### **Keramida Inc. DBE – Environmental Support Services**

Keramida Inc. is a WBE-certified woman-owned environmental engineering and consulting firm that serves industries, businesses, cities, and governments worldwide. The firm employs over 100 technical experts and support personnel and they lead the industry with groundbreaking research, innovative solutions, and a focus on sustainability that is incorporated throughout their approach.

## D. PROJECT ORGANIZATION AND KEY PERSONNEL

They provide strategy and implementation services in: Sustainability, Green House Gases, Energy, Environmental Compliance, Remediation, Environmental Due Diligence, Brownfield Redevelopment, Plant Decommissioning, Health & Safety, Training, Risk Management, and ISO Management Systems.

### **Rincon Consultants (Rincon) – Environmental Support Services**

Rincon was founded in 1994 and has grown to be a leading environmental consulting firm throughout California. Staffed with certified urban planners, noise and air quality experts, LEED Accredited Professionals, professional geologists, a certified engineering geologist, a doctor of environmental engineering, wildlife biologists, certified wetland specialists, botanists, paleontologists, archaeologists, and visual information specialists, they are able to take on projects of varying size and complexity. Rincon provides regulatory compliance and permitting as it pertains to these areas of expertise. We stress direct participation of our principals in all projects and take pride in providing high-quality service in an efficient, cost-effective manner.

### **Coffman Land DBE – Survey and GIS Support**

Coffman Land was created to provide exemplary support for engineering, construction, litigation and property boundary matters. They have built a reputation based on solid experience and backed by a professional systematic approach to each and every project scope. The combination of innovation, tradition and effective communication while ensuring efficient and on-time performance has proven to be successful for past projects and clients. As a certified Disabled Veteran Owned Business Enterprise, Coffman Land will put client satisfaction and product quality at the highest priorities.

### **Guida Surveying Inc. (Guida) – Survey and GIS Support**

Guida is a multi-disciplined land surveying firm that has provided project-based and on-call geomatics services throughout Southern California since 1995. Guida utilizes a blend of traditional methodologies with new and innovative technologies for the creation and delivery of the best and most accurate work products possible to the clients. They are constantly looking for new ways to utilize new equipment and software to help solve complex survey challenges and to save their clients time and money.

### **Commonwealth Land Title (Commonwealth) – Title and Escrow Services**

Commonwealth's commitment to quality service and focus on customer satisfaction has allowed them to provide a broad spectrum of title and escrow solutions. With 17 years in the government agency, utility and right of way industry, and 83 title professionals in their local Orange County and Los Angeles offices alone, their team is grounded in all facets of real-estate transactions and will handle all title and escrow needs. They are currently working with various City and County agencies throughout Southern California on projects ranging from street widening and easement relocations to infill, grade separations, large freeway expansions and powerline transmission projects.



# ORGANIZATIONAL TEAM CHART

- KEY BRI STAFF
- OTHER BRI STAFF
- SUBCONSULTANTS
- PROJECT MANAGEMENT SUPPORT



## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### 2. PROJECT EXPERIENCE

BRI has completed numerous projects in Southern California and is currently under contract working on projects varying in complexity from the West of Devers Transmission Upgrade and Valley South Subtransmission Projects in Riverside and San Bernardino Counties, Mid-Coast Corridor Transit and Bayshore Bikeway projects in the City of San Diego to the Mountain Avenue / Holt Boulevard Widening Project in the City of Ontario to and the Metro Gold Line Foothill Extension Project in San Bernardino County.

In addition to SANDAG, BRI is also providing as-needed right of way services for nearby communities for clients including the City and County of San Diego, City of Encinitas, North County Transit District, San Bernardino County Transportation Authority, City of Riverside, Riverside County Transportation Commission, California Department of Finance, City of Irvine, City of Moreno Valley, City of Highland and the Southern California Gas Company.

With many former Agency and Caltrans employees on BRI's staff, we are also very experienced with federal standards. We bring the best of two worlds: An understanding of federal requirements, with the ability to work fluidly and efficiently while maintaining a mutual respect for the project. As this solicitation pertains to projects with federal funding, BRI will meet all additional federal process and reporting requirements and will provide services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and Caltrans, as required.

We have summarized the services provided for the following projects to highlight similar services required by SANDAG, followed by corresponding representative projects.

PROJECT	PROJECT MANAGEMENT	RIGHT OF WAY CERTIFICATION	APPRAISAL SUPPORT	ACQUISITION SUPPORT	TITLE & ESCROW SUPPORT	RELOCATION SUPPORT	CONDEMNATION SUPPORT	PROPERTY MANAGEMENT	UTILITY RELOCATION
City of Ontario Mountain Holt / Grove Holt Boulevard Intersection Widening Projects	X	X	X	X	X	X	X		
Metro Gold Line Foothill Extension Project	X		X	X	X	X	X	X	
San Diego Association of Governments Mid-Coast Corridor Transit Project	X	X	X	X	X	X	X		X
Southern California Edison West of Devers Electrical System Upgrade Project	X		X	X	X		X	X	
City of Calexico Cesar Chavez Boulevard Improvement Project	X	X	X	X	X	X	X		
Southern California Edison Valley South Subtransmission Project	X		X	X	X		X		X
City of Santee / Dokken Engineering Prospect Avenue Widening Project	X		X	X	X	X	X	X	X

## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### PROJECT OVERVIEW



#### AGENCY

##### San Diego Association of Governments (SANDAG)

401 B Street, Suite 800,  
San Diego, CA 92101

Gregory Gastelum, P.E.,  
Principal Engineer

Greg.Gastelum@  
sandag.org

(619) 772-0724



#### CONTRACT DETAILS

##### County

San Diego

##### Dates of Service

2010 - Present



#### CONTRACT VALUE

\$2.3 Million



#### SERVICES PROVIDED

- ROW Planning/  
Estimating
- ROW Budgeting
- Appraisal
- Acquisition
- Relocation
- Condemnation  
Support



#### OUTCOME

On time delivery of all  
necessary right of way

### MID-COAST CORRIDOR TRANSIT PROJECT

BRI provides On-Call right of way services as needed. BRI currently has 7 project task orders open with SANDAG, the largest of which is for the Mid-Coast Corridor Transit Project, which is an 11-mile extension of the existing San Diego Trolley from north of the Old Town Transit Center to University City. This is the largest infrastructure project in Southern California currently. BRI's responsibilities for this project include program management of the right of way function, liaison with Railroad(s), utility liability determination, liaison with FTA and preparation and review of Technical Reports, right of way project management, real estate appraisals, review appraisals, full and partial acquisitions and relocation services.

This project demonstrates BRI's ability to coordinate across multiple project disciplines. The Mid-Coast Corridor project is one the few Construction Management and General Contract (CM/GC) projects in California. Additionally, this project affects an urban area with some of the highest real estate values in the San Diego Region. Correspondingly, some of the property owners affected are very well-known developers and investors, typically with legal counsel on retainer. BRI's collaborative approach to engaging with property owner's representatives to share information and address questions and concerns set the stage for negotiated settlements. Participation on this project has enhanced the opportunities to work with multiple agencies in the Region, and BRI's consistent engagement in this project effort helped maintain continuity despite turnover in City government.



## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### PROJECT OVERVIEW



#### AGENCY

**Parsons Transportation Group / The City of Ontario**

525 B Street, Suite 1600,  
San Diego CA 92101

Daniel Wagner, Project  
Manager

Daniel.wagner@  
parsons.com

(619) 515-5102



#### CONTRACT DETAILS

##### County

San Bernardino

##### Dates of Service

2016 - Present



#### CONTRACT VALUE

\$230,000



#### SERVICES PROVIDED

- ROW Planning/  
Estimating
- ROW Budgeting
- Appraisal
- Acquisition
- Relocation
- Condemnation  
Support



#### OUTCOME

On time delivery of all  
necessary right of way

## MOUNTAIN AVENUE AND HOLT BOULEVARD INTERSECTION WIDENING PROJECT

The improvements to take place at this intersection include adding a right-turn lane to westbound Holt Boulevard, a right-turn lane to eastbound Holt Boulevard, adding an additional lane on Northbound Mountain Avenue, and adding an additional lane to southbound Mountain Avenue. BRI is providing right of way project management, appraisals, acquisition, and condemnation support. Chip Willett serves as BRI's Project Manager as a subcontractor to Parsons, Inc. His responsibilities include design review, project management, appraisal and acquisition services, and liaison with the City Council.

One of the most interesting aspects to this project was evaluating the frontage impacts to improved commercial properties. The line defining private and public ownership is inconsistent in this area. Some properties are subject to irrevocable offers of dedication (IODs) while others are not. In some cases, even though the City hadn't accepted the IODs, the assessor had previously redrawn the parcel boundaries to exclude the IOD areas. The BRI valuation team identified this as an issue and worked with the design engineer to clarify property boundaries and corresponding project mapping which set the stage for efficient execution of the valuation process. The key to managing this project is a management plan that includes a well-defined scope, cost, schedule, quality, risk, and change control processes and procedures.



# D. PROJECT ORGANIZATION AND KEY PERSONNEL

## PROJECT OVERVIEW



### AGENCY

**San Diego Association of Governments (SANDAG)**

401 B Street, Suite 800,  
San Diego, CA 92101

Emilio Rodriguez, PE  
SANDAG Project  
Manager

emilio.rodriguez@  
sandag.org

(619) 699-6984



### CONTRACT DETAILS

#### County

San Diego

#### Dates of Service

2015 - Present



### CONTRACT VALUE

\$180,500



### SERVICES PROVIDED

- ROW Planning/  
Estimating
- ROW Budgeting
- Appraisal
- Acquisition
- Condemnation  
Support



### OUTCOME

On time delivery of all  
necessary right of way

## INLAND RAIL TRAIL PROJECT

The Inland Rail Trail Project is a proposed 21-mile Class I bike way through the cities of Oceanside, Vista, San Marcos, and Escondido, as well as a portion of the unincorporated County of San Diego, generally within the railroad right of way. Completion of this project and other similar Class I bike ways will help create an interconnected regional bike network. The project is a being constructed within an existing rail corridor and involves acquisition of small strips and temporary construction easements from 57 parcels. The project is currently under construction.



BRI provided turnkey right of way services, including appraisal and appraisal review, for approximately sixty properties affected by the project. The rights required were generally small strips along the railroad in the back yards of residential properties and temporary easements for access and construction. One of the challenges of this project was obtaining subordinations or consents from properties with loans. In some cases, lenders wanted all or a portion of the compensation due to the property owners and took considerable time to provide the documents needed. This was mitigated, as much as possible, by including a possession clause in the purchase and sale agreement.



## D. PROJECT ORGANIZATION AND KEY PERSONNEL

### PROJECT OVERVIEW



#### AGENCY

##### Southern California Edison Company (SCE)

2 Innovation Way (PIV2),  
3rd Floor, Pomona, CA  
91768-2560

Liz Webb, Project  
Manager

Elizabeth.Webb@sce.com  
(626) 818-2956



#### CONTRACT DETAILS

##### County

San Bernardino, Riverside

##### Dates of Service

2016 - Present



#### CONTRACT VALUE

\$2 Million



#### SERVICES PROVIDED

- ROW Planning/  
Estimating
- ROW Budgeting
- Appraisal
- Acquisition
- Condemnation  
Support



#### OUTCOME

On time delivery of all  
necessary right of way

## WEST OF DEVERS ELECTRICAL SYSTEM UPGRADE PROJECT

This project will replace and upgrade existing electrical infrastructure within the existing electric transmission right of way. BRI was retained to provide right of way services in San Bernardino and Riverside Counties. BRI's scope is to appraise and acquire 150 to 175 "serials" required to build/ maintain the project from public agencies/private property owners. Serials are defined as permanent easements, temporary easements, or permits. BRI was responsible for review of project mapping, including but not limited to KMZ files which show the project footprint overlaid on Google Earth, GIS mapping of individual serials and parcels, plats and legal descriptions, including QA/ QC to ensure that final plats/legals matched actual project requirements.

BRI also worked directly with the client to define the priorities for the seven project segments and staffed the project accordingly to ensure that the highest priority segments were delivered in the order specified by the client. These acceleration and project management techniques provided the foundation for delivery of approximately 110 appraisals in just 3 months. The depth of knowledge of our appraisal and acquisition staff has provided the foundation for SCE to obtain all rights needed for 150+ properties within 13 months of notice to proceed. More recently, given BRI's successful efforts on the right of way portion of the project, BRI's scope of work has been amended to include construction support services.





“TEAMWORK IS THE  
ABILITY TO WORK  
TOGETHER TOWARD A  
COMMON VISION.”

**E. SUBCONSULTANT LIST >**

## M. STATEMENT OF IMPARTIALITY AND DISCLOSURES

Whereas BRI may provide services for third party agencies, BRI will maintain that staff providing services for SANDAG will not engage in services for a third-party agency. If the services being provided to both agencies conflict, BRI will immediately notify SANDAG for resolution to the conflict.





October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Gateway Pacific Management, Inc. is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

Project Management Support Services

We look forward to working with you and the other team members.

The undersigned certifies that she is authorized to obligate Gateway Pacific Management, Inc.

Regards,

A handwritten signature in blue ink that reads "Traci Stephens".

Traci Stephens  
President  
1209 Loring Street  
San Diego, CA 92109  
(916) 798-8629  
traci.stephens@gpmcivil.com



**C2 Land, LLC**  
1475 Avenida La Posta  
Encinitas, CA 92024  
Tel: (760) 815-2103

---

October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

C2 Land, LLC is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

*General Right of Way Management Services*

We look forward to working with you and the other team members.

The undersigned certifies that she is authorized to obligate C2 Land, LLC.

Regards,

A handwritten signature in black ink that reads 'Cynthia Colburn'.

Cynthia Colburn, SR/WA  
President  
1475 Avenida La Posta  
Encinitas, CA 92024  
760-815-2103



October 17, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

**Dear Ms. Yeh,**

AnchorCM is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:  
Scheduling and right of way engineering support.

We look forward to working with you and the other team members.

The undersigned certifies that he is authorized to obligate AnchorCM.

Regards,

Christopher Coles, P.E., CCM  
President  
3685 Mt. Diablo Blvd, Suite 345, Lafayette, CA 94549  
Phone: (510) 393-5112  
Fax: (925) 385-0424

**Construction and Project Management • Inspection • Staff Augmentation**

**3685 Mt. Diablo Blvd, Suite 345 Lafayette, CA 94549 • P (925) 385-0950 • F (925) 385-0424 • [www.anchorcm.com](http://www.anchorcm.com)**



October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Santolucito Doré Group, Inc. is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

Appraisal Reviews

We look forward to working with you and the other team members.

The undersigned certifies that she is authorized to obligate Santolucito Doré Group, Inc.

Regards,

A handwritten signature in blue ink that reads 'Christine Santolucito'.

Christine Santolucito  
President  
christie@sdgroupinc.com



*Desmond, Marcello & Amster, LLC  
Valuation and Litigation Consultants*

**6060 Center Drive, Suite 825  
Los Angeles, CA 90045**

**1161 Mission Street, 1<sup>st</sup> Floor  
San Francisco, CA 94103**

**www.dmavalue.com**

**Tel: (310) 216-1400  
Fax: (310) 216-0800  
Toll Free: (888) 240-5184**

October 10, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Desmond, Marcello & Amster, LLC is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

*Loss of Goodwill Appraisal Services*

*Furniture, Fixture, Machinery & Equipment (FFM&E) Appraisal Services*

We look forward to working with you and the other team members.

The undersigned certifies that she is authorized to obligate Desmond, Marcello & Amster, LLC.

Regards,

A handwritten signature in black ink, appearing to read 'Madeleine'.

Madeleine Mamaux, ASA, CFA  
Partner  
6060 Center Dr, Ste 825, Los Angeles, CA 90045  
424-207-5884  
310-216-0800



**HODGES LACEY & ASSOCIATES**  
Machinery, Fixtures & Equipment Appraisals

P.O. Box 1870  
Thousand Oaks, CA  
91360

October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Hodges Lacey & Associates is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

**FIXTURES, MACHINERY & EQUIPMENT APPRAISALS**

We look forward to working with you and the other team members.

The undersigned certifies that he is authorized to obligate Hodges Lacey & Associates.

Regards,

A handwritten signature in black ink, appearing to read 'R. Hodges', written in a cursive style.

Richard Hodges, ASA  
Partner  
P.O. Box 1870  
Thousand Oaks, CA 91360  
Phone: 310-528-0608  
Fax: 800-934-8092



Donna Desmond  
ASSOCIATES

265 S. Beverly Glen Blvd., Los Angeles, CA 90024  
(310) 475-1114 • ddesmond@donnadesmond.com

October 25, 2019

Janet Yeh  
San Diego Association of Governments  
401 B. Street, Suite 800  
San Diego, CA 92101

**RE: Letter of Commitment: San Diego Association of Governments,  
RFP 5003270 On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Donna Desmond Associates is pleased to be a part of the Bender Rosenthal team for the above referenced opportunity. We are committed to your team as a sub-consultant partner. We understand our commitment to this project is to provide Goodwill Loss Appraisal Services in support of the contract scope of work.

Donna Desmond Associates intends to provide services in accordance with SANDAG's regulations and the contract, as agreed to by the parties in a Subconsultant agreement and contingent upon award of the contract with Bender Rosenthal.

If you have any questions, please do not hesitate to contact me at (310) 475-1114 or ddesmond@donnadesmond.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donna Desmond', followed by a long horizontal line extending to the right.

Donna Desmond, ASA  
President  
(310) 475-1114  
ddesmond@donnadesmond.com

ALISON E. ROACH  
ERIC C. SCHNEIDER, MAI, SRA, AI-GRS  
BENJAMIN F. KUNKEL, MAI

**JONES, ROACH & CARINGELLA, INC.**  
REAL ESTATE VALUATION CONSULTANTS  
10920 VIA FRONTERA, SUITE 440  
SAN DIEGO, CALIFORNIA 92127  
(858) 565-2400 FAX: (858) 565-4916  
www.jrcvaluation.com

ROBERT P. CARINGELLA, MAI, SRA, AI-GRS  
ROBERT N. JONES, MAI (RETIRED)  
STEPHEN D. ROACH, MAI, SRA, AI-GRS

October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Jones, Roach & Caringella, Inc., is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

Real Estate Appraisal  
Environmental Land Mitigation

We look forward to working with you and the other team members. The undersigned certifies that he is authorized to obligate Jones, Roach & Caringella, Inc.

Regards,



Robert P. Caringella, MAI, SRA, AI-GRS  
Vice President





October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services

Dear Ms. Yeh,

KERAMIDA ENVIRONMENTAL, INC. dba KERAMIDA Inc. is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

Environmental Due Diligence, Investigation, & Mitigation Services

We look forward to working with you and the other team members.

The undersigned certifies that Mack Overton is authorized to obligate KERAMIDA ENVIRONMENTAL, INC.

Regards,

Name: Mack Overton  
Title: Vice President, EHS Services  
Address: 401 North College Avenue, Indianapolis, Indiana 46202  
Phone: (317)685-6600, ext. 151  
Fax: (317)685-6610



Rincon Consultants, Inc.

9320 Chesapeake Drive  
Suite 218  
San Diego, California 92123

760 918 9444 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

October 16, 2019  
Project Number 19-08619  
Attn: Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, California 92101

**Subject: Proposal – SANDAG - Appraisal Services and General Right-of-Way Management Services**

Dear Ms. Yeh:

**Rincon Consultants, Inc. (Rincon)** is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

Rincon will provide the following specific services:

- Phase I Environmental Site Assessment

We look forward to working with you and the other team members.

The undersigned certifies that they are authorized to obligate Rincon Consultants, Inc.

Thank you for considering Rincon for this assignment. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,  
**Rincon Consultants, Inc.**

Julie Welch Marshall  
Senior Project Manager  
Phone: 760 918-9444 x 212  
Email: [jmarshall@rinconconsultants.com](mailto:jmarshall@rinconconsultants.com)

*Contact for Clarification*

Torin R. Snyder, PG, CHG, ToR QSD/P, CPSS  
Principal  
Phone: 760-918-9444 x219  
Email: [tsnyder@rinconconsultants.com](mailto:tsnyder@rinconconsultants.com)

*Authorized to contractually obligate and negotiate on behalf of Rincon Consultants, Inc.*

# COFFMAN LAND

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Coffman Land Consulting, Inc. is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

Land Surveying  
Acquisition Support

We look forward to working with you and the other team members.

The undersigned certifies that he is authorized to obligate Coffman Land Consulting, Inc.

Regards,



Richard J. Coffman  
President  
P.O. Box 2497  
Julian, CA 92036  
Phone: (760) 520-4340

A Certified Disabled Veteran Business Enterprise  
P.O. Box 2497, Julian, CA 92036



October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Guida Surveying, Inc. is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

Land Surveying Services

We look forward to working with you and the other team members.

The undersigned certifies that he is authorized to obligate Guida Surveying, Inc.

Regards,

A handwritten signature in blue ink, appearing to read "BM", is placed over a light blue circular stamp.

Bernie McNally, PLS  
Executive Vice President  
9241 Irvine Boulevard, Suite 100, Irvine, CA 92618  
Phone: 949-777-2000  
Fax: 949-777-2050

---

SAN DIEGO OFFICE | 380 State PI, Escondido, CA 92029  
OFFICE (760) 624-8432 | TOLL FREE 855-90GUIDA  
WWW.GUIDAINC.COM



October 25, 2019

Janet Yeh  
Contract Administrator  
San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

**RE: Subconsultant Letter of Commitment  
San Diego Association of Governments (SANDAG)  
On-Call Appraisal and General Right-of-Way Management Services**

Dear Ms. Yeh,

Commonwealth Land Title Company is committed to working with the Bender Rosenthal Inc. team to provide On-Call Appraisal and General Right-of-Way Management Services (Solicitation Number: 5003270) for the San Diego Association of Governments (SANDAG).

We will provide the following specific services:

*Full Title and Escrow Services per the Scope*

We look forward to working with you and the other team members.

The undersigned certifies that he is authorized to obligate Commonwealth Land Title Company.

Regards,

A handwritten signature in blue ink, appearing to read "Griffin Wayne", is written over a light blue circular watermark.

Griffin Wayne  
Vice President  
4100 Newport Place Dr. #120  
714-749-0036 Direct  
949-258-5590 fax

**EXHIBIT B**  
**CONTRACTOR'S COST/PRICING FORM**

## RATE SCHEDULE

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: S803270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Price Consultant: Bender Rosenthal Inc.  
 Date: 10/20/2019  
 Page: 1 of 12

**BILLING RATE TABLE - STAFF RATES**

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Willett, Ward 'Chip'	Right-of-Way Manager	Senior Project Manager	41.00	263.43	1/1/2020	12/31/2020	0%
				263.43	1/1/2021	12/31/2021	0%
				268.52	1/1/2022	12/31/2022	2.5%
				273.73	1/1/2023	12/31/2023	2.5%
				279.07	1/1/2024	12/31/2024	2.5%
				294.55	1/1/2025	12/31/2025	2.5%
Aldall, Jeff	Sr Right of Way Agent	Sr Right of Way Agent	15.00	155.56	1/1/2020	12/31/2020	0%
				155.56	1/1/2021	12/31/2021	0%
				159.45	1/1/2022	12/31/2022	2.5%
				163.44	1/1/2023	12/31/2023	2.5%
				167.52	1/1/2024	12/31/2024	2.5%
				171.71	1/1/2025	12/31/2025	2.5%
Arnold, Suzann	Right of Way Agent	Right of Way Agent	12.00	107.70	1/1/2020	12/31/2020	0%
				107.70	1/1/2021	12/31/2021	0%
				110.39	1/1/2022	12/31/2022	2.5%
				113.15	1/1/2023	12/31/2023	2.5%
				115.98	1/1/2024	12/31/2024	2.5%
				118.88	1/1/2025	12/31/2025	2.5%
Bogott, Jeremy	Senior Appraiser	Designated Appraiser	14.00	123.25	1/1/2020	12/31/2020	0%
				123.25	1/1/2021	12/31/2021	0%
				126.33	1/1/2022	12/31/2022	2.5%
				129.49	1/1/2023	12/31/2023	2.5%
				132.73	1/1/2024	12/31/2024	2.5%
				136.04	1/1/2025	12/31/2025	2.5%
Sarajas, Kathrina	Project Coordinator	Project Coordinator	10.00	71.80	1/1/2020	12/31/2020	0%
				71.80	1/1/2021	12/31/2021	0%
				73.60	1/1/2022	12/31/2022	2.5%
				75.43	1/1/2023	12/31/2023	2.5%
				77.32	1/1/2024	12/31/2024	2.5%
				79.25	1/1/2025	12/31/2025	2.5%
Bell, Aly	Project Coordinator	Project Coordinator	9.00	74.19	1/1/2020	12/31/2020	0%
				74.19	1/1/2021	12/31/2021	0%
				76.04	1/1/2022	12/31/2022	2.5%
				77.95	1/1/2023	12/31/2023	2.5%
				79.88	1/1/2024	12/31/2024	2.5%
				81.89	1/1/2025	12/31/2025	2.5%

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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Besso, Lisa	Research Assistant	Researcher	15.00	78.98	1/1/2020	12/31/2020	0%
				78.98	1/1/2021	12/31/2021	0%
				80.95	1/1/2022	12/31/2022	2.5%
				82.98	1/1/2023	12/31/2023	2.5%
				85.05	1/1/2024	12/31/2024	2.5%
				87.18	1/1/2025	12/31/2025	2.5%
Bond, Shayne	Right of Way Agent	Right of Way Agent	8.00	95.73	1/1/2020	12/31/2020	0%
				95.73	1/1/2021	12/31/2021	0%
				98.12	1/1/2022	12/31/2022	2.5%
				100.58	1/1/2023	12/31/2023	2.5%
				103.09	1/1/2024	12/31/2024	2.5%
				105.67	1/1/2025	12/31/2025	2.5%
Bowers, Mindy	Technical Support	Administrative Support	5.00	43.08	1/1/2020	12/31/2020	0%
				43.08	1/1/2021	12/31/2021	0%
				44.16	1/1/2022	12/31/2022	2.5%
				45.26	1/1/2023	12/31/2023	2.5%
				46.39	1/1/2024	12/31/2024	2.5%
				47.55	1/1/2025	12/31/2025	2.5%
Brown, Kaileigh	Research Assistant	Researcher	5.00	64.62	1/1/2020	12/31/2020	0%
				64.62	1/1/2021	12/31/2021	0%
				66.24	1/1/2022	12/31/2022	2.5%
				67.89	1/1/2023	12/31/2023	2.5%
				69.59	1/1/2024	12/31/2024	2.5%
				71.33	1/1/2025	12/31/2025	2.5%
Bursch, Adam	Senior Appraiser	Designated Appraiser	17.00	230.11	1/1/2020	12/31/2020	0%
				230.11	1/1/2021	12/31/2021	0%
				235.86	1/1/2022	12/31/2022	2.5%
				241.76	1/1/2023	12/31/2023	2.5%
				247.80	1/1/2024	12/31/2024	2.5%
				254.00	1/1/2025	12/31/2025	2.5%
Calabrese, Jared	Senior Appraiser	Designated Appraiser	20.00	149.58	1/1/2020	12/31/2020	0%
				149.58	1/1/2021	12/31/2021	0%
				153.32	1/1/2022	12/31/2022	2.5%
				157.15	1/1/2023	12/31/2023	2.5%
				161.08	1/1/2024	12/31/2024	2.5%
				165.11	1/1/2025	12/31/2025	2.5%



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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Campbell, Ross	Associate Appraiser	Appraiser	8.00	116.22	1/1/2020	12/31/2020	0%
				116.22	1/1/2021	12/31/2021	0%
				119.13	1/1/2022	12/31/2022	2.5%
				122.10	1/1/2023	12/31/2023	2.5%
				125.16	1/1/2024	12/31/2024	2.5%
				128.29	1/1/2025	12/31/2025	2.5%
Clarke, Christopher Shaye	Right of Way Agent	Right of Way Agent	4.00	105.30	1/1/2020	12/31/2020	0%
				105.30	1/1/2021	12/31/2021	0%
				107.93	1/1/2022	12/31/2022	2.5%
				110.63	1/1/2023	12/31/2023	2.5%
				113.40	1/1/2024	12/31/2024	2.5%
				116.23	1/1/2025	12/31/2025	2.5%
Cline, Elizabeth Betsey	Project Coordinator	Project Coordinator	6.00	71.80	1/1/2020	12/31/2020	0%
				71.80	1/1/2021	12/31/2021	0%
				73.60	1/1/2022	12/31/2022	2.5%
				75.43	1/1/2023	12/31/2023	2.5%
				77.32	1/1/2024	12/31/2024	2.5%
				79.25	1/1/2025	12/31/2025	2.5%
Cole, Jen	Sr Right of Way Agent	Sr Right of Way Agent	16.00	113.08	1/1/2020	12/31/2020	0%
				113.08	1/1/2021	12/31/2021	0%
				115.91	1/1/2022	12/31/2022	2.5%
				118.80	1/1/2023	12/31/2023	2.5%
				121.77	1/1/2024	12/31/2024	2.5%
				124.82	1/1/2025	12/31/2025	2.5%
Corey Ballentyne, Alysia	Research Assistant	Researcher	6.00	62.23	1/1/2020	12/31/2020	0%
				62.23	1/1/2021	12/31/2021	0%
				63.79	1/1/2022	12/31/2022	2.5%
				65.38	1/1/2023	12/31/2023	2.5%
				67.01	1/1/2024	12/31/2024	2.5%
				68.69	1/1/2025	12/31/2025	2.5%
Cornell, Nicole	Project Coordinator	Project Coordinator	9.00	123.25	1/1/2020	12/31/2020	0%
				123.25	1/1/2021	12/31/2021	0%
				126.33	1/1/2022	12/31/2022	2.5%
				129.49	1/1/2023	12/31/2023	2.5%
				132.73	1/1/2024	12/31/2024	2.5%
				136.04	1/1/2025	12/31/2025	2.5%

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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Eastham, Katie	Admin Services Mnger	Project Controller	28.00	179.50	1/1/2020	12/31/2020	0%
				179.50	1/1/2021	12/31/2021	0%
				183.99	1/1/2022	12/31/2022	2.5%
				188.59	1/1/2023	12/31/2023	2.5%
				193.30	1/1/2024	12/31/2024	2.5%
				198.13	1/1/2025	12/31/2025	2.5%
Furr, Evan	Research Assistant	Researcher	2.00	50.26	1/1/2020	12/31/2020	0%
				50.26	1/1/2021	12/31/2021	0%
				51.52	1/1/2022	12/31/2022	2.5%
				52.80	1/1/2023	12/31/2023	2.5%
				54.12	1/1/2024	12/31/2024	2.5%
				55.48	1/1/2025	12/31/2025	2.5%
Green, Rebekah	Project Coordinator	Project Coordinator	19.00	138.93	1/1/2020	12/31/2020	0%
				138.93	1/1/2021	12/31/2021	0%
				142.40	1/1/2022	12/31/2022	2.5%
				145.96	1/1/2023	12/31/2023	2.5%
				149.61	1/1/2024	12/31/2024	2.5%
				153.35	1/1/2025	12/31/2025	2.5%
Hagstedt, Stacie	Research Assistant	Researcher	6.00	71.80	1/1/2020	12/31/2020	0%
				71.80	1/1/2021	12/31/2021	0%
				73.60	1/1/2022	12/31/2022	2.5%
				75.43	1/1/2023	12/31/2023	2.5%
				77.32	1/1/2024	12/31/2024	2.5%
				79.25	1/1/2025	12/31/2025	2.5%
Hargrove, Margo	Technical Support	Administrative Support	25.00	55.05	1/1/2020	12/31/2020	0%
				55.05	1/1/2021	12/31/2021	0%
				56.43	1/1/2022	12/31/2022	2.5%
				57.84	1/1/2023	12/31/2023	2.5%
				59.28	1/1/2024	12/31/2024	2.5%
				60.76	1/1/2025	12/31/2025	2.5%
Hawkins, Gaby	Project Coordinator	Project Coordinator	5.00	71.80	1/1/2020	12/31/2020	0%
				71.80	1/1/2021	12/31/2021	0%
				73.60	1/1/2022	12/31/2022	2.5%
				75.43	1/1/2023	12/31/2023	2.5%
				77.32	1/1/2024	12/31/2024	2.5%
				79.25	1/1/2025	12/31/2025	2.5%

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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Houghton, Dave	Associate Appraiser	Appraiser	18.00	149.58	1/1/2020	12/31/2020	0%
				149.58	1/1/2021	12/31/2021	0%
				153.32	1/1/2022	12/31/2022	2.5%
				157.15	1/1/2023	12/31/2023	2.5%
				161.08	1/1/2024	12/31/2024	2.5%
				165.11	1/1/2025	12/31/2025	2.5%
Hutton, Rebecca	Technical Support	Land Agent	4.00	55.05	1/1/2020	12/31/2020	0%
				55.05	1/1/2021	12/31/2021	0%
				56.43	1/1/2022	12/31/2022	2.5%
				57.84	1/1/2023	12/31/2023	2.5%
				59.28	1/1/2024	12/31/2024	2.5%
				60.76	1/1/2025	12/31/2025	2.5%
King, Dustin	Research Assistant	Researcher	1.00	57.44	1/1/2020	12/31/2020	0%
				57.44	1/1/2021	12/31/2021	0%
				58.88	1/1/2022	12/31/2022	2.5%
				60.35	1/1/2023	12/31/2023	2.5%
				61.86	1/1/2024	12/31/2024	2.5%
				63.40	1/1/2025	12/31/2025	2.5%
Kobills, Justin	Senior Appraiser	Designated Appraiser MAI	18.00	126.84	1/1/2020	12/31/2020	0%
				126.84	1/1/2021	12/31/2021	0%
				130.01	1/1/2022	12/31/2022	2.5%
				133.26	1/1/2023	12/31/2023	2.5%
				136.59	1/1/2024	12/31/2024	2.5%
				140.01	1/1/2025	12/31/2025	2.5%
Lahodny, Mike	Associate Appraiser	Appraiser	46.00	162.02	1/1/2020	12/31/2020	0%
				162.02	1/1/2021	12/31/2021	0%
				166.07	1/1/2022	12/31/2022	2.5%
				170.22	1/1/2023	12/31/2023	2.5%
				174.48	1/1/2024	12/31/2024	2.5%
				178.84	1/1/2025	12/31/2025	2.5%
Leonard, Tom	Associate Appraiser	Appraiser	20.00	95.73	1/1/2020	12/31/2020	0%
				95.73	1/1/2021	12/31/2021	0%
				98.12	1/1/2022	12/31/2022	2.5%
				100.58	1/1/2023	12/31/2023	2.5%
				103.09	1/1/2024	12/31/2024	2.5%
				105.67	1/1/2025	12/31/2025	2.5%

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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
McDonald, Conner	Senior Acquisition Agent	Senior Acquisition Agent	16.00	112.48	1/1/2020	12/31/2020	0%
				112.48	1/1/2021	12/31/2021	0%
				115.29	1/1/2022	12/31/2022	2.5%
				118.17	1/1/2023	12/31/2023	2.5%
				121.13	1/1/2024	12/31/2024	2.5%
			124.16	1/1/2025	12/31/2025	2.5%	
McGrew, Fred	Research Assistant	Researcher	6.00	62.23	1/1/2020	12/31/2020	0%
				62.23	1/1/2021	12/31/2021	0%
				63.79	1/1/2022	12/31/2022	2.5%
				65.38	1/1/2023	12/31/2023	2.5%
				67.01	1/1/2024	12/31/2024	2.5%
			68.69	1/1/2025	12/31/2025	2.5%	
Minor, Ettore	Technical Support	Land Agent	30.00	172.32	1/1/2020	12/31/2020	0%
				172.32	1/1/2021	12/31/2021	0%
				176.63	1/1/2022	12/31/2022	2.5%
				181.04	1/1/2023	12/31/2023	2.5%
				185.57	1/1/2024	12/31/2024	2.5%
			190.21	1/1/2025	12/31/2025	2.5%	
Mulholland, Joesph	Associate Appraiser	Appraiser	12.00	88.55	1/1/2020	12/31/2020	0%
				88.55	1/1/2021	12/31/2021	0%
				90.76	1/1/2022	12/31/2022	2.5%
				93.03	1/1/2023	12/31/2023	2.5%
				95.36	1/1/2024	12/31/2024	2.5%
			97.74	1/1/2025	12/31/2025	2.5%	
Naqvi, Najm Saher	Research Assistant	Researcher	2.00	50.26	1/1/2020	12/31/2020	0%
				50.26	1/1/2021	12/31/2021	0%
				51.52	1/1/2022	12/31/2022	2.5%
				52.80	1/1/2023	12/31/2023	2.5%
				54.12	1/1/2024	12/31/2024	2.5%
			55.48	1/1/2025	12/31/2025	2.5%	
Neal, Deryl	Senior Right of Way Agent	Senior Right of Way Agent	28.00	181.89	1/1/2020	12/31/2020	0%
				181.89	1/1/2021	12/31/2021	0%
				186.44	1/1/2022	12/31/2022	2.5%
				191.10	1/1/2023	12/31/2023	2.5%
				195.88	1/1/2024	12/31/2024	2.5%
			200.77	1/1/2025	12/31/2025	2.5%	

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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Neal, Tanita	Techincal Support	ROW Tech	35.00	181.89	1/1/2020	12/31/2020	0%
				181.89	1/1/2021	12/31/2021	0%
				186.44	1/1/2022	12/31/2022	2.5%
				191.10	1/1/2023	12/31/2023	2.5%
				195.88	1/1/2024	12/31/2024	2.5%
				200.77	1/1/2025	12/31/2025	2.5%
Newel, Justin	Technical Support	Land Agent	8.00	95.73	1/1/2020	12/31/2020	0%
				95.73	1/1/2021	12/31/2021	0%
				98.12	1/1/2022	12/31/2022	2.5%
				100.58	1/1/2023	12/31/2023	2.5%
				103.09	1/1/2024	12/31/2024	2.5%
				105.67	1/1/2025	12/31/2025	2.5%
Paredas-Mora, Jose	Technical Support	Land Agent	2.00	59.83	1/1/2020	12/31/2020	0%
				59.83	1/1/2021	12/31/2021	0%
				61.33	1/1/2022	12/31/2022	2.5%
				62.86	1/1/2023	12/31/2023	2.5%
				64.43	1/1/2024	12/31/2024	2.5%
				66.04	1/1/2025	12/31/2025	2.5%
Parrott, Angela	Associate Appraiser	Appraiser	22.00	114.88	1/1/2020	12/31/2020	0%
				114.88	1/1/2021	12/31/2021	0%
				117.75	1/1/2022	12/31/2022	2.5%
				120.70	1/1/2023	12/31/2023	2.5%
				123.71	1/1/2024	12/31/2024	2.5%
				126.81	1/1/2025	12/31/2025	2.5%
Rotz, Jeannette	Sr Right of Way Agent	Sr Right of Way Agent	17.00	136.42	1/1/2020	12/31/2020	0%
				136.42	1/1/2021	12/31/2021	0%
				139.83	1/1/2022	12/31/2022	2.5%
				143.33	1/1/2023	12/31/2023	2.5%
				146.91	1/1/2024	12/31/2024	2.5%
				150.58	1/1/2025	12/31/2025	2.5%
Schenkhuizen, Guido	Project Coordinator	Project Coordinator	42.00	119.66	1/1/2020	12/31/2020	0%
				119.66	1/1/2021	12/31/2021	0%
				122.65	1/1/2022	12/31/2022	2.5%
				125.72	1/1/2023	12/31/2023	2.5%
				128.86	1/1/2024	12/31/2024	2.5%
				132.08	1/1/2025	12/31/2025	2.5%

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Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Sellery, Dan	Research Assistant	Researcher	4.00	64.62	1/1/2020	12/31/2020	0%
				64.62	1/1/2021	12/31/2021	0%
				66.24	1/1/2022	12/31/2022	2.5%
				67.89	1/1/2023	12/31/2023	2.5%
				69.59	1/1/2024	12/31/2024	2.5%
				71.33	1/1/2025	12/31/2025	2.5%
Sierra, Jose Tony	Sr Right of Way Agent	Sr Right of Way Agent	25.00	131.63	1/1/2020	12/31/2020	0%
	Property Manager	Property Manager		131.63	1/1/2021	12/31/2021	0%
				134.92	1/1/2022	12/31/2022	2.5%
				138.29	1/1/2023	12/31/2023	2.5%
				141.75	1/1/2024	12/31/2024	2.5%
				145.29	1/1/2025	12/31/2025	2.5%
Smith, Carol	Technical Support	Administrative Support	10.00	47.87	1/1/2020	12/31/2020	0%
				47.87	1/1/2021	12/31/2021	0%
				49.07	1/1/2022	12/31/2022	2.5%
				50.29	1/1/2023	12/31/2023	2.5%
				51.55	1/1/2024	12/31/2024	2.5%
				52.84	1/1/2025	12/31/2025	2.5%
Smith, Lee	Sr Right of Way Agent	Sr Right of Way Agent	32.00	155.56	1/1/2020	12/31/2020	0%
				155.56	1/1/2021	12/31/2021	0%
				159.45	1/1/2022	12/31/2022	2.5%
				163.44	1/1/2023	12/31/2023	2.5%
				167.52	1/1/2024	12/31/2024	2.5%
				171.71	1/1/2025	12/31/2025	2.5%
Smith, Lucas	Technical Support	Land Agent	12.00	118.47	1/1/2020	12/31/2020	0%
				118.47	1/1/2021	12/31/2021	0%
				121.43	1/1/2022	12/31/2022	2.5%
				124.47	1/1/2023	12/31/2023	2.5%
				127.58	1/1/2024	12/31/2024	2.5%
				130.77	1/1/2025	12/31/2025	2.5%
Sparks, Teri	Technical Support	Administrative Support	21.00	63.42	1/1/2020	12/31/2020	0%
				63.42	1/1/2021	12/31/2021	0%
				65.01	1/1/2022	12/31/2022	2.5%
				66.63	1/1/2023	12/31/2023	2.5%
				68.30	1/1/2024	12/31/2024	2.5%
				70.00	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal Inc.  
 Date: 10/20/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Springer, Ellen	Technical Support	Land Agent	6.00	76.58	1/1/2020	12/31/2020	0%
				76.58	1/1/2021	12/31/2021	0%
				78.49	1/1/2022	12/31/2022	2.5%
				80.46	1/1/2023	12/31/2023	2.5%
				82.47	1/1/2024	12/31/2024	2.5%
				84.53	1/1/2025	12/31/2025	2.5%
Storz, Ryan	Technical Support	Land Agent	3.00	57.44	1/1/2020	12/31/2020	0%
				57.44	1/1/2021	12/31/2021	0%
				58.88	1/1/2022	12/31/2022	2.5%
				60.35	1/1/2023	12/31/2023	2.5%
				61.86	1/1/2024	12/31/2024	2.5%
				63.40	1/1/2025	12/31/2025	2.5%
Vera, Dolores	Project Coordinator	Project Coordinator	6.00	95.73	1/1/2020	12/31/2020	0%
				95.73	1/1/2021	12/31/2021	0%
				98.12	1/1/2022	12/31/2022	2.5%
				100.58	1/1/2023	12/31/2023	2.5%
				103.09	1/1/2024	12/31/2024	2.5%
				105.67	1/1/2025	12/31/2025	2.5%
Wiggans, Jane	Right-of-Way Manager	Project Manager	41.00	179.50	1/1/2020	12/31/2020	0%
				179.50	1/1/2021	12/31/2021	0%
				183.99	1/1/2022	12/31/2022	2.5%
				188.59	1/1/2023	12/31/2023	2.5%
				193.30	1/1/2024	12/31/2024	2.5%
				198.13	1/1/2025	12/31/2025	2.5%
Williams, Tristina	Technical Support	Administrative Support	12.00	64.42	1/1/2020	12/31/2020	0%
				64.42	1/1/2021	12/31/2021	0%
				66.03	1/1/2022	12/31/2022	2.5%
				67.68	1/1/2023	12/31/2023	2.5%
				69.37	1/1/2024	12/31/2024	2.5%
				71.11	1/1/2025	12/31/2025	2.5%
Woodard, Robert	Right-of Way Manager	Project Manager	33.00	186.68	1/1/2020	12/31/2020	0%
				186.68	1/1/2021	12/31/2021	0%
				191.35	1/1/2022	12/31/2022	2.5%
				196.13	1/1/2023	12/31/2023	2.5%
				201.03	1/1/2024	12/31/2024	2.5%
				206.06	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Woodward, Amy	Associate Appraiser	Appraiser	22.00	114.88	1/1/2020	12/31/2020	0%
				114.88	1/1/2021	12/31/2021	0%
				117.75	1/1/2022	12/31/2022	2.5%
				120.70	1/1/2023	12/31/2023	2.5%
				123.71	1/1/2024	12/31/2024	2.5%
				126.81	1/1/2025	12/31/2025	2.5%
Zapata, Joe	Sr Right of Way Agent	Sr Right of Way Agent	18.00	100.52	1/1/2020	12/31/2020	0%
				100.52	1/1/2021	12/31/2021	0%
				103.03	1/1/2022	12/31/2022	2.5%
				105.61	1/1/2023	12/31/2023	2.5%
				108.25	1/1/2024	12/31/2024	2.5%
				110.96	1/1/2025	12/31/2025	2.5%
Zeichick, Micky	Sr Right of Way Agent	Sr Right of Way Agent	30.00	129.76	1/1/2020	12/31/2020	0%
				129.76	1/1/2021	12/31/2021	0%
				133.00	1/1/2022	12/31/2022	2.5%
				136.33	1/1/2023	12/31/2023	2.5%
				139.74	1/1/2024	12/31/2024	2.5%
				143.23	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%



SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Anchor CM  
 Date: 10/23/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Christopher Coles	Office Manager	President	34.00	229.36	1/1/2020	12/31/2020	0%
				229.36	1/1/2021	12/31/2021	0%
				235.09	1/1/2022	12/31/2022	2.5%
				240.97	1/1/2023	12/31/2023	2.5%
				247.00	1/1/2024	12/31/2024	2.5%
				253.17	1/1/2025	12/31/2025	2.5%
Dan Shultz	Technical Support	Scheduler, Estimator	21.00	188.33	1/1/2020	12/31/2020	0%
				188.33	1/1/2021	12/31/2021	0%
				193.04	1/1/2022	12/31/2022	2.5%
				197.86	1/1/2023	12/31/2023	2.5%
				202.81	1/1/2024	12/31/2024	2.5%
				207.88	1/1/2025	12/31/2025	2.5%
Clint Pittman	Technical Support	Construction Manager	16.00	156.64	1/1/2020	12/31/2020	0%
				156.64	1/1/2021	12/31/2021	0%
				160.56	1/1/2022	12/31/2022	2.5%
				164.57	1/1/2023	12/31/2023	2.5%
				168.68	1/1/2024	12/31/2024	2.5%
				172.90	1/1/2025	12/31/2025	2.5%
Cecilia Gamboa	Technical Support	Project Engineer	4.00	119.51	1/1/2020	12/31/2020	0%
				119.51	1/1/2021	12/31/2021	0%
				122.50	1/1/2022	12/31/2022	2.5%
				125.56	1/1/2023	12/31/2023	2.5%
				128.70	1/1/2024	12/31/2024	2.5%
				131.92	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: C2 Land, LLC  
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**BILLING RATE TABLE - STAFF RATES**

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Jerry Colburn	Sr. Right of Way Agent	Program Manager	41.00	200.00	1/1/2020	12/31/2020	0%
				206.00	1/1/2021	12/31/2021	0%
				211.15	1/1/2022	12/31/2022	2.5%
				216.43	1/1/2023	12/31/2023	2.5%
				221.84	1/1/2024	12/31/2024	2.5%
				227.39	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Coffman Land Consulting, Inc.  
 Date: 10/16/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Richard Coffman	Office Manager	Department Manager	15.00	180.00	1/1/2020	12/31/2020	0%
				180.00	1/1/2021	12/31/2021	0%
				184.50	1/1/2022	12/31/2022	2.5%
				189.11	1/1/2023	12/31/2023	2.5%
				193.84	1/1/2024	12/31/2024	2.5%
				198.69	1/1/2025	12/31/2025	2.5%
Bruce Bonde	Technical Support	Crew Chief	33.00	165.00	1/1/2020	12/31/2020	0%
				165.00	1/1/2021	12/31/2021	0%
				169.13	1/1/2022	12/31/2022	2.5%
				173.35	1/1/2023	12/31/2023	2.5%
				177.69	1/1/2024	12/31/2024	2.5%
				182.13	1/1/2025	12/31/2025	2.5%
TBD	Research Assistant	Sr. CAD Technican		115.00	1/1/2020	12/31/2020	0%
				115.00	1/1/2021	12/31/2021	0%
				117.88	1/1/2022	12/31/2022	2.5%
				120.82	1/1/2023	12/31/2023	2.5%
				123.84	1/1/2024	12/31/2024	2.5%
				126.94	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	Data Analyst		140.00	1/1/2020	12/31/2020	0%
				140.00	1/1/2021	12/31/2021	0%
				143.50	1/1/2022	12/31/2022	2.5%
				147.09	1/1/2023	12/31/2023	2.5%
				150.76	1/1/2024	12/31/2024	2.5%
				154.53	1/1/2025	12/31/2025	2.5%
Tricia Krueger	Project Coordinator	Project Coordinator	10.00	105.00	1/1/2020	12/31/2020	0%
				105.00	1/1/2021	12/31/2021	0%
				107.63	1/1/2022	12/31/2022	2.5%
				110.32	1/1/2023	12/31/2023	2.5%
				113.07	1/1/2024	12/31/2024	2.5%
				115.90	1/1/2025	12/31/2025	2.5%
TBD	Project Coordinator	Contract Assistant		55.00	1/1/2020	12/31/2020	0%
				55.00	1/1/2021	12/31/2021	0%
				56.38	1/1/2022	12/31/2022	2.5%
				57.78	1/1/2023	12/31/2023	2.5%
				59.23	1/1/2024	12/31/2024	2.5%
				60.71	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
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Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Coffman Land Consulting, Inc.  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
TBD	Technical Support	Field Technician		55.00	1/1/2020	12/31/2020	0%
				55.00	1/1/2021	12/31/2021	0%
				56.38	1/1/2022	12/31/2022	2.5%
				57.78	1/1/2023	12/31/2023	2.5%
				59.23	1/1/2024	12/31/2024	2.5%
				60.71	1/1/2025	12/31/2025	2.5%
TBD	Research Assistant	CAD Technician		95.00	1/1/2020	12/31/2020	0%
				95.00	1/1/2021	12/31/2021	0%
				97.38	1/1/2022	12/31/2022	2.5%
				99.81	1/1/2023	12/31/2023	2.5%
				102.30	1/1/2024	12/31/2024	2.5%
				104.86	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
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Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Donna Desmond Associates  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Donna Desmond	Appraiser	Appraiser	28.00	400.00	1/1/2020	12/31/2020	0%
				400.00	1/1/2021	12/31/2021	0%
				410.00	1/1/2022	12/31/2022	2.5%
				420.25	1/1/2023	12/31/2023	2.5%
				430.76	1/1/2024	12/31/2024	2.5%
				441.53	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Gateway Pacific Management, Inc.  
 Date: 10/13/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Brett Stephens	Project Coordinator	Senior Engineer/Project Manager	12.00	198.30	1/1/2020	12/31/2020	0%
				198.30	1/1/2021	12/31/2021	0%
				203.26	1/1/2022	12/31/2022	2.5%
				208.34	1/1/2023	12/31/2023	2.5%
				213.55	1/1/2024	12/31/2024	2.5%
				218.89	1/1/2025	12/31/2025	2.5%
Traci Stephens	Office Manager	President	12.00	198.30	1/1/2020	12/31/2020	0%
				198.30	1/1/2021	12/31/2021	0%
				203.26	1/1/2022	12/31/2022	2.5%
				208.34	1/1/2023	12/31/2023	2.5%
				213.55	1/1/2024	12/31/2024	2.5%
				218.89	1/1/2025	12/31/2025	2.5%
Casey Meredith	Project Coordinator	Senior Engineer/Project Manager	12.00	168.61	1/1/2020	12/31/2020	0%
				168.61	1/1/2021	12/31/2021	0%
				172.83	1/1/2022	12/31/2022	2.5%
				177.15	1/1/2023	12/31/2023	2.5%
				181.57	1/1/2024	12/31/2024	2.5%
				186.11	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Guida Surveying, Inc.  
 Date: 10/25/2019  
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BILLING RATE TABLE - STAFF RATES Surveying Team members

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Lisa Spivak	Technical Support	Survey Manager	29	257.46	1/1/2020	12/31/2020	0%
				257.46	1/1/2021	12/31/2021	0%
				263.89	1/1/2022	12/31/2022	2.5%
				270.49	1/1/2023	12/31/2023	2.5%
				277.25	1/1/2024	12/31/2024	2.5%
				284.18	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	Project Surveyor	10+	194.01	1/1/2020	12/31/2020	0%
				194.01	1/1/2021	12/31/2021	0%
				198.86	1/1/2022	12/31/2022	2.5%
				203.84	1/1/2023	12/31/2023	2.5%
				208.93	1/1/2024	12/31/2024	2.5%
				214.15	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	Survey Analyst	5+	132.58	1/1/2020	12/31/2020	0%
				132.58	1/1/2021	12/31/2021	0%
				135.89	1/1/2022	12/31/2022	2.5%
				139.29	1/1/2023	12/31/2023	2.5%
				142.77	1/1/2024	12/31/2024	2.5%
				146.34	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	Survey Technician	1-5	103.47	1/1/2020	12/31/2020	0%
				103.47	1/1/2021	12/31/2021	0%
				106.06	1/1/2022	12/31/2022	2.5%
				108.71	1/1/2023	12/31/2023	2.5%
				111.43	1/1/2024	12/31/2024	2.5%
				114.22	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	PLS Party Chief	10+	174.32	1/1/2020	12/31/2020	0%
				174.32	1/1/2021	12/31/2021	0%
				178.68	1/1/2022	12/31/2022	2.5%
				183.15	1/1/2023	12/31/2023	2.5%
				187.72	1/1/2024	12/31/2024	2.5%
				192.42	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	Party Chief	5+	165.43	1/1/2020	12/31/2020	0%
				165.43	1/1/2021	12/31/2021	0%
				169.56	1/1/2022	12/31/2022	2.5%
				173.80	1/1/2023	12/31/2023	2.5%
				178.15	1/1/2024	12/31/2024	2.5%
				182.60	1/1/2025	12/31/2025	2.5%
TBD	Technical Support	Chainman	3+	155.47	1/1/2020	12/31/2020	0%
				155.47	1/1/2021	12/31/2021	0%
				159.36	1/1/2022	12/31/2022	2.5%
				163.34	1/1/2023	12/31/2023	2.5%
				167.42	1/1/2024	12/31/2024	2.5%
				171.61	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Jones Roach & Caringella, Inc.  
 Date: 10/25/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Robert Caringella	Senior Appraiser	Designated Appraiser	32.00	325.00	1/1/2020	12/31/2020	0%
				325.00	1/1/2021	12/31/2021	0%
				333.13	1/1/2022	12/31/2022	2.5%
				341.45	1/1/2023	12/31/2023	2.5%
				349.99	1/1/2024	12/31/2024	2.5%
				358.74	1/1/2025	12/31/2025	2.5%
Stephen Roach	Senior Appraiser	Designated Appraiser	40.00	325.00	1/1/2020	12/31/2020	0%
				325.00	1/1/2021	12/31/2021	0%
				333.13	1/1/2022	12/31/2022	2.5%
				341.45	1/1/2023	12/31/2023	2.5%
				349.99	1/1/2024	12/31/2024	2.5%
				358.74	1/1/2025	12/31/2025	2.5%
Eric Schneider	Senior Appraiser	Designated Appraiser		225.00	1/1/2020	12/31/2020	0%
				225.00	1/1/2021	12/31/2021	0%
				230.63	1/1/2022	12/31/2022	2.5%
				236.39	1/1/2023	12/31/2023	2.5%
				242.30	1/1/2024	12/31/2024	2.5%
				248.36	1/1/2025	12/31/2025	2.5%
Allison Roach	Appraiser	Appraiser		225.00	1/1/2020	12/31/2020	0%
				225.00	1/1/2021	12/31/2021	0%
				230.63	1/1/2022	12/31/2022	2.5%
				236.39	1/1/2023	12/31/2023	2.5%
				242.30	1/1/2024	12/31/2024	2.5%
				248.36	1/1/2025	12/31/2025	2.5%
Benjamin Kunkel	Senior Appraiser	Designated Appraiser		225.00	1/1/2020	12/31/2020	0%
				225.00	1/1/2021	12/31/2021	0%
				230.63	1/1/2022	12/31/2022	2.5%
				236.39	1/1/2023	12/31/2023	2.5%
				242.30	1/1/2024	12/31/2024	2.5%
				248.36	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%



SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Keramida, Inc.  
 Date: 10/23/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Vasiliki Keramida, Ph.D, PE	Technical Support	Principa-In-Charge	30	250.00	1/1/2020	12/31/2020	0%
				250.00	1/1/2021	12/31/2021	0%
				256.25	1/1/2022	12/31/2022	2.5%
				262.66	1/1/2023	12/31/2023	2.5%
				269.22	1/1/2024	12/31/2024	2.5%
				275.95	1/1/2025	12/31/2025	2.5%
Kristen Belcredi, PE, CHMM Mack Overton William O'Braitis, CEG, PG Pamela Griesemer	Technical Support	Senior Project Manager	25	170.00	1/1/2020	12/31/2020	0%
				170.00	1/1/2021	12/31/2021	0%
				174.25	1/1/2022	12/31/2022	2.5%
				178.61	1/1/2023	12/31/2023	2.5%
				183.07	1/1/2024	12/31/2024	2.5%
				187.65	1/1/2025	12/31/2025	2.5%
Mike Devir, P.E. Brian Harrington Bill Pickard, CPG Albert Chung, Ph.D, PE Steve Cobb	Technical Support	Senior Engineer / Scientist	26	150.00	1/1/2020	12/31/2020	0%
				150.00	1/1/2021	12/31/2021	0%
				153.75	1/1/2022	12/31/2022	2.5%
				157.59	1/1/2023	12/31/2023	2.5%
				161.53	1/1/2024	12/31/2024	2.5%
				165.57	1/1/2025	12/31/2025	2.5%
Jodie Crandell Ron Hayes Sara Guss	Technical Support	Project Manager	30	140.00	1/1/2020	12/31/2020	0%
				140.00	1/1/2021	12/31/2021	0%
				143.50	1/1/2022	12/31/2022	2.5%
				147.09	1/1/2023	12/31/2023	2.5%
				150.76	1/1/2024	12/31/2024	2.5%
				154.53	1/1/2025	12/31/2025	2.5%
Chris Klinkhamer, Ph.D. Jeff Rehtin Dan Engling Wesley Fleming Danielle Rigali	Technical Support	Project Engineer	9	120.00	1/1/2020	12/31/2020	0%
				120.00	1/1/2021	12/31/2021	0%
				123.00	1/1/2022	12/31/2022	2.5%
				126.08	1/1/2023	12/31/2023	2.5%
				129.23	1/1/2024	12/31/2024	2.5%
				132.46	1/1/2025	12/31/2025	2.5%
Diana Ludwig Ty Giddens Xuqing Xiong	Associate Appraiser	Project Scientist	30	100.00	1/1/2020	12/31/2020	0%
				100.00	1/1/2021	12/31/2021	0%
				102.50	1/1/2022	12/31/2022	2.5%
				105.06	1/1/2023	12/31/2023	2.5%
				107.69	1/1/2024	12/31/2024	2.5%
				110.38	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Keramida, Inc.  
 Date: 10/23/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Jake Less	Technical Support	Staff Engineer / Scientist	2.00	85.00	1/1/2020	12/31/2020	0%
Kelly Hansen			4.00	85.00	1/1/2021	12/31/2021	0%
Nora Jang			1.00	87.13	1/1/2022	12/31/2022	2.5%
Chelsea Conduitt			3.00	89.30	1/1/2023	12/31/2023	2.5%
Nathaniel Cullen			3.00	91.54	1/1/2024	12/31/2024	2.5%
				93.82	1/1/2025	12/31/2025	2.5%
Name	Research Assistant	Technician / Clerical		70.00	1/1/2020	12/31/2020	0%
Susan Grady			25.00	70.00	1/1/2021	12/31/2021	0%
Jan Ellis			15.00	71.75	1/1/2022	12/31/2022	2.5%
Jay Nickel			2.00	73.54	1/1/2023	12/31/2023	2.5%
Rowan Mitton			2.00	75.38	1/1/2024	12/31/2024	2.5%
				77.27	1/1/2025	12/31/2025	2.5%
Ann Reiter	Technical Support	Inspector / Administrative Assistant	20.00	60.00	1/1/2020	12/31/2020	0%
Julie Baker			25.00	60.00	1/1/2021	12/31/2021	0%
Lindsey Popken			1.00	61.50	1/1/2022	12/31/2022	2.5%
				63.04	1/1/2023	12/31/2023	2.5%
				64.61	1/1/2024	12/31/2024	2.5%
				66.23	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	0%
				0.00	1/1/2023	12/31/2023	0%
				0.00	1/1/2024	12/31/2024	0%
				0.00	1/1/2025	12/31/2025	0%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Rincon  
 Date: 10/23/2019  
 Page: 1 of 2

BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Walt Hamann	Technical Support	Rincon/Principal II	35	240.00	1/1/2020	12/31/2020	0%
				240.00	1/1/2021	12/31/2021	0%
				246.00	1/1/2022	12/31/2022	2.5%
				252.15	1/1/2023	12/31/2023	2.5%
				258.45	1/1/2024	12/31/2024	2.5%
				264.92	1/1/2025	12/31/2025	2.5%
Torin Snyder	Technical Support	Rincon/Director I	20	220.00	1/1/2020	12/31/2020	0%
				220.00	1/1/2021	12/31/2021	0%
				225.50	1/1/2022	12/31/2022	2.5%
				231.14	1/1/2023	12/31/2023	2.5%
				236.92	1/1/2024	12/31/2024	2.5%
				242.84	1/1/2025	12/31/2025	2.5%
Julie Marshall	Technical Support	Rincon/Supervisor 1	24	195.00	1/1/2020	12/31/2020	0%
				195.00	1/1/2021	12/31/2021	0%
				199.88	1/1/2022	12/31/2022	2.5%
				204.87	1/1/2023	12/31/2023	2.5%
				209.99	1/1/2024	12/31/2024	2.5%
				215.24	1/1/2025	12/31/2025	2.5%
Lisa Bestard	Technical Support	Rincon/Senior Professional II	19	175.00	1/1/2020	12/31/2020	0%
				175.00	1/1/2021	12/31/2021	0%
				179.38	1/1/2022	12/31/2022	2.5%
				183.86	1/1/2023	12/31/2023	2.5%
				188.46	1/1/2024	12/31/2024	2.5%
				193.17	1/1/2025	12/31/2025	2.5%
Meghan Hearne	Technical Support	Rincon/Professional IV	15	145.00	1/1/2020	12/31/2020	0%
				145.00	1/1/2021	12/31/2021	0%
				148.63	1/1/2022	12/31/2022	2.5%
				152.34	1/1/2023	12/31/2023	2.5%
				156.15	1/1/2024	12/31/2024	2.5%
				160.05	1/1/2025	12/31/2025	2.5%
Alexis White	Technical Support	Rincon/Professional IV	15	145.00	1/1/2020	12/31/2020	0%
				145.00	1/1/2021	12/31/2021	0%
				148.63	1/1/2022	12/31/2022	2.5%
				152.34	1/1/2023	12/31/2023	2.5%
				156.15	1/1/2024	12/31/2024	2.5%
				160.05	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Rincon  
 Date: 10/23/2019  
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BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Savanna Vrevich	Technical Support	Rincon/Professional II	5.00	115.00	1/1/2020	12/31/2020	0%
				115.00	1/1/2021	12/31/2021	0%
				117.88	1/1/2022	12/31/2022	2.5%
				120.82	1/1/2023	12/31/2023	2.5%
				123.84	1/1/2024	12/31/2024	2.5%
				126.94	1/1/2025	12/31/2025	2.5%
Amanda Duval	Technical Support	Rincon/Professional I	1.00	105.00	1/1/2020	12/31/2020	0%
				105.00	1/1/2021	12/31/2021	0%
				107.63	1/1/2022	12/31/2022	2.5%
				110.32	1/1/2023	12/31/2023	2.5%
				113.07	1/1/2024	12/31/2024	2.5%
				115.90	1/1/2025	12/31/2025	2.5%
Lauren Roenicke	Technical Support	Rincon/Professional III	6.00	130.00	1/1/2020	12/31/2020	0%
				130.00	1/1/2021	12/31/2021	0%
				133.25	1/1/2022	12/31/2022	2.5%
				136.58	1/1/2023	12/31/2023	2.5%
				140.00	1/1/2024	12/31/2024	2.5%
				143.50	1/1/2025	12/31/2025	2.5%
Allison Valencia	Technical Support	Rincon/CAD Specialist I		112.00	1/1/2020	12/31/2020	0%
				112.00	1/1/2021	12/31/2021	0%
				114.80	1/1/2022	12/31/2022	2.5%
				117.67	1/1/2023	12/31/2023	2.5%
				120.61	1/1/2024	12/31/2024	2.5%
				123.63	1/1/2025	12/31/2025	2.5%
Samanatha Sustal	Technical Support	Rincon/Clerical Administrative Assistant		75.00	1/1/2020	12/31/2020	0%
				75.00	1/1/2021	12/31/2021	0%
				76.88	1/1/2022	12/31/2022	2.5%
				78.80	1/1/2023	12/31/2023	2.5%
				80.77	1/1/2024	12/31/2024	2.5%
				82.79	1/1/2025	12/31/2025	2.5%
				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

RFP NO.: 5003270  
 PROJECT: On-Call Appraisal and General Right-of-Way Management Services

Prime Consultant: Bender Rosenthal, Inc.  
 Subconsultant: Santolucito Dore Group, Inc.  
 Date: 10/23/2019  
 Page: 1 of 1

BILLING RATE TABLE - STAFF RATES

Name	Contract Classification/Title	Company Classification/Title	Year of Experience	Loaded Hourly Billing Rate	Effective Date of Hourly Rate		Escalation Increase %
					From	To	
Christine S. Santolucito, R/W-AC* <i>* for Valuation &amp; Consultation</i>	Principal Appraiser/Senior Appraiser	President	13.00	250.00	1/1/2020	12/31/2020	0%
				250.00	1/1/2021	12/31/2021	0%
				256.25	1/1/2022	12/31/2022	2.5%
				262.66	1/1/2023	12/31/2023	2.5%
				269.22	1/1/2024	12/31/2024	2.5%
				275.95	1/1/2025	12/31/2025	2.5%
Christine S. Santolucito, R/W-AC* <i>* for Litigation support/depositions/court appearances</i>	Principal Appraiser/Senior Appraiser	President	13.00	350.00	1/1/2020	12/31/2020	0%
				350.00	1/1/2021	12/31/2021	0%
				358.75	1/1/2022	12/31/2022	2.5%
				367.72	1/1/2023	12/31/2023	2.5%
				376.91	1/1/2024	12/31/2024	2.5%
				386.33	1/1/2025	12/31/2025	2.5%
Lance W. Doré, MAI, FRICS* <i>* for Valuation &amp; Consultation</i>	Senior Appraiser	Vice President	36.00	350.00	1/1/2020	12/31/2020	0%
				350.00	1/1/2021	12/31/2021	0%
				358.75	1/1/2022	12/31/2022	2.5%
				367.72	1/1/2023	12/31/2023	2.5%
				376.91	1/1/2024	12/31/2024	2.5%
				386.33	1/1/2025	12/31/2025	2.5%
Lance W. Doré, MAI, FRICS* <i>* for Litigation support/depositions/court appearances</i>	Senior Appraiser	Vice President	36.00	450.00	1/1/2020	12/31/2020	0%
				450.00	1/1/2021	12/31/2021	0%
				461.25	1/1/2022	12/31/2022	2.5%
				472.78	1/1/2023	12/31/2023	2.5%
				484.60	1/1/2024	12/31/2024	2.5%
				496.72	1/1/2025	12/31/2025	2.5%
Michele Grimaldo	Research Assistant	Office Manager	12.00	75.00	1/1/2020	12/31/2020	0%
				75.00	1/1/2021	12/31/2021	0%
				76.88	1/1/2022	12/31/2022	2.5%
				78.80	1/1/2023	12/31/2023	2.5%
				80.77	1/1/2024	12/31/2024	2.5%
				82.79	1/1/2025	12/31/2025	2.5%
Name				0.00	1/1/2020	12/31/2020	0%
				0.00	1/1/2021	12/31/2021	0%
				0.00	1/1/2022	12/31/2022	2.5%
				0.00	1/1/2023	12/31/2023	2.5%
				0.00	1/1/2024	12/31/2024	2.5%
				0.00	1/1/2025	12/31/2025	2.5%

## G. DETAILED COST PROPOSAL



## Title Report Fees

### Property Type

SFR's	\$500-\$550
Commercial/Industrial	\$600-\$750
Utility Owned	\$750-\$1,000
Municipal: City, County, State, Federal	\$700-\$1,500
Rail Road	\$1,500 - \$2,000

\* One free update of the title report is provided within 12 months from the time of order. From 13-24 months the cost is \$350 and anything beyond 24 months could require a new search. Plotted Easements are an additional \$65.00. Please allow extra time to process these.

Title Reports will contain the most current vesting deed and copies of any and all applicable underlying schedule B documents including tax and other assessment information, any and all easements and rights of way, any and all deeds, restrictions, covenants, UCC financing statements affecting property and any pending legal activity, lawsuits and bankruptcy filings of record.

Our standard fees listed above include up to 3 contiguous parcel numbers with same ownership for SFR and Commercial/Industrial properties located in Southern California. Products will be distributed in soft copy format. Additional fees could be added for "Special Handling" or when significant "Hard Costs" on a local basis is required. Properties requiring additional time and increased price are but not limited to Rail Road, Utility Owned, City, County, State, Federal, BLM or any other Government owned property. The above pricing are estimated ranges.

**EXHIBIT C**  
**STANDARD AGREEMENT, INCLUDING STANDARD CONDITIONS**

**7.1. INDEPENDENT CONTRACTOR**

Contractor hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent contractor and not as an employee of MTS. Contractor has and hereby retains full control of all the employment, compensation, and discharge of all employees of Contractor assisting in its performance hereunder. Contractor shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. MTS shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Contractor is solely responsible for determining the means and methods of performing the services described in the scope of work. Contractor shall perform the work contemplated with resources available within its own organization.

**7.2. INSURANCE**

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

MTS utilizes the services of a third-party insurance monitoring company. As a condition of contract award, Contractor shall submit any required insurance policies to the third-party monitoring company of MTS' choosing.

**7.3. COVERAGE REQUIRED - ALL CONTRACTS****(1) Liability**

- (a) Commercial General Liability At all times during this contract and, with respect to Products and Completed Operations Liability, for twelve (12) months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear.

- (b) Automobile Liability At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.



- (c) Workers' Compensation/Employer Liability At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

#### 7.4. **ADDITIONAL COVERAGES REQUIRED (AS INDICATED)**

- (1) Owner-Provided Builder's Risk  
PROVIDED

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS' contractor for design, and MTS' contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

- (2) Railroad Protective or Equivalent  
REQUIRED

Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted. Option: purchase separate Railroad Protective Liability Policy as required.

- (3) Professional Liability  
REQUIRED

At all times during this contract, and for twelve (12) months following acceptance of work by owner, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

- (4) Pollution Legal Liability  
REQUIRED

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

- (5) Contractor Equipment  
REQUIRED

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

- (6) Installation Floater

REQUIRED

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

(7) Garage Keeper's Legal Liability & Automobile Portion  
REQUIRED

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving a MTS vehicle, which results in a third party claim of physical damage or bodily injury.

(8) Crime Fidelity Insurance  
REQUIRED

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

(9) Umbrella or Excess Liability (if required to meet liability limits above)  
REQUIRED

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

(10) Primary and Non-Contributory Insurance  
REQUIRED

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

**7.5. MINIMUM POLICY LIMITS REQUIRED**

	<u>Limits</u>
Commercial General Liability (Per Occurrence):	<u>\$2,000,000</u>
(General Aggregate)	<u>\$4,000,000</u>
(Completed Operations & Products Aggregate)	<u>\$2,000,000</u>
Automobile Liability: (Combined Single Limit)	<u>\$2,000,000</u>
Worker's Compensation:	<u>Statutory Limits</u>
Employer's Liability per Accident/or Disease:	<u>\$1,000,000</u>

Additional Coverages (as indicated under Section B, Additional Coverages Required):

<input type="checkbox"/>	B (1) Builder's Risk	Replacement Cost
<input checked="" type="checkbox"/>	B (2) Railroad Protective	\$ When required
<input checked="" type="checkbox"/>	B (3) Professional Liability	\$2,000,000
<input type="checkbox"/>	B (4) Pollution Liability	\$
<input type="checkbox"/>	B (5) Contractor Equipment	Replacement Cost
<input type="checkbox"/>	B (6) Installation Floater	Replacement Cost
<input type="checkbox"/>	B (7) Garage Keeper's Legal Liability (Combined Single Limit (CSL) Per Occurrence)	\$
<input type="checkbox"/>	B (8) Crime Fidelity Insurance	\$
<input checked="" type="checkbox"/>	B (9) Umbrella or Excess Liability (if required to meet liability limits above)	\$

#### 7.6. **NOTICE OF POLICY CHANGES**

Contractor shall not amend or cancel the insurance policy and coverage required by this Agreement without providing MTS with at least thirty (30) days prior written notice. Contractor shall notify MTS within ten (10) days of insurer-initiated material amendments or cancellations to the insurance coverage required by this Agreement. Under no circumstances shall these notice provisions be deemed a waiver of the insurance requirements set for herein. Any material changes in or cancellation of the insurance policy on file with MTS pursuant to Section 2(E) will result in an immediate stop work order until proof of substitute coverage meeting the requirements of this Agreement is provided to MTS. In the alternative, in MTS' sole discretion, MTS retains the right to declare Contractor in default and immediately terminate this Agreement if the insurance coverage required by this Section 2 is cancelled, otherwise lapses or fails to meet the coverage limits at any time, and for any duration, during the term of this Agreement.

#### 7.7. **EVIDENCE REQUIRED**

Within ten (10) working days following receipt of notice that a contract has been awarded, Contractor shall have provided the MTS Contracts Specialist with satisfactory certification by a qualified representative of the Insurer(s) that Contractor's insurance complies with all provisions in this insurance section.

#### 7.8. **SPECIAL PROVISIONS**

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

**7.9. TERMINATION OF AGREEMENT****A. TERMINATION FOR CONVENIENCE**

Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time-to-time, in part, whenever MTS shall elect. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- (1) immediately discontinue performance on the date and to the extent specified in the notice;
- (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated;
- (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS concurrence assign to MTS those orders; and
- (4) assist MTS, upon request, in the maintenance, protection, and disposition of property acquired by MTS under this agreement.

If claimed in writing within thirty (30) calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item):

- (1) all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice;
- (2) a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock;
- (3) costs of settling and paying supplier's claim arising out of the canceled orders; and
- (4) a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included.

The total sum to be paid to Contractor under this clause, shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

**7.10. TERMINATION FOR DEFAULT**

In case of Contractor breach or failure to perform, MTS reserves the right to terminate the contract for default. MTS may award the contract to the next lowest responsive, responsible Proposer, solicit new bids, or pursue any other remedy authorized by law.

In addition to any remedy authorized by law, money due to the Contractor under and by virtue of contract, as shall be considered necessary by MTS, may be retained by MTS until disposition has been made of such suits or claims for damages. The retention of money due to the Contractor shall be subject to the following:

- (1) MTS will give the Contractor ten (10) days' notice of its intention to retain funds from any partial payment, which may become due to the Contractor prior to acceptance by MTS of the contract. Retention of funds from any payment made after acceptance may be made without such prior notice to the Contractor.
- (2) No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments.
- (3) If MTS has retained funds, and it is subsequently determined that MTS is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, MTS shall be liable for interest earned on the amount retained for the period of such retention.

MTS may terminate the contract by serving a notice of termination on the Contractor. Notice shall set forth the manner in which the Contractor is in default, and provide the Contractor with ten (10) days' time to cure the default to the satisfaction of MTS. This cure period may be adjusted if the parties so agree in writing. If MTS determines after the cure period that the default is not cured, MTS will issue a "show cause" letter to the Contractor requesting from the Contractor reasons why this contract should not be terminated.

If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the contract shall be deemed terminated. The Contractor shall only be paid the contract price for supplies received and accepted, or services performed in accordance with the manner set forth in the contract. If MTS determines that the Contractor had an excusable reason for not performing such as a strike, fire, flood, or other events, which are not the fault of, or beyond the control of the Contractor, MTS may allow the Contractor to continue work or terminate the contract for convenience.

## 7.11. INDEMNITY

### A. General

With regard to the Contractor's performance in connection with or incidental to this Agreement, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below, the Contractor agrees to defend, indemnify, protect and hold MTS and its directors, officers, and employees as well as any additional insured identified pursuant to this Agreement including any Work Orders, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractors' or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Contractors and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability

arising from the established sole negligence or willful misconduct of MTS, its directors, agents, officers, employees, or additional insureds.

**B. Professional Services**

With regard to the Contractor's performance of professional services, the Contractor agrees to defend, indemnify, and hold harmless MTS, its directors, officers, and employees, as well as any additional insured identified pursuant to this Agreement including any Work Orders, from and against any and all claims, costs, suits, and damages, including, but not limited to, reasonable attorney's fees and losses or payments for injury to any person or property arising out of, pertaining to or relating to the negligent, reckless or willful acts, errors, or omissions of the Contractor and/or its subcontractor associated with the Project.

**C. Survival of Indemnification**

This Section of the Agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This Section of the Agreement shall survive in perpetuity. Subject to any applicable statutes of limitation and/or repose.

**D. Job Site Safety**

MTS agrees that, in accordance with generally-accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction on the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and RFQ No. 5007809 158 RFQ Attachment 20 not be limited to normal working hours. Contractor shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

**7.12. ASSIGNABILITY**

- (a) By MTS. This contract is assignable, in whole or in part, to any other government agency, including the North County Transit District and/or the San Diego Association of Governments and/or the Metropolitan Transit System. The party wishing to exercise the assignment (also known as a "piggyback") shall perform an independent cost estimate to determine fair and reasonable pricing, and shall enter into its own contract with the vendor based upon the terms and conditions of this IFB. Any assignment or piggyback shall comply with Federal Transit Administration (FTA) requirements if applicable. MTS shall have no responsibility or liability for any such assignment or piggyback.
- (b) By Contractor. Any attempt by Contractor to assign, subcontract, or transfer all or part of this Agreement shall be void and unenforceable without MTS' prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this Agreement.

**7.13. SUBCONTRACTORS**

Contractor agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to MTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations under this Agreement.

**7.14. NOTICES**

All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post Office, addressed as follows:

To MTS:

San Diego Metropolitan Transit System (MTS)  
Attention: Chief Executive Officer  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

To Contractor:

As shown on front page.

**7.15. CONSIDERATION PAID**

MTS shall reimburse the Contractor for actual costs of Work Order Agreements (including labor costs, employee benefits, overhead, and other direct costs applicable to the specific Work Order Agreement) incurred by the Contractor in performance of the work, in an amount established in the Work Order Agreement (WOA). Actual costs shall not exceed the estimated wage rates established in the negotiations between the Parties.

Fees and all other charges will be billed as identified in the WOA, and the net amount shall be due at the time of billing, unless otherwise specified.

Payments will be made as set forth in each WOA; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

Total expenditures made under this contract, will be determined on a work order by work order basis.

Equipment purchases, if any, shall be made in accordance with 49 C.F.R., Part 18.32.

Travel reimbursement and expenses shall be in accordance with MTS's travel policy 44-C.

**7.16. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

A. MTS's Equal Employment Opportunity Program: MTS' Equal Employment Opportunity

Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board). A Workforce Report form signed by the Contractor is a condition for the award of this contract.

- B. Contractor's Equal Employment Opportunity Plan: Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion, disability or age.
- C. Compliance with Regulations: The Contractor agrees to take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex, religion, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity"), and any federal statutes, executive orders, regulations and federal policies that may in the future affect construction activities undertaken in the course of the Project.

- D. Incorporation of Provisions: The Contractor shall include the above provisions of subsection C "Compliance with Regulations" in every subcontract unless exempt by the regulations, or directives issued pursuant thereto.

#### **7.17. COST PRINCIPLES**

The Contractor agrees that the Contract Cost Principles and Procedures, 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.

The Contractor also agrees to comply with federal procedures in accordance with 49 C.F.R., Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R., Federal Acquisition Regulations System, Chapter 1,



Part 31, or 49 C.F.R., Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments, are subject to repayment by the Contractor to MTS.

**7.18. CHANGES IN WORK**

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the MTS Project Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The written notice of potential change in work be given to MTS prior to the time Contractor shall have performed the work within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential change in work.

The MTS Project Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the MTS Project Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

**7.19. LITIGATION EXPENSES**

If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

**7.20. EXCLUSIVE USE**

The services hereunder are provided for the exclusive use of MTS and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Contractor, are not to be used or relied upon by other parties except as authorized by MTS.

**7.21. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR Part 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation (DOT) Financial Assistance Programs." MTS' DBE program has an aspirational goal of 6.3% participation by certified DBE's over Federal Fiscal years 2022 to 2024 (October 1, 2021 – September 30, 2024) time period. There is no specific DBE contract goal for this project.

In order to help MTS, achieve its federally mandated overall DBE goal, MTS encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed, in whole or in part, with federal funds. It is the policy of MTS to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in MTS DOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;
2. Create a level playing field by which DBEs can compete for and perform in MTS DOT-assisted contracts;

3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;
6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;
7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program;
8. Ensure MTS contractors and subcontractors take all necessary; and reasonable steps to comply with these policy objectives.

To ascertain whether its overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid contracts. Therefore, all bidders and successful Contractors are required to:

- Complete MTS's Designation of Subcontractors and "DBE Program – Information for MTS's Bidder List"

MTS encourages the proposer to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. Contractor is also encouraged to use services offered by financial institutions owned and controlled by DBEs. For bonding or financial assistance resources, visit [www.sba.gov](http://www.sba.gov).

Contractor shall be fully informed in respect to the requirements of the DBE regulations. The DBE regulations in their entirety are incorporated herein by this reference (see 49 CFR 26). Contractor's attention is directed to the following matters:

- A. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, manufacturer, regular dealer or trucking company. DBE participation will be counted toward MTS's overall DBE goal per the DOT Regulations stated in 49 CFR 26.55.
- B. A DBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- C. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: To view the CUCP statewide DBE Directory, please use the following link: <http://californiaucp.org/>.
- D. If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification.
- E. The contractor must promptly notify MTS whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good

faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTS.

#### **7.22. PAYMENT RETENTION**

No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the subcontractor in seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with MTS' prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specific in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor, or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### **7.23. PROMPT PROGRESS PAYMENTS**

A Contractor or subcontractor shall pay any subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS. No retainage will be held by MTS from progress payments due to the Contractor. Any retainage kept by the Contractor or by a subcontractor must be paid in full to the subcontractor in seven (7) business days after the subcontractor's work is satisfactorily completed. Any delay or postponement of a progress payment or retainage to the subcontractor over 30 calendar days may take place only for good cause and with MTS's prior written approval. Failure to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, a penalty of two percent (2%) for every invoice that full payment is not made. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late or nonpayment by the Contractor, deficient subcontractor performance or noncompliance by a subcontractor.

Contractor must submit the MTS Prompt Payment Certification Form to the MTS Contracts Administrator if any subcontractors. The form is available for download at <https://www.sdmts.com/business-center/procurement>. The form certifies that all subcontractors were paid within seven (7) business days of receiving payment from MTS for work performed during the previous month. The Contractor must submit the completed certification, as required on the form, and the month following final acceptance of the project. In addition, seven (7) business day prompt payment requirements prevail over contract language between a Contractor and a subcontractor.

#### **7.24. RECORDS RETENTION**

The Contractor and any Subcontractor shall retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type and supporting materials related to those records. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period

of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, Comptroller General of the U.S., FTA, DOT Office of Inspector General, the State, MTS or any of their authorized representatives to inspect and audit records pertaining to the performance of this Contract as reasonably may be required. The Contractor shall also permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

#### **7.25. STANDARD OF PERFORMANCE**

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

#### **7.26. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that she or he has not agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, MTS shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement a price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

#### **7.27. CALIFORNIA POLITICAL REFORM ACT**

Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as MTS, may be deemed to be a "public official" subject to the Act if the Contractor advises MTS on decisions or actions to be taken by MTS. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act and the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

#### **7.28. OWNERSHIP OF DOCUMENTS**

Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of MTS. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to MTS without restriction or limitation on its use.

#### **7.29. TIME**

The Contractor acknowledges that timely performance is an important element of this Agreement. Accordingly, the Contractor shall consistent with the Standard of Performance set forth in Article 18 hereof, put forth its professional effort to complete its services in accordance with the agreed-upon schedule.

### **7.30. ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties and no attempted modification shall be binding unless in writing and signed by MTS and the Contractor. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to contracts made to be performed within the state.

### **7.31. CONTRACTOR AND SUBCONTRACTOR ASSURANCE**

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

### **7.32. DISPUTES, CLAIMS, AND RESOLUTION**

MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this Agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of California Government Code section 900 et seq.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall

any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing.

### **7.33. DUTY TO CLARIFY OBVIOUS AMBIGUITY**

The Contractor is required to seek clarification of any obvious ambiguity contained in the contract documents. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

### **7.34. PREVAILING WAGE**

#### **A. Prevailing Wage Rates.**

Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at MTS’s Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold MTS, its Board, members of the Board, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The Contractor shall forfeit as a penalty to MTS not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

**B. Payroll Records.**

Pursuant to Labor Code Section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Services subject to the Prevailing Wage Laws. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to MTS for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

**C. California Department of Industrial Relations Registration.**

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations (“DIR”). Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

**D. Labor Certification.**

By its signature hereunder, Contractor certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**7.35. ROYALTIES AND PATENT FEES**

The Contractor shall pay all royalties and patent fees, and shall defend all suits and claims for infringements of any patent rights, and shall hold MTS harmless from loss on account thereof. If however, the Contractor has information that the procedures or articles specified are an infringement of a patent, the Contractor shall be responsible for any loss unless said information is promptly given to MTS by Contractor.

**7.36. PATENT RIGHTS****A. General.**

If any invention, improvement, or discovery of MTS, or any of its third-party contractors, is conceived or first actually reduced to practice in the course of, or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, MTS is required to notify FTA immediately and provide a detailed report.

**B. Federal Rights.**

Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of MTS, third party contractor, subrecipient and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, MTS, irrespective of its status or the status of any subrecipient or any third party contractor at any tier (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), MTS shall transmit to FTA those rights due the Federal Government in any invention resulting from that third party contract described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts, and cooperative Agreements," 37 C.F.R. Part 401.

**7.37. RIGHTS IN DATA AND COPYRIGHTS****A. Definition.**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement. Examples include, but are not limited to: computer software, engineering drawings and associated lists; specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

**B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement:**

1. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such



time as the Federal Government may have either released or approved the release of such data to the public.

2. This restriction on publication, however does not apply to an Agreement with an institution of higher learning.
- C. Federal Rights in Data and Copyrights. In accordance with 49 C.F.R. § 19.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the "subject data" described in the following subsection 1 and 2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright's owner's consent, the Federal Government may not extend its federal license to other parties.
1. Any subject data developed in the Grant Agreement or Cooperative Agreement, or under a third-party contract or sub agreement financed by the Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  2. Any rights of copyright to which MTS, a subrecipient or third party contractor purchases ownership with federal assistance.
- D. Special Federal Rights for Planning, Research, and Development Projects. When FTA provides financial assistance for a planning, research, development or a Demonstration Project, it is FTA's general intention to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Recipient of FTA financial assistance to support a planning, research, development, or a Demonstration Project agrees that in addition to the rights in data and copyrights of Subsection C of this Section, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under the Grant Agreement or Cooperative Agreement, or a copy of the subject data first produced under the Grant Agreement or Cooperative Agreement. If the Project, which is the subject of the Grant Agreement or Cooperative Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in Subsection A of this Section and shall be delivered as the Federal Government may direct. This Subsection D of this Section, however, does not apply to adaptations of automatic data processing equipment or programs for MTS' use whose costs are financed with Federal transportation funds for capital projects.
- E. Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless MTS, the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this project, the Grant Agreement or Cooperative Agreement. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of Federal Government.

- F. Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data, shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- G. Application to Materials Incorporated into Project. The requirements of Sub-sections B, C and D of this Section, do not apply to material furnished by Contractor, and incorporated into the work carried out under this project, the Grant Agreement or Cooperative Agreement, provided that Contractor identifies the incorporated material at the time of delivery of the work.

### **7.38. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following federal regulations including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- I. FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

### **7.39. METRIC SYSTEM**

As required by U.S. DOT or FTA, Contractor agrees to use the metric system of measurement in its Project activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric

Usage in Federal Government Programs,” 15 U.S.C. §§ 205a note; and any U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

#### **7.40. SUBSTANCE ABUSE**

Pursuant to the rules and regulations of the Department of Transportation, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. parts 655.

As a condition of this Contract, the following are the Contractor’s Drug and Alcohol Testing Obligations:

- A. Contractors Certification: Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation’s regulations.
- B. Indemnification of MTS: Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC, and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC, may incur as a result of Contractor’s failure to comply with any applicable drug and alcohol testing obligations.
- C. Survival of MTS’ Indemnification Rights: The rights and obligations contained in “B” (Indemnification of MTS) will survive any termination or expiration of this Agreement.
- D. Failure to comply with Drug and Alcohol Testing Obligations May Result in Termination of Contract: If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

#### **7.41. IDENTIFICATION OF PERSONNEL/SECURITY**

MTS shall provide all Contractor personnel assigned to work under this Agreement with Contractor Identification Badges (“MTS ID Card”). Requests for MTS ID Cards will be made to and processed by the MTS-designated project manager or contracting officer. Approved requests for MTS ID Card(s) will be processed within two business days. All Contractor personnel must obtain MTS ID Cards prior to entering MTS property. Valid MTS ID Cards must be displayed prominently on the uniform of all of Contractor’s employees while on MTS property. Contractors are required to provide their employees uniforms prominently bearing the name of the Contractor’s business entity. MTS will allow only properly credentialed personnel of the Contractor who are wearing the appropriate uniform on its property. Contractor personnel who enter MTS property without valid MTS ID Cards may be arrested and/or cited by MTS Code Enforcement and/or other law enforcement for trespassing and violation of MTS Ordinance 13. Contractor must collect MTS ID Cards from all Contractor personnel separating from employment with the Contractor and return them to MTS for destruction. Contractor is strictly liable for the use of all MTS ID Cards issued to its employees under this Agreement.

#### **7.42. REQUIRED BACKGROUND CHECKS**

MTS requires that all Contractor personnel assigned to work on MTS property pass comprehensive background checks (Investigative Consumer Report), conducted by the

Contractor, prior to beginning work on MTS property or under this Agreement. At a minimum, the background check must, (1) positively establish the employee's identity, (2) search all common databases for criminal offenses (e.g., Federal District Court Databases), (3) verify the social security number or tax ID provided by the employee, (4) search sex offender databases, and (5) search the local criminal databases of every County in which the employee has lived in the last seven years. Contractor must conduct background checks in accordance with applicable law, including but not limited to, the Fair Credit Reporting Act and California Civil Code Sections 1785 and 1786.

Contractor personnel meeting any of the conviction criteria outlined below **are not eligible** for issuance of an MTS ID Card and may not be assigned to work on MTS property:

**Permanent Disqualification:**

1. Registered sex offenders are ineligible.
2. Espionage or conspiracy to commit espionage.
3. Sedition or conspiracy to commit sedition.
4. Treason or conspiracy to commit treason.
5. A federal crime of terrorism as defined in 18 U.S.C. 2332b(g), or comparable State law, or conspiracy to commit such crime.
6. A crime involving a TSI (transportation security incident). Note: A transportation security incident is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area, as defined in 46 U.S.C. 70101. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
7. Improper transportation of a hazardous material under 49 U.S.C. 5124 or a comparable state law.
8. Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device. An explosive or explosive device includes an explosive or explosive material as defined in 18 U.S.C. 232(5), 841(c) through 841(f), and 844(j); and a destructive device, as defined in 18 U.S.C. 921(a)(4) and 26 U.S.C. 5845(f).
9. Murder.
10. Threat or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility.
11. Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et seq., or a comparable State law, where one of the predicate acts found by a jury or admitted by the defendant, consists of one of the permanently disqualifying crimes.
12. Attempt to commit the crimes in items (2)-(5) of this section.
13. Conspiracy or attempt to commit the crimes in items (6)-(11) of this section.
14. Any offense that is still pending in the courts (without official legal disposition) that will disqualify the individual if they are convicted.

**Disqualification for seven years from the date of the offense or five years from the date of release from prison for the offense (whichever is later):**

Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 5 845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.

1. Extortion.
2. Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering, where the money laundering is related to a crime listed in Parts A or B (except welfare fraud and passing bad checks).
3. Bribery.
4. Smuggling.
5. Immigration violations.
6. Distribution, possession w/ intent to distribute, or importation of a controlled substance.
7. Arson.
8. Kidnapping or hostage taking.
9. Rape or aggravated sexual abuse.
10. Assault with intent to kill.
11. Robbery.
12. Fraudulent entry into a seaport as described in 18 U.S.C. 1036, or a comparable State law.
13. Violations of the Racketeer Influenced and Corrupt Organizations Act under 18 U.S.C. 1961, et seq., or a comparable state law, other than any permanently disqualifying offenses.
14. Voluntary manslaughter.
15. Conspiracy or attempt to commit crimes in this section.
16. Any offense that is still pending in the courts (without official legal disposition) that will disqualify the individual if they are convicted.

The term conviction includes being found guilty, pleading guilty, pleading no contest, or being found guilty by reason of insanity.

This section sets forth minimum standards Contractors must uphold through their background checking process, when assigning employees to work on an MTS contract. These disqualifying criteria are minimum standards to promote public safety/security. Contractor may choose to exceed these standards and is otherwise unrestricted in its employment decisions. Contractor may choose to employ individuals who do not meet these standards, as long as they are not assigned to work under this Agreement or on MTS property. Questions regarding the application of MTS's background checking standards should be directed to the MTS Manager of Human Resources.

Upon request of MTS, Contractor will provide sufficient documentation for MTS to audit Contractor's compliance with MTS's background checking standards. MTS reserves the right to delay provision of MTS ID Cards until contractor documents completion of appropriate background checks on employee(s) for whom Contractor is requesting MTS ID Card(s). MTS's oversight of Contractor's background checking process is not intended to replace Contractors judgement or ability to manage its workforce and operation. MTS's oversight, or lack thereof, shall not limit Contractor's liabilities and/or obligations as set forth in this Agreement.

MTS reserves the right to suspend or revoke the MTS ID Cards of Contractor's employees at its sole and absolute discretion.

If, with MTS's consent, Contractor subcontracts all or part of the services within this Agreement, Contractor will remain directly responsible and liable for ensuring subcontractor(s) adhere to MTS background checking and ID Card standards.

If MTS determines that Contractor has breached its obligations as defined in this section, MTS may immediately terminate this Agreement by providing written notice to Contractor. If this Agreement is terminated, Contractor will be paid its costs for work performed up to the time of termination.

#### **7.43. NONWAIVER**

Failure of MTS to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein, or by law, or to properly notify Contractor in the event of breach, or the acceptance of payment for any goods hereunder, or review of design, shall not release Contractor from any of the warranties or obligations of this agreement, and shall not be deemed a waiver of any right of MTS to insist regardless when shipped, received, or accepted or as to any prior or subsequent default hereunder, nor shall any revision of this agreement by MTS operate as a waiver of any of the terms hereof. A requirement that a Contractor's document be submitted for or subject to "authorization to proceed," "approval," "acceptance," "review," "comment," or combinations of such words or words of like import shall mean, unless the context clearly indicates otherwise, that Contractor shall, before implementing the information in the document, submit the document, obtain resolution of any comments, and obtain written authorization from MTS to proceed, and shall mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, test methods, or materials developed or selected by Contractor and shall not relieve Contractor from full compliance with contractual obligations.

#### **7.44. WATER QUALITY MANAGEMENT AND COMPLIANCE**

To the extent that Consultant's services can impact storm water, the following shall apply:

- A. Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.
- B. Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges and shall implement best management practices, consistent with California Stormwater Quality Association standards, appropriate for the control of discharges related to the Services.

- C. Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by MTS, regarding these requirements as they may relate to the Services.

**7.45. ROADWAY WORKERS PROTECTION TRAINING**

Prior to entering the MTS railroad operating corridor, all workers of Contractor, sub-Contractors, and any other (4) hour "Roadway Workers Protection" training course as required by the Federal Railroad Administration (FRA) California Public Utilities Commission (CPUC). Training courses are valid for one year from date issued. Contractor should allow at least two weeks to schedule training prior to commencement of services on the right of way (ROW).

Registration for the course can be found online at:  
<http://www.sdmts.com/Business/RAILSAFETYTRAINING.htm>.

Any costs related to RWP training courses shall be at the sole expense of the Contractor and MTS shall at no time be responsible for reimbursement of said costs.

**7.46. FLAGGING**

Any work within fifteen (15) feet of active rail, or as otherwise identified by MTS, shall require an MTS flagger.

An MTS Flagger Request form must be submitted to [FlagRequest@sdmts.com](mailto:FlagRequest@sdmts.com) no later than 72 hours prior to the commencement of the work. The MTS Flagger Request shall include: the specific location, time(s) and date(s) for when a MTS flagger(s) will be necessary.

The MTS Flagger will be provided at the expense of the party requesting the work. The requester will be responsible to contact SDTI Assignment Office at 619.595.4956 no later than 24 hours prior to beginning of work for all cancellations and may be subject to SDTI labor reporting costs.

# **EXHIBIT D FEDERAL REQUIREMENTS**



## **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

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As a Federal Transit Administration (FTA) grantee, the San Diego Metropolitan Transit System (MTS), a California Public Agency, is required to inform the Contractor and any Subcontractor of the following information:

### **8.1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

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

### **8.2. FEDERAL CHANGES**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

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

### **8.3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

### **8.4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification,

the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

#### **8.5. ACCESS TO RECORDS, REPORTS AND SITES**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

The Contractor and any Subcontractor shall retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type and supporting materials related to those records. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, Comptroller General of the U.S., FTA, DOT Office of Inspector General, the State, MTS or any of their authorized representatives to inspect and audit records pertaining to the performance of this Contract as reasonably may be required. The Contractor shall also permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

#### **8.6. DEBARMENT AND SUSPENSION**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000)*

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

**8.7. RESTRICTIONS ON LOBBYING**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000)*

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

**8.8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000)*

The Contractor and any Subcontractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**8.9. ENERGY CONSERVATION**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

The Contractor and any Subcontractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq and 49 C.F.R. part 622, subpart C.

**8.10. ENVIRONMENTAL PROTECTIONS**

*(APPLICABLE TO ALL CONTRACTS)*

**8.10.1. GENERAL**

Contractor agrees to comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

**8.10.2. NATIONAL ENVIRONMENTAL POLICY ACT**

An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees that it will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508, (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622, (d) Executive Order No. 11514, as amended, "Protection and Enhancement of

Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note, and (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto. (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews,” January 14, 2013, (b) Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 Fed. Reg. 66576, November 15, 2006, and (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

#### 8.10.3. ENVIRONMENTAL JUSTICE

Contractor agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### 8.10.4. OTHER ENVIRONMENTAL FEDERAL LAWS

Contractor agrees that it will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”

#### 8.10.5. USE OF CERTAIN PUBLIC LANDS

Contractor agrees it will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

#### 8.10.6. HISTORIC PRESERVATION.

The Contractor agrees that it will: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq. (4) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800. (5) Comply with federal

requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

#### 8.10.7. INDIAN SACRED SITES

The Contractor agrees that it will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

#### 8.11. ADA ACCESS

*(APPLICABLE TO ALL CONTRACTS)*

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

#### 8.12. CIVIL RIGHTS

*(APPLICABLE TO ALL CONTRACTS)*

##### 8.12.1. SUBCONTRACT

The Contractor shall include these requirements in each subcontract entered into as part thereof.

##### 8.12.2. NONDISCRIMINATION

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, gender identity, sexual orientation, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

##### 8.12.3. RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **8.12.4. AGE**

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **8.12.5. DISABILITIES**

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **8.13. VETERANS EMPLOYMENT**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

### **8.14. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Apart from inconsistent requirements imposed by federal statute or regulations, MTS shall comply with the requirements of 49 U.S.C. § 5323 (h)(2) by refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

### **8.15. CONTRACTOR ASSURANCE**

*(APPLICABLE TO ALL CONTRACTS)*

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

#### **8.16. FLY AMERICA REQUIREMENTS**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS TRANSPORTING PERSONS OR PROPERTY BY AIR OUTSIDE THE U.S.)*

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **8.17. SAFE OPERATION OF MOTOR VEHICLES**

*(APPLICABLE TO ALL CONTRACTS)*

##### **8.17.1. SEAT BELT USE**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or MTS.

##### **8.17.2. DISTRACTED DRIVING**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

#### **8.18. GEOGRAPHIC RESTRICTIONS**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

MTS shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by federal procurement rules.

**8.19. DOMESTIC PREFERENCES FOR PROCUREMENTS**

*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**8.20. SEISMIC SAFETY**

*(APPLICABLE TO ALL CONSTRUCTION AND ARCHITECTURAL & ENGINEERING CONTRACTS AND SUBCONTRACTS FOR NEW BUILDINGS OR ADDITIONS TO EXISTING BUILDINGS)*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.



# EXHIBIT E FORMS

E. SUBCONSULTANT LIST

SUBCONSULTANT LIST

At the RFP proposal submission stage, the dollar amount of work does not need to be provided. This column is only applicable for the Task Order stage since the subcontractor amounts are unknown at the proposal stage for an on-call contract. At the Task Order stage, Consultant must provide this form to SANDAG with dollar amounts for each Task Order it may be awarded.

PROPOSED SUBCONSULTANTS

Table with 3 columns: Subconsultant Firm Name and Address, Scope of Work, Dollar Amount of Work. Rows include Gateway Pacific Management, C2 Land, LLC, Anchor Engineering, Santolucito Doré Group, Desmond, Marcello & Amster, and Hodges Lacey & Associates.

If no subconsultants are proposed, mark the box below and sign the form.

I do not propose to use any subconsultants for this Agreement.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President
[Handwritten Signature]

October 30, 2019

Signature

Date

E. SUBCONSULTANT LIST

SUBCONSULTANT LIST

At the RFP proposal submission stage, the dollar amount of work does not need to be provided. This column is only applicable for the Task Order stage since the subcontractor amounts are unknown at the proposal stage for an on-call contract. At the Task Order stage, Consultant must provide this form to SANDAG with dollar amounts for each Task Order it may be awarded.

PROPOSED SUBCONSULTANTS

Table with 3 columns: Subconsultant Firm Name and Address, Scope of Work, Dollar Amount of Work. Rows include Donna Desmond Associates, Jones, Roach & Caringella, Inc., Keramida Inc., Rincon Consultants, Coffman Land, and Guida Surveying Inc.

If no subconsultants are proposed, mark the box below and sign the form.

I do not propose to use any subconsultants for this Agreement.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President
[Handwritten Signature]

October 30, 2019

Signature

Date

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At the RFP proposal submission stage, the dollar amount of work does not need to be provided. This column is only applicable for the Task Order stage since the subcontractor amounts are unknown at the proposal stage for an on-call contract. At the Task Order stage, Consultant must provide this form to SANDAG with dollar amounts for each Task Order it may be awarded.

PROPOSED SUBCONSULTANTS

Table with 3 columns: Subconsultant Firm Name and Address, Scope of Work, Dollar Amount of Work. Contains 7 rows of data, including one with specific address details and others with 'TBD' values.

If no subconsultants are proposed, mark the box below and sign the form.

[ ] I do not propose to use any subconsultants for this Agreement.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President (with handwritten signature)

October 30, 2019

Signature

Date

F. BIDDERS LIST

BIDDERS LIST

Proposer Bender Rosenthal Incorporated (BRI)

RFP/TO No. 5003270

The United States DOT requires SANDAG to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on the SANDAG contracts in accordance with 49 CFR 26.11. The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with the proposal. SANDAG will utilize this information to assist in the Overall Annual DBE Goal Setting process. **The Bidders List content will not be considered in evaluating the proposal or determining award of an Agreement.**

The DOT requires SANDAG to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on the SANDAG DOT-assisted contracts in accordance with 49 CFR 26.11. Prior to the time a Task Order is executed, Consultant will be required to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Consultant itself, and any proposed subconsultants. SANDAG will utilize this information to assist in the Overall Annual DBE Goal Setting process.

Proposer's Information			
Name of Prime's Firm: Bender Rosenthal Incorporated (BRI)		Phone: ( 619 ) 359-8389	
Firm Address: 750 B Street, Suite 3130		Fax: ( 916 ) 978-4904	
City: San Diego		ST: CA	ZIP: 92101
Type of work/services/materials provided: Appraisal and General Right of Way Services			
Number of years in business: 22 years			
Contact Person: Chip Willett		Title: Vice President	
Is the firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Proposer has DBE Certification in the following categories (place an "X"):		<input type="checkbox"/> Less than \$1 million	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Less than \$5 million	
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman	<input type="checkbox"/> Less than \$10 million	
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$15 million	
<input type="checkbox"/> Other		<input checked="" type="checkbox"/> More than \$15 million	

F. BIDDERS LIST

(CONT'D)

Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.

Subconsultant's Information			
Name of Subconsultant's Firm: Gateway Pacific Management, Inc.		Phone: ( 916 ) 798 - 8629	
Firm Address: 1209 Loring Street		Fax: ( ) N/A -	
City: San Diego	ST: CA	ZIP: 92109	Type of work/services/materials provided: Program Management, Project Management, Construction Management, General Right-of-Way Management Services, Civil Engineering
Number of years in business: 11			
Contact Person: Traci Stephens		Title: President	
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"):		<input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American		
<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Woman		
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American		
<input type="checkbox"/> Other			

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure to submit the required Bidders List form may cause SANDAG to deem the proposal for award of an Agreement non-responsive.

F. BIDDERS LIST

(CONT'D)

Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.

Subconsultant's Information	
Name of Subconsultant's Firm: <i>C2 Land, LLC</i>	Phone: <i>(760) 815-2103</i>
Firm Address: <i>1475 Avenida La Posta</i>	Fax: ( ) -
City: <i>Encinitas</i>   ST: <i>CA</i>   ZIP: <i>92024</i>	Type of work/services/materials provided: <i>Right of Way Services</i>
Number of years in business: <i>4</i>	
Contact Person: <i>Cynthia Colburn</i>	Title: <i>President</i>
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Woman ( <i>WBE with CPUC</i> ) <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

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F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

Subconsultant's Information			
Name of Subconsultant's Firm: <u>AnchorCM</u>		Phone: (510 ) 393 -5112	
Firm Address: <u>3685 Mt. Diablo Blvd, Suite 345</u>		Fax: (925 ) 385 - 0424	
City: <u>Lafayette</u>	ST: <u>CA</u>	ZIP: <u>94549</u>	Type of work/services/materials provided: <u>Scheduling, Right of Way Engineering Support</u>
Number of years in business: <u>16</u>			
Contact Person: <u>Christopher Coles, P.E., CCM</u>			Title: <u>President</u>
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"):			<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman		<input checked="" type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other			<input type="checkbox"/> More than \$15 million

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F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

Subconsultant's Information		
Name of Subconsultant's Firm: Santolucito Doré Group, Inc.		Phone: ( 951 ) 225 - 3500 x 101
Firm Address: 31600 Railroad Canyon Road, Suite 100-L		Fax: ( ) -
City: Canyon Lake	ST: CA	Type of work/services/materials provided: Real Estate Appraisal and Appraisal Reviews
ZIP: 92587		
Number of years in business: 4 years		
Contact Person: Christine S. Santolucito		Title: President
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:  <input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		

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## F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

<b>Subconsultant's Information</b>		
Name of Subconsultant's Firm: Desmond, Marcello & Amster, LLC		Phone: ( 310 ) 216 - 1400
Firm Address: 6060 Center Drive, Suite 825		Fax: ( 310 ) 216 - 0800
City: Los Angeles	ST: CA	ZIP: 90045
Number of years in business: 41		Type of work/services/materials provided: Loss of Goodwill Appraisal Services Furniture, Fixture, Machinery & Equipment (FFM&E) Appraisal Services
Contact Person: Madeleine Mamaux, ASA, CFA		Title: Partner
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"):		<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input checked="" type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other		<input type="checkbox"/> More than \$15 million

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F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

Subconsultant's Information			
Name of Subconsultant's Firm: Hodges Lacey & Associates LLC			Phone: ( 310 ) 528 -0608
Firm Address: 606 Warwick Ave			Fax: ( 800 ) 934 -8092
City: Thousand Oaks	ST: CA	ZIP: 91360	Type of work/services/materials provided: Fixtures & Equipment Appraisals
Number of years in business: 10.5			
Contact Person: Richard Hodges			Title: Partner
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:  <input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

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F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

Subconsultant's Information		
Name of Subconsultant's Firm: Donna Desmond Associates		Phone: ( 310 ) 475 - 1114
Firm Address: 265 S. Bevelry Glen Blvd.		Fax: (     ) -
City: Los Angeles	ST: CA	ZIP: 90024
Number of years in business: 23		Type of work/services/materials provided: Goodwill Loss Appraisals
Contact Person: Donna Desmond		Title: President
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"):		<input checked="" type="checkbox"/> Less than \$1 million
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Woman	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other		<input type="checkbox"/> More than \$15 million

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F. BIDDERS LIST

(CONT'D)

Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.

Subconsultant's Information		
Name of Subconsultant's Firm: Jones Roach & Caringella, Inc		Phone: ( 858 ) 565-2400
Firm Address: 10920 Via Frontera, Suite 440		Fax: ( 858 ) 565-4916
City: San Diego	ST: CA	Type of work/services/materials provided: Real Estate Appraisal services Environmental Mitigation Appraisal
ZIP: 92127		
Number of years in business: 34		
Contact Person: Rob Caringella		Title: Vice President
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"):		<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input checked="" type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other		<input type="checkbox"/> More than \$15 million

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## F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

<b>Subconsultant's Information</b>		
Name of Subconsultant's Firm: KERAMIDA Inc.		Phone: (317 )685- 6600
Firm Address: <small>Headquarters: 401 North College Avenue, Indianapolis, Indiana 46202</small> <small>Los Angeles Office: 17315 Studebaker Road, Suite 300-i, Cerritos, California 90703</small> <small>Sacramento Office: 1170 National Drive, Suite 70, Sacramento, California 95834</small>		Fax: (317 )685 - 6610
City: Indianapolis	ST: IN	ZIP: 46202
Number of years in business: 31		Type of work/services/materials provided: Environmental Due Diligence, Investigation, and Mitigation Services
Contact Person: William O'Braitis, Los Angeles Office: (951) 202-7205		
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Title: Director, West Operations
Subconsultant has DBE Certification in the following categories (place an "X"):		Check the box below for your firm's annual gross receipts last year:
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Woman	<input type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Less than \$15 million
		<input type="checkbox"/> More than \$15 million

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## F. BIDDERS LIST

**(CONT'D)**

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

<b>Subconsultant's Information</b>			
Name of Subconsultant's Firm: <b>Rincon Consultants, Inc</b>		Phone: ( 805 )644 - 4455	
Firm Address: <b>180 North Ashwood Avenue</b>		Fax: ( 805 )644 - 4455	
City: <b>Ventura</b>	ST: <b>CA</b>	ZIP: <b>93003</b>	Type of work/services/materials provided:  <b>Environmental Consultation</b>
Number of years in business: <b>25</b>			
Contact Person: <b>Walter Hamann</b>		Title: <b>Vice President</b>	
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"):		<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input checked="" type="checkbox"/> More than \$15 million	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American		
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman		
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American		
<input type="checkbox"/> Other			

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F. BIDDERS LIST

(CONT'D)

Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.

Subconsultant's Information			
Name of Subconsultant's Firm: <u>COFFMAN LAND CONSULTING, INC.</u>		Phone: <u>(760) 520-4340</u>	
Firm Address: <u>P.O. Box 2497</u>		Fax: ( ) - <u>NONE</u>	
City: <u>JULIAN</u>	ST: <u>CA</u>	ZIP: <u>92036</u>	Type of work/services/materials provided: <u>LAND SURVEYING</u>
Number of years in business: <u>1</u>			
Contact Person: <u>RICHARD J. COFFMAN</u>		Title:	
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"):		<input checked="" type="checkbox"/> Less than \$1 million	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Less than \$5 million	
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman	<input type="checkbox"/> Less than \$10 million	
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$15 million	
<input checked="" type="checkbox"/> Other <u>DISABLED VETERAN</u>		<input type="checkbox"/> More than \$15 million	

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## F. BIDDERS LIST

(CONT'D)

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

Subconsultant's Information			
Name of Subconsultant's Firm: <u>Guida Surveying, Inc.</u>		Phone: ( <u>949</u> ) <u>777</u> - <u>2000</u>	
Firm Address: <u>380 State Place</u>		Fax: ( <u>949</u> ) <u>777</u> - <u>2050</u>	
City: <u>Escondido</u>		ST: <u>CA</u>	Type of work/services/materials provided: <u>Land surveying services</u>
ZIP: <u>92029</u>			
Number of years in business: <u>24</u>			
Contact Person: <u>Lisa Spivak, PLS</u>		Title: <u>Senior Project Manager</u>	
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"): <u>N/A</u>			
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Less than \$1 million	
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman	<input type="checkbox"/> Less than \$5 million	
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American	<input type="checkbox"/> Less than \$10 million	
<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Less than \$15 million	
		<input type="checkbox"/> More than \$15 million	

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## F. BIDDERS LIST

**(CONT'D)**

**Note: Each proposed subconsultant must complete this form and it must be submitted with the proposal.**

Subconsultant's Information			
Name of Subconsultant's Firm: Commonwealth Land Title Company		Phone: ( 714 ) 749 -0036	
Firm Address: 4100 Newport Place Dr. #120		Fax: ( 949 ) 258 -5590	
City: Newport Beach		ST: CA	ZIP: 92660
Number of years in business:		143 Years, Founded in 1876	
Contact Person: Griffin Wayne		Title: Vice President	
Is the subconsultant's firm currently certified as a DBE under 49 CFR 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"):		<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input checked="" type="checkbox"/> More than \$15 million	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American		
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman		
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American		
<input type="checkbox"/> Other			

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

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L. REQUIRED CERTIFICATIONS

PROPOSER INFORMATION FORM

Proposer to complete and return this form with the proposal

Company Name: Bender Rosenthal Incorporated (BRI)

Address: 750 B Street, Suite 3130, San Diego, CA 92101

Company Type (i.e., Sole Proprietorship, Partnership, Corporation): Corporation

Dun & Bradstreet No. (DUNS): 94-1659302 Federal Tax ID: 412034507

Is the firm a certified Disadvantaged Business Enterprise (DBE)? [ ] Yes [x] No

Is the firm a certified Small Business (SB)? [ ] Yes [x] No

PERSON AUTHORIZED TO EXECUTE AGREEMENT ON BEHALF OF PROPOSER

Contact Name: Renee Baur

Title: Vice President

Phone ( 916 ) 978-4900 Fax ( 916 ) 978-4904

Email r.baur@benderrosenthal.com

PROPOSER POINT OF CONTACT FOR SANDAG PROJECT MANAGER/CONTRACTS ANALYST

Contact Name Chip Willett

Title Vice President, Southern California Project Delivery

Phone ( 619 ) 359-8389 Fax ( 916 ) 978-4904

Email c.willett@benderrosenthal.com

## L. REQUIRED CERTIFICATIONS

### RESPONSIBILITY MATRIX

(1) Key Personnel	(2) Years' Experience	(3) Role in Contract (Project Assignment)	(4) Company Classification	(5) Workload (%)	(6) Responsibilities (Brief Description)
Chip Willett	17	Principal in Charge	Vice President	35%	Oversee entire BRI Team and Subconsultants / Program Management
Rob Woodard	10	Project Manager	Project Manager	75%	Project Manager
Jane Wiggans	17	Project Manager	Project Manager	75%	Project Manager
Jerry Colburn	31	Project Manager	Program Manager	80%	Project Manager
Brett Stephens	6	Right of Way Liaison / Process Management	Vice President	50%	Liaison between SANDAG and BRI Project Management Team
Jen Cole	6	Acquisition Manager	Senior Acquisition Agent	45%	Oversee the Acquisiton Team
Adam Bursch	14	Appraisal Manager	Vice President	70%	Oversee the Appraisal Team
Tony Sierra	12	Relocation / Property Management	Project Manager	55%	Relocation and Property Management
Mike Lahodny	46	Caltrans Coordination	Right of Way Specialist	85%	Coordination with Caltrans / QAQC
Guido Schenkhuizen	42	Title and Escrow Specialist	Title Technical Specialist	85%	Title and Escrow Research / Support

**Notes:**

1. List all key personnel listed on the organizational chart
2. List key personnel's years of experience in the role in this contract (project assignment)
3. List key personnel's role in this contract (project assignment)
4. List key personnel's classification within the company
5. List key personnel's percent of workload dedicated to this project
6. List key personnel's responsibilities for this project (brief)

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE PART 1

### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:


Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

 Title: Vice President

October 30, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2**

**Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has             has not

(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

 Title: Vice President

October 30, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

**PART 1 – FEDERALLY-FUNDED CONTRACTS ELIGIBILITY CERTIFICATION**

The award of the Agreement is subject to a financial assistance contract between SANDAG and the United States DOT. Any name appearing on the Comptroller General’s list of ineligible contractors for federally financed or assisted contracts is not eligible for this contract.

Proposer hereby certifies that neither the Proposer nor any of its officers or holders of a controlling interest are on the U.S. Comptroller General’s list of ineligible consultants for federally funded and assisted contracts. In the event the Proposer or any of its subconsultants are included on such a list during the performance of this Project, Proposer shall promptly inform SANDAG of this fact.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President  


October 30, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 2 – NON-COLLUSION AFFIDAVIT/DECLARATION

(Title 23 United States Code Section 112 and California Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the Proposer (referred to herein as "Bidder") declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 30, 2019 [date], at Sacramento [city], California [state].

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President



October 30, 2019

Signature

Date



L. REQUIRED CERTIFICATIONS

**PART 3 – DEBARMENT AND SUSPENSION CERTIFICATE**

Title 49, Code of Federal Regulations, Part 29

Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:


- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining Proposer’s responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

 Title: Vice President

October 30, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 30th day of Oct 2019 .

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President  


October 30, 2019


Signature

Date

# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>	
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature </p> <p>Print _____  Name <u>Renee Baur</u>  Title <u>Vice President</u></p> <p>Phone No. _____ ( 916 ) 978-4900 Date <u>10/30/2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it


has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President  


October 30, 2019

Signature


Date

# L. REQUIRED CERTIFICATIONS

## PROPOSER DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT

**(Caltrans Exhibit 10-01 Consultant Proposal DBE Commitment)**  
**(Use to Show Proposed Commitment at Time of Proposal Submission for Agreement or Task Order)**

1. Local Agency: SANDAG 2. Contract DBE Goal: 0.00%–5.50% - TO  
 3. Project Description: ON-CALL APPRAISAL AND GENERAL RIGHT-OF-WAY MANAGEMENT SERVICES  
 4. Project Location: San Diego, CA  
 5. Consultant's Name: Bender Rosenthal Incorporated (BRI) 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
GPM - Project Management Support	38733	Traci Stephens (916) 798-8629	TBD per TO
C2 Land - Project Management Support	16000203	Jerry Colburn (760) 815-2103	TBD per TO
Anchor Engineering - Project Management Support	91	Chris Coles (925) 385-0950	TBD per TO
DDA - Goodwill Appraisal Services	39212/1752252	Donna Desmond (310) 475-1114	TBD per TO
Coffman Land - Survey and GIS Support Services	2015966	Rick Coffman (760) 216-8050	TBD per TO
Guida Surveying Inc. - Survey and GIS Services	26277	Bernie McInally 949-777-2000	TBD per TO
Hodges Lacey & Associates - FFM&E	2003669	Richard Hodges (310) 528-0608	TBD per TO
<b>SANDAG to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION AT PROPOSAL STAGE</b>	TBD per TO %
17. SANDAG Contract Number: _____			
18. Federal-Aid Project Number: _____			
19. Proposed Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
SANDAG certifies that all DBE certifications are valid and information on this form is complete and accurate.		October 30, 2019	
20. SANDAG Representative's Signature	21. Date	12. Preparer's Signature  Renee Baur	13. Date (916) 978-4900
22. SANDAG Representative's Name	23. Phone	14. Preparer's Name	15. Phone

DISTRIBUTION: Original – Included with consultant's proposal to SANDAG.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

L. REQUIRED CERTIFICATIONS

DISADVANTAGED BUSINESS ENTERPRISE GOAL CERTIFICATION

RFP No. 5003270

Bender Rosenthal Incorporated (BRI)

Consultant Name

DBE goals for SANDAG Task Orders will be established on a Task Order basis on this procurement due to the difficulty of predicting the type of funding to be used and the exact work that will eventually be awarded to consultants. The specific Task Order DBE goal will be established based on the estimated dollar value, funding sources, scope of work, and subcontracting opportunities of each Task Order.

It is understood and agreed by Consultant that it has carefully examined all documents that form the RFP and acknowledges that the DBE Task Order goals for each Task Order with federal funding issued by SANDAG on this procurement are estimated to range between 0.00 percent to 5.50 percent, but a specific goal percentage will be determined by SANDAG for each Task Order within this range.

Consultant further commits to meet or exceed the established DBE Task Order goals for each Task Order (inclusive of all amendments, modifications, options, and change orders). Consultant understands that if it cannot commit to meet or exceed the DBE goal or provide adequate Good Faith Effort documentation for a particular SANDAG Task Order, it will not be awarded the Task Order.

In fulfilling the Consultant's commitment to meet or exceed the established DBE participation goal and Task Order DBE commitments made, Consultant will adhere to all DBE specified provisions set forth in the solicitation, governing regulations 49 CFR 26 or the Agreement or any Special Provisions that result therefrom.

Name of Firm: Bender Rosenthal Incorporated (BRI)

Printed Name: Renee Baur

Title: Vice President

October 30, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE PART 1

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

[Empty rectangular box for explanation]

Name of Firm: Gateway Pacific Management, Inc.

Printed Name: Traci Stephens

Title: President

Traci Stephens 10/14/19

Signature

Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2**

**Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has  has not

(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to "bidder").

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Gateway Pacific Management, Inc.

Printed Name: Traci Stephens

Title: President

Traci Stephens

10/14/19

Signature

Date



L. REQUIRED CERTIFICATIONS

**PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY**

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

**PART A**

(To be completed by each subconsultant)

Gateway Pacific Management, Inc. (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Gateway Pacific Management, Inc.

Printed Name: Traci Stephens

Title: President

Signature: *Traci Stephens* Date: 10/14/18

**PART B**

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:

Printed Name:

Title:

Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by- or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
- D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 14 day of Oct 2019.

Name of Firm: Gateway Pacific Management, Inc.

Printed Name: Traci Stephens

Title: President

Traci Stephens  
Signature

10/14/19  
Date

L. REQUIRED CERTIFICATIONS

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:          Year: _____ Quarter: _____          Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____          Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>	
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature _____          Print Name _____          Title _____</p> <p>Phone No. (     )     Date</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Gateway Pacific Management, Inc.

Printed Name: Traci Stephens

Title: President

Traci Stephens

10/14/19

Signature

Date

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE PART 1

### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: CZ Land, LLC

Printed Name: Cynthia Colburn

Title: President

Cynthia Colburn 10-11-19  
Signature Date

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has  has not
(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to "bidder").

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: C2 Land, LLC
Printed Name: Cynthia Colburn
Title: President
Cynthia Colburn
Signature Date 10-11-19

L. REQUIRED CERTIFICATIONS

**PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY**

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

**PART A**

(To be completed by each subconsultant)

C2 Land, LLC (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: C2 Land, LLC  
Printed Name: Cynthia Colburn  
Title: President  
Cynthia Colburn 10-11-19  
Signature Date

**PART B**

(To be completed by the Proposer if no subconsultants are listed)

\_\_\_\_\_ (Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by- or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
- D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 11<sup>th</sup> day of Oct. 2019

Name of Firm: C2 Land, LLC

Printed Name: Cynthia Colburn

Title: President

Cynthia Colburn Signature Date 10-11-19



L. REQUIRED CERTIFICATIONS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  a. Initial filing For Material Change Only: Year: _____ Quarter: _____ Date of last report: 11
4. Name and address of Reporting Entity CZ Land, LLC 1475 Avenida La Posta, Encinitas, CA 92024 <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime Bender Rosenthal Inc. 303 North Glencaks Blvd, Ste. 200 Burbank, CA 91502	
6. Federal Department/Agency N/A	7. Federal Program Name/Description CFDA Number, if applicable: N/A	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$0.00 N/A	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) N/A	10b. Individuals Performing Services (including address if different from #10a) N/A	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$0.00 <input type="checkbox"/> actual <input type="checkbox"/> planned N/A	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee N/A <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____ N/A		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: N/A		
15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature <u>Cynthia Colburn</u> Print Name <u>Cynthia Colburn</u> Title <u>President</u>  Phone No. <u>760 (815) 2103</u> Date <u>10/11/19</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

L. REQUIRED CERTIFICATIONS

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: CZ Land, LLC  
 Printed Name: Cynthia Colburn  
 Title: President  
Cynthia Colburn 10-11-19  
 Signature Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE PART 1**

**Public Contract Code Section 10162 Questionnaire**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: AnchorCM

Printed Name: Christopher Coles, P.E., CCM

Title: President



October 14, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2**

**Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has       has not  
(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: AnchorCM

Printed Name: Christopher Coles, P.E., CCM

Title: President

October 14, 2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

AnchorCM (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: AnchorCM

Printed Name: Christopher Coles P.E., CCM

Title: President

[Handwritten Signature]

October 14, 2019

Signature

Date

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:

Printed Name:

Title:

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 14 day of Oct 2019 .

Name of Firm: AnchorCM

Printed Name: Christopher Coles, P.E., CCM

Title: President



Signature


October 14, 2019

Date

# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:          Year: _____ Quarter: _____          Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee          Tier _____, if known: _____          Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>		<p>10b. Individuals Performing Services (including address if different from #10a)</p>
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature </p> <p>Print Name <u>Christopher Coles, P.E., CCM</u>          Title <u>President</u></p> <p>Phone No. ( <u>510</u> ) <u>393-5112</u> Date <u>October 14, 2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: AnchorCM  
Printed Name: Christopher Coles, P.E., CCM  
Title: President

 October 14, 2019  
Signature Date



# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE PART 1

### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

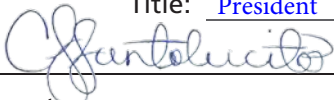
Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: Santolucito Doré Group, Inc.

Printed Name: Christine S. Santolucito

Title: President

 10/23/2019  
Signature Date

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has       has not

(must check one)

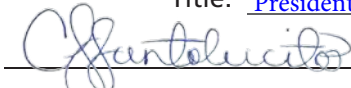
been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Santolucito Doré Group, Inc.

Printed Name: Christine Santolucito

Title: President



Signature

10/23/2019

Date

L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

Santolucito Doré Group, Inc. (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Santolucito Doré Group, Inc.
Printed Name: Christine S. Santolucito
Title: President

Signature [Handwritten Signature] Date 10/23/2019

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:
Printed Name:
Title:

Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by- or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 23 day of October 20 19 .

Name of Firm: Santolucito Doré Group, Inc.

Printed Name: Christine S. Santolucito

Title: President

Handwritten signature of Christine S. Santolucito

10/23/2019


Signature

Date

# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee  Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <b>\$0.00</b></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply): <b>None</b>  <b>\$0.00</b> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u></u>  Print _____  Name <u>Christine Santolucito</u>  Title <u>President</u></p> <p>Phone No. ( <u>951</u> ) <u>225-3500</u> Date <u>10/23/2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

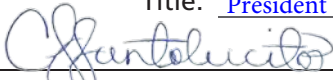
been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Santolucito Doré Group, Inc.

Printed Name: Christine S. Santolucito

Title: President



10/23/2019

Signature

Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE PART 1**

**Public Contract Code Section 10162 Questionnaire**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: Desmond, Marcello & Amster, LLC

Printed Name: Madeleine Mamaux, ASA, CFA

Title: Partner



10/4/2019

Signature

Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2**

**Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has             has not

*(must check one)*

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Desmond, Marcello & Amster, LLC

Printed Name: Madeleine Mamaux, ASA, CFA

Title: Partner



10/4/2019

Signature

Date



L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

Desmond, Marcello & Amster, LLC (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Desmond, Marcello & Amster, LLC
Printed Name: Madeleine Mamaux, ASA, CFA
Title: Partner

Handwritten signature

10/4/2019

Signature

Date

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:
Printed Name:
Title:

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by- or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 4th day of Oct. 2019 .

Name of Firm: Desmond, Marcello & Amster, LLC

Printed Name: Madeleine Mamaux, ASA, CFA

Title: Partner

Handwritten signature of Madeleine Mamaux

10/4/2019

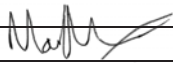
Signature

Date

# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input checked="" type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input checked="" type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>1/1</u></p>
<p>4. Name and address of Reporting Entity  Desmond, Marcello &amp; Amster, LLC  6060 Center Dr, Ste 825, Los Angeles, CA 90045</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p> <p>Bender Rosenthal Inc.  303 N Glenoaks Blvd, Ste 200  Burbank, CA 91502</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center; font-size: 24pt;"><b>NO LOBBYING ACTIVITIES TO REPORT</b></p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature </p> <p>Print Name <u>Madeleine Mamaux</u>  Title <u>Partner</u></p> <p>Phone No. <u>( 424 ) 207-5884</u> Date <u>10/9/2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

# L. REQUIRED CERTIFICATIONS

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it


has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Desmond, Marcello & Amster, LLC

Printed Name: Madeleine Mamaux, ASA, CFA

 Title: Partner

10/4/2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE PART 1

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

[Empty rectangular box for explanation]

Name of Firm: Hodges Lacey & Associates

Printed Name: Richard Hodges

Title: Partner

Signature [Handwritten Signature]

Date 10/25/2019

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2**

**Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has  has not

(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Hodges Lacey & Associates

Printed Name: Richard Hodges

Title: Partner

Signature 

Date 10/25/2019

L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

Hodges Lacey & Associates (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Hodges Lacey & Associates
Printed Name: Richard Hodges
Title: Partner

Signature [Handwritten Signature] Date 10/25/2019

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:
Printed Name:
Title:

Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

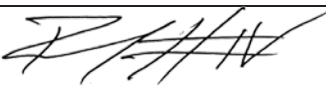
B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 10/25 day of 2019 ~~20~~ .

Name of Firm: Hodges Lacey & Associates \_\_\_\_\_  
 Printed Name: Richard Hodges \_\_\_\_\_  
 Title: Partner \_\_\_\_\_

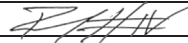
Signature  Date 10/25/2019



# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p>Hodges Lacey &amp; Associates</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u></u>  Print _____  Name <u>Richard Hodges</u>  Title <u>Partner</u></p> <p>Phone No. _____ ( 310-528)0608 Date <u>10/25/2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

# L. REQUIRED CERTIFICATIONS

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Hodges Lacey & Associates  
Printed Name: Richard Hodges  
Title: Partner

Signature 

Date 10/25/2019

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE PART 1

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

[Empty rectangular box for explanation]

Name of Firm: Donna Desmond Associates

Printed Name: Donna Desmond

Title: President

Signature: Donna Desmond Date: 9/30/2019

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has             has not

(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to "bidder").

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Donna Desmond Associates

Printed Name: Donna Desmond

Title: President

*Donna Desmond*

9/30/2019

Signature

Date

# L. REQUIRED CERTIFICATIONS

## PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

**PART A**

(To be completed by each subconsultant)

Donna Desmond Associates (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Donna Desmond Associates

Printed Name: Donna Desmond

Title: President

Donna Desmond 9/30/2019  
Signature Date

**PART B**

(To be completed by the Proposer if no subconsultants are listed)

\_\_\_\_\_ (Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 30th day of Sept 2019 .

Name of Firm: Donna Desmond Associates

Printed Name: Donna Desmond

Title: President

Donna Desmond 9/30/2019  
Signature Date

# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input checked="" type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input checked="" type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:          Year: _____ Quarter: _____          Date of last report: <u>LL</u></p>
<p>4. Name and address of Reporting Entity</p> <p>Donna Desmond Associates          265 S. Beverly Glen Blvd. Los Angeles, CA 90024  <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____          Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p> <p>Bender Rosenthal</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;">NONE</p>	
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u>Donna Desmond</u>          Print Name <u>Donna Desmond</u>          Title <u>President</u></p> <p>Phone No. <u>( 310 )702-5757</u> Date <u>10/7/2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Donna Desmond Associates

Printed Name: Donna Desmond

Title: President

Donna Desmond 9/30/2019
Signature Date



# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE PART 1

### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

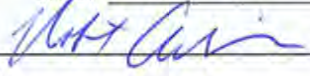
Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: Jones Roach & Caringella, Inc.

Printed Name: Robert Caringella

Title: V.P.

 10-24-19  
Signature Date

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has  has not

(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to "bidder").

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Jones Roach & Caringella, Inc.

Printed Name: Robert Caringella

Title: V.P.

Signature: [Handwritten Signature] Date: 10-24-19

Signature

Date

L. REQUIRED CERTIFICATIONS

**PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY**

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

**PART A**

(To be completed by each subconsultant)

Jones Roach & Caringella, Inc. (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Jones Roach & Caringella, Inc.

Printed Name: Robert Caringella

Title: Vice President

Signature: *Robert Caringella* Date: 10-24-19

**PART B**

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:

Printed Name:

Title:

Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this \_\_\_\_ day of \_\_\_\_ 20 .

Name of Firm: Jones Roach & Caringella, Inc.

Printed Name: Robert Caringella

Title: V.P.

*Robert Caringella*

10-24-19

Signature

Date

L. REQUIRED CERTIFICATIONS

DISCLOSURE OF LOBBYING ACTIVITIES

N/A

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change a. initial filing For Material Change Only: Year: _____ Quarter: _____ Date of last report: <u>11</u>
4. Name and address of Reporting Entity  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime
6. Federal Department/Agency		7. Federal Program Name/Description  CFDA Number, if applicable: _____
8. Federal Action Number, if known _____		9. Award Amount, if known: \$ <u>0.00</u>
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)		10b. Individuals Performing Services (including address if different from #10a)
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ <u>0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply); <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature _____ Print Name <u>ROBERT CARINGEZ</u> Title <u>VICE PRES</u>  Phone No. <u>858 565-2400</u> Date <u>10-24-19</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

L. REQUIRED CERTIFICATIONS

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Jones Roach & Caringella, Inc

Printed Name: Robert Caringella

Title: V.P.

*[Handwritten Signature]*

10-24-09

Signature

Date

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE PART 1

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

[Empty rectangular box for explanation]

Name of Firm: KERAMIDA Inc.

Printed Name: Willis "Mack" Overton

Title: Vice President, EHS Compliance Services

*Mack Overton*

10/16/2019

Signature

Date

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has             has not

(must check one)

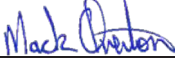
been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: KERAMIDA Inc.

Printed Name: Willis "Mack" Overton

Title: Vice President, EHS Compliance Services

 10/16/2019  
Signature Date



L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

KERAMIDA ENVIRONMENTAL, INC. dba KERAMIDA, INC. (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: KERAMIDA ENVIRONMENTAL, INC. dba KERAMIDA Inc.

Printed Name: Willis "Mack" Overton

Title: Vice President, EHS Compliance Services

Mack Overton

10/16/2019

Signature

Date

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:

Printed Name:

Title:

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 16 day of October 2019 .

Name of Firm: KERAMIDA Inc.

Printed Name: Willis "Mack" Overton

Title: Vice President, EHS Compliance Services

*Mack Overton*

10/16/19

Signature

Date

## L. REQUIRED CERTIFICATIONS

This Disclosure of Lobbying Activities is not applicable to KERAMIDA Inc.

### DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: \$<u>0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>	
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u>Mack Overton</u>  Print _____  Name <u>Willis "Mack" Overton</u>  Title <u>Vice President, EHS Compliance Services</u></p> <p>Phone No. ( 317 ) 914-5757    Date 10/16/19</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

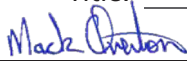
been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: KERAMIDA, Inc.

Printed Name: Willis "Mack" Overton

Title: Vice President, EHS Compliance Services

 10/16/2019  
Signature Date

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE PART 1

### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: Rincon Consultants, Inc  
Printed Name: Torin R. Snyder, PG, CHG, ToR QSD/P, CPSS,  
Title: Principal



10/16/19

Signature

Date

L. REQUIRED CERTIFICATIONS

**PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2**

**Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has       has not  
(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Rincon Consultants, Inc.  
Printed Name: Torin R. Snyder, PG, CHG, ToR QSD/P, CPSS,  
Title: Principal



10/16/2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

Rincon Consultants, Inc (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Rincon Consultants, Inc
Printed Name: Torin R. Snyder, PG, CHG, ToR QSD/P, CPSS
Title: Principal
Signature: [Handwritten Signature] Date: 10/16/2019

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:
Printed Name:
Title:
Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by- or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 16 day of October 2019 .

Name of Firm: Rincon Consultants, Inc

Printed Name: Torin R. Snyder, PG, CHG, ToR QSD/P, CPSS

Title: Principal



10/16/19

Signature

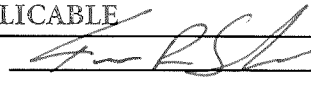
Date



L. REQUIRED CERTIFICATIONS

DISCLOSURE OF LOBBYING ACTIVITIES NOT APPLICABLE

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only: Year: _____ Quarter: _____ Date of last report: <u>  /  /  </u></p>
<p>4. Name and address of Reporting Entity <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____ Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime <b>NOT APPLICABLE</b></p>
<p>6. Federal Department/Agency <b>NOT APPLICABLE</b></p>	<p>7. Federal Program Name/Description <b>NOT APPLICABLE</b> CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known <b>NOT APPLICABLE</b></p>		<p>9. Award Amount, if known: <b>\$0.00</b></p>
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) <b>NOT APPLICABLE</b></p>	<p>10b. Individuals Performing Services (including address if different from #10a) <b>NOT APPLICABLE</b></p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply): <b>\$0.00</b>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply); <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:</p>	<p>12. Form of Payment (check all that apply): <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <b>NOT APPLICABLE</b></p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <b>NOT APPLICABLE</b></p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u></u> Print Name <u>Torin R. Snyder, PG, CHG, ToR QSD/P, CPSS</u> Title <u>Principal</u></p> <p>Phone No. (    )      Date</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

# L. REQUIRED CERTIFICATIONS

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Rincon Consultants, Inc. \_\_\_\_\_

Printed Name: Cayla Farrington \_\_\_\_\_

Title: Compensation and Benefits Administrator \_\_\_\_\_



Signature

10/15/2019

Date

# L. REQUIRED CERTIFICATIONS

## Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: COFFMAN LAND CONSULTING, INC.

Printed Name: RICHARD COFFMAN

Title: PRESIDENT

Signature:  Date: 10/16/2019

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has  has not  
(must check one)

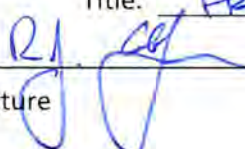
been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to "bidder").

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: COFFMAN LAND CONSULTING, INC.

Printed Name: RICHARD J. COFFMAN

Title: PRESIDENT

Signature: 

Date: 10/16/2019

L. REQUIRED CERTIFICATIONS

**PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY**

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

COFFMAN LAND CONSULTING, INC. (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: COFFMAN LAND CONSULTING, INC.

Printed Name: RICHARD J. COFFMAN

Title: PRESIDENT

[Signature] 10/16/2019  
Signature Date

PART B

(To be completed by the Proposer if no subconsultants are listed)

\_\_\_\_\_ (Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 16 day of Oct. 2019 .

Name of Firm: COFFMAN LAND CONSULTING, INC.

Printed Name: RICHARD J. COFFMAN

Title: PRESIDENT

Signature [Handwritten Signature]

Date 10/16/2019

# L. REQUIRED CERTIFICATIONS

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:          Year: _____ Quarter: _____          Date of last report: <u>LL</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____          Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p><u>\$0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u>R.J. Coffman</u>          Print Name <u>Richard J. Coffman</u>          Title <u>PRESIDENT</u></p> <p>Phone No. <u>(760) 520-4340</u> Date <u>10/16/19</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

L. REQUIRED CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: COFFMAN LAND CONSULTING, INC.

Printed Name: RICHARD J. COFFMAN

Title: PRESIDENT

Signature: [Handwritten Signature] Date: 10/16/2019



L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE PART 1

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space below.

[Empty rectangular box for explanation]

Name of Firm: Guida Surveying, Inc.

Printed Name: Bernie McNally

Title: Executive Vice President



10/24/19

Signature

Date

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer’s failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

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In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has       has not

(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “Proposer” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to “bidder”).

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Guida Surveying, Inc.

Printed Name: Bernie McNally, PLS

Title: Executive Vice President



10/25/19

Signature

Date

# L. REQUIRED CERTIFICATIONS

## PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

### PART A

(To be completed by each subconsultant)

Guida Surveying, Inc. (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Guida Surveying, Inc.

Printed Name: Bernie McNally

Title: Executive Vice President



10/25/19

Signature

Date

### PART B

(To be completed by the Proposer if no subconsultants are listed)

\_\_\_\_\_ (Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature

Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 24 day of Oct 20 19 .

Name of Firm: Guida Surveying, Inc.

Printed Name: Bernie McInally

Title: Executive Vice President



10/24/19

Signature


Date

# L. REQUIRED CERTIFICATIONS

Not applicable to Guida Surveying, Inc.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>1/1</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u></u>  Print Name <u>Bernie McNally</u>  Title <u>Executive Vice President</u></p> <p>Phone No. <u>( 949 ) 777-2000</u> Date <u>10/24/19</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

# L. REQUIRED CERTIFICATIONS

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Guida Surveying, Inc.

Printed Name: Bernie McInally

Title: Executive Vice President

 10/24/19

Signature

Date

# L. REQUIRED CERTIFICATIONS

## PUBLIC CONTRACT CODE PART 1

### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding or proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

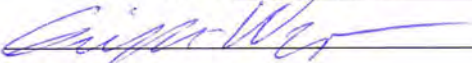
Yes  No

If the answer is yes, explain the circumstances in the space below.

Name of Firm: Commonwealth Land Title Company

Printed Name: Griffin Wayne

Title: Vice President



10/01/2019

Signature

Date

L. REQUIRED CERTIFICATIONS

PUBLIC CONTRACT CODE SECTION STATEMENTS PART 2

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which ordered the Proposer to comply with an order of the National Labor Relations Board.

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer hereby declares under penalty of perjury under the laws of the State of California that the Proposer

has  has not
(must check one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as well as any subconsultant, as referred to in Public Contract Code Section 10285.1 (reference to "bidder").

The above statement is part of the proposal. Signing the proposal on the signature portion thereof shall also constitute signature of this statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm: Commonwealth Land Title Company

Printed Name: Griffin Wayne

Title: Vice President

Handwritten signature of Griffin Wayne

10/01/2019

Signature

Date



L. REQUIRED CERTIFICATIONS

PART 4 – SUBCONSULTANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subconsultant)

Commonwealth Land Title Company (Name of Subconsultant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subconsultant is unable to certify any of the statements in the certification, such subconsultant shall attach an explanation with this form.

The subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Firm: Commonwealth Land Title Company

Printed Name: Griffin Wayne

Title: Vice President

Signature: [Handwritten Signature] Date: 10/1/2019

PART B

(To be completed by the Proposer if no subconsultants are listed)

(Name of Proposer) certifies that it has no listed subconsultants in its Proposal.

Name of Firm:

Printed Name:

Title:

Signature Date

L. REQUIRED CERTIFICATIONS

PART 5 – CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Proposer certifies to the best of his or her knowledge and belief that:

- 1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Proposer, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this 10th day of October 2019 .

Name of Firm: Commonwealth Land Title Company

Printed Name: Griffin Wayne

Title: Vice President



10/10/2019

Signature

Date

L. REQUIRED CERTIFICATIONS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>a. initial filing For Material Change Only:  Year: _____ Quarter: _____  Date of last report: <u>11</u></p>
<p>4. Name and address of Reporting Entity</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: _____  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is sub-awardee, enter name and address of Prime</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award Amount, if known: <u>\$0.00</u></p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b. Individuals Performing Services (including address if different from #10a)</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):  <u>\$0.00</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply);</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>	
<p>15. Continuation Sheets SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature <u>Griffin Wayne</u>  Print _____  Name <u>Griffin Wayne</u>  Title <u>Vice President</u></p> <p>Phone No. <u>( 714 ) 749-0036</u> Date <u>10/10/2019</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

# L. REQUIRED CERTIFICATIONS

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Consultant hereby certifies that it

has  has not

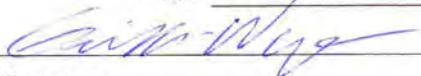
been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm: Commonwealth Land Title Company

Printed Name: Griffin Wayne

Title: Vice President



10/10/2019

Signature

Date

**EXHIBIT F**  
**POLICY 44C TRAVEL GUIDELINES FOR CONTRACTORS**



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
(619) 231-1466 • FAX (619) 234-3407

## Travel Guidelines Applicable to MTS Contractors

No. 44-C

**SUBJECT:**

TRAVEL EXPENSE GUIDELINES APPLICABLE TO MTS CONTRACTORS

**PURPOSE:**

To provide travel expense guidelines for MTS Contractors in accordance with MTS policies.

**GUIDELINE:**

- 44.1 Contractors. This policy applies to all MTS Contractors and their subcontractors or authorized agents when travel expenses are stated as a line item with a prospective or current Contractors' quote, bid, proposal, or other offering. These guidelines are not intended to imply or authorize additional travel related not expressly authorized in a contract with MTS. The following expense guidelines apply to any requests for travel reimbursement submitted to MTS with a Contractor's invoice. All travel related expenses intended to be invoiced to MTS should have written approval or agreement with MTS prior to incurring such expenses.
- 44.2 Expense Report. Invoices including requests for travel reimbursement shall include an expense report for the travel expenses incurred and billed to MTS.  
  
All expenses should be itemized, including items the Contractor may have paid for in advance (e.g., airfare, or other travel expenses) so that the report provides a complete record of all expenses.
- 44.3 Receipts. Itemized receipts for expenditures must be attached to the Expense Report for all expenses where a receipt is practically attainable (mandatory, unless a written satisfactory explanation is provided for expenses in excess of \$10). Such written explanations may be subject to review and approval of MTS. Hotel charges must be evidenced by an itemized hotel bill. A credit card receipt is not sufficient.
- 44.4 The following expenditure guidelines should be observed as upper limits unless particular circumstances reasonably dictate otherwise, and prior MTS approval is obtained:
  - a. Upper Limits. Upper limits for meals, hotels, and similar costs will be updated annually (Exhibit A, Annual Travel Cost Rates). The same rates apply to MTS employee travel.



- b. Air Travel. Air travel is to be coach class for the most direct route. Travelers are encouraged to take advantage of the minimum 14-day advance ticket pricing.
- c. Personal Auto Use. In the event that a private auto is used for the trip, mileage will be paid in accordance with the current IRS Mileage Reimbursement Rates. Maximum reimbursement shall not exceed the cost of a comparable coach airfare to the same location.
- d. Ground Transportation. Contractors are encouraged to utilize public transportation where available.
- e. Parking. MTS will reimburse the lesser of the parking cost for a personal auto left at the airport or the cost of a shuttle service or cab to and from the airport.
- f. Rental Car. In the event a rental car is required, MTS will only reimburse for the least expensive compact-size vehicle. MTS will not reimburse for rental car insurance coverage.
- g. Meals (While in Travel Status). Meals, including tip, shall generally average no more than the maximum rate approved and published annually in Exhibit A. **Alcohol consumed with a meal is not reimbursable.** The amount per day applies to each 24-hour day of travel.
- h. Hotel. Travelers will be reimbursed for the cost of a moderate and reasonably priced single-occupancy hotel room. The maximum reimbursement is limited to the rate approved and published annually in Exhibit A.
- p. Cancellation Penalties. In the event a Contractor representative is unable to travel and nonrefundable travel payments have been made, the Contractor is responsible for all prepaid deposits or cancellation penalties for airfare, hotel deposit, or any other such items, unless the inability to travel/attend is the result of a late cancellation or schedule change by MTS.
- q. Nonallowable Expenses. MTS will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, movies in hotels, personal items, charitable contributions, air travel insurance, or any other expenses not deemed necessary for business purposes.

MTS will not provide reimbursement for expenses incurred for the purpose of attending political events. An event shall be considered "political" if it is held for the purpose of supporting, opposing, or raising money to support or oppose any candidate, ballot measure, or political party.

MTS will not provide any reimbursement for expenses incurred with any private club that discriminates on the basis of race, gender, religion, sexual orientation, or other invidious criteria in its membership policy.

**EXHIBIT A****ANNUAL TRAVEL COST  
RATES CALENDAR YEAR 2021**

Hotel Maximum (quoted price – not including taxes or fees)

Small / Medium U.S. Cities	\$170.00
Large U.S. Cities / International	\$220.00

Average Daily Meal Maximum

Small / Medium U.S. Cities	\$65.00
Large U.S. Cities / International	\$80.00

Mileage Reimbursement Rate

As set by the IRS, effective January 1, 2020 per mile	\$0.56
--	--------

**NOTES:**

- These are maximum rates. A higher cap may be obtained if pre-authorized by the CEO. Rates must be reasonable and necessary under the circumstances and will customarily be lower.
- Meal caps are detailed out below, with an overall daily cap of \$65.00 for Small / Medium U.S. Cities and \$80.00 for Large U.S. Cities / International.
  - Breakfast - \$20.00
  - Lunch - \$25.00
  - Dinner - \$50.00
- If a conference registration fee covers meals, employees are to participate in those meals.
- Small / Medium U.S. Cities are defined for this rate structure as those with less than 1 million persons in the metropolitan area.  
  
Large U.S. Cities are defined for this rate structure as those with more than 1 million persons in the metropolitan area.
- The Mileage Rate is directly tied to the rate set by the IRS and will be revised more frequently than annually if done so by the IRS.

POLICY.44.TRAVEL EXPENSE POLICY  
Attachments: Annual Travel Cost Rates Original  
Guideline approved on January 19, 2021. Revised  
on January 19, 2021



**PARTIAL ASSIGNMENT 1 OF THE  
SAN DIEGO ASSOCIATION OF GOVERNMENT'S  
SOLICITATION CAPACITY FOR  
ON-CALL APPRAISAL AND GENERAL RIGHT OF WAY MANAGEMENT SERVICES  
TO SAN DIEGO'S METROPOLITAN TRANSIT SYSTEM (MTS) -S895137, AM 1 (S934080)**

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THIS AMENDMENT 1 to PARTIAL ASSIGNMENT 1 of solicitation capacity for On-Call Appraisal and General Right of Way Services (herein after "Assignment") is made and entered into, between the San Diego Association of Governments (SANDAG), a public agency (hereinafter "Assignor"), Metropolitan Transit System (MTS), a public agency (hereinafter "Assignee").

WHEREAS, when Assignor solicited proposals for On-Call Appraisal and Right of Way Management Services that are subject to Assignment, the solicitation (Request for Proposals [RFP] 5003270) included sufficient capacity and language permitting assignment to Assignee of a portion of the solicitation capacity.

WHEREAS, as a result of the RFP Assignor entered into Appraisal and General Right-of-Way Management Services Agreements with Epic Land Solutions, Inc (SANDAG Agreement 5003271) & Bender Rosenthal Inc (SANDAG Agreement 5003272), as well as Appraisal Services Agreements with CBRE Valuation & Advisory Services (SANDAG Agreement 5003273), The Recht & Recht Company (SANDAG Agreement 5003274) and Hendrickson Appraisal Company, Inc (SANDAG Agreement 5003275), hereinafter "Third-Party Consultants."

NOW THEREFORE, the parties agree as follows:

1. On 10/18/2021, Assignor executed Partial Assignment 1 to Assignee in the amount of \$100,000.
2. Assignor hereby assigns, transfers, and sets over unto Assignee an additional \$200,000 portion of Assignor's interest in its solicitation capacity for On-Call Appraisal and Right of Way Management Services, a copy of which is incorporated herein by reference, for a total amount of \$300,000.
3. Assignee hereby: (i) accepts the partial assignment of Assignor's solicitation capacity for the On-Call Appraisal and Right of Way Management Services.
4. Assignor confirms that it procured the Third-Party Consultants in compliance with its competitive procurement policies and applicable Federal Transit Administration procurement laws. Assignor makes no warranty, representation, guarantee, covenant, or averment of any nature whatsoever concerning SANDAG RFP No. 5003270 and resulting Contracts 5003271, 5003272, 5003273, 5003274 & 5003275.
5. Any Agreement issued by Assignee to one of the Third-Party Consultants shall be issued by Assignee and be between Assignee and the Third-Party Consultant. Assignor shall not be a direct or indirect party to any resulting transaction, contract or agreement between the Assignee and the Third-Party Consultants that may reference Assignor's RFP documents. Assignor assumes no responsibility or liability for any contractual and/or financial obligation nor any other liability whatsoever that may result from the use of the terms and conditions in Assignor's documents in Assignee's third-party agreements.

6. This Assignment may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the last date a party to the Assignment provides an electronic signature below.

Assignor:

San Diego Association of Governments

Assignee:

Metropolitan Transit System

_____	_____	_____	_____
<b>Sharon Humphreys</b>	<b>Date</b>	<b>Sharon Cooney</b>	<b>Date</b>
<b>Director of Engineering and Construction</b>		<b>Chief Executive Officer</b>	

Approved as to form:

Approved as to form:

_____	_____	_____	_____
<b>Office of the General Counsel</b>	<b>Date</b>	<b>Office of the General Counsel</b>	<b>Date</b>

DRRAFT



**Metropolitan  
Transit  
System**

## Amendment 1

Effective Date: December 16, 2021

MTS Doc No. G2541.1-22

### ON-CALL APPRAISAL AND GENERAL RIGHT-OF-WAY (ROW) MANAGEMENT SERVICES

Bender Rosenthal Incorporated  
Dave Wraa  
President  
750 B Street, Suite 3130  
San Diego, CA 92101

This shall serve as Amendment No.1 to the original agreement G2541.0-22 as further described below.

#### SCOPE

There shall be no change to the Scope of Work as a result of this amendment.

#### SCHEDULE

There shall be no change to the schedule as a result of this amendment.

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000.00. The total value of this contract, including this amendment, shall be in the amount of \$300,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

\_\_\_\_\_  
Sharon Cooney, Chief Executive Officer

\_\_\_\_\_  
Dave Wraa, President  
Bender Rosenthal Incorporated

Date: \_\_\_\_\_





# Agenda Item No. 21

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

December 16, 2021

**SUBJECT:**

**CENTRALIZED TRAIN CONTROL (CTC) SYSTEM MAINTENANCE AGREEMENT – SOLE SOURCE CONTRACT AWARD**

**RECOMMENDATION:**

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

- 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1607.0-22, a Sole Source agreement (in substantially the same format as Attachment A), with ARINC Incorporated, a part of Collins Aerospace (Collins), in the amount of \$1,568,916.00 for the provision of CTC System Maintenance Services (Attachment B) for five (5) years effective January 1, 2022; and
- 2) Authorize the CEO to execute Work Order Agreement No. 1 (WOA No. 1) to MTS Doc. No. L1607.0-22, with Collins, in an amount not-to-exceed \$452,000.00 (in substantially the same format as Attachment C).

Budget Impact

The total budget for this project shall not exceed \$2,020,916.00. This project is funded by the following:

Program	Budget Account	Amount
Information Technology (IT)	661010-571250	\$1,568,916.00
CTC Substation	2008101301	\$ 452,000.00
<b>Total:</b>		<b>\$2,020,916.00</b>

Board Approval Date	Date Issued	Document	Description	Amount
12/16/21	TBD	Agreement	CTC System Maintenance	\$1,568,916.00
12/16/21	TBD	WOA #1	Various System Integrations	\$452,000.00
<b>Total Board Approval Amount</b>				<b>\$2,020,916.00</b>



DISCUSSION:

In December 2007, after a competitive Request for Proposals, the San Diego Association of Governments (SANDAG) entered into Agreement No. 5000786 with ARINC Inc., to design, fabricate, install, integrate, implement and test all hardware, software, components and subsystems of the CTC System over multiple phases. Each phase had warranty and maintenance services to ensure the system ran smoothly. The last phase was entered into January 1, 2017 and terminates December 31, 2021. As these services relate more to MTS's ongoing operations as opposed to new regional projects managed by SANDAG, MTS and SANDAG have agreed to transfer these contractual oversight responsibilities to MTS. Funding for such activities has historically been provided by MTS.

Today's proposed action would authorize MTS to award a Sole Source agreement to Collins to continue maintenance of the CTC System project. The project will continue to track trains, dispatch, security, and control systems for MTS Rail Operations. The project will include maintenance of all Collins-developed licensed software, patches, bug-fixes, and updates required to maintain original software capabilities.

In the interest of economy, efficiency, and project knowledge, MTS wishes to continue its engagement with Collins as a logical follow-on to work that is already in progress considering that Collins has gained extensive knowledge of the CTC System, is using its proprietary software, and it is not expected that a separate competitive procurement will be of benefit to the agency.

With today's proposed action, effective January 1, 2022, MTS will enter into Agreement No. L1607.0-22 with Collins for CTC system maintenance services on the Blue Line, Green Line and Orange Lines. Collins' proposal for five (5) years is \$1,568,916.00. Staff deems this cost fair and reasonable by a comparison of SANDAG's past historical costs, an increase of 3% annually.

During the new contract term, circumstances may require some unanticipated work such as new systems, maintenance obligations or integration of new MTS projects into current systems. When the need arises, MTS will provide Collins with the specifics of the services, and Collins will submit a proposal to MTS to perform such work using the negotiated rates. Once the proposal is approved by MTS, both parties will execute the WOA and Collins will begin the work. The WOA rates will be firm and fixed for its duration, and any subsequent amendments to the WOA. Individual or cumulative WOAs exceeding the MTS CEO's authority (\$100,000.00) will be brought to the Board for approval.

SANDAG task orders that will remain open after January 1, 2022 will be transferred to MTS as WOA No. 1. These include system services for Beech St. Deployment & Cutover; Blue Line TPSS F St. & 24th St. Integration; Commercial St. Switch 9 & 11 Interface; Blue Line Siemens S7 Upgrades; and San Ysidro TPSS to the Blue Line TPSS Replacement. MTS has reviewed the Collins cost proposal for WOA No. 1, deliverables, schedule, and specific requirements and deemed the not-to-exceed cost of \$452,000.00 to be fair and reasonable by comparison to MTS Independent Cost Estimate at \$456,000.00.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Authorize the CEO to execute MTS Doc. No. L1607.0-22, a Sole Source agreement, (in substantially the same format as Attachment A) with Collins, in the amount of

\$1,568,916.00 for the provision of CTC System Maintenance Services (Attachment B) for five (5) years effective January 1, 2022; and

- 2) Authorize the CEO to execute WOA No. 1 to MTS Doc. No. L1607.0-22, with Collins, in an amount not-to-exceed \$452,000.00 (in substantially the same format as Attachment C).

/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. L1607.0-22  
B. Scope of Work and Pricing  
C. Draft WOA No. 1



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. L1607.0-22

### CENTRALIZED TRAIN CONTROL MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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: ARINC Incorporated, a part of Collins Aerospace, herein referred to as "Collins" Address: 2151 Riva Road

Annapolis MD 21401  
City State Zip

Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: Regan.rishel@collins.com

Telephone: 1 (410) 266 2076

Authorized person to sign contracts: Regan Rishel Sr. Manager, Contracts  
Name Title

MTS and Contractor may also be referenced as a "Party" or the "Parties" as the context so requires.

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

The contract term is for five (5) years effective January 1, 2022 through December 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,568,916.00 without the express written consent of MTS.

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



**EXHIBIT A**  
**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

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## 1. PROJECT DESCRIPTION

The Centralized Train Control (CTC) project includes data acquisition, processing, monitoring, presentation, and archiving functions for train system data received from Programmable Logic Controllers (PLC), Train to Wayside (TWC), Yard Control, and Scheduling system and/or other field equipment as described in these technical specifications.

The CTC system maintenance shall include maintenance of all Contractor developed and delivered Licensed Software; to include AIM® software, bug-fixes, and adjustments to maintain original software capabilities. For the avoidance of doubt, software upgrades and hardware support are out of scope and will be quoted and added on a Work Order by Work Order basis, as provided in Section 10 herein.

"Contractor" shall refer to ARINC Incorporated, a part of Collins Aerospace.

"Subcontractors" shall refer to Contractor's subcontractor or agents.

"System" shall refer to the suite of hardware and software originally installed, including changes and modifications, as acknowledged by Contractor subsequent to system delivery leading to the final acceptance by Contractor or its predecessor in interest.

"Work" shall refer to the whole of the work, materials, matters and things required to be done, furnished and performed to carry out this Agreement.

"Attachments" contained in this document are as follows:

- A. Exhibit B - Contractor's Pricing
- B. exhibit C - Standard Conditions
- C. Exhibit D - Federal Requirements
- D. Exhibit E - Forms

## 2. SCOPE OF WORK & PERIOD OF COVERAGE

Provide CTC System Maintenance services for the period of January 1, 2022 through December 31, 2026, as described herein.

## 3. BASELINE SCHEDULE & MOBILIZATION

Deliver a schedule with tasks (as needed) using MS Project or a similar scheduling tool.

- A. Project Management
  - i. Provide project management duties as described in these specifications.
- B. Testing & Installation
  - i. Complete a monthly System Health Check.
  - ii. Perform a regression Test, Quality Assurance, Configuration Management and provide a Version Document Description with each release.

With regards to monthly patching for MS and VMWare, both parties have agreed that this will be handled at the Work Order Agreement level (see section 12), where both parties will discuss the work details, frequency and schedule, and issue a WOA for the services.

#### 4. MTS RESPONSIBILITIES

Throughout the maintenance performance of this Agreement, MTS undertakes, at its own cost to:

- A. Allow access to the System by Contractor representative(s) at a time mutually agreeable to the parties, and shall ensure that each service call can be carried out in accordance with current rules and regulations, including but not limited to safety; and
- B. Ensure the participation and/or availability of escorts and technical staff with knowledge of the customer systems and facilities during service calls, if requested by Contractor; and
- C. Make available to the Contractor representative(s) facilities enabling them to carry out the service work such as, a telephone, a fax line; and
- D. Provide all needed access rights and use rights to third party software that may impact the maintenance of CTC; and
- E. Provide all needed descriptions and specifications to MTS-developed applications which require the use of special or proprietary hardware. Contractor expects that it will be able to remotely connect to the field devices for testing.

#### 5. SPECIAL CONDITIONS

MTS Project Manager shall approve completed Work prior to any payment, which shall be no longer than 15 days from completion of Work. Contractor shall have in place industry standard policies and procedures to protect and safeguard the MTS's computer data, programs and files, and to take all reasonable and necessary steps to ensure compliance with all confidentiality and security requirements. This includes backups of virtual machines as well as vSphere and network configurations.

#### 6. ASSUMPTIONS

- A. There is no performance bond cost included in this Agreement.
- B. The CTC Video Wall Overview Display (OVD) system and workstation are not covered under this Agreement.
- C. The current version of AIM® running at MTS is 64-bit and is running on MS OS 2016.
- D. This Agreement does not include future upgrades or technology refreshes for hardware or software.
- E. The territories covered under this contract include MTS' trolley line segments, as described herein. MTS operates three light-rail routes:
  - i. Blue Line:
    - a) Blue Line (South): This runs on a generally north-south direction. The service is from the San Ysidro Station adjacent to the international border between Mexico and the United States, to America Plaza in downtown San Diego.
    - b) Blue Line (North): This runs on a generally north-south direction, providing service from Old Town Station to University Town Center Station.
  - ii. Orange Line: This runs in a general east-west direction, from the El Cajon Station to Santa Fe Station. Between Santa Fe Station and the Imperial Avenue Transit Station the Orange Line shares the Blue Line tracks.
  - iii. Green Line: This runs on an east-west direction from the 12th Imperial Terminal to Santee Station. From Baltimore Junction (East Line MP 13.00) to El Cajon Transit Center the track is co-shared between the Orange Line and the Green Line.

#### 7. CTC SYSTEM/PROJECT/SITE DESCRIPTION

Name and Location of System covered under this agreement: MTS CTC, 1255 Imperial Ave, San Diego, CA 92101-7492.

Date System placed into operation: November 2021 (64-bit system)

A. List of MTS's personnel responsible for the system

Name	Title	Telephone No.
Emily Outlaw	MTS - Chief Information Officer	619-446-4032
Quyen On	MTS – Sr. Systems Administrator	619-398-9598
Brian Riley	MTS - Superintendent of Transportation (Agreement Project Manager)	619-595-4907
Ernesto Garcia	MTS - Network Operations Manager	619-238-0100 ext. 6524
Thang Nguyen	MTS - Senior Project Manager - Rail Systems (Project Manager for WOAs)	619-557-4560

B. List of Software currently installed and to be maintained on the CTC system

Software	Version	Manufacturer
AIM®	202335.6.1.38.14	ARINC

C. List of Hardware currently installed on the CTC system:

MTS CTC Project Hardware Inventory					
Item	Location and Description	Hostname	Manufacturer or Vendor	PIN or Model	Serial Number
<b>Network &amp; Security Appliances</b>					
1	CAT3750X 48PT Data IP Base	OCCSWA	Cisco	WS-C3750X -48T-S	FD01814POAL
2	CAT3750X 48PT Data IP Base	OCCSWB	Cisco	WS-C3750X -48T-S	FD01814Z1 PY
3	CAT3750X 48PT Data IP Base	IADSWA	Cisco	WS-C3750X-48T-S	FD01814Z1P6
4	CAT3750X 48PT Data IP Base	IADSWB	Cisco	WS-C3750X-48T -S	FD01814Z1 KR
5	SSL-VPN appliance, SONIC WALL SSL VPN 2000	OCCVPN	SonicWall	01-SSC-5952	0006B1398888
6	Firewall-1, SONIC WALL NSA 3500 MULTI -CORE UTM	OCCFW1	SonicWall	01-SSC-7016	0017C51208A8
7	Firewall-2,SONIC WALL NSA 3500 MULTI -CORE UTM	OCCFW2	SonicWall	01-SSC-7016	0017C5120068
8	Firewall-3,SONIC WALL NSA 3500 MULTI -CORE UTM	Spare	SonicWall	01-SSC-7016	0017C512014C
9	RSA SecureID Appliance	OCCOTP	EMC2 RSA	APPF91475	8240008059
<b>Servers &amp; Accessories</b>					

10	PowerEdge R720 Intel Xeon	OCCESXi	Dell	210-A8VP	DJ5DY12
11	PowerEdge R720 Intel Xeon	IADESXi	Dell	210-A8VP	DJ4GY12
12	PowerEdge R420 Intel Xeon	OCCVCENTER	Dell	210-ACCW	48YPZ12
13	Processor Terminal (KVM)-1	Spare	Synergy Global	LCD1U17-15-UIP16KVM21p-b	S826140508157-06088001
14	Processor Terminal (KVM)-2	BUPKVM	Synergy Global	LCD1U17-15-UIP16KVM21 p-b	5826140508157-6088003
15	Processor Terminal (KVM)-3	OCCKVM	Synergy Global	LCD1U17-15-UIP16KVM21 p-b	S826140508157-06088002
<b>Workstation</b>					
16	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -1	OCCWK3	Dell	Precision T3400	CH07MG1
17	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -1	QLWK	Dell	Precision T3400	4H07MG1
18	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -1	OCCWKG	Dell	Precision T3400	4J07MG1
19	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -1	OCCADMIN	Dell	Precision T3400	6H07MG1
20	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -1	OCCWK1	Dell	Precision T3400	GG07MG1
21	Dell Precision T3500 Workstation-2.3 GHz, 2G8 RAM, 80G8 -6	Spare	Dell	Precision T3400	FJ07MG1
22	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -7	YLWK	Dell	Precision T3400	8H07MG1
23	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -8	OCCWK4	Dell	Precision T3400	8J07MG1
24	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -9	OCCWK8	Dell	Precision T3400	3J07MG1
25	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -10	OCCWK7	Dell	Precision T3400	3H07MG1
26	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -11	OCCWKS	Dell	Precision T3400	1J07MG1
27	Dell Precision T3400 Workstation-2.3 GHz, 2G8 RAM, 80G8 -11	OCCWK 2	Dell	Precision T3400	GH07MG1
28	Laser B&W Printer-2 with HP620n JetDirect	QLPRN	HP	LJ P3005N	CNJ1S57986
29	Laser B&W Printer-3	YDPRN	HP	LJ P3005N	CNJ1 R72800
30	Laser B&W Printer-4	OCCPRN2	HP	LJ P3005N	CNJ1N12730

31	Laser Color Printer-1	OCCPRN3	HP	cu 3505N	CNBC85DOLD
<b>NTP Clock Display</b>					
32	NTP driven Clock LED Digital Display (Spare)	n/a	Masterclock	NTD46	7346010
33	NTP driven Clock LED Digital Display (Installed in MTS Control Room)	CLOCK1	Masterclock	NTD46	7346013
34	NTP driven Clock LED Digital Display (Installed in MTS Control Room)	CLOCK2	Masterclock	NTD46	7346019

## 8. DESCRIPTION OF SERVICES FOR SOFTWARE

Contractor will provide quality services for the software identified in this agreement including:

- A. Fixed price emergency/remedial services coverage
- B. 24-hours with a one (1) hour response time

This includes any latent defects corrections to the Contractor supplied software as listed in section 7. Each maintenance latent defect will be documented by Contractor with participation of MTS in progress reports provided to the MTS project manager, and periodic progress reports will be issued to MTS. MTS and Contractor will agree on the priority of each latent defect reported and associated schedule for corrections.

For Emergency calls (for example the system is down due to a software problem) that cannot be handled during normal business hours, MTS will be provided our 24-hour response service phone number for problem reporting. Upon receipt of the emergency call, Contractor will assign appropriate people to correct this situation as very high priority. Any travel to site that may be required to correct the above situations is not covered in the contract price.

- A. Fixed price software maintenance telephone consultation
- B. Access to Contractor's engineering staff to answer questions that may arise in the normal maintenance of the software and is included in the contract price.
- C. Telephone consultation (1 to 2 calls per week) is provided during normal business hours (8am to 5pm Pacific Time).
- D. Additional software services.

## 9. WORK ORDER AGREEMENTS (WOAs)

During the Agreement term, circumstances may require some unanticipated work, new systems to maintenance obligations, integration of new MTS projects into current systems, or as-needed work. MTS will issue Work Order Agreements (WOAs) for such work. WOAs will be issued using MTS's standard template (*See sample*).

Contractor has provided its all-inclusive rates in Exhibit B, Table 1. When the need arises, MTS will provide the Contractor with the specifics of the services. Contractor will submit a proposal to MTS to perform such work using the established rates in Exhibit B of this Agreement, including Contractor's standard cost breakdown and overall total. MTS will review/negotiate costs for fair and reasonableness. Pricing shall be firm and fixed for the duration of the WOA and any subsequent Amendments to the WOA. There shall be no escalation of rates or fees allowed, beyond those allowed herein, including annual rates provided in Exhibit B. Contractor's proposal shall include, but not be limited to scope of work, cost,

deliverable(s), schedule, payment schedule, and any other specific requirements specified by MTS when requesting the proposal.

Once approved, both parties shall execute the WOA and Contractor shall begin the work. The terms and conditions included in this Agreement shall apply to such agreed-upon WOA.

Specific authorization Notice to Proceed (NTP) with all or a portion of the work described in these technical specifications shall be granted in writing by MTS via the NTP or WOA. Contractor shall not proceed with the work unless it is authorized. The NTP or each WOA shall set forth the date and agreed amount prior to commencement of work.

Any modifications/additions provided by Contractor to the field equipment, signaling, traction power substations, etc., will be issued as WOAs. Once the job is completed, these will be added to the systemwide maintenance as part of the annual maintenance services, at no additional cost to MTS as they will become part of the maintenance obligation as they come on-line following WOA implementation by Contractor.

Should contractor determine, or upon notification from MTS that replacement hardware is required due to end of life or security concerns, MTS will purchase the hardware from Contractor under a separate contract. And with mutually approved WOA, Contractor will reconfigure, redeploy, validate and deliver back the ready-to-use hardware to MTS.

As part of the annual maintenance services, Contractor shall aid and work with MTS IT when performing necessary hardware and infrastructure maintenance, including but not limited to firmware upgrades, anti-virus, security monitoring, vulnerability management and changes related to security concerns Contractor shall ensure services are properly running to minimize production disruptions of the AIM system. MTS IT will coordinate and discuss with Contractor's team prior to any work being performed.

Upon completion of the WOA, this project/facility would automatically be added to maintenance obligation as specified in Table 2, Exhibit B.

Progress payments may be used in which the payments will be based upon completion of clearly defined milestones in the WOA schedule. Travel time and time spent to prepare invoices shall be considered an included overhead expense. If travel expense is to be incurred by Contractor for the WOA, such expense shall be reimbursed by MTS, Reimbursement for transportation and subsistence costs shall be in accordance with MTS Board Policy No. 44-C.

If Contractor fails to satisfactorily complete a deliverable or portion thereof according to the schedule set forth in the Agreement or WOA, no payment will be made until the relevant deliverable or portion thereof has been satisfactorily completed, as agreed upon mutually.

The Contractor shall be reimbursed for completed work based on established payment schedules for each WOA issued under this Agreement.

The maximum amount of this agreement, including any potential WOAs, shall be as shown on cover page of this agreement.

For SANDAG Task Orders, Open after 1 January 2022, Contractor and MTS shall work together to on task orders open with SANDAG to transfer to MTS for completion, under this Agreement. Such task orders will be added as new Work Order Agreements, with pricing updated as agreed upon.

## 10. INVOICES

Each month invoices for maintenance services will be prepared per Table 2 and shall be sent to the MTS Accounting Department, via email, at [ap@sdmts.com](mailto:ap@sdmts.com). Invoices for WOAs will be submitted as shown on the payment schedule for each WOA, utilizing rates in Table 1, Exhibit B. Should travel be required, costs for travel will be itemized separately on the invoice.

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.

MTS shall pay the invoice within thirty (30) days following the receipt of the invoice. Advanced Payment is Not Allowable.

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.

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**EXHIBIT B  
CONTRACTOR'S PRICING**

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**A. TABLE 1:****CONTRACTOR LABOR RATE SCHEDULES**

In the event that additional services are needed, the following firm fixed rates will be used to issue WOAs under this Agreement:

Contract Type	Description/ Labor Categories	Rate Per Hour (USD) 2022	Rate Per Hour (USD) 2023	Rate Per Hour (USD) 2024	Rate Per Hour (USD) 2025	Rate Per Hour (USD) 2026
Time & Materials	Ad Hoc Services	\$235.00	\$242.05	\$249.31	\$256.79	\$264.49

**B. TABLE 2:**

Firm fixed pricing for CTC Maintenance - Covers CTC 1/1/2022 through 12/31/2026.

CTC Software Maintenance				
Year	Monthly Amount (USD)	Months per Year	Amount per Year (USD)	Total (USD)
2022	\$29,395	12	\$352,740	
2023	\$24,225	12	\$290,700	
2024	\$24,952	12	\$299,424	
2025	\$25,700	12	\$308,400	
2026	\$26,471	12	\$317,652	
	5-Year TOTAL			\$1,568,916

**CTC (AIM®) MAINTENANCE PRICING**

Additional Software Services for CTC:

Releases that contain the following:

- A. Corrections of reported software latent defects associated with the base CTC installed system.
- B. Perform regression test, Quality Assurance and Configuration Management functions, and provide Version Design Documents with each maintenance release. The installations will be done onsite and include limited field testing and support associated with the install.
  - o In 2021, TO32 Tech Upgrade cutover was completed to Windows 2016 64 Bit OS. Given this upgrade is done on top of the 10-year-old system, the number of defects possibly to resolve in 2022 may be more. Hence, the total number of maintenance issues to be resolved is considered to be 15 per quarter.
  - o For 2023 to 2026, 10 latent defects are assumed to be resolved for every quarter.
  - o Actual travel related cost to MTS premises with respect to maintenance will be charged separately from rates provided herein.
  - o The efforts required for issue resolution is considered based on the actuals that was spent.

- Required Project Management and control, Quality Assurance and Configuration Management are also considered.

C. Maintenance for CTC software currently installed.

Monthly System Health Check to be performed remotely. Includes a checklist of system parameters, review of log files, and delivery of a system health check report.

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**Metropolitan  
Transit  
System**

## Work Order Agreement No. 1

December 16, 2021

MTS Doc No. L1607.0-22

### CENTRALIZED TRAIN CONTROL (CTC) SYSTEM MAINTENANCE AGREEMENT

ARINC Incorporated, a part of Collins Aerospace  
Regan Rishel  
Sr. Manager, Contracts  
2151 Riva Road  
Annapolis, MD 21401

This shall serve as Work Order Agreement No.1 (WOA #1) to the original agreement L1607.0-22 as further described below.

#### SCOPE

The scope of work for this WOA #1 is composed of various system integrations for the following locations, and as further detailed in Exhibit A:

1. Beech St Deployment And Cutover
2. Blue Line TPSS F St & 24th St & San Ysidro Integration
3. Commercial St Switch 9 & 11 Interface
4. Blue Line Siemens S7 Upgrades.

#### SCHEDULE

This WOA #1 is effective January 1, 2022 to December 31, 2022. There are no changes to the termination date of the overall agreement which remains December 31, 2026.

#### PAYMENT

The cost for this WOA #1 shall not exceed not-to-exceed \$452,000.00, as shown in Exhibit A. The overall contract amount including this WOA # 1 is increased to \$2,020,916.00. This amount shall not be exceeded without prior written approval from MTS.

#### CONTRACT SUMMARY

To-date, the contract summary is as shown below:

Date Issued	Document	Description	Amount
TBD	Agreement	CTC System Maintenance	\$1,568,916.00
TBD	WOA #1	Various System Integrations	\$452,000.00
<b>Total Contract Amount</b>			<b>\$2,020,916.00</b>



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

\_\_\_\_\_  
Regan Rishel, Sr. Manager, Contracts  
ARINC Incorporated, a part of Collins  
Aerospace

Date: \_\_\_\_\_

Attachment: A. Exhibit A – Collins Proposal

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EXHIBIT A



# Collins Aerospace

## SDMTS WORK ORDER AGREEMENT # 1 (WOA #1)

### SCOPE OF WORK

- BEECH ST DEPLOYMENT AND CUTOVER
- BLUE LINE TPSS F ST & 24<sup>TH</sup> ST & SAN YSIDRO INTEGRATION
- COMMERCIAL ST SWITCH 9 & 11 INTERFACE
- BLUE LINE SIEMENS S7 UPGRADES

Revision	Description	Date
0.0	Initial version	November 2021

## I. PROJECT DESCRIPTION

The Metropolitan Transit System (MTS) has multiple signaling, track and traction power substation (TPSS) projects to upgrade and improve various portions of its 53-mile trolley system for operational flexibility, reliability, and efficiency. These upgrades require modifications to Advanced Information Management (AIM®) Centralized Train Control (CTC) system developed by Collins for each of the separate project sections.

## II. EXPECTED RESULTS

The expected result of SDMTS Work Order Agreement #1 (WOA #1) is that Collins shall implement system modifications including, but not limited to graphics, functions, displays, reports, database points, Supervisory Control, panel logic, and communications within the AIM® CTC system. The AIM® CTC system database shall allow for:

- Testing and integration of removed and replaced traction power substations at F Street, 24<sup>th</sup> Street and San Ysidro on the existing Blue Line.
- All new and modified Track circuit, switch and signaling on Commercial Street at switches 9 & 11 along the existing Orange Line.
- Testing and Integration of SIEMENS S7 field upgrades along the existing Blue Line.
- TO38 Beech St Deployment and cutover

The new equipment and functions supported by the CTC modifications shall include:

- Test and integrate TPSS changes on two (3) new Blue Line TPSS as part of MTS' CPC Substation Replacement Project with interfaces to SIEMENS S7 PLC's.
- All new functionality for the new Micrologix 1400 PLC which provides track occupancy, switch & signal processing at the SW 9 & 11 location on Commercial St along the Orange Line.
- Test and integrate SIEMENS S7 upgrades along the Blue Line.

## III. SCOPE OF WORK

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

### III.1 Blue Line Traction Power Substation Replacement

MTS is replacing 5 500 kW CPC traction power substations (TPSS) on the Blue Line with 3 1.5 MW substations. These 3 TPSS shall be 1.5 MW substations by Siemens and have the same functionality as other new Siemens TPSS on the MTS trolley system.

Collins shall support all Point-to-Point (P2P), and Integration testing and integrate at these substations into the AIM® CTC system. These modifications shall be consistent with ongoing TPSS Supervisory, Control and Data Acquisition (SCADA) and transfer-trip work. SDMTS shall provide updated documentation for these substations, including IP addresses, code charts, and single-line diagrams. The compatible Genisys protocol (over Ethernet) shall be utilized for communications back to the central control facility, in a manner consistent to what is used elsewhere on the MTS Rail network. Network components provided by MTS and other contractor(s).

#### TPSS List:

- 24<sup>th</sup> Street A & B shall be replaced with a single 1.5 mw substation
- F Street A & B shall be replaced with a single 1.5 mw substation
- San Ysidro A & B shall be replaced with a single 1.5 mw substation

### III.2 Orange Line Commercial Street Switches 9 & 11

The MTS recently implemented new switch machines and signaling at the SW 9 & 11 locations on Commercial St along the Orange line to facilitate yard operations. A Micrologix

1400 PLC unit shall be used as I/O gatherer for the new track circuit & switch and signal indications at SW 9 & 11.

The Micrologix 1400 PLC shall be procured and installed by others.

Collins shall develop Micrologix 1400 PLC Logic and provide programming and configuration.

The Micrologix 1400 shall utilize the fiber optic communications backbone, along with ruggedized Ethernet switches at each location (IP address to be assigned MTS). The Ethernet switch traffic shall be collected along the Orange Line and reach the central control facility via the MTS network. The compatible Modbus protocol (over Ethernet) shall be utilized for communications back to the central control facility, in a manner consistent to what is used elsewhere on the MTS Rail network. Network components provided by MTS and other contractor(s).

A system architecture identifying proposed locations, proposed I/O lists, as well as track layout shall be provided by MTS or the contractor(s).

Collins shall test and integrate the new signaling field elements into CTC by working with MTS and MTS' construction contractor(s). Collins shall Field test the Micrologix 1400 PLC.

### III.3 Blue Line SIEMENS S7 Upgrades

MTS and the contractor(s) shall deploy upgrades to existing SIEMENS S7 controllers along the Blue Line and downtown for each of the following:

- Implement *Turnback Request Indications* for selected Blue Line Interlockings for consistency with existing Midcoast Turnback signaling norms. Collins shall modify the CTC system for new revisions to turnback routes along the Existing Blue Line. Collins to coordinate with MTS and the contractor(s) to field test revisions to turnback routes.
- Clean up existing *Wheel counter Reset Control and Indications* for the unmonitored territory along C Street between Civic Center and Imperial; and sections of Commercial Street between Imperial terminal and 25<sup>th</sup> & Commercial station. Collins shall modify the CTC system to clean up existing wheel counter reset controls & indications. Collins to coordinate with MTS and the contractor(s) to test revisions to wheel counter reset controls & indications.
- Implement a *PLC Execution Register* at 12 Blue Line, Imperial Terminal, and Broadway Wye locations for consistency with SIEMENS S7 PLC's in TPSS stations on the rail line for overall monitoring of SIEMENS S7 Health status. Collins shall modify the CTC system to implement a PLC execution register for the S7 locations, consistent with TPSS station RTUs. Collins to coordinate with MTS and the contractor(s) to test revisions to S7 implementation or PLC execution register for the S7 locations.

### III.4. Beech St Deployment and cutover

Collins shall need to adjust for Middletown Crossover Schedule Delays for test and deployment. In addition, Beech Street Crossover project required schedule accelerations for deployment and cutover that ARINC must also adjust tasks and effort to compensate.

## IV. DELIVERABLES

### IV.1 Orange Line Commercial Street Switches 9 & 11

Collins shall provide the following:

1. Detailed Design DCF
2. Micrologix Field Test Plan & Procedures

3. CTC Field Test Plan & Procedures
4. Development, test & deployment schedule

**IV.2 Blue Line Traction Power Substation Replacement**

Collins shall provide the following:

1. Detailed Design DCF
2. Factory Acceptance Test Plan & Procedures
3. Field Test Plan & Procedures
4. Development, test & deployment schedule

**IV.3 Blue Line SIEMENS S7 Upgrades**

Collins shall not be required to provide a detailed design or Factory Acceptance Test Plan.

**IV.4 TO38 Beech St Deployment and cutover**

Collins shall provide the following:

1. Detailed Design DCF
2. Factory Acceptance Test Plan & Procedures
3. Field Test Plan & Procedures
4. Development, test & deployment schedule

**V. COLLINS RESPONSIBILITIES**

Collins shall assume complete responsibility for the design, fabrication, testing installation and start-up of all subsystems and components of the expanded AIM® CTC system, except for those SDMTS obligations defined in Section VII. Collins’s obligations shall be limited to the responsibilities in the following list and those required to meet all requirements described in these Specifications:

1. System Engineering and Project Management.
2. Software Analysis and Programming.
3. Development of new Displays (including OVD), modifications to existing displays, updating, and modifying the database, and linkage of displays to database for each of MTS’ projects.
4. Compilation, integration, and testing of the SDMTS-supplied field point database and displays; generation, compilation, integration, and testing of all other databases (such as data exchange with other systems, alarms, event reports) necessary to attain full operation.
5. AIM® CTC System software interfaces to other programmable logic controllers and train-to-wayside controller devices.
6. Integration of new signals and programmable logic controllers into the AIM® CTC system.
7. Integration of two (3) new TPSS into the AIM® CTC system, and abandonment of 6 existing TPSS stations at F Street, 24<sup>TH</sup> Street and San Ysidro.
8. Field Site, and Availability tests plus all inspections in accordance with SDMTS approved plans.
9. Maintenance of all Collins supplied software through the Availability demonstration.

Detailed description of the Collins obligations in relation to particular areas of software functions, and services are contained in other sections of this Work Order.

**VI. SCHEDULE OF SERVICES, MILESTONES AND DELIVERABLES**

- A. Begin date: Jan 1, 2022, to Expiration Date: Dec 31, 2022
- B. Unless a Project Schedule is attached in amendment to this WOA; the tasks, milestones, and/or deliverables are as follows: (NTP is assumed to be available on January 1, 2022)

Milestone	Due Date	Invoice Amount
NTP	Approx. January 1, 2022	\$67,367
Baseline Schedule	15 days from NTP	
Beech St Deployment and Cutover	Jan 30, 2022	\$22,911
SANDAG Task Order 38 - Beech – Final Deliverables and Final Acceptance	Feb 28, 2022	\$22,000



Orange Line SW 9 & 11 Software Design Review	Feb 21, 2022	\$45,000
Blue Line Substation TPSS Replacement Software Design Review	Feb 21, 2022	\$44,822
Blue Line TPSS P-P Test	May 15, 2022	\$67,367
Blue Line Substation TPSS Replacement Factory Acceptance Test	May 30, 2022	\$67,367
Blue Line TPSS Field Integration Test	June 30, 2022	\$67,367
Blue Line Substation TPSS Replacement Deployment and cutover	July 31, 2022	\$23,500
Acceptance	Oct 31, 2022	\$24,299

Total Work Order Agreement is not-to-exceed \$452,000.00.

#### **VII. MATERIALS TO BE PROVIDED BY SDMTS OR CONTRACTOR(S)**

Pending final SDMTS approval, the following items shall be provided to Collins as a basis for their design.

1. Reference Drawings for each project to be provided prior to start of design.
2. IP addresses and network configuration parameters for field devices to be provided prior to any field testing.

#### **VIII. SPECIAL CONDITIONS**

Any condition listed below applies solely to this WOA and does not otherwise alter the Agreement or other SANDAG Task Orders or SDMTS WOAs.

1. SDMTS WOA Manager shall approve completed work prior to payment.
2. All new TWC Interrogators implemented on the Project shall be integrated into the system design and utilized in the same manner as elsewhere on the system.

#### **IX. ASSUMPTIONS AND EXCLUSIONS**

1. Collins shall not be responsible for configuration or programming of Blue Line TPSS RTUs at 24<sup>th</sup> Street, F Street or San Ysidro.
2. Collins shall not be responsible for procuring or installing the Micrologix at SW 9 & 11 on the Orange Line.
3. Collins shall not be responsible for configuration or programming of Blue Line SIEMENS S7 devices.
4. Blue Line TPSS RTUs at 24 St, F St and San Ysidro shall utilize Modbus Protocol.
5. Orange Line Switch 9 & 11 Micrologix shall utilize Modbus Protocol.
6. All work for this WOA will begin upon NTP from MTS.
7. Collins assumes MTS will provide all field hardware and install in the field and will verify their operations over the network prior to Collins performing field tests. Any issues with the hardware and its performance over the network are the responsibility of MTS.
8. Collins expects that the RTUs will be accessible to CTC via the MTS network.
9. Collins assumes that we will receive final code charts by Jan 15, 2022.
10. Collins's proposal assumes no hardware costs.
11. All features of this WOA are implemented only on the 64-bit system.

12. Collins assumes MTS will provide a Flag Person at no cost to Collins.
13. Collins assumes that MTS will be responsible for scheduling and coordinating the IP address changes prior to start of the FAT.
14. Should a schedule delay caused by factors outside of Collins's responsibility and/or control require additional resources to maintain the proposed schedule, the cost for the additional resources will be considered as part of a contractual change order. This must be approved by the MTS project manager prior to incurring the additional expense.
15. There could be potential cost based on the rate increase and schedule impacts if Collins is not able to complete any of the listed tasks due to delays caused by factors that are outside of Collins's responsibility.
16. No U/DBE goal is established for this WOA, however, MTS highly encourages Contractor to include participation of DBEs, minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBES), lesbian gay bisexual transgender owned businesses (LGBTs) or small businesses (SB) for any potential subcontracting opportunities.
17. There is no Bonding cost included in WOA #1.
18. Collins assumes that the Tech Refresh, SANDAG's Task Order 32, will be the System Baseline for the modifications under the scope of WOA #1.



## Agenda Item No. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

SUBJECT:

SECURITY SERVICES – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Amendment No. 1 to MTS Doc. No. G2359.0-20 (in substantially the same format as Attachment A) with Inter-Con Security Services, to authorize the Chief Executive Officer (CEO) to allow On-The-Job Training for Year 1 be a billable expense to MTS.

Budget Impact

There are no budgetary impacts for this amendment. The total contract amount shall not exceed \$66,004,286.00, and will be funded by the MTS Security Department’s Operating Budget 420010-535100.

Description	Amount
Current Board Approved Amount (Base period and option periods)	\$66,004,286.00
<i>Approve Draft Amendment No. 1</i>	<i>No additional costs</i>
<b>New Board Approved Amount</b>	<b>\$66,004,286.00</b>

DISCUSSION:

MTS provides uniformed security personnel at various locations throughout MTS’s service area to provide a safe environment for patrons and employees alike. These security personnel have the capability to respond to disturbances and emergencies affecting both Trolley and Bus services within the MTS service area. On July 29, 2021 (AI 30), the MTS Board of Directors authorized the CEO to execute MTS Doc. No. G2359.0-20 with Inter-Con Security Services. The contract start date is January 1, 2022 for three (3) base years with an option to extend for an additional two (2) years in the amount of \$66,004,286.00.

During the transition period, Inter-Con has been working on the recruiting of new security officers. This includes reaching out to current security officers working with the incumbent, Allied Universal. As of November 2021, approximately 99 of the current Allied Universal security



officers have completed the process to become Inter-Con employees and work within the MTS service area when the contract begins. There are still approximately 84 new contracted guard positions that need to be filled by Inter-Con to fully staff the required security posts.

The contract provides for significant training for each officer. This training begins with 24-40 hours of training that is required before an officer can be assigned to the MTS property. Once assigned to the MTS property, each officer undergoes 160 hours of field training. This training is considered "non-billable" under MTS's agreement with Inter-Con. This means that while Inter-Con is required to pay each officer for the time spent in training, it would not be able to bill MTS for these hours. Once the contract is fully staffed and implemented, this burden of non-billable field training is not significant because it only arises as staff turnover occurs. This gives Inter-Con incentive to make efforts to retain its employees and limit turnover. However, during transition meetings MTS and Inter-Con staff agree that the burden is more significant during this transition period where ALL of Inter-Con's employees must go through this training. MTS recognizes that it does receive value from these new employees being on the MTS property and interacting with MTS employees and passengers during the field training phase. MTS also identified that it would benefit from Inter-Con having new employees go through the field training in advance of the official contract transition date of January 1, 2022. Therefore, the following actions were proposed:

1. Allow Inter-Con field training to begin before January 1, 2022, with the work being considered billable in an amount up to \$100,000 between November 22, 2021 and December 31, 2021. This was approved by the CEO under Policy 41.

2. Allow Inter-Con to bill for field training during the 2022 calendar year, so long as the estimated billable hour totals for that year are not exceeded. This is today's proposed action. Inter-Con proposes to use this additional billable time to increase the hourly pay rate for its employees. This hourly pay increase will assist with recruitment of qualified candidates, retain trained staff, and reduce turnover in a very competitive job market. Total costs for Year 1 remain the same which is capped in the amount of \$12,439,667.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to allow OJT for Year 1 be a billable expense to MTS.

/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 Amendment, MTS Doc. No. G2359.1-20



# Metropolitan Transit System

## Amendment 1

Effective Date: December 10, 2021

MTS Doc No. G2359.1-20

### SECURITY SERVICES

Inter-Con Security Systems, Inc. dba Inter-Con Security  
Neil Martau  
Chief Administrative Officer  
210 S. De Lacey Avenue  
Pasadena, CA, 91105

This shall serve as Amendment No.1 to the original agreement G2359.0-20 as further described below.

### SCOPE

Revise the table in Section IX TRAINING/LICENSING REQUIREMENTS, subsection (c) as follows:

Training Requirement	Frequency	Billable/Non-Billable	Positions
Up to 40 hours of the following: <ul style="list-style-type: none"> <li>Guard Card through BSIS (8 hours)</li> <li>Baton Class (8 hours)</li> <li>Chemical Agents (8 hours)</li> <li><u>If armed*</u>, firearms class (16 hours)</li> </ul>	Once. Before assignment to MTS property.	Non-Billable	Armed* and Unarmed
160 hours of field training ( <u>On-the-Job Training or OJT</u> )	Once (after completing 40 hours above).	<u>Billable during Contract Year 1 (January 1, 2022 to December 31, 2022) up to the 416,166 total billable hours authorized in Exhibit B</u>  Non-Billable <u>during subsequent years</u>	Armed and Unarmed
16 hours of MTS-required training <ul style="list-style-type: none"> <li>De-escalation</li> <li>Biased Based Policing</li> <li>Defensive Tactics</li> <li>Cultural Diversity</li> </ul>	Within the first year, and annually thereafter.	Billable	Armed and Unarmed
POST Certified 832 PC	Within the first year.	Non-Billable	Armed and Unarmed



Pursuant to the contract Scope of Work, the San Diego Metropolitan Transit System (MTS) shall authorize On-the-Job (OJT) training to be a billable expense to MTS for Year 1. Total cost for Year 1 shall remain the same and will be capped in the amount of \$12,439,667.

In addition, this amendment acknowledges a Purchase Order (PO) that was issued to allow Inter-Con to begin billable OJT training for the period between November 22, 2021 and December 31, 2021 in an amount not to exceed \$100,000.

SCHEDULE

No changes to the schedule of the contract.

PAYMENT

This amendment shall authorize an increase in the amount of \$100,000. The total value of this contract, including this amendment, shall be in the amount of \$38,538,349 (\$38,438,349.00 for the base period plus \$100,000 for this amendment). 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

\_\_\_\_\_  
Neil Martau, Chief Administrative Officer  
Inter-Con Security Systems, Inc. dba  
Inter-Con Security

Date: \_\_\_\_\_



**Metropolitan  
Transit  
System**

## **Agenda Item No. 23**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
Board of Directors

December 16, 2021

**SUBJECT:**

UPDATE TO BOARD POLICY NO. 30, "INVESTMENT POLICY"

**RECOMMENDATION:**

That the Board of Directors approve and adopt the updated Board Policy No. 30, "Investment Policy" (Attachment A).

Budget Impact

None. Today's action modifies the investment policy.

**DISCUSSION:**

Board Policy No. 30 (Policy) governs the process for investment policies, procedures and appropriate vehicles of investment for the cash management of MTS's surplus operating funds. On an annual basis, the Policy is to reviewed by staff and updated for the Board's approval based upon the principles of capital preservation (safety), liquidity and investment return.

A review of the State of California Government Code (CA Code) and discussions with the County Treasurer resulted in the following changes to the existing policy:

- Section 30.8.12: Updating language incorporating that MTS will have no more than 10% total exposure to any one issuer of medium-term notes.
- Section 30.9: Added the exception that MTS may invest in United States government securities that could result in zero or negative interest returns if held to maturity in the event of negative market interest rates.
- Section 30.18: Changed the investment policy review period from annually to biennially.
- Figure 1 / Table of Notes: Updated to incorporate CA Code adjustments and MTS Policy adjustments.



/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. Updated Investment Policy No. 30 (redlined)





**Metropolitan  
Transit  
System**

## Policies and Procedures No. 30

**Board Approval:** 12/16/2021~~5/14/2020~~

**SUBJECT:**

INVESTMENT POLICY

**PURPOSE:**

The purpose of this Investment Policy for the San Diego Metropolitan Transit System (MTS) is to provide guidance and direction for the prudent investment of MTS funds, and to foster the creation of a systematic and controlled investment process. The ultimate goal is to maximize the efficiency of MTS's cash management system, and to enhance the economic status of MTS while protecting the principal of its pooled cash. The initial step toward a prudent investment policy is to set out a clear statement of fundamental investment direction.

**POLICY:**

MTS's policy is to invest public funds in a prudent manner, providing capital preservation, adequate liquidity, and a market rate of return consistent with the constraints imposed by safety objectives and cash flow considerations. Also, MTS's policy is to conform to all applicable federal, state and local statutes governing the investment of public funds.

### 30.1 SCOPE

This Investment Policy applies to all surplus assets of MTS. Surplus funds are defined as those funds not required for the immediate necessities of MTS; such funds do not include pension/retirement trust funds. Bond proceeds will be governed by relevant bond documents.

### 30.2 PRUDENCE

The standard of prudence to be used for managing the MTS investment program is California Government Code Section 53600.3, the prudent investor standard, which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like



character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

MTS investment officers acting in accordance with written procedures and this Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security’s credit risk or market risk, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. All participants in the investment process shall act reasonably as custodians of the public trust.

### 30.3 RISK TOLERANCE

MTS recognizes that investment risks can result from issuer defaults, or various technical complications leading to temporary illiquidity.

1. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in high grade securities and through issuer diversification.
2. Market risk, defined as market value fluctuations due to overall changes in market price and yield, shall be mitigated by maintaining appropriate asset diversification.
3. Interest rate risk, defined as bond market value fluctuations due to changes in interest rates, interest rate spreads, or the shape of the yield curve, shall be mitigated by maintaining an appropriate duration strategy and diversification of maturities.
4. Custodial credit risk, defined as the risk of loss due to the failure of the custodian, shall be mitigated by prudent custodian selection procedures and requirements, as described in Section 30.13 of this Policy.

### 30.4 OBJECTIVES

MTS strives to maintain in its investment portfolio 100% of all surplus funds, given daily and forecasted near-term cash flow needs. MTS funds shall be invested in accordance with all applicable policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. SAFETY. The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of those amounts. Safety of principal is the foremost objective of MTS’s investment program, followed by liquidity and yield. Investments by MTS shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. MTS only operates in those investments that are considered very safe. Also, safety is ensured by diversification, which is required in order that potential losses on individual securities do not exceed income from the remainder of the portfolio.
2. LIQUIDITY. Liquidity refers to the ability to sell an investment at any given moment with a minimal chance of losing some portion of principal or interest.

MTS's investment portfolio shall remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. MTS will maintain an adequate percentage of the portfolio in liquid short-term securities that can be converted to cash, if necessary, to meet disbursement requirements.

3. YIELD/RETURN. The portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio, and State and local laws, regulations and resolutions that restrict the investment of short-term funds.

### 30.5 DELEGATION OF AUTHORITY

Management and oversight responsibility for MTS's investment program is delegated by the MTS Board of Directors (MTS Board) to the Chief Financial Officer, who shall establish procedures for the operation of the investment program, consistent with this Investment Policy. Such procedures will include appropriate delegation of authority to persons responsible for investment transactions. No person may engage in investment transactions except as provided under the terms of this Investment Policy and the procedures established by the Chief Financial Officer. The Chief Financial Officer is hereby delegated the authority from the MTS Board to:

1. Enter into agreements with MTS's financial depository in order to enable the Chief Financial Officer, or his/her designee, to execute investment transactions that will involve charges and credits to MTS's bank accounts.
2. Enter into banking arrangements with a third party bank trust department to facilitate the third-party safekeeping of MTS investments.
3. Establish operating procedures as deemed appropriate to operate an investment program consistent with this Investment Policy.

Upon the recommendation of the Chief Financial Officer, the MTS Board may engage the support services of outside investment advisors with respect to MTS's investment program, so long as it can be demonstrated that these services are expected to produce a net financial advantage or necessary financial protection of MTS's financial resources. Any investment advisor utilized by MTS should be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940, and shall operate in a manner consistent with this Investment Policy and other written instructions as provided.

### 30.6 ETHICS AND CONFLICT OF INTEREST

1. The Chief Financial Officer and all personnel involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program and/or which could impair their ability to make impartial investment decisions. MTS officers and employees involved in the investment process shall abide by MTS's Conflict of Interest Code, California Government Code Section 1090 et seq., and the California Political Reform Act (California Government Code Section 81000 et seq.). The Chief Financial Officer and all responsible personnel shall disclose to the MTS Board any material financial interests in any financial institutions that conduct business with MTS that

could be related in a conflicting manner to MTS's investment portfolio performance.

2. MTS officers and employees involved in the investment process shall disclose to the MTS Board any material financial interests in any financial institutions that conduct business with MTS which could be related in a conflicting manner to the performance of MTS's investment portfolio. Additionally, the Chief Financial Officer and all investment personnel designated by the Chief Financial Officer shall file a Statement of Economic Interests each year as required by California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

### 30.7 AUTHORIZED BROKER/DEALERS

1. It is expected, though not required, that most of MTS's investments will be made through pooled investment funds provided by a California State and/or County entity. Allowable pools are detailed in Sections 30.8.9 – 30.8.11, of this Investment Policy Statement. When/if direct security investments are made by MTS, MTS's procedures shall be designed to encourage multiple bids and offers on investment transactions from an approved list of broker/dealers in order to provide for the optimum yield in MTS's portfolio.

When/if making direct security investments, the Chief Financial Officer (or the Corporate Controller or the Director of Financial Planning and Analysis, if delegated) shall utilize a list of broker/dealers approved for investment purposes by the San Diego County Treasurer-Tax Collector's office. Purchases of investments through brokers, dealers, and financial institutions shall be permitted as stated in California Government Code Section 53635.5. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code. The firms they represent must:

- (a) be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within its holding company structure, or;
  - (b) Report voluntarily to the Federal Reserve Bank of New York, or
  - (c) Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).
2. If MTS utilizes an external investment advisor, the Chief Financial Officer may approve a list of authorized broker/dealers provided by the investment advisor.

### 30.8 AUTHORIZED AND SUITABLE INVESTMENTS

All investments and deposits of MTS assets shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686. Although the following includes authorized investments, the Chief Financial Officer shall determine the extent to which they are suitable based upon this Investment Policy and the resources used by the Chief Financial Officer in implementing it. This suitability determination shall include an examination of the Investment Policy Statements of utilized pooled investment funds to ensure that they are consistent with MTS's Policy.

Limitations identified in the following sections shall be adhered to and the percentage limits and credit criteria shall be measured against portfolio value on the date the investment is purchased. In the event of a credit downgrade below the minimum acceptable credit rating, MTS shall require investment advisors engaged in the investing of MTS funds to notify MTS staff of the downgrade, and provide a plan of action to address the downgrade.

The list of authorized investments, and the limitations associated with those investments are detailed in Figure 1 attached to this Investment Policy Statement; Figure 1 is taken from the 2021~~0~~ version of "Local Agency Investment Guidelines," published by the California Debt and Investment Advisory Commission. The authorized investments and associated limitations are as follows:

1. United States Treasury bills, notes, bonds, or strips with a final maturity not exceeding five years from the date of trade settlement.
2. Federal Agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or U.S. government-sponsored enterprises with maturities not exceeding five years from the date of trade settlement. There is no limit on the percentage of U.S. Treasury, Federal Agency, or U.S. government-sponsored enterprise obligations that may be held in MTS's portfolio.
3. Eligible Banker's Acceptances with a maturity not exceeding 180 days from the date of trade settlement, drawn on or accepted by a FDIC insured commercial bank with combined capital and surplus of at least \$250 million, rated in a rating category of A-1, its equivalent, or higher by a nationally recognized statistical rating organization (NRSRO) at the time of purchase and whose senior long-term debt is rated in a rating category of "A", its equivalent, or higher by a NRSRO at the time of purchase. No more than 5% of MTS's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 40% of MTS's total portfolio.
4. Prime Commercial Paper (CP) with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity issuing the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
  - (a) The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of \$500,000,000 and (3) have debt other than commercial paper, if any, that is rated in a rating category of "A", its equivalent, or higher by a NRSRO.
  - (b) The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated in a rating category of A-1, its equivalent, or higher, by a NRSRO.

No more than 5% of MTS's total portfolio shall be invested in the commercial paper of any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CP investments with said issuer, and MTS shall not purchase more than 10% of the outstanding commercial paper of any single issuer. The aggregate non-pooled fund investment in commercial paper shall not exceed 25% of MTS's total portfolio. Pooled fund commercial paper investments shall not exceed 40% of MTS's total portfolio, and the combined pooled fund and non-pooled fund investment in commercial paper shall also not exceed 40% of MTS' total portfolio.

5. Non-negotiable certificates of deposit (CD) with a final maturity not exceeding five years and meeting the conditions in either paragraph (a) or paragraph (b) below:
  - (a) Certificates of deposit shall meet the requirements for deposit under California Government Code Section 53630 et seq. To be eligible to receive MTS deposits, the financial institution must meet the requirements of California Government Code Section 53635.2. Deposits are required to be collateralized as specified under California Government Code Section 53630 et seq. The Chief Financial Officer, at his or her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. MTS shall also have a signed agreement with the depository per California Government Code Section 53649.
  - (b) Certificates of deposit placed through a deposit placement service shall meet the requirements of Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by federal deposit insurance.

No more than 5% of the portfolio shall be held in any one non-negotiable certificate of deposit or allocated to any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CD investments with said issuer, and the aggregate investment in non-negotiable certificates of deposit and negotiable certificates of deposit shall not exceed 30% of MTS's total portfolio.

6. Negotiable Certificates of Deposit with a final maturity not exceeding five years issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Negotiable CD issuers must be rated in a rating category of "A", its equivalent, or higher by two NRSROs.

No more than 10% of the portfolio shall be held in any one negotiable certificate of deposit or allocated to any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CD investments with said issuer, and the aggregate investment in non-negotiable

certificates of deposit and negotiable certificates of deposit shall not exceed 30% of MTS's total portfolio.

7. Repurchase Agreements with a final termination date not exceeding 1 year collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in Sections 30.8.1 and 30.8.2 above with the maturity of the collateral not exceeding ten years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of MTS's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in MTS's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-market daily.

Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York or with firms that have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute an MTS-approved Master Repurchase Agreement with MTS. The Chief Financial Officer shall maintain a copy of MTS's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed such an agreement.

The Repurchase Agreement exposure to a single broker/dealer shall not exceed 10% of MTS's total portfolio when the dollar-weighted average Repurchase Agreement maturity is greater than 5 days, or 15% of MTS's total portfolio when the dollar-weighted average Repurchase Agreement maturity is 5 days or less. Maximum Repurchase Agreement exposure shall not exceed 40% of MTS's total portfolio.

8. Reverse Repurchase Agreements may only be directly utilized after prior approval by the MTS Board, or indirectly utilized as a permitted investment by the California Local Agency Investment Fund, the San Diego County Treasurer's Pooled Money Fund, or a Joint Powers Authority Pool.

If an MTS Reverse Repurchase Agreement is authorized by the MTS Board, it may only be utilized if: 1) the security to be sold has been owned and fully paid for by MTS for a minimum of 30 days prior to the sale; 2) the total of all Reverse Repurchase Agreements does not exceed 20% of the value of the total MTS portfolio; and 3) the agreement does not exceed a term of 92 days unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of the security using a Reverse Repurchase Agreement and the final maturity of the same security. The proceeds of the Reverse Repurchase Agreement may not be invested in securities whose maturity exceeds the term of the Reverse Repurchase Agreement.

Reverse Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York or with firms that have a primary dealer within their holding company structure. Reverse Repurchase Agreement counterparties shall execute an MTS-approved Master Repurchase Agreement with MTS. The Chief Financial

Officer shall maintain a copy of MTS's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed such an agreement.

The Reverse Repurchase Agreement exposure to a single broker-dealer shall not exceed 10% of MTS's total portfolio.

9. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. There is no limit on the percentage of MTS's portfolio that may be invested in LAIF, though LAIF may impose statutory limits.
10. The San Diego County Treasurer's Pooled Money Fund (SDPMF). There is no limit on the percentage of MTS's total portfolio that may be invested in SDPMF.
11. A Joint Powers Authority Pool (JPAP), pursuant to California Government Code Section 53601(p) as long as the portfolio is rated among the top two rating categories by a NRSRO. Such a pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management of at least \$500,000,000, and has at least five years of experience investing in instruments authorized by Section 53601(a-o). Examples of such pools include, but are not limited to, those offered by the California Asset Management Program (CAMP) and the Investment Trust of California (CalTrust). There is no limit on the percentage of JPAPs which offer daily (same-day) liquidity that may be held in MTS's portfolio; however, the aggregate investment in any JPAPs which do not offer daily liquidity shall not exceed 2.5% of MTS's total portfolio.
12. Medium Term Notes (MTN) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States with a final maturity not exceeding five years from the date of trade settlement. These notes must be rated in a rating category of "A", its equivalent, or higher by a NRSRO.

No more than ~~105~~10% of MTS's total portfolio shall be invested in medium term notes of any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-MTN investments with said issuer, and the aggregate investment in medium term notes shall not exceed 30% of MTS's total portfolio.

13. Money Market Funds registered under the Investment Company Act of 1940 that 1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) invest only in the securities and obligations authorized by State statute and 4) have attained the highest ranking or the highest letter and numerical rating provided by at least two NRSROs, or retained an investment advisor registered or exempt from registration (such as a bank holding company regulated by the Federal Deposit Insurance Corporation) with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500,000,000.

No more than 10% of MTS's total portfolio shall be invested in money market funds of any one issuer, and the aggregate investment in money market funds shall not exceed 20% of MTS's total portfolio.



14. Municipal bonds that are listed below with a final maturity not exceeding five years from the date of trade settlement and that must be rated in a rating category of "A," its equivalent, or higher by a NRSRO at the time of purchase. No more than 5% of MTS's total portfolio shall be invested in any single issuer, and the aggregate investment in municipal bonds shall not exceed 30% of MTS's total portfolio.
  - (a) Bonds issued by MTS, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by MTS or by a department, board, agency, or authority of MTS.
  - (b) Registered State warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
  - (c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
  - (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
15. Supranationals, which are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

Investments under this subdivision shall be rated in the rating category of "AA," its equivalent, or better by at least one NRSRO. Purchases of supranational shall not exceed 30% of the investment portfolio of MTS, and the exposure to a single supranational issuer shall not exceed 10% of the investment portfolio of MTS.
16. Mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable pass-through certificates, or consumer receivable-backed bonds with a maximum maturity of five years. Securities eligible for investment under this subdivision shall be issued by an issuer in a rating category of "A," its equivalent, or better for the issuer's debt as provided by a NRSRO, and the individual security must be rated in a category of "AA," its equivalent, or better by at least one NRSRO. Purchases of securities authorized by this subdivision may not exceed 20% of MTS's total portfolio.

17. Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600 of the California Government Code.

### 30.9 PROHIBITED INVESTMENTS

In accordance with Section 53601.6 of the California Government Code, MTS shall not invest any funds in inverse floaters, range notes or mortgage-derived interest-only strips, or in any security that could result in zero-interest accrual if held to maturity, with the following exception:- in accordance with Section 53601.6(b)(2), MTS may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates.

### 30.10 INVESTMENT POOLS

MTS allows investments in public agency investment pools (per Sections 30.8.9 – 30.8.11). Although many of these pools are long-standing, the Chief Financial Officer will annually obtain operating information from each utilized pool which includes the information detailed in Section 30.15 of this Investment Policy Statement.

### 30.11 MATURITY

MTS will not invest in instruments whose maturities exceed five years at the time of trade settlement unless the MTS Board has provided approval for a specific purpose at least three months before the investment is made. The Chief Financial Officer shall be responsible for determining and monitoring an average maturity which meets MTS's projected cash flow requirements and shall be reported to the MTS Board as required under State Law. The average duration of any externally managed fund utilized by MTS shall not exceed 150 percent of the duration of the appropriate benchmark for that fund.

### 30.12. SELECTION OF DEPOSITORIES

The Chief Financial Officer shall only utilize FDIC insured banks eligible to provide depository and other banking services for MTS. To be eligible, a bank must qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC insurance coverage in accordance with California Government Code Section 53652.

### 30.13. SAFEKEEPING & CUSTODY

The Chief Financial Officer may select one or more banks to provide third-party safekeeping and custodial services for MTS, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by MTS shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for MTS's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be held in the name of

MTS, with sufficient evidence to title consistent with modern investment, banking and commercial practices.

All investment securities, except non-negotiable certificates of deposit, money market funds, and public agency investment pools, purchased by MTS will be delivered by book entry and will be held in third-party safekeeping by an MTS-approved custodian bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by MTS shall be held in the Federal Reserve System in a customer account for the custodian bank which will name MTS as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for MTS as "customer."

#### 30.14. DIVERSIFICATION

MTS shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the portfolio should be managed depending upon the outlook for the economy, the securities markets, and MTS's anticipated cash flow needs.

#### 30.15. REPORTING

Quarterly, the Chief Financial Officer shall submit to the MTS Board a report of the investment earnings and performance results of MTS's investment portfolio. The report shall be submitted within 60 days following the end of the quarter, and shall include the following information for each individual investment:

1. Investment type, issuer, purchase date (trade and settlement), date of maturity, par value, purchase price and dollar amount invested in all securities, and investments and monies held by MTS;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. Current period yield (based on cost) and rates of return for short-term and mid-term investments, including comparison to established benchmarks;
5. A statement of compliance with this Investment Policy or an explanation for non-compliance; and
6. A statement of MTS's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

For investments in authorized investment pools, the most recent statement received from these pools may be used in lieu of the information listed above.

#### 30.16 INTERNAL CONTROLS

The Chief Financial Officer (or the Corporate Controller, or the Director of Financial Planning and Analysis, if delegated) shall establish a system of internal controls, which shall be documented in writing. The internal controls will be reviewed with both the outside independent auditor and MTS's internal auditor. The controls shall be designed to prevent loss of public funds arising from fraud, employee error, or misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of MTS. Controls deemed most important include: control of collusion, segregation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, written (email or faxed allowable) confirmation of telephone transactions, documentation of transactions and strategies and code of ethical standards.

### 30.17 PERFORMANCE STANDARDS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of MTS's portfolio and any external investment managers shall be compared to appropriate benchmark indices.

### 30.18 REVIEW, ADOPTION & AMENDMENTS

This Investment Policy shall be reviewed ~~biennially~~annually by the MTS Board. Such review shall include review of the "Summary of Statutory Changes" and Figure 1 (Allowable Investment Instruments per State Government Code) in the Local Agency Investment Guidelines. The MTS Investment Policy may not be altered, amended or changed in any particular way, except by formal approval of the MTS Board.

Attachments: Figure 1: Summary of California Code and MTS Policy  
Table of Notes for Figure 1  
Glossary of Investment Terms and Instruments

Original Policy accepted on 10/23/86.  
Policy revised on 9/23/93.  
Policy repealed and readopted 6/13/96.  
Policy revised on 12/11/97.  
Policy revised on 8/12/99.  
Policy revised on 8/10/00.  
Policy revised on 9/13/01.  
Policy revised on 3/11/04.  
Policy revised on 6/14/07.  
Policy revised on 10/11/18.  
Policy revised on 05/14/2020.  
Policy revised on 12/16/2021.

Figure 1: Summary of California Code and MTS Policy

INVESTMENT TYPE	CA CODE MAXIMUM MATURITY <sup>C</sup>	CA CODE MAXIMUM SPECIFIED % OF PORTFOLIO <sup>D</sup>	CA CODE MINIMUM QUALITY REQUIREMENTS	MTS POLICY MAXIMUM SPECIFIED % OF PORTFOLIO <sup>D</sup>	MTS POLICY MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	None	None	30%	"A" rating category or its equivalent or better
U.S. Treasury Obligations	5 years	None	None	Same as CA Code	Same as CA Code
State Obligations— CA And Others	5 years	None	None	30%	"A" rating category or its equivalent or better
CA Local Agency Obligations	5 years	None	None	30%	"A" rating category or its equivalent or better
U.S Agency Obligations	5 years	None	None	Same as CA Code	Same as CA Code
Bankers' Acceptances	180 days	40% <sup>E</sup>	None	Same as CA Code	"A-1" rating category or its equivalent or better
Commercial Paper— Pooled Funds <sup>I</sup>	270 days	40% of the agency's money <sup>G</sup>	Highest letter and number rating by an NRSRO <sup>H</sup>	Same as CA Code	Same as CA Code
Commercial Paper— Non-Pooled Funds <sup>F</sup>	270 days	If investment assets <\$100 million, 25% of the agency's money; if investment assets >\$100 million, 40% of the agency's money <sup>G</sup>	Highest letter and number rating by an NRSRO <sup>H</sup>	25% Same as CA Code	Same as CA Code
Negotiable Certificates of Deposit	5 years	30% <sup>J</sup>	None	Same as CA Code	"A" rating category or its equivalent or better
Non-negotiable Certificates of Deposit	5 years	None	None	30%	Same as CA Code
Placement Service Deposits	5 years	50%	None	30%	Same as CA Code
Placement Service Certificates of Deposit	5 years	50%	None	30%	Same as CA Code
Repurchase Agreements	1 year	None	None	40%	Same as CA Code
Reverse Repurchase Agreements & Securities Lending Agreements	92 days <sup>L</sup>	20% of the base value of the portfolio	None <sup>M</sup>	Same as CA Code	Same as CA Code
Medium-Term Notes <sup>N</sup>	5 years	30%	"A" rating category or its equivalent or better	Same as CA Code	Same as CA Code
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple <sup>P,Q</sup>	Same as CA Code	Same as CA Code
Collateralized Bank Deposits <sup>R</sup>	5 years	None	None	Same as CA Code	Same as CA Code
Mortgage Pass-Through and Asset-Backed Securities	5 years	20%	"AA" rating category or its equivalent or better	Same as CA Code	Same as CA Code
County Pooled Investment Funds	N/A	None	None	Same as CA Code	Same as CA Code
Joint Powers Authority Pool	N/A	None	Multiple <sup>S</sup>	2.5% on Pools not offering daily liquidity	Same as CA Code
Local Agency Investment Fund (LAIF)	N/A	None	None	Same as CA Code	Same as CA Code
Voluntary Investment Program Fund <sup>T</sup>	N/A	None	None	N/A – minimum investment is \$200 million.	N/A – minimum investment is \$200 million.
Supranational Obligations <sup>U</sup>	5 years	30%	"AA" rating category or its equivalent or better	Same as CA Code	Same as CA Code
Public Bank Obligations	5 years	None	None	Same as CA Code	Same as CA Code

## TABLE OF NOTES FOR FIGURE 1

<p>A. Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.</p> <p>B. Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.</p> <p>C. Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year limit.</p> <p>D. Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.</p> <p>E. No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.</p> <p>F. Includes agencies defined as a "city, a district, or other local agency that do[es] not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.</p> <p>G. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper <u>and medium-term notes</u> of any single issuer.</p> <p>H. Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.</p> <p>I. Includes agencies defined as a county, a city and county, or other local agency "that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body." Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).</p> <p>J. No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).</p> <p>K. Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investment made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.</p>	<p>L. Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.</p> <p>M. Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.</p> <p>N. "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States"</p> <p>O. No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.</p> <p>P. A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), have assets under management in excess of \$500 million, and have at least five years' experience investing in instruments authorized by Sections 53601 and 53635.</p> <p>Q. A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.</p> <p>R. Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.</p> <p>S. A JPAP must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).</p> <p>T. Upon approval by their governing bodies, local entities can deposit \$200 million to \$10 billion into the Voluntary Investment Program Fund. Deposits in the fund will be invested in the Pooled Money Investment Account.</p> <p>U. Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.</p>
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## GLOSSARY OF INVESTMENT TERMS AND INSTRUMENTS

Term	Description
Banker's Acceptance	A short-term bill of exchange that is accepted as payment by banks engaged in financing physical asset or merchandise trade.
Benchmark	A passive index used to compare the performance, relative to risk and return, of an investor's portfolio.
Bond	A debt obligation of a firm or public entity. A bond represents the agreement to repay the debt in principal and, typically, in interest on the principal.
Broker/Dealer	A person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.
CalTrust	The Investment Trust of California (CalTrust) is a Joint Powers Authority created by public agencies in 2005 to provide a convenient method for public agencies to pool their assets for investment purposes. CalTrust is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. CalTrust offers Government, Short-Term, Medium-Term, and Money Market funds managed by BlackRock. The Money Market and Government funds offer daily (same-day) liquidity. All CalTrust accounts comply with the limits and restrictions placed on local investments by California statutes.
CAMP	The California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies, together with any bond trustee acting on behalf of such public agency, assistance with the investment of and accounting for bond proceeds and surplus funds. The CAMP Pool is a short-term money market and cash management vehicle managed by PFM Asset Management LLC. The Pool seeks to attain as high a level of current income as is consistent with the preservation of principal. It seeks to maintain a constant Net Asset Value of \$1 per share and a dollar-weighted average portfolio maturity of 60 days or less. The Pool purchases only investments of the type in which public agencies are permitted by statute to invest surplus funds and proceeds of their own bonds.
Cash Flow	A comparison of cash receipts (revenues) to required payments (debt service, operating expenses, etc.).
Certificate of Deposit	A short-term, secured deposit in a financial institution that usually returns principal and interest to the lender at the end of the loan period. Certificates of Deposits (CDs) differ in terms of collateralization and marketability. Those appropriate to public agency investing include:

Term	Description
	Negotiable Certificates of Deposit, Non-Negotiable Certificates of Deposit.
Commercial Paper	A short-term, unsecured promissory note issued by a corporation. Prime paper includes those having Moody's ratings of P-3 and above.
Corporate Notes & Bonds	Debt instruments, typically unsecured, issued by corporations, with original maturities in most cases greater than one year and less than ten years.
Credit Risk	The chance that an issuer will be unable to make scheduled payments of interest and principal on an outstanding obligation. Another concern for investors is that the market's perception of a corporation's credit will cause the market value of a security to fall, even if default is not expected.
Credit Rating	Various alphabetical and numerical designations used by institutional investors, Wall Street underwriters, and commercial rating companies to give relative indications of bond and note creditworthiness. Standard & Poor's and Fitch Ratings use the same system, starting with their highest of "AAA, AA, A, BBB, BB, B, CCC, CC, C, and D" for default. Moody's Investor Services uses "Aaa, Aa, A, Baa, Ba, B, Caa, Ca, C, and D". Each of the services use pluses (+), minuses (-), or numerical modifiers to indicate steps within each category. The top four letter categories are considered investment grade ratings.
Duration	A fixed-income metric that measures the sensitivity of a bond or portfolio to changes in interest rates. A portfolio or security with a higher duration will experience larger changes in market value as interest rates change.
Federal Agency and Instrumentality Obligations	<p>Obligations issued by a government sponsored entity or a federally regulated institution. Federal Agencies and U.S. Government Sponsored Enterprises are U.S. Government related organizations, the largest of which are government financial intermediaries assisting specific credit markets (housing, agriculture). They include:</p> <ul style="list-style-type: none"> <li>▪ Federal Home Loan Banks (FHLB)</li> <li>▪ Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")</li> <li>▪ Federal National Mortgage Association (FNMA or "Fannie Mae")</li> <li>▪ Federal Farm Credit Banks (FFCB)</li> <li>▪ Student Loan Marketing Association (SLMA or "Sallie Mae")</li> <li>▪ Tennessee Valley Authority (TVA)</li> </ul>
Inverse Floater	An inverse floater is a bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes.
Issuer	Any corporation, governmental unit, or financial institution that borrows money through the sale of securities.



Term	Description
Joint Powers Authority Pool	Joint Powers Authorities are legally created entities that allow two or more public agencies to jointly exercise common powers. Under California Government Code Section 6509.7, public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power by issuing shares of beneficial interest to participating public agencies. Each share represents an equal proportionate interest in the underlying pool of securities owned by the Joint Powers Authority.
LAIF	The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and continues today under the State of California Treasurer's office. This program offers participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office Investment staff. The LAIF is part of the Pooled Money Investment Account (PMIA), which began in 1955 and is overseen by a Board and an Investment Committee. The Local Investment Advisory Board provides oversight for LAIF. All securities are purchased under the authority of the Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market, and market valuation is conducted monthly. Deposits are subject to statutory limits.
Liquidity	The ease with which an investment may be converted to cash, either by selling it in the secondary market or by demanding its repurchase pursuant to a put or other prearranged agreement with the issuer or another party.
Market Risk	The chance that the value of a security will decline as interest rates rise. In general, as interest rates fall, prices of fixed income securities rise. Similarly, as interest rates rise, prices fall. Market risk also is referred to as systematic risk or risk that affects all securities within an asset class similarly.
Maturity	The stated date on which all or a stated portion of the principal amount of a security becomes due and payable.
Money Market Fund	A type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of \$1 per share.
Mortgage – Derived Interest only (IO) Strips	Mortgage-derived Interest only (IO) strips are a security where the holder receives a non-principal portion of the payments on the underlying mortgages. An interest only strip is created by separating the principal and interest portions of the payments on the underlying loan pool and

Term	Description
	selling them as distinct products. The process of separating the payments on the underlying debts is known as stripping. Although interest only strips can be created out of any debt-backed security that generates periodic payment, the term is strongly associated with mortgage-backed securities (MBS). The mortgage-backed securities that go through the process that separates the interest and principal payment streams are referred to as stripped MBS. The investor in the interest only stream benefits when prepayment rate on the underlying debt is low and interest rates are rising.
Nationally Recognized Statistical Rating Organization (NRSRO)	The formal term to describe credit rating agencies that provide credit ratings that are used by the U.S. government in several regulatory areas. Ratings provided by Nationally Recognized Statistical Ratings Organizations (NRSRO) are used frequently by investors and are used as benchmarks by federal and state agencies. Generally, to be considered an NRSRO, the agency has to be "nationally recognized" in the U.S. and provide reliable and credible ratings. Also taken into consideration is the size of the credit rating agency, operational capability and its credit rating process. Some examples of NRSRO's include Moody's Investors Service Inc., Standard and Poor's Inc., Fitch Inc., Dominion Bond Rating Services Limited (DBRS) and A.M. Best Company Inc.
Notes	Debt obligations of a firm or public entity, usually maturing in less than ten years.
Pass-Through Security	A pass-through security is a security backed by a pool of mortgage loans or other debt instruments that provides the holder with the cash flow from the mortgage/debt payments. This income is passed through from the debtor to the investor by the financial institution or government agency issuing the security. The income payments are derived from and collateralized (or "backed") by a specified pool of underlying assets which are receivables. Pooling the assets into financial instruments allows them to be sold to general investors, a process called securitization, and allows the risk of investing in the underlying assets to be diversified because each security will represent a fraction of the total value of the diverse pool of underlying assets. The pools of underlying assets can comprise common payments such as credit cards, auto loans, mortgage loans, and other types of assets. Interest and principal is paid to investors from borrowers who are paying down their debt.
Portfolio	The combined holdings of all of an investor's investment assets.
Public Bank	A corporation organized under the Nonprofit Mutual Benefit Corporation Law or the Nonprofit Public Benefit Corporation Law for the purpose of engaging in the commercial banking business or industrial banking business that is wholly owned by a local agency or agencies, or a Joint Powers Authority.

Term	Description
Range Accrual Note	A range accrual note is a type of financial derivative product where the earning, or accrual, of the coupon rate, depends on the value of an index. The index could be an interest rate, currency exchange rate, the price of a commodity or stock index. If the index value falls within a specified range, the coupon accrues or is credited, interest. If the index value falls outside of the specified range, the coupon rate does not accumulate.
Repurchase Agreement	From the perspective of a local agency, the short-term, often overnight, purchase of securities with an agreement to resell the securities to the counterparty seller on or before a specified date at an agreed upon price.
Reverse Repurchase Agreement	From the perspective of a local agency, the sale of securities with an agreement to repurchase the securities from the counterparty buyer on or before a specified date at a specified price.
Return	The principal gains or losses (realized and unrealized) plus interest on an investment or portfolio of investments. In certain unfavorable market environments or due to risk factors, income derived from principal and interest may be less than the original amount invested.
Risk	The uncertainty of maintaining the principal or interest associated with an investment due to a variety of factors.
State & Local Investment Pools	The combined deposits of state and local agencies organized and operated by the state treasurer or a Joint Powers Agreement between local agencies. Deposits of various participating local agencies are pooled and invested. Each agency's returns are based upon their share of the amount invested in the pool. This increases investment efficiencies, decreases costs, provides liquidity, and utilizes investment expertise of the pool managers.
Supranational	A supranational entity is formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. Examples of supranational institutions include the European Investment Bank and the World Bank. Similarly to the government bonds, the bonds issued by these institutions are considered direct obligations of the issuing nations and have a high credit rating.
Treasury Bill	A Treasury bill (T-Bill) is a short-term debt obligation backed by the Treasury Department of the U.S. government with a maturity of less than one year, sold in denominations of \$1,000 up to a maximum purchase of \$5 million. T-bills have various maturities and are issued at a discount from par.
Treasury Bond	A Treasury bond (T-Bond) is a marketable, fixed-interest U.S. government debt security with a maturity of more than 10 years. Treasury bonds make interest payments semi-annually, and the income received

Term	Description
	is only taxed at the federal level. Treasury bonds are known in the market as primarily risk-free; they are issued by the U.S. government with very little risk of default.
Treasury Note	A Treasury note is a marketable U.S. government debt security with a fixed interest rate and a maturity between one and ten years. Treasury notes are available from the government with either a competitive or noncompetitive bid. With a competitive bid, investors specify the yield they want, at the risk that their bid may not be approved; with a noncompetitive bid, investors accept whatever yield is determined at auction.
Treasury STRIPS	Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they mature at par. STRIPS is an acronym for Separate Trading of Registered Interest and Principal of Securities. These zero-coupon bonds come about when the bond's coupons are separated from the bond or note; and investor's return is determined by the difference between the purchase price and the bond's trading value, or face value if held to maturity.
Yield to Maturity	The rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.



**Metropolitan  
Transit  
System**

## **Agenda Item No. 30**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

2022 STATE AND FEDERAL LEGISLATIVE PROGRAM (JULIA TUER, MARK WATTS,  
PETER PEYSER)

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the 2022 State and Federal Legislative Program (Attachment A).

Budget Impact

None.

**DISCUSSION:**

The draft 2022 State and Federal 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 2022. Staff will return to the Board for approval of any amendments that are required to address unforeseen future events or policy initiatives. MTS State and Federal advocates will also provide brief legislative updates to the Board.

/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 2022 State and Federal Legislative Program

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





**Metropolitan  
Transit  
System**

# 2022 State and Federal Legislative Program



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San Diego Metropolitan Transit System  
2022 State and Federal Legislative Program

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## **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 171 trolley cars, 63 stations and 63 miles of rail.

#### **Bus**

Fleet of over 750 buses and 98 fixed bus routes and Americans with Disabilities Act (ADA) complementary 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 \$291 million annual operating budget; \$92 million comes from fares. Fare revenue accounts for 31.6% of annual operating cost, one of the highest fare box recovery ratios among similar transit systems (FY19).

Ridership

MTS generates 85 million annual passenger trips or 275,000 trips each weekday. To handle the demand, the agency schedules 7,000 trips each weekday (FY19).

Planning and Scheduling

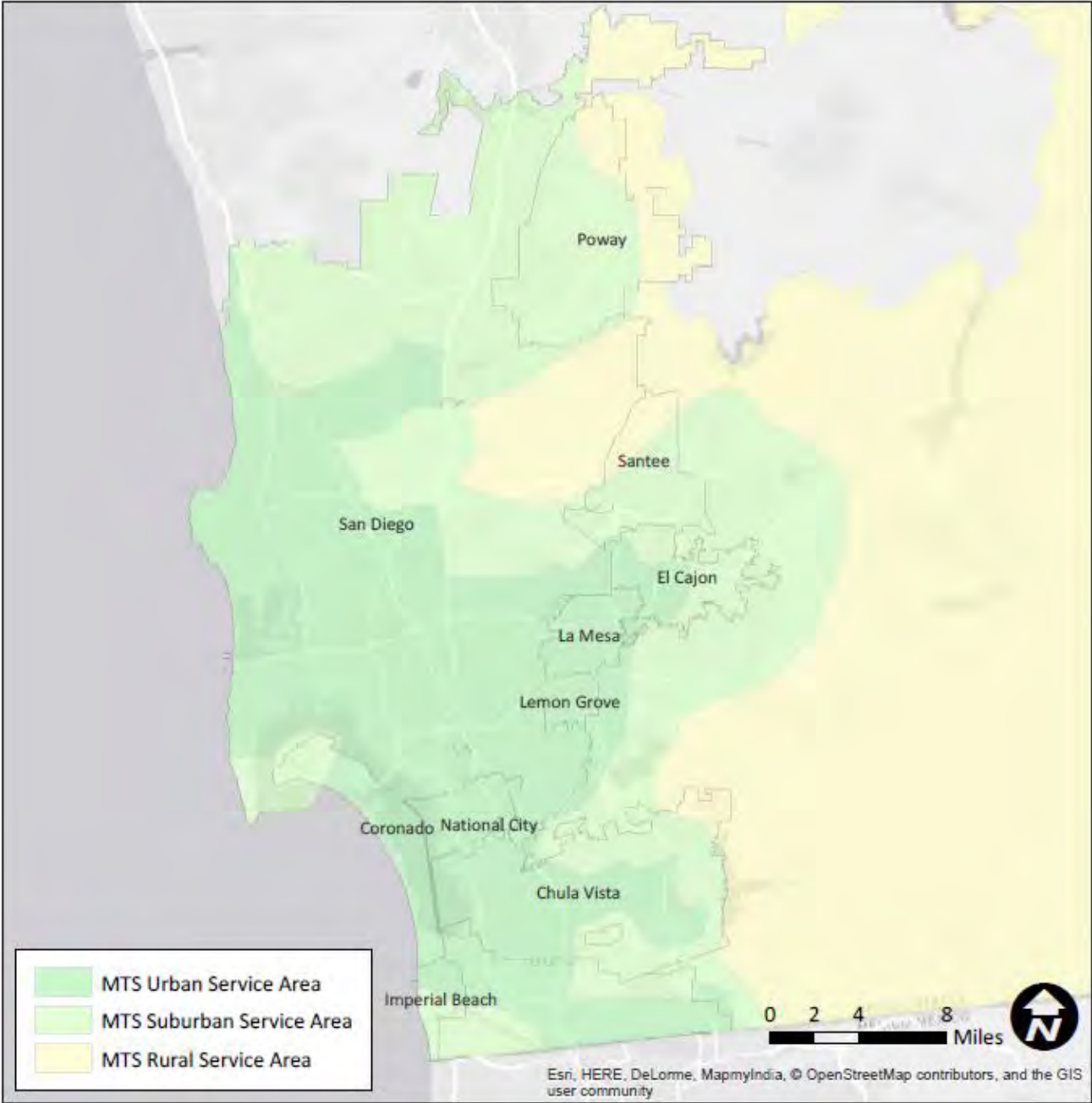
MTS is responsible for the service planning, scheduling, and performance monitoring of all MTS transit services. Service adjustments occur three times per year and as needed to improve efficiency and customer service.

Funding

MTS receives funding from various federal, state, and local sources. The primary sources are the California Transportation Development Act (TDA), Federal Transit Administration (sections 5307, 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, Poway, and Santee.



**San Diego Metropolitan Transit System**  
**Area of Jurisdiction**  
**June 2022**



## 2022 State Legislative Program

### I. Transit Funding

- Support legislation that would generate new revenue for transit projects and operating costs.
- Oppose legislation that would reduce direct funding to transit agencies or transportation funding in general.
- Oppose legislation that would expand the use of Transportation Development Act (TDA) funds to non-transit purposes not currently covered by statute.
- Support legislation that would help offset the impact on transit budgets caused by increases in fuel and energy costs.
- In partnership with interested cities, seek funding dedicated to grade-separation projects.
- Support legislation to exempt transit agencies from state sales tax.
- Support favorable programmatic guidelines for Cap and Trade Program-related funding sources, and seek awards under all relevant programs.
  - Support member agency applications for all relevant programs funded by Cap and Trade auctions.
- Oppose attempts to legislate local fare programs or to remove fare setting decisions from transit agencies.
- Seek subsidies for specialized fare programs supported by the MTS Board.
- Seek funding to help implement Youth Opportunity Passes in San Diego.
- Seek funding or policies that would facilitate better utilization of the San Diego waterways as a viable transportation option.
- Seek opportunities for funding or policies to help improve system infrastructure as a means to increase the safety of transit riders.
- Seek funding for zero emission buses and electrification infrastructure.
  - Support favorable electric rate setting to incentivize deployment of zero emission bus technology.
  - Support standardization of charging infrastructure and on-board bus charge management systems.
- Seek funding for the following capital projects:
  - 12th and Imperial Transit Center Expansion
  - Bus Stop Improvements
  - Expansion of Trolley Yard
  - MTS Bus Replacement Vehicles
  - New Bus Maintenance Facility
  - San Ysidro Intermodal Transit Center
  - SD 100 Light Rail Vehicle Replacements
  - Traction Power Substation Replacements
  - Zero Emission Buses and Electrification Infrastructure
  - Southwestern College Bus Rapid Transit (BRT)
  - Trolley to the Airport

### II. Recovery from Coronavirus (COVID-19) Pandemic

- Support legislation that would provide funding and policy relief measures to public transit agencies to help recover and rebuild from the COVID-19 pandemic.
- Support policies and public health measures that protect the safety and wellbeing of transit riders and public transit employees during the recovery of the COVID-19 pandemic.

III. Equity and Social Justice

- Support equity and social justice measures that encourage inclusivity in public engagement and outreach efforts in order to better serve and deliver equitable transportation options.
  - Conduct Social Equity Listening Tour to help prioritize short-term and long-term social equity efforts and framework.

IV. Homelessness

- Seek funding and resources to implement a program that helps persons experiencing homelessness throughout the MTS system.

V. Climate Change

- Support state and other governmental agency efforts that help address issues of climate change.
- Seek legislative opportunities for funding and policies that increase transit's ability to play a lead role in addressing issues of climate change.

VI. Transit-Oriented Development

- Support legislation that provides funding incentives for mixed-use projects and transit-oriented development.
- Support legislation that aids transit operators' efforts to create high density transit-oriented development.
- In partnership with interested cities, continue seeking changes to Surplus Land Act statutes that would allow MTS development and joint development projects to be planned and designed in a way that benefits and achieves the region's important housing, climate action, and economic development goals.

VII. Public Safety

- Oppose legislation or regulations that would have an adverse impact on transit agencies' ability to provide safe transportation to their customers.

VIII. For-Hire Vehicle Administration

- Explore implementation of recent changes to MTS enabling statutes that allows MTS to regulate for-hire vehicle transportation services for the County of San Diego or any City within the County of San Diego.

IX. Regulatory Matters

- Support legislation that would facilitate the delivery of transit capital projects.
- Oppose unfunded mandates that negatively impact transit operators.
- Seek dedicated funding to offset costs when new regulatory requirements are proposed.
- Oppose legislation that adversely limits the use of eminent domain for public transportation projects.
- Oppose legislation that would limit MTS's use of data to provide better service to customers.
- Oppose efforts to eliminate or restrict transit exemption provisions in the California Environmental Quality Act (CEQA).

- Seek legislation to require Medi-Cal managed care plans to reimburse public transit agencies for Medi-Cal eligible paratransit trips.

X. Labor Relations

- Monitor and respond to legislation relating to personnel matters.
- Support legislation that protects the integrity of collective bargaining agreements.
  - Oppose efforts to mandate benefits or working conditions.
- Monitor and respond to legislation designed to clarify provisions of the Public Employees' Pension Reform Act of 2012.

XI. Administration

- Seek changes to MTS enabling statutes that would amend MTS contracting thresholds to align with the Federal Transit Administration.
- Seek changes to California Public Records Act clarifying that public agency contracts are public records subject to disclosure.
- Seek mechanism for MTS to provide post-conviction relief within established MTS Diversion Program.

XII. Support Legislative Programs of Other Agencies or Organizations

- 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.
- 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.

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## 2022 Federal Legislative Program

I. Transit Funding

- Support legislation that would generate an increase in appropriation levels for existing transit funding program.
- Oppose legislation that would reduce direct funding to transit agencies or transportation in general.
- Support legislation that would help offset the impact on transit budgets caused by increases in fuel costs.
- Support legislation that would generate new revenue for transit projects and operating costs.
- Seek competitive funding opportunities in the new surface transportation reauthorization program.
- Support legislation to bring funding to railroad corridors and seek funding for railroad bridge and infrastructure rehabilitation.
- Seek funding to offset the costs associated with implementation and deployment of zero emission bus technologies.
- Seek funding or policies that would facilitate better utilization of the San Diego waterways as a viable transportation option.

- Seek opportunities for funding or policies to help improve system infrastructure as a means to increase the safety of transit riders.
- Seek programs in the defense appropriation process that would help offset the cost to provide transit services for military facilities.
- Oppose attempts to discontinue federal funding for school paratransit services or for nonemergency medical transport.
- Seek a legislative fix to ensure that transit operators will be reimbursed for paratransit services for Medicaid eligible trips.
- Seek funding for the following capital projects:
  - 12th and Imperial Transit Center Expansion
  - Bus Stop Improvements
  - Expansion of Trolley Yard
  - MTS Bus Replacement Vehicles
  - New Bus Maintenance Facility
  - San Ysidro Intermodal Transit Center
  - SD 100 Light Rail Vehicle Replacements
  - Traction Power Substation Replacements
  - Zero Emission Buses and Electrification Infrastructure
  - Southwestern College Bus Rapid Transit (BRT)
  - Trolley to the Airport

## II. Recovery from Coronavirus (COVID-19) Pandemic

- Support legislation that would provide funding and policy relief measures to public transit agencies to help recover and rebuild from the COVID-19 pandemic.
- Support policies and public health measures that protect the safety and wellbeing of transit riders and public transit employees during the recovery of the COVID-19 pandemic.
- Support new federal emergency and economic stimulus measures that include direct funding for public transit agencies via Federal Transit Administration Formula Grants.

## III. Equity and Social Justice

- Support equity and social justice measures that encourage inclusivity in public engagement and outreach efforts in order to better serve and deliver equitable transportation options.

## IV. Homelessness

- Seek funding and resources to implement a program that helps persons experiencing homelessness throughout the MTS system.

## V. Climate Change

- Support federal and other governmental agency efforts that help address issues of climate change.
- Seek legislative opportunities for funding and policies that increase transit's ability to play a lead role in addressing issues of climate change.

## VI. Public Safety

- Oppose attempts to create duplicative state rail safety regulatory agencies.
- Support legislation that provides reimbursement to transit operators for lost employee work hours due to emergency preparedness and antiterrorism training.

- Oppose legislation or regulations that would have an adverse impact on transit agencies' ability to provide safe transportation to their customers.

#### VII. Regulatory Matters

- Support legislation that would facilitate the delivery of capital projects.
- Oppose unfunded mandates that negatively impact transit operators.
  - Seek funding for all newly mandated programs.
- Support efforts to increase competition in the fuel market.
- Oppose proposals that limit the use of eminent domain for public transportation projects.
- 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.
- Support efforts to ensure that climate change legislation recognizes that transit investment can help achieve emission reduction goals, and seek inclusion of transit funding in any climate change legislation.
- Oppose efforts to enlarge the universe of paratransit service eligibility to classifications of individuals that could effectively be served through fixed route services.
- Support limitations on the interpretation of the Americans with Disabilities Act with regard to service animals.
- Monitor and respond to attempts to alter Access Guidelines in a way that would financially burden transit operators without providing funding.
- Seek positive closure to the Department of Labor's case regarding the California Public Employees' Pension Reform Act (PEPRA).

#### VIII. Support Legislative Programs of Other Agencies or Organizations

- 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.
- 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.





## Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

TROLLEY TO AIRPORT FEASIBILITY STUDY (HEATHER FUREY AND BRENT BOYD)

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors receive the report on the Trolley to Airport Feasibility Study and direct staff to create Capital Improvement Project (CIP) Trolley to the Airport and continue outreach with stakeholders.

Budget Impact

None. Funding for further analysis would be based on receipt of grant awards.

**DISCUSSION:**

There is significant public interest in extending the Trolley network to San Diego International Airport. This was the highest-ranked item in the Elevate SD effort that MTS undertook in 2019 and early 2020.

This project is an update to an initial feasibility plan completed for Elevate SD. For this update, MTS has contracted with Mott MacDonald to provide a feasibility analysis and rough order of magnitude of costs of an underground connection from the current Trolley alignment in Little Italy to airport property.

The extension would be part of a new line that would connect the airport to Little Italy, Santa Fe Depot, the Convention Center, and hotels along the current Green Line Trolley alignment in downtown San Diego, and would provide transfer opportunities to all three Trolley lines and 11 bus routes. This analysis includes an underground alignment along Hawthorn Street and Harbor Drive, which would minimize property impacts.

It is recognized that this project will be of interest to many stakeholders, and as part of this effort MTS has had initial discussions with airport staff, the Port of San Diego, and Solar Turbines.



Results of the the preliminary engineering analysis and summary of the outreach to stakeholders will be presented.

MTS staff recommends continuing these efforts by including the project in the Capital Improvement Plan (2009116001) and continuing outreach with stakeholders.

/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. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

FISCAL YEAR (FY) 2021 PERFORMANCE MONITORING REPORT (DENIS DESMOND,  
MIKE WYGANT, WAYNE TERRY)

**INFORMATIONAL ONLY**

Budget Impact

None.

**DISCUSSION:**

MTS Board Policy No. 42, "Transit Service Evaluation and Adjustment", establishes a process for evaluating existing transit services to achieve the objective of developing a customer-focused, competitive, integrated, and sustainable system. Additionally, federal Title VI guidance requires that certain performance measures be evaluated and reported to the Board periodically.

Staff from the Planning and Scheduling Department will provide a summary of fiscal year 2021 service performance, including impacts from the COVID-19 pandemic. Staff from the Rail and Bus Operating Divisions will also provide a summary of significant operational events and highlights from fiscal year 2021.

/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. FY 2021 Performance Monitoring Report



**OBJECTIVE | Develop a Customer-Focused and Competitive System**

The following measures of productivity and service quality are used to ensure that services are focused on providing competitive and attractive transportation that meets our customers' needs.

**Total Passengers**

Route Categories	FY 2019	FY 2020	FY 2021	# Change		% Change	
				FY19 - FY20	FY20 - FY21	FY19 - FY20	FY20 - FY21
Urban Frequent	30,415,325	24,452,815	13,100,977	(5,962,510)	(11,351,838)	-19.6%	-46.4%
Urban Standard	7,454,910	6,129,760	3,324,699	(1,325,150)	(2,805,061)	-17.8%	-45.8%
Rapid	6,504,970	5,772,834	2,122,799	(732,136)	(3,650,035)	-11.3%	-63.2%
Express	2,008,630	1,590,269	689,067	(418,361)	(901,202)	-20.8%	-56.7%
Circulator	821,636	669,608	285,430	(152,028)	(384,178)	-18.5%	-57.4%
Premium/Rapid Express	281,240	207,372	34,017	(73,868)	(173,355)	-26.3%	-83.6%
Rural	84,552	54,435	34,329	(30,117)	(20,106)	-35.6%	-36.9%
<b>Fixed-Bus Subtotal</b>	<b>47,571,263</b>	<b>38,877,093</b>	<b>19,591,318</b>	<b>(8,694,170)</b>	<b>(19,285,775)</b>	<b>-18.3%</b>	<b>-49.6%</b>
Light Rail (Blue, Orange, Green)	37,274,030	31,991,303	19,516,255	(5,282,727)	(12,475,048)	-14.2%	-39.0%
Light Rail (Silver)	19,727	11,724	82	(8,003)	(11,642)	-40.6%	-99.3%
<b>Light Rail Subtotal</b>	<b>37,293,757</b>	<b>32,003,027</b>	<b>19,516,337</b>	<b>(5,290,730)</b>	<b>(12,486,690)</b>	<b>-14.2%</b>	<b>-39.0%</b>
<b>ALL Fixed Route</b>	<b>84,865,020</b>	<b>70,880,120</b>	<b>39,107,655</b>	<b>(13,984,900)</b>	<b>(31,772,465)</b>	<b>-16.5%</b>	<b>-44.8%</b>
Demand-Resp. (MTS Access)	423,212	282,578	92,386	(140,634)	(190,192)	-33.2%	-67.3%
Demand-Resp. (Access Taxi)	69,263	61,382	14,807	(7,881)	(46,575)	-11.4%	-75.9%
<b>Demand-Resp. Subtotal</b>	<b>492,475</b>	<b>343,960</b>	<b>107,193</b>	<b>(148,515)</b>	<b>(236,767)</b>	<b>-30.2%</b>	<b>-68.8%</b>
<b>System</b>	<b>85,357,495</b>	<b>71,224,080</b>	<b>39,214,848</b>	<b>(14,133,415)</b>	<b>(32,009,232)</b>	<b>-16.6%</b>	<b>-44.9%</b>

**NOTES:** Ridership figures were poised for a 3% increase in FY 2020 over the year before, but the onset of the Covid-19 pandemic in March 2020 has impacted ridership since then. Although ridership decreased by over half from FY 2019 to FY 2021, by Fall 2021 passenger levels are back to nearly 70% of pre-pandemic baseline and climbing.

**Average Weekday Passengers**

Route Categories	FY 2019	FY 2020	FY 2021	# Change		% Change	
				FY19 - FY20	FY20 - FY21	FY19 - FY20	FY20 - FY21
Urban Frequent	99,521	78,864	40,886	(20,657)	(37,978)	-20.8%	-48.2%
Urban Standard	25,567	20,771	10,928	(4,796)	(9,843)	-18.8%	-47.4%
Rapid	21,678	19,026	6,486	(2,652)	(12,540)	-12.2%	-65.9%
Express	7,247	5,671	2,387	(1,576)	(3,284)	-21.7%	-57.9%
Circulator	2,947	2,393	1,053	(554)	(1,340)	-18.8%	-56.0%
Premium/Rapid Express	1,112	813	134	(298)	(679)	-26.8%	-83.5%
Rural	334	213	135	(121)	(78)	-36.1%	-36.7%
<b>Fixed-Bus Subtotal</b>	<b>158,406</b>	<b>127,752</b>	<b>62,009</b>	<b>(30,654)</b>	<b>(65,744)</b>	<b>-19.4%</b>	<b>-51.5%</b>
Light Rail (Blue, Orange, Green)	114,624	98,190	59,367	(16,433)	(38,824)	-14.3%	-39.5%
Light Rail (Silver)	83	79	0	(4)	(79)	-4.6%	-100.0%
<b>Light Rail Subtotal</b>	<b>114,706</b>	<b>98,269</b>	<b>59,367</b>	<b>(16,437)</b>	<b>(38,902)</b>	<b>-14.3%</b>	<b>-39.6%</b>
<b>ALL Fixed Route</b>	<b>273,112</b>	<b>226,021</b>	<b>121,375</b>	<b>(47,091)</b>	<b>(104,646)</b>	<b>-17.2%</b>	<b>-46.3%</b>
Demand-Resp. (MTS Access)	1,523	1,004	303	(520)	(700)	-34.1%	-69.8%
Demand-Resp. (Access Taxi)	231	202	51	(29)	(151)	-12.7%	-74.7%
<b>Demand-Resp. Subtotal</b>	<b>1,754</b>	<b>1,205</b>	<b>354</b>	<b>(549)</b>	<b>(851)</b>	<b>-31.3%</b>	<b>-70.6%</b>
<b>System</b>	<b>274,866</b>	<b>227,226</b>	<b>121,729</b>	<b>(47,640)</b>	<b>(105,497)</b>	<b>-17.3%</b>	<b>-46.4%</b>

**NOTES:** The average weekday ridership figure tracks closely with the overall passenger trends. After a low point in mid-April 2020 of under 65 thousand daily riders, by the October 2021 the average weekday ridership had risen back up to over 180 thousand passengers.

**Passengers per Revenue Hour**

The 'passengers per revenue hour' metric shows how any added or removed **revenue hours** (in-service hours plus layover hours) relate to ridership increases or decreases. Increasing riders per revenue hour would indicate that the system is more efficient, for example, carrying more passengers with the same number of buses.

Route Categories	FY 2019	FY 2020	FY 2021	% Change	
				FY19 - FY20	FY20 - FY21
Urban Frequent	26.8	22.6	11.6	-15.5%	-48.8%
Urban Standard	18.8	15.4	8.2	-18.0%	-46.5%
Rapid	31.4	26.3	9.4	-16.1%	-64.4%
Express	25.4	20.9	8.6	-17.6%	-58.6%
Circulator	13.3	11.2	5.0	-15.3%	-55.2%
Premium/Rapid Express	24.0	21.1	5.8	-12.0%	-72.5%
Rural	15.8	10.6	6.6	-32.6%	-38.4%
<b>Fixed-Bus Subtotal</b>	<b>25.1</b>	<b>21.0</b>	<b>10.3</b>	<b>-16.1%</b>	<b>-51.2%</b>
Light Rail (Blue, Orange, Green)	216.7	180.9	105.4	-16.5%	-41.8%
Light Rail (Silver)	21.6	19.5	6.9	-9.8%	-64.4%
<b>Light Rail Subtotal</b>	<b>215.7</b>	<b>180.4</b>	<b>105.3</b>	<b>-16.4%</b>	<b>-41.6%</b>
<b>ALL Fixed Route</b>	<b>41.0</b>	<b>35.0</b>	<b>18.7</b>	<b>-14.6%</b>	<b>-46.6%</b>
Demand-Resp. (MTS Access)	2.0	1.8	1.3	-8.3%	-27.9%
Demand-Resp. (Access Taxi)	n/a	3.3	3.4	100.0%	3.3%
<b>Demand-Resp. Subtotal</b>	<b>2.1</b>	<b>2.0</b>	<b>1.5</b>	<b>-6.0%</b>	<b>-27.5%</b>
<b>System</b>	<b>37.1</b>	<b>32.4</b>	<b>18.1</b>	<b>-12.6%</b>	<b>-44.2%</b>

**NOTES:** This figure dropped during the Covid-19 pandemic because MTS maintained most regular service levels throughout FY 2021, while ridership remained below normal.

**Weekday Passengers per In-Service Hour**

The 'passengers per in-service hour' measure is related to the above 'passengers per revenue hour,' but shows how many passengers are carried while the vehicle is in-service picking up passengers, excluding layover time. Analyzing this figure helps MTS to understand how effective it is at providing the right level of service (instead of how efficiently MTS is grouping trips and breaks together for a vehicle to operate [revenue hours]).

Route Categories	FY 2019	FY 2020	FY 2021	% Change	
				FY19 - FY20	FY20 - FY21
Urban Frequent	33.8	28.8	14.0	-14.7%	-51.4%
Urban Standard	26.1	21.2	10.9	-18.7%	-48.5%
Rapid	41.3	35.0	11.5	-15.2%	-67.3%
Express	33.4	27.4	10.8	-18.1%	-60.4%
Circulator	17.4	14.8	6.8	-15.0%	-54.0%
Premium/Rapid Express	26.6	23.5	6.6	-11.9%	-71.7%
Rural	15.8	10.6	9.5	-32.6%	-11.1%
<b>Fixed-Bus Subtotal</b>	<b>32.3</b>	<b>27.3</b>	<b>12.7</b>	<b>-15.6%</b>	<b>-53.6%</b>
Light Rail (Blue, Orange, Green)	260.9	216.4	122.5	-17.1%	-43.4%
Light Rail (Silver)	23.6	23.2	-	-1.8%	-100.0%
<b>Light Rail Subtotal</b>	<b>260.6</b>	<b>216.2</b>	<b>122.5</b>	<b>-17.0%</b>	<b>-43.4%</b>
<b>ALL Fixed Route</b>	<b>51.1</b>	<b>44.0</b>	<b>22.6</b>	<b>-14.0%</b>	<b>-48.7%</b>
Demand-Resp. (MTS Access)	2.0	1.9	1.3	-8.2%	-29.0%
Demand-Resp. (Access Taxi)	-	3.2	3.4	100.0%	6.3%
<b>Demand-Resp. Subtotal</b>	<b>2.1</b>	<b>2.0</b>	<b>1.5</b>	<b>-6.2%</b>	<b>-27.5%</b>
<b>System</b>	<b>44.6</b>	<b>39.6</b>	<b>21.6</b>	<b>-11.3%</b>	<b>-45.4%</b>

**NOTES:** The Weekday Passengers per In-Service Hour metric followed the same trends as Passengers per Revenue Hour.

**On-Time Performance**

On-time performance (OTP) is measured at each bus timepoint for every trip; buses departing timepoints within 0-5 minutes of the scheduled time are considered to be "on-time." Trolley trips arriving at their end terminal within 0-5 minutes of the scheduled time are considered to be "on-time." OTP is measured by service change period in order to show the results of scheduling changes. MTS' goal for on-time performance is 85% for Urban Frequent and Rapid bus routes, and 90% for Trolley and all other bus route categories. Each route is continually evaluated to determine if performance below the target is a result of issues that MTS controls, such as driver performance or scheduling, or situations outside MTS' direct control, such as construction, traffic congestion, and passenger issues. **Performance of fixed bus routes is heavily impacted by construction, stop signs and stop lights, and traffic when they travel through high density corridors.**

Route Categories	Service Change Period					GOAL
	Sept. 2019	Jan. 2020	June 2020	Sept. 2020	Jan. 2021	
Urban Frequent	82.1%	86.7%	91.7%	91.9%	90.5%	85.0%
Urban Standard	86.2%	89.3%	92.8%	92.3%	91.9%	90.0%
Rapid	85.1%	88.1%	94.2%	94.0%	93.2%	85.0%
Express	82.3%	88.6%	95.1%	94.5%	94.5%	90.0%
Circulator	85.8%	88.1%	92.7%	93.1%	91.9%	90.0%
Premium/Rapid Express	82.0%	86.8%	91.3%	91.2%	97.6%	90.0%
Rural	N/A	N/A	N/A	N/A	N/A	
Demand-Resp. (Access & Taxi)	N/A	N/A	N/A	N/A	N/A	
Light Rail (Blue, Orange, Green)	93.3%	96.3%	98.0%	97.6%	98.9%	90.0%
Light Rail (Silver)	98.8%	99.6%	N/A	N/A	N/A	90.0%
<b>System</b>	<b>84.1%</b>	<b>88.4%</b>	<b>92.8%</b>	<b>92.9%</b>	<b>91.3%</b>	

**NOTES:** Reduced traffic congestion and ridership levels due to COVID-19 resulted in substantial improvements to MTS' on-time performance in every route category. Every category exceeded its Policy 42 goal by June 2021, though these can be expected to normalize as traffic and ridership return.

**Preventable Accidents per 100,000 Miles**

Preventable accidents are defined as those in which MTS safety staff determined that the bus or train operator did not do everything possible to avoid an accident. It does not necessarily indicate that the MTS operator was at-fault or cited.

Operator	FY 2019	FY 2020	FY 2021
MTS Directly-Operated Bus	1.09	0.91	0.92
MTS Contracted Fixed-Route Bus	1.24	1.36	0.95
Demand-Resp. (Access & Taxi)	0.76	0.51	0.33
MTS Rail	0.03	0.03	0.09

**NOTES:** In FY 2021, contracted services improved on their FY 2020 preventable accident rate, while directly-operated services showed slight increases.

**Mean Distance Between Failures (MDBF)**

In this metric, a higher number is better: it means the fleet is traveling farther between breakdowns. Consistent with the National Transit Database definition, a "failure" is a mechanical failure of a vehicle that prevents the start or completion of a trip due to safety, because vehicle movement is limited, or because policy requires removal from service. The average age of each mode's fleet from year to year impacts the annual change in MDBF.

Operator	FY 2019	FY 2020	FY 2021	% Change	
				FY19 - FY20	FY20 - FY21
MTS Directly-Operated Bus	3,937	4,816	5,680	22.3%	18.0%
MTS Contracted Fixed-Route Bus	7,221	6,530	7,685	-9.6%	17.7%
Demand-Resp. (Access & Taxi)	46,086	45,373	46,684	-1.5%	2.9%
MTS Rail	10,392	12,874	13,567	23.9%	5.4%

*NOTES:* MDBF improved for all modes from FY 2020 to FY 2021.

**Complaints per 100,000 Passengers**

This metric utilizes data from MTS' Customer Resource Management system, which tracks our customer service contacts.

Operator	FY 2019	FY 2020	FY 2021	% Change	
				FY19 - FY20	FY20 - FY21
MTS Directly-Operated Bus	5.3	5.5	8.0	4.2%	44.8%
MTS Contracted Fixed-Route Bus	7.3	9.5	10.5	30.4%	10.7%
Demand-Resp. (Access & Taxi)	112.1	145.4	119.4	29.7%	-17.9%
MTS Rail	1.5	1.4	1.3	-7.8%	-7.1%
<b>System</b>	<b>4.8</b>	<b>5.5</b>	<b>5.6</b>	<b>13.5%</b>	<b>1.8%</b>

*NOTES:* The pandemic caused complaint rates to spike in late FY 2020 and FY 2021 on bus modes, with many complaints related to crowding, face covering requirement, and passenger behavior.

**OBJECTIVE | Develop a Sustainable System**

The following measures are used to ensure that transit resources are deployed efficiently and do not exceed budgetary constraints. These resources may be increased over the budgeted amounts in order to respond to heavy passenger loads, special events, or unplanned detours due to construction or route changes. They may be lower than budgeted if underperforming services are reduced, or if not all of the planned capacity is required to meet the ridership demand.

**Revenue Hours**

Operator	FY21 Budget	FY21 Actual	# Diff	% Diff
MTS Directly-Operated Bus	852,310	814,134	(38,176)	-4.5%
MTS Contracted Fixed-Route Bus	1,146,717	1,093,930	(52,787)	-4.6%
Demand-Resp (Access & Taxi)	226,221	73,654	(152,567)	-67.4%
MTS Rail	545,083	555,064	9,981	1.8%
<b>System</b>	<b>2,770,331</b>	<b>2,536,782</b>	<b>(233,549)</b>	<b>-8.4%</b>

*NOTES:* Some less bus services was operated than budgeted, mostly school-related tripper services that weren't operated due to school campuses being closed. MTS also operated reduced levels of commuter-oriented bus services. The demand-response MTS Access service had the largest drop in hours and miles compared to budget, as its service level is directly tied to [lower] ridership.

*MTS Rail shows 'car' (not 'train') revenue hours and miles for budget and actual.*

**Revenue Miles**

Operator	FY21 Budget	FY21 Actual	# Diff	% Diff
MTS Directly-Operated Bus	10,138,232	9,631,608	(506,624)	-5.0%
MTS Contracted Fixed-Route Bus	12,056,309	11,407,068	(649,241)	-5.4%
Demand-Resp (Access & Taxi)	4,535,766	1,558,475	(2,977,291)	-65.6%
MTS Rail	9,901,787	10,077,479	175,692	1.8%
<b>System</b>	<b>36,632,094</b>	<b>32,674,630</b>	<b>(3,957,464)</b>	<b>-10.8%</b>

*NOTES:* See notes above for Revenue Hours.

**OBJECTIVE | Develop a Sustainable System**

The following measures are used to ensure that transit resources are deployed efficiently and do not exceed budgetary constraints. These

**Scheduled In-Service Hours (Weekly Total)**

Operator	June 2020	June 2021	# Diff	% Diff
MTS Directly-Operated Bus	12,543	12,921	377	3.0%
MTS Contracted Fixed-Route Bus	15,903	16,107	204	1.3%
MTS Rail	3,064	3,101	37	1.2%
<b>System</b>	<b>31,511</b>	<b>32,129</b>	<b>618</b>	<b>2.0%</b>

**NOTES:** Scheduled hours of bus service were largely flat from the June 2020 shake-up to the June 2021 shake-up.

**Scheduled In-Service Miles (Weekly Total)**

Operator	June 2020	June 2021	# Diff	% Diff
MTS Directly-Operated Bus	185,102	188,416	3,313	1.8%
MTS Contracted Fixed-Route Bus	213,700	215,878	2,178	1.0%
MTS Rail	64,679	65,456	777	1.2%
<b>System</b>	<b>463,482</b>	<b>469,750</b>	<b>6,268</b>	<b>1.4%</b>

**NOTES:** Scheduled in-service miles of bus service were largely flat from the June 2020 shake-up to the June 2021 shake-up.

**Scheduled Weekday Peak-Vehicle Requirement**

This measure shows the maximum number of vehicles that are on the road at any one time (a weekday peak period) in order to provide the levels

Operator	June 2020	June 2021	# Change FY20 - FY21
MTS Directly-Operated Bus	209	218	9
MTS Contracted Fixed-Route Bus	290	296	6
MTS Rail	96	96	0

**NOTES:** Peak bus counts increased as seasonal service that did not operate in 2020 due to the pandemic was restored for 2021.

**Scheduled In-Service Speed (MPH) (Weekday)**

Operator	June 2020	June 2021	% Change FY20 - FY21
MTS Directly-Operated Bus	14.7	14.6	-1.1%
MTS Contracted Fixed-Route Bus	13.6	13.7	0.1%
MTS Rail	21.1	21.1	0.0%

**NOTES:** Scheduled service speeds remained relatively flat year-over-year.

**Scheduled In-Service Miles/Total Miles (Weekday)**

The 'in-service miles per total miles' ratio is only calculated for MTS in-house operations, as contractors are responsible for bus and driver assignments (runcutting) for MTS Contract Services.

Operator	June 2020	June 2021	% Change FY20 - FY21
MTS Directly-Operated Bus	87.6%	87.0%	-0.6%
MTS Contracted Fixed-Route Bus	N/A	N/A	N/A
MTS Rail	98.5%	98.5%	0.0%

**NOTES:** Efficiency of scheduling has kept the ratio generally consistent over time.

**Scheduled In-Service Hours/Total Hours (Weekday)**

As with the mileage statistic, 'in-service hours' per total hours are only calculated for MTS in-house operations.

Operator	June 2020	June 2021	% Change FY20 - FY21
MTS Directly-Operated Bus	76.5%	76.1%	-0.5%
MTS Contracted Fixed-Route Bus	N/A	N/A	N/A
MTS Rail (Layover Included)	85.4%	85.6%	0.2%

**NOTES:** Efficiency of scheduling has kept the ratio generally consistent over time.



**Farebox Recovery**

This metric measures the percent of total operating cost recovered through fare revenue. The Transportation Development Act (TDA) has a requirement of 31.9 percent system-wide for fixed-route services (excluding regional routes which have a 20% requirement).

Operator	FY 2019	FY 2020	FY 2021	% Change	
				FY19 - FY20	FY20 - FY21
MTS Directly-Operated Bus	22.5%	19.3%	12.5%	-14.2%	-35.4%
MTS Contracted Fixed-Route Bus	36.0%	28.4%	17.7%	-21.1%	-37.9%
MTS Rail	51.6%	41.1%	20.7%	-2.7%	-49.6%
<b>ALL Fixed Route</b>	<b>35.8%</b>	<b>29.1%</b>	<b>16.6%</b>	<b>-18.6%</b>	<b>-43.2%</b>
Demand-Resp (Access & Taxi)	14.8%	14.9%	4.4%	-7.9%	-70.6%
<b>System</b>	<b>34.3%</b>	<b>28.3%</b>	<b>16.1%</b>	<b>-17.4%</b>	<b>-43.1%</b>

**NOTES:** While MTS has always been far ahead of the TDA requirement on farebox recovery rate, the Covid-19 pandemic has reduced this down to 16.1% in FY 2021. The state provided pandemic-related relief from this requirement, so MTS' TDA funds are still secure. State lawmakers are considering reforms to the TDA legislation that would remove or replace these requirements, in recognition of the changing role of public transportation since the requirement was added in 1978 (such as improving social equity and reducing greenhouse gas emissions).

**Subsidy Per Passenger**

This metric is the amount of public subsidy required to provide service for each unlinked passengers boarding (measured as total operating cost minus fare revenue, divided by total passengers). MTS' goal is to improve route-category average year-over-year.

Route Categories	FY 2019	FY 2020	FY 2021	% Change	
				FY19 - FY20	FY20 - FY21
Urban Frequent	\$ 2.34	\$ 3.18	\$ 7.29	36.0%	129.0%
Urban Standard	\$ 2.60	\$ 3.60	\$ 7.88	38.6%	118.8%
Rapid	\$ 2.82	\$ 3.86	\$ 13.25	36.8%	243.4%
Express	\$ 3.72	\$ 5.13	\$ 14.63	37.9%	185.3%
Circulator	\$ 3.05	\$ 3.89	\$ 11.53	27.5%	196.6%
Premium/Rapid Express	\$ 4.83	\$ 7.21	\$ 31.16	49.3%	332.0%
Rural	\$ 8.43	\$ 14.55	\$ 23.47	72.6%	61.3%
<b>Fixed-Bus Subtotal</b>	<b>\$ 2.54</b>	<b>\$ 3.48</b>	<b>\$ 8.43</b>	<b>37.0%</b>	<b>142.2%</b>
Light Rail (Blue, Orange, Green)	\$ 1.05	\$ 1.63	\$ 3.79	55.0%	133.1%
Light Rail (Silver)	\$ 20.67	\$ 24.54	\$ 78.19	18.7%	218.6%
<b>Light Rail Subtotal</b>	<b>\$ 1.06</b>	<b>\$ 1.64</b>	<b>\$ 3.79</b>	<b>54.3%</b>	<b>131.9%</b>
<b>ALL Fixed Route</b>	<b>\$ 1.89</b>	<b>\$ 2.65</b>	<b>\$ 6.11</b>	<b>40.0%</b>	<b>131.0%</b>
Demand-Resp. (MTS Access)	\$ 36.26	\$ 43.32	\$ 102.80	19.5%	137.3%
Demand-Resp. (Access Taxi)	\$ 19.94	\$ 21.86	\$ 36.57	100.0%	67.3%
<b>Demand Response Subtotal</b>	<b>\$ 33.97</b>	<b>\$ 39.49</b>	<b>\$ 93.65</b>	<b>16.2%</b>	<b>137.2%</b>
<b>System</b>	<b>\$ 2.07</b>	<b>\$ 2.82</b>	<b>\$ 6.35</b>	<b>36.5%</b>	<b>124.9%</b>

**NOTES:** In FY 2021, MTS' subsidy per passenger spiked the three times the pre-pandemic level, due to increased costs for supplies and commodities couple with reduced ridership. MTS will continue seeing pressure on this figure from inflation.

BASE STATISTICS												TITLE VI MONITORING ~										
Route	Cat	Jurisdiction (#=SD Dist.)	Annual Passengers	FY20-21 % Change	Avg. Wkdy Psgrs.	Psgrs./ Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor ~		
											Hours	Miles			Goal	Actual	Goal	Peak	Base	Goal	% trips over YLE	> 20%?
<b>Blue</b>	LRT	3,8,NC,CV	10,468,636	(33.4%)	32,947	140.8	\$ 3.58	\$ 0.99	\$ 2.59	27.7%	78,566	1,410,030	<b>Blue</b>	✓	90%	93%	15 min.	7.5	15	3.00	0%	No
<b>Orange</b>	LRT	3,4,8,9,LG,LM,EC	4,047,094	(42.6%)	12,003	82.2	\$ 6.14	\$ 0.99	\$ 5.15	16.1%	49,547	875,661	<b>Orange</b>	✓	90%	96%	15 min.	15	15	3.00	0%	No
<b>Green</b>	LRT	2,3,7,9,LM,EC,ST	5,000,525	(45.7%)	14,416	81.1	\$ 6.21	\$ 0.99	\$ 5.22	15.9%	62,763	1,182,840	<b>Green</b>		90%	90%	15 min.	15	15	3.00	0%	No
<b>Silver</b>	LRT	3	82	(99.3%)	-	6.9	\$ 79.18	\$ 0.99	\$ 78.19	1.3%	737	5,456	<b>Silver</b>		90%	100%	15 min.	30	30	3.00	0%	No
1	Frq	3,7,9,LM	592,573	(38.9%)	1,903	11.9	\$ 5.19	\$ 1.19	\$ 3.99	23.0%	49,610	443,847	1		85%	92%	15 min.	15	15	1.50	0%	No
2	Frq	3	314,212	(52.9%)	969	9.1	\$ 15.66	\$ 1.69	\$ 13.97	10.8%	34,651	268,471	2		85%	93%	15 min.	12	15	1.50	0%	No
3	Frq	3,4,8,9	734,507	(41.6%)	2,364	13.5	\$ 3.98	\$ 1.21	\$ 2.77	30.4%	57,611	449,456	3	✓	85%	89%	15 min.	12	12	1.50	0%	No
4	Std	3,4,8,9	311,098	(42.3%)	970	12.3	\$ 11.54	\$ 1.64	\$ 9.90	14.2%	24,564	259,954	4	✓	85%	90%	30 min.	30	30	1.50	0%	No
5	Frq	3,4,8,9	307,131	(46.9%)	1,003	12.2	\$ 4.46	\$ 1.20	\$ 3.26	26.9%	25,099	198,011	5	✓	85%	94%	15 min.	12	12	1.50	0%	No
6	Frq	3,7	174,692	(37.8%)	545	9.5	\$ 14.99	\$ 1.70	\$ 13.30	11.3%	18,423	159,783	6		85%	92%	15 min.	15	15	1.50	0%	No
7	Frq	3,4,9	1,052,889	(42.7%)	3,072	14.2	\$ 10.02	\$ 1.64	\$ 8.38	16.4%	74,665	574,164	7	✓	85%	92%	15 min.	10	10	1.50	0%	No
8	Frq	2,3	210,982	(38.8%)	553	12.1	\$ 11.72	\$ 1.64	\$ 10.08	14.0%	19,329	199,178	8		85%	88%	15 min.	20	20	1.50	0%	No
9	Frq	2,3	142,740	(52.6%)	426	10.0	\$ 14.28	\$ 1.65	\$ 12.63	11.6%	17,001	177,896	9		85%	85%	15 min.	20	20	1.50	0%	No
10	Frq	2,3,4,9	569,520	(39.7%)	1,809	14.1	\$ 10.06	\$ 1.71	\$ 8.35	17.0%	43,968	403,863	10		85%	90%	15 min.	12	15	1.50	0%	No
11	Frq	3,9	306,108	(46.3%)	971	8.2	\$ 17.31	\$ 1.70	\$ 15.61	9.8%	37,273	365,667	11		85%	92%	15 min.	15	15	1.50	0%	No
12	Frq	3,4,8,9	494,247	(48.9%)	1,559	11.3	\$ 12.58	\$ 1.63	\$ 10.96	12.9%	44,762	436,289	12	✓	85%	92%	15 min.	7.5/15	15	1.50	0%	No
13	Frq	4,7,9,NC	860,594	(44.0%)	2,719	14.4	\$ 9.87	\$ 1.63	\$ 8.25	16.5%	63,814	631,431	13	✓	85%	91%	15 min.	12	12	1.50	0%	No
14	Circ	7,9,LM	20,031	(52.6%)	79	3.1	\$ 20.60	\$ 1.10	\$ 19.50	5.4%	6,452	63,482	14		90%	97%	60 min.	60	60	1.00	0%	No
18	Circ	3,7	9,461	(56.6%)	37	3.6	\$ 17.79	\$ 1.12	\$ 16.68	6.3%	2,634	39,769	18		90%	97%	60 min.	30	30	1.00	0%	No
20	Exp	3,5,6,7	216,872	(47.0%)	692	6.2	\$ 22.78	\$ 1.67	\$ 21.11	7.3%	34,805	649,861	20		90%	95%	30 min.	15/30	30	1.50	0%	No
25	Circ	6,7	19,402	(61.4%)	76	3.1	\$ 20.69	\$ 1.10	\$ 19.59	5.3%	6,266	78,778	25		90%	96%	60 min.	60	60	1.00	0%	No
27	Std	2,6	85,734	(47.7%)	298	5.7	\$ 11.39	\$ 1.30	\$ 10.09	11.4%	15,182	137,555	27		85%	86%	30 min.	30	30	1.50	0%	No
28	Std	2,3	132,149	(52.6%)	410	10.5	\$ 4.52	\$ 1.20	\$ 3.32	26.4%	13,678	93,619	28		85%	94%	30 min.	15/30	30	1.50	0%	No
30	Frq	1,2,3	567,529	(53.8%)	1,653	8.1	\$ 17.49	\$ 1.68	\$ 15.81	9.6%	70,037	879,981	30		85%	91%	15 min.	15	15	1.50	0%	No
31	Std	1,6	50,119	(45.3%)	197	10.2	\$ 13.91	\$ 1.70	\$ 12.21	12.2%	8,315	100,282	31	✓	85%	93%	30 min.	30	-	1.50	0%	No
35	Std	2,3	253,544	(44.1%)	767	11.2	\$ 3.81	\$ 1.20	\$ 2.61	31.5%	22,591	140,119	35		85%	91%	15 min.	15	15	1.50	0%	No
41	Frq	1,6,7	321,841	(64.7%)	968	9.1	\$ 15.62	\$ 1.70	\$ 13.92	10.9%	36,694	465,197	41		85%	96%	15 min.	7.5/15	15	1.50	0%	No
44	Frq	2,3,6,7	407,711	(48.8%)	1,252	11.4	\$ 12.52	\$ 1.64	\$ 10.87	13.1%	37,512	416,660	44	✓	85%	92%	15 min.	7.5/15	15	1.50	0%	No
50	Exp	1,2,3,6	40,765	(61.6%)	160	5.4	\$ 26.22	\$ 1.69	\$ 24.53	6.5%	7,625	115,458	50		90%	93%	30 min.	30	-	1.50	0%	No
60	Exp	1,3,4,6,9	35,419	(50.3%)	139	10.7	\$ 13.30	\$ 1.70	\$ 11.60	12.8%	3,226	59,187	60		90%	96%	30 min.	20/30	-	1.50	0%	No
83	Circ	3	8,465	(62.6%)	33	2.6	\$ 24.32	\$ 1.10	\$ 23.22	4.5%	3,226	25,949	83		90%	96%	60 min.	60	60	1.00	0%	No
84	Circ	2	9,398	(56.9%)	37	3.1	\$ 20.44	\$ 1.11	\$ 19.33	5.4%	3,010	35,575	84		90%	95%	60 min.	60	60	1.00	0%	No
88	Circ	3,7	53,222	(23.3%)	176	10.9	\$ 5.70	\$ 1.10	\$ 4.60	19.3%	5,771	64,020	88		90%	86%	60 min.	30	30	1.00	0%	No
105	Std	1,2,3,6	119,491	(54.4%)	398	8.6	\$ 16.54	\$ 1.67	\$ 14.88	10.1%	13,933	175,439	105		85%	95%	30 min.	30	30	1.50	0%	No
110	Exp	3,6	22,375	(18.4%)	88	12.3	\$ 11.60	\$ 1.73	\$ 9.87	14.9%	2,592	56,564	110		90%	99%	30 min.	20/30	-	1.50	0%	No
115	Std	7,9,LM,EC	64,350	(69.1%)	212	3.9	\$ 17.70	\$ 1.31	\$ 16.39	7.4%	16,891	195,632	115		85%	96%	30 min.	30	30	1.50	0%	No
120	Frq	3,6,7	295,094	(45.8%)	945	8.7	\$ 16.30	\$ 1.66	\$ 14.63	10.2%	34,007	358,191	120		85%	90%	15 min.	15/30	15/30	1.50	0%	No
150	Exp	1,2,3	224,361	(67.0%)	804	9.1	\$ 15.61	\$ 1.73	\$ 13.88	11.1%	29,090	472,736	150		90%	92%	30 min.	7.5/15/30	30	1.50	0%	No
201/202^	Rpd	1	378,666	(82.7%)	1,167	9.1	\$ 15.56	\$ 1.85	\$ 13.71	11.9%	46,061	431,150	201/202^		85%	97%	15 min.	5	10	1.50	0%	No
204^	Rpd	1	9,482	(84.8%)	37	2.3	\$ 61.44	\$ 1.79	\$ 59.65	2.9%	4,082	31,684	204^		85%	81%	15 min.	30	30	1.50	0%	No
215^	Rpd	3,9	749,201	(52.1%)	2,194	12.6	\$ 11.31	\$ 1.70	\$ 9.61	15.1%	63,468	635,378	215^		85%	94%	15 min.	10	15	1.50	0%	No
225^	Rpd	3,8,CV	257,478	(49.5%)	784	6.0	\$ 22.47	\$ 1.71	\$ 20.76	7.6%	43,196	873,149	225^	✓	85%	92%	15 min.	15	30	1.50	0%	No
235^	Rpd	3,5,6,9,Esc	677,834	(46.0%)	2,107	10.3	\$ 13.85	\$ 1.67	\$ 12.18	12.1%	70,589	1,668,290	235^		85%	92%	15 min.	15	15	1.50	0%	No
237^	Rpd	1,6	50,138	(73.6%)	197	4.3	\$ 33.08	\$ 1.77	\$ 31.31	5.4%	11,824	145,479	237^	✓	85%	97%	15 min.	15	-	1.50	0%	No
280	RpEx	3,5,Esc	19,028	(79.3%)	75	6.2	\$ 38.86	\$ 6.79	\$ 32.07	17.5%	5,784	179,172	280		90%	97%	30 min.	15	-	1.00	0%	No
290	RpEx	3,5	14,989	(87.0%)	59	5.3	\$ 36.77	\$ 6.77	\$ 30.01	18.4%	6,002	165,476	290		90%	98%	30 min.	10	-	1.00	0%	No

BASE STATISTICS													TITLE VI MONITORING ~									
Route	Cat	Jurisdiction (#=SD Dist.)	Annual Passengers	FY20-21 % Change	Avg. Wkdy. Psgrs.	Psgrs./Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor ~		
											Hours	Miles			Goal	Actual	Goal	Peak	Base	Goal	% trips over Yr	> 20%?
701	Frq	CV	200,875	(52.9%)	704	7.8	\$ 8.90	\$ 1.18	\$ 7.72	13.3%	25,790	258,411	701	✓	85%	92%	15 min.	15	15	1.50	0%	No
704	Std	CV	189,926	(46.0%)	646	9.0	\$ 8.23	\$ 1.20	\$ 7.04	14.6%	21,081	225,587	704	✓	85%	93%	30 min.	30	30	1.50	0%	No
705	Std	CV,NC,Cty	78,812	(56.3%)	285	6.8	\$ 8.88	\$ 1.19	\$ 7.69	13.4%	12,617	109,345	705	✓	85%	95%	30 min.	30/60	30/60	1.50	0%	No
707	Std	CV	39,155	(57.7%)	154	3.9	\$ 15.83	\$ 1.19	\$ 14.63	7.5%	9,982	89,469	707	✓	85%	92%	30 min.	30	30	1.50	0%	No
709	Frq	CV	269,600	(60.9%)	898	9.2	\$ 8.22	\$ 1.19	\$ 7.03	14.5%	30,991	340,561	709	✓	85%	93%	15 min.	7.5/15	15	1.50	0%	No
712	Frq	CV	231,272	(61.5%)	764	9.6	\$ 7.34	\$ 1.18	\$ 6.16	16.1%	25,070	258,556	712	✓	85%	94%	15 min.	15	15	1.50	0%	No
815	Frq	EC	212,533	(45.4%)	691	12.4	\$ 4.20	\$ 1.31	\$ 2.89	31.3%	17,080	126,688	815	✓	85%	93%	15 min.	15	15	1.50	0%	No
816	Std	EC,Cty	59,611	(53.1%)	235	6.9	\$ 11.28	\$ 1.33	\$ 9.95	11.8%	8,656	95,123	816	✓	85%	95%	30 min.	30	30	1.50	0%	No
832	Std	ST	10,947	(61.2%)	32	4.1	\$ 17.18	\$ 1.25	\$ 15.93	7.3%	2,673	28,014	832	✓	85%	91%	30 min.	60	60	1.50	0%	No
833	Std	EC,ST	45,882	(45.6%)	150	6.2	\$ 10.28	\$ 1.08	\$ 9.19	10.6%	7,378	73,115	833	✓	85%	88%	30 min.	35-45	35-45	1.50	0%	No
834	Std	ST	11,671	(46.1%)	46	4.8	\$ 15.00	\$ 1.34	\$ 13.67	8.9%	2,418	24,801	834	✓	85%	91%	30 min.	60	60	1.50	0%	No
838	Std	Cty	110,377	29.8%	320	8.0	\$ 7.98	\$ 1.09	\$ 6.89	13.7%	10,342	155,447	838	✓	85%	86%	30 min.	60	60	1.50	0%	No
848	Std	EC,Cty	138,362	(45.3%)	416	8.6	\$ 7.84	\$ 1.30	\$ 6.54	16.6%	20,027	196,155	848	✓	85%	93%	30 min.	30	30	1.50	0%	No
851	Circ	LM,Cty	24,504	(54.4%)	96	7.0	\$ 9.10	\$ 1.08	\$ 8.02	11.9%	6,008	69,838	851	✓	90%	95%	60 min.	60	60	1.00	0%	No
852	Std	4,9,LM	132,330	(43.4%)	403	7.1	\$ 8.96	\$ 1.32	\$ 7.64	14.7%	18,578	168,177	852	✓	85%	92%	30 min.	30	30	1.50	0%	No
854	Std	7,LM	18,201	(77.8%)	72	5.1	\$ 14.62	\$ 1.35	\$ 13.27	9.2%	7,207	78,790	854	✓	85%	96%	30 min.	30/60	30/60	1.50	0%	No
855	Std	LM,Cty	87,439	(49.4%)	286	9.6	\$ 6.92	\$ 1.31	\$ 5.61	18.9%	10,433	98,614	855	✓	85%	96%	30 min.	30	30	1.50	0%	No
856	Std	4,9,LG,Cty	231,391	(45.2%)	788	9.7	\$ 7.78	\$ 1.31	\$ 6.47	16.9%	23,816	255,050	856	✓	85%	90%	30 min.	30	30	1.50	0%	No
864	Std	EC,Cty	199,414	(19.3%)	597	12.9	\$ 4.70	\$ 1.32	\$ 3.38	28.0%	15,480	132,633	864	✓	85%	92%	30 min.	30	30	1.50	0%	No
872	Exp	EC	17,754	(50.9%)	70	5.3	\$ 9.10	\$ 1.34	\$ 7.77	14.7%	3,335	22,845	872	✓	85%	94%	30 min.	30	30	1.50	0%	No
874/875	Std	EC	168,887	(44.7%)	563	9.8	\$ 6.93	\$ 1.31	\$ 5.62	18.9%	17,196	165,415	874/875	✓	85%	94%	30 min.	30	30	1.50	0%	No
888	Rural	EC,Cty	1,124	(34.8%)	10	1.9	\$ 102.99	\$ 1.89	\$ 101.10	1.8%	551	17,498	888			0%						
891	Rural	EC,Cty	445	(53.8%)	8	1.5	\$ 130.54	\$ 3.31	\$ 127.22	2.5%	330	9,168	891			0%						
892	Rural	EC,Cty	306	(65.2%)	6	1.1	\$ 177.87	\$ 5.08	\$ 172.80	2.9%	330	8,784	892			0%						
894	Rural	EC,Cty	32,454	(36.2%)	128	7.9	\$ 21.57	\$ 3.62	\$ 17.95	16.8%	5,530	102,154	894			0%						
901	Frq	3,8,IB,Cor	344,811	(43.0%)	1,091	8.2	\$ 11.33	\$ 1.20	\$ 10.13	10.6%	44,385	594,021	901	✓	85%	87%	15 min.	15	30	1.50	0%	No
904*	Circ	Cor	20,955	(83.3%)	59	4.9	\$ 7.08	\$ 0.48	\$ 6.61	6.7%	8,379	42,484	904*	✓	90%	92%	60 min.	60	60	1.50	0%	No
905	Std	8	244,648	(35.4%)	825	15.8	\$ 6.23	\$ 1.18	\$ 5.05	19.0%	15,371	215,357	905	✓	85%	87%	30 min.	15/30	30	1.50	0%	No
906/907	Frq	8	762,255	(42.1%)	2,382	17.4	\$ 2.80	\$ 1.19	\$ 1.61	42.3%	43,739	305,291	906/907	✓	85%	91%	15 min.	15	15	1.50	0%	No
909	Circ	8	27,671	(38.7%)	109	7.4	\$ 11.00	\$ 1.19	\$ 9.81	10.8%	3,670	46,573	909	✓	90%	96%	60 min.	60+	60+	1.50	0%	No
916/917	Std	4,LG	73,815	(46.2%)	251	6.4	\$ 12.17	\$ 1.18	\$ 10.99	9.7%	11,587	133,259	916/917	✓	85%	89%	30 min.	30/60	30/60	1.50	0%	No
921	Std	1,6	94,620	(52.9%)	288	6.0	\$ 11.05	\$ 1.30	\$ 9.76	11.7%	15,880	154,805	921	✓	85%	94%	30 min.	30	30	1.50	0%	No
923	Std	2,3	75,587	(54.7%)	298	5.6	\$ 11.30	\$ 1.19	\$ 10.11	10.6%	13,520	123,444	923	✓	85%	91%	30 min.	30	30	1.50	0%	No
928	Std	6,7	122,414	(47.4%)	434	7.9	\$ 9.38	\$ 1.34	\$ 8.04	14.3%	16,933	182,255	928	✓	85%	93%	30 min.	30	30	1.50	0%	No
929	Frq	3,8,CV,NC	966,685	(43.0%)	2,998	15.4	\$ 4.50	\$ 1.21	\$ 3.28	27.0%	67,178	669,605	929	✓	85%	84%	15 min.	12	15	1.00	0%	No
932	Frq	8,CV,NC	497,736	(44.8%)	1,624	12.3	\$ 5.49	\$ 1.19	\$ 4.30	21.6%	40,302	394,275	932	✓	85%	90%	15 min.	15	15	1.50	0%	No
933/934	Frq	8,IB	691,652	(46.1%)	2,205	12.1	\$ 6.80	\$ 1.19	\$ 5.61	17.5%	57,385	681,597	933/934	✓	85%	89%	15 min.	12	15	1.50	0%	No
936	Std	4,9,LG,Cty	218,139	(42.6%)	621	10.4	\$ 5.91	\$ 1.31	\$ 4.60	22.2%	20,937	182,692	936	✓	85%	90%	30 min.	30	30	1.50	0%	No
944	Std	5,PW	26,972	(47.3%)	96	3.5	\$ 18.39	\$ 1.09	\$ 17.30	5.9%	7,765	83,588	944	✓	85%	96%	30 min.	30	30	1.00	0%	No
945	Std	5,PW	54,151	(44.4%)	190	4.5	\$ 14.25	\$ 1.08	\$ 13.16	7.6%	12,623	175,766	945	✓	85%	94%	30 min.	30	30	1.50	0%	No
945A	Std	PW	673	(89.8%)	10	-	\$ -	\$ -	\$ -	0.0%	1,008	14,120	945A	✓	85%	96%	30 min.	30	30	1.50	0%	No
950	Exp	8	149,275	(49.5%)	504	19.4	\$ 6.32	\$ 1.20	\$ 5.12	19.0%	7,713	132,135	950	✓	90%	98%	30 min.	12/20	20	1.50	0%	No
955	Frq	4,8,9,NC	615,821	(43.9%)	1,934	12.5	\$ 5.10	\$ 1.19	\$ 3.91	23.3%	49,053	453,487	955	✓	85%	91%	15 min.	12	12	1.50	0%	No
961	Frq	4,NC	234,493	(47.6%)	727	10.0	\$ 7.11	\$ 1.20	\$ 5.91	16.8%	27,406	280,929	961	✓	85%	94%	15 min.	15/30	15/30	1.50	0%	No
962	Frq	4,NC,Cty	301,406	(34.6%)	923	11.6	\$ 6.02	\$ 1.20	\$ 4.82	19.9%	25,915	261,952	962	✓	85%	91%	15 min.	15	15	1.50	0%	No
963	Std	4,NC	73,152	(48.3%)	227	7.7	\$ 7.36	\$ 1.18	\$ 6.18	16.0%	10,234	83,817	963	✓	85%	93%	30 min.	30	30	1.50	0%	No

BASE STATISTICS												TITLE VI MONITORING ~										
Route	Cat	Jurisdiction (#=SD Dist.)	Annual Passengers	FY20-21 % Change	Avg. Wkdy. Psgrs.	Psgrs./ Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor ~		
											Hours	Miles			Goal	Actual	Goal	Peak	Base	Goal	% trips over VLF	> 20%?
964	Circ	5,6	54,355	(48.8%)	214	5.3	\$ 12.10	\$ 1.08	\$ 11.02	8.9%	10,305	98,549	964	✓	90%	93%	60 min.	30	30	1.00	0%	No
965	Circ	9	28,005	(39.1%)	96	5.9	\$ 10.76	\$ 1.07	\$ 9.69	9.9%	5,156	52,480	965	✓	90%	87%	60 min.	35-45	35-45	1.00	0%	No
967	Std	4,NC	17,612	(39.8%)	69	4.9	\$ 13.06	\$ 1.10	\$ 11.96	8.4%	3,607	32,106	967	✓	85%	95%	30 min.	60	60	1.50	0%	No
968	Std	NC	19,816	(51.6%)	78	4.7	\$ 14.73	\$ 1.19	\$ 13.54	8.1%	9,720	97,893	968	✓	85%	92%	30 min.	60+	60+	1.50	0%	No
972**	Circ	1,6	2,573	(88.3%)	10	3.4	\$ 22.50	\$ 0.88	\$ 21.62	3.9%	1,313	15,953	972**			0%			1.00	0%	No	
973**	Circ	1,6	2,374	(80.6%)	9	3.1	\$ 25.22	\$ 0.88	\$ 24.34	3.5%	1,334	19,592	973**	✓		0%			1.00	0%	No	
974***	Circ	1	1,188	100.0%	5	1.8	\$ 44.18	\$ 0.88	\$ 43.30	2.0%	1,232	12,954	974***			0%			1.00	0%	No	
978**	Circ	1	1,707	(86.0%)	7	2.4	\$ 32.77	\$ 0.88	\$ 31.88	2.7%	1,306	15,456	978**			0%			1.00	0%	No	
979**	Circ	1	2,119	(85.2%)	8	3.1	\$ 25.25	\$ 0.88	\$ 24.37	3.5%	1,255	11,743	979**			0%			1.00	0%	No	
992	Frq	2,3	165,924	(52.1%)	465	7.2	\$ 7.62	\$ 1.15	\$ 6.47	15.1%	24,606	194,285	992		85%	78%	15 min.	15	15	1.50	0%	No
Access	D.R.	ALL	92,386	(67.3%)	303	1.3	\$ 107.06	\$ 4.27	\$ 102.80	4.0%												
Taxi	D.R.	ALL	14,807	(75.9%)	51	3.4	\$ 41.13	\$ 4.56	\$ 36.57	11.1%												
<b>TOTAL</b>			<b>39,214,848</b>	<b>(44.9%)</b>	<b>121,729</b>	<b>18.1</b>	<b>\$ 7.58</b>	<b>\$ 1.22</b>	<b>\$ 6.35</b>	<b>16.1%</b>	<b>2,190,639</b>	<b>25,668,529</b>										

FTA defines **Minority** persons to include the following: (1) American Indian and Alaska Native, (2) Asian, (3) Black or African American, (4) Hispanic or Latino, (5) Native Hawaiian or Other Pacific Islander.  
 FTA defines **Minority Route** as one with at least 1/3 of its total mileage in a census block(s) with a percentage of minority population that exceeds the percentage of minority population in the entire MTS service area.  
 Source: https://www.transit.dot.gov/sites/fta.dot.gov/files/dovs/FTA\_Title\_VI\_FINAL.pdf

Route Category	Annual Passengers	FY19-20 % Change	Avg. Wkday. Psgrs.	Psgrs./ Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery
Urban Frequent	13,100,977	-46.4%	40,886	11.6	\$ 8.69	\$ 1.40	\$ 7.29	16.1%
Urban Standard	3,324,699	-45.8%	10,928	8.2	\$ 9.19	\$ 1.31	\$ 7.88	14.3%
Rapid ^	2,122,799	-63.2%	6,486	9.4	\$ 14.97	\$ 1.72	\$ 13.25	11.5%
Express	689,067	-56.7%	2,387	8.6	\$ 16.23	\$ 1.59	\$ 14.64	9.8%
Circulator	285,430	-57.4%	1,053	5.0	\$ 12.61	\$ 1.05	\$ 11.56	8.3%
Premium/Rapid Express	34,017	-83.6%	134	5.8	\$ 37.94	\$ 6.78	\$ 31.16	17.9%
Rural ^^	34,329	-36.9%	135	6.6	\$ 27.04	\$ 3.57	\$ 23.47	13.2%
<b>Fixed Bus Subtotal</b>	<b>19,591,318</b>	<b>-49.6%</b>	<b>62,009</b>	<b>10.3</b>	<b>\$ 9.86</b>	<b>\$ 1.44</b>	<b>\$ 8.43</b>	<b>14.6%</b>
Light Rail (B,O,G)	19,516,255	-39.0%	59,367	105.4	\$ 4.78	\$ 0.99	\$ 3.79	20.7%
Light Rail (Silver)	82	-99.3%	-	6.9	\$ 79.18	\$ 0.99	\$ 78.19	1.3%
<b>Light Rail Subtotal</b>	<b>19,516,337</b>	<b>-39.0%</b>	<b>59,367</b>	<b>105.3</b>	<b>\$ 4.79</b>	<b>\$ 0.99</b>	<b>\$ 3.79</b>	<b>20.7%</b>
<b>ALL Fixed-Route</b>	<b>39,107,655</b>	<b>-44.8%</b>	<b>121,375</b>	<b>18.7</b>	<b>\$ 7.33</b>	<b>\$ 1.21</b>	<b>\$ 6.11</b>	<b>16.6%</b>
MTS Access	92,386	-67.3%	303	1.3	\$ 107.06	\$ 4.27	\$ 102.80	4.0%
Access Taxi	14,807	-75.9%	51	3.4	\$ 41.13	\$ 4.56	\$ 36.57	11.1%
<b>Demand-Resp Subtotal</b>	<b>107,193</b>	<b>-68.8%</b>	<b>354</b>	<b>1.5</b>	<b>\$ 97.95</b>	<b>\$ 4.31</b>	<b>\$ 93.65</b>	<b>4.4%</b>
<b>System Total</b>	<b>39,214,848</b>	<b>-44.9%</b>	<b>121,729</b>	<b>18.1</b>	<b>\$ 7.58</b>	<b>\$ 1.22</b>	<b>\$ 6.35</b>	<b>16.1%</b>

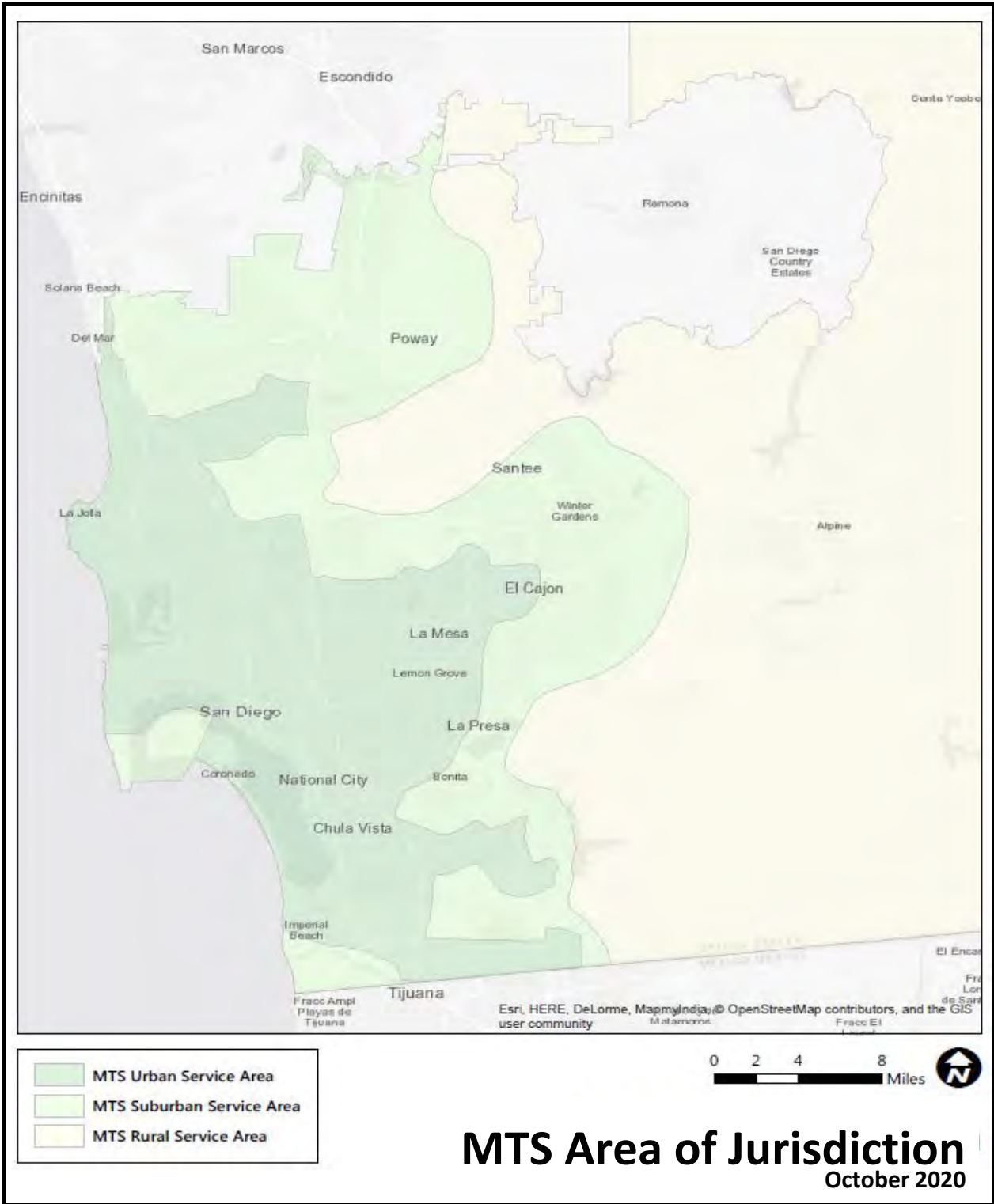
\* City of Coronado subsidized fares for summer service on Route 904.  
 \*\* SVCC Fares and one-half of the subsidy are paid for by NCTD.  
 \*\*\* Route 974 SVCC connection to UCSD service starts January 2020  
 ^ SANDAG reimburses MTS for net operating costs for Routes 201-237 (TransNet funds).  
 ^^ Routes 888, 891, 892, and 894 receive federal rural operating subsidy.  
 & Rural and Demand Response services have no specific Policy 42 goals for on-time performance, headway, or vehicle load.

NC=National City, CV=Chula Vista  
 IB=Imperial Beach, LG=Lemon Grove, LM=La Mesa  
 EC=El Cajon, ST=Santee, PW=Poway  
 Cor=Coronado, Cty=County Uninc., Esc=Escondido  
 SD Dist.=City of San Diego Council District

SERVICE AVAILABILITY	
Goal	Actual
80% of residents or jobs within 1/2 mile of a bus stop or rail station in urban area	% of <b>residents</b> within 1/2 mile of a bus stop or rail station in urban areas: <b>99.0%</b>
100% of suburban residences within 5 miles of a bus stop or rail station.	% of suburban residents within 5 miles of a bus stop or rail station: <b>100.0%</b>
One return trip at least 2 days/week to destinations from rural villages (defined as Lakeside and Alpine).	Available Service: <b>Route 848 serves Lakeside seven days a week and Route 838 serves Alpine seven days a week.</b>

See attached map entitled 'Metropolitan Transit System Area of Jurisdiction.'

~ Title VI Monitoring statistics are updated on an annual basis  
 ~~~ No trips averaged above the vehicle load factor target (1.5 for most bus routes, 3.0 for Trolley).





**Metropolitan  
Transit  
System**

## **Agenda Item No. 46**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 16, 2021

**SUBJECT:**

OPERATIONS BUDGET STATUS REPORT FOR SEPTEMBER 2021 (GORDON MEYER)

**INFORMATIONAL ONLY**

Budget Impact

None.

**DISCUSSION:**

This report summarizes the year-to-date operating results for September 2021 compared to the fiscal year (FY) 2022 budget for the San Diego Metropolitan Transit System (MTS). The FY22 budget includes the projected impacts from the COVID-19 pandemic; therefore, variances are between actuals and the FY22 budget, inclusive of projected impacts from the pandemic. Attachment A-1 combines the operations', administrations' and other activities' results for September 2021. Attachment A-2 details the September 2021 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides September 2021 results for MTS's other activities (For Hire Vehicle Administration/San Diego and Arizona Eastern Railway Company).

### **MTS NET-OPERATING SUBSIDY RESULTS**

As indicated within Attachment A-1, for the year-to-date period ending September 2021, MTS's net-operating income favorable variance totaled \$2,294,000 (3.3%). Operations produced a \$1,449,000 (2.1%) favorable variance and the administrative/other activities areas were favorable by \$845,000.

### **MTS COMBINED RESULTS**

Operating Revenues. Year-to-date combined revenues through September 2021 were \$15,363,000 compared to the year-to-date budget of \$16,038,000, representing a \$675,000 (-4.2%) unfavorable variance. Year-to-date passenger revenue was unfavorable by \$1,006,000 (-9.1%) through September. Passenger revenue was down \$1,022,000 (-9.2%) versus the prior year while passenger levels were up 3,862,000 (40.7%) passengers versus the prior year. This is primarily due to free ride month in September, which was not included in the FY22 budget.



Other operating revenue was favorable by \$331,000 (6.7%), primarily due to favorable energy credits, auction proceeds, and miscellaneous revenue.

Operating Expenses. Year-to-date combined expenses through September 2021 were \$83,118,000 compared to the budget of \$86,087,000, resulting in a \$2,969,000 (3.4%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$37,526,000, compared to a budgetary figure of \$39,174,000, producing a favorable variance of \$1,648,000 (4.2%). This is primarily due to favorable bus operator wages, unemployment insurance, health and welfare expenses, and Mid-Coast cost recovery.

Outside Services and Purchased Transportation. Total outside services through three months of the fiscal year totaled \$28,082,000, compared to a budget of \$30,298,000, resulting in a favorable variance of \$2,216,000 (7.3%). This is primarily due to favorable purchased transportation costs for both fixed route service as well as paratransit service.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$3,909,000, compared to a budgetary figure of \$3,354,000 resulting in an unfavorable variance of \$555,000 (-16.6%). This is primarily due to unfavorable revenue vehicle parts within Bus Operations. In FY21, MTS budgeted over \$2 million to install germs shields on the entire bus fleet. Some of those installations were completed in FY22, resulting in a favorable variance for FY21 and an unfavorable variance in the start of FY22.

Energy. Total year-to-date energy costs were \$10,328,000, compared to the budget of \$10,001,000, resulting in an unfavorable variance of \$327,000 (-3.3%). This is primarily due to unfavorable commodity rates for compressed natural gas.

Risk Management. Total year-to-date expenses for risk management were \$1,777,000 compared to the budget of \$1,789,000, resulting in a favorable variance totaling \$12,000 (0.7%).

General and Administrative. The year-to-date general and administrative costs were \$1,149,000 through September 2021, compared to a budget of \$1,114,000, resulting in an unfavorable variance of \$35,000 (-3.2%). This is primarily due to unfavorable Mills' building rent expenses.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$347,000 compared to the budget of \$357,000 resulting in a \$10,000 (2.8%) favorable variance.

#### YEAR-TO-DATE SUMMARY

The September 2021, year-to-date net-operating income totaled a favorable variance of \$2,294,000 (3.3%). These factors include favorable variances in other operating revenue, personnel, outside services, risk management, and vehicle/facility leases; partially offset by unfavorable variances in passenger revenue, materials and supplies, energy, and general and administrative costs.

/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. Comparison to Budget



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS

Att. A, AI 46, 12/16/2021

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2022

SEPTEMBER 30, 2021

(in \$000's)

|                                                   | YEAR TO DATE       |                    |                 |               |
|---------------------------------------------------|--------------------|--------------------|-----------------|---------------|
|                                                   | ACTUAL             | BUDGET             | VARIANCE        | VAR. %        |
| Passenger Revenue                                 | \$ 10,069          | \$ 11,075          | \$ (1,006)      | -9.1%         |
| Other Revenue                                     | 5,294              | 4,963              | 331             | 6.7%          |
| <b>Total Operating Revenue</b>                    | <b>\$ 15,363</b>   | <b>\$ 16,038</b>   | <b>\$ (675)</b> | <b>-4.2%</b>  |
| Personnel costs                                   | \$ 37,526          | \$ 39,174          | \$ 1,648        | 4.2%          |
| Outside services                                  | 28,082             | 30,298             | 2,216           | 7.3%          |
| Materials and supplies                            | 3,909              | 3,354              | (555)           | -16.6%        |
| Energy                                            | 10,328             | 10,001             | (327)           | -3.3%         |
| Risk management                                   | 1,777              | 1,789              | 12              | 0.7%          |
| General & administrative                          | 1,149              | 1,114              | (35)            | -3.2%         |
| Vehicle/facility leases                           | 347                | 357                | 10              | 2.8%          |
| Administrative Allocation                         | -                  | (0)                | (0)             | 0.0%          |
| <b>Total Operating Expenses</b>                   | <b>\$ 83,118</b>   | <b>\$ 86,087</b>   | <b>\$ 2,969</b> | <b>3.4%</b>   |
| <b>Operating Income (Loss)</b>                    | <b>\$ (67,755)</b> | <b>\$ (70,049)</b> | <b>\$ 2,294</b> | <b>3.3%</b>   |
| <b>Total Non-Operating Activities</b>             | <b>21</b>          | <b>140</b>         | <b>(119)</b>    | <b>-85.1%</b> |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (67,734)</b> | <b>\$ (69,909)</b> | <b>\$ 2,175</b> | <b>-3.1%</b>  |

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS  
CONSOLIDATED

Att. A, AI 46, 12/16/2021

COMPARISON TO BUDGET - FISCAL YEAR 2022  
SEPTEMBER 30, 2021  
(in \$000's)

|                                                   | YEAR TO DATE       |                    |                 |                |
|---------------------------------------------------|--------------------|--------------------|-----------------|----------------|
|                                                   | ACTUAL             | BUDGET             | VARIANCE        | VAR. %         |
| Passenger Revenue                                 | \$ 10,070          | \$ 11,075          | \$ (1,006)      | -9.1%          |
| Other Revenue                                     | 154                | 98                 | 56              | 57.4%          |
| <b>Total Operating Revenue</b>                    | <b>\$ 10,224</b>   | <b>\$ 11,173</b>   | <b>\$ (949)</b> | <b>-8.5%</b>   |
| Personnel costs                                   | \$ 31,318          | \$ 32,698          | \$ 1,380        | 4.2%           |
| Outside services                                  | 24,036             | 25,973             | 1,937           | 7.5%           |
| Materials and supplies                            | 3,905              | 3,350              | (555)           | -16.6%         |
| Energy                                            | 10,082             | 9,761              | (320)           | -3.3%          |
| Risk management                                   | 1,602              | 1,545              | (57)            | -3.7%          |
| General & administrative                          | 212                | 240                | 29              | 11.9%          |
| Vehicle/facility leases                           | 305                | 291                | (15)            | -5.0%          |
| Administrative Allocation                         | 6,063              | 6,063              | (0)             | 0.0%           |
| <b>Total Operating Expenses</b>                   | <b>\$ 77,523</b>   | <b>\$ 79,921</b>   | <b>\$ 2,399</b> | <b>3.0%</b>    |
| <b>Operating Income (Loss)</b>                    | <b>\$ (67,299)</b> | <b>\$ (68,748)</b> | <b>\$ 1,449</b> | <b>2.1%</b>    |
| <b>Total Non-Operating Activities</b>             | <b>(20)</b>        | <b>102</b>         | <b>(122)</b>    | <b>-120.0%</b> |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (67,320)</b> | <b>\$ (68,647)</b> | <b>\$ 1,327</b> | <b>-1.9%</b>   |

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS** Att. A, AI 46, 12/16/2021  
**BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2022**  
**SEPTEMBER 30, 2021**  
**(in \$000's)**

|                                                   | YEAR TO DATE       |                    |                 |                |
|---------------------------------------------------|--------------------|--------------------|-----------------|----------------|
|                                                   | ACTUAL             | BUDGET             | VARIANCE        | VAR. %         |
| Passenger Revenue                                 | \$ 2,423           | \$ 2,567           | \$ (145)        | -5.6%          |
| Other Revenue                                     | 39                 | 1                  | 38              | 4392.6%        |
| <b>Total Operating Revenue</b>                    | <b>\$ 2,462</b>    | <b>\$ 2,568</b>    | <b>\$ (107)</b> | <b>-4.2%</b>   |
| Personnel costs                                   | \$ 20,759          | \$ 21,517          | \$ 758          | 3.5%           |
| Outside services                                  | 370                | 527                | 157             | 29.8%          |
| Materials and supplies                            | 1,864              | 1,564              | (300)           | -19.2%         |
| Energy                                            | 1,892              | 1,818              | (74)            | -4.1%          |
| Risk management                                   | 547                | 571                | 24              | 4.2%           |
| General & administrative                          | 89                 | 106                | 17              | 15.9%          |
| Vehicle/facility leases                           | 93                 | 99                 | 6               | 5.9%           |
| Administrative Allocation                         | 1,011              | 1,011              | -               | 0.0%           |
| <b>Total Operating Expenses</b>                   | <b>\$ 26,627</b>   | <b>\$ 27,215</b>   | <b>\$ 588</b>   | <b>2.2%</b>    |
| <b>Operating Income (Loss)</b>                    | <b>\$ (24,165)</b> | <b>\$ (24,646)</b> | <b>\$ 481</b>   | <b>2.0%</b>    |
| <b>Total Non-Operating Activities</b>             | <b>(81)</b>        | <b>41</b>          | <b>(122)</b>    | <b>-296.6%</b> |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (24,246)</b> | <b>\$ (24,605)</b> | <b>\$ 359</b>   | <b>-1.5%</b>   |

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OPERATIONS**

Att. A, AI 46, 12/16/2021

**RAIL (SAN DIEGO TROLLEY INC.)**

**COMPARISON TO BUDGET - FISCAL YEAR 2022**

**SEPTEMBER 30, 2021**

**(in \$000's)**

|                                                   | YEAR TO DATE       |                    |                 |               |
|---------------------------------------------------|--------------------|--------------------|-----------------|---------------|
|                                                   | ACTUAL             | BUDGET             | VARIANCE        | VAR. %        |
| Passenger Revenue                                 | \$ 4,308           | \$ 5,047           | \$ (739)        | -14.6%        |
| Other Revenue                                     | 115                | 97                 | 18              | 18.8%         |
| <b>Total Operating Revenue</b>                    | <b>\$ 4,423</b>    | <b>\$ 5,144</b>    | <b>\$ (721)</b> | <b>-14.0%</b> |
| Personnel costs                                   | \$ 10,385          | \$ 10,992          | \$ 607          | 5.5%          |
| Outside services                                  | 1,363              | 1,455              | 92              | 6.3%          |
| Materials and supplies                            | 1,640              | 1,771              | 131             | 7.4%          |
| Energy                                            | 5,804              | 5,827              | 23              | 0.4%          |
| Risk management                                   | 1,055              | 970                | (85)            | -8.7%         |
| General & administrative                          | 120                | 130                | 10              | 8.0%          |
| Vehicle/facility leases                           | 114                | 104                | (10)            | -9.7%         |
| Administrative Allocation                         | 4,341              | 4,341              | (0)             | 0.0%          |
| <b>Total Operating Expenses</b>                   | <b>\$ 24,821</b>   | <b>\$ 25,590</b>   | <b>\$ 769</b>   | <b>3.0%</b>   |
| <b>Operating Income (Loss)</b>                    | <b>\$ (20,398)</b> | <b>\$ (20,446)</b> | <b>\$ 48</b>    | <b>0.2%</b>   |
| <b>Total Non-Operating Activities</b>             | <b>-</b>           | <b>-</b>           | <b>-</b>        | <b>-</b>      |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (20,398)</b> | <b>\$ (20,446)</b> | <b>\$ 48</b>    | <b>-0.2%</b>  |

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OPERATIONS**

Att. A, AI 46, 12/16/2021

**BUS - CONTRACTED SERVICES (FIXED ROUTE)**

**COMPARISON TO BUDGET - FISCAL YEAR 2022**

**SEPTEMBER 30, 2021**

**(in \$000's)**

|                                                   | YEAR TO DATE       |                    |                |              |
|---------------------------------------------------|--------------------|--------------------|----------------|--------------|
|                                                   | ACTUAL             | BUDGET             | VARIANCE       | VAR. %       |
| Passenger Revenue                                 | \$ 3,150           | \$ 3,208           | \$ (58)        | -1.8%        |
| Other Revenue                                     | -                  | -                  | -              | -            |
| <b>Total Operating Revenue</b>                    | <b>\$ 3,150</b>    | <b>\$ 3,208</b>    | <b>\$ (58)</b> | <b>-1.8%</b> |
| Personnel costs                                   | \$ 138             | \$ 162             | \$ 24          | 14.9%        |
| Outside services                                  | 19,618             | 20,238             | 620            | 3.1%         |
| Materials and supplies                            | 400                | 13                 | (388)          | -3101.9%     |
| Energy                                            | 2,188              | 1,930              | (258)          | -13.4%       |
| Risk management                                   | -                  | -                  | -              | -            |
| General & administrative                          | 1                  | 1                  | (0)            | 0.0%         |
| Vehicle/facility leases                           | 13                 | 15                 | 3              | 17.1%        |
| Administrative Allocation                         | 588                | 588                | -              | 0.0%         |
| <b>Total Operating Expenses</b>                   | <b>\$ 22,945</b>   | <b>\$ 22,947</b>   | <b>\$ 2</b>    | <b>0.0%</b>  |
| <b>Operating Income (Loss)</b>                    | <b>\$ (19,795)</b> | <b>\$ (19,739)</b> | <b>\$ (56)</b> | <b>-0.3%</b> |
| <b>Total Non-Operating Activities</b>             | <b>-</b>           | <b>-</b>           | <b>-</b>       | <b>-</b>     |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (19,795)</b> | <b>\$ (19,739)</b> | <b>\$ (56)</b> | <b>0.3%</b>  |

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 46, 12/16/2021

BUS - CONTRACTED SERVICES (PARATRANSIT)

COMPARISON TO BUDGET - FISCAL YEAR 2022

SEPTEMBER 30, 2021

(in \$000's)

|                                                   | YEAR TO DATE      |                   |                 |               |
|---------------------------------------------------|-------------------|-------------------|-----------------|---------------|
|                                                   | ACTUAL            | BUDGET            | VARIANCE        | VAR. %        |
| Passenger Revenue                                 | \$ 189            | \$ 253            | \$ (64)         | -25.3%        |
| Other Revenue                                     | -                 | -                 | -               | -             |
| <b>Total Operating Revenue</b>                    | <b>\$ 189</b>     | <b>\$ 253</b>     | <b>\$ (64)</b>  | <b>-25.3%</b> |
| Personnel costs                                   | \$ 36             | \$ 26             | \$ (10)         | -37.8%        |
| Outside services                                  | 2,624             | 3,692             | 1,067           | 28.9%         |
| Materials and supplies                            | -                 | 2                 | 2               | -             |
| Energy                                            | 198               | 187               | (11)            | -6.1%         |
| Risk management                                   | -                 | 4                 | 4               | -             |
| General & administrative                          | 2                 | 3                 | 1               | 46.1%         |
| Vehicle/facility leases                           | 86                | 73                | (13)            | -17.9%        |
| Administrative Allocation                         | 124               | 124               | -               | 0.0%          |
| <b>Total Operating Expenses</b>                   | <b>\$ 3,069</b>   | <b>\$ 4,110</b>   | <b>\$ 1,040</b> | <b>25.3%</b>  |
| <b>Operating Income (Loss)</b>                    | <b>\$ (2,880)</b> | <b>\$ (3,857)</b> | <b>\$ 976</b>   | <b>25.3%</b>  |
| <b>Total Non-Operating Activities</b>             | <b>-</b>          | <b>-</b>          | <b>-</b>        | <b>-</b>      |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (2,880)</b> | <b>\$ (3,857)</b> | <b>\$ 976</b>   | <b>-25.3%</b> |

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 46, 12/16/2021

CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2022

SEPTEMBER 30, 2021

(in \$000's)

|                                                   | YEAR TO DATE   |             |                |          |
|---------------------------------------------------|----------------|-------------|----------------|----------|
|                                                   | ACTUAL         | BUDGET      | VARIANCE       | VAR. %   |
| Passenger Revenue                                 | \$ -           | \$ -        | \$ -           | -        |
| Other Revenue                                     | -              | -           | -              | -        |
| <b>Total Operating Revenue</b>                    | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ -</b>    | <b>-</b> |
| Personnel costs                                   | \$ -           | \$ -        | \$ -           | -        |
| Outside services                                  | 61             | -           | (61)           | -        |
| Materials and supplies                            | -              | -           | -              | -        |
| Energy                                            | -              | -           | -              | -        |
| Risk management                                   | -              | -           | -              | -        |
| General & administrative                          | -              | -           | -              | -        |
| Vehicle/facility leases                           | -              | -           | -              | -        |
| Administrative Allocation                         | -              | -           | -              | 0.0%     |
| <b>Total Operating Expenses</b>                   | <b>\$ 61</b>   | <b>\$ -</b> | <b>\$ (61)</b> | <b>-</b> |
| <b>Operating Income (Loss)</b>                    | <b>\$ (61)</b> | <b>\$ -</b> | <b>\$ (61)</b> | <b>-</b> |
| <b>Total Non-Operating Activities</b>             | <b>61</b>      | <b>-</b>    | <b>61</b>      | <b>-</b> |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ 0</b>    | <b>\$ -</b> | <b>\$ 0</b>    | <b>-</b> |

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ADMINISTRATION

Att. A, AI 46, 12/16/2021

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2022

SEPTEMBER 30, 2021

(in \$000's)

|                                                   | YEAR TO DATE    |                   |               |               |
|---------------------------------------------------|-----------------|-------------------|---------------|---------------|
|                                                   | ACTUAL          | BUDGET            | VARIANCE      | VAR. %        |
| Passenger Revenue                                 | \$ (1)          | \$ -              | \$ (1)        | -             |
| Other Revenue                                     | 5,037           | 4,806             | 231           | 4.8%          |
| <b>Total Operating Revenue</b>                    | <b>\$ 5,036</b> | <b>\$ 4,806</b>   | <b>\$ 231</b> | <b>4.8%</b>   |
| Personnel costs                                   | \$ 6,099        | \$ 6,347          | \$ 248        | 3.9%          |
| Outside services                                  | 4,042           | 4,296             | 254           | 5.9%          |
| Materials and supplies                            | 5               | 4                 | (1)           | -21.4%        |
| Energy                                            | 245             | 236               | (9)           | -3.9%         |
| Risk management                                   | 168             | 234               | 66            | 28.3%         |
| General & administrative                          | 923             | 850               | (73)          | -8.6%         |
| Vehicle/facility leases                           | 37              | 60                | 23            | 38.0%         |
| Administrative Allocation                         | (6,065)         | (6,065)           | (0)           | 0.0%          |
| <b>Total Operating Expenses</b>                   | <b>\$ 5,454</b> | <b>\$ 5,962</b>   | <b>\$ 508</b> | <b>8.5%</b>   |
| <b>Operating Income (Loss)</b>                    | <b>\$ (418)</b> | <b>\$ (1,157)</b> | <b>\$ 739</b> | <b>63.9%</b>  |
| <b>Total Non-Operating Activities</b>             | <b>41</b>       | <b>38</b>         | <b>3</b>      | <b>8.7%</b>   |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (376)</b> | <b>\$ (1,119)</b> | <b>\$ 742</b> | <b>-66.3%</b> |



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OTHER ACTIVITIES

Att. A, AI 46, 12/16/2021

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2022

SEPTEMBER 30, 2021

(in \$000's)

|                                                   | YEAR TO DATE   |                 |               |               |
|---------------------------------------------------|----------------|-----------------|---------------|---------------|
|                                                   | ACTUAL         | BUDGET          | VARIANCE      | VAR. %        |
| Passenger Revenue                                 | \$ -           | \$ -            | \$ -          | -             |
| Other Revenue                                     | 103            | 59              | 44            | 73.5%         |
| <b>Total Operating Revenue</b>                    | <b>\$ 103</b>  | <b>\$ 59</b>    | <b>\$ 44</b>  | <b>73.5%</b>  |
| Personnel costs                                   | \$ 109         | \$ 129          | \$ 20         | 15.6%         |
| Outside services                                  | 4              | 29              | 25            | 86.4%         |
| Materials and supplies                            | (1)            | -               | 1             | -             |
| Energy                                            | 1              | 4               | 3             | 69.9%         |
| Risk management                                   | 7              | 10              | 3             | 28.6%         |
| General & administrative                          | 14             | 23              | 9             | 38.4%         |
| Vehicle/facility leases                           | 5              | 6               | 2             | 27.7%         |
| Administrative Allocation                         | 2              | 2               | -             | 0.0%          |
| <b>Total Operating Expenses</b>                   | <b>\$ 141</b>  | <b>\$ 203</b>   | <b>\$ 62</b>  | <b>30.5%</b>  |
| <b>Operating Income (Loss)</b>                    | <b>\$ (38)</b> | <b>\$ (144)</b> | <b>\$ 106</b> | <b>73.5%</b>  |
| <b>Total Non-Operating Activities</b>             | <b>-</b>       | <b>-</b>        | <b>-</b>      | <b>-</b>      |
| <b>Income (Loss) before Capital Contributions</b> | <b>\$ (38)</b> | <b>\$ (144)</b> | <b>\$ 106</b> | <b>-73.5%</b> |



**Metropolitan  
Transit  
System**

## **Agenda Item No. 61**

Chief Executive Officer's Report

December 16, 2021

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 \$100,000) for the period November 9, 2021 – December 8, 2021.

CEO Travel Report (since last Board meeting)

N/A

Board Member Travel Report (since last Board meeting)

N/A



**EXPENSE CONTRACT**

| <b>Doc #</b>         | <b>Organization</b> | <b>Subject</b>                              | <b>Amount</b> | <b>Revenue/<br/>Expenditure</b> | <b>Day</b> |
|----------------------|---------------------|---------------------------------------------|---------------|---------------------------------|------------|
| PWG324.0-21JOC324-10 | ABC GC INC.         | RAIL YARD HVAC                              | \$87,703.58   | E                               | 11/12/2021 |
| G1931.20-16          | NMS                 | ADD PARKING STRUCTURE                       | \$8,316.74    | E                               | 11/18/2021 |
| G2541.0-22WOA2541    | BRI                 | BRI APPRAISAL SVCS                          | \$31,507.95   | E                               | 11/22/2021 |
| PWG332.1-21          | SOCAL               | ADD BRT LOCATIONS                           | \$97,959.70   | E                               | 11/29/2021 |
| G2075.0-18AE54.02    | DOKKEN              | CURB RAMP                                   | \$10,254.73   | E                               | 12/2/2021  |
| G2260.6-19           | CONDUENT            | GTFS REALTIME INSTALL,<br>WHEELCHAIR DEPLOY | \$79,623.00   | E                               | 12/2/2021  |
| PWG281.4-21          | KONE                | ADD PM SERVICES AND SUB                     | \$56,157.69   | E                               | 12/2/2021  |
| PWG324.0-21324-04.01 | ABCGC               | DEL LAGO LEDS                               | \$85,362.77   | E                               | 12/2/2021  |

**REVENUE CONTRACT AND MOUS**

| <b>Doc #</b>     | <b>Organization</b> | <b>Subject</b> | <b>Amount</b> | <b>Revenue/<br/>Expenditure</b> | <b>Day</b> |
|------------------|---------------------|----------------|---------------|---------------------------------|------------|
| None Applicable. |                     |                |               |                                 |            |

| Purchase Orders |            |                                     |                              |                           |             |                          |                              |
|-----------------|------------|-------------------------------------|------------------------------|---------------------------|-------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value    | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4400001664      | 11/9/2021  | W.W. Grainger Inc                   |                              | G200-OFFICE SUPPLIES      | \$ 125.75   | -                        | -                            |
| 4400001665      | 11/10/2021 | W.W. Grainger Inc                   |                              | G130-SHOP TOOLS           | \$ 389.49   | -                        | -                            |
| 4400001666      | 11/10/2021 | W.W. Grainger Inc                   |                              | F150-DOORS, OVERHEAD      | \$ 1,368.08 | -                        | -                            |
| 4400001667      | 11/15/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 1,205.59 | -                        | -                            |
| 4400001668      | 11/15/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 169.89   | -                        | -                            |
| 4400001669      | 11/15/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 15.39    | -                        | -                            |
| 4400001670      | 11/17/2021 | W.W. Grainger Inc                   |                              | M200-YARD FACILITIES      | \$ 2,678.66 | -                        | -                            |
| 4400001671      | 11/17/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 1,090.92 | -                        | -                            |
| 4400001672      | 11/18/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 212.30   | -                        | -                            |
| 4400001673      | 11/18/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 88.63    | -                        | -                            |
| 4400001674      | 11/19/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 72.22    | -                        | -                            |
| 4400001675      | 11/19/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 134.69   | -                        | -                            |
| 4400001676      | 11/22/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 447.37   | -                        | -                            |
| 4400001677      | 11/22/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 151.00   | -                        | -                            |
| 4400001678      | 11/22/2021 | Office Depot                        |                              | I110-INFORMATION TECH     | \$ 1,535.43 | -                        | -                            |
| 4400001679      | 11/23/2021 | W.W. Grainger Inc                   |                              | B250-BUS REPAIR PARTS     | \$ 135.41   | -                        | -                            |
| 4400001680      | 11/23/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 724.15   | -                        | -                            |
| 4400001681      | 11/30/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 143.25   | -                        | -                            |
| 4400001682      | 11/30/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 262.65   | -                        | -                            |
| 4400001683      | 11/30/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 484.86   | -                        | -                            |
| 4400001684      | 11/30/2021 | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 277.17   | -                        | -                            |
| 4400001685      | 11/30/2021 | Office Depot                        |                              | I110-INFORMATION TECH     | \$ 165.86   | -                        | -                            |
| 4400001686      | 11/30/2021 | W.W. Grainger Inc                   |                              | G190-SAFETY/MED SUPPLIES  | \$ 864.80   | -                        | -                            |
| 4400001687      | 12/1/2021  | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 70.89    | -                        | -                            |
| 4400001688      | 12/2/2021  | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 72.85    | -                        | -                            |
| 4400001689      | 12/3/2021  | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 419.15   | -                        | -                            |
| 4400001690      | 12/3/2021  | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 461.86   | -                        | -                            |
| 4400001691      | 12/7/2021  | Office Depot                        |                              | G200-OFFICE SUPPLIES      | \$ 333.88   | -                        | -                            |
| 4400001692      | 12/8/2021  | W.W. Grainger Inc                   |                              | G190-SAFETY/MED SUPPLIES  | \$ 51.08    | -                        | -                            |
| 4400001693      | 12/8/2021  | W.W. Grainger Inc                   |                              | G130-SHOP TOOLS           | \$ 236.69   | -                        | -                            |
| 4500043223      | 11/9/2021  | Annex Automotive and                |                              | F120-BUS/LRV PAINT BOOTHS | \$ 6,073.67 | -                        | -                            |
| 4500043224      | 11/9/2021  | Tony Jamison                        | DBE                          | G170-LUBRICANTS           | \$ 135.77   | -                        | -                            |
| 4500043225      | 11/9/2021  | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 641.59   | -                        | -                            |
| 4500043226      | 11/9/2021  | Zep Vehicle Care Inc                |                              | F110-SHOP/BLDG MACHINERY  | \$ 83.45    | -                        | -                            |
| 4500043227      | 11/9/2021  | Sherwin Williams Company            |                              | B250-BUS REPAIR PARTS     | \$ 495.50   | -                        | -                            |
| 4500043228      | 11/9/2021  | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 4,202.22 | -                        | -                            |
| 4500043229      | 11/9/2021  | Letter Publications Inc             |                              | P250-PARATRANSIT          | \$ 674.00   | -                        | -                            |
| 4500043230      | 11/9/2021  | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 62.04    | -                        | -                            |
| 4500043231      | 11/9/2021  | JKL Cleaning Systems                | Small Business               | F180-BUILDING MATERIALS   | \$ 1,927.65 | -                        | -                            |
| 4500043233      | 11/9/2021  | Fastenal Company                    |                              | G120-SECURITY             | \$ 1,265.07 | -                        | -                            |
| 4500043234      | 11/9/2021  | West-Lite Supply Co Inc             | Small Business               | G120-SECURITY             | \$ 618.57   | -                        | -                            |
| 4500043235      | 11/9/2021  | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 288.08   | -                        | -                            |
| 4500043236      | 11/9/2021  | Siemens Mobility, Inc.              |                              | R160-RAIL/LRV ELECTRICAL  | \$ 8,748.00 | -                        | -                            |
| 4500043237      | 11/9/2021  | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 157.03   | -                        | -                            |
| 4500043238      | 11/9/2021  | TK Services Inc                     |                              | B250-BUS REPAIR PARTS     | \$ 140.77   | -                        | -                            |
| 4500043239      | 11/9/2021  | Smart & Final Holdings Corp.        |                              | G190-SAFETY/MED SUPPLIES  | \$ 242.16   | -                        | -                            |
| 4500043240      | 11/9/2021  | Professional Contractors Supplies   |                              | G140-SHOP SUPPLIES        | \$ 338.18   | -                        | -                            |
| 4500043241      | 11/9/2021  | Brady Industries of California, LLC |                              | G180-JANITORIAL SUPPLIES  | \$ 128.79   | -                        | -                            |
| 4500043242      | 11/9/2021  | Annex Automotive and                |                              | F120-BUS/LRV PAINT BOOTHS | \$ 2,007.33 | -                        | -                            |
| 4500043243      | 11/9/2021  | Home Depot USA Inc                  |                              | P120-BLDG/FACILITY REPRS  | \$ 671.64   | -                        | -                            |
| 4500043244      | 11/9/2021  | Prudential Overall Supply           |                              | G140-SHOP SUPPLIES        | \$ 2,801.50 | -                        | -                            |

| Purchase Orders |            |                                   |                              |                           |              |                          |                              |
|-----------------|------------|-----------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                              | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043245      | 11/9/2021  | OneSource Distributors, LLC       |                              | G190-SAFETY/MED SUPPLIES  | \$ 213.35    | -                        | -                            |
| 4500043246      | 11/9/2021  | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 3,688.29  | -                        | -                            |
| 4500043247      | 11/9/2021  | Transit Holdings Inc              |                              | B160-BUS ELECTRICAL       | \$ 984.25    | -                        | -                            |
| 4500043248      | 11/9/2021  | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 109.26    | -                        | -                            |
| 4500043249      | 11/10/2021 | Madden Construction Inc           |                              | P280-GENERAL SVC AGRMNTS  | \$ 702.25    | -                        | -                            |
| 4500043250      | 11/10/2021 | Airgas Inc                        |                              | G140-SHOP SUPPLIES        | \$ 38.88     | -                        | -                            |
| 4500043251      | 11/10/2021 | JKL Cleaning Systems              | Small Business               | F190-LANDSCAPING MAT'LS   | \$ 8,623.84  | -                        | -                            |
| 4500043252      | 11/10/2021 | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 5.28      | -                        | -                            |
| 4500043253      | 11/10/2021 | Veritech, Inc.                    | Small Business               | B250-BUS REPAIR PARTS     | \$ 506.43    | -                        | -                            |
| 4500043254      | 11/10/2021 | Industrial Maintenance Supply LLC | DBE                          | G150-FASTENERS            | \$ 145.54    | -                        | -                            |
| 4500043255      | 11/10/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 484.34    | -                        | -                            |
| 4500043256      | 11/10/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 21.55     | -                        | -                            |
| 4500043257      | 11/10/2021 | Transit Holdings Inc              |                              | B120-BUS MECHANICAL PARTS | \$ 5,631.46  | -                        | -                            |
| 4500043258      | 11/10/2021 | Transit Holdings Inc              |                              | B160-BUS ELECTRICAL       | \$ 488.85    | -                        | -                            |
| 4500043259      | 11/10/2021 | JKL Cleaning Systems              | Small Business               | F190-LANDSCAPING MAT'LS   | \$ 54,651.55 | -                        | -                            |
| 4500043260      | 11/10/2021 | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 187.34    | -                        | -                            |
| 4500043261      | 11/10/2021 | Alliant Insurance Services, Inc.  |                              | P370-RISK MANAGEMENT      | \$ 75,251.70 | -                        | -                            |
| 4500043262      | 11/10/2021 | Transit Holdings Inc              |                              | B130-BUS BODY             | \$ 332.69    | -                        | -                            |
| 4500043263      | 11/10/2021 | W.W. Grainger Inc                 |                              | G190-SAFETY/MED SUPPLIES  | \$ 27.31     | -                        | -                            |
| 4500043264      | 11/10/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 11,447.67 | -                        | -                            |
| 4500043265      | 11/10/2021 | West-Lite Supply Co Inc           | Small Business               | M180-STATION ELECTRICAL   | \$ 112.94    | -                        | -                            |
| 4500043266      | 11/10/2021 | Waxie's Enterprises Inc.          |                              | G180-JANITORIAL SUPPLIES  | \$ 89.37     | -                        | -                            |
| 4500043268      | 11/10/2021 | Genuine Parts Co                  |                              | B250-BUS REPAIR PARTS     | \$ 101.75    | -                        | -                            |
| 4500043269      | 11/10/2021 | Prochem Specialty Products Inc    | Small Business               | G180-JANITORIAL SUPPLIES  | \$ 1,656.98  | -                        | -                            |
| 4500043270      | 11/10/2021 | Gillig LLC                        |                              | B110-BUS HVAC SYSTEMS     | \$ 130.10    | -                        | -                            |
| 4500043271      | 11/10/2021 | Tribologik Corporation            |                              | G140-SHOP SUPPLIES        | \$ 2,999.76  | -                        | -                            |
| 4500043272      | 11/10/2021 | Kaman Industrial Technologies     |                              | B120-BUS MECHANICAL PARTS | \$ 2,376.53  | -                        | -                            |
| 4500043273      | 11/10/2021 | Valvoline Inc.                    |                              | B120-BUS MECHANICAL PARTS | \$ 10,449.12 | -                        | -                            |
| 4500043274      | 11/10/2021 | Dimensional Silk Screen Inc       |                              | G230-PRINTED MATERIALS    | \$ 116.37    | -                        | -                            |
| 4500043275      | 11/10/2021 | IHS Global Inc.                   |                              | P400-FINANCIAL & AUDIT    | \$ 5,592.00  | -                        | -                            |
| 4500043276      | 11/12/2021 | R.S. Hughes Co Inc                |                              | B130-BUS BODY             | \$ 206.24    | -                        | -                            |
| 4500043277      | 11/12/2021 | Industrial Maintenance Supply LLC | DBE                          | G150-FASTENERS            | \$ 162.62    | -                        | -                            |
| 4500043278      | 11/12/2021 | Tony Jamison                      | DBE                          | G170-LUBRICANTS           | \$ 1,237.40  | -                        | -                            |
| 4500043279      | 11/12/2021 | Kiel NA LLC                       |                              | B250-BUS REPAIR PARTS     | \$ 86.20     | -                        | -                            |
| 4500043280      | 11/12/2021 | Transit Products and Services     |                              | B120-BUS MECHANICAL PARTS | \$ 6,465.00  | -                        | -                            |
| 4500043281      | 11/12/2021 | Freeby Signs                      |                              | B130-BUS BODY             | \$ 95.36     | -                        | -                            |
| 4500043282      | 11/12/2021 | RegACar Inc                       |                              | P190-REV VEHICLE REPAIRS  | \$ 595.00    | -                        | -                            |
| 4500043283      | 11/12/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,233.74  | -                        | -                            |
| 4500043284      | 11/12/2021 | Transit Holdings Inc              |                              | B160-BUS ELECTRICAL       | \$ 3,760.70  | -                        | -                            |
| 4500043285      | 11/12/2021 | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,097.43  | -                        | -                            |
| 4500043286      | 11/12/2021 | W.W. Grainger Inc                 |                              | B250-BUS REPAIR PARTS     | \$ 121.15    | -                        | -                            |
| 4500043287      | 11/12/2021 | Harbor Diesel & Equipment         |                              | P190-REV VEHICLE REPAIRS  | \$ 2,583.42  | -                        | -                            |
| 4500043288      | 11/12/2021 | Harbor Diesel & Equipment         |                              | B250-BUS REPAIR PARTS     | \$ 788.69    | -                        | -                            |
| 4500043289      | 11/12/2021 | Cummins Pacific LLC               |                              | B250-BUS REPAIR PARTS     | \$ 270.00    | -                        | -                            |
| 4500043290      | 11/12/2021 | Jeyco Products Inc                |                              | G150-FASTENERS            | \$ 277.30    | -                        | -                            |
| 4500043291      | 11/12/2021 | Harbor Diesel & Equipment         |                              | B250-BUS REPAIR PARTS     | \$ 788.69    | -                        | -                            |
| 4500043292      | 11/12/2021 | W.W. Grainger Inc                 |                              | G140-SHOP SUPPLIES        | \$ 71.76     | -                        | -                            |
| 4500043293      | 11/12/2021 | Mohawk Mfg & Supply Co            |                              | B200-BUS PWR TRAIN EQUIP  | \$ 94.84     | -                        | -                            |
| 4500043294      | 11/12/2021 | W.W. Grainger Inc                 |                              | G270-ELECTRICAL/LIGHTING  | \$ 1,102.54  | -                        | -                            |
| 4500043295      | 11/12/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 237.06    | -                        | -                            |
| 4500043296      | 11/12/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 4,015.20  | -                        | -                            |

## Purchase Orders

| PO Number  | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
|------------|------------|-------------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| 4500043297 | 11/12/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 1,042.38  | -                        | -                            |
| 4500043298 | 11/12/2021 | Sherwin Williams Company            |                              | F120-BUS/LRV PAINT BOOTHS | \$ 555.82    | -                        | -                            |
| 4500043299 | 11/12/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 2,818.95  | -                        | -                            |
| 4500043300 | 11/12/2021 | Gillig LLC                          |                              | B160-BUS ELECTRICAL       | \$ 315.91    | -                        | -                            |
| 4500043301 | 11/12/2021 | Mohawk Mfg & Supply Co              |                              | B120-BUS MECHANICAL PARTS | \$ 43.24     | -                        | -                            |
| 4500043302 | 11/12/2021 | Kurt Morgan                         |                              | G200-OFFICE SUPPLIES      | \$ 939.06    | -                        | -                            |
| 4500043303 | 11/12/2021 | Genuine Parts Co                    |                              | G170-LUBRICANTS           | \$ 830.64    | -                        | -                            |
| 4500043304 | 11/15/2021 | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 162.34    | -                        | -                            |
| 4500043305 | 11/15/2021 | Harbor Diesel & Equipment           |                              | B200-BUS PWR TRAIN EQUIP  | \$ 13,735.30 | -                        | -                            |
| 4500043306 | 11/15/2021 | TK Services Inc                     |                              | G170-LUBRICANTS           | \$ 211.53    | -                        | -                            |
| 4500043307 | 11/15/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 110.72    | -                        | -                            |
| 4500043308 | 11/15/2021 | Annex Automotive and                |                              | G160-PAINTS & CHEMICALS   | \$ 4,003.49  | -                        | -                            |
| 4500043309 | 11/15/2021 | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 1,100.28  | -                        | -                            |
| 4500043310 | 11/15/2021 | Brady Industries of California, LLC |                              | G180-JANITORIAL SUPPLIES  | \$ 154.26    | -                        | -                            |
| 4500043311 | 11/15/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 155.79    | -                        | -                            |
| 4500043312 | 11/15/2021 | Ram Industrial Services LLC         |                              | B150-BUS COMM EQUIP.      | \$ 71.08     | -                        | -                            |
| 4500043313 | 11/15/2021 | Home Depot USA Inc                  |                              | G140-SHOP SUPPLIES        | \$ 679.41    | -                        | -                            |
| 4500043314 | 11/15/2021 | Siemens Mobility, Inc.              |                              | R220-RAIL/LRV TRUCKS      | \$ 29,400.84 | -                        | -                            |
| 4500043315 | 11/15/2021 | Supreme Oil Company                 |                              | A120-AUTO/TRUCK GASOLINE  | \$ 13,039.00 | -                        | -                            |
| 4500043316 | 11/15/2021 | SC Commercial, LLC                  |                              | A120-AUTO/TRUCK GASOLINE  | \$ 2,879.06  | -                        | -                            |
| 4500043317 | 11/15/2021 | Professional Contractors Supplies   |                              | G130-SHOP TOOLS           | \$ 217.93    | -                        | -                            |
| 4500043318 | 11/15/2021 | All The King's Flags                |                              | M200-YARD FACILITIES      | \$ 756.42    | -                        | -                            |
| 4500043319 | 11/15/2021 | Fastenal Company                    |                              | G180-JANITORIAL SUPPLIES  | \$ 261.51    | -                        | -                            |
| 4500043320 | 11/15/2021 | Airgas Inc                          |                              | R160-RAIL/LRV ELECTRICAL  | \$ 1,141.42  | -                        | -                            |
| 4500043321 | 11/15/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 15,298.37 | -                        | -                            |
| 4500043322 | 11/15/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 6,891.76  | -                        | -                            |
| 4500043323 | 11/15/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 158.07    | -                        | -                            |
| 4500043324 | 11/15/2021 | JKL Cleaning Systems                | Small Business               | P130-EQUIP MAINT REPR SVC | \$ 659.80    | -                        | -                            |
| 4500043325 | 11/15/2021 | Tennant Sales & Serv Co             |                              | P130-EQUIP MAINT REPR SVC | \$ 375.01    | -                        | -                            |
| 4500043326 | 11/15/2021 | West-Lite Supply Co Inc             | Small Business               | M140-WAYSIDE SIGNALS      | \$ 433.96    | -                        | -                            |
| 4500043327 | 11/15/2021 | Brady Industries of California, LLC |                              | G140-SHOP SUPPLIES        | \$ 581.64    | -                        | -                            |
| 4500043328 | 11/15/2021 | Westfield Development Inc.          |                              | P310-ADVERTISING SERVICES | \$ 3,499.00  | -                        | -                            |
| 4500043329 | 11/15/2021 | Willy's Electronic Supply Co        | Small Business               | M180-STATION ELECTRICAL   | \$ 324.77    | -                        | -                            |
| 4500043330 | 11/15/2021 | Transit Holdings Inc                |                              | B140-BUS CHASSIS          | \$ 1,820.49  | -                        | -                            |
| 4500043331 | 11/15/2021 | Prudential Overall Supply           |                              | G140-SHOP SUPPLIES        | \$ 5,603.00  | -                        | -                            |
| 4500043332 | 11/15/2021 | R.S. Hughes Co Inc                  |                              | G140-SHOP SUPPLIES        | \$ 774.96    | -                        | -                            |
| 4500043333 | 11/15/2021 | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 234.39    | -                        | -                            |
| 4500043334 | 11/15/2021 | Muncie Transit Supply               |                              | B110-BUS HVAC SYSTEMS     | \$ 103.98    | -                        | -                            |
| 4500043335 | 11/15/2021 | Cummins Pacific LLC                 |                              | B250-BUS REPAIR PARTS     | \$ 899.17    | -                        | -                            |
| 4500043336 | 11/15/2021 | Jeyco Products Inc                  |                              | G150-FASTENERS            | \$ 250.46    | -                        | -                            |
| 4500043337 | 11/15/2021 | TK Services Inc                     |                              | G170-LUBRICANTS           | \$ 141.02    | -                        | -                            |
| 4500043338 | 11/15/2021 | R.S. Hughes Co Inc                  |                              | G130-SHOP TOOLS           | \$ 123.05    | -                        | -                            |
| 4500043339 | 11/15/2021 | Transit Holdings Inc                |                              | B140-BUS CHASSIS          | \$ 1,830.30  | -                        | -                            |
| 4500043340 | 11/15/2021 | Gillig LLC                          |                              | B110-BUS HVAC SYSTEMS     | \$ 283.32    | -                        | -                            |
| 4500043341 | 11/15/2021 | W.W. Grainger Inc                   |                              | F110-SHOP/BLDG MACHINERY  | \$ 31.40     | -                        | -                            |
| 4500043342 | 11/15/2021 | Kaman Industrial Technologies       |                              | B120-BUS MECHANICAL PARTS | \$ 541.90    | -                        | -                            |
| 4500043343 | 11/15/2021 | Mohawk Mfg & Supply Co              |                              | B250-BUS REPAIR PARTS     | \$ 2,421.36  | -                        | -                            |
| 4500043344 | 11/15/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 71.76     | -                        | -                            |
| 4500043345 | 11/15/2021 | Harbor Diesel & Equipment           |                              | B120-BUS MECHANICAL PARTS | \$ 259.09    | -                        | -                            |
| 4500043346 | 11/15/2021 | Mohawk Mfg & Supply Co              |                              | B130-BUS BODY             | \$ 63.10     | -                        | -                            |
| 4500043347 | 11/15/2021 | Trentman Corporation                | Small Business               | P280-GENERAL SVC AGRMNTS  | \$ 1,452.44  | -                        | -                            |

| Purchase Orders |            |                                     |                              |                           |              |                          |                              |
|-----------------|------------|-------------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043348      | 11/15/2021 | W.W. Grainger Inc                   |                              | B110-BUS HVAC SYSTEMS     | \$ 894.33    | -                        | -                            |
| 4500043349      | 11/15/2021 | Aztec Fire & Safety                 |                              | G140-SHOP SUPPLIES        | \$ 1,696.11  | -                        | -                            |
| 4500043350      | 11/15/2021 | Sherwin Williams Company            |                              | B130-BUS BODY             | \$ 495.50    | -                        | -                            |
| 4500043351      | 11/15/2021 | Trolley Support LLC                 |                              | B130-BUS BODY             | \$ 2,025.70  | -                        | -                            |
| 4500043352      | 11/15/2021 | Cummins Pacific LLC                 |                              | B120-BUS MECHANICAL PARTS | \$ 3,494.51  | -                        | -                            |
| 4500043353      | 11/16/2021 | Hanning & Kahl LP                   |                              | M140-WAYSIDE SIGNALS      | \$ 1,048.63  | -                        | -                            |
| 4500043354      | 11/16/2021 | Shilpark Paint Corp.                |                              | G160-PAINTS & CHEMICALS   | \$ 348.79    | -                        | -                            |
| 4500043355      | 11/16/2021 | Chromate Industrial Corporation     |                              | R220-RAIL/LRV TRUCKS      | \$ 159.04    | -                        | -                            |
| 4500043356      | 11/16/2021 | Airgas Inc                          |                              | G140-SHOP SUPPLIES        | \$ 26.89     | -                        | -                            |
| 4500043357      | 11/16/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 32.90     | -                        | -                            |
| 4500043358      | 11/16/2021 | Siemens Mobility, Inc.              |                              | R120-RAIL/LRV CAR BODY    | \$ 2,498.86  | -                        | -                            |
| 4500043359      | 11/16/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 3,454.68  | -                        | -                            |
| 4500043360      | 11/16/2021 | Staples Contract & Commercial Inc   |                              | G200-OFFICE SUPPLIES      | \$ 1,810.20  | -                        | -                            |
| 4500043361      | 11/16/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 23.32     | -                        | -                            |
| 4500043362      | 11/16/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 699.65    | -                        | -                            |
| 4500043363      | 11/16/2021 | Newegg Business, Inc.               |                              | B250-BUS REPAIR PARTS     | \$ 42.84     | -                        | -                            |
| 4500043364      | 11/16/2021 | Marco's Canopies Inc                | Small Business               | G210-OFFICE FURNITURE     | \$ 3,343.09  | -                        | -                            |
| 4500043365      | 11/16/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 170.55    | -                        | -                            |
| 4500043366      | 11/16/2021 | Jeyco Products Inc                  |                              | G150-FASTENERS            | \$ 214.32    | -                        | -                            |
| 4500043367      | 11/16/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 2,521.73  | -                        | -                            |
| 4500043368      | 11/16/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,070.61  | -                        | -                            |
| 4500043369      | 11/16/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 564.88    | -                        | -                            |
| 4500043370      | 11/16/2021 | Circle Graphics, Inc.               |                              | C110-GENERAL CONTRACTORS  | \$ 11,000.00 | -                        | -                            |
| 4500043371      | 11/16/2021 | Brady Industries of California, LLC |                              | G190-SAFETY/MED SUPPLIES  | \$ 559.23    | -                        | -                            |
| 4500043372      | 11/16/2021 | Vern Rose Inc                       |                              | G160-PAINTS & CHEMICALS   | \$ 111.79    | -                        | -                            |
| 4500043373      | 11/16/2021 | R.S. Hughes Co Inc                  |                              | G140-SHOP SUPPLIES        | \$ 201.69    | -                        | -                            |
| 4500043374      | 11/16/2021 | Kaman Industrial Technologies       |                              | G130-SHOP TOOLS           | \$ 11.50     | -                        | -                            |
| 4500043375      | 11/16/2021 | D's Kustom Sales & Services, LLC    |                              | T140-TRACK, TURNOUTS      | \$ 2,431.17  | -                        | -                            |
| 4500043376      | 11/16/2021 | Gillig LLC                          |                              | B250-BUS REPAIR PARTS     | \$ 182.66    | -                        | -                            |
| 4500043377      | 11/16/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 132.96    | -                        | -                            |
| 4500043378      | 11/16/2021 | Knorr Brake Holding Corporation     |                              | R160-RAIL/LRV ELECTRICAL  | \$ 31,707.41 | -                        | -                            |
| 4500043379      | 11/16/2021 | Smith Systems Inc                   |                              | R220-RAIL/LRV TRUCKS      | \$ 375.72    | -                        | -                            |
| 4500043380      | 11/16/2021 | Transit Products and Services       |                              | B120-BUS MECHANICAL PARTS | \$ 5,172.00  | -                        | -                            |
| 4500043381      | 11/16/2021 | Ace Uniforms & Accessories          | Small Business               | G120-SECURITY             | \$ 64.66     | -                        | -                            |
| 4500043382      | 11/16/2021 | Cummins Pacific LLC                 |                              | P190-REV VEHICLE REPAIRS  | \$ 270.00    | -                        | -                            |
| 4500043383      | 11/16/2021 | Cummins Pacific LLC                 |                              | P190-REV VEHICLE REPAIRS  | \$ 270.00    | -                        | -                            |
| 4500043384      | 11/16/2021 | Cummins Pacific LLC                 |                              | P190-REV VEHICLE REPAIRS  | \$ 270.00    | -                        | -                            |
| 4500043385      | 11/16/2021 | G & A Auto Air Conditioning         |                              | P210-NON-REV VEH REPAIRS  | \$ 230.62    | -                        | -                            |
| 4500043386      | 11/16/2021 | W.W. Grainger Inc                   |                              | F110-SHOP/BLDG MACHINERY  | \$ 154.18    | -                        | -                            |
| 4500043387      | 11/17/2021 | Qualitrol Company LLC               |                              | M110-SUB STATION          | \$ 5,465.73  | -                        | -                            |
| 4500043388      | 11/17/2021 | Daniel A. Hopkins                   |                              | C120-SPECIALTY CONTRACTOR | \$ 45,000.00 | -                        | -                            |
| 4500043389      | 11/17/2021 | Westair Gases & Equipment Inc       | Small Business               | G190-SAFETY/MED SUPPLIES  | \$ 171.33    | -                        | -                            |
| 4500043390      | 11/17/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 2,589.24  | -                        | -                            |
| 4500043391      | 11/17/2021 | Muncie Transit Supply               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 71.28     | -                        | -                            |
| 4500043392      | 11/17/2021 | Transit Holdings Inc                |                              | B140-BUS CHASSIS          | \$ 6,746.68  | -                        | -                            |
| 4500043393      | 11/17/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 137.02    | -                        | -                            |
| 4500043394      | 11/17/2021 | Uline                               |                              | F170-MATL HANDLING EQUIP  | \$ 213.02    | -                        | -                            |
| 4500043395      | 11/17/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 132.54    | -                        | -                            |
| 4500043396      | 11/17/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 1,931.81  | -                        | -                            |
| 4500043397      | 11/17/2021 | Vehicle Maintenance Program, Inc.   | Woman Owned Business         | B140-BUS CHASSIS          | \$ 419.09    | -                        | -                            |
| 4500043398      | 11/17/2021 | Cummins Pacific LLC                 |                              | P220-REV VEHICLE CLEANING | \$ 270.00    | -                        | -                            |



| Purchase Orders |            |                                     |                              |                           |             |                          |                              |
|-----------------|------------|-------------------------------------|------------------------------|---------------------------|-------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value    | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043399      | 11/17/2021 | Reid and Clark Screen Arts Co       |                              | R120-RAIL/LRV CAR BODY    | \$ 925.58   | -                        | -                            |
| 4500043400      | 11/17/2021 | San Diego Community                 |                              | P540-MAINTENANCE TRAINING | \$ 250.00   | -                        | -                            |
| 4500043401      | 11/17/2021 | Waxie's Enterprises Inc.            |                              | G140-SHOP SUPPLIES        | \$ 3,961.85 | -                        | -                            |
| 4500043402      | 11/17/2021 | Gillig LLC                          |                              | B250-BUS REPAIR PARTS     | \$ 377.53   | -                        | -                            |
| 4500043403      | 11/17/2021 | Jeyco Products Inc                  |                              | G140-SHOP SUPPLIES        | \$ 263.83   | -                        | -                            |
| 4500043404      | 11/17/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 1,079.57 | -                        | -                            |
| 4500043405      | 11/17/2021 | Muncie Transit Supply               |                              | B130-BUS BODY             | \$ 67.89    | -                        | -                            |
| 4500043406      | 11/17/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 115.94   | -                        | -                            |
| 4500043407      | 11/17/2021 | SC Commercial, LLC                  |                              | A120-AUTO/TRUCK GASOLINE  | \$ 2,404.35 | -                        | -                            |
| 4500043408      | 11/17/2021 | Staples Contract & Commercial Inc   |                              | G200-OFFICE SUPPLIES      | \$ 221.43   | -                        | -                            |
| 4500043409      | 11/17/2021 | R.S. Hughes Co Inc                  |                              | B250-BUS REPAIR PARTS     | \$ 44.18    | -                        | -                            |
| 4500043410      | 11/17/2021 | TK Services Inc                     |                              | B110-BUS HVAC SYSTEMS     | \$ 180.24   | -                        | -                            |
| 4500043411      | 11/17/2021 | Gillig LLC                          |                              | B160-BUS ELECTRICAL       | \$ 7,038.79 | -                        | -                            |
| 4500043412      | 11/17/2021 | Advertising Concepts Inc            |                              | G230-PRINTED MATERIALS    | \$ 2,205.21 | -                        | -                            |
| 4500043413      | 11/17/2021 | Airgas Inc                          |                              | G140-SHOP SUPPLIES        | \$ 60.43    | -                        | -                            |
| 4500043415      | 11/18/2021 | Gillig LLC                          |                              | B250-BUS REPAIR PARTS     | \$ 836.27   | -                        | -                            |
| 4500043416      | 11/18/2021 | CDW LLC                             |                              | I110-INFORMATION TECH     | \$ 195.00   | -                        | -                            |
| 4500043417      | 11/18/2021 | Kenneth Place                       |                              | F190-LANDSCAPING MAT'LS   | \$ 52.24    | -                        | -                            |
| 4500043418      | 11/18/2021 | Grah Safe & Lock Inc                | Small Business               | G120-SECURITY             | \$ 52.80    | -                        | -                            |
| 4500043419      | 11/18/2021 | Staples Contract & Commercial Inc   |                              | G200-OFFICE SUPPLIES      | \$ 343.82   | -                        | -                            |
| 4500043420      | 11/18/2021 | Cummins Pacific LLC                 |                              | B160-BUS ELECTRICAL       | \$ 4,296.00 | -                        | -                            |
| 4500043421      | 11/18/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 2,121.56 | -                        | -                            |
| 4500043422      | 11/18/2021 | Glass & Screens Etc                 |                              | F180-BUILDING MATERIALS   | \$ 795.87   | -                        | -                            |
| 4500043423      | 11/18/2021 | Allied Electronics Inc              |                              | M110-SUB STATION          | \$ 304.94   | -                        | -                            |
| 4500043424      | 11/18/2021 | Westair Gases & Equipment Inc       | Small Business               | G190-SAFETY/MED SUPPLIES  | \$ 142.77   | -                        | -                            |
| 4500043425      | 11/18/2021 | W.W. Grainger Inc                   |                              | G190-SAFETY/MED SUPPLIES  | \$ 36.66    | -                        | -                            |
| 4500043426      | 11/18/2021 | Dimensional Silk Screen Inc         |                              | G230-PRINTED MATERIALS    | \$ 161.63   | -                        | -                            |
| 4500043427      | 11/18/2021 | Fastenal Company                    |                              | G120-SECURITY             | \$ 4,300.60 | -                        | -                            |
| 4500043428      | 11/18/2021 | Bocks Awards Inc                    |                              | G230-PRINTED MATERIALS    | \$ 255.50   | -                        | -                            |
| 4500043429      | 11/18/2021 | Advertising Concepts Inc            |                              | G230-PRINTED MATERIALS    | \$ 2,133.46 | -                        | -                            |
| 4500043430      | 11/18/2021 | Culligan of San Diego               |                              | G140-SHOP SUPPLIES        | \$ 2,040.00 | -                        | -                            |
| 4500043431      | 11/18/2021 | Laird Plastics, Inc                 |                              | M180-STATION ELECTRICAL   | \$ 3,115.06 | -                        | -                            |
| 4500043432      | 11/18/2021 | Chromate Industrial Corporation     |                              | G150-FASTENERS            | \$ 105.77   | -                        | -                            |
| 4500043433      | 11/18/2021 | Muncie Transit Supply               |                              | B250-BUS REPAIR PARTS     | \$ 27.37    | -                        | -                            |
| 4500043434      | 11/18/2021 | Sherwin Williams Company            |                              | F120-BUS/LRV PAINT BOOTHS | \$ 773.26   | -                        | -                            |
| 4500043435      | 11/18/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 8,364.64 | -                        | -                            |
| 4500043436      | 11/18/2021 | Mohawk Mfg & Supply Co              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 15.89    | -                        | -                            |
| 4500043437      | 11/18/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 517.49   | -                        | -                            |
| 4500043438      | 11/18/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 483.77   | -                        | -                            |
| 4500043439      | 11/18/2021 | Jeyco Products Inc                  |                              | G140-SHOP SUPPLIES        | \$ 78.93    | -                        | -                            |
| 4500043440      | 11/18/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 57.06    | -                        | -                            |
| 4500043441      | 11/18/2021 | Gillig LLC                          |                              | B130-BUS BODY             | \$ 503.62   | -                        | -                            |
| 4500043442      | 11/18/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 988.23   | -                        | -                            |
| 4500043443      | 11/18/2021 | R.S. Hughes Co Inc                  |                              | B130-BUS BODY             | \$ 220.63   | -                        | -                            |
| 4500043444      | 11/18/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 15.09    | -                        | -                            |
| 4500043445      | 11/19/2021 | Brady Industries of California, LLC |                              | G180-JANITORIAL SUPPLIES  | \$ 1,028.71 | -                        | -                            |
| 4500043446      | 11/19/2021 | West-Lite Supply Co Inc             | Small Business               | R160-RAIL/LRV ELECTRICAL  | \$ 322.13   | -                        | -                            |
| 4500043447      | 11/19/2021 | FinishMaster Inc                    |                              | F120-BUS/LRV PAINT BOOTHS | \$ 432.90   | -                        | -                            |
| 4500043448      | 11/19/2021 | Professional Contractors Supplies   |                              | G160-PAINTS & CHEMICALS   | \$ 124.51   | -                        | -                            |
| 4500043449      | 11/19/2021 | Fastenal Company                    |                              | G120-SECURITY             | \$ 1,638.48 | -                        | -                            |
| 4500043450      | 11/19/2021 | Inland Kenworth (US) Inc            |                              | B250-BUS REPAIR PARTS     | \$ 1,434.99 | -                        | -                            |

| Purchase Orders |            |                                     |                              |                           |              |                          |                              |
|-----------------|------------|-------------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043451      | 11/19/2021 | TK Services Inc                     |                              | G170-LUBRICANTS           | \$ 1,198.70  | -                        | -                            |
| 4500043452      | 11/19/2021 | Prudential Overall Supply           |                              | G180-JANITORIAL SUPPLIES  | \$ 4,223.80  | -                        | -                            |
| 4500043453      | 11/19/2021 | M Power Truck & Diesel Repair       |                              | P210-NON-REV VEH REPAIRS  | \$ 115.00    | -                        | -                            |
| 4500043454      | 11/19/2021 | Graybar Electric Co Inc             |                              | M180-STATION ELECTRICAL   | \$ 2,032.17  | -                        | -                            |
| 4500043455      | 11/19/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 88.91     | -                        | -                            |
| 4500043456      | 11/19/2021 | Gillig LLC                          |                              | B250-BUS REPAIR PARTS     | \$ 831.01    | -                        | -                            |
| 4500043457      | 11/19/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 180.45    | -                        | -                            |
| 4500043458      | 11/19/2021 | W.W. Grainger Inc                   |                              | G130-SHOP TOOLS           | \$ 327.98    | -                        | -                            |
| 4500043459      | 11/19/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,132.24  | -                        | -                            |
| 4500043460      | 11/19/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 4,205.49  | -                        | -                            |
| 4500043461      | 11/19/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,095.56  | -                        | -                            |
| 4500043462      | 11/19/2021 | Louis Sardo Upholstery Inc          |                              | B130-BUS BODY             | \$ 1,302.35  | -                        | -                            |
| 4500043465      | 11/19/2021 | Charter Industrial Supply Inc       |                              | B120-BUS MECHANICAL PARTS | \$ 28.52     | -                        | -                            |
| 4500043466      | 11/19/2021 | ABC General Contractor Inc          | Small Business               | C110-GENERAL CONTRACTORS  | \$ 99,738.59 | -                        | \$ 75,282.69                 |
| 4500043467      | 11/19/2021 | The Gordian Group, Inc.             |                              | C130-CONSTRUCTION SVCS    | \$ 1,944.90  | -                        | -                            |
| 4500043468      | 11/19/2021 | ABC General Contractor Inc          |                              | C110-GENERAL CONTRACTORS  | \$ 87,703.58 | -                        | \$ 62,813.30                 |
| 4500043469      | 11/19/2021 | The Gordian Group, Inc.             |                              | C110-GENERAL CONTRACTORS  | \$ 1,710.22  | -                        | -                            |
| 4500043470      | 11/19/2021 | Knorr Brake Holding Corporation     |                              | R220-RAIL/LRV TRUCKS      | \$ 33,586.23 | -                        | -                            |
| 4500043471      | 11/19/2021 | Transit Products and Services       |                              | B250-BUS REPAIR PARTS     | \$ 5,172.00  | -                        | -                            |
| 4500043472      | 11/19/2021 | Transit Products and Services       |                              | B130-BUS BODY             | \$ 6,465.00  | -                        | -                            |
| 4500043473      | 11/19/2021 | W.W. Grainger Inc                   |                              | G130-SHOP TOOLS           | \$ 119.90    | -                        | -                            |
| 4500043474      | 11/19/2021 | Freeby Signs                        |                              | B130-BUS BODY             | \$ 60.77     | -                        | -                            |
| 4500043475      | 11/19/2021 | Kurt Morgan                         |                              | G200-OFFICE SUPPLIES      | \$ 111.04    | -                        | -                            |
| 4500043476      | 11/19/2021 | Brady Industries of California, LLC |                              | G180-JANITORIAL SUPPLIES  | \$ 135.54    | -                        | -                            |
| 4500043477      | 11/19/2021 | Home Depot USA Inc                  |                              | F190-LANDSCAPING MAT'LS   | \$ 806.84    | -                        | -                            |
| 4500043478      | 11/22/2021 | Siemens Mobility, Inc.              |                              | R160-RAIL/LRV ELECTRICAL  | \$ 58.96     | -                        | -                            |
| 4500043479      | 11/22/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 21.12     | -                        | -                            |
| 4500043480      | 11/22/2021 | Mohawk Mfg & Supply Co              |                              | B140-BUS CHASSIS          | \$ 116.26    | -                        | -                            |
| 4500043481      | 11/22/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 3,683.00  | -                        | -                            |
| 4500043482      | 11/22/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 2.64      | -                        | -                            |
| 4500043483      | 11/22/2021 | Supreme Oil Company                 |                              | A120-AUTO/TRUCK GASOLINE  | \$ 12,730.75 | -                        | -                            |
| 4500043484      | 11/22/2021 | SC Commercial, LLC                  |                              | A120-AUTO/TRUCK GASOLINE  | \$ 2,879.06  | -                        | -                            |
| 4500043485      | 11/22/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 32.30     | -                        | -                            |
| 4500043486      | 11/22/2021 | Transit Products and Services       |                              | B130-BUS BODY             | \$ 21,550.00 | -                        | -                            |
| 4500043487      | 11/22/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 24.05     | -                        | -                            |
| 4500043488      | 11/22/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 436.40    | -                        | -                            |
| 4500043489      | 11/22/2021 | Muncie Transit Supply               |                              | B160-BUS ELECTRICAL       | \$ 79.84     | -                        | -                            |
| 4500043490      | 11/22/2021 | Muncie Transit Supply               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 9.70      | -                        | -                            |
| 4500043491      | 11/22/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 6,939.67  | -                        | -                            |
| 4500043492      | 11/22/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 55.59     | -                        | -                            |
| 4500043493      | 11/22/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 13,455.82 | -                        | -                            |
| 4500043494      | 11/22/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 847.64    | -                        | -                            |
| 4500043495      | 11/22/2021 | Jeyco Products Inc                  |                              | G130-SHOP TOOLS           | \$ 199.40    | -                        | -                            |
| 4500043496      | 11/22/2021 | R.S. Hughes Co Inc                  |                              | G160-PAINTS & CHEMICALS   | \$ 368.40    | -                        | -                            |
| 4500043497      | 11/22/2021 | W.W. Grainger Inc                   |                              | G180-JANITORIAL SUPPLIES  | \$ 352.61    | -                        | -                            |
| 4500043498      | 11/22/2021 | Home Depot USA Inc                  |                              | G160-PAINTS & CHEMICALS   | \$ 603.94    | -                        | -                            |
| 4500043499      | 11/22/2021 | Gillig LLC                          |                              | B160-BUS ELECTRICAL       | \$ 2,167.35  | -                        | -                            |
| 4500043500      | 11/22/2021 | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 1,918.22  | -                        | -                            |
| 4500043501      | 11/22/2021 | Willy's Electronic Supply Co        | Small Business               | G270-ELECTRICAL/LIGHTING  | \$ 136.85    | -                        | -                            |
| 4500043502      | 11/22/2021 | Transit Holdings Inc                |                              | R180-RAIL/LRV LIGHTING    | \$ 4,131.23  | -                        | -                            |
| 4500043503      | 11/22/2021 | Inland Kenworth (US) Inc            |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,382.48  | -                        | -                            |

| Purchase Orders |            |                                     |                              |                           |              |                          |                              |
|-----------------|------------|-------------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043504      | 11/22/2021 | Knorr Brake Holding Corporation     |                              | R160-RAIL/LRV ELECTRICAL  | \$ 16,798.23 | -                        | -                            |
| 4500043505      | 11/22/2021 | Annex Automotive and                |                              | F120-BUS/LRV PAINT BOOTHS | \$ 7,612.08  | -                        | -                            |
| 4500043506      | 11/22/2021 | West-Lite Supply Co Inc             | Small Business               | M110-SUB STATION          | \$ 175.36    | -                        | -                            |
| 4500043507      | 11/22/2021 | Professional Contractors Supplies   |                              | G180-JANITORIAL SUPPLIES  | \$ 537.92    | -                        | -                            |
| 4500043508      | 11/22/2021 | Muncie Transit Supply               |                              | B120-BUS MECHANICAL PARTS | \$ 422.39    | -                        | -                            |
| 4500043509      | 11/22/2021 | Barry Sandler Enterprises           |                              | G180-JANITORIAL SUPPLIES  | \$ 998.29    | -                        | -                            |
| 4500043510      | 11/22/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 34.91     | -                        | -                            |
| 4500043511      | 11/22/2021 | Mcmaster-Carr Supply Co             |                              | G140-SHOP SUPPLIES        | \$ 147.97    | -                        | -                            |
| 4500043512      | 11/22/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 34.76     | -                        | -                            |
| 4500043513      | 11/22/2021 | Brady Industries of California, LLC |                              | G180-JANITORIAL SUPPLIES  | \$ 178.82    | -                        | -                            |
| 4500043514      | 11/22/2021 | Tribologik Corporation              |                              | G140-SHOP SUPPLIES        | \$ 3,154.39  | -                        | -                            |
| 4500043515      | 11/22/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 96.41     | -                        | -                            |
| 4500043516      | 11/23/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 178.82    | -                        | -                            |
| 4500043517      | 11/23/2021 | Siemens Mobility, Inc.              |                              | R170-RAIL/LRV HVAC        | \$ 105.49    | -                        | -                            |
| 4500043518      | 11/23/2021 | Tony Jamison                        | DBE                          | G170-LUBRICANTS           | \$ 1,318.86  | -                        | -                            |
| 4500043519      | 11/23/2021 | Harbor Diesel & Equipment           |                              | G170-LUBRICANTS           | \$ 5,762.68  | -                        | -                            |
| 4500043520      | 11/23/2021 | Trinity Sling Authority, Inc.       |                              | F110-SHOP/BLDG MACHINERY  | \$ 118.49    | -                        | -                            |
| 4500043521      | 11/23/2021 | Kaman Industrial Technologies       |                              | G130-SHOP TOOLS           | \$ 1,316.42  | -                        | -                            |
| 4500043522      | 11/23/2021 | Vern Rose Inc                       |                              | G140-SHOP SUPPLIES        | \$ 273.30    | -                        | -                            |
| 4500043523      | 11/23/2021 | Jeyco Products Inc                  |                              | G140-SHOP SUPPLIES        | \$ 50.42     | -                        | -                            |
| 4500043524      | 11/23/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 63.65     | -                        | -                            |
| 4500043525      | 11/23/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 1,861.34  | -                        | -                            |
| 4500043526      | 11/23/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 273.80    | -                        | -                            |
| 4500043527      | 11/23/2021 | V & V Manufacturing Inc             | Small Business               | G200-OFFICE SUPPLIES      | \$ 12,663.12 | -                        | -                            |
| 4500043528      | 11/23/2021 | Inland Kenworth (US) Inc            |                              | B200-BUS PWR TRAIN EQUIP  | \$ 80.94     | -                        | -                            |
| 4500043529      | 11/23/2021 | Gillig LLC                          |                              | B130-BUS BODY             | \$ 957.29    | -                        | -                            |
| 4500043530      | 11/23/2021 | Vern Rose Inc                       |                              | G160-PAINTS & CHEMICALS   | \$ 381.11    | -                        | -                            |
| 4500043531      | 11/23/2021 | TK Services Inc                     |                              | B250-BUS REPAIR PARTS     | \$ 87.02     | -                        | -                            |
| 4500043532      | 11/23/2021 | Waxie's Enterprises Inc.            |                              | G140-SHOP SUPPLIES        | \$ 255.09    | -                        | -                            |
| 4500043533      | 11/23/2021 | EnviroGreen Electronic              |                              | B190-BUS FARE EQUIP       | \$ 500.00    | -                        | -                            |
| 4500043534      | 11/24/2021 | Industrial Maintenance Supply LLC   | DBE                          | G130-SHOP TOOLS           | \$ 126.11    | -                        | -                            |
| 4500043535      | 11/24/2021 | Home Depot USA Inc                  |                              | G130-SHOP TOOLS           | \$ 234.90    | -                        | -                            |
| 4500043536      | 11/24/2021 | Siemens Mobility, Inc.              |                              | R120-RAIL/LRV CAR BODY    | \$ 4,436.29  | -                        | -                            |
| 4500043537      | 11/24/2021 | Kenneth Place                       |                              | F190-LANDSCAPING MAT'LS   | \$ 128.66    | -                        | -                            |
| 4500043538      | 11/24/2021 | Robcar Corporation                  | Woman Owned Business         | G140-SHOP SUPPLIES        | \$ 2,123.77  | -                        | -                            |
| 4500043539      | 11/24/2021 | Shilpark Paint Corp.                |                              | G160-PAINTS & CHEMICALS   | \$ 487.39    | -                        | -                            |
| 4500043540      | 11/24/2021 | American Power Systems, LLC         |                              | M110-SUB STATION          | \$ 7,847.91  | -                        | -                            |
| 4500043541      | 11/24/2021 | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 7,364.72  | -                        | -                            |
| 4500043542      | 11/24/2021 | TK Services Inc                     |                              | P190-REV VEHICLE REPAIRS  | \$ 1,730.95  | -                        | -                            |
| 4500043543      | 11/24/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 610.95    | -                        | -                            |
| 4500043544      | 11/24/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 1,854.14  | -                        | -                            |
| 4500043545      | 11/24/2021 | Jeyco Products Inc                  |                              | G150-FASTENERS            | \$ 34.64     | -                        | -                            |
| 4500043546      | 11/24/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 26.72     | -                        | -                            |
| 4500043547      | 11/24/2021 | Cummins Pacific LLC                 |                              | B250-BUS REPAIR PARTS     | \$ 74.35     | -                        | -                            |
| 4500043548      | 11/24/2021 | Muncie Transit Supply               |                              | B250-BUS REPAIR PARTS     | \$ 1,633.06  | -                        | -                            |
| 4500043549      | 11/24/2021 | Transit Holdings Inc                |                              | B160-BUS ELECTRICAL       | \$ 1,875.33  | -                        | -                            |
| 4500043550      | 11/24/2021 | Westair Gases & Equipment Inc       | Small Business               | G190-SAFETY/MED SUPPLIES  | \$ 799.51    | -                        | -                            |
| 4500043551      | 11/24/2021 | Southern Counties Lubricants LLC    |                              | G170-LUBRICANTS           | \$ 2,137.49  | -                        | -                            |
| 4500043552      | 11/24/2021 | Taymark                             |                              | G200-OFFICE SUPPLIES      | \$ 714.85    | -                        | -                            |
| 4500043553      | 11/24/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 37.58     | -                        | -                            |
| 4500043554      | 11/24/2021 | Prochem Specialty Products Inc      | Small Business               | G170-LUBRICANTS           | \$ 1,153.87  | -                        | -                            |

| Purchase Orders |            |                                     |                              |                           |              |                          |                              |
|-----------------|------------|-------------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                                | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043555      | 11/24/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 353.66    | -                        | -                            |
| 4500043556      | 11/24/2021 | Mohammad Karimi                     |                              | G120-SECURITY             | \$ 411.81    | -                        | -                            |
| 4500043557      | 11/24/2021 | W.W. Grainger Inc                   |                              | G190-SAFETY/MED SUPPLIES  | \$ 470.54    | -                        | -                            |
| 4500043558      | 11/24/2021 | D's Kustom Sales & Services, LLC    |                              | G130-SHOP TOOLS           | \$ 1,520.64  | -                        | -                            |
| 4500043559      | 11/24/2021 | HI-TEC Enterprises                  |                              | R120-RAIL/LRV CAR BODY    | \$ 2,560.14  | -                        | -                            |
| 4500043561      | 11/26/2021 | Waxie's Enterprises Inc.            |                              | G180-JANITORIAL SUPPLIES  | \$ 590.05    | -                        | -                            |
| 4500043562      | 11/26/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 39.49     | -                        | -                            |
| 4500043563      | 11/26/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 42.82     | -                        | -                            |
| 4500043564      | 11/26/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 301.17    | -                        | -                            |
| 4500043565      | 11/26/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 2,051.57  | -                        | -                            |
| 4500043566      | 11/26/2021 | Muncie Transit Supply               |                              | B120-BUS MECHANICAL PARTS | \$ 82.10     | -                        | -                            |
| 4500043567      | 11/26/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 189.06    | -                        | -                            |
| 4500043568      | 11/26/2021 | Tony Jamison                        | DBE                          | G170-LUBRICANTS           | \$ 349.11    | -                        | -                            |
| 4500043569      | 11/26/2021 | Jeyco Products Inc                  |                              | B200-BUS PWR TRAIN EQUIP  | \$ 398.53    | -                        | -                            |
| 4500043570      | 11/26/2021 | Gillig LLC                          |                              | B130-BUS BODY             | \$ 163.24    | -                        | -                            |
| 4500043571      | 11/26/2021 | Freeby Signs                        |                              | B130-BUS BODY             | \$ 201.89    | -                        | -                            |
| 4500043572      | 11/26/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 537.64    | -                        | -                            |
| 4500043573      | 11/26/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,446.07  | -                        | -                            |
| 4500043574      | 11/26/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 465.32    | -                        | -                            |
| 4500043575      | 11/26/2021 | Vehicle Maintenance Program, Inc.   | Woman Owned Business         | B140-BUS CHASSIS          | \$ 786.27    | -                        | -                            |
| 4500043576      | 11/26/2021 | Airgas Inc                          |                              | G140-SHOP SUPPLIES        | \$ 38.88     | -                        | -                            |
| 4500043577      | 11/26/2021 | Gillig LLC                          |                              | G140-SHOP SUPPLIES        | \$ 177.60    | -                        | -                            |
| 4500043578      | 11/26/2021 | Kurt Morgan                         |                              | G200-OFFICE SUPPLIES      | \$ 659.88    | -                        | -                            |
| 4500043579      | 11/26/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 2,187.34  | -                        | -                            |
| 4500043580      | 11/26/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 25.97     | -                        | -                            |
| 4500043581      | 11/26/2021 | Home Depot USA Inc                  |                              | F180-BUILDING MATERIALS   | \$ 616.17    | -                        | -                            |
| 4500043584      | 11/29/2021 | Genuine Parts Co                    |                              | F110-SHOP/BLDG MACHINERY  | \$ 157.75    | -                        | -                            |
| 4500043585      | 11/29/2021 | Inland Kenworth (US) Inc            |                              | B250-BUS REPAIR PARTS     | \$ 54.20     | -                        | -                            |
| 4500043586      | 11/29/2021 | San Diego Compressed Air Power LLC  |                              | F110-SHOP/BLDG MACHINERY  | \$ 131.09    | -                        | -                            |
| 4500043587      | 11/29/2021 | CASEI                               |                              | F180-BUILDING MATERIALS   | \$ 1,981.53  | -                        | -                            |
| 4500043588      | 11/29/2021 | Staples Contract & Commercial Inc   |                              | G200-OFFICE SUPPLIES      | \$ 39.84     | -                        | -                            |
| 4500043589      | 11/29/2021 | W.W. Grainger Inc                   |                              | G180-JANITORIAL SUPPLIES  | \$ 410.60    | -                        | -                            |
| 4500043590      | 11/29/2021 | Brady Industries of California, LLC |                              | G190-SAFETY/MED SUPPLIES  | \$ 1,414.84  | -                        | -                            |
| 4500043591      | 11/29/2021 | Kurt Morgan                         |                              | G200-OFFICE SUPPLIES      | \$ 291.87    | -                        | -                            |
| 4500043592      | 11/29/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 15.62     | -                        | -                            |
| 4500043593      | 11/29/2021 | Gillig LLC                          |                              | B120-BUS MECHANICAL PARTS | \$ 773.04    | -                        | -                            |
| 4500043594      | 11/29/2021 | Supreme Oil Company                 |                              | A120-AUTO/TRUCK GASOLINE  | \$ 12,484.15 | -                        | -                            |
| 4500043595      | 11/29/2021 | SC Commercial, LLC                  |                              | A120-AUTO/TRUCK GASOLINE  | \$ 2,817.41  | -                        | -                            |
| 4500043596      | 11/29/2021 | Airgas Inc                          |                              | G140-SHOP SUPPLIES        | \$ 132.54    | -                        | -                            |
| 4500043597      | 11/29/2021 | Westair Gases & Equipment Inc       | Small Business               | G190-SAFETY/MED SUPPLIES  | \$ 299.81    | -                        | -                            |
| 4500043598      | 11/29/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 4,900.48  | -                        | -                            |
| 4500043599      | 11/29/2021 | Transit Holdings Inc                |                              | B130-BUS BODY             | \$ 2,182.26  | -                        | -                            |
| 4500043600      | 11/29/2021 | Transit Holdings Inc                |                              | B200-BUS PWR TRAIN EQUIP  | \$ 345.55    | -                        | -                            |
| 4500043601      | 11/29/2021 | Siemens Mobility, Inc.              |                              | R150-RAIL/LRV COMM EQUIP  | \$ 538.02    | -                        | -                            |
| 4500043602      | 11/29/2021 | Brady Industries of California, LLC |                              | G180-JANITORIAL SUPPLIES  | \$ 157.74    | -                        | -                            |
| 4500043603      | 11/29/2021 | Mouser Electronics Inc              |                              | R150-RAIL/LRV COMM EQUIP  | \$ 130.98    | -                        | -                            |
| 4500043604      | 11/29/2021 | W.W. Grainger Inc                   |                              | G140-SHOP SUPPLIES        | \$ 76.23     | -                        | -                            |
| 4500043605      | 11/29/2021 | Home Depot USA Inc                  |                              | G180-JANITORIAL SUPPLIES  | \$ 773.47    | -                        | -                            |
| 4500043606      | 11/29/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 2,226.94  | -                        | -                            |
| 4500043607      | 11/29/2021 | Muncie Transit Supply               |                              | B160-BUS ELECTRICAL       | \$ 2.48      | -                        | -                            |
| 4500043608      | 11/29/2021 | Transit Holdings Inc                |                              | B140-BUS CHASSIS          | \$ 1,574.50  | -                        | -                            |

| Purchase Orders |            |                                   |                              |                           |             |                          |                              |
|-----------------|------------|-----------------------------------|------------------------------|---------------------------|-------------|--------------------------|------------------------------|
| PO Number       | PO Date    | Name                              | Prime Business Certification | Material Group            | PO Value    | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043609      | 11/29/2021 | Prochem Specialty Products Inc    | Small Business               | G180-JANITORIAL SUPPLIES  | \$ 828.49   | -                        | -                            |
| 4500043610      | 11/29/2021 | Cummins Pacific LLC               |                              | B120-BUS MECHANICAL PARTS | \$ 335.39   | -                        | -                            |
| 4500043611      | 11/29/2021 | Industrial Maintenance Supply LLC | DBE                          | G150-FASTENERS            | \$ 18.65    | -                        | -                            |
| 4500043612      | 11/29/2021 | Shilpark Paint Corp.              |                              | F180-BUILDING MATERIALS   | \$ 638.95   | -                        | -                            |
| 4500043613      | 11/30/2021 | Kaman Industrial Technologies     |                              | B120-BUS MECHANICAL PARTS | \$ 1,925.68 | -                        | -                            |
| 4500043614      | 11/30/2021 | Zep Vehicle Care Inc              |                              | G180-JANITORIAL SUPPLIES  | \$ 222.84   | -                        | -                            |
| 4500043615      | 11/30/2021 | Waxie's Enterprises Inc.          |                              | G140-SHOP SUPPLIES        | \$ 151.67   | -                        | -                            |
| 4500043616      | 11/30/2021 | Jeyco Products Inc                |                              | G150-FASTENERS            | \$ 33.62    | -                        | -                            |
| 4500043617      | 11/30/2021 | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 405.57   | -                        | -                            |
| 4500043618      | 11/30/2021 | Cummins Pacific LLC               |                              | B120-BUS MECHANICAL PARTS | \$ 3,494.51 | -                        | -                            |
| 4500043619      | 11/30/2021 | VCA Animal Hospitals, Inc.        |                              | G120-SECURITY             | \$ 230.40   | -                        | -                            |
| 4500043620      | 11/30/2021 | Muncie Transit Supply             |                              | B130-BUS BODY             | \$ 2.13     | -                        | -                            |
| 4500043621      | 11/30/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 3,127.44 | -                        | -                            |
| 4500043622      | 11/30/2021 | Transit Holdings Inc              |                              | B150-BUS COMM EQUIP.      | \$ 1,593.93 | -                        | -                            |
| 4500043623      | 11/30/2021 | R.S. Hughes Co Inc                |                              | G140-SHOP SUPPLIES        | \$ 626.85   | -                        | -                            |
| 4500043624      | 11/30/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 4,802.16 | -                        | -                            |
| 4500043625      | 11/30/2021 | Transit Holdings Inc              |                              | B130-BUS BODY             | \$ 5,244.29 | -                        | -                            |
| 4500043626      | 11/30/2021 | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 10.67    | -                        | -                            |
| 4500043627      | 11/30/2021 | Siemens Mobility, Inc.            |                              | R170-RAIL/LRV HVAC        | \$ 375.12   | -                        | -                            |
| 4500043628      | 11/30/2021 | Cummins Pacific LLC               |                              | B250-BUS REPAIR PARTS     | \$ 377.75   | -                        | -                            |
| 4500043629      | 11/30/2021 | Gillig LLC                        |                              | B130-BUS BODY             | \$ 175.64   | -                        | -                            |
| 4500043630      | 11/30/2021 | Insight Public Sector, Inc.       |                              | I110-INFORMATION TECH     | \$ 9,593.88 | -                        | -                            |
| 4500043631      | 11/30/2021 | W.W. Grainger Inc                 |                              | G140-SHOP SUPPLIES        | \$ 43.59    | -                        | -                            |
| 4500043632      | 11/30/2021 | Vern Rose Inc                     |                              | G140-SHOP SUPPLIES        | \$ 87.63    | -                        | -                            |
| 4500043633      | 11/30/2021 | Romaine Electric Corporation      | Small Business               | B160-BUS ELECTRICAL       | \$ 1,273.44 | -                        | -                            |
| 4500043634      | 11/30/2021 | Sherwin Williams Company          |                              | F120-BUS/LRV PAINT BOOTHS | \$ 90.42    | -                        | -                            |
| 4500043635      | 12/1/2021  | Muncie Transit Supply             |                              | B120-BUS MECHANICAL PARTS | \$ 196.91   | -                        | -                            |
| 4500043636      | 12/1/2021  | Winchester Industries Inc         |                              | G130-SHOP TOOLS           | \$ 604.48   | -                        | -                            |
| 4500043637      | 12/1/2021  | Simmons Boardman Books Inc        |                              | P540-MAINTENANCE TRAINING | \$ 621.12   | -                        | -                            |
| 4500043638      | 12/1/2021  | JDK Railroad Materials, LLC       |                              | P280-GENERAL SVC AGRMNTS  | \$ 1,993.38 | -                        | -                            |
| 4500043639      | 12/1/2021  | Home Depot USA Inc                |                              | G130-SHOP TOOLS           | \$ 1,450.91 | -                        | -                            |
| 4500043640      | 12/1/2021  | M Power Truck & Diesel Repair     |                              | P210-NON-REV VEH REPAIRS  | \$ 436.61   | -                        | -                            |
| 4500043641      | 12/1/2021  | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 237.05   | -                        | -                            |
| 4500043642      | 12/1/2021  | JP Morgan Chase Bank              |                              | G200-OFFICE SUPPLIES      | \$ 495.11   | -                        | -                            |
| 4500043643      | 12/1/2021  | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 789.46   | -                        | -                            |
| 4500043644      | 12/1/2021  | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 37.24    | -                        | -                            |
| 4500043645      | 12/1/2021  | R.S. Hughes Co Inc                |                              | G140-SHOP SUPPLIES        | \$ 124.17   | -                        | -                            |
| 4500043646      | 12/1/2021  | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 970.55   | -                        | -                            |
| 4500043647      | 12/1/2021  | Citywide Auto Glass Inc           |                              | R120-RAIL/LRV CAR BODY    | \$ 1,077.01 | -                        | -                            |
| 4500043648      | 12/1/2021  | Penn Machine Company LLC          |                              | R220-RAIL/LRV TRUCKS      | \$ 3,895.49 | -                        | -                            |
| 4500043649      | 12/1/2021  | W.W. Grainger Inc                 |                              | G190-SAFETY/MED SUPPLIES  | \$ 71.87    | -                        | -                            |
| 4500043650      | 12/1/2021  | Midwest Bus Corporation           | Small Business               | B130-BUS BODY             | \$ 296.32   | -                        | -                            |
| 4500043651      | 12/1/2021  | Siemens Mobility, Inc.            |                              | R120-RAIL/LRV CAR BODY    | \$ 1,983.79 | -                        | -                            |
| 4500043652      | 12/1/2021  | Transit Holdings Inc              |                              | B120-BUS MECHANICAL PARTS | \$ 873.58   | -                        | -                            |
| 4500043653      | 12/1/2021  | R.S. Hughes Co Inc                |                              | G140-SHOP SUPPLIES        | \$ 11.31    | -                        | -                            |
| 4500043654      | 12/1/2021  | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 3,493.26 | -                        | -                            |
| 4500043655      | 12/1/2021  | Transit Holdings Inc              |                              | B130-BUS BODY             | \$ 1,913.32 | -                        | -                            |
| 4500043656      | 12/1/2021  | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 247.93   | -                        | -                            |
| 4500043657      | 12/1/2021  | B&H Photo & Electronics Corp      |                              | R160-RAIL/LRV ELECTRICAL  | \$ 769.34   | -                        | -                            |
| 4500043658      | 12/1/2021  | Mcmaster-Carr Supply Co           |                              | B250-BUS REPAIR PARTS     | \$ 39.99    | -                        | -                            |
| 4500043659      | 12/1/2021  | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 861.54   | -                        | -                            |

## Purchase Orders

| PO Number  | PO Date   | Name                              | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
|------------|-----------|-----------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| 4500043660 | 12/1/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 372.89    | -                        | -                            |
| 4500043661 | 12/1/2021 | Staples Contract & Commercial Inc |                              | G200-OFFICE SUPPLIES      | \$ 42.44     | -                        | -                            |
| 4500043662 | 12/1/2021 | W.W. Grainger Inc                 |                              | G140-SHOP SUPPLIES        | \$ 64.38     | -                        | -                            |
| 4500043663 | 12/1/2021 | Charter Industrial Supply Inc     | Small Business               | B120-BUS MECHANICAL PARTS | \$ 149.98    | -                        | -                            |
| 4500043664 | 12/1/2021 | Cummins Pacific LLC               |                              | B250-BUS REPAIR PARTS     | \$ 135.96    | -                        | -                            |
| 4500043665 | 12/1/2021 | Kaman Industrial Technologies     |                              | B120-BUS MECHANICAL PARTS | \$ 423.36    | -                        | -                            |
| 4500043666 | 12/1/2021 | Willy's Electronic Supply Co      | Small Business               | M110-SUB STATION          | \$ 80.16     | -                        | -                            |
| 4500043667 | 12/1/2021 | Siemens Mobility, Inc.            |                              | R220-RAIL/LRV TRUCKS      | \$ 29,691.93 | -                        | -                            |
| 4500043668 | 12/1/2021 | W.W. Grainger Inc                 |                              | G120-SECURITY             | \$ 238.35    | -                        | -                            |
| 4500043669 | 12/1/2021 | Saltchuk Resources, Inc.          |                              | G170-LUBRICANTS           | \$ 357.71    | -                        | -                            |
| 4500043670 | 12/1/2021 | Prudential Overall Supply         |                              | G140-SHOP SUPPLIES        | \$ 2,801.50  | -                        | -                            |
| 4500043671 | 12/1/2021 | Fastenal Company                  |                              | G140-SHOP SUPPLIES        | \$ 223.58    | -                        | -                            |
| 4500043672 | 12/1/2021 | Culligan of San Diego             |                              | G140-SHOP SUPPLIES        | \$ 2,040.00  | -                        | -                            |
| 4500043673 | 12/1/2021 | Professional Contractors Supplies |                              | G140-SHOP SUPPLIES        | \$ 575.82    | -                        | -                            |
| 4500043674 | 12/1/2021 | R.S. Hughes Co Inc                |                              | G140-SHOP SUPPLIES        | \$ 301.40    | -                        | -                            |
| 4500043675 | 12/1/2021 | Waxie's Enterprises Inc.          |                              | G180-JANITORIAL SUPPLIES  | \$ 1,756.89  | -                        | -                            |
| 4500043676 | 12/2/2021 | Citywide Auto Glass Inc           |                              | R120-RAIL/LRV CAR BODY    | \$ 3,845.12  | -                        | -                            |
| 4500043677 | 12/2/2021 | Mohawk Mfg & Supply Co            |                              | B160-BUS ELECTRICAL       | \$ 21.22     | -                        | -                            |
| 4500043678 | 12/2/2021 | Industrial Maintenance Supply LLC | DBE                          | G150-FASTENERS            | \$ 26.38     | -                        | -                            |
| 4500043679 | 12/2/2021 | Harbor Diesel & Equipment         |                              | B200-BUS PWR TRAIN EQUIP  | \$ 10,412.26 | -                        | -                            |
| 4500043680 | 12/2/2021 | Winchester Industries Inc         |                              | G130-SHOP TOOLS           | \$ 371.74    | -                        | -                            |
| 4500043681 | 12/2/2021 | Knorr Brake Holding Corporation   |                              | R220-RAIL/LRV TRUCKS      | \$ 1,243.72  | -                        | -                            |
| 4500043682 | 12/2/2021 | Siemens Mobility, Inc.            |                              | R120-RAIL/LRV CAR BODY    | \$ 11,738.30 | -                        | -                            |
| 4500043683 | 12/2/2021 | Chromate Industrial Corporation   |                              | G140-SHOP SUPPLIES        | \$ 410.30    | -                        | -                            |
| 4500043684 | 12/2/2021 | Professional Contractors Supplies |                              | G140-SHOP SUPPLIES        | \$ 60.78     | -                        | -                            |
| 4500043685 | 12/2/2021 | Home Depot USA Inc                |                              | F180-BUILDING MATERIALS   | \$ 204.08    | -                        | -                            |
| 4500043686 | 12/2/2021 | Airgas Inc                        |                              | G140-SHOP SUPPLIES        | \$ 1,394.15  | -                        | -                            |
| 4500043687 | 12/2/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 239.55    | -                        | -                            |
| 4500043688 | 12/2/2021 | Fastenal Company                  |                              | G130-SHOP TOOLS           | \$ 294.11    | -                        | -                            |
| 4500043689 | 12/2/2021 | Transit Holdings Inc              |                              | B160-BUS ELECTRICAL       | \$ 470.06    | -                        | -                            |
| 4500043690 | 12/2/2021 | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 247.93    | -                        | -                            |
| 4500043691 | 12/2/2021 | Vehicle Maintenance Program, Inc. | Woman Owned Business         | B140-BUS CHASSIS          | \$ 873.63    | -                        | -                            |
| 4500043692 | 12/2/2021 | Staples Contract & Commercial Inc |                              | G200-OFFICE SUPPLIES      | \$ 186.97    | -                        | -                            |
| 4500043693 | 12/2/2021 | West-Lite Supply Co Inc           | Small Business               | R180-RAIL/LRV LIGHTING    | \$ 1,203.30  | -                        | -                            |
| 4500043694 | 12/2/2021 | W.W. Grainger Inc                 |                              | G170-LUBRICANTS           | \$ 862.01    | -                        | -                            |
| 4500043695 | 12/2/2021 | SC Commercial, LLC                |                              | A120-AUTO/TRUCK GASOLINE  | \$ 2,404.35  | -                        | -                            |
| 4500043696 | 12/2/2021 | Transit Holdings Inc              |                              | B250-BUS REPAIR PARTS     | \$ 621.70    | -                        | -                            |
| 4500043697 | 12/2/2021 | Transit Holdings Inc              |                              | B160-BUS ELECTRICAL       | \$ 2,162.91  | -                        | -                            |
| 4500043698 | 12/2/2021 | Jeyco Products Inc                |                              | G130-SHOP TOOLS           | \$ 6.01      | -                        | -                            |
| 4500043699 | 12/2/2021 | Gillig LLC                        |                              | B130-BUS BODY             | \$ 2,029.42  | -                        | -                            |
| 4500043700 | 12/2/2021 | Waxie's Enterprises Inc.          |                              | G180-JANITORIAL SUPPLIES  | \$ 67.89     | -                        | -                            |
| 4500043701 | 12/2/2021 | Autolift Services Inc             | Small Business               | F110-SHOP/BLDG MACHINERY  | \$ 215.50    | -                        | -                            |
| 4500043702 | 12/3/2021 | Gillig LLC                        |                              | B130-BUS BODY             | \$ 2,029.42  | -                        | -                            |
| 4500043703 | 12/3/2021 | Prochem Specialty Products Inc    | Small Business               | G180-JANITORIAL SUPPLIES  | \$ 828.49    | -                        | -                            |
| 4500043704 | 12/3/2021 | R.S. Hughes Co Inc                |                              | G140-SHOP SUPPLIES        | \$ 34.16     | -                        | -                            |
| 4500043705 | 12/3/2021 | Kurt Morgan                       |                              | G200-OFFICE SUPPLIES      | \$ 719.10    | -                        | -                            |
| 4500043706 | 12/3/2021 | Kaman Industrial Technologies     |                              | B120-BUS MECHANICAL PARTS | \$ 118.54    | -                        | -                            |
| 4500043707 | 12/3/2021 | Harbor Diesel & Equipment         |                              | B200-BUS PWR TRAIN EQUIP  | \$ 258.17    | -                        | -                            |
| 4500043708 | 12/3/2021 | Romaine Electric Corporation      | Small Business               | B160-BUS ELECTRICAL       | \$ 1,804.28  | -                        | -                            |
| 4500043709 | 12/3/2021 | Schuko LLC                        |                              | P160-EQUIPMENT RENTALS    | \$ 343.15    | -                        | -                            |
| 4500043710 | 12/3/2021 | Pressnet Express Inc              |                              | G230-PRINTED MATERIALS    | \$ 1,131.38  | -                        | -                            |

| Purchase Orders |           |                                     |                              |                           |              |                          |                              |
|-----------------|-----------|-------------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date   | Name                                | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043711      | 12/3/2021 | LinguaLinx Language Solutions, Inc. |                              | P310-ADVERTISING SERVICES | \$ 18,288.00 | -                        | -                            |
| 4500043712      | 12/3/2021 | Allied Electronics Inc              |                              | G170-LUBRICANTS           | \$ 742.66    | -                        | -                            |
| 4500043713      | 12/3/2021 | Maintex Inc                         |                              | G140-SHOP SUPPLIES        | \$ 469.62    | -                        | -                            |
| 4500043714      | 12/3/2021 | Chromate Industrial Corporation     |                              | G130-SHOP TOOLS           | \$ 419.75    | -                        | -                            |
| 4500043715      | 12/3/2021 | JKL Cleaning Systems                | Small Business               | F180-BUILDING MATERIALS   | \$ 1,920.20  | -                        | -                            |
| 4500043716      | 12/3/2021 | Graybar Electric Co Inc             |                              | M180-STATION ELECTRICAL   | \$ 1,685.21  | -                        | -                            |
| 4500043717      | 12/3/2021 | Kenneth Place                       |                              | F190-LANDSCAPING MAT'LS   | \$ 301.66    | -                        | -                            |
| 4500043718      | 12/3/2021 | Reid and Clark Screen Arts Co       |                              | A140-AUTO/TRUCK REPAIR    | \$ 778.64    | -                        | -                            |
| 4500043719      | 12/3/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 6,930.49  | -                        | -                            |
| 4500043720      | 12/3/2021 | Transit Holdings Inc                |                              | B140-BUS CHASSIS          | \$ 5,373.16  | -                        | -                            |
| 4500043721      | 12/3/2021 | Transit Holdings Inc                |                              | B140-BUS CHASSIS          | \$ 24.31     | -                        | -                            |
| 4500043722      | 12/3/2021 | W.W. Grainger Inc                   |                              | F110-SHOP/BLDG MACHINERY  | \$ 940.33    | -                        | -                            |
| 4500043723      | 12/3/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,689.53  | -                        | -                            |
| 4500043724      | 12/3/2021 | Muncie Transit Supply               |                              | B140-BUS CHASSIS          | \$ 7.37      | -                        | -                            |
| 4500043725      | 12/3/2021 | Muncie Transit Supply               |                              | B120-BUS MECHANICAL PARTS | \$ 21.43     | -                        | -                            |
| 4500043726      | 12/3/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 2,507.66  | -                        | -                            |
| 4500043727      | 12/3/2021 | Cummins Pacific LLC                 |                              | B250-BUS REPAIR PARTS     | \$ 377.75    | -                        | -                            |
| 4500043728      | 12/3/2021 | Steven Timme                        |                              | G230-PRINTED MATERIALS    | \$ 1,313.00  | -                        | -                            |
| 4500043729      | 12/3/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 991.70    | -                        | -                            |
| 4500043730      | 12/3/2021 | Industrial Maintenance Supply LLC   | DBE                          | G150-FASTENERS            | \$ 388.08    | -                        | -                            |
| 4500043731      | 12/3/2021 | W.W. Grainger Inc                   |                              | F110-SHOP/BLDG MACHINERY  | \$ 121.15    | -                        | -                            |
| 4500043732      | 12/3/2021 | CaACT                               |                              | P250-PARATRANSIT          | \$ 1,110.00  | -                        | -                            |
| 4500043733      | 12/3/2021 | Saltchuk Resources, Inc.            |                              | G170-LUBRICANTS           | \$ 5,560.32  | -                        | -                            |
| 4500043734      | 12/3/2021 | Kurt Morgan                         |                              | G200-OFFICE SUPPLIES      | \$ 329.94    | -                        | -                            |
| 4500043735      | 12/3/2021 | Muncie Transit Supply               |                              | B160-BUS ELECTRICAL       | \$ 26.77     | -                        | -                            |
| 4500043736      | 12/3/2021 | M Power Truck & Diesel Repair       |                              | P210-NON-REV VEH REPAIRS  | \$ 1,829.18  | -                        | -                            |
| 4500043737      | 12/3/2021 | Laird Plastics, Inc                 |                              | M180-STATION ELECTRICAL   | \$ 448.45    | -                        | -                            |
| 4500043738      | 12/3/2021 | Ace Uniforms & Accessories          | Small Business               | G240-UNIFORM PROCUREMENT  | \$ 430.89    | -                        | -                            |
| 4500043739      | 12/3/2021 | Flexible Assembly Systems, Inc.     |                              | G130-SHOP TOOLS           | \$ 789.44    | -                        | -                            |
| 4500043740      | 12/3/2021 | Kaman Industrial Technologies       |                              | G170-LUBRICANTS           | \$ 599.61    | -                        | -                            |
| 4500043741      | 12/3/2021 | Prudential Overall Supply           |                              | G140-SHOP SUPPLIES        | \$ 3,866.07  | -                        | -                            |
| 4500043742      | 12/3/2021 | Keyser Industries, Inc.             |                              | I110-INFORMATION TECH     | \$ 377.13    | -                        | -                            |
| 4500043743      | 12/6/2021 | Chromate Industrial Corporation     |                              | R200-RAIL/LRV SEATING     | \$ 806.40    | -                        | -                            |
| 4500043744      | 12/6/2021 | Mcmaster-Carr Supply Co             |                              | G140-SHOP SUPPLIES        | \$ 107.19    | -                        | -                            |
| 4500043745      | 12/6/2021 | M Power Truck & Diesel Repair       |                              | A140-AUTO/TRUCK REPAIR    | \$ 2,100.07  | -                        | -                            |
| 4500043746      | 12/6/2021 | Gillig LLC                          |                              | B250-BUS REPAIR PARTS     | \$ 1,147.29  | -                        | -                            |
| 4500043747      | 12/6/2021 | Siemens Mobility, Inc.              |                              | R230-RAIL/LRV MECHANICAL  | \$ 99.62     | -                        | -                            |
| 4500043748      | 12/6/2021 | Maintex Inc                         |                              | G170-LUBRICANTS           | \$ 836.70    | -                        | -                            |
| 4500043749      | 12/6/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 82.94     | -                        | -                            |
| 4500043750      | 12/6/2021 | Kaman Industrial Technologies       |                              | B120-BUS MECHANICAL PARTS | \$ 2,251.49  | -                        | -                            |
| 4500043751      | 12/6/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 7,631.78  | -                        | -                            |
| 4500043752      | 12/6/2021 | Luminator Technology Group, Inc.    |                              | R180-RAIL/LRV LIGHTING    | \$ 3,439.95  | -                        | -                            |
| 4500043753      | 12/6/2021 | R.S. Hughes Co Inc                  |                              | G140-SHOP SUPPLIES        | \$ 511.38    | -                        | -                            |
| 4500043754      | 12/6/2021 | Transit Holdings Inc                |                              | B250-BUS REPAIR PARTS     | \$ 20.56     | -                        | -                            |
| 4500043755      | 12/6/2021 | Cummins Pacific LLC                 |                              | B200-BUS PWR TRAIN EQUIP  | \$ 446.09    | -                        | -                            |
| 4500043756      | 12/6/2021 | Muncie Transit Supply               |                              | B140-BUS CHASSIS          | \$ 5.11      | -                        | -                            |
| 4500043757      | 12/6/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 46.01     | -                        | -                            |
| 4500043758      | 12/6/2021 | Transit Holdings Inc                |                              | B120-BUS MECHANICAL PARTS | \$ 3,491.43  | -                        | -                            |
| 4500043759      | 12/6/2021 | Gillig LLC                          |                              | B160-BUS ELECTRICAL       | \$ 1,023.08  | -                        | -                            |
| 4500043760      | 12/6/2021 | Newark Corporation                  |                              | M130-CROSSING MECHANISM   | \$ 347.79    | -                        | -                            |
| 4500043761      | 12/6/2021 | W.W. Grainger Inc                   |                              | G170-LUBRICANTS           | \$ 564.58    | -                        | -                            |

Purchase Orders

| PO Number  | PO Date   | Name                              | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
|------------|-----------|-----------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| 4500043762 | 12/6/2021 | Ricon Corporation                 |                              | R120-RAIL/LRV CAR BODY    | \$ 30.04     | -                        | -                            |
| 4500043763 | 12/6/2021 | Transit Holdings Inc              |                              | B250-BUS REPAIR PARTS     | \$ 537.72    | -                        | -                            |
| 4500043764 | 12/6/2021 | Charter Industrial Supply Inc     | Small Business               | G150-FASTENERS            | \$ 80.82     | -                        | -                            |
| 4500043765 | 12/6/2021 | Muncie Transit Supply             |                              | B200-BUS PWR TRAIN EQUIP  | \$ 24.73     | -                        | -                            |
| 4500043766 | 12/6/2021 | Waxie's Enterprises Inc.          |                              | G140-SHOP SUPPLIES        | \$ 202.23    | -                        | -                            |
| 4500043767 | 12/6/2021 | Mohawk Mfg & Supply Co            |                              | B200-BUS PWR TRAIN EQUIP  | \$ 30.06     | -                        | -                            |
| 4500043768 | 12/6/2021 | Professional Contractors Supplies |                              | G140-SHOP SUPPLIES        | \$ 247.87    | -                        | -                            |
| 4500043769 | 12/6/2021 | Kaman Industrial Technologies     |                              | B200-BUS PWR TRAIN EQUIP  | \$ 177.68    | -                        | -                            |
| 4500043770 | 12/6/2021 | Supreme Oil Company               |                              | A120-AUTO/TRUCK GASOLINE  | \$ 11,528.55 | -                        | -                            |
| 4500043771 | 12/6/2021 | SC Commercial, LLC                |                              | A120-AUTO/TRUCK GASOLINE  | \$ 2,885.22  | -                        | -                            |
| 4500043772 | 12/6/2021 | West-Lite Supply Co Inc           | Small Business               | R160-RAIL/LRV ELECTRICAL  | \$ 539.45    | -                        | -                            |
| 4500043773 | 12/6/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 814.85    | -                        | -                            |
| 4500043774 | 12/6/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 165.94    | -                        | -                            |
| 4500043775 | 12/6/2021 | Transit Holdings Inc              |                              | B120-BUS MECHANICAL PARTS | \$ 36.81     | -                        | -                            |
| 4500043776 | 12/6/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 4,782.36  | -                        | -                            |
| 4500043777 | 12/6/2021 | Transit Holdings Inc              |                              | B200-BUS PWR TRAIN EQUIP  | \$ 345.55    | -                        | -                            |
| 4500043778 | 12/6/2021 | Zen Industrial Services LLC       | DBE                          | B160-BUS ELECTRICAL       | \$ 41.70     | -                        | -                            |
| 4500043779 | 12/6/2021 | Transit Holdings Inc              |                              | B130-BUS BODY             | \$ 829.58    | -                        | -                            |
| 4500043780 | 12/6/2021 | W.W. Grainger Inc                 |                              | G140-SHOP SUPPLIES        | \$ 160.62    | -                        | -                            |
| 4500043781 | 12/6/2021 | Kurt Morgan                       |                              | G140-SHOP SUPPLIES        | \$ 824.85    | -                        | -                            |
| 4500043782 | 12/6/2021 | Graybar Electric Co Inc           |                              | G130-SHOP TOOLS           | \$ 448.13    | -                        | -                            |
| 4500043783 | 12/6/2021 | Vern Rose Inc                     |                              | G160-PAINTS & CHEMICALS   | \$ 33.57     | -                        | -                            |
| 4500043784 | 12/6/2021 | Gillig LLC                        |                              | B120-BUS MECHANICAL PARTS | \$ 497.82    | -                        | -                            |
| 4500043785 | 12/6/2021 | Trentman Corporation              | Small Business               | P280-GENERAL SVC AGRMNTS  | \$ 1,328.59  | -                        | -                            |
| 4500043786 | 12/7/2021 | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 2,575.13  | -                        | -                            |
| 4500043787 | 12/7/2021 | Industrial Maintenance Supply LLC | DBE                          | G150-FASTENERS            | \$ 167.50    | -                        | -                            |
| 4500043788 | 12/7/2021 | San Diego Friction Products, Inc. |                              | B120-BUS MECHANICAL PARTS | \$ 514.63    | -                        | -                            |
| 4500043789 | 12/7/2021 | Airgas Inc                        |                              | G140-SHOP SUPPLIES        | \$ 72.57     | -                        | -                            |
| 4500043790 | 12/7/2021 | Kurt Morgan                       |                              | G200-OFFICE SUPPLIES      | \$ 148.05    | -                        | -                            |
| 4500043791 | 12/7/2021 | Siemens Mobility, Inc.            |                              | R160-RAIL/LRV ELECTRICAL  | \$ 2,017.14  | -                        | -                            |
| 4500043792 | 12/7/2021 | Waytek Inc                        |                              | G140-SHOP SUPPLIES        | \$ 73.12     | -                        | -                            |
| 4500043793 | 12/7/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 608.79    | -                        | -                            |
| 4500043794 | 12/7/2021 | Transit Holdings Inc              |                              | B160-BUS ELECTRICAL       | \$ 456.43    | -                        | -                            |
| 4500043795 | 12/7/2021 | Harbor Diesel & Equipment         |                              | B200-BUS PWR TRAIN EQUIP  | \$ 129.09    | -                        | -                            |
| 4500043796 | 12/7/2021 | R.S. Hughes Co Inc                |                              | G140-SHOP SUPPLIES        | \$ 340.09    | -                        | -                            |
| 4500043797 | 12/7/2021 | Cummins Pacific LLC               |                              | B200-BUS PWR TRAIN EQUIP  | \$ 1,179.87  | -                        | -                            |
| 4500043798 | 12/7/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 9,516.93  | -                        | -                            |
| 4500043799 | 12/7/2021 | CASEI                             |                              | F110-SHOP/BLDG MACHINERY  | \$ 370.94    | -                        | -                            |
| 4500043800 | 12/7/2021 | CASEI                             |                              | F110-SHOP/BLDG MACHINERY  | \$ 524.95    | -                        | -                            |
| 4500043801 | 12/7/2021 | Inland Kenworth (US) Inc          |                              | B250-BUS REPAIR PARTS     | \$ 194.32    | -                        | -                            |
| 4500043802 | 12/7/2021 | M Power Truck & Diesel Repair     |                              | P210-NON-REV VEH REPAIRS  | \$ 1,854.79  | -                        | -                            |
| 4500043803 | 12/7/2021 | Charter Industrial Supply Inc     | Small Business               | F110-SHOP/BLDG MACHINERY  | \$ 189.33    | -                        | -                            |
| 4500043805 | 12/7/2021 | AFL Telecommunications, Inc.      |                              | M120-OVRHEAD CATENARY SYS | \$ 1,616.25  | -                        | -                            |
| 4500043806 | 12/7/2021 | Flexible Assembly Systems, Inc.   |                              | G130-SHOP TOOLS           | \$ 3,181.41  | -                        | -                            |
| 4500043807 | 12/7/2021 | Gillig LLC                        |                              | B250-BUS REPAIR PARTS     | \$ 237.05    | -                        | -                            |
| 4500043808 | 12/7/2021 | Westair Gases & Equipment Inc     | Small Business               | G190-SAFETY/MED SUPPLIES  | \$ 228.43    | -                        | -                            |
| 4500043809 | 12/7/2021 | Staples Contract & Commercial Inc |                              | G200-OFFICE SUPPLIES      | \$ 174.31    | -                        | -                            |
| 4500043810 | 12/7/2021 | SC Commercial, LLC                |                              | G170-LUBRICANTS           | \$ 1,146.14  | -                        | -                            |
| 4500043811 | 12/7/2021 | Jeyco Products Inc                |                              | G130-SHOP TOOLS           | \$ 21.30     | -                        | -                            |
| 4500043812 | 12/8/2021 | M Power Truck & Diesel Repair     |                              | P210-NON-REV VEH REPAIRS  | \$ 1,829.18  | -                        | -                            |
| 4500043813 | 12/8/2021 | Transit Holdings Inc              |                              | B140-BUS CHASSIS          | \$ 1,167.35  | -                        | -                            |



| Purchase Orders |           |                                |                              |                           |              |                          |                              |
|-----------------|-----------|--------------------------------|------------------------------|---------------------------|--------------|--------------------------|------------------------------|
| PO Number       | PO Date   | Name                           | Prime Business Certification | Material Group            | PO Value     | DBE Subcontracted Amount | Non DBE Subcontracted Amount |
| 4500043814      | 12/8/2021 | East Penn Manufacturing Co Inc |                              | R160-RAIL/LRV ELECTRICAL  | \$ 1,258.83  | -                        | -                            |
| 4500043815      | 12/8/2021 | Gillig LLC                     |                              | B160-BUS ELECTRICAL       | \$ 178.14    | -                        | -                            |
| 4500043816      | 12/8/2021 | Cummins Pacific LLC            |                              | B200-BUS PWR TRAIN EQUIP  | \$ 193.95    | -                        | -                            |
| 4500043817      | 12/8/2021 | Transit Holdings Inc           |                              | B200-BUS PWR TRAIN EQUIP  | \$ 20,458.77 | -                        | -                            |
| 4500043818      | 12/8/2021 | Transit Holdings Inc           |                              | B120-BUS MECHANICAL PARTS | \$ 102.10    | -                        | -                            |
| 4500043819      | 12/8/2021 | Tony Jamison                   | DBE                          | G170-LUBRICANTS           | \$ 69.82     | -                        | -                            |
| 4500043820      | 12/8/2021 | Gillig LLC                     |                              | B250-BUS REPAIR PARTS     | \$ 273.02    | -                        | -                            |
| 4500043821      | 12/8/2021 | Sportworks Northwest Inc       |                              | B130-BUS BODY             | \$ 247.84    | -                        | -                            |
| 4500043822      | 12/8/2021 | Mcmaster-Carr Supply Co        |                              | G140-SHOP SUPPLIES        | \$ 88.74     | -                        | -                            |
| 4500043823      | 12/8/2021 | Jeyco Products Inc             |                              | G200-OFFICE SUPPLIES      | \$ 101.58    | -                        | -                            |
| 4500043824      | 12/8/2021 | Sherwin Williams Company       |                              | B130-BUS BODY             | \$ 231.49    | -                        | -                            |
| 4500043825      | 12/8/2021 | W.W. Grainger Inc              |                              | F110-SHOP/BLDG MACHINERY  | \$ 131.77    | -                        | -                            |
| 4500043826      | 12/8/2021 | Mcmaster-Carr Supply Co        |                              | F110-SHOP/BLDG MACHINERY  | \$ 123.99    | -                        | -                            |
| 4500043827      | 12/8/2021 | Battery Systems Inc            |                              | F110-SHOP/BLDG MACHINERY  | \$ 364.69    | -                        | -                            |
| 4500043828      | 12/8/2021 | Transit Holdings Inc           |                              | G130-SHOP TOOLS           | \$ 566.88    | -                        | -                            |
| 4500043829      | 12/8/2021 | Home Depot USA Inc             |                              | F110-SHOP/BLDG MACHINERY  | \$ 417.00    | -                        | -                            |
| 4500043830      | 12/8/2021 | Veritech, Inc.                 | Small Business               | B250-BUS REPAIR PARTS     | \$ 511.82    | -                        | -                            |
| 4500043831      | 12/8/2021 | Resa Power LLC                 |                              | M110-SUB STATION          | \$ 60,000.00 | -                        | -                            |
| 4500043832      | 12/8/2021 | Willy's Electronic Supply Co   | Small Business               | M110-SUB STATION          | \$ 520.22    | -                        | -                            |
| 4500043833      | 12/8/2021 | R.S. Hughes Co Inc             |                              | G140-SHOP SUPPLIES        | \$ 170.46    | -                        | -                            |
| 4500043834      | 12/8/2021 | Cummins Pacific LLC            |                              | B200-BUS PWR TRAIN EQUIP  | \$ 59.25     | -                        | -                            |