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Agenda

JOINT MEETING OF THE BOARD OF DIRECTORS

for the

Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 24, 2010

9:00 a.m.

James R. Mills Building
Board Meeting Room, 10th Floor
1255 Imperial Avenue, San Diego

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ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - June 10, 2010
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.

Approve

Please turn off cell phones and pagers
during the meeting

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. 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.



CONSENT ITEMS

- | | | |
|-----|---|---------|
| 6. | <u>MTS: Proposed Revisions to MTS Policy No. 44 - Travel Expense Policy</u>
Action would approve the proposed revisions to MTS Policy No. 44 - Travel Expense Policy. | Approve |
| 7. | <u>MTS: Crane Truck Equipment Vehicle - Contract Award</u>
Action would authorize the CEO to execute MTS Doc. No. L0969.0-10 with Altec Industries to purchase one crane truck vehicle. | Approve |
| 8. | <u>MTS: Exercise Tire Run-Out with Michelin North America, Inc. for Leased Bus Tires - Contract Amendment</u>
Action would authorize the CEO to execute MTS Doc. No. B05-001.2 with Michelin North America, Inc. to exercise the run-out option to cover payments for the remaining useful life of Michelin tires currently installed on buses at the Imperial Avenue and Kearny Mesa Divisions. The total duration of this run-out period would not exceed 36 months. | Approve |
| 9. | <u>MTS: Assignment of Contract for San Diego Association of Governments' On-Call General Transportation Planning Services (Kimley-Horn and Associates, Inc.)</u>
Action would authorize the CEO to execute MTS Doc. No. G1327.0-10 with Kimley-Horn and Associates (KHA) as part of the San Diego Association of Governments' (SANDAG's) On-Call General Transportation Planning Service Agreement, which was established as a jobs-order contract with MTS. The execution of this agreement would allow MTS to use KHA on an as-needed basis for all planning and engineering-related activities. | Approve |
| 10. | <u>MTS: Assignment of Contract for San Diego Association of Governments' On-Call General Transportation Planning Services (PB America's Inc.)</u>
Action would authorize the CEO to execute MTS Doc. No. G1328.0-10 with Parsons Brinckerhoff Americas Inc. (PB) as part of the San Diego Association of Governments' (SANDAG's) On-Call General Transportation Planning Service Agreement, which was established as a jobs-order contract with MTS. The execution of this agreement would allow MTS to use PB on an as-needed basis for all planning and engineering-related activities. | Approve |

CLOSED SESSION

- | | | |
|-----|---|-----------------|
| 24. | a. MTS: CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(a) <u>Metropolitan Transit System v. San Diego State University</u> (Case No. 37-2007-00083692-CU-WM-CTL) | Possible Action |
| | b. SDTI: CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code Section 54957.6
Agency-Designated Representative - Jeff Stumbo
Employee Organization - International Brotherhood of Electrical Workers Local 465 | Possible Action |

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. SDTI: Security Services - Contract Award (Bill Burke) Approve
Action would authorize the CEO to execute MTS Doc. No. G1299.0-10 with Heritage Security Services/Transit Systems Security for security patrol services for a 4-year base period with two 1-year options (6 years).
31. MTS: Compressed Natural Gas (CNG) Station Capital Improvement Upgrades and Operating and Maintenance Agreement (Claire Spielberg) Approve
Action would authorize the CEO to award to Trillium USA, LLC (doing business as California Trillium Company): (1) MTS Doc. No. PWB127.0-10 for capital improvement upgrades to the MTS-owned CNG fueling facilities; and (2) MTS Doc. B0522.0-09 for a ten-year follow-on operations and maintenance service agreement.
32. MTS: Trolley Ticket Vending Machine (TVM) Procurement - Memorandum of Understanding Approve
Action would authorize the CEO to: (1) execute a Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG) for procurement of additional Ticket Vending Machines (TVMS); and (2) transfer funds for the project to SANDAG.

REPORT ITEMS

45. MTS: 2010 Rock 'N' Roll Marathon Recap (Jim Byrne and Tom Doogan) Receive
Action would receive a report for information.
60. Chairman's Report Information
61. Audit Oversight Committee Chairman's Report Information
62. Chief Executive Officer's Report Information
63. Board Member Communications
64. Additional Public Comments Not on the Agenda
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.
65. Next Meeting Date: July 15, 2010
66. Adjournment

JOINT MEETING OF THE BOARD OF DIRECTORS FOR THE
METROPOLITAN TRANSIT SYSTEM (MTS),
SAN DIEGO TRANSIT CORPORATION (SDTC), AND
SAN DIEGO TROLLEY, INC. (SDTI)

June 10, 2010

MTS
1255 Imperial Avenue, Suite 1000, San Diego

DRAFT MINUTES

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:01 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Mr. Cunningham moved to approve the minutes of the May 27, 2010, MTS Board of Directors meeting. Mr. Van Deventer seconded the motion, and the vote was 9 to 0 in favor.

3. Public Comments

There were no public comments.

CONSENT ITEMS:

6. MTS: Take One Printing Services - Contract Award

Action would authorize the CEO to execute MTS Doc. No. G1298.0-10 with AAA Printing for Take One printing services for a base period of five years with two 1-year options.

7. MTS: Bucket Truck Equipment Vehicles - Contract Award

Action would authorize the CEO to execute MTS Doc. No. L0963.0-10 with Altec Industries to purchase up to two bucket truck equipment vehicles.

8. MTS: Railroad Timber Crossties - Contract Award

Action would authorize the CEO to execute a three-year contract (MTS Doc. No. L0950.0-10) with Pacific Wood Preserving Companies to procure railroad timber crossties for San Diego Trolley, Inc. (SDTI).

9. MTS: Increased Authorization for Legal Services - Oppen & Varco, LLP

Action would authorize the CEO to execute MTS Doc. No. G1165.3-08 with Oppen & Varco, LLP for legal services and ratify prior amendments entered into under the CEO's authority.

10. This number not used.

11. MTS: Fiscal Year 2011 Transportation Development Act (TDA) Claim
Action would adopt Resolution Nos. 10-13, 10-14, and 10-15 approving fiscal year (FY) 2011 Transportation Development Action (TDA) Article 4.0, 4.5, and 8.0 claims.

Action on Recommended Consent Items

Mr. Roberts moved to approve Consent Agenda Item Nos. 6, 7, 8, 9 and 11. Mr. Van Deventer seconded the motion, and the vote was 10 to 0 in favor.

CLOSED SESSION:

24. Closed Session Items

The Board convened to Closed Session at 9:03 a.m.

- a. MTS: CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9 (a) Metropolitan Transit System v. San Diego State University (Case No. 37-2007-00083692-CU-WM-CTL)

The Board reconvened to open session at 9:48 a.m.

Oral Report of Final Actions Taken in Closed Session

Ms. Lorenzen reported the following:

- a. The Board received a report and gave direction to General Counsel.

NOTICED PUBLIC HEARINGS:

25. MTS: FY 2011 Budget - Public Hearing and Adoption

Mr. Paul Jablonski, CEO, stated that the proposed budget for the fiscal year 2011 is a balanced budget despite declines in sales tax revenue and ridership tied to the economy and unemployment rate. However, we are using \$8.2 million in one-time monies in order to fill a hole in the budget. We are hoping to receive reimbursement later in June or early July from the federal government, but this is not a guarantee. The good news is that we are not proposing any cuts in service, and we are hoping to add additional service on Sundays to service that was previously cut. Service adjustments will be brought to the Board later this summer for adoption in September.

Larry Marinesi, MTS Budget Manager, provided historical information on the development of the FY 2011 budget. He reported that the Board approved a FY 2010 midyear budget using \$13.6 million in one-time funding. He reviewed operating and non-operating revenues, projecting sales tax revenues up by 1.87%, and ridership growth increasing by 1.9%. He also reviewed the use of \$8.2 million in one-time funding to cover a \$10.1 million budget shortfall. He reported that operating expenses are decreasing by 5% compared to FY 2010 and discussed the FY 2011 energy forecasts. He reported that total revenues are projected to decrease by 5% but total expenses are also projected to decrease 5%. He then presented five-year financial projections. Mr. Marinesi then discussed the FY 2010 open item of the closeout of San Diego Association of Governments' (SANDAG) TransNet 1 projected to be \$7.9 million. He is requesting the Board approve the use of \$7.9 million in TransNet 1 carryover funds in the FY

2010 operating budget, which would replace one-time funds used to balance the amended budget and shift \$7.9 million of Transportation Development Act (TDA) funding back into the Capital Improvement Program.

Public Hearing

Chairman Mathis opened the hearing at 9:59 a.m.

Joshua Callington – Mr. Callington recently moved to the San Diego area from Minnesota. He wanted to make the Board aware of the shortcomings he has experienced while riding public transportation here in San Diego. He mentioned the lack of service hours on the weekends and asked the Board to consider additional services in their budgetary decisions.

Chairman Mathis closed the hearing at 10:02 a.m.

Mr. Gloria expressed his concern for the transfer of SANDAG TransNet 1 funds to operations and then moving an equivalent amount into capital improvements. He mentioned his appreciation to staff's commitment to add back bus services but he had hoped that the funds could be used to restore Sunday service. He feels that because TransNet 1 funds were voter-approved funds to allow for transit operations, we should try and demonstrate a higher level of service from a lower level that we are working with currently.

Mr. Jablonski stated that the planning staff is committed to adding back services that were cut, not to planning routes based on balancing a budget. He explained that staff is currently identifying gaps in service and trying to fill them, and there will not be any service reductions. He mentioned that deficiencies for various routes are in the process of being reviewed, and there is a strong commitment to adding back some service which will be shared with the Board sometime in July. Mr. Jablonski also explained that we are anticipating the receipt of state funds for the fiscal year; however, a shortfall of \$8.2 million is still projected for FY 2011. If state funds are received, the Budget Committee will begin discussions of how to use that money. He explained that the current feeling is to preserve and moderately add service until a more robust economic recovery is seen.

Mr. Jones wanted clarification on whether or not service additions are brought before the Board, and require a public hearing similar to the service-reduction process. Mr. Jablonski clarified for Mr. Jones that service additions are brought to the Board for discussion; a public hearing is only required when a route is changed by 25% or more.

Mr. Roberts mentioned that budgets are a balancing act between strategic and long-range needs, and too many times government agencies get into trouble by focusing on immediate needs. He feels that the Board has had to undergo some agonizing decisions. The current state of the economy, as well as policy decisions made elsewhere, have dealt the Board a tough hand. He wanted to compliment Mr. Jablonski and staff on an amazing job getting through these tough budgetary times with minimal disruption.

Mr. Rindone addressed the comments made by the Board about Sunday service cuts. He explained, as Chairman of the Budget Committee, recommendations for service reductions were made as alternatives to raising fares again and cutting weekday service, which would have had a greater impact. He realizes that people do work on Sundays and rely on public transportation, and that all Board members would like to see services expanded. He further

explained that the Board is tasked with running a service prudent to the community, and once resources are available, robust discussions to expand service will occur.

Ms. Emerald expressed concern for continued drops in revenue and potentially having to make more service cuts in the future. Mr. Mathis concurred with Ms. Emerald's concern and noted that the budget presented to the Board is based on projections, and actual numbers may bring future budgetary reviews to the Board.

Actions Taken

Mr. Rindone moved to (1) enact Resolution No. 10-12 adopting the operating and capital budget for MTS and the operating budgets for San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contract Services, Chula Vista Transit, and the Coronado Ferry; and (2) approve the use of \$7.9 million in TransNet 1 carryover funds in the FY 2010 operating budget, which would replace one-time funds used to balance the amended budget and shift \$7.9 million of Transportation Development Act (TDA) funding back into the Capital Improvement Program.

Mr. McClellan seconded the motion, and the vote was 14 to 0 in favor for item (1). Mr. Gloria and Ms. Lightner voted no on item (2), and the second motion passed with a 12 to 2 vote in favor.

DISCUSSION ITEMS:

30. MTS: Compressed Natural Gas (CNG) Station Capital Improvement Upgrades and Operating and Maintenance Agreement (Claire Spielberg)

This discussion item has been postponed and will go through a protest resolution process. A resolution hearing is scheduled for the June 24, 2010, Board meeting.

Action Taken

No action was taken on this item.

REPORT ITEMS:

45. None

60. Chairman's Report

Chairman Mathis reported that he recently attended the APTA Rail Conference in Vancouver, BC. He stated that it was a very gratifying experience to see all of the new rail projects going on throughout the country. He discussed the new Vancouver rail line, which connects to the airport and felt that it was a look at the future of public transit; driverless, no overhead wires, smooth, comfortable and fast.

61. Audit Oversight Committee Chairman's Report

Mr. Ewin, Chairman of the Oversight Committee, announced that the Audit Oversight Committee will meet on June 17, at 9:00 a.m. before the Executive Committee.

62. Chief Executive Officer's Report

Mr. Jablonski reported that he also recently attended the APTA Rail conference in Vancouver and stated that it is a very interesting city and has an interesting public transit system. He explained that there is no interstate that travels into the downtown area so public transit is heavily relied upon, and the downtown line carries over 100,000 travelers a day. He stated the APTA Conference was important for a couple reasons; there was much discussion about the impending federal oversight over safety of rail operations, he met with Administrator Rogoff. Mr. Jablonski also mentioned that he had a discussion with the regional administrator for the FTA about Mid-Coast, and he is urging that the project get up and going as quickly as possible. Mr. Jablonski has, in turn, talked to SANDAG about scheduling a briefing for the region and will be planning a trip to Washington, DC.

Mr. Jablonski mentioned that the Rock 'n' Roll Marathon took place over the weekend and that ridership was anticipated to be 4,000 people to the start-line and roughly 4,000 people from the finish. The actual numbers ended up being 8,000 riders to the start-line and around 18,000 to 20,000 back to Qualcomm stadium. A report will be brought to the Board in the near future.

Mr. Jablonski also mentioned that he will be holding a press conference on Friday, June 11, 2010 at 11:00am to announce the receipt of a transit security grant through the TSA of nearly \$4 million. He stated that the monetary award was one of the highest in the country.

63. Board Member Communications

There were no Board member communications.

64. Additional Public Comments on Items Not on the Agenda

Lorraine Leighton – Ms. Leighton conveyed her congratulations for the amount of riders for the Rock 'n' Roll Marathon and mentioned that an East County driver saw another driver smoking a cigarette on the bus. She also mentioned that the Compass Card machine at the El Cajon Trolley Station on June 2 or June 3 was not giving out rolling monthly passes nor did it print out a receipt.

65. Next Meeting Date

The next regularly scheduled Board meeting is Thursday, June 24, 2010.

66. Adjournment

Chairman Mathis adjourned the meeting at 10:27 a.m.

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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

Office of the General Counsel
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

H:\Minutes - Executive Committee, Board, and Committees\Minutes - 2010\MINUTES - Board 06-10-10 DRAFT.docx

METROPOLITAN TRANSIT DEVELOPMENT BOARD
ROLL CALL

MEETING OF (DATE): June 10, 2010

CALL TO ORDER (TIME): 9:01 a.m.

RECESS: _____

RECONVENE: _____

CLOSED SESSION: 9:03 a.m.

RECONVENE: 9:48 a.m.

PUBLIC HEARING: 9:59 a.m.

RECONVENE: 10:02 a.m.

ORDINANCES ADOPTED: _____

ADJOURN: 10:27 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
CUNNINGHAM	☒ (Boyack) ☐		
EWIN	☒ (Allan) ☐	9:04 a.m.	
EMERALD	☒ (Faulconer) ☐	9:22 a.m.	
GLORIA	☒ (Faulconer) ☐	9:11 a.m.	
JANNEY	☒ (Bragg) ☐		
LIGHTNER	☒ (Faulconer) ☐		
MATHIS	☒ (Vacant) ☐		
MCCLELLAN	☒ (Hanson-Cox) ☐	9:02 a.m.	10:24 a.m.
OVROM	☒ (Denny) ☐		
RINDONE	☒ (Castaneda) ☐	9:05 a.m.	
ROBERTS	☒ (Cox) ☐		10:25 a.m.
RYAN	☐ (B. Jones) ☒		
SELBY	☒ (England) ☐		
VAN DEVENTER	☒ (Zarate) ☐		
YOUNG	☐ (Faulconer) ☐		x

SIGNED BY THE OFFICE OF THE CLERK OF THE BOARD

Valerie Vizkeleti

CONFIRMED BY OFFICE OF THE GENERAL COUNSEL

[Signature]



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Agenda

Item No. 6

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

ADM 110.2

June 24, 2010

SUBJECT:

MTS: PROPOSED REVISIONS TO MTS POLICY NO. 44 - TRAVEL EXPENSE
POLICY

RECOMMENDATION:

That the Board of Directors approve the proposed revisions to MTS Policy No. 44 –
Travel Expense Policy (Attachment A).

Budget Impact

None.

DISCUSSION:

MTS's current travel expense policy only permits the Chief Financial Officer to sign
expense reports for MTS Board members. During a recent internal audit, MTS's outside
auditors recommended revising the policy by adding the Chief Executive Officer and
General Counsel as additional signatories.

Therefore, staff is requesting Board approval of the proposed revisions to MTS's Policy
No. 44 – Travel Expense Policy (Attachment A).


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Tom Lynch, 619.557.4538, tom.lynch@sdmts.com

JUNE24-10.6.POLICY 44 TRAVEL EXPENSE.TLYNCH.doc

Attachment: A. Proposed Revisions to MTS Policy No. 44

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Policies and Procedures

No. 44

SUBJECT:

Board Approval: 7/19/07

MTS TRAVEL EXPENSE POLICY

PURPOSE:

To establish guidelines for MTS employees and Board members who have been approved to travel on behalf of MTS.

POLICY:

- 44.1 Agencies. This policy applies to all MTS agencies including MTS, San Diego Transit, San Diego Trolley, Inc., and San Diego Vintage Trolley, Inc.
- 44.2 Travel Request. Persons requesting that MTS pay for travel must request advance approval. This is done via a "Travel Request Form" (attached). The form must be completed and approved at least two weeks prior to the trip. The department manager or director can approve requests up to \$500. Travel requests from \$500 to \$1,500 can be approved by the Chief Operating Officer(s), Chief Financial Officer, or General Counsel. All amounts over \$1,500 must be approved by the Chief Executive Officer. The top-level approver will route the form back to the Finance Department for payment of advances and/or matching with expense reports upon return. All Board member and employee travel shall be consistent with Policy No. 29, "Attendance at Transit-Related Conferences." The approved form will be returned to the traveler prior to departure. Travel reservations will be made by the individual traveler, the Clerk of the Board for Board of Director travel, or such person as designated by the Chief Operating Officers or Chief Executive Officer.
- 44.3 Expense Report. The Expense Report portion of the form will be used to record actual trip expenses. The Expense Report must be completed within one week from the return date. The department manager or director must indicate approval of the submitted expenses (Chief Executive Officer approval for director travel, Chief Executive Officer, General Counsel, or Chief Financial Officer approval for Board of Director travel, and General Counsel approval of Chief Executive Officer travel). The form should then be forwarded to the Finance Department for processing, with a personal check attached for any funds due to

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MTS. Failure to submit expense reports within this time frame may result in not being reimbursed or collection actions taken if money is owed to MTS. Extensions may be granted by the Chief Executive Officer.

All expenses should be itemized, including items MTS may have paid for in advance (e.g., airfare, conference registration) so that the report provides a complete record of all expenses. It is the traveler's responsibility to submit a completed report in order to receive prompt reimbursement.

- 44.4 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 subjected to approval by the Chief Executive Officer. Hotel charges must be evidenced by an itemized hotel bill. A credit card receipt is not sufficient.
- 44.5 Travel Advances. The Travel Request Form will serve as the basis for travel advances. Travel advances will be distributed one week prior to the departure date. Costs incurred prior to departure may be reimbursed immediately; i.e., conference registration or airfare. Any travel advance shall not exceed the total estimated amount of per diem meal expenses less any items paid by MTS.
- 44.6 The following expenditure guidelines should be observed as upper limits unless particular circumstances reasonably dictate otherwise:
- a. Upper Limits. Upper limits for meals, hotels, and similar costs will be updated, approved by the Chief Executive Officer, and published annually.
 - 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. MTS will also cover the cost if it is more cost effective (i.e., difference in airfare as compared to the additional cost for hotel and meals) to include a Saturday stay; travelers should consider this option when practical.
 - 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 (see attachment). Maximum reimbursement shall not exceed the cost of a comparable coach airfare to the same location.
 - d. Ground Transportation. In using surface transportation, the most practical alternative must be utilized. Such transportation would be used for travel to the airport and reasonable business-related trips at the location. Employees and Board members 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. Personal Travel. A traveler may wish to combine MTS-related travel with personal travel or with family members provided it does not exceed the cost equivalent to a single-person trip. Under no circumstances will MTS advance payments to cover such personal travel.
- g. Rental Car. Use of rental cars must be preapproved. 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 due to the fact that employees are included under MTS's General Automobile insurance coverage.
- h. Meals (While in Travel Status). Meals, including tip, shall generally average no more than the maximum rate approved and published annually. Alcohol consumed with a meal is not reimbursable. The amount per day applies to each 24-hour day of travel. Partial days would be prorated accordingly. Exceptions to the maximum rates must be approved by the Chief Executive Officer or General Counsel.
- i. Business Meal. Reasonable business (involving outside persons or when necessary to conduct MTS-related business) meals are permitted. All such meals must be itemized with justification on the Expense Report to determine eligibility for reimbursement.
- j. Hotel. Travelers will be reimbursed for the cost of a moderate and reasonably priced single-occupancy hotel room. Travelers should request the "government rate" when making hotel reservations. The maximum reimbursement is limited to the rate approved and published annually. Hotel stays in high-cost cities shall be approved by the Chief Executive Officer. These maximum limits may be waived if the traveler is staying at a hotel where a conference is being held. Baggage-handling service fees are reimbursable at standard rates.
- k. Other Business-Related Expenses. Other business-related expenses while traveling, such as supplies, equipment rental, reprographics, facsimiles, and other documented business-related expenses may be reimbursed when traveling on MTS business and used for MTS purposes.
- l. Travel Outside of the U.S. Reimbursement for travel to a foreign country will be calculated at the average exchange rate during the trip. All reimbursement for any Value Added Taxes charged for hotel accommodations must be returned to MTS.
- m. Telephone Calls (While in Travel Status). Reimbursements for telephone calls are permitted provided that such calls are directly related to MTS business. Travelers are required to provide an itemized list of all calls detailing the person(s) called and the reason for the call(s) for which reimbursement is requested. Personal calls are permitted up to a maximum of \$10 per day. Calls charged to personal calling cards may be submitted for reimbursement no later than 30 days from the time that the Travel Expense Report has been submitted.
- n. Registration. Travelers requesting to attend a conference or training that requires registration should do so in sufficient time to take advantage of any discounts.

- o. Conferences. Conference luncheons, special banquets, or other set-price official affairs that exceed the actual cost listed under meals may be reimbursed if they are necessary to the attendance of the conference and must be authorized in advance with the submission of the Travel Request Form. Conference luncheons hosted by vendors doing business with MTS may not be attended by employees if the value of the luncheon or banquet exceeds \$50.00.
- p. Cancellation Penalties. In the event that registration, airfare, hotel deposit, or any other such items that require prepayment are paid and the traveler is unable to attend and the prepayment is nonrefundable, then the traveler would be responsible for reimbursing MTS for the full cost unless the inability to attend is for valid business reasons, medical conditions, or personal emergencies, as approved by the Chief Executive Officer for employees or by the Executive Committee for Board members.
- 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.

Exceptions to these guidelines must be approved by the Chief Executive Officer for employees and by the Executive Committee for Board members.

44.7 Within-Area Expenses. The form entitled "Expense Report (Within Area Expenses)" (see attachment) must be used to record any potential eligible expenses.

- a. Submittal of Form. Travelers must submit this form together with receipts on a monthly basis when (a) requesting reimbursement, or (b) reporting MTS credit card charges. This report applies to expenses incurred within the San Diego County area only.
- b. Eligible Expenses. Eligible expenses must be related to and necessary for carrying out MTS business. They may include, but not be limited to, phone calls on warrant checks, business meals or meetings, mileage, parking, or other miscellaneous out-of-pocket expenses related to MTS business. The Director of Finance or Chief Executive Officer may, in their judgment, disallow any extraordinary or inappropriate expenses. Whenever possible, travel should be by public transportation. If it is impractical to use public transit, an MTS vehicle or private auto should be used.

- c. Description and Purpose. The report should describe the item or the destination (if mileage) and the purpose. The traveler should indicate to which project code each item should be charged.
 - d. Approvals. All necessary approvals must be obtained in advance and the form submitted to the Finance and Administration Department.
- 44.8 Overtime. No overtime pay shall be earned while an employee is in an out-of-town travel status. Travel status is defined as the time an employee begins and completes the authorized business-related travel.

POLICY.44.TRAVEL EXPENSE POLICY

Attachments: Travel Request Form
Expense Report
Expense Report - Within Area Expenses Form
2010 Reimbursement Rates

Original Policy approved on 8/12/93.
Policy amended on 10/27/94.
Policy revised on 4/29/04.
Policy revised on 1/26/06.
Policy revised on 7/19/07.

JUNE24-10.6.AttA.POLICY 44.TRAVEL EXPENSE.TLYNCH.doc

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

TRAVEL REQUEST FORM

MTS <input style="width: 40px; height: 20px;" type="checkbox"/> SDTC <input style="width: 40px; height: 20px;" type="checkbox"/> SDTI <input style="width: 40px; height: 20px;" type="checkbox"/>			Request Date	
Name			Title	
Department			Dept Number	Costs to be Charged To (Cost Center/Project #)
Meeting Name/Purpose				
Destination		Mode of Travel	Date of Departure	Date of Return
Estimated Expenses				
				Amount
Transportation (Air/Train/Car)				_____
Shuttles/Taxis/Parking				_____
Lodging	Days	Rate	_____	
Meals	Days	Rate	_____	
Other - List				_____
Other - List				_____
Total Estimated Expenses				_____
Less Amount To be Paid Directly by MTS				_____
Maximum Amount to be Paid by Traveler				_____
Total Advance Requested				_____
		Approvals		
		Department Manager/Director _____		
		Finance _____		
		CEO/COO/CFO/COUNSEL _____		

Revised August 2005

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

EXPENSE REPORT

MTS <input style="width: 40px;" type="checkbox"/>	SDTC <input style="width: 40px;" type="checkbox"/>	SDTI <input style="width: 40px;" type="checkbox"/>	Report Date _____
Name _____			Title _____
Department _____		Dept Number _____	Costs to be Charged To (Cost Center/Project #) _____

Meeting Name/Purpose _____

		DAY #1	DAY #2	DAY #3	DAY #4	DAY #5	Total
Dates							
Location (City, State)							
Transportation							
Shuttles/Taxis/Parking							
Lodging							
Meals	Breakfast						
	Lunch						
	Dinner						
Other _____							
Other _____							

- 1 Must be filed within one week after completing trip
- 2 Attach Receipts for all purchases over \$10.
Explain all items over \$10 not having receipts.
- 3 Include related trip items paid separately by MTS; mark with an Asterisk

I certify that the above report is correct

Signed _____

Approved _____

Total Expenses	_____
Less MTS Paid Items	_____
Subtotal	_____
Less Cash Advanced	_____
Amount Due Traveler (MTS)	_____

Revised August 2005

[illegible]

A-8

Instructions:

- *Attach receipts for all out-of-pocket expenses.**



1255 Imperial Ave, Ste 1000
San Diego, CA 92101-7490
619/231-1466
FAX 619/234-3407

ANNUAL TRAVEL COST RATES

Calendar Year 2010

Hotel Maximum

Small/Medium US Cities	\$	170.00
Large US Cities/International	\$	220.00

Average Daily Meal Maximum

Small/Medium US Cities	\$	65.00
Large US Cities/International	\$	80.00

Mileage Reimbursement Rate

As set by the IRS, effective January 1, 2010 - per mile	\$	.50
--	----	-----

Notes

1. These are maximum rates. Rates must be reasonable and necessary under the circumstances and will customarily be lower.
2. Small/Medium US Cities are defined for this rate structure as those with less than 1 million persons in the metropolitan area.

Large US Cities are defined for this rate structure as those with more than 1 million persons in the metropolitan area.
3. The Mileage Rate is directly tied to the rate set by the IRS and will be revised more frequently than annually if done so by the IRS.



Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc. nonprofit public benefit corporations, in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company. MTS member agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619/231-1466
FAX 619/234-3407

Agenda

Item No. 7

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

CIP 11224

June 24, 2010

SUBJECT:

MTS: CRANE TRUCK EQUIPMENT VEHICLE – CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L0969.0-10 (in substantially the same format as Attachment A) with Altec Industries to purchase one crane truck vehicle.

Budget Impact

This project would be federally funded under CIP 11224 (Catenary Inspection/Work Platform Truck) for a total of \$264,938.00.

DISCUSSION:

On September 10, 2009, the National Joint Powers Alliance (NJPA) awarded a contract to Altec Industries for landscaping and grounds-related equipment, accessories, and supplies. NJPA is a governmental agency under the enabling authority outlined in the Minnesota Statute 123A.21, which allows cooperative procurement services to its members from government, education, and nonprofit agencies nationwide and to piggyback onto its contracts.

NJPA advertised and competitively solicited this contract to more than six equipment manufacturing companies as an Invitation for Bids (IFB) under IFB No. 081209. Altec Industries was the single responsive bid and was awarded a contract for the crane truck equipment vehicle.



San Diego Trolley, Inc.'s (SDTI's) existing crane truck does not meet the 2010 California Emissions Standards and cannot cost effectively be modified to meet those standards since the cost to modify this crane truck is comparable to buying a new vehicle. After reviewing the base price offered on the NJPA contract and pricing for the option items, it was determined that Altec Industries' price is fair and reasonable (see Price Analysis – Attachment B).

In order to meet the new Environmental Protection Agency standards, staff is requesting Board approval of MTS Doc. No. L0969.0-10 to piggyback on the NJPA Contract No. 081209-ALT to purchase one new crane truck vehicle with hi-rail equipment from Altec Industries for a total contract amount of \$264,938.00.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Fred Byle, 619.595.4937, fred.byle@sdmts.com

JUNE24-10.7.CRANE TRUCK CONTRACT.MYNIGUEZ.doc

Attachments: A. Draft MTS Doc. No. L0969.0-10
B. Price Analysis

STANDARD PROCUREMENT AGREEMENT

DRAFT

L0969.0-10

CONTRACT NUMBER

CIP 11224

FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____, 2010, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Altec Industries, Inc.Address: 325 Industrial WayForm of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)Dixon, CA 95620Telephone: 916-799-0658

Authorized person to sign contracts: Mark Baer Senior Account Manager
Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide one (1) crane truck equipment vehicle, Altec AC26-103B mounted on International 7400 Chassis, per MTS specifications, including hi-rail equipment, piggybacking on the National Joint Powers Alliance (NJPA) No. 081209-ALT, including all terms and conditions of the contract; and in accordance with the Standard Procurement Agreement, including the Standard Conditions Procurement, Federal Requirements, Safety Department's Standard Operating Procedures (SAF 016-03), and Altec Industries' revised quote received May 28, 2010.

Price includes equipment vehicle with hi-rail, California sales tax 8.75%, "exempt" license, California tire fee, delivery, and industry-standard manufacturer's warranty (12 months or 12,000 miles parts and labor) at \$264,938.00. Payment terms shall be net 30 days from invoice date. Delivery of the crane truck equipment vehicle shall be within 210-270 days upon receipt of purchase order/contract.

Vehicle shall be delivered to: **San Diego Trolley, Inc. (SDTI)** Attn: Fred Byle (619) 595-4937
1341 Commercial Street
San Diego, CA 92113

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

Total expenditures for this contract shall not exceed **\$264,938**. This contract is subject to a financial assistance agreement between MTS and the U.S. Department of Transportation.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____
By: _____ Office of General Counsel	Signature
	Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$264,938.00	CIP 11224	11

By: _____ Date _____
Chief Financial Officer

JUNE24-10.7.AttA.L0969.0-10.ALTEC
CRANE TRUCK.MYNIGUEZ.doc

ALTEC INDUSTRIES, INC.
NJPA Contract #: 081209-ALT
ORDER PRICE REVIEW



Quoted for: San Diego Trolley
Customer Contact: Fred Byle / Marco Yniguez

QUOTE # 21

Quoted by: Tom Williams 760 250 2599 or Chet Borden 205 307 2007 **Date:** 5/28/10

REFERENCE ALTEC MODEL: AC26-103B	Base Price	\$196,274
Per Altec Commercial Standard Specifications plus Options listed below		

(A.) NJPA PRICE LIST OPTIONS

1	Delivery Cost to Customer (2250 miles at \$1.70)	\$3,825
3	95' Sheave Height in lieu of 103'	-\$1,757

(B.) OPEN MARKET ITEMS

1	AC23-95B Lower pedestal to meet San Diego Trolley on rail max height under 14'	-\$3,956
2	Custom Engineering	
3	180 Degree Rotation in lieu of 370 Degree. Hydraulic limits switches.	
4	Delete Front Bumper Outrigger	-\$1,818
5	Control Stations are to be Standard in lieu of Walk Thourgh	
6	90 Gallon Reservoir On Side Of Frame in lieu of Behind Cab (\$760 at 20%)	\$950
7	Hydraulic Reservoir is to include: Two sight gauges, thermometer, and filter (\$125 at 20%)	\$156
8	12K Single Speed Winch in lieu of Standard 12K Two Speed Winch	-\$499
9	Primary & Auxilary Out & Down Outriggers in lieu of One Primary A-Frame Outrigger (\$7000 at 20%)	\$8,750
10	Two (2) Foot Throttles Installed One at each Control Stations (\$356 at 20%)	\$445
11	Radio Remote System (\$3,298 at 20%)	\$4,123
12	350 FT. of 9/16 in. Rotation resistant wire rope and non-swivel load ball and hook lieu of standard (\$713 at 20%)	\$891
13	Single Sheave Load Block, 2/3 part (\$1,320 at 20%)	\$1,650
14	Delete Standard 35,000 BTU Cooler	-\$143
15	Delete Pintle Hook with pull plate	-\$120
16	Delete One Plywood Pad and Pad Holder	-\$41
17	Custom Body in Lieu of Standard (\$4,772 at 20%)	\$5,965
18	Horizontal Storage Box, 48"L x 24"W x 24"H (\$512 at 20%)	\$640
19	Pull Out Underbody Drawer (\$1024 at 20%)	\$1,280
20	Grip Strut Steps Installed on CS of ICC Bumper (\$76 at 20%)	\$95
21	Three (3) H-Shaped Pole Racks (\$680 at 20%)	\$850
22	Eight (8) Recessed D-Ring Tie Downs (\$188 at 20%)	\$235
23	Stake Side Surrounding Perimeter of Flatbed (\$1074 at 20%)	\$1,343
24	Underride Protection (\$100 at 20%)	\$125
25	Amber Strobe Light with Guard (\$60 at 20%)	\$75
26	PTO Hour Meter, Round, With 10,000 Hour Display (\$50 at 20%)	\$63
27	Two (2) Rotating Work Lights (\$230 at 20%)	\$288
28	Flatbed to be painted with Martex Treadplate (\$250 at 20%)	\$313
29	Custom International 7400 SFA in lieu of 7500 due to Hi-Rail install	-\$7,630
TOTAL FOR UNIT AND CHASSIS:		\$212,372
DMF HiRail System Installed (\$25,000 at 20%)		\$31,250
TOTAL:		\$243,622
Sales Tax 8.75%:		\$21,317
Grand Total:		\$264,938

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: 12 months parts and labor, 90 days travel charges. 3 year structural on mounted equipment. Standard chassis warranty - International.

TO ORDER: To order, please contact Chet Borden.

CHASSIS: Per Altec Commercial Standards

DELIVERY: No later than 210 - 270 days ARO, FOB Conus Destination

TERMS: Net 30 days, Govt Credit Card Accepted (surcharge may apply)

FET TAX: If chassis is over 33K GVWR, a 12 % FET will be applied unless exempt

SALES TAX: Not included and will be added at the time of invoicing based on customer location.



Purchasing Department
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
619.231.1466 FAX 619.696.7084

Att. B, AI 7, 6/24/10

PRICE ANALYSIS

MTS DOC. NO. L0969.0-10 CRANE TRUCK EQUIPMENT VEHICLES AC26-103B

ALTEC INDUSTRIES Inc.
NJPA contract #: 081209 ALT
Model AC26-103B Dated 5/28/10

Price \$212,372.00

ALTEC INDUSTRIES INC.
GSA CONTRACT # GS-30F-1028G
Model AC26-103B Dated 12/22/09

Price \$221,915.00

ALTEC INDUSTRIES INC.
Quotation Number 45323-1 City of Phoenix
Model AC26-103B Dated 9/15/08

Price \$221,334.00

ALTEC INDUSTRIES INC.
Quotation Number 55626-4 Florida Keys Electric Coop
Model AC26-103B Dated 5/28/10

Price \$241,555.00

MANITOWOC CRANES – NATIONAL CRANE
Model 995H
Price Analysis/Comparison Dated 6/08/10

Price \$267,000.00

(NOTE: Pricing excludes CA sales tax 8.75 % and Hi-Rail equipment)

Based on the comparison of the NJPA pricing from Altec Industries and Manitowoc Cranes – National Cranes, and other quotes obtain by MTS, and GSA Price List (Contract #GS-30F-1028G) for the base crane truck above, staff has determined that Altec's pricing is fair and reasonable.

PRICE COMPARSION ON HI-RAIL EQUIPMENT AND INSTALLATION

ALTEC INDUSTRIES Inc.
NJPA contract #: 081209 ALT
DMF Rail gear – RW1630

Price \$31,250.00

Dion International per MTS Doc. No.L0874.0-09
LRV Hi-Rail Vehicle DMF Rail gear – RW1420

Price \$26,000.00

Based on comparison of the technical specification for the above hi-rail equipment, staff has determined that Altec's pricing is fair and reasonable.

JUNE24-10.7.AttB.CRANE TRUCK PRICE ANALYSIS.MYNIGUEZ.doc



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 8

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

OPS 960.6

June 24, 2010

SUBJECT:

MTS: EXERCISE TIRE RUN-OUT WITH MICHELIN NORTH AMERICA, INC. FOR
LEASED BUS TIRES - CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc No. B05-001.2 (in substantially the same format as Attachment A) with Michelin North America, Inc. to exercise the run-out option to cover payments for the remaining useful life of Michelin tires currently installed on buses at the Imperial Avenue and Kearny Mesa Divisions. The total duration of this run-out period would not exceed 36 months.

Budget Impact

The expenditures would come out of the San Diego Transit Corporation (SDTC) operating budget (Project Code 315-54410) for a total amount not to exceed \$259,162.09.

DISCUSSION:

For the past five years, Michelin North America, Inc. has been providing leased bus tires and related services for the buses located at the Imperial Avenue and Kearny Mesa Divisions. On June 30, 2010, the contract with Michelin North America, Inc. will expire, and the leased bus tires and related services will be taken over by Goodyear Tire and Rubber Company.



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

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. 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.

Currently, there are approximately 1,572 Michelin tires installed and in circulation on MTS buses. Based on current tire mileage on the Michelin tires, MTS staff anticipates that the remaining useful life on all of the Michelin tires will be exhausted over 36 months. During this run-out period, as Michelin tires become unusable, they will be replaced by Goodyear tires. The run-out provision in the contract is an industry-wide practice, and both companies have agreed to work together for a seamless and successful transition. The overall cost impact of this action would be mitigated since the costs that would have been paid to Goodyear on the new contract would instead be paid to Michelin until the tire run-out period is completed.



Paul G. Jablonski
Chief Executive Officer

Key Staff Contact: John Miller, 619.557.4580, john.miller@sdmts.com

JUNE24-10.8.MICHELIN TIRES RUN OUT.JMILLER.doc

Attachment: A. MTS Doc. No. B05-001.2

DRAFT

June 24, 2010

MTS Doc. No. B05-001.2

Ms. Patricia Strickland
Business Development Manager
Michelin North America, Inc.
One Parkway South
Greenville, SC 29615

Dear Ms. Strickland:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO.B05-001; LEASED BUS TIRES AND RELATED SERVICES

This document shall serve as Amendment No. 2 to our agreement for tire-leasing services.

SCOPE OF WORK

The purpose of this amendment is to exercise the run-out option as stipulated in paragraph 8, "Invoice and Payment," and paragraph 11, "Termination," of the contract general and technical requirements.

This Amendment shall consist of the following:

MTS elects to continue using all Michelin tires that are in MTS's possession at the current contract rate until all Michelin tires have exhausted their useful life and are removed from service.

<u>Tire Size</u>	<u>Quantity</u>	<u>Run-Out Mileage (Est.)</u>	<u>Tire Rate</u>	<u>Total</u>
305/70R22.5	784 Each	16,610,313.42 Miles	\$0.00785	\$130,390.96
275/70R22.5	1,018 Each	17,884,879.28 Miles	\$0.00720	<u>\$128,771.13</u> \$259,162.09

SCHEDULE

The total duration of this run-out period shall not exceed 36 months (July 1, 2010 – June 30, 2013).

PAYMENT

As a result of this amendment, the total contract award amount has increased by \$259,162.09 (from \$3,884,894.18 to \$4,144,056.27).

Letter to Ms. Patricia Strickland
Page 2 of 2
June 24, 2010

All other conditions remain unchanged. If you agree with the above, please sign below and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Patricia Strickland
Michelin North America, Inc.

Date: _____

JUNE24-10.8.AttA.B05-001.2.
MICHELIN BUS TIRES.JMILLER.doc



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 9

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

OPS 901

June 24, 2010

SUBJECT:

MTS: ASSIGNMENT OF CONTRACT FOR SAN DIEGO ASSOCIATION OF
GOVERNMENTS' ON-CALL GENERAL TRANSPORTATION PLANNING SERVICES
(KIMLEY-HORN AND ASSOCIATES, INC.)

RECOMMENDATION:

That the MTS Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1327.0-10 (in substantially the same format as Attachment A) with Kimley-Horn and Associates (KHA) as part of the San Diego Association of Governments' (SANDAG's) On-Call General Transportation Planning Service Agreement, which was established as a jobs-order contract with MTS. The execution of this agreement would allow MTS to use KHA on an as-needed basis for all planning and engineering-related activities.

Budget Impact

The amount of contract would not exceed \$200,000 to be expended on an as-needed basis.

DISCUSSION:

SANDAG entered into an on-call planning services contract with KHA on April 15, 2010, for SANDAG Contract No 5001304. This jobs-order contract would provide flexibility for MTS to use KHA on an as-needed basis for planning and engineering-related projects.



KHA is one of two general planning consultant firms selected for the purpose of providing both MTS and SANDAG the needed flexibility for project-specific expertise. Each of the two consulting firms has specific planning and engineering-related strengths.

Therefore, staff requests Board approval to authorize the CEO to execute MTS Doc. No. G1327.0-10 (Attachment A) with KHA as part of SANDAG's On-Call General Transportation Planning Service Agreement, which was established as a jobs-order contract with MTS. The execution of this agreement would allow MTS to use KHA on an as-needed basis for all planning and engineering-related activities.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Mike Daney, 619.515.1932, mike.daney@sdmtd.com

JUNE24-10.9.KIMLEY-HORN PLANNING SVCS.MDANEY.doc

Attachment: A. MTS Doc. No. G1327.0-10

**ASSIGNMENT OF CONTRACT FOR
SAN DIEGO ASSOCIATION OF GOVERNMENT'S
ASSIGNMENT OF ON-CALL PLANNING SERVICES
(KIMLEY-HORN AND ASSOCIATES, INC.)**

SANDAG Contract Number 5001304

THIS PARTIAL ASSIGNMENT NUMBER 1 AND ASSUMPTION OF A PORTION OF SANDAG CONTRACT NUMBER 5001304 FOR ON-CALL PLANNING SERVICES, herein after "Assignment," is made and entered into on this _____ day of _____, 2010, between the San Diego Association of Governments (SANDAG), a public agency (hereinafter "Assignor"), the Metropolitan Transit System (MTS), a public agency (hereinafter "Assignee"), and Kimley-Horn and Associates, Inc. (Contractor).

WHEREAS, Assignor entered into an On-Call Planning Services Contract with Contractor on April 15, 2010, for Contract Number 5001304; and

WHEREAS, when Assignor procured the On-Call Planning Services that are the subject of this Assignment, the solicitation included language permitting assignment to Assignee of a portion of Contract Number 5001304;

NOW THEREFORE, the parties agree as follows.

1. Assignor hereby assigns, transfers, and sets over unto Assignee \$200,000 portion of Assignor's interest in its contract for On-Call Planning Services, Contract Number 5001304, a copy of which is incorporated herein by reference.
2. Assignee hereby: (i) accepts the partial assignment of Assignor's interest in the On-Call Planning Services Contract; (ii) assumes the relevant portion of Assignor's obligations under the Contract; and (iii) agrees to fully and faithfully perform each and every term and condition of Assignor under the On-Call Planning Services, Contract Number 5001304 or task or work orders issued by Assignee.
3. Assignor confirms that it procured Contract Number 5001304 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 Contract Number 5001304.
4. Should any suit be commenced to enforce, protect, or establish any right or remedy of any of the terms and conditions of this Assignment, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.
5. All task orders or work orders issued by Assignee shall be labeled with a letter or other distinct numbering designation that clearly distinguishes the documents from Task Orders issued by Assignor to Contractor.

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.

THE EFFECTIVE DATE OF THIS AGREEMENT IS on or after ____, _____ 2010.

IN WITNESS WHEREOF, Assignor, Assignee, and Contractor have caused this Agreement to be executed and delivered as of the date first set forth above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: _____
Gary L. Gallegos, Executive Director

Approved as to form:

By: _____
Office of General Counsel

METROPOLITAN TRANSIT SYSTEM

By: _____
Paul Jablonski, Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Contractor hereby consents to the assignment of this contract from Assignor to Assignee. Consent granted on this ____ of _____, 2010.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name/Title and Sign



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 10

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

OPS 901

June 24, 2010

SUBJECT:

MTS: ASSIGNMENT OF CONTRACT FOR SAN DIEGO ASSOCIATION OF
GOVERNMENTS' ON-CALL GENERAL TRANSPORTATION PLANNING SERVICES
(PB AMERICA'S INC.)

RECOMMENDATION:

That the MTS Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No G1328.0-10 (in substantially the same format as Attachment A) with Parsons Brinckerhoff Americas Inc. (PB) as part of the San Diego Association of Governments' (SANDAG's) On-Call General Transportation Planning Service Agreement, which was established as a jobs- order contract with MTS. The execution of this agreement would allow MTS to use PB on an as-needed basis for all planning and engineering-related activities.

Budget Impact

The amount of contract would not exceed \$200,000 to be expended on an as-needed basis.

DISCUSSION:

SANDAG entered into an on-call planning services contract with PB on March 1, 2010, (SANDAG Contract No. 5001306). This jobs-order contract would provide flexibility for MTS use PB on an as-needed basis for planning and engineering-related projects.

PB is one of two general planning consultant firms selected for the purpose of providing both MTS and SANDAG needed flexibility for project-specific expertise. Each of the two consulting firms has specific planning and engineering-related strengths.



Therefore, staff is requesting Board approval to authorize the CEO to execute MTS Doc. No. G1328.0-10 (Attachment A) with PB as part of SANDAG's On-Call General Transportation Planning Service Agreement, which was established as a jobs-order contract with MTS. The execution of this agreement would allow MTS to use PB on an as-needed basis for all planning and engineering-related activities.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Mike Daney, 619.515.1932, mike.daney@sdmts.com

JUNE24-10.10.PB AMERICAS PLNG SVCS.MDANEY.doc

Attachment: A. MTS Doc. No. G1328.0-10

**ASSIGNMENT OF CONTRACT FOR
SAN DIEGO ASSOCIATION OF GOVERNMENTS**

**ASSIGNMENT OF ON-CALL PLANNING SERVICES
PB AMERICAS, INC.**

CONTRACT NO. 5001306

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF A PORTION OF SANDAG CONTRACT NO. 5001306 FOR ON-CALL PLANNING SERVICES, hereinafter "Assignment," is made and entered into on this ____ day of _____, 2010, between the San Diego Association of Governments (SANDAG), a public agency (hereinafter "Assignor"); the Metropolitan Transit System (MTS), a transit development board (hereinafter "Assignee"); and PB Americas, Inc. (Contractor).

WHEREAS, Assignor entered into an On-Call Planning Services Contract with Contractor on March 1, 2010, for Contract No. 5001306; and

WHEREAS, when Assignor procured the On-Call Planning Services that are the subject of this Assignment, the solicitation included language permitting assignment to Assignee of a portion of Contract No. 5001306;

NOW THEREFORE, the parties agree as follows:

1. Assignor hereby assigns, transfers, and sets over unto Assignee \$200,000 of Assignor's right, title, and interest in SANDAG Contract No. 5001306 for On-Call Planning Services, a copy of which is incorporated herein by reference.
2. Assignee hereby: (i) accepts the partial assignment of Assignor's interest in the On-Call Planning Services Contract; (ii) assumes the relevant portion of Assignor's obligations under the Contract arising from and after _____, 2010; and (iii) agrees to fully and faithfully perform each and every term and condition of Assignor under the On-Call Planning Services Contract, arising from and after _____, 2010.
3. Assignor makes no warranty, representation, guarantee, covenant, or averment of any nature whatsoever concerning Contract No. 5001306 being assigned to Assignee.
4. Notwithstanding the foregoing, neither Assignor nor Contractor shall be deemed by virtue of this Assignment to have waived any rights that it may have against the other party at law or in equity for liabilities arising under the unassigned portion of SANDAG Contract No. 5001306.
5. Should any suit be commenced to enforce, protect, or establish any right or remedy of any of the terms and conditions of this Assignment, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.
6. All task orders or work orders issued by Assignee shall be labeled with a letter or other distinct numbering designation that clearly distinguishes the documents from task orders issued by Assignor to Contractor.

7. Assignee shall execute all task orders and work orders in accordance with the Master Memorandum of Understanding between SANDAG and MTS, SANDAG Contract No. 5000710.
8. Assignor retains the right to audit Assignee's task orders issued from this assignment.
9. Contractor and Assignee agree that SANDAG shall have no liability for any disputes, claims, or litigation involving themselves or third parties arising from the assigned portion of SANDAG Contract No. 5001306.
10. 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.

THE EFFECTIVE DATE OF THIS AGREEMENT IS on or after _____, 2010.

IN WITNESS WHEREOF, Assignor, Assignee, and Contractor have caused this Agreement to be executed and delivered as of the date first set forth above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: _____
Gary L. Gallegos, Executive Director

Approved as to form:

By: _____
Office of General Counsel

METROPOLITAN TRANSIT SYSTEM

By: _____
Paul C. Jablonski, Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Contractor hereby consents to the assignment of this contract from Assignor to Assignee. Consent granted on this _____ day of _____, 2010.

PB AMERICAS, INC.

By: _____
Print Name/Title and Sign



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 30

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

OPS 970.11

June 24, 2010

SUBJECT:

SDTI: SECURITY SERVICES – CONTRACT AWARD (BILL BURKE)

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1299.0-10 (in substantially the same format as Attachment A) with Heritage Security Services/Transit Systems Security for security patrol services for a 4-year base period with two 1-year options (6 years).

Budget Impact

The not-to-exceed amount of \$35,031,590 for these services would come from San Diego Trolley, Inc.'s (SDTI's) operating budget line item 420-53510 (Security Patrol Services) for fiscal years 11 through 16.

DISCUSSION:

MTS issued a Request for Proposals (RFP) for Security Services on February 11, 2010. The RFP was mailed to 33 contractors. Proposals were due April 8, 2010, and 6 proposals were received. The proposals were evaluated by a team of representatives from Security, Procurement, Finance, and Code Compliance and an outside panel member from local law enforcement.



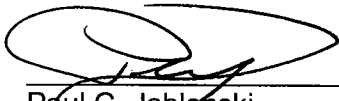
While considering the primary objectives of the RFP, the committee evaluated and ranked the proposals using the following four criteria and their relative weights of importance:

- | | | |
|----|--|-----------|
| 1. | Price | 50 points |
| 2. | Qualifications of the Firm and Project Personnel | 20 points |
| 3. | Staffing, Firm Organization, and Management Plan | 15 points |
| 4. | Work Plan | 15 points |

After the initial evaluation, a short list of firms was determined. The 4 short-listed firms were invited in for discussions. A second evaluation was done after discussions, and a short-list was again determined based on the scores below:

- | | | |
|----|---------------|----|
| 1. | Heritage | 94 |
| 2. | Wackenhut | 82 |
| 3. | Securitas | 73 |
| 4. | Allied Barton | 71 |

Because of the significant difference in scores from the highest-rated proposer to the next highest-rated proposer, only one proposer remained in the competitive range. A Best and Final Offer (BAFO) request was made of the final remaining proposer, Heritage Security Services. The BAFO response was received on June 2, 2010, and a final review was completed. It was the unanimous finding of the evaluation committee that the proposal submitted by Heritage represented the best value to MTS. Pricing from the BAFO is \$.55 an hour less than what is charged in the current contract for this service, and prices are kept steady for the entire 4-year base contract term. The pricing was determined to be fair and reasonable while the proposal met all technical requirements. Therefore, staff recommends requesting Board approval to award MTS Doc. No. G1299.0-10 to Heritage Security Services for security patrol services.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: William Burke, 619.595.4947, bill.burke@sdmts.com

JUNE24-10.30.SECURITY SVCS.MLAWRENCE.doc

Attachment: A. MTS Doc. No. G1299.0-10

STANDARD SERVICES AGREEMENT

G1299.0-10
 CONTRACT NUMBER
 OPS 970.11
 FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2010, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Heritage Security Services

Address: 1260 Morena Blvd., Suite 200

Form of Business: Corporation

San Diego, CA 92110

(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-275-7000

Authorized person to sign contracts: Lawrence Richman

Chairman

Name

Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide MTS security services as specified in MTS's Request for Proposals (RFP) MTS Doc. No. G1299.0-10, including Addenda, Responses to Approved Equals/Clarifications, and in accordance with the Standard Services Agreement, Standard Conditions Services, Scope of Work, and MTS security services proposal (hereinafter "Contract Documents"). If there are any inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of this contract.

1. MTS Security Services Request for Proposals, Addendum, Responses to Approved Equals/Clarifications, MTS Safety Program, and Contractor's Bid.
2. Standard Service Agreement, including the Standard Conditions Services and Federal Requirements.

The term of the contract shall be a 4-year base term with two 1-year options. Total contract amount shall not exceed \$35,031,590.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____
By: _____ Office of General Counsel	Signature
	Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$35,031,590	420-53510 (Security Patrol Services)	11-16

By: _____
Chief Financial Officer

Date

(____ total pages, each bearing contract number)

JUNE24-10.30.AttA.G1299.0-10
 HERITAGE SECURITY.MLAWRENCE.doc

**HERITAGE SECURITY SERVICES
CONTRACT COST DETAILS**

Total contract is for 6 years including a 4-year base contract with two 1-year options. The base contract pricing is fixed for the entire 4 years at \$5,782,614 per year. In option year 1, pricing is escalated by 2% to \$5,893,842. In Option year 2, pricing is escalated by 2% to \$6,007,292.

Base Contract Year 1	\$5,782,614
Base Contract Year 2	\$5,782,614
Base Contract Year 3	\$5,782,614
<u>Base Contract Year 4</u>	<u>\$5,782,614</u>
Total Base Contract	\$23,130,456

Option Year 1	\$5,893,842
<u>Option Year 2</u>	<u>\$6,007,292</u>
Total Option Years	\$11,901,134

Total Base and Options \$35,031,590



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. **31**

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

SANDAG CIP 1115700
MTS CIP 11280

June 24, 2010

SUBJECT:

MTS: COMPRESSED NATURAL GAS (CNG) STATION CAPITAL IMPROVEMENT
UPGRADES AND OPERATING AND MAINTENANCE AGREEMENT
(CLAIRE SPIELBERG)

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to award to
Trillium USA, LLC (doing business as California Trillium Company):

1. MTS Doc. No. PWB127.0-10 (in substantially the same form as Attachment A)
for capital improvement upgrades to the MTS-owned CNG fueling facilities; and
2. MTS Doc. B0522.0-09 (in substantially the same form as Attachment B) for a ten-
year follow-on operations and maintenance service agreement.

Budget Impact

MTS Doc. No. PWB127.0-10 for capital improvement upgrades to the MTS-owned CNG
fueling facilities would total \$5,688,922.50, and MTS Doc. B0522.0-09 for a ten-year
follow-on operations and maintenance service agreement is estimated at \$8,998,084.49.
The total cost for this contract is estimated at \$14,687,006.99.

Partial funding for the capital improvements would be allocated under SANDAG fiscal
year (FY) 08/09 CIP No. 1115700 (Gemini Compressor Upgrades) in the amount of
\$520,000.00. Funding for the remaining capital upgrade work shall be allocated under
MTS FY 11 CIP No. 11280. Funding for the ten-year operations and maintenance
agreement would be allocated under MTS Project Code 54120 (CNG Fuel and Fuel-
Related Expenses). The projected FY 11 costs for the operations and maintenance
service agreement would be \$2,396,168.00 less than FY 10.



DISCUSSION:

On September 3, 2009, and in accordance with Section 4.3.2.1, Advertising and Publicizing Solicitations, of the Best Practices Procurement Manual (Procurement Manual), MTS provided for full and open competition by publicizing and publicly advertising a Request for Proposals (RFP) (MTS Doc No. B0522.0-09) for CNG fueling facilities upgrade and maintenance in three newspapers of general circulation. The RFP was publicized in the San Diego Union-Tribune on September 3, 2009, The San Diego Daily Transcript on September 3, 2009, and La Prensa on September 4, 2009.

Included in the RFP content and in accordance with the requirements outlined in FTA Circular 4220.1F, Chapter VI, Paragraph 7, Evaluations and the Procurement Manual, Chapter 4, Section 4.5.2, Evaluation of Proposals, MTS staff selected a total of four independently rated evaluation criteria. The evaluation criteria consisted of the following "evaluation factors" and are listed in their relative order of importance:

1. Operations and Maintenance Technical Approach
2. Capital Improvement Technical Approach
3. Contractor Qualifications, References, and Project Team
4. Cost Proposal and Company Financial Solvency

MTS developed a point-scale system for rating contractor proposals against the evaluation factors identified above. For technical proposals, the appropriate point rating would be assigned to each evaluation factor consistent with the narrative evaluation of strengths, weaknesses, and risks. For cost proposals, the maximum points would be given for the lowest-priced proposal. All other cost proposals would then be rated based on their cost relative to the lowest cost proposal.

On January 7, 2010, a total of two proposals were received in response to the RFP (MTS Doc. No. B0522.0-09) from Clean Energy and Trillium USA LLC. A compliant review of the proposals was conducted by the MTS Procurement Department to ensure that all required forms and submittals were included in the proposals. Based on this review, each proposal was determined to be in compliance with the submittal requirements of the RFP.

On January 13, 2010, the Evaluation Panel reconvened to discuss specific strengths and weaknesses of the proposals received. Each Evaluation Panel member was given an opportunity to talk about each firm's proposal and provide supporting justification and rationale on their evaluation remarks and scoring decisions. The agenda at this meeting included the following topics of discussion.

- Strengths and weaknesses of the proposals received
- Identifying and discussing areas of risk/issues
- Consensus on the scoring of technical proposals
- Evaluation of cost and price proposal
- Developing a competitive range and developing questions for contractors
- Determining interview dates and times

Based on the Evaluation Panel findings, the Evaluation Panel determined each proposer to be within the competitive range. This determination was based on each

proposer offering a solution that had a reasonable chance of being selected for award; provided clarifications to specific issues could be rectified. In order to identify and clarify certain risks and other issues related to each proposer's technical approach, costs, ambiguities, or weaknesses in their proposal, the Evaluation Panel determined discussion with each proposer would be appropriate.

The Evaluation Panel held oral presentations and discussions with Trillium USA, LLC on February 5, 2010, and with Clean Energy on February 6, 2010. Following those discussions (on February 16, 2010), the Evaluation Panel met to deliberate, discuss, and come to a consensus on which direction MTS would take with each proposer based on their proposed solutions and the knowledge gained from discussions with each firm. In order to make this determination, the Evaluation Panel went over each firm's technical proposal, the responses given during interview/discussions, and the value-added additive alternatives proposed (if any).

On February 19, 2010, in accordance to Section 4.5.5.1 of the Procurement Manual, a request for revised proposal letter was sent to Clean Energy and Trillium USA, LLC requesting each firm to submit revised proposals and interim pricing. The goal for MTS in requesting revised proposals from each firm was to channel the creativity and competitiveness of each proposer's proposed solution and allow each proposer an opportunity to produce the most innovative and advantageous proposal for MTS. The content of each letter identified MTS's desired approach to manifold all compressors and encouraged each firm to propose optional capital improvements that would meet both the current and future fueling demands in the most efficient and economical manner.

On March 4, 2010, revised proposals and interim pricing were received from Clean Energy and Trillium USA, LLC prior to the deadline for submitting revised proposals. This same day, the contract officer issued copies of the revised proposals to the Evaluation Panel. The contract officer instructed the Evaluation Panel on proper proposal evaluations and reviewed the evaluation criteria annotated in the RFP.

On March 5, 2010, the Evaluation Panel reconvened to discuss specific strengths and weaknesses of the revised proposals received. Each Evaluation Panel member was given an opportunity to talk about each firm's revised proposal and provide supporting justification and rationale on their interpretation of the revised proposals. Based on each proposal containing some underlying issues relating to direct and indirect labor support, quality of equipment and installation, and assumptions of risk, the Evaluation Panel determined that rescoring technical proposals prior to negotiations would not provide for a fair evaluation. The Evaluation Panel determined scoring of revised technical proposals would be conducted after final negotiations with each firm.

On March 19, 2010, an Invitation to Negotiations letter was sent to Clean Energy and Trillium USA, LLC. The negotiations were scheduled with Trillium USA, LLC on Wednesday, April 7, 2010, and with Clean Energy on Thursday, April 8, 2010. In addition, a cost breakdown of operations and maintenance services was requested from each proposer. Upon the completion of each negotiation meeting, all outstanding assumptions and issues were clarified with each proposer. Based on this meeting, Proposers were informed of the Evaluation Panel's pricing concerns and were notified of areas where their proposed equipment or operations and maintenance costs should be reduced.

On April 12, 2010, in accordance with section 4.5.5.2 of the Procurement Manual, a best and final offer letter was sent to Clean Energy and Trillium USA, LLC. Each letter contained specific information directed to each proposer's proposed approach. All Proposers were asked to review areas of their pricing where discounts could be offered and to submit their best and final offer by 3:00 p.m. on April 23, 2010. Clean Energy and Trillium USA, LLC submitted their best and final offer prior to the deadline.

At the conclusion of the final negotiation meetings, the Evaluation Panel met to discuss and debrief the topics covered during the negotiation meetings. The contract officer allowed the Evaluation Panel two weeks to conclude its evaluations of the revised technical proposals. The contract officer requested Evaluation Panel members review the revised technical proposal, use their notes as needed, and turn in their completed evaluation score sheet no later than Friday, April 23, 2010, at 5:00 p.m. to the contract officer. In addition, the contract officer reiterated the instructions of proper proposal evaluations and reviewed the evaluation criteria annotated in the RFP.

Based on the evaluations of each firm's technical proposal, past performance, discussions, negotiations, and evaluation of price, MTS staff has determined that Trillium USA, LLC (doing business as California Trillium Company) submitted a proposed approach that represents the most advantageous method of fulfilling MTS's needs. Analysis of cost/price and tradeoff considerations of qualitative technical factors to include examination of the market, indicated the pricing submitted by Trillium USA, LLC, represents the best overall value to MTS.

Therefore, staff is recommending that the Board of Directors authorize the CEO to award to Trillium USA, LLC (doing business as California Trillium Company) (1) MTS Doc. No. PWB127.0-10 for capital improvement upgrades to the MTS-owned CNG fueling facilities; and (2) MTS Doc. B0522.0-09 for a ten-year follow-on operations and maintenance service agreement.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contacts: Claire Spielberg, (619) 238-0100 ext. 6400, claire.spielberg@sdmts.com
Frank Toth, (619) 238-0100 ext. 6494, frank.toth@sdmts.com

JUNE24-10.31.CNG CIP UPGRADES
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Attachments: A. Draft MTS Doc. No. PWB127.0-10
B. Draft MTS Doc. No. B0522.0-09
C. BAFO Pricing Summary

STANDARD CONSTRUCTION AGREEMENT

DRAFT

PWB127.0-10
 CONTRACT NUMBER
 CIP 11280
 FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2010 in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: California Trillium Company Address: 2150 South 1300 East, Suite 450

Form of Business: Corporation Salt Lake City, UT 84106
 (Corporation, partnership, sole proprietor, etc.)

Telephone: 800-920-1166

Authorized person to sign contracts: Mark R. Barton President
 Name Title

The contractor shall provide all skilled labor, tools, equipment, accessories, transportation, and supervision needed to properly provide, install, and construct all capital improvements required for the Imperial Avenue Division, Kearny Mesa Division, and South Bay Maintenance Facility compressed natural gas (CNG) fueling facilities as stipulated in MTS's Request for Proposals (RFP) (MTS Doc. No B0522.0-09); including all addenda, Responses to Approved Equals/Clarifications, prevailing wage requirements, as stipulated by the California Labor Code and the Davis-Bacon Act; and in accordance with the Standard Construction Agreement, including the Standard Conditions for Construction, MTS's Safety Program, Federal Requirements, and California Trillium Company's Proposal (hereinafter "Contract Documents"). If there are any inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of the contract.

1. MTS CNG Fueling Facilities Upgrade and Maintenance Request for Proposals (MTS Doc. No. B0522.0-09), Addenda, Responses to Approved Equals/Clarifications, MTS Safety Program, and California Trillium Company's Proposal.
2. Standard Construction Agreement, including the Standard Conditions for Construction, and Federal Requirements.

All work performed under this contract shall be completed within 365 days from contract execution. The total amount of this contract shall not exceed \$5,688,922.50.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____
By: _____ Office of General Counsel	Signature
	Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$5,688,922.50	CIP 11280	FYs 10-12

By: _____ Date
 Chief Financial Officer

DRAFT

Att. B, AI 31, 6/24/10

STANDARD SERVICES AGREEMENT

B0522.0-09

Contract Number

CIP 11280

File Number

THIS AGREEMENT is entered into this _____ day of _____ 2010, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: California Trillium Company.

Address: 2150 South 1300 East, Suite 450

Form of Business: Corporation

Salt Lake City, UT 84106

(Corporation, partnership, sole proprietor, etc.)

Telephone: 800-920-1166

Authorized person to sign contracts: Mark R. Barton President
Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide compressed natural gas (CNG) fueling facilities operations and maintenance services for ten years for MTS's Imperial Avenue Division, Kearny Mesa Division, and South Bay Maintenance Facility locations, as specified in MTS's Request for Proposals (RFP), MTS Doc. No. B0522.0-09; including Addenda, Responses to Approved Equals/Clarifications; and in accordance with the Standard Services Agreement, Standard Conditions Services, Federal Requirements, Safety Department Standard Operating Procedures (SAF016-03), and California Trillium Company's proposal (hereinafter "Contract Documents"). If there are any inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of this contract.

1. MTS's CNG Fueling Facilities Upgrade and Maintenance Request for Proposals (MTS Doc. No. B0522.0-09), Addenda, Responses to Approved Equals/Clarifications, MTS Safety Program, and Contractor's Proposal.
 2. Standard Services Agreement, including the Standard Conditions Services, and Federal Requirements.
- This contract shall remain in effect for a ten-year base term. The contract period of performance shall be from July 26, 2010, through July 25, 2020. Compensation will be per the negotiated operations and maintenance rates as stipulated in the California Trillium Company's Best and Final Offer.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____
By: _____ Office of General Counsel	Signature
	Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$8,998,084.49</u>	<u>54120</u>	<u>FY 10</u>

By: _____
Chief Financial Officer
(____ total pages, each bearing contract number)

Date

JUNE24-10.31.AttB.B0522.0-09.CAL
TRILLIUM.CNG FUELING.JMILLER.doc

Proposer: Trillium USA Company dba California Trillium Company										
Line # 1	PRICE SCHEDULE-1: O&M Costs for CNG Fueling Systems at Imperial Avenue, South Bay Maintenance Facility and the Kearny Mesa Division									
1-A	Schedule of Possible Throughput Levels of CNG Dispensed Monthly	Therms per month	425,000	475,000	525,000	575,000	625,000	675,000	725,000	
1-B	Weight factor for likelihood of encountering listed throughput level	100%	4%	12%	18%	25%	22%	13%	6%	
1-C	Operation & Maintenance costs for all CNG systems	\$/Therm	0.180	0.170	0.163	0.159	0.155	0.151	0.146	
1-D	Extended cost at each monthly throughput level (Contractor's comprehensive costs for CNG O&M services)	\$/month	\$ 76,500	\$ 80,750	\$ 85,575	\$ 91,425	\$ 96,875	\$ 101,925	\$ 105,850	
1-E	Weighted Average Monthly Throughput	Therms/Month	581,000							
1-F	Weighted average cost for O&M services across all throughput levels	\$/Therm	\$ 0.1592							
1-G	Average annual cost for O&M services (weighted, likely throughput levels over 10-year term)	\$/year	\$ 1,109,803							
1-H	NPV of projected cost of CNG O&M services at IAD, SBMF, & KMD for 10-year base-contract period.	\$/contract	\$8,998,084							
Proposer: Clean Energy										
Line # 1	PRICE SCHEDULE-1: O&M Costs for CNG Fueling Systems at Imperial Avenue, South Bay Maintenance Facility and the Kearny Mesa Division									
1-A	Schedule of Possible Throughput Levels of CNG Dispensed Monthly	Therms per month	425,000	475,000	525,000	575,000	625,000	675,000	725,000	
1-B	Weight factor for likelihood of encountering listed throughput level	100%	4%	12%	18%	25%	22%	13%	6%	
1-C	Operation & Maintenance costs for all CNG systems	\$/Therm	0.122	0.117	0.113	0.110	0.108	0.107	0.105	
1-D	Extended cost at each monthly throughput level (Contractor's comprehensive costs for CNG O&M services)	\$/month	\$ 51,850	\$ 55,575	\$ 59,325	\$ 63,250	\$ 67,500	\$ 72,225	\$ 76,125	
1-E	Weighted Average Monthly Throughput	Therms/Month	581,000							
1-F	Weighted average cost for O&M services across all throughput levels	\$/Therm	\$ 0.1107							
1-G	Average annual cost for O&M services (weighted, likely throughput levels over 10-year term)	\$/year	\$ 772,010							
1-H	NPV of projected cost of CNG O&M services at IAD, SBMF, & KMD for 10-year base-contract period.	\$/contract	\$6,259,316							



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 32

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

CIP 11276

June 24, 2010

SUBJECT:

MTS: TROLLEY TICKET VENDING MACHINE (TVM) PROCUREMENT –
MEMORANDUM OF UNDERSTANDING

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer to:

1. execute a Memorandum of Understanding (MOU) (in substantially the same format as Attachment A) with the San Diego Association of Governments (SANDAG) for procurement of additional Ticket Vending Machines (TVMS); and
2. transfer funds for the project to SANDAG.

Budget Impact

\$1,000,000 has been budgeted for this project in CIP 11276 (SDTI Ticket Vending Machines). An additional \$875,000 for this project would come from the South Bay Maintenance Facility Expansion Project and Substation Standardization II Project.

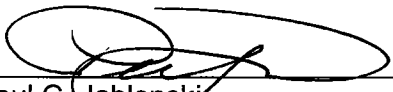
DISCUSSION:

Under the original Automated Fare Collection (AFC) Project, MTS and SANDAG replaced all but 25 of the system's existing TVMs. The remaining 25 TVMs are reaching the end of their expected life and will need to be replaced with newer equipment that supports all of the fare products and Compass Card purchases.



In order to obtain the best price per unit, MTS and SANDAG staffs recommend that the 25 TVMs be added to an existing order being executed by Los Angeles Metropolitan Transportation Authority (LAMTA). MTS and LAMTA use the same equipment; therefore, the TVMs purchased under this contract would be fully compatible with our overall fare collection system.

MTS staff has requested that SANDAG manage both the procurement and overall project for the delivery and installation of TVMs. SANDAG has been managing the regional AFC system since 2002.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Scott Donnell, 619.595.4965, scott.donnell@sdmts.com

JUNE24-10.32.TVM.SDONNELL.doc

Attachment: A. Proposed MOU between SANDAG and MTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS AND METROPOLITAN
TRANSIT SYSTEM
REGARDING AUTOMATED FARE COLLECTION ENHANCEMENTS**

This Memorandum of Understanding ("MOU") is made and entered into effective as of this day of _____ June, 2010, by and between the San Diego Association of Governments ("SANDAG" and the Metropolitan Transit System ("MTS").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, MTS and SANDAG desire to implement enhancements to the existing Automated Fare Collection (AFC) System ("Project"); and

WHEREAS, MTS desires to have SANDAG perform the functions of project management for procurement and installation of the Project by executing an agreement with Cubic Transportation Systems, Inc. ("Cubic"), which is the existing AFC System software contractor; and

WHEREAS, SANDAG is willing and able to procure the materials and services from Cubic necessary to carry out the Project if the funding is provided from MTS to do so; and

WHEREAS, the parties wish to memorialize their agreement in this MOU to carry out the purposes set forth above;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. To create a multi-year Capital Improvement Project (CIP) entitled "Automated Fare Collection Enhancements" for fiscal year 2011 with an estimated budget amount of \$1,875,000.00, to procure and install 25 Ticket Vending Machines (TVMs) for the Project. The Project scope and estimated budget are Attachment 1 to this MOU.
2. To use any funds provided by MTS under this MOU exclusively for the Project and to return any remaining Project funds to MTS upon completion of the Project.
3. To manage the delivery and installation of the materials and services for the Project, if costs of the Project are borne by MTS.

4. To contract with Cubic to perform the work on the Project in accordance with the schedule in Attachment 2 to this MOU and consistent with the scope and budget in Attachment 1.
5. Neither MTS, nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, SANDAG shall fully defend, indemnify and save harmless MTS and all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU.

MTS AGREES:

6. To transfer funds not to exceed \$1,875,000.00 to SANDAG within 15 days of receipt of invoices from SANDAG following execution of this MOU.
7. To provide staff to support on each of the key milestones of the Project, including but not limited to: participation in user requirements meetings, design review meetings, witness testing, approval of deliverables, project closure, and defense of any contractor claims that may arise on the Project.
8. To respond to requests from SANDAG for information needed to set Project specifications, installation requirements and similar matters on a timely basis in order to prevent Project delays or unnecessary Project cost increases.
9. To perform the role of Project Sponsor. The Project Sponsor approves the scope of work and accepts the obligation to provide the committed funds, as well as using good faith efforts to secure any additional financial resources needed to fully fund the Project.
10. That MTS shall be asked to approve milestone completions and Project completion and will grant such approvals without unreasonable delay. Milestone and project closure process will be detailed in a Project Charter.
11. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MTS under or in connection with any work, authority or jurisdiction delegated to MTS under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, MTS shall fully defend, indemnify and save harmless SANDAG, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MTS under or in connection with any work, authority or jurisdiction delegated to MTS under this MOU.

THE PARTIES MUTUALLY AGREE:

12. That the amount referenced in Section 1 of this MOU consists of the current Project cost estimate, which includes the funds needed for construction, construction management and construction contingency and administration. In the event SANDAG believes additional funds will be needed, it will notify MTS. In the event that SANDAG notifies MTS that this amount will be exceeded, MTS will meet with SANDAG to discuss whether an amendment to this MOU is appropriate. In no event shall SANDAG have the responsibility to move forward with the Project until the parties are able to identify sufficient funds to complete the work.
13. That all obligations of SANDAG under the terms of this MOU are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.
14. Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG

401 B Street, Suite 800
San Diego, CA 92101
Attn: Office of General Counsel

For MTS

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Attn: Office of General Counsel

15. That unless it is amended by the parties in writing, this MOU shall terminate on June 30, 2015 or on such earlier or later date as the parties may agree to in writing. Or This MOU shall continue in effect unless and until a party to the MOU gives 60 (sixty) days written notice of its desire to withdraw from the MOU. If such notice is given, the MOU shall continue to be binding on those parties who have not formally withdrawn.
16. The indemnification provisions of this MOU shall survive termination of the MOU.
17. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
18. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
19. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
20. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

21. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU to third parties.
22. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective on the day and year first above written.

METROPOLITAN TRANSIT SYSTEM

SAN DIEGO ASSOCIATION OF GOVERNMENTS

PAUL C. JABLONSKI
Chief Executive Officer

GARY L. GALLEGOS
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

Office of General Counsel



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 45

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

OPS 960.2, 970.2

June 24, 2010

SUBJECT:

MTS: 2010 ROCK 'N' ROLL MARATHON RECAP (JIM BYRNE AND TOM DOOGAN)

RECOMMENDATION:

That the Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

The 2010 Rock 'N' Roll Marathon was held on Sunday, June 6. Several new elements affecting bus and rail operations were implemented this year, including:

- Relocating the finish line from the Marine Corps Recruit Depot to SeaWorld
- Relocating the designated parking and start-line shuttle operations to Qualcomm Stadium
- Incorporating light rail transit (LRT) into finish-line shuttle operations
- The addition of a half marathon and subsequent increase in the overall number of participants
- Altering the course around Mission Bay, remaining on the east side and keeping Ingraham Street open to vehicle traffic

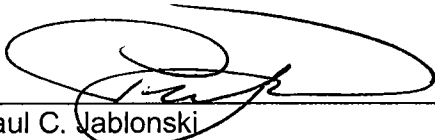


Service Impacts and Mitigation

The current route once again crossed LRT tracks 4 times in the downtown area and impacted 19 bus routes. Most affected bus routes resumed normal operations by 10:30 a.m. LRT service was modified in the downtown area beginning at 6:00 a.m. as the course required track closures in 4 locations:

1. Tenth Avenue & C Street
2. Eleventh Avenue & C Street
3. Market Street grade crossing (Harbor Drive)
4. Broadway grade crossing

MTS buses provided service between the City College and Fifth Avenue Stations to bridge the gap in LRT service. Normal LRT operations resumed by 9:30 a.m.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contacts: Jim Byrne, 619.238.0100, Ext.6420, jim.byrne@sdmts.com
Tom Doogan, 619.595.4984, tom.doogan@sdmts.com

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Agenda

Item No. 62

Chief Executive Officer's Report

ADM 121.7

June 24, 2010

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 June 2, 2010, through June 14, 2010.

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EXPENSE CONTRACTS

Doc #	Organization	Subject	Amount	Day
PWL124.0-10	NEAL ELECTRIC CORP	PIT LIGHTING BUILDING C	\$52,261.50	6/2/2010
L0968.0-10	COMPETITOR GROUP	ROE PERMIT ROCK N ROLL MARATHON	\$0.00	6/3/2010
B0531.0-10	COMPETITOR GROUP	PROVIDE BUS SVC FOR 2010 RxR MARATHON	\$115.00	6/7/2010
G1323.1-10	GEORGE DAVIS TRUST	SUPPLEMENTAL ESCROW INSTRUCTIONS	\$0.00	6/7/2010
B0536.0-10	CALTRANS - DISTRICT 11	MOU FOR MAINTENANCE OF DEL LAGO TRANSIT	\$0.00	6/10/2010
G1321.0-10	SANDAG	ASSIGNMENT OF SITE LEASE	\$4,594.61	6/10/2010
L0964.0-10	RESCUE ROOTER	PLUMBING SVCS 3 YRS SDTI	\$81,351.00	6/10/2010

REVENUE CONTRACTS

Doc #	Organization	Subject	Amount	Day
S200-10-448	CASCADE DRILLING, LP	ROE PERMIT FOR 3 BORINGS	(\$1,500.00)	6/2/2010
L0966.0-10	CABRILLO NATIONAL MONUMENT	ROE PERMIT 33RD AMERICA'S FINE MARATHON	(\$500.00)	6/10/2010
PWG126.1-10	ELECTRO SPECIALTY SYSTEMS	CHANGE EQUIPMENT SUPPLIER SAVE TIME/MONE	(\$7,583.13)	6/14/2010

PURCHASE ORDERS

DATE	PO NUMBER	Organization	Subject	AMOUNT
6/2/2010	2805	CORTES COMMUNICATION LLC	COMMUNITY OUTREACH CONS SVCS	\$2,499.00
6/2/2010	2804	CARMON INTERNATIONAL	REPLACE ONE SUPPORT BEAM TERMITE	\$672.00
6/7/2010	2808	SUNDOG PRINTING	2010 CHARGER TRANSP BROCHURE	\$2,060.81
6/7/2010	2807	US POSTAL SERVICE	POSTAGE FOR HASSLER WJ-135	\$6,000.00
6/7/2010	2806	PRESSNET EXPRESS	FALL 2010 COLLEGE POSTERS	\$532.88
6/10/2010	2809	DEREK ALLEN PORTER	PROPERTY INSPECTION FOR 1313 NAT'L	\$1,000.00

WORK ORDERS

Doc #	Organization	Subject	Amount	Day
G1245.0-09.03	KIMLEY-HORN & ASSOCS	ENGINEERING SVCS	\$46,500.00	6/2/2010
G1245.0-09.03.01	KIMLEY-HORN & ASSOC	HAZ WASTE SERVICES - 1313 & 1344 NA	\$8,200.00	6/10/2010
G1245.0-09.04	KIMLEY HORN & ASSOCIATES	ENGINEERING SVCS SAN YSIDRO SWMPP	\$12,500.00	6/14/2010