



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 FAX 619.234.3407

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

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 - May 12, 2016
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 SILENCE electronics
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. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). 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. San Diego Metropolitan Transit System MS4 Phase II - Municipal Permit Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order 13.02 to MTS Contract No. G1492.0 with Parsons Brinckerhoff Inc. (Parsons) for MS4 Phase II Municipal Permit Compliance.
7. Enterprise Resource Planning / Transit Asset Management Implementation Services Agreement - Contract Amendment Approve
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 9 to MTS Doc. No. G1731.0-15 with Labyrinth Solutions, Inc. (LSI), to upgrade the current SAP Business Warehouse (SAP BW) version 7.4 to SAP BW 7.5, with a migration to the SAP high performance analytic appliance (SAP HANA).
8. San Diego Metropolitan Transit System (MTS) Task Order Contract Approval for Fashion Valley Station Second Elevator Project: Finding that Project is Exempt Under the California Environmental Quality Act Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order 13.12 for MTS Doc. No. G1496.0-13 with RailPros, Inc. to perform Design-Engineering Services for the Fashion Valley Station Second Elevator Project ("Project") and find the Project exempt under the California Environmental Quality Act ("CEQA").
9. Transit On Board Video Surveillance System Post-Warranty Maintenance, Repair, and Support Services - Sole Source Contract Award Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0645.0-16, with Apollo Video Technology (Apollo), on a sole source basis, for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet On Board Video Surveillance System (OBVSS) for two (2) base years with an option to extend for an additional three (3) years.
10. Taxicab Advisory Committee Lease Driver Member Election Results Approve
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
11. Taxicab Advisory Committee Permit Holder Member Election Results Approve
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
12. Portable Toilet Rental Services - Contract Award Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1881.0-16, with Diamond Environmental, for the provision of Portable Toilet Rental Services for five years effective July 1, 2016 through June 30, 2021.
13. Approval to Close Seven (7) J.P. Morgan Chase & Co. Bank Accounts Approve
Action would approve staff's recommendation to close seven (7) J.P. Morgan Chase & Co. bank accounts to consolidate bank activity.
14. HASTUS Regional Scheduling System Annual Software Maintenance and Support Services - Contract Award Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1883.0-16 with Giro, Inc., on a sole source basis, for the provision of HASTUS Regional Scheduling System (RSS) annual software maintenance and support services for one (1) base year with an option to extend for an additional two (2) years.

15.	<u>Investment Report - April 2016</u>	Information
16.	<u>Proposed Revisions to San Diego Metropolitan Transit System (MTS) Board Policy No. 52, "Procurement of Goods and Services" and Repeal of Board Policies No. 3, No. 5, No. 14 and No. 54</u> Action would: (1) Adopt the revisions to MTS Board Policy No. 52, "Procurement of Goods and Services"; (2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 52 Exhibit A relating to MTS's Statutory and Regulatory Requirements; (3) Repeal MTS Board Policy No. 3, "Design-Preparation Plans, Specifications and Estimates"; (4) Repeal MTS Board Policy No. 5, "Construction Contract Administration and Contractor Assurances"; (5) Repeal MTS Board Policy No. 14, "Relief from Maintenance and Responsibility and Acceptance of Work on Construction Contracts"; and (6) Repeal MTS Board Policy No. 54, "Rules of Procedure for MTS Administrative Hearings".	Approve
17.	<u>San Diego Metropolitan Transit System Automobile Leasing Service - Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1872.0-16, with Enterprise Fleet Management (Enterprise) for the provision of non-revenue Automobile Leasing Services, for a five (5) year base term and three (3) one year options, exercisable at MTS's sole determination.	Approve
18.	<u>San Diego Metropolitan Transit System (MTS) Bus Subcomponents Groups A to H - Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute five (5) five-year contracts for the provision of bus brake and axle-related subcomponents.	Approve
19.	<u>Resolution for Affordable Housing and Sustainable Communities (AHSC) Grant Program Joint Application</u> Action would: (1) Adopt a resolution in support of the Joint Application with Domus Development for the 2015-2016 AHSC grant cycle; and (2) Authorize the Chief Executive Officer to sign a transit agreement with Domus Development for the transfer of funds to MTS for a bus purchase to support additional transit service.	Approve
20.	<u>Motorola Regional Transit Management System Annual Maintenance and Support Services - Contract Amendment</u> Action would authorize the Chief Executive Officer (CEO) to execute Amendment 17 to MTS Doc. No. G0867.0-03 with Motorola, Inc. (Motorola) to extend the Regional Transit Management System (RTMS) post warrant annual maintenance and support agreement by three months, from July 1, 2016 through September 30, 2016.	Approve
21.	<u>Revisions to Ordinance No. 3 (Regulating Parking at MTS Parking Lots) and Board Policy No. 23 (Parking at MTS Facilities)</u> Action would approve the proposed changes to MTS Ordinance No. 3 and Board Policy No. 23, regulating parking at MTS facilities.	Approve

CLOSED SESSION

24. a. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6
Agency: San Diego Trolley, Inc. (SDTI)
Employee Organization: International Brotherhood of Electrical Workers, Local 465
and/or Public Transit Employees Association (Representing SDTI Train Operators,
Electromechanics, Servicers and Clerical)
Agency-Designated Representative: Jeff Stumbo
- Possible
Action
- b. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8
Property: The San Diego and Arizona Eastern Railway Company (SD&AE) Desert
Line from approximate Mile Post 60 to approximate Mile Post 130 (Division to Plaster
City) in San Diego and Imperial Counties
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers,
General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: Pacific Imperial Railroad, Inc. (PIR)
Under Negotiation: Price and Terms of Payment under Desert Line Lease and
Operating Agreement
- Possible
Action

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. Mobile Ticketing Services RFP (MTS RFP No. G1818.0-15): Protest by Bytemark, Inc. (Karen Landers and Rob Schupp)
- Deny
- Action would deny a protest filed by Bytemark, Inc. in response to MTS's award of a contract to GlobeSherpa following a competitive, negotiated request for proposal process for a mobile ticketing application.
31. Desert Line Lease and Operating Agreement: Consent to Sublease and Amendment to PIR-SD&AE - MTS Desert Line Lease and Operating Agreement (Karen Landers)
- Approve
- Action would authorize the Chief Executive Officer (CEO) to: (1) Consent to the Cali-Baja Joint Venture Sublease and Operating Agreement by and between Pacific Imperial Railroad, Inc. (PIR) and Baja California Railroad, Inc. (BJRR); and (2) Execute an amendment to the Desert Line Lease and Operating Agreement between MTS, San Diego & Arizona Eastern Railway (SD&AE), and PIR (MTS Doc. No. S200-12-560.1) modifying the payment terms and performance milestones.

REPORT ITEMS

45. Fiscal Year 2016 Third Quarter Performance Monitoring Report (Denis Desmond)
- Information
46. Operations Budget Status Report for March 2016 (Larry Marinesi)
- Information

60.	<u>Chairman's Report</u>	Information
61.	<u>Chief Executive Officer's Report</u>	Information
62.	<u>Board Member Communications</u>	
63.	<u>Additional Public Comments Not on the Agenda</u> If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.	
64.	<u>Next Meeting Date:</u> July 14, 2016	
65.	<u>Adjournment</u>	

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

DRAFT MINUTES

May 12, 2016

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:04 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 April 14, 2016, MTS Board of Directors meeting. Mr. McClellan seconded the motion, and the vote was 11 to 0 in favor with Mr. Alvarez, Mr. Roberts, Ms. Salas and Ms. Zapf absent.

3. Public Comments

Steve Padilla – Mr. Padilla ceded his speaking time to Miguel Aguirre.

Miguel Aguirre – Mr. Aguirre represents Grand Central West, LLC. He discussed the history of the McDonald's building at the San Ysidro Transit Station. He stated that they had a civil engineer prepare an analysis on the structure of the second floor of the McDonald's building. Mr. Aguirre discussed the history and development of the bus access terminal. He commented that the policies are not sustainable and are harming the cross border mobility.

Jose Sahagun – Mr. Sahagun is the owner of Rapid Connection, LLC. He stated that he is a member of the Border Transportation Council (BTC). The BTC drafted a letter stating they want Rapid Connection and Tufesa to have exclusive access to their buses from their offices located inside the McDonald's building. He provided a handout to the Board of Directors with his comments and diagrams (handout is included in final meeting packet).

Lorraine Leighton – Ms. Leighton inquired about the bus stops being removed from bus route 864. She stated that a bus driver told her that the ramps were only for wheelchairs and not for people on crutches. She also stated that another driver told her they didn't have time to deploy the ramp to enter the bus. Ms. Leighton said that these issues need to be addressed with the training departments.

John Loomer – Mr. Loomer commented that buses are becoming less accessible for people in walkers. He said there is not enough seating on the buses. Mr. Loomer stated that he had to let three route 7 buses go by before he was able to have room to sit on the bus with his walker. He provided recommendations on how there could be more seating space on the buses. Mr. Loomer asked if staff could respond to him in a timely manner.

CONSENT ITEMS

6. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on April 12, 2016
7. San Diego Metropolitan Transit System (MTS) Heavy Duty Service Trucks - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0637.0-16 with Sunroad Auto LLC, doing business as Kearny Pearson Ford for the purchase of three (3) heavy duty service trucks to support MTS's transit operations.
8. California Governor's Office of Emergency Services (CalOES) California Transit Security Grant Program (CTSGP Funding, Fiscal Year 2015-2016
Action would approve Resolution No. 16-11, authorizing the use of, and application for, \$2,779,445 of California CTSGP for capital projects that provide increased protection against security and safety threats, and/or increases the capacity of transit operators to prepare for and provide disaster-response transportation systems.
9. Bus Bench Advertising and Maintenance - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1805.0-15 with Coast United Advertising for the provision of bus bench advertising and maintenance services.
10. Revisions to San Diego Metropolitan Transit System (MTS) Ordinance No. 5, Providing Authority for Taxicab Regulatory Inspectors to Enforce Additional Local and State Ordinances Relating to For-Hire Transportation Regulation
Action would: (1) Adopt the proposed amendments to Ordinance No. 5, An Ordinance Relating to the Enforcement Authorities of Code Compliance Inspectors, Assistant Code Compliance Supervisors, the Code Compliance Inspection Supervisor, and Taxicab Inspectors I & II; and (2) Direct publication of a summary of the amendments to Ordinance No. 5.
11. Revisions to San Diego Metropolitan Transit System (MTS) Ordinance No. 11, Providing for the Licensing and the Regulating of Transportation Services Within the City by the Adoption of a Uniform Paratransit Ordinance
Action would: (1) Adopt the proposed amendments to Ordinance No. 11, An Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the Adoption of a Uniform Paratransit Ordinance; and (2) Direct publication of a summary of the amendments to Ordinance No. 11.
12. San Diego Metropolitan Transit System (MTS) SAP Tier 3 Production Support Services - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1865.0-16 with Peloton Alliance; MTS Doc. No. G1911.0-16 with Labyrinth Solutions, Inc., and MTS Doc. No. G1912.0-16 with EPI-USE, for the provision of various SAP Tier 3 Support Services on an as-needed basis for one base-year, and four optional one-year performance periods to be exercised at MTS's sole determination.
13. Investment Report - March 2016

BOARD COMMENTS – CONSENT ITEMS

Mr. Cunningham commented on consent item number 6 and said that he is pleased to see the progress with the Desert Line. He also commented on consent item number 8 and said he is happy to see this grant application to further fund the security of our transit system.

Ms. Zapf asked about consent item number 8 and if MTS was already approved for the grant money. Mr. Jablonski replied that this item is to approve submitting an application for the grant money. Ms. Zapf asked for clarification on the taxicab ordinance changes. Bill Kellerman, Taxicab Administration Manager, replied that we are authorizing our taxicab inspectors to be able to enforce additional sections already in the California Vehicle Code.

Action on Recommended Consent Items

Mr. Cunningham moved to approve Consent Agenda Item Nos. 6 – 13. Ms. Zapf seconded the motion, and the vote was 14 to 0 in favor with Mr. Alvarez absent.

CLOSED SESSION

24. Closed Session Items

The Board convened to Closed Session at 9:22 a.m.

- a. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6
Agency: San Diego Trolley, Inc. (SDTI)
Employee Organization: International Brotherhood of Electrical Workers, Local 465 (Representing SDTI Train Operators, Electromechanics, Servicers and Clerical)
Agency-Designated Representative: Jeff Stumbo

The Board reconvened to Open Session at 9:34 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a status report from negotiators and no action was taken.

NOTICED PUBLIC HEARINGS

25. Proposed Fiscal Year 2017 Operating Budget (Mike Thompson)

Mike Thompson, Director of Financial Planning and Analysis, provided a presentation on the proposed fiscal year (FY) 2017 operating budget. Mr. Thompson reviewed the budget development process. He noted that MTS uses a zero based budgeting process and the process begins in December. He reviewed the subsidy revenue assumptions, passenger level revenue assumptions and the revenue projections for FY 2017. Mr. Thompson discussed service levels and expense assumptions for personnel and purchased transportation. He discussed the expense assumptions for energy costs including electricity, compressed natural gas (CNG), diesel and gasoline. He reviewed the large number of projects within the FY 2017 operating budget. Mr. Thompson discussed the overall expense projections for FY 2017. He

reviewed the consolidated revenues less expenses and the five year projection for the operating budget. Lastly, Mr. Thompson discussed the ongoing concerns including the economy; state and local laws impacting operating expenses; energy; ADA Paratransit service levels; trolley capacity constraints; and pension investment returns. Mr. Jablonski noted that the Budget Development Committee (BDC) will begin to meet more frequently regarding some ongoing concerns related to the budget. He noted that some of the impending concerns regard the minimum wage laws, State Transit Assistance (STA) funding, storm water regulations, increase in ADA Paratransit services, and the pension investment returns. Mr. Thompson reviewed the staff recommendation and asked for questions and comments.

PUBLIC COMMENTS

Louis Pruitt – Mr. Pruitt commented about the Access buses. He stated that people 60 years of age and over should be allowed to use that service, in addition to the people with special needs.

Lorraine Leighton – Ms. Leighton inquired about bus service if there is a black out in the city. She stated that diesel buses should be kept in service in case there is a black out and the CNG buses cannot be fueled.

BOARD MEMBER COMMENTS

Mr. Roberts commented that the BDC has met several times and has carefully reviewed the budget documents. He noted that numbers have been adjusted as much as possible to keep MTS in a good position with the budget.

Mr. Gloria inquired if staff will begin using a different system than Excel to conduct the budget process. Mr. Thompson replied that the next budget will be made using SAP. Mr. Gloria inquired about the formula issue resulting in a decline in STA funding. Mr. Jablonski replied that there were questions brought to the State Controller's Office (SCO) regarding the STA formula and as a result, the SCO revamped the formula which resulted in the decrease in funding for many state transit agencies. Mr. Jablonski stated that the California Transit Association (CTA) is working with the transit agencies and they have recently submitted trailer bill language for the state budget which would reverse the funding back to the previous STA formula. He noted that there is no current opposition to the trailer bill language, so it is hopefully that it will be passed. Mr. Gloria asked if MTS can utilize Noble more than SDG&E for energy consumption since Noble's cost is more reasonable. Mr. Thompson replied that we are utilizing Noble as much as possible and are constantly looking to minimize the energy costs. Mr. Gloria inquired about the Transit Optimization Plan and asked if we could see reductions in cost as a result of this plan. Mr. Jablonski replied that it is possible to see cost reductions, but the main purpose of this plan is to validate that the services and operations have been running properly. Mr. Jablonski noted that it will also show what our priorities should be when investing in the future. He said that future money will also depend on the ballot measure.

Ms. Zapf commented on the higher expenses, lower reported ridership, storm water regulation costs and the minimum wage laws. She inquired if the five year projection will be updated to reflect the new minimum wage laws. Mr. Jablonski replied that staff is currently working on completing analyses on storm water regulation costs and minimum wage laws and will be bringing that report to the BDC for discussion. He said the report can also be brought to the Board for review and discussion. Ms. Zapf inquired about the decrease in ridership. Mr.

Jablonski replied that the decrease in ridership has been seen throughout the country. He said the decrease is a result of many things including lower gas prices, increases in people having jobs and making the choice to buy a car.

Mr. Sandke inquired about the status of compass card technology. Mr. Jablonski commented that staff has been meeting frequently with Cubic and they are getting closer to a stored value option. He also stated that we are working on PCI compliance and fare technology. Mr. Jablonski noted that there is an internal task force to work on these matters.

Mr. Cunningham inquired about the increase in San Diego Transit Corporation (SDTC) pension costs. He asked if the change in the mortality rate had already been adopted by CalPERS or if we are out in front of this issue. Mr. Thompson replied that CalPERS has not yet adopted these new mortality rates. Mr. Cunningham asked if there were any other agencies that have adopted the new mortality rate standard. Mr. Marinesi replied that there have been agencies that have adopted it, but he did not have the list at the moment. Mr. Marinesi noted that he would get the list of agencies. Mr. Cunningham asked what our 10 year average return is for the SDTC pension. Mr. Marinesi replied the return is under 6.0%. Mr. Cunningham said he is concerned that a 0.5% change is large and asked whether it would have been better to wait for another year before changing the assumed return on investment. Mr. Marinesi replied that staff worked with both the actuarial consultant and the investment consultant, and they both felt that this was a good step in the right direction to reduce the return from 7.5% to 7.0%. He noted that these evaluations will be reviewed annually. Mr. Cunningham requested that the actuarial consultants come mid-year to discuss this matter further with the Board.

Action Taken

Mr. Minto moved to (1) Hold a public hearing, receive testimony, and review and comment on the fiscal year (FY) 2017 budget information presented in this report; and (2) Enact Resolution No. 16-12 adopting the operating and capital budget for MTS and approving the operating budgets for San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contract Services and the Coronado Ferry. Mr. McClellan seconded the motion, and the vote was 14 to 0 in favor with Mr. Alvarez absent.

DISCUSSION ITEMS:

30. None.

REPORT ITEMS

45. Annual Security Report - January 2015 through December 2015 (Manny Guaderrama)

Manny Guaderrama, MTS Chief of Police, provided the annual security report for calendar year 2015. Mr. Guaderrama reviewed transit enforcement components and staff included in the department. He reviewed the Part I crimes on the trolley and noted that MTS now has access to ARJIS, which is the same program that other law enforcement agencies utilize. He compared the Part I crimes between the ARJIS data and MTS response data, as well as the comparison of Part I crimes between MTS and Los Angeles. Mr. Guaderrama reviewed Part II crimes on the trolley. He discussed the calls for security service on the bus side, including the Part I crimes and Part II crimes. Mr. Guaderrama discussed the assault statistics and noted that 143 of the

301 assaults on the bus and trolley were on MTS employees. He reviewed the Joint Agency Task Force (JATF) results from February 2015 to February 2016. Mr. Guaderrama provided results for fare inspections and citations. He noted that there was a 12% increase in fare inspections and a 13% increase in citations in 2015. There were 19 special enforcement details, which result in the fare evasion rate on the trolley. The fare evasion rate for 2015 was 2.75%. He discussed the SDM inspection pilot and the results of the increased enforcement on SDM violations. Mr. Guaderrama also discussed quality of life details, the new beat structure, new and future training and the new security contract with Universal Protection Services. Lastly, he discussed future strategies including efficient deployment of resources, a records management system, researching a passenger suspension program and funding opportunities for the JATF.

Ms. Landers commented that she and Mr. Guaderrama are currently working with various community groups in the city and downtown area to find ways to address the quality of life issues in and around the transit system.

Mr. Minto inquired if MTS is involved in the graffiti tracker program. Mr. Guaderrama replied yes. Mr. Minto commented that other jurisdictions should be made aware of new ordinances that are adopted in other cities. Mr. Minto commented that he is pleased to see the proactive steps that have been taken to drive down crime on the system.

Ms. Cole inquired about the differences between the Code Compliance Inspectors (CCIs) and Transit System Security (TSS) officers regarding training and carrying weapons. Mr. Guaderrama replied that the CCIs do not carry firearms, but about 50% of TSS officers do carry firearms. Ms. Cole inquired about the amount training done between CCIs and TSS officers. Mr. Guaderrama replied that most of their training is similar, but MTS does not provide the training for TSS officers. The contractor, UPS, is responsible for the TSS officer training. Mr. Jablonski noted that UPS was recently bought out by Allied Barton.

Ms. Zapf commented that many of the crimes being committed could be coming from the lawless people from the AB 109 early release program and not just homeless people.

Action Taken

No action taken. Informational only.

60. Chairman's Report

There was no Chairman's report.

61. Chief Executive Officer's Report

Mr. Jablonski reported that he traveled to Chicago for an emergency APTA Executive Committee meeting, which was paid for by APTA. He also traveled to Washington, D.C. for an APTA Finance Committee.

62. Board Member Communications

There were no Board Member communications.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is June 9, 2016.

65. Adjournment

Chairman Mathis adjourned the meeting at 11:17 a.m.

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): May 12, 2016

CALL TO ORDER (TIME): 9:04 a.m.

RECESS: _____

RECONVENE: _____

CLOSED SESSION: 9:22 a.m.

RECONVENE: 9:34 a.m.

PUBLIC HEARING: 10:09 a.m.

RECONVENE: 10:38 a.m.

ORDINANCES ADOPTED: 2

ADJOURN: 11:17 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ALVAREZ	☐ (Cate) ☐		
BRAGG	☒ (Spriggs) ☐	9:04 a.m.	11:17 a.m.
COLE	☒ (Cate) ☐	9:04 a.m.	11:17 a.m.
CUNNINGHAM	☒ (Mullin) ☐	9:04 a.m.	11:17 a.m.
GASTIL	☒ (Jones) ☐	9:04 a.m.	11:17 a.m.
GLORIA	☒ (Cate) ☐	9:04 a.m.	11:17 a.m.
MATHIS	☒	9:04 a.m.	11:17 a.m.
MCCLELLAN	☒ (Ambrose) ☐	9:04 a.m.	11:17 a.m.
MCWHIRTER	☒ (Arapostathis) ☐	9:04 a.m.	11:17 a.m.
MINTO	☒ (McNelis) ☐	9:04 a.m.	11:17 a.m.
RIOS	☒ (Sotelo-Solis) ☐	9:04 a.m.	11:17 a.m.
ROBERTS	☒ (Cox) ☐	9:06 a.m.	11:17 a.m.
SALAS	☒ (Miesen) ☐	9:06 a.m.	11:17 a.m.
WOIWODE	☐ (Sandke) ☒	9:04 a.m.	11:17 a.m.
ZAPF	☒ (Cate) ☐	9:06 a.m.	11:17 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

Kamran



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

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM MS4 PHASE II – MUNICIPAL
PERMIT**

RECOMMENDATION:

That the San Diego Metropolitan Transit System (SDMTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order 13.02 to MTS Contract No. G1492.0 (in substantially the same format as Attachment A) with Parsons Brinckerhoff, Inc. (Parsons) for MS4 Phase II Municipal Permit Compliance.

Budget Impact

The total cost of this agreement would not exceed \$1,318,100.00 over the entire term of the Agreement, reflective of a five (5) year Work Order (WO) term. The fiscal year budget impacts for the entire five (5) year term are estimated below. Costs will be paid from the Land Management Department operating budget (791010-571250).

Estimate Cost Summary	
Term (in Years)	Yearly Costs
2016 – 2017	\$ 560,000
2017 – 2018	\$ 441,200
2018 – 2019	\$ 163,500
2019 – 2020	\$ 84,100
2020 – 2021	\$ 69,300
Total Award:	\$ 1,318,100



DISCUSSION:

State law gives the California Regional Water Quality Control Board (State Water Board) authority to regulate water quality. The State Water Board does this partially by establishing regulations and requiring public agencies to obtain a permit for storm water discharges. San Diego Metropolitan Transit System (MTS) is currently in the process of being enrolled as a permittee under the State Water Board's MS4 general permit. Once an MS4 permit for MTS is in place, MTS will be required to have a formal plan committing to various storm water management, monitoring, reporting, education/outreach, illegal discharge detection and elimination, construction site requirements, and pollution prevention measures. Currently, MTS has storm water plans in place for its maintenance facilities and construction projects, but no formal, overall review and plan has been conducted for all of MTS's real property, transit stations, and railroad right-of-way. In addition, MTS does not have a formal public education program in place. In order to comply with the MS4 permit, MTS will need to develop and implement a system-wide program. Development and implementation of a comprehensive storm water plan and program for MTS requires the expertise of outside environmental and engineering consultants.

MTS Policy No. 52 governing the procurement of Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services, and Construction Project Management Services that are in excess of one hundred thousand dollars (\$100,000) are awarded in accordance with the provisions of Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code and the federal Brooks Act (if federally funded).

On April 19, 2016, MTS issued a Request for Statements of Qualifications (SOQ) in accordance with California Government Code, commencing with Section 4525, to three (3) pre-qualified On-Call Architectural and Engineering Firms for MS4 Phase II Municipal Permit Compliance Services, as identified below:

Pre-Qualified Firm	MTS Doc. No.
Parsons Brinckerhoff, Inc.	G1492.0-13
Kimley Horn & Associates	G1493.0-13
PGH Wong	G1495.0-13

On May 4, 2016, MTS received a total of two (2) SOQ proposals from the following Firms:

1. Parsons Brinckerhoff, Inc. (Parsons)
2. Kimley Horn & Associates (Kimley Horn)

The third Firm, PGH Wong, chose not to provide a response to the request for Statements of Qualifications (SOQ).

A selection committee, consisting of representatives from the MTS Safety, Bus Operations, and Facilities Operations – Contract Services departments, met and scored the statement of qualifications, with cost being excluded as a factor per California Government Code 4525:

1.	Qualifications and Experience with similar MS4 Permittees	40%
2.	Proposed Team and Staff	40%
3.	Implementation Plan	20%
		Total 100%

After the initial evaluation of submitted Qualifications, Parsons Brinckerhoff, Inc. was found to be the most highly qualified as to provide the MS4 Phase II Municipal Permit Consultant Services.

PROPOSER NAME	TOTAL AVG. TECH. SCORE	RANK
Parsons	90.67	1
Kimley	76	2
PGH Wong	0	3

As a result of the final rankings of each Firm, MTS opened Parsons Brinckerhoff, Inc.'s cost proposal only, as the most highly ranked, and entered into negotiations with the Firm as to reduce the direct costs (hourly level of effort) of the required services.

MTS was able to reduce the overall hourly level of effort associated with performance of the requested services from 8,644 labor hours to a revised 7,109 labor hours resulting in an estimated savings of \$250,120 as identified below:

FIRM NAME	<u>Original Proposed Hours</u>	<u>Total Original Proposed Project Costs</u>
Parsons Brinckerhoff, Inc.	8,644	\$ 1,568,238

FIRM NAME	<u>Negotiated Proposed Hours</u>	<u>Total Negotiated Project Costs</u>
Parsons Brinckerhoff, Inc.	7,109	\$ 1,318,118

FIRM NAME	Total Savings
Parsons Brinckerhoff, Inc.	\$ 250,120

As such, Parsons Brinckerhoff, Inc.'s technical proposal is the most highly qualified and negotiated costs are determined as fair and reasonable as a result of the reduction in labor hours associated with Firm's performance.

Therefore, staff recommends that the San Diego Metropolitan Transit System (SDMTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Work Order No. 13.02. under MTS Contract No. G1492.0-13 (in substantially the same format

as Attachment A) with Parsons Brinckerhoff, Inc. for MS4 Phase II Municipal Permit Compliance for a total term of five (5) years.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contacts: Karen Landers, 619.557.4512, karen.landlers@sdmts.com

Attachment: A. Draft Work Order 13.02; MTS Contract No. G1492.0-13

May 26, 2016

MTS DOC No. G1492.0-13
Work Order 13.02

Mr. Rex Plummer
Project Manager
Parsons Brinckerhoff, Inc.
401 B Street, Suite 1605
San Diego, CA 92101

Dear Mr. Plummer:

Subject: MTS DOC. NO. G1492.0-13, WORK ORDER 13.02; GENERAL ENGINEERING AND
REAL ESTATE SERVICES FOR MS4 PHASE II MUNICIPAL PERMIT COMPLIANCE
SERVICES

This letter shall serve as Work Order No. 2 to our agreement for professional services, under the
General Engineering Consultant Agreement, MTS Doc. No. G1492.0-13, as further described
below.

SCOPE OF SERVICES

Provide MS4 Phase II Municipal Permit Compliance Services as described in the Scope of Work
attached as Attachment A – Scope of Work.

SCHEDULE

The period of performance shall commence July 1, 2016 and expire June 30, 2021, unless
otherwise extended through an Amendment to this Work Order Agreement.

PAYMENT

Payment shall be in accordance with the negotiated costs attached as Attachment B – Negotiated
Cost Proposal and Schedule of Fee's.

If you agree with the above, please sign below, and return the document marked "Original" to the
Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.
Retain the other copy for your records.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Rex Plummer
Parsons Brinckerhoff, Inc.

Date: _____

Date: _____

Attachments: A. Scope of Work
B. Negotiated Cost Proposal and Schedule of Values

ATTACHMENT A - SCOPE OF WORK

1. PROJECT BACKGROUND AND GOAL

The State Water Resources Control Board (SWRCB) promulgated new requirements for stormwater discharges for small Municipal Separate Storm Sewer System (MS4) on July 1, 2013 by Order No. 2013-0001-DWQ 2013, hereinafter referred to as the "General Order" (Attachment A). The San Diego Metropolitan Transit System (MTS) was not originally designated as a new Non-Traditional Small MS4 Permittee that was required to enroll under the General Order. However, the San Diego Regional Water Quality Control Board (Regional Board) has informed MTS that the Regional Board intends to exercise its authority to require MTS to enroll under the General Order as a new Non-Traditional Small MS4 Permittee by the end of 2016. Therefore, MTS must develop a plan to complete the tasks set forth in the provisions of the General Order in the appropriate time frame. Firm shall assist MTS in developing a plan to comply with the Phase II (MS4) General Order and assist MTS in the enrollment process.

2. SCOPE OF WORK

Firm shall prepare the required documents and develop comprehensive compliance programs as required for the MS4 permit as outlined in the General Order. MTS and the Regional Board will consult on how the timing of the activities required in the General Order will apply to MTS's mid-Permit enrollment under the General Order. Firm shall become familiar with the General Order (Attachment A) and the Guidance Document (Attachment B) to assist in the preparation of a project proposal to MTS.

Please note that the Guidance Document is not meant to be a rigid schedule for implementation but a framework listing the minimum timeframe for which certain tasks and programs must be developed and implemented.

It is expected that as the overall program progresses, MTS will choose to implement certain strategies, programs, and tasks to suit its operational needs and objectives that may not correspond exactly to the guidance document.

The project schedule will be driven by the requirements of the Phase II MS4 General Order and through negotiations with the Regional Board. A general summary of anticipated tasks is provided below. However, the Firm shall determine its applicability and may propose expanding the tasks in order to meet the MS4 permit requirements, the Guidance Document's schedule and anticipated Regional Board requirements.

3. TASKS

Upon issuance of specific single or multiple Work Order's, Firm shall provide the following services:

- 3.1. Stormwater Management Plan (SWMP) Existing Condition Review: Firm shall conduct a comprehensive SWMP Existing Condition Review to determine areas of existing water quality compliance approaches and areas for improvement for all MTS operational areas as designated by MTS including but not limited to bus and trolley stations/stops, facilities, owned or leased properties, MTS and San Diego and Arizona Eastern Railroad Company (SD&AE) right-of-ways, current and future construction sites, and other areas identified by the MS4 permit requirements.

Following the conclusion of the Existing Condition Review, Firm shall provide documentation which specifically identifies all existing conditions and recommendations for improvement to ensure MTS's compliance with the MS4 permit requirements. MTS reserves the right to select which, if any, of the recommendations to implement to ensure its compliance with MS4 permit.

Following MTS's written direction to the Firm for implementation of recommendations, Firm shall develop a comprehensive plan, including a time frame, outlining in detail the required actions and steps needed to implement MTS's approved recommendations.

After receiving written confirmation from MTS, Firm shall assist MTS in enrolling under the General Order and, as directed by MTS, implementation of the actions and steps approved by MTS for MS4 permit compliance.

- 3.2. Program Administration and Quality Assurance: When and as directed by MTS, organize facilitate and attend monthly meetings (both conference call and in-person) and provide regular detailed monthly progress reports regarding program phasing, status and implementation. Oversee the project schedule, budget, deliverables, and cost in accordance with the term of this contract. Provide Quality Assurance and Quality Control reviews of all Deliverables.
- 3.3. Stormwater Management Plan (SWMP) updates: Future updates to the SWMP document shall fully comply with the implementation schedules in the General Order and as required by the Regional Board and are to be incorporated in the SWMP at a time not later than their appropriate fiscal year deadline. The direction of the proposed SWMP shall be closely coordinated and reviewed with designated MTS staff.
- 3.4. Stakeholder Interviews: When and as directed by MTS, Firm shall conduct no more than four (4) one hour stakeholder interviews to obtain additional information regarding areas of required compliance and MTS specific storm water conditions.
- 3.5. Reporting: When and as required, Firm shall be responsible for providing additional reports, in support of MTS' MS4 Phase II efforts, not to exceed 16 hours.
- 3.6. Education and Outreach Program (Provision F.5.b):
 - 3.6..1. Develop and implement a comprehensive stormwater public education and outreach program based upon the compliance option selected by MTS. The program shall include strategies that establish education based tasks. (F.5.b.2)
 - 3.6..2. Develop and implement a training program for applicable MTS staff and site operators (maintainers and contractors) that may come in contact or observe an illicit discharge or illegal connection. Training program shall include: reporting procedures, training of new staff, yearly assessments, and follow up training. (F.5.b.3)
 - 3.6..3. Develop and implement a biennial training program for applicable MTS staff and site operators (maintainers and contractors) on pollution prevention/good housekeeping techniques. Training program shall include the development of clear guidance on appropriate stormwater Best Management Practices (BMPs) at MTS facilities and during typical operation and maintenance activities. Program shall include ways to assess staff knowledge and provide oversight of BMPs by contractors. (F.5.b.4)

- 3.7. Public Involvement and Participation Program (Provision F.5.c): Involve MTS staff and site operators in the development and implementation of the program.
- 3.8. Illicit Discharge Detection and Elimination (Provision F.5.d):
 - 3.8..1. Develop an easily updatable Outfall Map by coordinating with adjacent Phase I MS4 Permittees, visual inventories, and site visits. (F.5.d.1)
 - 3.8..2. Develop a program to perform field sampling to detect illicit discharges, and, as directed, perform the field sampling. (F.5.d.2)
 - 3.8..3. Develop written procedures for conducting investigations of all non-stormwater discharges suspected to be illicit. Procedures shall include approaches to eliminate illicit discharges and suggested corrective actions (e.g., BMPs). As directed, determine, document, and report the source of all non-stormwater discharges discovered through investigations. (F.5.d.3)
- 3.9. Construction Site Runoff Control Program (Provision F.5.e): Assess changes needed in MTS's existing Construction Site Runoff Control Program. This includes following up and refining the program to track, file, inspect, make recommendations for enforcement, and compile the SWPPP construction documents from ongoing construction projects. Provide SWPPP review and site inspection services as requested.
- 3.10. Pollution Prevention/Good Housekeeping (Provision F.5.f):
 - 3.10..1. Create an inventory of MTS and SD&AE owned or operated facilities that are a threat to water quality. (F.5.f.1)
 - 3.10..2. Create a map of facilities that identifies the stormwater drainage system and the receiving waters that receive the discharge. (F.5.f.2)
 - 3.10..3. Develop and, as directed, implement a program to inspect and assess pollutant discharge potential and identify pollutant hotspots for non-Industrial General Permit (non-IGP) facilities. Document and report assessment procedures and results. (F.5.f.3)
 - 3.10..4. Develop and, as directed, implement a program to prepare Stormwater Pollution Prevention Plans (SWPPPs) for pollutant hot spots for non-IGP facilities that identifies a set of stormwater Best Management Practices (BMPs) to be installed, implemented, and maintained. (F.5.f.4)
 - 3.10..5. Develop and, as directed, implement a program to conduct regular inspections of non-IGP facilities in regard to pollutant discharges, BMPs, and storm drain outfalls at prescribed frequencies. Program shall include creating templates, developing, recording, and documenting procedures of inspections and remedial actions. (F.5.f.5)
 - 3.10..6. Develop and, as directed, implement a program to assess and prioritize non-IGP facility storm drain systems including catch basins, pipe and pump infrastructure, above ground conveyances, and receiving waterbodies. (F.5.f.6)
 - 3.10..7. Develop and, as directed, implement a program to clean and maintain non-IGP facility storm drain systems including catch basins, pipe and pump infrastructure, and ground conveyances. Develop a procedure to dewater and dispose of materials extracted from catch basins. (F.5.f.7)
 - 3.10..8. Develop and, as directed, implement a program to assess Operations and Maintenance (O&M) activities for pollution discharge potential for non-IGP facilities. This program shall be aimed at implementing a set of BMPs that will reduce the discharge of pollutants as a result of O&M activities. (F.5.f.8)
 - 3.10..9. Develop and, as directed, implement a program which focuses on pollution prevention, source control BMPs, and landscaping design and maintenance to reduce the amount of

pesticides, herbicides, and fertilizers used during operation and activities for non-IGP facilities. Program shall include evaluation of currently used pesticides, herbicides and fertilizers, and shall educate applicators of stormwater issues. (F.5.f.9).

- 3.10..10. Assess MTS's IGP facilities in regard to the applicability to the MS4 requirements and provide recommendations and oversight to ensure conformance to the MS4 provisions.
- 3.11. Post Construction Stormwater Management Program (Provision F.5.g):
 - 3.11..1. Develop a MTS specific guidance document that thoroughly outlines stormwater quality requirements for development projects within MTS's jurisdiction. The guidance document should include documentation and reporting requirements to show justification and/or calculations that meet the conditions of the General Order and MTS's specific needs. (F.5.g.1 & F.5.g.2)
 - 3.11..2. Determine if an Alternative Post-Construction Stormwater Management Program is advantageous. Develop alternative post construction measures, if necessary. (F.5.g.3)
 - 3.11..3. Implement an Operation and Maintenance (O&M) verification program for post construction Stormwater Management Measures. (F.5.g.4)
- 3.12. Program Effectiveness Assessment and Improvement (Provision F.5.h):
 - 3.12..1. Develop and, as directed, implement a Program Effectiveness Assessment and Improvement Plan that tracks short and long-term progress of the program. The plan shall identify the strategy to gauge the effectiveness of BMPs and program implementation as a whole. (F.5.h.1)
 - 3.12..2. Identify program modifications based on the effectiveness assessment to improve BMPs and shift priorities to make more effective use of resources. (F.5.h.2)
- 3.13. Total Maximum Daily Loads (TMDL) Compliance Requirements (Provision F.5.i): Complete a TMDL Implementation Report that includes: BMP assessment in attaining the waste-load allocations, monitoring data, and effectiveness assessment.
- 3.14. Annual Reporting and Program Management (Provision F.5.j): Prepare annual reporting requirements and formats to be submitted for each task in the time period specified and required by the Regional Board. Provide as needed assistance to evaluate and verify SWPPPs and update in California's Stormwater Multi-Application, Reporting, and Tracking System (SMARTS) system.

4. MTS, FIRM & THIRD PARTY COLLABORATION:

Firm shall be required to work in collaboration with MTS and any other third party, with which MTS has a contract, related to SWMP, SWPPP, and/or MS4 Phase I & Phase II permitting.

5. BUDGET AND SCHEDULE

Firm will be responsible to develop a proposal for the scope and fee's for developing the program and for implementing requirements during the upcoming year's MS4 permit compliance efforts after an initial scoping meeting. The purpose of the initial scoping meeting is to discuss MTS resources and information to be provided to the Firm to complete each task, and to discuss the Firm's approach for each specific task. Several tasks require the Firm to become familiar with MTS's current operations and maintenance program, system, and overall culture. This familiarity will allow the Firm to tailor the scope and fee to most efficiently develop and implement the programs required by each task. This effort will be initiated during the initial scoping meeting.

Scope and fees will be established on a yearly basis based on fully burdened hours rates and level of effort for each task for the tasks associated within the timeframe specified within the Guidance Document (Attachment B). Level of effort shall be negotiated between MTS and Firm for each task.

6. DELIVERABLES

Firm will be required to submit written procedures, reports, report updates, memorandums, implementation plans, monitoring plans, evaluation reports, and any other documents required by the Scope of Work or as necessary to obtain the Phase 2 – MS4 Permit. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Firm to any third party.

Firm shall provide with each work Order proposal a work plan showing the deliverables schedule as well as other relevant date needed for Firm's work control.

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

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

7. MTS ACCEPTANCE OF SERVICES:

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

Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE.

Firm shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

8. DEFICIENT WORK PRODUCT:

Throughout the design or implementation phases associated with the Phase II permit development and approval services, if any work product provided by Firm is found to be deficient and the deficiently delays any portion the permits approval, Firm shall bear the full burden of their deficient

work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Paying applicable delay fees,
- Revising provided documents,

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

9. ATTACHMENTS

- Attachment A - General Order 2013-0001-DWQ 2013 (2013 Phase II permit)
- Attachment B - General Order MS4 Phase II Guidance Document.

Attachment D – March 25, 2016 Letter from Regional Board re Enrollment

ATTACHMENT B - NEGOTIATED COST PROPOSAL

COST ESTIMATE SUMMARY - MTS MS₄ PERMIT

OVERVIEW

WSP | Parsons Brinckerhoff has developed a cost estimate for this assignment using our best knowledge of the overall permitting process and our existing but incomplete knowledge of MTS facilities. We have provided an estimate for each yearly permit milestone which is based on the scope of work and schedule provided in the proposal. The exact extent of effort required for the full 5-year implementation effort cannot be fully known until the completion of the plan in Phase 1 (including Enrollment Phase and Permit Year 1). Estimated fees for permit years 2 through 5 may need to be amended based on the outcome of Phase 1. From our experience though, we would not anticipate a change of any significant magnitude.

Assumptions:

- Assume up to 4 stakeholder interviews (per RFP),
- Assume Additional Program Management Reporting not to exceed 16 hours (per RFP),
- Assume Public Involvement and Participation Program limited to labeling all storm drain inlets and inclusion of a website program integrating storm water awareness messages and information on a publically accessible website,
- Assume field sampling and reporting for illicit discharges limited to 3 occurrences,
- Assume hot spots limited to 3 locations,
- Assume contract terms beyond year 3 will remain in full force and effect to finalize the 5 year permit program (including escalation rates of 3% per SANDAG's Master A&E Agreement).

Cost Estimate:

The full SANDAG/MTS cost estimate is included in Exhibit B which itemizes work efforts up to the end of each fiscal year (2016 to 2021) for WSP | Parsons Brinckerhoff and Michael Baker International. The full work effort for the Enrollment Phase and Permit Year 1 is a compilation of costs for Fiscal Year 2016 and 2017. An overview of costs is presented below.

Enrollment Phase and Permit Year 1: (Total Estimated Cost = \$560,000)

- Data Acquisition and Review
- Jurisdictional Mapping
- Implementation Plan
- Application Assistance
- Stormwater Management Plan
- Stakeholder Interviews
- Program Management Reporting
- Construction Site Runoff Control Program
- Guidance Document for Post Construction BMPs
- Program Effectiveness Assessment and Improvement Plan
- TMDL Compliance Requirements
- Annual Report

Permit Year 2 (Total Estimated Cost = \$441,200)

- Public Education and Outreach
- Illicit Discharge Detection/Elimination
- Drainage System Inventory
- Drainage System Mapping
- Non-IGP Drainage System Assessment Program
- Non-IGP Facility Landscape Assessment Program

- IGP Facility Assessment
- Alternative Post Construction Stormwater Management Program
- Post Construction Operation and Maintenance (O&M Verification Program)
- Annual Report

Permit Year 3 (Total Estimated Cost = \$163,500)

- Training Program
- Biennial Training Program
- Public Involvement and Participation Program
- Non IGP Facility Pollutant Assessment/ Hotspot Identification
- Non-IGP Drainage System Maintenance Program
- Non-IGP Facility O&M Activity Assessment
- Annual Report

Year 4 (Total Estimated Cost = \$84,100)

- Non-IGP Facility Pollutant Hotspot SWPPP Program
- Annual Report

Year 5 (Total Estimated Cost = \$69,300)

- Non IGP Facility Inspection Program
- Program Modifications
- Annual Report

Total MS4 5 Year Program Estimated Cost = \$1,318,100

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Summary**

Att. A, AI 6, 6/9/16

ATTACHMENT
B - Task Order
Cost Estimate
Summary

Task Order Title:

MTS MS4 Permit

Prime Consultant:

Parsons Brinckerhoff, Inc.

	Goal	Actual Commitment
BENCH	0%	0.00%
SB	0%	0.00%
FTA DBE - RN	0%	0.00%
FTA- UDBe - RC	0%	0.00%
FHWA - DBE - RC	0%	0.00%
DBE- RN	0%	0.00%

Contract No.:

Task Order No.:

Amendment No. : 0

Project No.:

Table 1 - Tasks Summary

Task Item No	WBS Cost - Code	Tasks Description	Labor Hrs	ODC ¹	Total Costs
1	wbs1	Project Management	880	\$252.00	\$209,191
2	wbs 2	Enrollment/Implementation	546	\$245.00	\$100,993
3	wbs 3	Stormwater Management Plan (SWMP)	560	\$412.00	\$91,230
4	wbs 4	Stakeholder Interviews	76	\$346.00	\$17,852
5	wbs 5	Program Management Reporting	108	\$94.00	\$23,106
6	wbs 6	Education and Outreach	274	\$148.00	\$53,672
7	wbs 7	Public Involvement and Participation Program	180	\$0.00	\$36,332
8	wbs 8	Illicit Discharge Detection and Elimination	354	\$0.00	\$58,707
9	wbs 9	Construction Site Runoff Control Program	340	\$0.00	\$59,208
10	wbs10	Pollution Prevention/Good Housekeeping	1,293	\$0.00	\$209,049
11	wbs 11	Post Construction Stormwater Management Program	640	\$0.00	\$121,838
12	wbs12	Program Effectiveness Assessment and Improvements	522	\$0.00	\$109,991
13	wbs 13	Total Maximum Daily Loads Compliance Requirements	524	\$0.00	\$88,276
14	wbs14	Annual Reporting and Program Management	812	\$0.00	\$138,673
Totals =			7,109	\$1,497.00	\$1,318,118

Table 2 - Consultant/Subconsultant Summary (Costs & Hours)

Select with "x" if applicable					Consultant	Labor Hrs	ODC ¹	Total Costs	% of Task Order
BENCH	DBE	UDBE	SB	OTHER					
					Prime	###	\$1,043.00	\$1,010,751	76.7%
					Michael Baker	###	\$454.00	\$307,367	23.3%
Totals =						###	\$1,497.00	\$1,318,118	100%

¹All ODCs should be per Caltrans Travel and Expense Guide.

[illegible]

3%		Contract No.: 0	
		Task Order No.: 0	
		Amendment No.: 0	
Total Hours = 1,826		Consultant/Subconsultant: Prime	
Total Costs = \$329,670.99		2017 Task Order Title: WTS NSA Permit	

Contract No.:	0
Task Order No.:	0
Amendment No.:	0

ODCs		Rex Plummer	Chin Lian	Rea Bartholow	Kevin Fellows	Mark Moore	James Usher	Kim Jaskot	Ashley Orsaba Padden	Miguel Galvan	Matt Porter	Alta Rodriguez	Brandt Simoch
		Project Controls Lead	Lead Engineer	Lead Engineer	Supervising Engineer	Senior Principal Technical Specialist	Senior Engineer	Senior Technical Specialist	Engineer 2	Lead Engineer	Senior Planner (GIS)	CADD Manager 1	Admin 2
		\$301.07	\$270.60	\$283.26	\$162.66	\$201.28	\$148.48	\$140.13	\$81.10	\$212.77	\$115.10	\$132.72	\$105.17
0600-0265	Final PS&E												
													Sub-Total WSP&P

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

[illegible]

Contract No.:	0
Task Order No.:	0
Amendment No.:	0

2016	Task Order Title	Parsons Brinckerhoff, Inc. Consultant/Subconsultant:
2016	Task Order Title	MTS MS4 Permit

Total Hours =	1,960
Total Costs =	\$354,838.38

[illegible]

10	Web 10	Pollution Prevention/Good Housekeeping	10.1	Facility Inventory																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Contract No.: 0
Task Order No.: 0
Amendment No.: 0

Consultant/Subconsultant: Parsons Brinckerhoff, Inc.

Task Order Title: MTS MS4 Permit

Total Hours = 765
Total Costs = \$143,348.67

Item	000-025	Final P&E	ODCs	Plan Manager	Chin Lim	Rick Butcher	Karen Fellers	Matt Moore	Jarrod Miller	Kim Jaskot	Ashley Orsillo	Miguel Quijano	Alan Rodriguez	Brandt Everett	Total Hours	Sub-Total WSP/PA
1	000-025	Final P&E		Project Manager												\$40,538.82
1.1		Construction & Meetings		15	8	60	15	24						15		\$35,044.97
1.2		Quality Assurance and Quality Control Plan (QA/QC)				12										\$4,544.85
1.3		Quality Assurance and Quality Control Plan (QA/QC)														\$0.00
1.4		ODCs not specific to a Subtask (General)														\$0.00
2		Final P&E		15	8	72	15	24						15		\$40,538.82
2.1		Construction & Meetings				27,335.99	\$3,270.14	\$3,174.19								\$30,000.00
2.2		Quality Assurance and Quality Control Plan (QA/QC)														\$0.00
2.3		Quality Assurance and Quality Control Plan (QA/QC)														\$0.00
2.4		ODCs not specific to a Subtask (General)														\$0.00
3		Stormwater Management Plan (SWMP)														\$0.00
3.1		Program Final Plan														\$0.00
3.2		Review Meeting with MTS and Response to Comments														\$0.00
3.3		Program Final Plan														\$0.00
4		Stakeholder Interviews														\$0.00
4.1		Stakeholder Interviews														\$0.00
5		Program Management Reporting														\$0.00
5.1		Program Management Reporting														\$0.00
6		Public Education and Outreach														\$0.00
6.1		Public Education and Outreach														\$0.00
6.2		Public Education and Outreach														\$0.00
6.3		Public Education and Outreach														\$0.00
7		Public Involvement and Participation														\$0.00
7.1		Public Involvement and Participation														\$0.00
8		Illicit Discharge Detection and Elimination														\$0.00
8.1		Illicit Discharge Detection and Elimination														\$0.00
8.2		Illicit Discharge Detection and Elimination														\$0.00
8.3		Illicit Discharge Detection and Elimination														\$0.00
9		Construction Site Runoff Control Program														\$0.00
9.1		Construction Site Runoff Control Program														\$0.00

[illegible]

Contract No.: 0
Task Order No.: 0
Amendment No.: 0

Consultant/Subconsultant: Parsons Brinckerhoff, Inc.

2020 Task Order Title: WTS WSA Permit

Total Hours = 348
Total Costs = \$75,132.26

Item	0600-0255	Final P&E	ODCs	Rex Plummer	Chia Lien	Rick Belcher	Kerby Fellows	Matt Moore	James Miller	Kim Jaston	Ashley Orsillo Frederick	Miguel Ovelin	Matt Porter	Ale Rodriguez	Bradford Street	Total Hours	Sub-Total WSP/PA
1	0600-0255	Final P&E															
1.1		Coordination & Meetings															
1.2		Budget and Schedule Monitoring															
1.3		Quality Assurance and Quality Control Plan (QA/QC)															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
2		Enrollment/Implementation															
2.1		Site Assessment and Review Memorandum															
2.2		Implementation Plan															
2.3		Application Assistance															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
3		Stormwater Management Plan (SWMP)															
3.1		Prepare Draft Plan															
3.2		Review Meeting with BTR and Respond to Comments															
3.3		Prepare Final Plan															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
4		Stakeholder Interviews															
4.1		Stakeholder Interviews															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
5		Program Management Reporting															
5.1		Program Management Reporting															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
6		Education and Outreach															
6.1		Public Education and Outreach															
6.2		Training Program															
6.3		General Training Program															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
7		Public Involvement and Participation															
7.1		Public Involvement and Participation Program															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
8		Illicit Discharge Detection and Elimination															
8.1		Illicit Map															
8.2		Field Sampling															
8.3		Investigate Non-Stormwater Discharges															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														
9		Construction Site Runoff Control Program															
9.1		Construction Runoff Control Program															
		Subtotal (Hours) =	N/A														
		Subtotal (Costs) =	\$0.00														

[illegible]

Contract No.: 0
Task Order No.: 0
Amendment No.: 0

Consultant/Subconsultant: Parsons Brinckerhoff, Inc.

Task Order Title: WTS M54 Permit

Total Hours = 250
Total Costs = \$52,664.45

2021

Item	0900-0255	Final PS&E	ODCs	Ron Plummer	Chin Lien	Rick Butcher	Kevin Fellers	Matt Moore	Samuel Engineer	Jarrod Miller	Ken Jantos	Ashley Orsola Ph.D.	Miguel Calvete	Mark Porter	Abu Rodriguez	Brandy Stewart	Total Hours	Sub-Total WSP/IB
1	WSP 1	Project Management																
1.1	Coordination & Meetings																	
1.2	Budget and Schedule Monitoring																	
1.3	Quality Assurance and Quality Control Plan (QA/QC)																	
1.4	ODCs not specific to a Subtask (General)																	
1.5	Subtasks (Hours) =																	
1.6	Subtasks (Costs) =																	
2	WSP 2	Engineering/Implementation																
2.1	Construction and Permit Administration																	
2.2	Construction Map																	
2.3	Implementation Plan																	
2.4	Application Assistance																	
2.5	ODCs not specific to a Subtask (General)																	
2.6	Subtasks (Hours) =																	
2.7	Subtasks (Costs) =																	
3	WSP 3	Stormwater Management Plan (SWMP)																
3.1	Prepare Draft Plan																	
3.2	Review Meeting with WTS and Respond to Comments																	
3.3	Prepare Final Plan																	
3.4	ODCs not specific to a Subtask (General)																	
3.5	Subtasks (Hours) =																	
3.6	Subtasks (Costs) =																	
4	WSP 4	Stakeholder Interviews																
4.1	Stakeholder Interviews																	
4.2	ODCs not specific to a Subtask (General)																	
4.3	Subtasks (Hours) =																	
4.4	Subtasks (Costs) =																	
5	WSP 5	Program Management Reporting																
5.1	Program Management Reporting																	
5.2	ODCs not specific to a Subtask (General)																	
5.3	Subtasks (Hours) =																	
5.4	Subtasks (Costs) =																	
6	WSP 6	Education and Outreach																
6.1	Public Education and Outreach																	
6.2	Training Program																	
6.3	General Training Program																	
6.4	ODCs not specific to a Subtask (General)																	
6.5	Subtasks (Hours) =																	
6.6	Subtasks (Costs) =																	
7	WSP 7	Public Involvement and Participation																
7.1	Public Involvement and Participation																	
7.2	ODCs not specific to a Subtask (General)																	
7.3	Subtasks (Hours) =																	
7.4	Subtasks (Costs) =																	
8	WSP 8	Illicit Discharge Detection and Elimination																
8.1	Illicit Discharge Detection and Elimination																	
8.2	Field Sampling																	
8.3	Investigate Non-Compliance Discharges																	
8.4	ODCs not specific to a Subtask (General)																	
8.5	Subtasks (Hours) =																	
8.6	Subtasks (Costs) =																	
9	WSP 9	Construction Site Runoff Control Program																
9.1	Construction Site Runoff Control Program																	
9.2	ODCs not specific to a Subtask (General)																	
9.3	Subtasks (Hours) =																	
9.4	Subtasks (Costs) =																	

[illegible]

Total Hours =		88	2016		Task Order Title: MTS MS4 Permit		Michael Baker		Consultant/Subconsultant:		Contract No.: 0	
Total Costs =		\$17,855.12									Task Order No.: 0	
											Amendment No.: 0	
Item	label	TASKS/WBS Description	ODCs	Scott Cartwright	Rich Lucera	Scott Taylor	Laura Larsen	Total Hours	Totals			
1	wbs1	Project Management							\$9,571.04			
1.1		Coordination & Meetings		8	8	8	8	32	\$6,855.36			
1.2		Budget and Schedule Monitoring						0	\$0.00			
1.3		Quality Assurance and Quality Control Plan (QA/QC)				8		8	\$2,715.68			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	N/A	8	8	16	8	40	\$9,571.04			
		Subtotals (Costs) =	\$0.00	\$1,033.52	\$1,687.35	\$5,431.36	\$1,408.80	40	\$9,571.04			
2	wbs2	Enrollment/Implementation							\$8,032.08			
2.1		Data Acquisition and Review Memorandum		24	16		8	48	\$7,904.08			
2.2		Jurisdictional Map						0	\$0.00			
2.3		Implementation Plan						0	\$0.00			
2.4		Application Assistance						0	\$0.00			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	\$128.00	24	16	0	8	48	\$8,032.08			
		Subtotals (Costs) =	N/A	\$3,394.72	\$0.00	\$0.00	\$1,408.80	48	\$8,032.08			
3	wbs3	Stormwater Management Plan							\$104.00			
3.1		Prepare Draft Plan						0	\$0.00			
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00			
3.3		Prepare Final Plan						0	\$0.00			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	\$104.00	0	0	0	0	0	\$104.00			
		Subtotals (Costs) =	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0	\$104.00			
4	wbs4	Stakeholder Interviews							\$148.00			
4.1		Stakeholder Interviews		0				0	\$0.00			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	\$148.00	0	0	0	0	0	\$148.00			
		Subtotals (Costs) =	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00			
5	wbs5	Program Management Reporting							\$0.00			
5.1		Program Management Reporting						0	\$0.00			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	\$0.00	0	0	0	0	0	\$0.00			
		Subtotals (Costs) =	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00			
6	wbs6	Education and Outreach							\$0.00			
6.1		Public Education and Outreach						0	\$0.00			
6.2		Training Program						0	\$0.00			
6.3		Biennial Training Program						0	\$0.00			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	\$0.00	0	0	0	0	0	\$0.00			
		Subtotals (Costs) =	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00			
7	wbs7	Public Involvement and Participation							\$0.00			
7.1		Public Involvement and Participation Program						0	\$0.00			
		ODCs not specific to a Subtask (General)						0	\$0.00			
		Subtotals (Hours) =	\$0.00					0	\$0.00			

[illegible]

Total Hours =	884	Consultant/Subconsultant:	Michael Baker	Contract No.:	0
Total Costs =	\$157,818.52	2017 ask Order Title:	MTS MS4 Permit	Task Order No.:	0
				Amendment No.:	0

Item	label	TASKS/WBS Description	ODCs	Scott Cartwright Senior Engineer	Rich Lucera Senior Engineer	Scott Taylor Technical Advisor	Laura Larsen Senior Engineer	Total Hours	Totals
1	WBS1	Project Management		4	4	16	4	28	\$7,726.32
1.1		Coordination & Meetings						0	\$0.00
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	4	4	16	4	28	\$7,726.32
		Subtotals (Costs) =	\$0.00	\$532.28	\$874.12	\$5,594.40	\$725.52	28	\$7,726.32
2	WBS 2	Enrollment/Implementation							\$14,891.32
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan		40	24	4		68	\$11,966.12
2.4		Application Assistance				8		8	\$2,797.20
		ODCs not specific to a Subtask (General)	\$128.00					0	\$0.00
		Subtotals (Hours) =	N/A	40	24	12	0	76	\$128.00
		Subtotals (Costs) =	\$128.00	\$5,322.80	\$5,244.72	\$4,195.80	\$0.00	76	\$14,891.32
3	WBS 3	Stormwater Management Plan							\$38,056.56
3.1		Prepare Draft Plan		60	40	16	16	152	\$27,883.28
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan		40	12	4	4	60	\$10,069.28
		ODCs not specific to a Subtask (General)	\$104.00					0	\$0.00
		Subtotals (Hours) =	N/A	120	52	20	20	212	\$104.00
		Subtotals (Costs) =	\$104.00	\$15,968.40	\$11,363.56	\$6,993.00	\$3,627.60	212	\$38,056.56
4	WBS 4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)		0				0	\$0.00
		ODCs not specific to a Subtask (General)	\$148.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$148.00
		Subtotals (Costs) =	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00
5	WBS 5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	WBS 6	Education and Outreach							\$0.00
6.1		Public Education and Outreach						0	\$0.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7	WBS 7	Public Involvement and Participation							\$0.00
7.1		Public Involvement and Participation Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00

Subtotals (Costs) = \$0.00 \$0.00 \$0.00 \$0.00 \$0.00									
8	Sub B	Illicit Discharge Detection and							\$0.00
8.1	Outfall Map								\$0.00
8.2	Field Sampling								\$0.00
8.3	Investigate Non-stormwater Discharges								\$0.00
	ODCs not specific to a Subtask (General)								\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Sub C	Construction Site Runoff Control							\$15,112.96
9.1	Construction Runoff Control Program		40	32	8			80	\$15,112.96
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A	40	32	8			80	\$15,112.96
	Subtotals (Costs) =	\$0.00	\$5,322.80	\$6,992.96	\$2,797.20			80	\$15,112.96
10	Sub D	Pollution Prevention/Good							\$0.00
10.1	Facility Inventory							0	\$0.00
10.2	Drainage System Mapping							0	\$0.00
10.3	Non-IGP Facility Pollutant Assessment and Hotspot							0	\$0.00
10.4	Non-IGP Facility Pollutant Hotspot SWPPP Program							0	\$0.00
10.5	Non-IGP Facility Inspection Program							0	\$0.00
10.6	Non-IGP Storm Drain System Assessment Program							0	\$0.00
10.7	Non-IGP Storm Drain System Maintenance Program							0	\$0.00
10.8	Non-IGP Facility O&M Activity Assessment Program							0	\$0.00
10.9	Non-IGP Facility Landscape Assessment Program							0	\$0.00
10.10	IGP Facility Assessment							0	\$0.00
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
11	Sub E	Post Construction/Stormwater							\$18,322.24
11.1	Guidance Document		40	24				64	\$10,567.52
11.2	Alternative Post Construction Stormwater Management		16	8				24	\$3,877.36
11.3	Operation and Maintenance (O&M) Verification Program		16	8				24	\$3,877.36
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A	72	40	0	0	0	112	\$18,322.24
	Subtotals (Costs) =	\$0.00	\$9,581.04	\$8,741.20	\$0.00	\$0.00	\$0.00	112	\$18,322.24
12	Sub F	Program Effectiveness Assessment							\$0.00
12.1	Program Effectiveness Assessment and Improvement Plan							0	\$0.00
12.2	Program Modifications							0	\$0.00
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
13	Sub G	Total Maximum Daily Loads							\$61,432.00
13.1	Total Maximum Daily Loads Compliance Requirements		80				280	360	\$61,432.00
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A	80	0	0	280		360	\$61,432.00
	Subtotals (Costs) =	\$0.00	\$10,645.60	\$0.00	\$0.00	\$50,786.40		360	\$61,432.00
14	Sub H	Annual Reporting and Program							\$2,129.12
14.1	Annual Reporting and Program Management		16					16	\$2,129.12
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A	16	0	0	0		16	\$2,129.12
	Subtotals (Costs) =	\$0.00	\$2,129.12	\$0.00	\$0.00	\$0.00	\$0.00	16	\$2,129.12
	Totals (Summary) =	N/A	372	152	56	304		884	\$157,818.52
	Total (Hours) =							884	
	Total (Costs) =	\$380.00	\$49,502.04	\$33,216.56	\$19,580.40	\$55,139.52			\$157,818.52
									100.0%

Total Hours =	458	Consultant/Subconsultant:	Michael Baker	Contract No.:	0
Total Costs =	\$85,939.70	2018 ask Order Title:	MTS MS4 Permit	Task Order No.:	0
				Amendment No.:	0

Item	label	TASKS/WBS Description	ODCs	Scott Cartwright Senior Engineer	Rich Lucena Senior Engineer	Scott Taylor Technical Advisor	Laura Larson Senior Engineer	Total Hours	Totals
1	wbs1	Project Management							\$4,321.68
1.1		Coordination & Meetings			4			4	\$1,440.56
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)			8			8	\$2,881.12
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	12	0	12	\$4,321.68
		Subtotals (Costs) =	\$0.00	\$0.00	\$4,321.68	\$0.00	\$0.00	12	\$4,321.68
2	wbs2	Enrollment/Implementation							\$128.00
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan						0	\$0.00
2.4		Application Assistance						0	\$0.00
		ODCs not specific to a Subtask (General)	\$128.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$128.00
		Subtotals (Costs) =	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$128.00
3	wbs3	Stormwater Management Plan							\$104.00
3.1		Prepare Draft Plan						0	\$0.00
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan						0	\$0.00
		ODCs not specific to a Subtask (General)	\$104.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$104.00
		Subtotals (Costs) =	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$104.00
4	wbs4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)		0				0	\$0.00
		ODCs not specific to a Subtask (General)	\$148.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$148.00
		Subtotals (Costs) =	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00
5	wbs5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	wbs6	Education and Outreach							\$11,745.00
6.1		Public Education and Outreach		20	40			60	\$11,745.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	20	40	0	0	60	\$11,745.00
		Subtotals (Costs) =	\$0.00	\$2,741.40	\$9,003.60	\$0.00	\$0.00	60	\$11,745.00
7	wbs7	Public Involvement and Participation							\$9,003.60
7.1		Public Involvement and Participation Program			40			40	\$9,003.60
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	40	0	0	40	\$9,003.60

100.0%	\$85,939.70

Total Hours =	102	Contract No.:	0
Total Costs =	\$19,978.48	Task Order No.:	0
		Amendment No.:	0

Consultant/Subconsultant: **Michael Baker**

2019 ask Order Title: **MTS MSA Permit**

Item	label	TASKS/WBS Description	ODCs	Scott Cartwright Senior Engineer	Rich Lucena Senior Engineer	Scott Taylor Technical Advisor	Laura Larsen Senior Engineer	Total Hours	Totals

1	Wbs 1	Project Management							\$1,483.76
1.1		Coordination & Meetings						0	\$0.00
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)				4		4	\$1,483.76
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A					0	\$0.00
		Subtotals (Costs) =	\$0.00					4	\$1,483.76

2	Wbs 2	Enrollment/Implementation							\$128.00
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan						0	\$0.00
2.4		Application Assistance						0	\$0.00
		ODCs not specific to a Subtask (General)	\$128.00					0	\$128.00
		Subtotals (Hours) =	N/A					0	\$128.00
		Subtotals (Costs) =	\$128.00					0	\$128.00

3	Wbs 3	Stormwater Management Plan							\$104.00
3.1		Prepare Draft Plan						0	\$0.00
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan						0	\$0.00
		ODCs not specific to a Subtask (General)	\$104.00					0	\$104.00
		Subtotals (Hours) =	N/A					0	\$104.00
		Subtotals (Costs) =	\$104.00					0	\$104.00

4	Wbs 4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)						0	\$0.00
		ODCs not specific to a Subtask (General)	\$148.00					0	\$148.00
		Subtotals (Hours) =	N/A					0	\$148.00
		Subtotals (Costs) =	\$148.00					0	\$148.00

5	Wbs 5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A					0	\$0.00
		Subtotals (Costs) =	\$0.00					0	\$0.00

6	Wbs 6	Education and Outreach							\$0.00
6.1		Public Education and Outreach						0	\$0.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A					0	\$0.00
		Subtotals (Costs) =	\$0.00					0	\$0.00

7	Wbs 7	Public Involvement and Participation							\$0.00
7.1		Public Involvement and Participation						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A					0	\$0.00

Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00		
8	wbs 8																								
8.1	Outfall Map																								
8.2	Field Sampling																								
8.3	Investigate Non-stormwater Discharges																								
	ODCs not specific to a Subtask (General)																	\$0.00							
	Subtotals (Hours) =																	N/A		0			0		
	Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
9	wbs 9																								
9.1	Construction Site Runoff Control																								
	Construction Runoff Control Program																								
	ODCs not specific to a Subtask (General)																	\$0.00							
	Subtotals (Hours) =																	N/A		0			0		
	Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
10	wbs 10																								
10.1	Facility Inventory																								
10.2	Drainage System Mapping																								
10.3	Non-IGP Facility Pollutant Assessment and Hotspot																			12		8			
10.4	Non-IGP Facility Pollutant Hotspot SWPPP Program																							20	\$3,548.76
10.5	Non-IGP Facility Inspection Program																								\$0.00
10.6	Non-IGP Storm Drain System Assessment Program																								\$0.00
10.7	Non-IGP Storm Drain System Maintenance Program																			8		4		12	\$2,056.72
10.8	Non-IGP Facility O&M Activity Assessment Program																			8		4		12	\$2,056.72
10.9	Non-IGP Facility Landscape Assessment Program																								\$0.00
10.10	IGP Facility Assessment																								\$0.00
	ODCs not specific to a Subtask (General)																	\$0.00						0	\$0.00
	Subtotals (Hours) =																	N/A		28		16		44	\$7,652.20
	Subtotals (Costs) =																	\$0.00	\$3,709.44	\$0.00	\$0.00	\$0.00	0	\$7,652.20	
11	wbs 11																								
11.1	Guidance Document																								\$0.00
11.2	Alternative Post Construction Stormwater Management																								\$0.00
11.3	Operation and Maintenance (O&M Verification Program)																								\$0.00
	ODCs not specific to a Subtask (General)																	\$0.00							\$0.00
	Subtotals (Hours) =																	N/A		0		0		0	\$0.00
	Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
12	wbs 12																								
12.1	Program Effectiveness Assessment																								\$8,193.80
12.2	Program Effectiveness Assessment and Improvement Plan																								\$0.00
	Program Modifications																			16		6		38	\$8,193.80
	ODCs not specific to a Subtask (General)																	\$0.00							\$0.00
	Subtotals (Hours) =																	N/A		0		0		0	\$0.00
	Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
13	wbs 13																								
13.1	Total Maximum Daily Loads																								\$0.00
	Total Maximum Daily Loads Compliance Requirements																								\$0.00
	ODCs not specific to a Subtask (General)																	\$0.00							\$0.00
	Subtotals (Hours) =																	N/A		0		0		0	\$0.00
	Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
14	wbs 14																								
14.1	Annual Reporting and Program																								\$0.00
	Annual Reporting and Program Management																			16				16	\$2,256.72
	ODCs not specific to a Subtask (General)																	\$0.00							\$0.00
	Subtotals (Hours) =																	N/A		0		0		0	\$0.00
	Subtotals (Costs) =																	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
Totals (Summary) =																								\$19,978.48	
Total (Hours) =																			60		32		10	\$19,978.48	
Total (Costs) =																			\$8,470.20		\$7,418.88			\$19,978.48	
																								100.0%	

Total Hours =	46	Consultant/Subconsultant:	Michael Baker	Contract No.:	0
Total Costs =	\$8,762.54	2020 ask Order Title:	MTS MS4 Permit	Task Order No.:	0
				Amendment No.:	0

Item	label	TASKSWBS Description	ODCs	Scott Cartwright Senior Engineer \$145.41	Rich Lucera Senior Engineer \$238.79	Scott Taylor Technical Advisor \$382.07	Laura Larsen Senior Engineer \$198.20	Total Hours	Totals
1	WBS1	Project Management							\$1,528.28
1.1	Coordination & Meetings							0	\$0.00
1.2	Budget and Schedule Monitoring							0	\$0.00
1.3	Quality Assurance and Quality Control Plan (QA/QC)					4		4	\$1,528.28
	ODCs not specific to a Subtask (General)							0	\$0.00
	Subtotals (Hours) =	N/A		0	0	4	0	4	\$1,528.28
	Subtotals (Costs) =	\$0.00		\$0.00	\$0.00	\$1,528.28	\$0.00	4	\$1,528.28
2	WBS2	Enrollment/Implementation							\$128.00
2.1	Data Acquisition and Review Memorandum							0	\$0.00
2.2	Jurisdictional Map							0	\$0.00
2.3	Implementation Plan							0	\$0.00
2.4	Application Assistance							0	\$0.00
	ODCs not specific to a Subtask (General)		\$128.00					0	\$128.00
	Subtotals (Hours) =	N/A		0	0	0	0	0	\$128.00
	Subtotals (Costs) =	\$128.00		\$0.00	\$0.00	\$0.00	\$0.00	0	\$128.00
3	WBS3	Stormwater Management Plan							\$104.00
3.1	Prepare Draft Plan							0	\$0.00
3.2	Review Meeting with MTS and Respond to Comments							0	\$0.00
3.3	Prepare Final Plan							0	\$0.00
	ODCs not specific to a Subtask (General)		\$104.00					0	\$104.00
	Subtotals (Hours) =	N/A		0	0	0	0	0	\$104.00
	Subtotals (Costs) =	\$104.00		\$0.00	\$0.00	\$0.00	\$0.00	0	\$104.00
4	WBS4	Stakeholder Interviews							\$148.00
4.1	Subtask 1 (hide this row if not used)			0				0	\$0.00
	ODCs not specific to a Subtask (General)		\$148.00					0	\$148.00
	Subtotals (Hours) =	N/A		0	0	0	0	0	\$148.00
	Subtotals (Costs) =	\$148.00		\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00
5	WBS5	Program Management Reporting							\$0.00
5.1	Program Management Reporting							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =	N/A		0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	WBS6	Education and Outreach							\$0.00
6.1	Public Education and Outreach							0	\$0.00
6.2	Training Program							0	\$0.00
6.3	Biennial Training Program							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =	N/A		0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7	WBS7	Public Involvement and Participation							\$0.00
7.1	Public Involvement and Participation							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =	N/A		0	0	0	0	0	\$0.00

[illegible]

Total Hours =		64
Total Costs =		\$16,556.76
Consultant/Subconsultant:		Michael Baker
Task Order Title:		MTS MS4 Permit
Contract No.:		0
Task Order No.:		0
Amendment No.:		0

Item	label	TASKS/WBS Description	ODCs	Scott Cartwright	Rich Lucena	Scott Taylor	Laura Larson	Total Hours	Totals
1	WBS1	Project Management							\$3,148.24
1.1		Coordination & Meetings						0	\$0.00
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)			6			6	\$3,148.24
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	6	0	6	\$3,148.24
		Subtotals (Costs) =	\$0.00	\$0.00	\$3,148.24	\$0.00	\$0.00	6	\$3,148.24

2	WBS 2	Enrollment/Implementation							\$128.00
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan						0	\$0.00
2.4		Application Assistance						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$128.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$128.00
		Subtotals (Costs) =	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$128.00

3	WBS 3	Stormwater Management Plan							\$104.00
3.1		Prepare Draft Plan						0	\$0.00
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$104.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$104.00
		Subtotals (Costs) =	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$104.00

4	WBS 4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)		0				0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$148.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$148.00
		Subtotals (Costs) =	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00

5	WBS 5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00

6	WBS 6	Education and Outreach							\$0.00
6.1		Public Education and Outreach						0	\$0.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00

7	WBS 7	Public Involvement and Participation							\$0.00
7.1		Public Involvement and Participation						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00

Subtotals (Costs) = \$0.00 \$0.00 \$0.00 \$0.00 \$0.00									
8	Subtask 8	Illlicit Discharge Detection and							
8.1	Outfall Map								\$0.00
8.2	Field Sampling								\$0.00
8.3	Investigate Non-stormwater Discharges								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
9	Subtask 9	Construction Site Runoff Control							\$0.00
9.1	Construction Runoff Control Program								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
10	Subtask 10	Pollution Prevention/Good							\$4,748.76
10.1	Facility Inventory								\$0.00
10.2	Drainage System Mapping								\$0.00
10.3	Non-IGP Facility Pollutant Assessment and Hotspot								\$0.00
10.4	Non-IGP Facility Pollutant Hotspot SWPPP Program								\$0.00
10.5	Non-IGP Facility Inspection Program	12							\$4,748.76
10.6	Non-IGP Storm Drain System Assessment Program								\$0.00
10.7	Non-IGP Storm Drain System Maintenance Program								\$0.00
10.8	Non-IGP Facility O&M Activity Assessment Program								\$0.00
10.9	Non-IGP Facility Landscape Assessment Program								\$0.00
10.10	IGP Facility Assessment								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
11	Subtask 11	Post Construction Stormwater							\$0.00
11.1	Guidance Document								\$0.00
11.2	Alternative Post Construction Stormwater Management								\$0.00
11.3	Operation and Maintenance (O&M Verification Program)								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
12	Subtask 12	Program Effectiveness Assessment							\$8,281.76
12.1	Program Effectiveness Assessment and Improvement Plan								\$0.00
12.2	Program Modifications	8							\$8,281.76
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
13	Subtask 13	Total Maximum Daily Loads							\$0.00
13.1	Total Maximum Daily Loads Compliance Requirements								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
14	Subtask 14	Annual Reporting and Program							\$0.00
14.1	Annual Reporting and Program Management								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A							\$0.00
	Subtotals (Costs) =	\$0.00							\$0.00
Totals (Summary) =									
Total (Hours) =		N/A	20	28	16	8	0	0	\$16,558.76
Total (Costs) =		\$380.00	\$2,995.40	\$6,896.88	\$5,296.48	\$0.00	\$0.00	\$0.00	100.0%



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

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

ENTERPRISE RESOURCE PLANNING / TRANSIT ASSET MANAGEMENT
IMPLEMENTATION SERVICES AGREEMENT - CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 9 to MTS Doc. No. G1731.0-15 (in substantially the same format as Attachment A) with Labyrinth Solutions, Inc. (LSI), to upgrade the current SAP Business Warehouse (SAP BW) version 7.4 to SAP BW 7.5, with a migration to the SAP high performance analytic appliance (SAP HANA).

Budget Impact

This amendment increases the total contract spend authority by an additional \$200,520.00, from the current \$7,607,690.00, inclusive of all previous amendments, to a revised \$7,808,210.00. Funding is through MTS Capital Improvement Project (CIP) number 10070021 - Enterprise Data Warehouse.

DISCUSSION:

In January 2015, MTS competitively awarded a contract to Labyrinth Solutions Inc., for the provision of software implementation services for the MTS Enterprise Resource Planning (ERP)/Transit Asset Management (TAM) project. The new system went live in January 2016.

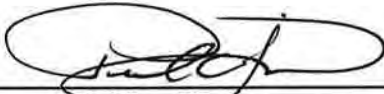
SAP has been operational for several months with various operational performance data being regularly compiled and updated. The next critical part of the project, and integral to MTS's day to day operations, is to ensure easy access for MTS staff to the extensive amounts of historical operational data from the MTS legacy systems (IFAS and Ellipse) as well as data from the SAP system for timely financial, regulatory, and operational



results and reporting. This requires the development of SAP BW 7.5 with a migration to SAP HANA.

This additional work is within the several subject matter of the competitively procured contract with LSI. Therefore, it is appropriate to amend the LSI contract to add this additional work assignment related to MTS SAP implementation project. LSI has extensive knowledge of the MTS data environment, including various MTS non-SAP systems. LSI has built interfaces, conversions, and data mappings of non-SAP data into SAP and has unique knowledge of the MTS systems which has been developed over the last eighteen months while working with MTS to implement SAP. Awarding this project to LSI will save substantial development time and is deemed to be the most economic approach.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 9 to MTS Doc. No. G1731.0-15 (in substantially the same format as Attachment A) with LSI, to upgrade the current SAP BW version 7.4 to SAP BW 7.5, with a migration to the SAP HANA.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Draft MTS Doc. No. G1731.9-15
B. Statement of Work

DRAFT

June 9, 2016

MTS Doc. No. G1731.9-15

Labyrinth Solutions, Inc.
Mark Schexnaildre
401 B Street, Suite 2020
San Diego, CA 92101

Subject: AMENDMENT NO. 9 TO MTS DOC. NO. G1731.0-15; ERP/TAM IMPLEMENTATION SERVICES

Dear Mr. Schexnaildre:

This shall serve as Amendment No. 9 to our agreement for the ERP/TAM Implementation project as further described below.

SCOPE

Contractor shall provide additional support services as specified in the Statement of Work A-9 (Attachment A).

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

As a result of this Amendment the contract value will increase by \$200,520.00 from \$7,607,690.00 to \$7,808,210.00.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Mark Schexnaildre
Labyrinth Solutions, Inc.

Date: _____

Attachment: LSI Statement of Work A-9



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

This Statement of Work and the terms and conditions of the Agreement, having an Effective Date of May 10, 2016, describe the Services to be provided to the San Diego Metropolitan Transit System (hereinafter referred to as "MTS") in support of the MTS' SAP BW Development and HANA migration project Planning (BW/HANA) Project for the fees set forth herein as authorized by MTS by signing this Statement of Work.

Project:
SAP BW Development and HANA Migration

A. Scope and Approach:

LSI Consulting appreciates the opportunity to provide development services to MTS. Our goal is to provide the external services required to ensure that MTS meets its goals.

The Scope:

The project scope includes the following:

- Upgrade of the existing SAP BW 7.4 SP8 landscape to SAP BW 7.5, with a migration to HANA:
 - Includes the upgrade and migration of the BW environments: Sandbox, Development, Quality Assurance, and Production.
- SAP BW 7.5 development:
 - Migration of business critical legacy information from legacy systems, to SAP BW, inclusive of data from Ellipse, RTMS, and Orbcad. These are direct extracts currently imported into a SQL server, and migrating to SAP BW will allow access to this historical data for reporting purposes.
 - SAP BW will be connected to two (2) independent SQL servers.
 - Legacy system data will be loaded into SAP BW InfoProviders, making the data available for reporting purposes.
- All solutions provided will be fully documented.
- HANA, as well as BW LSA++ modeling knowledge transfer and training.



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

B. Compensation of LSI:

Pricing /Fee Schedule:

The services provided by LSI will be invoiced bi-weekly according to the MSA on an all-inclusive rate basis and will include a summary of the hours charged by resource.

The cost estimate for the services to be performed and expenses is **\$200,520** as shown below.

All payments are due net 30.

MTS BW and HANA Deployment project ★ Go-live event							
Project Initiatives:	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
BW on HANA Installation:							
Landscape Creation & Preparation							
Sandbox							
Development							
Quality Assurance							
Production							
SAP BW development:							
Design							
Realization							
Final prep							★
Support							

Roles:	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Hours	Rate per Hour	Services Cost	Estimated Travel Cost	Estimated Total Cost	# of Onsite trips
Project Quality Assurance [Johannes Lombard]	16	16	16	8	8	4	4	72	\$ 175	\$ 12,600	\$ 3,750	\$ 16,350	3
SAP HANA installer and Administrator [Kiran Naik]	120	64	64	64	4	2	2	320	\$ 175	\$ 56,000	\$ -	\$ 56,000	-
SAP BW Architect: Development [Andrew Barnaby]	120	120	120	120	120	100	8	708	\$ 255	\$ 180,740	\$ 6,250	\$ 186,990	5
SAP BW Architect: HANA modeling [Kiran Mehendale]	24	24	12	8	8	8	-	84	\$ 145	\$ 12,180	\$ -	\$ 12,180	-
Total	280	224	212	200	140	114	14	1,184		\$ 190,520	\$ 10,000	\$ 200,520	

Please note: Rates noted to remain in effect through December 31, 2016.

Please note: Number of planned Onsite trips.

Payment Address:

LSI Consulting
 144 North Road, Suite 1000
 Sudbury, MA 01776
 Attn: Nancy McGee, Business Administrator.



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

C. MTS Responsibilities

- MTS is the owner of the project and is responsible for and controls the scope of services to be provided as a result of this Statement of Work.
- MTS agrees to provide appropriate project resources to facilitate the performance of services including system and access support insuring appropriate access to the system environment.

D. Project Assumptions:

- Assumes a Project start date of May 30, 2016 and end date of December 15, 2016.
- MTS and LSI shall manage the price and schedule for the project by reviewing priorities and trade-offs in the definition of project goals, and making decisions regarding the effort required to preserve the original budget and schedule.
- If the assumptions set forth in this section change or otherwise do not prove to be accurate as the project progresses, changes to the schedule, effort and/or price will need to be made and the parties will promptly meet and equitably adjust the price, effort and/or schedule. The parties will periodically review the accuracy of the high level assumptions and discuss the potential impact of any changes in the assumptions and the options available to minimize any impact.
- Necessary hardware and software for the entire development, quality assurance, and production environments will be available and installed into MTS's network.
- MTS will continue to maintain the current data flow process of 3rd party data into the two (2) independent SQL server environments so that the SAP BW configuration will enable a connection to the SQL servers.
- LSI will use the Tailored Data Integration (TDI) Installation process, meaning the installation can be performed by consulting and client, and we do not need installation by the Hardware vendor.
- The installation will occur by the SAP certified HANA installer at MTS, with oversight and guidance by the LSI SAP certified HANA installer.
- The HANA migration will be performed for the existing SAP BW landscape at MTS. [not to be confused with the future SAP SBP landscape that will be based on a separate BW



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

environment].

- The migration will be applied to: SAP BW Sandbox, Development, Quality Assurance and Production.
- The BW development will migrate legacy data over to BW, making it available for BW reporting, as well as merge data where required, e.g. merging Budgeting / Actual data with data from SAP ERP that is getting loaded into BW today on a daily basis.



Statement of Work A-9
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Dated
May 10, 2016

Signature Page

The parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

MTS

LSI CONSULTING

By: _____
(Signature)

By: Johannes Lombard
(Signature)

Name: _____

Name: Johannes Lombard

Title: _____

Title: EVP: Analytics and Budgeting

Date: _____

Date: May 10, 2016



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

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) TASK ORDER CONTRACT
APPROVAL FOR FASHION VALLEY STATION SECOND ELEVATOR PROJECT;
FINDING THAT PROJECT IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order 13.12 for MTS Doc. No. G1496.0-13 (in substantially the same format as Attachment A) with RailPros, Inc. to perform Design-Engineering Services for the Fashion Valley Station Second Elevator Project ("Project") and find the Project exempt under the California Environmental Quality Act ("CEQA").

Budget Impact

The funding for Work Order 13.12 (\$331,000) is allocated under MTS Capital Improvement Project (CIP) for MTS Fiscal Year 2015, Capital Improvement Project Budget No. 2004001902.

DISCUSSION:

The Fashion Valley Trolley Station is one of MTS's most highly traveled stations with more than 6,000 passengers per day. In order to continue servicing the increased number of passengers, an additional elevator is needed for supplementing peak travel periods and also for maintenance of the existing elevator. Two elevators are currently used at similar stations such as Grantville and Grossmont Center. The existing stairwell at the Fashion Valley Trolley Station will be relocated to accommodate the additional elevator within the existing station footprint. All modifications to the station, and associated construction staging, would occur within the existing station footprint and would have no adverse effects to traffic circulation. Construction of a second elevator will provide additional functionality of the station under the Americans with Disabilities Act (ADA). Currently, if the Fashion Valley station elevator is out of service, patrons must



travel through the upper deck of a parking garage and over the mall to access another accessible route.

ELEVATOR DESIGN:

The Scope of Work for Work Order 13.12 consists of the following tasks:

- Task 1 – Project Management
- Task 2 – Topographic Survey
- Task 3 – Geotechnical Investigation
- Task 4 – Document Review & Site Visits
- Task 5 – Design Meetings
- Task 6 – Preliminary Elevator and Stairwell Design
- Task 7 – Final Elevator and Stairwell Design
- Task 8 – Bid Support
- Task 9 – Design Support During Construction

The total value of Work Order 13.12, to MTS Doc. No. G1496.0-13 is \$331,000 and is budgeted to CIP Project Line Item 2004001902 (Attachment A). Improvements based on the design under this Scope of Work would be constructed during the FY2018 Capital Improvement Program.

The Project is categorically exempt under CEQA as it consists of the following:

- (Class 1) The minor alteration of existing public structures, facilities, and topographical features involving negligible or no expansion of use to meet accessibility and public safety requirements (i.e., addition of new elevator shaft and stair replacement). (14 Cal. Code Regs., § 15301.)
- (Class 2) The replacement or reconstruction of existing structures and facilities where the new structure (i.e. elevator shaft and stair replacement) will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. (14 Cal. Code Regs., § 15302.)
- (Class 3) The construction and location of limited numbers of new, small facilities and structures. (14 Cal. Code Regs., § 15303.) The Project includes an increase in the number of on-site elevators from one (1) to two (2) and will be similar in size.
- (Class 11) The replacement of minor structures accessory to existing institutional facilities which include stair modification. (14 Cal. Code Regs., § 15311.)

None of the exceptions to the categorical exemptions apply. (14 Cal. Code Regs., § 15300.2.) The Project is not located in a particularly sensitive environment as the Project impact area is located within existing disturbed areas. The Project does not involve any unusual improvements and involves structures comparable to existing facilities at the

site. The Project is not located on a site designated pursuant to Government Code 65962.5 (hazardous waste site). The Project does not involve any improvements, modifications, or other changes to a historical resource.

Lastly, the Project consists of the modernization of an existing station and parking facilities that would facilitate the increase of passenger or commuter services on rail or highway rights-of-way already in use. (Pub. Resources Code, § 21080, subd. (b)(10)). The Project would increase the number of elevators that provide access to the existing trolley station. Thus, the Project is statutorily exempt from CEQA review.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft Work Order No. 13.12 (MTS Doc. No. G1496.0-13)
B. Notice of Exemption

June 9, 2016

MTS DOC No. G1496.0-13

Work Order 13.12

Mr. Eric Hankinson
Contract Project Manager
RailPros, Inc.
401 B Street, Suite 302
San Diego, CA 92101

Dear Mr. Hopper:

Subject: MTS DOC. NO. G1496.0-13, WORK ORDER 13.09.01, DESIGN SERVICES FOR THE FASHION VALLEY
STATION SECOND ELEVATOR

This letter shall serve as Work Order 13.09.01 under the General Engineering Consultant Agreement, MTS
Doc. No. G1496, as further described below.

SCOPE OF SERVICES

Provide general engineering design services for the Fashion Valley Station second elevator in accordance
with the attached Scope of Services (Attachment A and B).

SCHEDULE

The Scope of Services, as described above, shall remain through May 30, 2019, if all the options to the
Master Contract are exercised. Expected duration is forty (40) weeks from Work Order Approval.

PAYMENT

Payment shall be based on actual costs. This Work Order shall not to exceed \$331,000 without prior written
authorization.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Les Hopper
RailPros, Inc.

Date:

Task Order Attachment A

WORK ORDER TITLE: Engineering Services for Fashion Valley Transit Center Elevator and Stairwell Improvements

I. PROJECT DESCRIPTION

The existing elevator tower at Fashion Valley Transit Center has passed its life cycle and is in need of upgrades in regards to the elevator car, and electrical and mechanical systems (not part of this scope). In addition, the amount of pedestrians being served at this transit center has increased substantially to warrant the installation of a second elevator tower. The new elevator tower will also include a stairwell to replace existing stairs being removed for the construction of the new elevator. Phase 1 of this work will be to install the new elevator tower and stairwell prior to upgrading the existing elevator (phase 2, to be performed under a separate Work Order). Phasing of the work will ensure continued elevator service at the transit center.

This Work Order will provide engineering services to prepare design plans and specifications for a new elevator tower and stairwell. A construction cost estimate will also be prepared for construction of the new elevator tower. These services will be performed in accordance with the following scope of work.

II. EXPECTED RESULTS

Provide construction documents including design plans and technical specifications for the MTS Fashion Valley Transit Center Elevator Improvements in accordance with the scope of work.

III. SCOPE OF WORK

The Scope of Work shall consist of the following tasks and deliverables.

TASK 1 PROJECT MANAGEMENT AND COORDINATION

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- 1.3 Provide coordination and oversight of elevator subconsultant (Architect) and other subconsultants design work including integration of plans and specifications into submittal packages.
- 1.4 Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

TASK 2 SURVEY

Survey will be performed to provide location of existing structures' footprints on the bus transfer station platform only in the areas affected by this project. In addition, survey will include locating of utilities and ancillary objects in the vicinity of proposed work. A surface survey will also be performed on the platform surrounding the work area as well as the elevator platform at the top of the tower. The platform surface survey will be used to ensure existing drainage is maintained with the installation of new structures. The elevator platform will be surveyed to establish tie-in points for the new elevator. Tasks to be performed include:

- Tie to existing survey control and set two new supplemental survey controls
- Survey ground level platform surface areas at 10' intervals.
- Survey elevated portion of elevator platform including edges and center.
- Survey all structural elements including columns, stairways, and walls.
- Survey all ancillary items including benches, trash receptacles, signs, vending machines, utilities, etc., and any other object/structure within the survey limits.
- Prepare Digital Terrain Model (DTM) of existing ground in AutoCAD Civil3D Version 2013.

TASK 3 GEOTECHNICAL INVESTIGATION

- 3.1 Review existing readily available background information and pertinent geotechnical literature including boring logs of existing improvements.
- 3.2 Perform field reconnaissance to observe site conditions and to locate and mark proposed exploratory Cone Penetration Tests (CPTs)
- 3.3 Obtain County of San Diego Department of Environmental Health (DEH) boring permits for the subsurface exploration.
- 3.4 Coordinate subsurface exploration including underground utility mark-out through Underground Service Alert (USA) and MTS, and initiate field work. Once the underground mark-out is complete Geotechnical Consultant will perform subsurface evaluation for the site consisting of excavation, logging, and sampling of two CPTs to depths up to approximately 70 feet (or refusal). Coring of existing pavement will be performed to provide access to testing locations. CPTs will be backfilled in accordance with County of San Diego DEH standards and patched with concrete.
- 3.5 Engineering analyses of the data obtained and preparing a geotechnical evaluation report to present test results and provide recommendations for the proposed project.

TASK 4 DOCUMENT REVIEW AND SITE VISITS

4.1 Document Review

- a. Review existing as-builts of elevator tower structure, stairwell and other supporting structures, as well as utilities, for Fashion Valley Transfer Station Mission Valley West LRV Project.

Review of the following as-builts from other projects for obtaining similar concepts to be integrated into the Fashion Valley Transfer Station elevator design:

- b. Review as-built plans of elevator and stairwell for Grossmont Transit Station from the Grossmont Project.

- c. Review as-built plans of elevator and stairwell for Sabre Springs Bus Rapid Transit Station Parking Structure.
- d. Will also consider review of available Mid-Coast project station plans.
- e. Obtain and review all available facility documentation that is related to this project such as reports, studies, surveys, equipment manuals, as-built drawings, maintenance records, utility data, etc. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required for the project.

4.2 Site Visits

- a. Conduct initial site visit with structural engineer, architect, and MTS representative(s) to verify and confirm existing conditions, and examine existing structures and facilities. Conceptual ideas will be discussed and noted based on findings in the field and review of the documents listed above.
- b. Additional site visits (four max.) will be performed, one at Grossmont Transit Station and one at Sabre Springs Bus Rapid Transit Station for data gathering, and it is anticipated that an additional two site visits will be required at Fashion Valley Transit Center to finalize the conceptual design including potential for utility and facility (storage and mechanical/electrical room) relocation, and optimization of elevator tower in correlation to existing structures and demolition and restructuring allowances.
- c. The Consultant shall conduct a survey that includes field observations, photographs, measurements, tests, calculations, etc. of the existing elevator system, controls and related equipment for new elevator system connection.

TASK 5 DESIGN MEETINGS

Conduct the appropriate number of review meetings with MTS during each design phase of the project (four max.) so they may determine if the project meets their requirements, provide comments on any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub-Consultants to be in attendance at the design review meetings.

Record the minutes of each design meeting and distribute within seven (7) calendar days to all attendees and those persons specified to be on the distribution list by the Project Manager.

TASK 6 PRELIMINARY ELEVATOR AND STAIRWELL DESIGN

Based on document review, field visits, and conceptual ideas discussed a preliminary design will be prepared for the proposed elevator tower and stairwell, including exhibits and 3D renderings. Design will incorporate the 'machine room-less' type elevator operating system.

Tasks to be performed include:

- 6.1 Architectural and structural collaboration for determining optimal location of elevator tower and stairwell. Consideration will be given to existing structures and facilities concerning potential for demolition, relocation, connectivity, accessibility, pedestrian flow and access, and safety.
- 6.2 Prepare general layout for elevator showing positioning of elevator tower, stairwell and LRV platform bridge connection including the following:
 - Perform preliminary review of platform drainage patterns to ensure proper flow around proposed elevator
 - Perform structural evaluation of existing structures to verify preliminary design is allowable at proposed location
 - Determine most viable mechanical operating system
 - Determine whether existing mechanical room is sufficient for two elevators, needs to be expanded or new one installed
 - Phasing feasibility assessment
- 6.3 Develop architectural elements for tower and stairwell taking into consideration the existing transit station architectural features including the preparation of a 3D rendering. Material samples and color palettes shall be submitted to MTS for review and approval for all the interior elevator car walls, floor, ceilings, etc.
- 6.4 Prepare a board based preliminary cost estimate including the following general items:
 - Elevator Car
 - Elevator Room
 - Structural Frame
 - Tower Enclosure
 - Stairwell
 - Exterior Finish
 - Elevator Pit
 - Security System
- 6.5 Prepare a preliminary submittal package for review meeting with MTS.

Plans will be produced at a scale of 1"=20' in the AutoCAD Civil3D platform, Version 2013 or newer.

Task 7 FINAL ELEVATOR AND STAIRWELL DESIGN

Based on comments received from MTS during the preliminary design review meeting the elevator and stairwell design will be advanced to 30%, 60%, 90% and 100% design levels. The continued design efforts will incorporate current design and operating safety standards including foundations, structural members, material type selection, electrical, mechanical and control systems, accessibility, pedestrian circulation, and architectural adaptation to the existing facility. In addition, the design will take into account site security measures to increase public safety.

Tasks to be performed will include:

7.1 General Civil Design

General civil design plans will be developed to show the general site layout, utilities, demolition, grading and drainage as needed, platform improvements, traffic and pedestrian control and detours, and construction phasing.

7.2 Architectural Design

- Tower layout details
- Machine room
- Elevator car
- stairwell
- Lighting
- Exterior and car signage

7.3 Elevator Design

- Mechanical operating system including equipment and hydraulics
- Elevator pit
- Elevator hoist way
- Car controls
- Control system
- Electrical
- Fire, Life, Safety

7.4 Structural Design

Structural design for both the elevator tower and the stairwell will include foundation and member analysis based on the architectural design layout prepared above. The foundation analysis will also utilize as-built information of the original design and geotechnical recommendations. Structural design plans will be coordinated with both the architectural and elevator designs and will include the following:

- Foundation design and details
- Structural member sizing, configuration, and connection details
- Existing structure tie-in details

7.5 Construction Documents – PS&E (30%, 60%, 90%, and 100% submittals)

Technical specifications will follow MTS format.

Design drawings will, in accordance with the submittal stages below, address proposed site improvements including utilities and demolition, new elevator and stairwell including elevator tower, electrical and mechanical operating systems, elevator car and all associated architectural features, and details. Design drawings will be developed on MTS title blocks with the inclusion of City of San Diego title block where applicable. Additional plan features and construction document content is described below:

Plan Features

- a. Plan format (i.e. title sheet and sheet borders) will be in a MTS format for each project segment with local jurisdiction signature blocks (as necessary). Standard notes for MTS and the local jurisdiction (as necessary) will be included.
- b. Horizontal control – Guideway will generally include computed centerlines with horizontal control based on station-and-offset values. Non-linear project elements will rely on dimensions between project features and a table of coordinates at key locations.
- c. The scale of plan sheets are anticipated to be 1"=40' for improvement plans and 1"=20' where more detail is required.

Design Package Includes:

(note: each design drawing will be one (1) sheet per title unless otherwise indicated)

- a. Title Sheet
- b. Location / Vicinity Maps
- c. General Notes
- d. Sheet Index, Legend & Abbreviations
- e. Horizontal & Vertical Control
- f. Existing Topography
- g. Demolition Plans (2 sheets)
- h. Typical Cross Sections
- i. Utility Relocations Plans (2 sheets)
- j. Elevator Layout Plan
- k. Floor and Roof Plans (2 sheets)
- l. Building Elevation Plans (2 sheets)
- m. Structural Details (2 sheets)
- n. Architectural Details (4 sheets)
- o. Electrical Plans (2 sheets)
- p. Mechanical Plans (2 sheets)
- q. Construction Details (2 Sheets)
- r. Construction Phasing (3 sheets)
- s. Temporary Traffic Control
- t. Erosion Control Plan
- u. Specifications
- v. Construction Cost Estimate

7.5.1 30% PS&E

30%, 60% and 90% Construction Documents will be prepared for improvements determined as necessary in tasks 3 through 6 above. 30% construction documents will include the advancement of the preliminary documents including conceptual elements covered in tasks 6 thru 8, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from the preliminary submittal with the addition of specifications outline, and some design details.

7.5.2 60% PS&E

60% construction documents will include the advancement of the 30% documents including conceptual elements covered in tasks 6 thru 8, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from 30% submittal with the addition of advanced specifications, design drawings including structural and architectural details, cross-sections and elevations, erosion control, and draft construction cost estimate. The cost estimate will be expedited during the 60% phase to ensure the September 1st funding deadline for FY18 is met.

7.5.3 90% PS&E

90% Construction Documents will be prepared for improvements determined as necessary in tasks 3 through 5 above. 90% construction documents will include advancement of the 60% documents, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from 60% submittal with the addition of full specifications, design drawings including structural and architectural details, cross-sections and elevations, erosion control, and draft construction cost estimate.

7.5.4 100% PS&E

100% Construction Documents will be prepared for improvements determined as necessary in tasks 3 through 5 above. 100% construction documents will include advancement of the 90% documents, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from 90% submittal, finalizing specifications, design drawings and details, and confirming construction cost estimate is complete and matches all pay items discussed in the specifications.

7.6 Fire, Life, and Safety Permit Application

Coordinate with the City of San Diego Division of Building and Safety and Fire Marshal concerning Fire, Life, Safety issues and prepare a submittal package for review and permit approval by the City and Fire Marshal. Attend review meeting with the City and Fire Marshal, incorporate any comments into the design documents, and submit a final review package to the City and Fire Marshal.

8 BID PACKAGE DEVELOPMENT AND SUPPORT SERVICES (IFB SUBMITTAL)

8.1 Final Review Comments

Incorporate review comments to the Final PS&E submittal and prepare "Bid-Ready" packages for MTS Contracts Department to advertise project.

8.2 Bid Support

Prepare and submit "Bid Form" and "Electronic Info" form to MTS Contracts Department for advertisement.

Prepare for and attend the pre-bid meeting and respond to RFI's from the contractor(s) during the bid process.

Preparing Conformed Plans & Specifications (by incorporating any relevant contractor RFI's during the Bid Phase)

TASK 9 DESIGN SUPPORT DURING CONSTRUCTION (DSDC)

- 9.1. Attend Weekly Construction Team Meetings - Have one representative attend weekly Construction Team Meetings.
- 9.2. Review & Approve Submittals - The Consultant Team will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 9.3. Respond to Requests for Information (RFI) - The Consultant Team will review and respond to Contractor RFIs forwarded from the SANDAG CM and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the SANDAG CM.
- 9.4. Field Observations - At the request of SANDAG, the Consultant Team's staff may conduct site visits to respond to RFI's, to develop Change Orders, or to perform other specific tasks.
- 9.5. Prepare Design Revisions/Design Change Notices (DCN's) - Prepare revisions to design plans and technical specifications as directed. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with the SANDAG construction team to assess the purpose for implementing a potential change, to develop an appropriate solution, and develop corresponding revisions to the plans and specifications. Design revisions may be in response to action required by an RFI, CCO, an unforeseen site condition, value-engineering, etc. If requested by SANDAG, the Consultant Team will develop cost estimates to coincide with the proposed changes. Design revisions will be transmitted in PDF file format.
- 9.6. Punch list and Closeout Activities - As the project nears Substantial Completion, the Consultant Team will assist the construction management (CM) team in preparing a punch list of items to be addressed by the Contractor. Assistance with the punch list will entail site walks as directed by the CM team. Consultant shall also prepare final as-built plans.

IV. DELIVERABLES

Deliverables are anticipated to include the following:

- Project survey data files
- Geotechnical Report – Draft & Final
- Design Review Meeting Minutes
- Preliminary Design Documents
 - Plans
 - Board Based Cost Estimate
 - 3-D Rendering
- 30%, 60%, 90%, & 100% PS&E
 - Plans
 - Specifications
 - Cost Estimate
- Bid Construction Package and Processing
 - Bid Ready Plans
 - Bid Ready Specifications
 - Bid Ready Construction Costs
 - Bid Form
- Conformed Plans & Specifications. Provide one 11" x 17" hard copy set to MTS
- Miscellaneous DSDC Phase Deliverables (RFI's, DCN's, As-Builts, Approvals, etc.)
- Monthly Invoices and Progress Reports

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
1. Project Management and Coordination	NTP / Project Completion
2. Survey	NTP / NTP + 2 week
3. Geotechnical Investigation	
• Field Work	NTP / NTP + 2 week
• Geotechnical Draft Report	End Task 3 / NTP + 4 weeks
• Geotechnical Final Report	End Task 4 / NTP + 6 weeks
4. Document Review & Site Visits	NTP / Project Completion
5. Design Review Meetings	NTP / Project Completion
6. Preliminary Elevator & Stairwell Design	End Task 3 / NTP + 10 weeks
7. Final Elevator & Stairwell Design	
7.5.1 30% Design Submittal Package	End Task 6 / NTP + 14 weeks
7.5.2 60% Design Submittal Package	NTP / NTP + 20 weeks
7.5.3 90% Design Submittal Package	NTP / NTP + 25 weeks
7.5.4 100% Design Submittal Package	NTP / NTP + 29 weeks
7.5.5 Fire, Life, Safety Permit Application	End Task 7.5.1 / NTP + 40 weeks
8. Bid Package Development & Support Services	End Task 7 / At Contractor's NTP Meeting
9. Design Support During Construction	Contractor's NTP / Project Close-out

VI. MATERIALS TO BE PROVIDED BY SANDAG AND/OR THE LOCAL AGENCY

- Geotechnical data/reports (if available).
- As-built drawings of Fashion Valley Transit Center.
- As-built drawings of Grossmont Transit Center.
- As-built drawings of Sabre Springs Bus Rapid Transit Station
- Site access for field work

VII. SPECIAL CONDITIONS

The following is excluded from this scope:

- Construction Management Services
- Specialty inspections
- Utility Relocation design and coordination
- Environmental

**Task Order Estimate
Hourly Breakdown**

Att. A, AI 8, 6/2/16

Contract No.	G1496.0-13
Work Order No.	13.12
Attachment:	B

Work Order Title: **Fashion Valley Transit Center Elevator and Stairwell Improvements**

Project No: **N/A**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0100	Admin	\$29,093.44
2	0600	Surveying	\$9,138.93
3	0600	Geotechnical	\$15,836.68
4	0600	Engineering	\$240,260.50
Design Totals =			\$294,329.55
9	0700	Construction Engineering	\$36,265.64

Overall Totals = **\$330,595.19**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Admin	Project Management & Coordination	174	\$29,093.44
2	Surveying	Survey/DTM	58	\$9,138.93
3	Engineering	Geotechnical Investigation	92	\$15,836.68
4	Engineering	Document Review and Site Visits	121	\$15,007.40
5	Engineering	Design Meetings	64	\$8,728.28
6	Engineering	Preliminary Elevator and Stairwell Design	312	\$39,176.54
7	Engineering	Final Elevator and Stairwell Design	1,380	\$160,112.28
8	Engineering	Bid Package Development and Support Services	158	\$17,236.00
Design Totals =			2,359	\$294,329.55
9	Construction Engineering	Engineering Support During Construction (DSDC)	284	\$36,265.64

Overall Totals = **2,643** **\$330,595.19**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
		X		RailPros Inc.	1,609	\$191,699.58
X		X		Aguirre & Associates	58	\$9,138.93
				Niryo & Moore	92	\$15,836.68
X		X		Mitchell Architecture	884	\$113,920.00
					0	\$0.00
					0	\$0.00

Totals = **2,643** **\$330,595.19**

ATTACHMENT B Task Order Estimate Hourly Breakdown

Att. A, Al 8, 6/2/16

Consultant/Sub-consultant: RailPro Inc.
Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No.: G1496.0-13
Work Order No.: 13.12
Attachment: B

Total Hours = 1,609
Total Costs = \$191,699.58

Item		Contract	WBS		Task Description										Totals		Percent of Total		
															Hours		Costs		
1		G1456.0-13																	
Billing Code		Admin		Project Management & Coordination												\$29,093.44			
1.1	0100	Progress Reports and Invoices		8							10	4	22	\$2,366.48	1.4%	1.3%			
1.2	0100	Project Coordination MTS/Stakeholders		40									40	\$7,215.20	2.5%	3.8%			
1.3	0100	Coordination with Subconsultants		40									40	\$7,215.20	2.5%	3.8%			
1.4	0100	Quality Assurance/Quality Control (QA/QC)		32	40								72	\$12,266.56	4.5%	6.4%			
		ODCs not specific to a Subtask (General)												\$0.00	0.0%	0.0%			
		Subtotals (Hours) =		120					0	0	10	4	174	\$29,093.44	10.8%	15.2%			
		Subtotals (Costs) =		\$21,845.60	\$6,494.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$715.40	\$238.04	\$0.00	\$29,093.44	10.8%	15.2%			
2																			
Billing Code		Surveying		Survey/DTM												\$0.00			
2.1	0600	Survey Control											0	\$0.00	0.0%	0.0%			
2.2	0600	Field Survey											0	\$0.00	0.0%	0.0%			
2.3	0600	Prepare DTM											0	\$0.00	0.0%	0.0%			
		ODCs not specific to a Subtask (General)											0	\$0.00	0.0%	0.0%			
		Subtotals (Hours) =		0	0	0	0	0	0	0	0	0	0	\$0.00	0.0%	0.0%			
		Subtotals (Costs) =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	0.0%			
3																			
Billing Code		Geotechnical		Geotechnical Investigation												\$0.00			
3.1	0600	Review Existing Documents											0	\$0.00	0.0%	0.0%			
3.2	0600	Site Visit											0	\$0.00	0.0%	0.0%			
3.3	0600	Obtain Permit											0	\$0.00	0.0%	0.0%			
3.4	0600	Perform Field Work											0	\$0.00	0.0%	0.0%			
3.5	0600	Prepare Geotechnical Report											0	\$0.00	0.0%	0.0%			
		ODCs not specific to a Subtask (General)											0	\$0.00	0.0%	0.0%			
		Subtotals (Hours) =		0	0	0	0	0	0	0	0	0	0	\$0.00	0.0%	0.0%			
		Subtotals (Costs) =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	0.0%			
4																			
Billing Code		Engineering		Document Review and Site Visits												\$7,757.40			
4.1	0600	Review Existing Documents		8				24	12			4	48	\$5,162.16	3.0%	2.7%			
4.2	0600	Site Visits (4 max)		6			6		6				22	\$2,595.24	1.4%	1.4%			
		ODCs not specific to a Subtask (General)												\$0.00	0.0%	0.0%			
		Subtotals (Hours) =		14		0	0	32	20	0	0	4	70	\$7,757.40	4.4%	4.0%			
		Subtotals (Costs) =		\$2,525.32	\$0.00	\$0.00	\$0.00	\$3,320.64	\$1,651.00	\$0.00	\$0.00	\$238.04	\$0.00	\$7,757.40	4.4%	4.0%			

ATTACHMENT B Task Order Estimate Hourly Breakdown

Att. A, AI 8, 6/2/16

Consultant/Sub-consultant: RailPros Inc.
Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No.: G1496.0-13
Work Order No.: 13.12
Attachment: B

Total Hours = 1,609
Total Costs = \$191,699.58

Item	Contract	WBS	Task Description	Senior PM / QA (Matt Britten)	Project Manager (David Berryman)	Senior Structural Engineer (Bob Matthews)	Designer (Dan Alvira)	Engineer 1 (Rob Zahurak)	CADD Tech (Tony Real)	Admin 1 (Paula Ring)	Tech (Jenny Dollete)	Total Hours	Totals	Percent of Total
5	Billing Code	Engineering	Design Meetings											
5.1	0600	Participate in Design Meetings (four max.)		8			12					20	\$2,728.28	1.4%
		ODCs not specific to a Subtask (General)		8	0	0	12	0	0	0	0	20	\$2,728.28	1.4%
		Subtotals (Hours) =		\$1,443.04	\$0.00	\$0.00	\$1,245.24	\$0.00	\$0.00	\$0.00	\$0.00	20	\$2,728.28	1.4%
		Subtotals (Costs) =												

6	Billing Code	Engineering	Preliminary Elevator and Stairwell Design											
6.1	0600	Preliminary Design		8	8	2	16	8	16			32	\$3,763.76	2.0%
6.2	0600	Prepare General Layout										54	\$5,516.72	2.9%
6.3	0600	Develop Architectural Features										0	\$0.00	0.0%
6.4	0600	Prepare Preliminary Cost Estimate		2			2	4				8	\$88.50	0.5%
6.5	0600	Prepare Preliminary Submittal Package		6			4	4				14	\$1,827.56	1.0%
		ODCs not specific to a Subtask (General)		16	8	2	34	32	16	0	0	108	\$12,006.54	6.3%
		Subtotals (Hours) =		\$2,886.08	\$1,288.88	\$595.16	\$3,528.18	\$2,641.50	\$1,056.64	\$0.00	\$0.00	108	\$12,006.54	6.3%
		Subtotals (Costs) =												

7	Billing Code	Engineering	Final Elevator and Stairwell Design											
7.1	0600	Perform General Civil Design		24	50			32				106	\$15,088.72	7.9%
7.2	0600	Perform Architectural Design										0	\$0.00	0.0%
7.3	0600	Perform Elevator Design										0	\$0.00	0.0%
7.4	0600	Perform Structural Design				8	60	32				130	\$14,381.54	7.5%
7.5	0600	Prepare Construction Documents												
8.5.1	0600	30% PS&E		4	4	4	18	45	36			111	\$10,521.33	5.5%
8.5.2	0600	60% PS&E		24	18	8	24	80	75			229	\$23,678.72	12.4%
8.5.3	0600	90% PS&E		40	18	8	24	55	50			195	\$22,851.05	11.9%
8.5.4	0600	100% PS&E		12	12	4	6	25	24	6	8	104	\$11,078.12	5.8%
7.6	0600	Final, L1/L2, Safety Coordination and City Permit		12	24			12				48	\$7,051.80	3.7%
		ODCs not specific to a Subtask (General)		116	128	32	164	284	185	8	8	923	\$104,632.28	54.6%
		Subtotals (Hours) =		\$20,924.08	\$20,457.96	\$9,522.56	\$17,018.28	\$23,444.20	\$12,217.40	\$572.32	\$476.08	923	\$104,632.28	54.6%
		Subtotals (Costs) =												

Total Hours =	1,609	Consultant/Sub-consultant:	RailPros Inc.
Total Costs =	\$131,699.58	Task Order Title:	Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No.:	G1496.0-13
Work Order No.:	13.12
Attachment:	B

[illegible]

1,609	\$191,699.58
1,609	\$191,699.58

	320	218	34	340	418	245	16	0
Totals (Summary) =								
Total (Hours) =	N/A							
Total (Costs) =	\$57,721.50	\$35,394.48	\$10,117.72	\$35,281.80	\$34,505.90	\$16,179.80	\$1,287.72	\$0.00
Percentage of Total (Hours) =	18.9%	13.5%	2.1%	28.0%	15.2%	1.1%	0.0%	0.0%
Percentage of Total (Costs) =	30.1%	18.5%	5.3%	19.4%	18.0%	8.4%	0.7%	0.0%
	0.1%							

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant:	RailPros Inc.
Task Order Title:	Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No.:	G1496.0-13
Task Order No.:	13.12
Attachment:	B

ODC Item	Description	Unit	Unit Cost	TASKS/WBS (1-5)									
				Admin		Surveying		Engineering		Engineering		Quantity	Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total		
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$40.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$40.00
3	Survey/Topo/DTM/R.O.W				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation 1		\$0.56		\$0.00		\$0.00		\$0.00	40	\$22.40		\$0.00
6	Transportation 2		\$0.56		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8							\$0.00		\$0.00		\$0.00		\$0.00
9													\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation 1		\$0.00		\$0.00		\$0.00		\$0.00	250	\$140.00
6	Transportation 2		\$0.00		\$0.00		\$0.00		\$0.00	100	\$56.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASK3/WS5 (11-15)											
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation 1		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Transportation 2		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =		\$0.00	Subtotal =		\$0.00	Subtotal =		\$0.00	Subtotal =		\$0.00
Totals =		\$0.00									

ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
												Quantity	Total
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$40.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	290	\$162.40
6	Transportation 1		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100	\$56.00
7	Transportation 2		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

ATTACHMENT B **Task Order Estimate** **Hourly Breakdown**

Att. A, AI 8, 6/2/16

Contract No.: **G1496.0-13**
 Work Order No.: **13.12**
 Attachment: **B**

Consultant/Sub-consultant: **Aguirre & Associates**
 Task Order Title: **Fashion Valley Transit Center Elevator and Stairwell Improvements**

Total Hours = **58**
 Total Costs = **\$9,138.93**

Item	Contract	WBS	Task Description	ODCs	Task Manager	Party Chief 1	Lead Surveyor 1	Chairman 1	Survey Tech 1	Total Hours	Totals		Percent of Total
											Hours	Costs	
2	G1496.0-13										\$9,138.93		
		Surveying	Survey/DTM										
2.1		Survey Control				7	3	7		17	\$3,011.28	29.3%	33.0%
2.2		Field Survey				12	1	12		25	\$4,568.70	43.1%	50.0%
2.3		Prepare DTM					2		14	16	\$1,557.94	27.6%	17.0%
												0.0%	0.0%
												0.0%	0.0%
												0.0%	0.0%
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58 **\$9,138.93**
58 **\$9,138.93**

Totals (Summary) =
 Total (Hours) = **N/A**
 Total (Costs) = **\$0.00**
 Percentage of Total (Hours) = **N/A**
 Percentage of Total (Costs) = **0.0%**

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant: Aguirre & Associates

Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No: G1496.0-13

Task Order No: 13.12

Attachment: B

TASKS/WBS (1-4)												
ODC Item	Description	Unit	Unit Cost	Admin		Surveying		Engineering		Engineering		Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
1	Reproduction		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Transit		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
3	Survey/Topo/DTM/R.O.W				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5	Transportation		\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8							\$0.00		\$0.00		\$0.00	\$0.00
9												\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal =					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

TASKS/WBS (5-10)												
ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total
1	Reproduction			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
2	Transit			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
3	Survey/Topo/DTM/R.O.W			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
4	Traffic Analysis			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
5	Transportation			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
6	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
7	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
8	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
9	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
10	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
Subtotal =					\$0.00			\$0.00	\$0.00			\$0.00

TASKS/WBS (11-15)												
ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total
1	Reproduction			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
2	Transit			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
3	Survey/Topo/DTM/R.O.W			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
4	Traffic Analysis			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
5	Transportation			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
6	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
7	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
8	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
9	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
10	0			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
Subtotal =					\$0.00			\$0.00	\$0.00			\$0.00
Totals =												\$0.00

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Totals =	\$0.00

ATTACHMENT B Task Order Estimate Hourly Breakdown

Att. A, AI 8, 6/2/16

Total Hours = 92		Contract No.: G1496.0-13	
Total Costs = \$15,836.68		Work Order No.: 13.12	
		Attachment: B	
Consultant/Sub-consultant: Ninyo & Moore		Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements	

Item	Contract	WBS	Task Description	ODCs	Kenneth Mansir	Gregory Farrand	Ronald Halbert	Jeffery Kant	Christina Trebiljak	Medan Chiumalla	Nissa Morton	Chris Vont	Prevailing Wage Technician	Jesse Lahman	Total Hours	Totals	Percent of Total
					\$158.88	\$152.02	\$146.06	\$142.35	\$95.19	\$124.25	\$76.66	\$75.34	\$162.09	\$105.76			
3			Geotechnical Investigation													\$15,836.68	
3.1			Review Existing Documents		2				2		4	2			8	\$547.70	8.7%
3.2			Site Visit						2		2				6	\$561.46	6.5%
3.3			Obtain Permit						2		4	4			10	\$798.38	10.9%
3.4			Perform Field Work	\$7,500.00					8		18	12			38	\$10,545.48	41.3%
3.5			Prepare Geotechnical Report				2	4		10	14				30	\$3,183.66	32.5%
			ODCs not specific to a Subtask (General)	\$0.00											0	\$0.00	0.0%
			Subtotals (Hours) =	N/A	2	0	2	4	14	10	42	18	0	0	92	\$15,836.68	100.0%
			Subtotals (Costs) =	\$7,500.00	\$317.76	\$0.00	\$296.12	\$571.80	\$1,332.66	\$1,242.50	\$3,219.72	\$1,356.12	\$0.00	\$0.00	92	\$15,836.68	100.0%

15800

92	\$15,836.68
92	\$15,836.68

Totals (Summary) =																	
Total (Hours) =	N/A																
Total (Costs) =	\$7,500.00																
Percentage of Total (Hours) =	N/A																
Percentage of Total (Costs) =	47.4%																

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant:	Ninjo & Moore
Task Order Title:	Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No:	G1496.0-13
Task Order No:	13.12
Attachment:	B

ODC Item	TASKS/WBS (1-6)												
	Description	Unit	Unit Cost	Admin		Surveying		Engineering		Engineering		Quantity	Total
Quantity				Total	Quantity	Total	Quantity	Total	Quantity	Total			
1	Reproduction		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	CPTs and Lab Testing		\$7,500.00		\$0.00		\$0.00		\$0.00	1	\$7,500.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8							\$0.00		\$0.00		\$0.00		\$0.00
9													\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	CPTs and Lab Testing		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	CPTs and Lab Testing		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =													\$0.00

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$7,500.00
7	CPTs and Lab Testing		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$7,500.00

Contract No.: G1496.0-13
Work Order No.: 13.12
Attachment: B

Consultant/Sub-consultant: Mitchell J Architecture
Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Total Hours = 884
Total Costs = \$113,920.00

Item				Contract	WBS	Task Description		ODCs				Principal	Project Manager	Production Manager	Staff Architect	Visualization Services	Interior Designer	Senior Drafter	Intermediate Drafter	Specifications Writer	Electrical Engineer	Mechanical Engineer	Total Hours	Totals	Percent of Total
																								Hours	Costs
4				G1496.0-13		Engineering Document Review and Site Visits																			
4.1						Engineering	Document Review and Site Visits																		
4.2						Site Visits (4 max)																			
						ODCs not specific to a Subtask (General)																			

ATTACHMENT B
Task Order Estimate
Hourly Breakdown

[illegible]

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant: **Mitchell J Architecture**
Task Order Title: **Fashion Valley Transit Center Elevator and Stairwell Improvements**

Contract No: **01498.0-13**
Task Order No: **13.12**
Attachment: **B**

ODC Item	Description	Unit	Unit Cost	Admin		Surveying		Engineering		Engineering		Quantity	Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total		
1	Reproduction		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Preliminary Title Report		\$750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8							\$0.00		\$0.00		\$0.00		\$0.00
9													\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Preliminary Title Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Preliminary Title Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =																	\$0.00

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
4	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
6	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
7	Preliminary Title Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =																	\$0.00

NOTICE OF EXEMPTION

TO:	FROM: San Diego Metropolitan Transit System (Lead Agency)
☐ Office of Planning and Research P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	
☒ Clerk of the Board of Supervisors or County Clerk County of: San Diego	Address: 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

1. Project Title:	Fashion Valley Station Second Elevator Project
2. Project Applicant:	San Diego Metropolitan Transit System (lead agency)
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	1205 Fashion Valley Road, San Diego, CA 92108(see attached map)
4. (a) Project Location – City: San Diego	(b) Project Location – County: San Diego
5. Description of nature, purpose, and beneficiaries of Project:	On June 16, 2016, the San Diego Metropolitan Transit System ("MTS") approved the Fashion Valley Station Second Elevator Project ("Project"). The Fashion Valley Trolley Station is one of MTS' most highly traveled stations with more than 6,000 passengers per day. In order to continue servicing the increased number of passengers, an additional elevator is needed for supplementing peak travel periods and also for maintenance of the existing elevator. The existing stairwell will be relocated to accommodate the additional elevator within the existing station footprint. All modifications to the station, and associated construction staging, would occur within the existing station footprint and would have no adverse effects to traffic circulation.
6. Name of Public Agency approving project:	San Diego Metropolitan Transit System

7.	Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	San Diego Metropolitan Transit System
8.	Exempt status: (check one)	
(a)	☐ Ministerial project.	
(b)	☐ Not a project.	
(c)	☐ Emergency Project.	
(d)	☒ Categorical Exemption. State type and section number:	Class 1, State CEQA Guidelines, § 15301 (existing facilities) Class 2, State CEQA Guidelines, § 15302 (replacement or reconstruction) Class 3, State CEQA Guidelines, § 15303 (new construction) Class 11, State CEQA Guidelines, § 15311 (accessory structures)
(e)	☐ Declared Emergency.	
(f)	☒ Statutory Exemption. State Code section number:	Pub. Resources Code, § 21080 (b)(10)
(g)	☐ Other. Explanation:	
9.	Reason why project was exempt:	The Project is categorically exempt under Class 1 because it consists of the minor alteration of existing public structures, facilities, and topographical features involving negligible or no expansion of use to meet accessibility and public safety requirements (i.e., addition of new elevator shaft and stair replacement). (14 Cal. Code Regs., § 15301.) The Project is categorically exempt under Class 2 because it consists of the replacement or reconstruction of existing structures and facilities where the new structure (i.e. elevator shaft and stair replacement) will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. (14 Cal. Code Regs., § 15302.) The Project is categorically exempt under Class 3 because it consists of the construction and location of limited numbers of new, small facilities and structures. (14 Cal. Code Regs., § 15303.) The Project includes an increase in the number of on-site elevators from one (1) to two (2) and will be similar in size. The Project is categorically exempt under Class 11

	because it consists of the replacement of minor structures accessory to existing institutional facilities which include stair modification. (14 Cal. Code Regs., § 15311.) Lastly, the Project is statutorily exempt because it consists of the modernization of an existing station and parking facilities that would facilitate the increase of passenger or commuter services on rail or highway rights-of-way already in use. (Pub. Resources Code, § 21080, subd. (b)(10).) The Project would increase the number of elevators that provide access to the existing trolley station.
10. Lead Agency Contact Person:	Michael Diana
Telephone:	(619) 595-1021
11. If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	N/A
12. Has a Notice of Exemption been filed by the public agency approving the project?	☐ Yes ☐ No ☐
13. Was a public hearing held by the lead agency to consider the exemption?	☐ Yes ☒ No ☐
If yes, the date of the public hearing was: June 16, 2016	

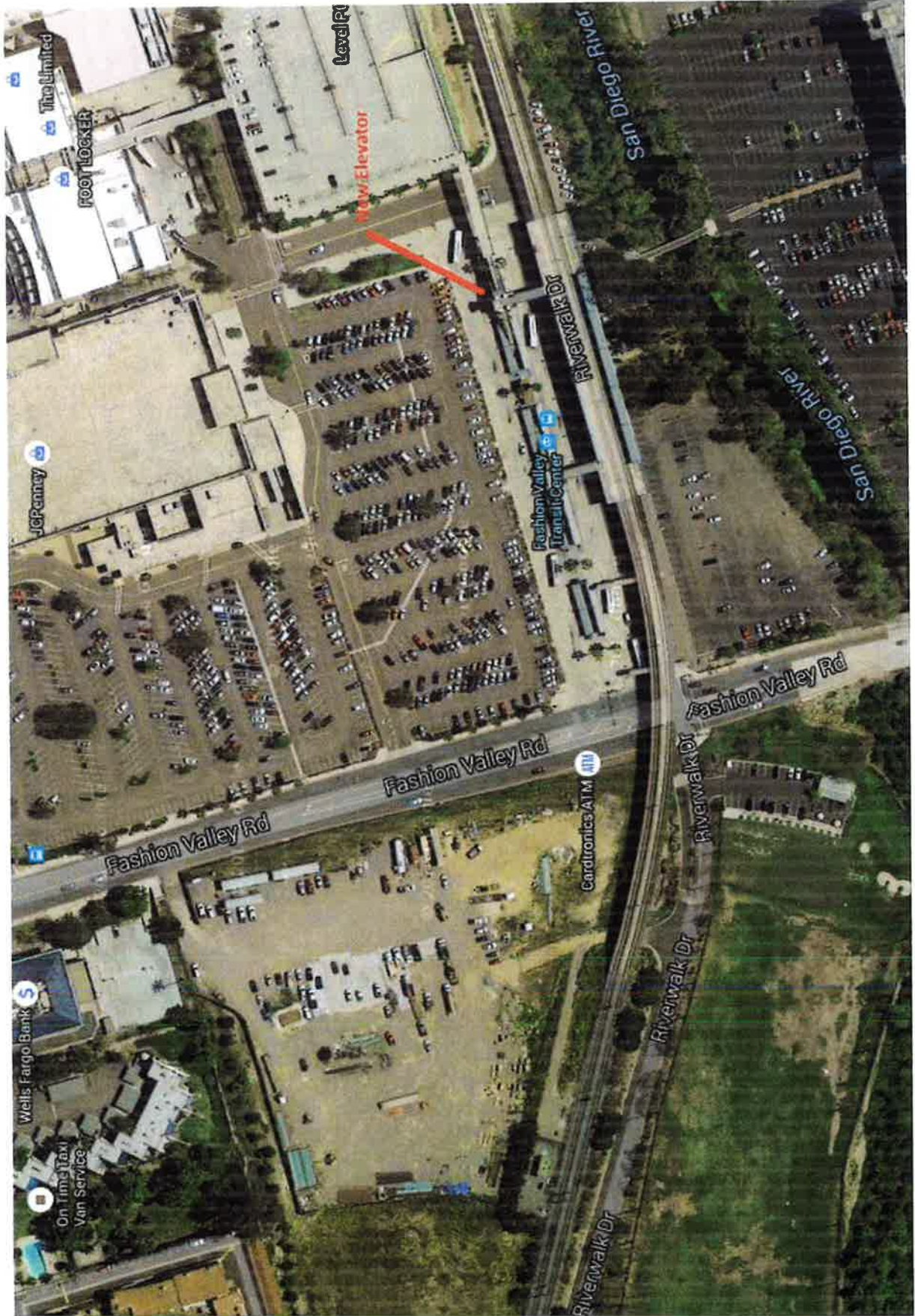
Signature: _____ Date: _____
 Title: _____

☐ ☐ Signed by Lead Agency ☐ ☐ Signed by Applicant

Date Received for Filing: _____

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21100, Public Resources Code.
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.





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

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

TRANSIT ON BOARD VIDEO SURVEILLANCE SYSTEM POST-WARRANTY
MAINTENANCE, REPAIR, AND SUPPORT SERVICES – SOLE SOURCE CONTRACT
AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0645.0-16 (in substantially the same format as Attachment A), with Apollo Video Technology (Apollo), on a sole source basis, for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet On Board Video Surveillance System (OBVSS) for two (2) base years with an option to extend for an additional three (3) years.

Budget Impact

The value of this agreement will not exceed \$2,941,760.01 and is funded by Transit Security Grant Program (TSGP) funding project 10070050. The annual amounts are as follows:

	Service Contract	Software Maintenance	Parts	Total
Year 1	\$ 123,786.00	\$ -	\$ 259,780.00	\$ 383,566.00
Year 2	\$ 136,643.00	\$ 31,440.00	\$ 314,163.20	\$ 482,246.20
Year 3 (Option yr 1)	\$ 170,442.00	\$ 46,366.00	\$ 371,477.32	\$ 588,285.32
Year 4 (Option yr 2)	\$ 211,008.00	\$ 46,750.00	\$ 419,007.38	\$ 676,765.38
Year 5 (Option yr 3)	\$ 267,260.00	\$ 61,290.00	\$ 482,347.11	\$ 810,897.11
Total	\$ 909,139.00	\$ 185,846.00	\$ 1,846,775.01	\$ 2,941,760.01



DISCUSSION:

In July 2010, the MTS Board of Directors authorized the award of MTS Doc No. B0521.0-09 to Apollo for the purchase and installation of OBVSS for its bus fleet. This initial outfitting included the acquisition, set-up and implementation of the necessary equipment, supporting back-office systems and transit site wireless network for MTS transit buses. The agreement also included a 3-year warranty on parts, labor and workmanship which became effective upon acceptance of each installation. The warranty began expiring on initial installs in August 2013 and fully expired in September 2015. Currently MTS has a maintenance services agreement that expires on June 30, 2016. This new proposed agreement will continue to cover the same services for another five years.

In addition, new buses purchased from 2013 to present, which also include a 3-year warranty on parts, labor and workmanship, and will be expiring during the term of this new agreement, shall be added into said agreement upon warranty expiration.

The MTS ADA and Minibus fleet was recently equipped with Apollo camera systems in September 2015 under MTS Doc No. B0521.8-09 and will also fall out of warranty during the last two option years of said service agreement. If MTS chooses to exercise the option years within this agreement, the ADA and Minibus fleet shall also be added and covered.

This is a sole-source procurement. The current system is neither supported nor serviced by any existing after-market sources as the original contractor, Apollo, has exclusive rights to the program and codes used to build the system's operating software. As such, it is not anticipated that holding a competitive procurement will result in any benefit to MTS. However, in an effort to keep costs down, MTS will procure and refurbish hard drives in-house and provide them to Apollo for replacement into the fleet. All other parts will be supplied by Apollo on an as-needed basis and MTS shall be invoiced upon component replacement. Billing for parts upon usage versus having a fixed-parts rate per vehicle resulted in a cost savings for MTS of \$561,320 (an initial proposal of \$3,503,080.01 to a Best and Final Offer of \$2,941,760.01). The costs are in-line with the increasing post warranty services and aging fleet, and will cover all repair, maintenance and support including vandalism and wear and tear due to road conditions. Thus, staff has determined that the price proposal is fair and reasonable and is to the best advantage of MTS.

Therefore, staff recommends that MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0645.0-16 (in substantially the same format as Attachment A), with Apollo, on a sole source basis, for the provision of post-warranty maintenance, repair and parts support services for the MTS bus fleet OBVSS for two (2) base years with an option to extend for an additional three (3) years.



Paul G. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Draft MTS Doc. No. B0645.0-16
B. Apollo Quotation Pricing

STANDARD SERVICES AGREEMENT

B0645.0-16
CONTRACT NUMBER

DRAFT

10070050
FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Apollo Video TechnologyAddress: 24000-35th Avenue SEForm of Business: CorporationBothell, WA 98021

(Corporation, partnership, sole proprietor, etc.)

Telephone: (425) 483-7100Email Address: Tom.Gardner@apollovideo.comAuthorized person to sign contracts: Rodell Notbohm
NameCEO
Title

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

Provide transit onboard video surveillance system post warranty maintenance, repair and support services per the Scope of Work (attached as Exhibit A), Apollo's proposal dated __ (attached as Exhibit B) and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C).

The contract term is two (2) base years and three (3) 1-year option terms, exercisable at MTS' sole discretion, for a total of five years. Base period shall be effective July 1, 2016 through June 30, 2018; and option years shall be effective July 1, 2018 through June 30, 2021, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$865,812 for the base year and \$2,075,947.81 for the option years, for a total not to exceed \$2,941,760.01 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$865,812.20	10070050	FY 17 - 18

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

Date

SA-SERVICES REVISED (REV 10-15) DATE



Attachment B B0645.0-16 - TRANSIT OBVSS POST WARANTY Att. B, AI 9, 6/9/16 MAINTENANCE, REPAIR, AND SUPPORT SERVICES

Quotation #: 160405D

Date: 5/16/2016
Payment Terms: Net 30 w/ Signed PO
Shipping Terms: FOB Origin

Bill to: San Diego Metropolitan Transit System
1255 Imperial Avenue, Ste 1000
San Diego CA 92101

Line	Qty	Model	Description	Unit Price	Ext. Price
Service Contract:					
1	414	-	SERVICE CONTRACT, YEAR 1 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$299.00	\$123,786.00
2	457	-	SERVICE CONTRACT, YEAR 2 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$299.00	\$136,643.00
3	557	-	SERVICE CONTRACT, YEAR 3 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$306.00	\$170,442.00
4	672	-	SERVICE CONTRACT, YEAR 4 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$314.00	\$211,008.00
5	830	-	SERVICE CONTRACT, YEAR 5 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$322.00	\$267,260.00
Subtotal, 5 Year Contract:					\$909,139.00

VIM Software Maintenance:

YEAR 1:					
6	2	AVT-VIM-M-500	VIM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
7	2	AVT-VIM-M-500	VIM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
YEAR 2:					
8	2	AVT-VIM-M-500	VIM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
9	2	AVT-VIM-M-500	VIM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	\$15,720.00	\$31,440.00
YEAR 3:					
10	2	AVT-VIM-M-750	VIM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
11	2	AVT-VIM-M-750	VIM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	\$23,183.00	\$46,366.00
YEAR 4:					
12	2	AVT-VIM-M-750	VIM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
13	2	AVT-VIM-M-750	VIM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	\$23,375.00	\$46,750.00
YEAR 5:					
14	2	AVT-VIM-M-1000	VIM Software Maintenance for Fleets of 1,000 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
15	2	AVT-VIM-M-1000	VIM Software Maintenance for Fleets of 1,000 Vehicles or Less (Unit Price is per year, per Module)	\$30,645.00	\$61,290.00
Subtotal, 5 Year Software Maintenance:					\$185,846.00



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

TAXICAB ADVISORY COMMITTEE LEASE DRIVER MEMBER ELECTION RESULTS

RECOMMENDATION:

That the Board of Directors approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

Budget Impact

None.

DISCUSSION:

Beginning Monday, April 25, 2016 through Wednesday, April 27, 2016, 9:00 a.m. to 4:00 p.m. each day, the MTS Taxicab Administration held an election for taxicab lease drivers nominated to become members of the MTS Taxicab Advisory Committee. Candidates apply through a self-nomination process.

MTS Taxicab Administration staff, the MTS Internal Auditor, and impartial observers, Mr. Alor Calderon - Employee Rights Center, Mr. Steve Rivera - Interfaith Center for Worker Justice, and the Vote Validation Subcommittee (comprised of current Taxicab Advisory Committee member Mr. Tony Hueso), met on April 28, 2016, to confirm the validity of the ballots and count the votes. Mr. Kamran Hamidi and Mr. Akbar Majid were originally selected as part of the Vote Validation Subcommittee, but did not attend. There were no alternates for Mr. Hamidi or Mr. Majid.

Based on the current Taxicab Advisory Committee Guidelines, five seats are available for taxicab lease drivers. Six candidates were considered by lease driver voters. Accordingly, staff and subcommittee findings determined that the following lease drivers received the most votes and are eligible for appointment by the MTS Board to the



Taxicab Advisory Committee for the next three-year term, beginning June 15, 2016 and ending in 2019.

The five lease driver candidates with the highest number of votes:

NAME	VOTES
Alfred Banks	26
Able Seifu	25
Tarek Afifi	21
Mohamed Mumin Omar	17
Margo Tanguay	8

Upon Board approval, the winners of each category will be notified and invited to attend the next Taxicab Advisory Committee, scheduled for June 15, 2016.

In addition, the organizations with representatives currently serving on the Taxicab Advisory Committee have all agreed to maintain a representative on the committee, with the exception of the San Diego Tourism Authority. This position will be listed as vacant. Therefore, for quorum purposes, the full membership total of the TAC will be 16 members, and 9 members will be required for any meeting to take place.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.7034, sharon.cooney@sdmts.com

Attachments: A. Staff Vote Count
B. TAC Subcommittee Memo of Validation
C. Taxicab Advisory Committee Guidelines



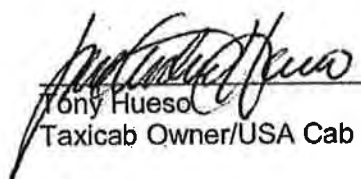
Att. A, AI 10, 6/9/16

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METROPOLITAN TRANSIT SYSTEM
2016 TAXICAB ADVISORY COMMITTEE LEASE DRIVER ELECTION VOTE COUNT

TAXICAB LEASE DRIVER NOMINEES

LEASE DRIVER NOMINEE NAME	VOTE COUNT
Mr. Tarek Afifi	21
Mr. Alfred Banks	26
Mr. Mohamed Mumin Omar	17
Mr. Able Seifu	25
Ms. Margo Tanguay	8
Mr. David Tasem	7


Tony Hueso
Taxicab Owner/USA Cab LTD

Akbar Majid
Taxicab Owner/SDYC Holdings, LLC


Toufic Tabshouri
MTS Internal Auditor

Date: 4/28/2016

KFoster/Taxicab
Taxicab Advisory Committee/Vote Count
F-LEASE DRIVER.BALLOT



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466, FAX: 619.234.3407

Memorandum

TAXI 585.3, 585.11

DATE: April 28, 2016
TO: Metropolitan Transit System Board of Directors
FROM: Bill Kellerman, Taxicab Administration Manager
SUBJECT: VALIDATION AFFIRMATION

The undersigned members of the Metropolitan Transit System Taxicab Advisory Committee Vote Validation Subcommittee attest and affirm by their signature affixed below that:

- they were present when the Vote Validation Subcommittee met at the offices of the MTS Taxicab Administration on Thursday, April 28, 2016;
- they reviewed and validated the ballots and did a vote count for each of the individuals nominated for service on the MTS Taxicab Advisory Committee; and
- they agreed and confirmed that the rank order of candidates in accordance with the vote count is accurate.



Tony Hueso
Taxicab Owner/USA Cab LTD

Akbar Majid
Taxicab Owner/SDYC Holdings, LLC

Verified by:



Toufic Tabshouri
MTS Internal Auditor

Date: 4/28/2016

KFoster/Taxicab/Comm-Subcomm./Taxicab Comm.
M-2016 LEASE DRIVER ELEC. VAL. AFFIRM.

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.





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San Diego, CA 92101-7490
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METROPOLITAN TRANSIT SYSTEM TAXICAB ADVISORY COMMITTEE GUIDELINES

TAXI 585.3

1 PURPOSE

The Taxicab Advisory Committee's purpose is to:

- 1.1 Provide feedback on taxicab matters destined for Board action;
- 1.2 Review summaries of administrative hearing officer decisions concerning taxicab owner and driver penalties;
- 1.3 Discuss taxicab owners'/drivers' written grievances;
- 1.4 Review summaries of complaints concerning taxicab service;
- 1.5 Review vehicle inspection criteria, process, results, and rankings;
- 1.6 Review the Chief Executive Officer's Annual Fee Schedule; and
- 1.7 Comment on MTS's work program concerning taxicab matters.

2 MEMBERSHIP

Seventeen members are appointed as follows:

- 2.1 One representative of the MTS Board of Directors appointed on an annual basis, who will be designated by the MTS Board of Directors to serve as Chairman of the Taxicab Advisory Committee.
- 2.2 One member appointed by the San Diego Tourism Authority, the San Diego County Regional Airport Authority, San Diego Convention Center, San Diego Travelers Aid Society, and two members from the Hotel Industry, each serving a three-year term.
- 2.3 Five taxicab owners with at least three years' experience and in good standing, each serving a three-year term, elected by taxicab owners, divided as follows:



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.

- a. Two seats are designated for representation of owners of one to three taxicabs;
and,
 - b. Three seats are designated for representation of owners of four or more taxicabs.
- 2.4 Five taxicab lease drivers in possession of a San Diego Sheriff's Department-issued Taxicab Driver Identification Card valid in the MTS areas of jurisdiction, being in good standing with the Sheriff's Licensing Division, and currently serving as a driver for at least three years leading up to the election. The election shall comply with the following guidelines:
- a. Lease driver representatives shall be elected by licensed drivers operating in MTS areas of jurisdiction.
 - b. Lease driver representative elections shall take place every three years at the same time as the owner representative elections.
 - c. Both owners and lease driver representatives shall meet the eligibility requirements at all times while serving on the Taxicab Advisory Committee.
- 2.5 A taxicab owner member unable to attend a meeting may appoint an alternate from the same or similarly sized company to attend in his or her absence.
- 2.6 A taxicab driver unable to attend a meeting may appoint a driver with a similar experience level (within 2 years), not less than three years, to attend in his, or her, absence.
- 2.7 The Taxicab Advisory Committee shall make an interim appointment if a member's seat becomes vacant within the three-year term.
- 2.8 The Vice Chairman will be the representative for the San Diego Tourism Authority.
- 2.9 One non-voting member will be appointed by the County of San Diego's Department of Agriculture, Weights and Measures.
- 2.10 One non-voting member will be appointed by the County of San Diego Sheriff's Department.

3 MEETINGS

- 3.1 Taxicab Advisory Committee meetings are subject to the provisions of the Ralph M. Brown Act, California Government Code, Section 54950, et. seq.
- 3.2 Taxicab Advisory Committee meetings will be held quarterly at the offices of MTS.
- 3.3 The agenda for each meeting will be posted in the MTS lobby.
- 3.4 The agenda, backup materials, and minutes of the previous meeting will be sent to each member ten calendar days in advance of the meetings.

- 3.5 The Chairman may call special meetings, as necessary.
- 3.6 Fifty-one percent attendance is a quorum to hold a meeting.

4 VOTING

- 4.1 Each member of the Taxicab Advisory Committee has an equal vote.
- 4.2 Fifty-one percent of the votes of those in attendance will approve an item.
- 4.3 A roster of the Taxicab Advisory Committee members who voted will be provided to the MTS Board of Directors, along with the item, for MTS Board action on an agenda item.

5 APPROVAL

- 5.1 These Guidelines were revised by the MTS Board of Directors on January 14, 2016.
- 5.2 The MTS CEO shall have the authority to implement additional procedures to carry out elections and maintain regular and orderly meetings of the Taxicab Advisory Committee.



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San Diego, CA 92101-7490
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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

TAXICAB ADVISORY COMMITTEE PERMIT HOLDER MEMBER ELECTION
RESULTS

RECOMMENDATION:

That the Board of Directors approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

Budget Impact

None.

DISCUSSION:

On April 27, 2016, ballots listing the nominees were mailed to all current taxicab permit holders, and completed ballots were received until 4:00 p.m. on May 11, 2016. Candidates apply through a self-nomination process.

MTS Taxicab Administration staff, the MTS Internal Auditor, impartial observers, Mr. Steve Rivera - Interfaith Center for Worker Justice, Mr. Houshang Nahavandian - ESM Corporation and Mr. Tony Hueso - USA Cab, Ltd., met on May 12, 2016 to count and tally the votes.

On May 13, 2016, MTS Taxicab Administration staff, the MTS Internal Auditor, and the Vote Validation Subcommittee (comprised of current Taxicab Advisory Committee members Mr. Tony Hueso and Mr. Akbar Majid), met to confirm the validation of the staff's vote count. Mr. Kamran Hamidi was originally selected as part of the Vote Validation Subcommittee, but did not attend. There was no alternate for Mr. Hamidi.



Based on the current Taxicab Advisory Committee Guidelines, five seats are available for taxicab permit holders. Three seats are designated for representation of permit holders of four or more taxicabs. Five candidates were considered by permit holder voters. Two seats are designated for representation of permit holders of one to three taxicabs. Twelve candidates were considered by permit holder voters. Accordingly, staff and subcommittee findings determined that the following permit holders received the most votes in their category and are eligible for appointment by the MTS Board to the Taxicab Advisory Committee for the next three-year term, beginning June 15, 2016 and ending in 2019.

Category One - Permit Holders of four or more taxicabs:
(Category One will now be referred to as Category b.)

NAME	VOTES
Antonio Hueso	77
Medhanie Weldegiorgis	77
George Abraham	52

Category Two - Permit Holders of one to three taxicabs:
(Category Two will now be referred to as Category a.)

NAME	VOTES
Akbar Majid	73
Nasser Tehrani	67

Upon Board approval, the winners of each category will be notified and invited to attend the next Taxicab Advisory Committee, scheduled for June 15, 2016.

In addition, the organizations with representatives currently serving on the Taxicab Advisory Committee have all agreed to maintain a representative on the committee, with the exception of the San Diego Tourism Authority. This position will be listed as vacant. Therefore, for quorum purposes, the full membership total of the TAC will be 16 members, and 9 members will be required for any meeting to take place.


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.7034, sharon.cooney@sdmts.com

Attachments: A. Staff Vote Count (Category 1 & Category 2)
B. TAC Subcommittee Memo of Validation
C. Taxicab Advisory Committee Guidelines



Metropolitan Transit System

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

CATEGORY ONE CANDIDATES
(Holder of four or more permits)

Date: May 12, 2016

NOMINEE NAME	COMPANY NAME	TOTAL VOTE COUNT
GEORGE ABRAHAM	ERITREAN CAB	52
KASSAHUN DESTA	SILVER TAXI	6
ANTONIO HUESO	USA CAB	77
HOUSHANG NAHAVANDIAN	AMERICAN CAB	47
MEDHANIE WELDEGIORGIS	CHASE TAXI	77

Houshang Nahavandian
Taxicab Owner/ESM Corporation

Tony Hueso
Taxicab Owner/USA Cab LTD

Steve Rivera
Center for Worker Justice

Verified by:

Toufic Tabshouri
MTS Internal Auditor





Att. A, AI 11, 6/9/16

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

CATEGORY TWO CANDIDATES
(Holder of three or fewer permits)

Date: May 12, 2016

NOMINEE NAME	COMPANY NAME	TOTAL VOTE COUNT
CHRISTOPHER AGOH	ECONOMY CAB	31
ABEBE ANTALLO	ABE CAB	23
TESHALE AREFAINE	TESHALE CAB	0
JOSE AREVALO	LEE CAB	0
KAMRAN HAMIDI	V.I.P. TAXI	9
CAMERON HARATIAN	P.B. CAB	22
AKBAR MAJID	YELLOW CAB	73
NASSER TEHRANI	N.A.T. CAB CO.	67
KIDANE WELDEMICHAEL	LOOP CAB	3
SAYED YASIN	SAYED CAB	1
ALEM ZEBIB	SENAFE CAB	3
BEYENE ZEWEDE	BEYENE CAB	0

Houshang Nahavandian
Taxicab Owner/ESM Corporation

Steve Rivera

Center for Worker Justice
1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • 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.

Tony Hueso
Taxicab Owner/USA Cab LTD

Verified by:

Toufic Tabshouri
MTS Internal Auditor





1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466, FAX: 619.234.3407

Memorandum

TAXI 585.3, 585.11

DATE: May 13, 2016
TO: Metropolitan Transit System Board of Directors
FROM: Bill Kellerman, Taxicab Administration Manager
SUBJECT: VALIDATION AFFIRMATION

The undersigned members of the Metropolitan Transit System Taxicab Advisory Committee Vote Validation Subcommittee attest and affirm by their signature affixed below that:

- they were present when the Vote Validation Subcommittee met at the offices of the MTS Taxicab Administration on Friday, May 13, 2016;
- they reviewed and validated the ballots and did a vote count for each of the individuals nominated for service on the MTS Taxicab Advisory Committee; and
- they agreed and confirmed that the rank order of candidates in accordance with the vote count is accurate.

Kamran Hamidi
Taxicab Owner/V.I.P. Taxi

Tony Hueso
Taxicab Owner/USA Cab LTD

Akbar Majid
Taxicab Owner/SDYC Holdings, LLC

Verified by:

Toufic Tabshouri
MTS Internal Auditor

Date: 5/13/2016

KFoster/Taxicab/Comm-Subcomm
M-2016 PERMIT HOLDER ELEC.VAL.AFFIRM



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METROPOLITAN TRANSIT SYSTEM TAXICAB ADVISORY COMMITTEE GUIDELINES

TAXI 585.3

1 PURPOSE

The Taxicab Advisory Committee's purpose is to:

- 1.1 Provide feedback on taxicab matters destined for Board action;
- 1.2 Review summaries of administrative hearing officer decisions concerning taxicab owner and driver penalties;
- 1.3 Discuss taxicab owners'/drivers' written grievances;
- 1.4 Review summaries of complaints concerning taxicab service;
- 1.5 Review vehicle inspection criteria, process, results, and rankings;
- 1.6 Review the Chief Executive Officer's Annual Fee Schedule; and
- 1.7 Comment on MTS's work program concerning taxicab matters.

2 MEMBERSHIP

Seventeen members are appointed as follows:

- 2.1 One representative of the MTS Board of Directors appointed on an annual basis, who will be designated by the MTS Board of Directors to serve as Chairman of the Taxicab Advisory Committee.
- 2.2 One member appointed by the San Diego Tourism Authority, the San Diego County Regional Airport Authority, San Diego Convention Center, San Diego Travelers Aid Society, and two members from the Hotel Industry, each serving a three-year term.
- 2.3 Five taxicab owners with at least three years' experience and in good standing, each serving a three-year term, elected by taxicab owners, divided as follows:



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.

- a. Two seats are designated for representation of owners of one to three taxicabs;
and,
 - b. Three seats are designated for representation of owners of four or more taxicabs.
- 2.4 Five taxicab lease drivers in possession of a San Diego Sheriff's Department-issued Taxicab Driver Identification Card valid in the MTS areas of jurisdiction, being in good standing with the Sheriff's Licensing Division, and currently serving as a driver for at least three years leading up to the election. The election shall comply with the following guidelines:
- a. Lease driver representatives shall be elected by licensed drivers operating in MTS areas of jurisdiction.
 - b. Lease driver representative elections shall take place every three years at the same time as the owner representative elections.
 - c. Both owners and lease driver representatives shall meet the eligibility requirements at all times while serving on the Taxicab Advisory Committee.
- 2.5 A taxicab owner member unable to attend a meeting may appoint an alternate from the same or similarly sized company to attend in his or her absence.
- 2.6 A taxicab driver unable to attend a meeting may appoint a driver with a similar experience level (within 2 years), not less than three years, to attend in his, or her, absence.
- 2.7 The Taxicab Advisory Committee shall make an interim appointment if a member's seat becomes vacant within the three-year term.
- 2.8 The Vice Chairman will be the representative for the San Diego Tourism Authority.
- 2.9 One non-voting member will be appointed by the County of San Diego's Department of Agriculture, Weights and Measures.
- 2.10 One non-voting member will be appointed by the County of San Diego Sheriff's Department.

3 MEETINGS

- 3.1 Taxicab Advisory Committee meetings are subject to the provisions of the Ralph M. Brown Act, California Government Code, Section 54950, et. seq.
- 3.2 Taxicab Advisory Committee meetings will be held quarterly at the offices of MTS.
- 3.3 The agenda for each meeting will be posted in the MTS lobby.
- 3.4 The agenda, backup materials, and minutes of the previous meeting will be sent to each member ten calendar days in advance of the meetings.

3.5 The Chairman may call special meetings, as necessary.

3.6 Fifty-one percent attendance is a quorum to hold a meeting.

4 VOTING

4.1 Each member of the Taxicab Advisory Committee has an equal vote.

4.2 Fifty-one percent of the votes of those in attendance will approve an item.

4.3 A roster of the Taxicab Advisory Committee members who voted will be provided to the MTS Board of Directors, along with the item, for MTS Board action on an agenda item.

5 APPROVAL

5.1 These Guidelines were revised by the MTS Board of Directors on January 14, 2016.

5.2 The MTS CEO shall have the authority to implement additional procedures to carry out elections and maintain regular and orderly meetings of the Taxicab Advisory Committee.



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

PORTABLE TOILET RENTAL SERVICES - CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1881.0-16 (in substantially the same format as Attachment A), with Diamond Environmental, for the provision of Portable Toilet Rental Services for five years effective July 1, 2016 through June 30, 2021.

Budget Impact

The value of this Agreement will not exceed \$691,208.00 and will be funded through the San Diego Transit Corp. (SDTC) and San Diego Trolley Inc. (SDTI) transportation department's annual operating budget for each fiscal year as follows:

Year	Period	Budget GL Account	Budget Amount
Year 1	July 1, 2016- June 30, 2017	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 2	July 1, 2017- June 30, 2018	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 3	July 1, 2018- June 30, 2019	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 4	July 1, 2019- June 30, 2020	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 5	July 1, 2020- June 30, 2021	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Grand Total:			\$ 691,208.00



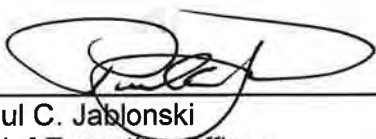
DISCUSSION:

MTS provides approximately twenty (20) portable toilets for bus drivers, train operators, security officers and other staff whose assignments are not currently within proximity to MTS restroom facilities. The portable toilets are at various locations throughout MTS's service area. The number of portable toilets increases periodically during Charger games, Rock and Roll Marathon, La Mesa Oktoberfest, special constructions projects, and other special events.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding \$100,000.

On March 29, 2016 staff issued an Invitation for Bids (IFB) requesting proposals for portable toilet rental services. A single responsive bid was received from Diamond Environmental on the due date of April 21, 2016. To ascertain that the solicitation was properly published and to ensure that its contents were not restrictive, staff conducted a post-bid survey of potential bidders who chose not to respond. Based on the response received, competition was adequate and the reasons for a limited response were caused by conditions beyond MTS's control. In addition, staff performed a detailed price analysis and Diamond Environmental's price was determined to be fair and reasonable based on a comparison with MTS's Independent Cost Estimate and past procurement history for similar services (see Attachment B).

Therefore, MTS staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1881.0-16 (in substantially the same format as Attachment A), with Diamond Environmental, for the provision of Portable Toilet Rental Services for five years effective July 1, 2016 through June 30, 2021.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.7034, sharon.cooney@sdmts.com

Attachments: A. Draft MTS Doc. No.G1881.0-16
B. Cost Analysis

ATTACHMENT A

DRAFT

**STANDARD SERVICES AGREEMENT
FOR
RADIO COMMUNICATION AND SUPPORT SERVICES**

**G1881.0-16
CONTRACT NUMBER**

**OPS 970.4
FILE/PO NUMBER(S)**

THIS AGREEMENT is entered into this _____ day of _____, 2016, 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: Diamond Environmental Services Address: 807 E. Mission Rd.

Form of Business: Corporation San Marcos CA 92069
(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 760 744-7191

Authorized person to sign contracts: Tanno Gomolka Sales Manager
Name Title

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

Portable toilet services for a five year period as specified in the scope of work (attached as Exhibit A), the Bid Summary (attached as Exhibit B), Standard Services Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The contract period of performance shall be Effective July 1, 2016 through June 30, 2021. The total amount of this contract shall not exceed \$691,208.00.00 including California sales tax without prior written approval from MTS.

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

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$ 691,208.00</u>	<u>201014-571250</u> <u>380016-536600</u>	<u>FY 16-21</u>

By: _____
Chief Financial Officer

(_____ total pages, each bearing contract number)

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

ATTACHMENT "B"
COST ANALYSIS

PORTABLE TOILET RENTAL SERVICES
MTS DOC. NO. G1881.0-16

PORTABLE TOILET RENTAL SERVICES	DIAMOND ENVIRONMENTAL	MTS
<i>BID PRICE</i>	\$ 691,208.00	N/A
<i>INDEPENDENT COST ESTIMATE</i>	N/A	\$ 821,930.50

The difference between Diamond Environmental bid price and MTS's independent cost estimate is 15.9 percent lower by comparison.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

APPROVAL TO CLOSE SEVEN (7) J.P. MORGAN CHASE & CO. BANK ACCOUNTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve staff's recommendation to close seven (7) J.P. Morgan Chase & Co. bank accounts to consolidate bank activity.

Budget Impact

None.

DISCUSSION:

With the implementation of SAP, the San Diego Metropolitan Transit System (MTS) was able to consolidate their bank activity, through J.P. Morgan Chase & Co., from twelve bank accounts to five bank accounts.

As indicated within Attachment A, MTS will continue to have a concentration bank account that houses all funds. Under this umbrella account, MTS will maintain a primary account that is used for operating activities for MTS, San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), Taxicab Operations, and San Diego & Arizona Eastern (SD&AE). In addition, MTS has a designated account for payroll, workers compensation, and credit card activities. These four accounts are zero balance accounts (ZBA) and the money is swept nightly in and out of the concentration account into these accounts to satisfy any checks issued or deposits received.

Attachment B represents the current banking structure. As all outstanding checks and deposits have cleared the bank (relating to the previous MTS financial systems), the accounts staff is requesting to close the SDTC primary account, SDTC payroll account,



SDTC workers compensation account, SDTI primary account, SDTI payroll account, SDTI workers compensation account, and the Transdev farebox account.

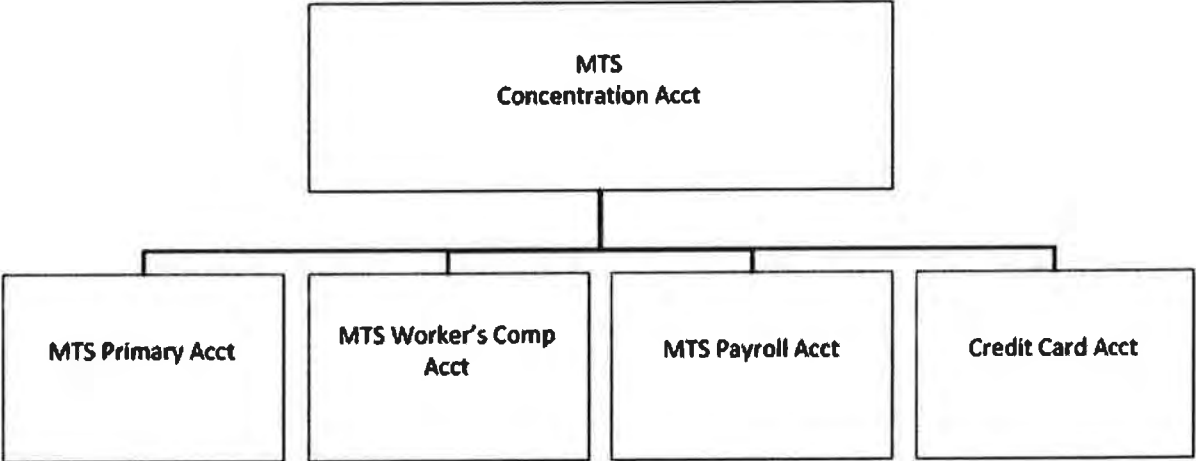


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

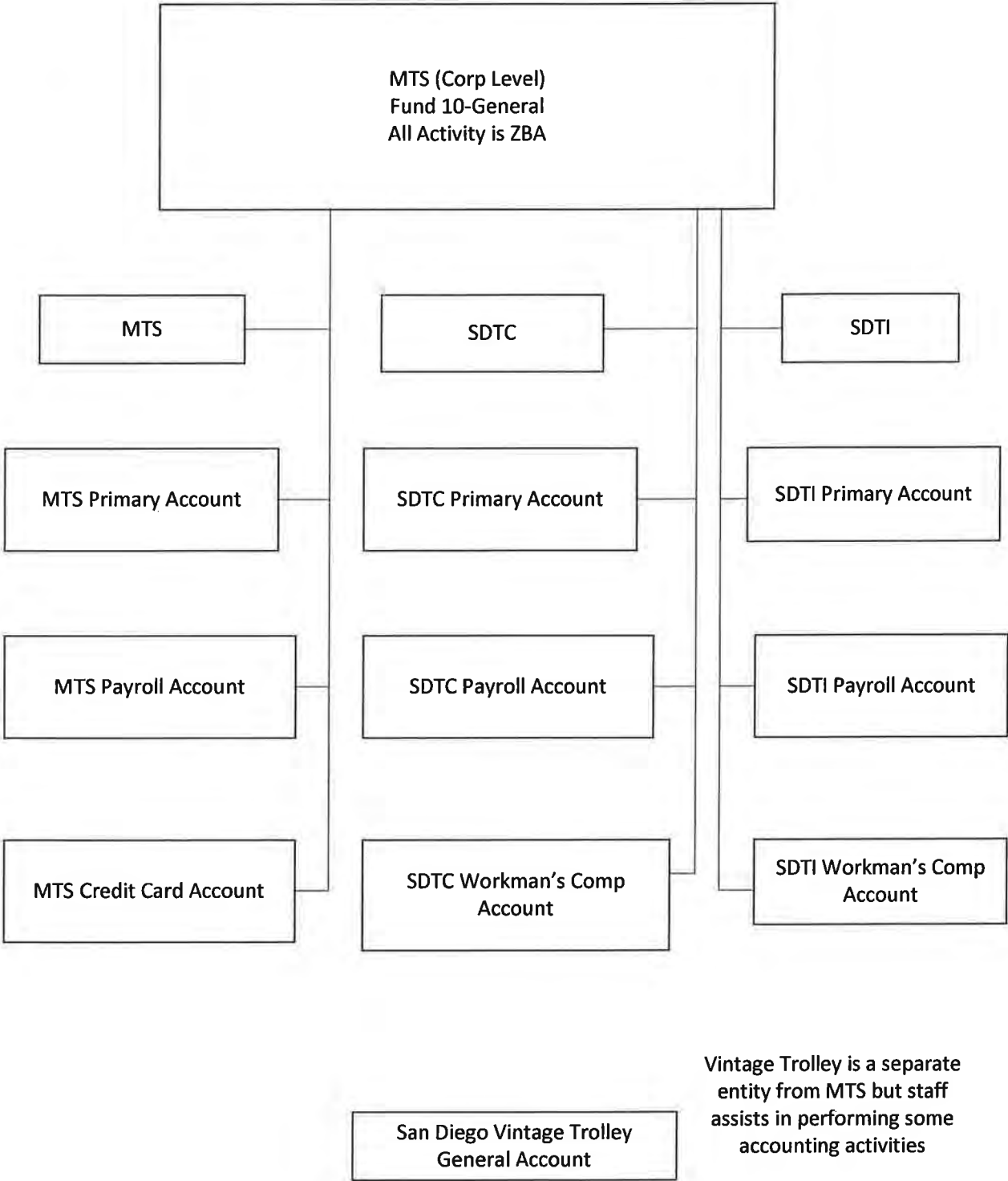
Attachments: A. JP Morgan Access proposed banking structure in SAP
B. JP Morgan Access current banking structure

**San Diego Metropolitan Transit System
Banking Structure**



Vintage Trolley is a separate entity from MTS, but its staff assists in performing some accounting activities

San Diego Metropolitan
Transit System
Banking Structure





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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

HASTUS REGIONAL SCHEDULING SYSTEM ANNUAL SOFTWARE MAINTENANCE
AND SUPPORT SERVICES – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1883.0-16 (in substantially the same format as Attachment A) with Giro Inc., on a sole source basis, for the provision of HASTUS Regional Scheduling System (RSS) annual software maintenance and support services for one (1) base year with an option to extend for an additional two (2) years.

Budget Impact

Funding for the agreement would be provided by MTS and North County Transit District (NCTD) as shown below. MTS's share of the cost will be paid through general operating funds as part of the IT department's annual maintenance budget 571250- 661010. The breakout of costs between the two agencies is governed by a Memorandum of Understanding (MOU) between MTS and NCTD.

The total cost of the agreement shall not exceed \$522,799.00 and will be shared by MTS and NCTD as follows:

Year	MTS	NCTD	Total Cost
FY17	146,556.81	19,977.19	166,534.00
FY18	155,459.84	20,477.16	175,937.00
FY19	159,342.18	20,985.82	180,328.00
Total	461,358.83	61,440.17	522,799.00



DISCUSSION:

Background

RSS is a regional fixed-bus route and rail-scheduling system. The system provides the regional transit agencies with the necessary tools to build efficient timetables and vehicle and crew schedules for bus and rail operations. It also supports operator bid processing and aids the physical dispatching of bus drivers and train operators.

MTS and NCTD currently use Giro to provide HASTUS scheduling software for the RSS. Giro was selected through a Request for Proposals (RFP) in 2003 and has been providing annual maintenance and support services for both agencies since then. An existing MOU outlines the responsibilities for each agency and includes the cost sharing strategy and invoice-payment procedures.

Both agencies have made significant investments in software, training, and workflow and need Giro to continue to provide maintenance and support services. Giro's proposed services, as detailed within Attachment B, also include a bank of programming days that MTS can utilize to make changes to algorithms, the user interface, or other minor changes that need to be made to keep up with changes to operations.

This is a sole-source request. The HASTUS software is proprietary and all codes and intellectual rights are owned by Giro. No other contractor is able to provide the software maintenance and support services needed by both MTS and NCTD.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1883.0-16 (in substantially the same format as Attachment A) with Giro Inc., on a sole source basis, for the provision of HASTUS RSS annual software maintenance and support services for one (1) base year with an option to extend for an additional two (2) years.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft Standard Services Agreement; Contract G1883.0-16
B. Giro Proposal

STANDARD SERVICES AGREEMENT

G1883.0-16

CONTRACT NUMBER

571250- 661010

DRAFT

FILE NUMBER(S) THIS AGREEMENT is entered into this ___ day of ___ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Giro, Inc.Address: 75, rue de Port-Royal Est, bureau 500Form of Business: CorporationMontréal (Québec) Canada H3L 3T1

(Corporation, partnership, sole proprietor, etc.)

Telephone: +1 514.383.0404Email Address: Francois.Carignan@giro.caAuthorized person to sign contracts: François Carignan
NameSenior Account Manager
Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows: Provide HASTUS scheduling system software maintenance and support services in the Scope of Work (attached as Exhibit A), GIRO Maintenance and Support Contract No. 395-9 (attached as Exhibit B) and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C) and Federal Requirements (attached as Exhibit D).

The contract term is one (1) base year and two (2) 1-year option terms, exercisable at MTS' sole discretion, for a total of three years. Base period shall be effective July 1, 2016 through June 30, 2017; and option years shall be effective July 1, 2017 through June 30, 2019, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$166,534 for the base year and \$356,265 for the option years, for a total not to exceed \$522,799 without the express written consent of MTS.

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
NCTD \$19,977.19	571250- 661010	FY17
MTS \$146,556.81	571250- 661010	FY17
NCTD \$41,462.98	571250- 661010	FY18 & 19
MTS \$314,802.02	571250- 661010	FY18 & 19
Total Contract \$522,799.00	571250- 661010	FY17 & 19

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

Date
SA-SERVICES REVISED (REV 10-15) DATE

ATTACHMENT B

G1883.0-16

Annual maintenance and support costs

The projected three-year **HASTUS** maintenance and support costs (2016-2019) are outlined in the following table for the modules as indicated, grouped into Scheduling and Daily Operations areas.

Period	Scheduling modules ¹ maintenance (700 peak vehicles)	Daily Operations modules ² maintenance (300 peak vehicles)	Maintenance modification days	Escrow fees	Annual total
July 1, 2016 to June 30, 2017	\$ 97,667	\$ 53,342 ³	\$ 15,275 (13 days X \$1,175)	\$250	\$166,534
July 1, 2017 to June 30, 2018	\$100,109	\$59,913 ⁴	\$ 15,665 (13 days X \$1,205)	\$250	\$175,937
July 1, 2018 to June 30, 2019	\$102,611	\$61,412 ⁴	\$ 16,055 (13 days X \$1,235)	\$250	\$180,328

Table 1 – Estimated annual maintenance and support cost for HASTUS modules (2016 to 2019).

Notes:

1. **Vehicle, Crew, CrewOpt, Roster, MinBus, Geo, HASTOP, and ATP.** (700 peak vehicles).
2. **Bid, DailyCrew/DailyVehicle, and SelfService** (300 peak vehicles).
3. A prorated adjustment will be invoiced when the warranty on the EPM module expires, 3 months following acceptance
4. 2017 and 2018 maintenance costs include the EPM module.

The maintenance and support cost for **Geo** includes the support towards completing one annual conversion (reimportation) of geographic data.



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

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

INVESTMENT REPORT – APRIL 2016

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of April 30, 2016. The combined total of all investments has increased month to month from \$95.4 million to \$103.0 million. This \$7.6 million increase is attributable to \$5.3 million in Federal Transit Administration (FTA) revenue, \$3.9 million in Compressed Natural Gas (CNG) rebate revenue, partially offset by \$4.2 million in capital expenditures, as well as normal timing differences in other payments and receipts.

The first column provides details about investments restricted for capital improvement projects.

The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Investment Report for April 2016



**San Diego Metropolitan Transit System
Investment Report
April 30, 2016**

	Restricted	Unrestricted	Total	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	27,393,690	27,393,690	0.00%
Total Cash and Cash Equivalents	-	27,393,690	27,393,690	
Cash - Restricted for Capital Support				
US Bank - retention trust account	4,758,582	-	4,758,582	N/A *
San Diego County Investment Pool Proposition 1B TSGP grant funds	4,893,463	1,363,799	6,257,262	
Total Cash - Restricted for Capital Support	9,652,046	1,363,799	11,015,844	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	17,370,327	47,173,984	64,544,311	0.525%
Total Investments - Working Capital	17,370,327	47,173,984	64,544,311	
Total cash and investments	\$ 27,022,373	\$ 75,931,473	\$ 102,953,846	

N/A* - Per trust agreements, interest earned on retention account is allocated to trust beneficiary (contractor)



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

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

PROPOSED REVISIONS TO SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
BOARD POLICY NO. 52, "PROCUREMENT OF GOODS AND SERVICES" AND
REPEAL OF BOARD POLICIES NO. 3, NO. 5, NO. 14 AND NO. 54

RECOMMENDATION:

That the Board of Directors:

- 1) Adopt the revisions to MTS Board Policy No. 52, "Procurement of Goods and Services" (Attachment B);
- 2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 52 Exhibit A relating to MTS's Statutory and Regulatory Requirements;
- 3) Repeal MTS Board Policy No. 3, "Design-Preparation Plans, Specifications and Estimates" (Attachment D);
- 4) Repeal MTS Board Policy No. 5, "Construction Contract Administration and Contractor Assurances" (Attachment E);
- 5) Repeal MTS Board Policy No. 14, "Relief from Maintenance and Responsibility and Acceptance of Work on Construction Contracts" (Attachment F); and
- 6) Repeal MTS Board Policy No. 54, "Rules of Procedure for MTS Administrative Hearings" (Attachment G).

Budget Impact:

None.

DISCUSSION:

The purpose of MTS Board Policy No. 52, "Procurement of Goods and Services" ("Procurement Policy"), is to guide MTS staff in the acquisition of goods and services. Since its original adoption, the policy has undergone minor periodic updates, the last



being in 2010. No comprehensive review of the Procurement Policy has been performed in several years. This year, a comprehensive review of the Procurement Policy was undertaken to ensure: compliance with federal, state and local laws; and to determine whether any revisions were necessary to provide more clear and helpful guidance to staff.

MTS is proposing the following revisions:

- 1) MTS found that the current Procurement Policy was silent in a few areas, such as: Procurement Methods, Bonding and Retention. The Procurement Policy was revised to include MTS's current practices and internal policies in these areas;
- 2) MTS added and modeled many of its provisions in compliance with the Federal Transit Administration (FTA) Circular 4220.1F "Third Party Contracting Guidance", which FTA uses for its Audits of transit agency procurement practices;
- 3) Several provisions that were more procedural have been moved from the Procurement Policy to the Procurement Procedures Manual. MTS will be undertaking a comprehensive review of its internal Procurement Procedures Manual. The Procurement Procedures Manual will complement and provide more detail on how to implement the provisions with the Procurement Policy; and
- 4) Although most of the proposed changes are minor, Attachment A of this Agenda contains a table that describes the sections within the Procurement Policy that will differ from the previous version. Attachment B of this Agenda is a clean copy of the proposed revisions to the Procurement Policy. Attachment C of this Agenda is an annotated version of the proposed revisions to the Procurement Policy that explains the bases for the various provisions.

Lastly, MTS reviewed other MTS Board Policies relating to Procurement. MTS found that many have never been used by staff, were outdated, were unhelpful and/or were duplicative of what is already stated in the Procurement Policy or in other MTS Board Policies. MTS recommends that the following MTS Board Policies be repealed:

- 1) MTS Board Policy No. 3, "Design-Preparation Plans, Specifications and Estimates"
 - Purpose: To alert staff of California Government Code sections 14080 et seq. in regards to California Department of Transportation (CALTRANS) funding of Exclusive Mass Transit Guideway Systems
 - Repeal: MTS Board Policy 52, Procurement Policy, already states MTS must comply with all CALTRANS funding requirements and standards. In addition, MTS lists California Government Code 14080 et seq. in our Procurement Policy Exhibit A, Statutory and Regulations Table.
- 2) MTS Board Policy No. 5, "Construction Contract Administration and Contractor Assurances"
 - Purpose: To establish policies on contractor's licensing laws, prevailing wage, and equal employment opportunity requirements in accordance with CALTRANS funding requirements.
 - Repeal: MTS Board Policy No. 52, Procurement Policy and MTS Board Policy No. 25 "Equal Employment Opportunity Program for

Employees and Contractors” already expresses policies in these areas.

3) MTS Board Policy No. 14, “Relief from Maintenance and Responsibility and Acceptance of Work on Construction Contracts”

- Purpose: To establish when the Board of Directors and the Chief Executive Officer has the authority to grant relief for maintenance of major construction projects and to accept a completed major construction project.
 - Repeal: This Policy is obsolete, with the last major update to this Policy in 1990 and a minor revision in 2004 when MTS transferred functions to San Diego Association of Governments. The authority to grant relief from maintenance and accept completion of construction projects has in practice been performed by Project Managers and the Procurement Department. Since when to grant relief and accept completion depends on the specific construction project at question, such procedures are best stated within the language of the contract.

4) MTS Board Policy No. 54, “ Rules of Procedure for Metropolitan Transit System Administrative Hearings”

- Purpose: To expand in detail the Protest Procedures in response to a procurement solicitation or a notice of intent to award a contract.
 - Repeal: MTS Board Policy No. 52, Procurement Policy, already expresses MTS’s Procurement Protests Procedures generally, along with describing the process in more detail within all of MTS contract solicitations documents. Thus, MTS Board Policy No. 54 is duplicative and unnecessarily complicates the Protest appeal hearing process.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Table outlining changes of Board Policy No. 52
B. Board Policy No. 52 Final without Comments
C. Board Policy No. 52 Final with Comments
D. Repealed Board Policy No. 3
E. Repealed Board Policy No. 5
F. Repealed Board Policy No. 14
G. Repealed Board Policy No. 54

Attachment A
Table Describing Proposed Changes to MTS Board Policy No. 52

<u>Previous Section</u>	<u>Previous Language</u>	<u>New Language</u>	<u>Comment</u>
Various sections	Micro-purchase threshold set at \$3,000.	Various Sections: Micro-purchase threshold will be set at \$3,500.	MTS's enabling legislation sets forth MTS's micro-purchase threshold at \$5,000. The FTA also sets a micro-purchase threshold for federally funded procurements. The FTA has recently increased the micro-purchase threshold from \$3,000 to \$3,500 due to inflation. No matter the funding source, MTS will establish its micro-purchase threshold at \$3,500 for all procurements, which will be in compliance with both MTS's enabling legislation and the FTA regulations.
52.2 (D) (ii), (iii)(b) – Procurement Methodology, Procurement of Construction Services	For construction contracts estimated to cost more than \$1,000 but less than \$50,000 ...when possible, Notice Inviting Bids should be sent to at least two certified DBE firms for <i>federally</i> funded projects. For construction contracts estimated to cost more than \$50,000 ... appropriate DBEs listed in the current DBE director will be notified of any work advertised under this policy for federally funded projects.	Section 52.4 (B): MTS may also send to ...at least 1 DBE contractor or other small business contractor that performs the subject work, if available.	Instead of encouraging MTS staff to seek 2 quotes from DBE contractors for only federally funded construction procurements, MTS staff will attempt to seek at least 1 DBE quote or other small business enterprise contractor quote for any procurement that requires advertising, no matter the funding source.
52.2 (B)(iv)(a) –Procurement Methodology, Procurements involving Federal Funds and	Public notice shall be given by publication once a week for at least two consecutive weeks, at least three weeks before day set for receiving bids, as	Section 52.4 (A): Procurements which require advertising shall be published through one or more of the following sources: (i) within a	After conducting legal research, MTS could not find any regulation or law that proscribed how long MTS must publish notices inviting bids. MTS is also not aware of any DBE

52.2 (C), Procurement Methodology, Procurements involving State or Local Funds and 52.2 (D) (iii)(a) - Procurement Methodology, Procurement of Construction Services	follows in a newspaper of general circulation published in Southern California devoted primarily to the dissemination of contract and building news among contractors and building materials supply firms (optional for projects estimated to cost less than \$100,000); and in at least one DBE- certified newspaper for federally funded projects.	newspaper of general circulation in San Diego County; (ii) within the PlanetBids bid management site; and/or (iii) in a local community, small business, or contracting trade publication.	certified newspaper available to publish notices inviting bids. Lastly, the previous version did not include our main way of advertising procurements, which is Planet Bids. Thus, MTS wants to ensure flexibility in how we advertise our procurements and allow the MTS Procurement Department to determine the best and most productive method of advertising based on the specifics of each procurement.
52.2 D (iii)(d) - Procurement Methodology, Procurement of Construction Services.	The Agencies shall, for all prospective contractors whose bid would exceed \$500,000, adopt and apply a uniform qualification system for rating bidders on the basis of standard experience questionnaire and financial statement verified under oath in respect to the contacts upon which each bidders is qualified to bid.	Section 52.8: MTS shall award contracts only to responsible and responsive contractors. The degree and complexity of the responsibility and responsiveness analysis shall depend on the procurement method utilized.	MTS wants to ensure that a responsive and responsibility review is conducted for all procurements, not just a formal review for procurements over \$500,000. The degree of review and analysis will depend on the procurement.
52.2 D (iii)(e) - Procurement Methodology, Procurement of Construction Services.	All bids [for construction services of more than \$50,000] shall be submitted in a sealed envelope accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer and may payable to the Agencies. Bidder's security shall be at least 10 percent of the	Section 52:10 (A)(i): MTS shall require the following forms of bidder's security for all construction service contracts estimated to cost more than \$50,000: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer. MTS may require bidder's security for other procurements when	No set percentage is required in Cal. Pub. Con. Code § 20342 when MTS requests contractors to provide bidder's security. Thus, to ensure flexibility, MTS will decide on a case by case basis what percentage is warranted and reasonable.

	amount [of the] bid.	MTS finds it necessary to provide assurance that the bidder will execute the contract as may be required.	



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 Fax: 619. 234.3407

Policies and Procedures No. 52

Board Approval: 6/9/2016

SUBJECT:

PROCUREMENT OF GOODS AND SERVICES

PURPOSE:

To provide a uniform policy that guides the acquisition of goods and services for use at MTS.

BACKGROUND:

There is a compelling interest in ensuring that all federal, state, local, and private funds available to MTS are captured and used timely and in a manner that is compliant with federal and state procurement rules. To maximize the use of federal, state, local, and private funds and to maintain a competitive posture in seeking supplemental federal funds, MTS shall have the authority to establish and use a flexible contracting and procurement process. MTS may use any procurement method authorized for state or local agencies under state or federal law. This Policy provides the framework for what acquisition and contracting guidelines MTS shall comply with in the procurement of all of its goods and services.

This Policy applies to San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI), collectively "MTS".

POLICY:

52.1 Regulatory Framework

- A. MTS's enabling legislation is codified at California Public Utilities Code §§ 120220-120238. Included in MTS's enabling legislation are various provisions regulating procurement. In particular, MTS's enabling legislation sets forth the requirements for purchasing goods and services funded by federal, state, local and private funds.
- B. As a recipient of Federal Transportation Administration (FTA) funds, MTS shall comply with all applicable FTA regulations and directives. All applicable FTA regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

- C. As a recipient of California Department of Transportation (CALTRANS) funds, MTS shall comply with applicable CALTRANS procurement requirements and standards. All applicable CALTRANS regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.
- D. MTS is a political subdivision and local agency of the State of California. As such, MTS shall comply with all applicable California Government Code (Cal. Gov. Code), California Public Contract Code (Cal. Pub. Con. Code), California Labor Code (Cal. Lab. Code), California Public Utility Code (Cal. Pub. Util. Code), California Civil Code (Cal. Civ. Code) and California Code of Civil Procedure (Cal. Code of Civ. Pro.) sections that regulate how MTS shall procure goods and services. All applicable code sections that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

52.2 Procurement Standards

- A. MTS may contract with any department or agency of the United States of America, the State of California, or with any other public agency or any private persons or entity upon such terms and conditions as MTS finds to be in its best interest. MTS may also join other agencies in a joint procurement to issue a single solicitation and enter into a single contract with a Contractor.
- B. MTS shall include all federal, state and local requirements and clauses in its solicitations and contracts, as applicable.
- C. No procurements shall be split into multiple small contract awards merely to avoid rules applicable to full and open competitive procurements. However, procurements may be split if doing so will aid efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs) and other small business enterprises.
- D. Prior to award of a contract, MTS shall certify and document that the price is fair and reasonable in connection with any procurement action that is within the micro purchase threshold. A price or cost analysis will be documented for procurements that exceed the micro-purchase threshold. The method and degree of analysis shall depend on the circumstances of each procurement.
- E. The Chief Executive Officer, through an internal policy or procedural manual, may establish additional standards and procedures for MTS procurements.

52.3 Procurement Methods – Full and Open Competition

- A. Micro-Purchases: \$3,500 or less

MTS may conduct micro-purchase procurements without obtaining competitive quotations. MTS shall solicit at least one documented quote. Any construction

service that is expected to be more than \$1,000 but does not exceed \$50,000 shall be conducted in accordance with the Section 52.3 (B) of this Policy.

- B. Small Purchases: More than \$3,500, but does not exceed \$100,000 for goods and services and more than \$1,000 but does not exceed \$50,000 for construction services

When the expected amount of the small purchase is more than \$3,500 but does not exceed \$100,000 for goods and services, and is more than \$1,000 but does not exceed \$50,000 for construction services, MTS shall conduct a documented competitive procurement as identified in the subsections below. MTS shall seek not less than three documented quotations/submissions through a Request for Quotes (RFQ), Invitation for Bids (IFB) or Request for Proposals (RFP) process that would permit price and other terms to be compared.

- (i) Construction Services: More than \$1,000, but does not exceed \$50,000

- a. MTS may utilize an IFB or RFQ procurement method, whichever is most appropriate, and award to the lowest responsible and responsive bidder.
- b. If No Responsive Bid Received - If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

- (ii) Goods: More than \$3,500, but does not exceed \$100,000

- a. MTS may utilize a RFQ or IFB procurement method, whichever is most appropriate, and award to the lowest responsive and responsible bidder. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid received.
- b. If Lower Price Available in Open Market – If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.
- c. If No Responsive Bid Received - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may

proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.

- d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (B) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (B) of this Policy.
- e. Source of Procurement for Replacement Goods: The Board of Directors may direct the purchase of any goods without observance Section 52.3 (B) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

- (iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management): More than \$3,500, but does not exceed \$100,000

MTS may utilize a RFQ or RFP procurement method, whichever is most appropriate, and shall award the contract to either the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on an evaluation of price and other factors.

- (iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Service Procurements: More than \$3,500, but does not exceed \$100,000

Unless another method is more appropriate, MTS may utilize a Request for Statement of Qualifications (RFSQ) procurement method and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

- C. Formal Procurements: More than \$50,000 for construction services and more than \$100,000 for goods and other services

When the expected amount of the procurement is more than \$50,000 for construction services and more than \$100,000 for goods and other services, MTS shall conduct a documented competitive procurement as identified in the subsections below. All of the below competitive procurements shall be advertised in accordance with Section 52.4 of this Policy to ensure full and open competition.

(i) Construction Services: More than \$50,000

- a. Unless another procurement method is more appropriate, MTS may utilize an IFB procurement method and shall award to the lowest responsible and responsive bidder.
- b. No Bids Received: If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

(ii) Goods: More than \$100,000

- a. MTS may utilize either an IFB or a RFP procurement method, whichever is most appropriate, and shall award either to the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid or proposal received.
- b. If Lower Price Available in Open Market – If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.
- c. If No Responsive Bid Received - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.

d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (C) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (C) of this Policy.

e. Source of procurement for replacement goods: The Board of Directors may direct the purchase of any goods without observance of Section 52.3 (C) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

(iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management Services): More than \$100,000

MTS may utilize an IFB or RFP procurement method, whichever is most appropriate, and award to the lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors.

(iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Services: More than \$100,000

a. MTS may utilize a RFSQ procurement method, and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

b. This section shall not apply if the Chief Executive Officer determines that the services needed are more technical in nature, involve little professional judgment and that another procurement method would better serve MTS' needs.

D. Design-Build:

When deemed appropriate, MTS may utilize a documented competitive RFP procurement method and shall award to the proposer who provides the best overall value, based on price and other factors. The award shall be to a single contractor for the design, construction and delivery of a complete and operational project.

E. Design-Bid-Build:

When deemed appropriate MTS may:

- (i) First: Utilize through a documented competitive RFP or IFB procurement method, whichever is most appropriate, a design services contract for the development of drawings and specifications and shall award the contract to lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors
- (ii) Second: Utilize a documented competitive IFB procurement method for the construction and delivery of a complete and operational project and award to the lowest responsive and responsible bidder.

F. Noncompetitive Procurement: Sole Source

MTS may utilize a documented Sole Source procurement method when:

- (i) The goods or services it needs are available from only one responsible and responsive source and no other goods or services will satisfy its requirements;
- (ii) A change to a contract is beyond the contract's original scope;
- (iii) A specified brand or trade name is the only article that will properly meet the needs of the Board of Directors;
- (iv) In an emergency declared by vote of two-thirds of the membership of the Board of Directors;
- (v) Immediate remedial measures to avert, alleviate, repair or restore damaged MTS property are necessary to ensure that MTS facilities or vehicles are available to serve the transportation needs of the public; or

- (vi) Otherwise authorized by local, state or federal law.

In all cases Sole Source procurements must be fully approved before award.

G. Revenue Contracts

Unless another method is more appropriate, MTS may utilize a competitive solicitation process for revenue contracts. MTS shall award a revenue contract to the candidate whose offer maximizes revenues to MTS after consideration of all technical qualifications and other criteria as applicable.

52.4 Advertising

- A. Procurements which require advertising shall be published through one or more of the following sources:
 - (i) Within a newspaper of general circulation in San Diego County;
 - (ii) Within the a bid management site (e.g. PlanetBids); and/or
 - (iii) In a local community, small business or contracting trade publication.
- B. MTS may also send to contractors and bidders previously known to be interested in providing the goods or services and at least 1 DBE contractor or other small business contractor that performs the subject work, if available.
- C. Any notice shall specify in the bid invitation and public notice the place bids are to be received and the time by which they shall be received.

52.5 Contract Form

All purchases shall be documented. MTS may document purchases using one of the following contract forms: Formal Contract, Purchase Order, Vendor Service Contract Form, Memorandum of Understanding, Memorandum of Agreement and purchases by Payment Card when permissible under the MTS Purchasing Card Policy.

52.6 Contract Award

The authority to approve and execute all procurement activities shall be in accordance with MTS Board Policy No. 41 – “Signature Authority”.

52.7 Protests

- A. Content Based Protest: Protests based on the content of the procurement solicitation shall be filed with MTS Procurement Manager within 10 calendar days after the procurement solicitation is first advertised. The Chief Executive Officer’s designee, the MTS Procurement Manager, shall issue a written

decision on the protest prior to opening of the procurement solicitation. A protest may be renewed by refiling the protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.

- B. Award Protest: Any bidder may protest the intent to award on any ground not based upon the content of the procurement solicitation by filing a protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.
- C. Content of Protest: Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
- D. Opportunity to be Heard: Protestors shall have an opportunity to appear and be heard before the Board of Directors prior to the opening of the procurement solicitation in the case of protests based on the content of the procurement solicitation, or prior to final award in the case of protests based on other grounds or the renewal of protests based on the content of the procurement solicitation. The decision of the protest by the Board of Directors shall be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to Cal. Code of Civ. Pro. § 1094.6
- E. Protests on Federally Funded Procurements: MTS shall notify the FTA when MTS receives a protest on a federally funded procurement and keep the FTA informed about its status. A protestor may appeal to the FTA within five (5) working days of the date when the protestor receives actual or constructive notice of MTS's final decision on a protest.

52.8 Responsible and Responsive Contractors

MTS shall award contracts only to responsible and responsive contractors. The degree and complexity of the responsibility and responsiveness analysis shall depend on the procurement method utilized. The solicitation must identify all factors to be used in evaluating whether contractors are responsible and responsive.

- A. Responsible: In selecting a responsible contractor, MTS staff shall consider: |
the contractor's capacity to perform the work required by the contract documents with respect to financial strength, resources available and experience; and the contractor's integrity and trustworthiness to complete performance of the work in accordance with the contract.
- B. Responsive: MTS staff, prior to making a recommendation to award, shall ensure that all prospective contractors meet all the responsiveness requirements of the solicitation which may include, but shall not be limited to,

submission of all required documentation and meeting all minimum performance qualifications.

52.9 Pregualification

MTS may prequalify contractors when there is a reasonable expectation that the procurement may involve precise specifications and performance standards.

52.10 Bonds, Retention and Rates

A. Bonding

- (i) Bidder's Security – MTS shall require the following forms of bidder's security for all construction service contracts estimated to cost more than \$50,000: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer. MTS may require bidder's security for other procurements when MTS finds it necessary to provide assurance that the bidder will execute the contract as may be required.
- (ii) Payment Bond – MTS shall require that for all construction service contracts over \$25,000, a payment bond be provided by the Contractor. MTS may require payment bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will make payment to all people and firms supplying labor and material.
- (iii) Performance Bond – MTS shall require that for all construction service contracts over \$100,000 that are funded in whole or in part with federal funds, a performance bond be provided by the Contractor. MTS may require performance bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will fulfill all contractual obligations.

B. Retention

MTS shall require that for all construction contracts over \$5,000, MTS will retain at least 5% of the contract price. MTS may hold more than 5% retention if a finding is made by the Chief Executive Officer at a public hearing on a project by project basis that an increased amount is necessary and such findings are detailed in the bid documents.

C. Prevailing Wage

All public work contracts (as that term is defined by the Cal. Lab. Code § 1771 and the federal Davis Bacon Act) valued at more than \$1,000 shall be subject to the payment of federal and/or state prevailing wage wages, whichever is

higher. Public works contracts funded solely with federal funds valued at more than \$2,000 shall be subject to the payment of federal prevailing wage.

Original Policy Enacted on 6/22/2006

Policy Revised on 9/13/2007

Policy Revised on 11/18/2010

Policy Revised on 6/9/2016

Exhibit AStatutory and Regulatory Requirements Table:

The following is a listing of the sources of laws, regulations, and guidance that MTS shall follow, depending on the procurement's funding source:

Federal Statute, Regulations, and Policies	Subject
49 U.S.C Chapter 53	Mass Transportation
49 CFR Part 18	Administrative Requirements for Grants and Cooperative Contracts
FTA Circular 4220.1F	Third Party Contracting Guidance
FTA Circular 5010.1D	Grant Management Guidelines
FTA Circular 5100.1	Bus and Bus Facilities
FTA Circular 5300.1	State of Good Repair
FTA Circular 6100.1E	Technology
FTA Circular 9030.1E	5307 Program
FTA Circular 9040.1G	Non Urbanized
FTA Circular 9045.1	New Freedom
FTA Circular 9050.1	JARC
FTA Circular 9070.1F	ADA Capital
FTA Circular 9300.1B	Capital Investment
Office of Management of Budget (OMB) Circular A-87	Cost Principles for State, Local and Indian Tribal Governments
FTA Master Agreement	Annual Terms and Conditions of FTA funded projects
FTA Certification and Assurances	Annual Agreement between MTS and FTA
Moving Ahead for Progress in the 21st Century Act (P.L. 112-141)	Transportation Law Appropriating Transportation Funds
FAR Part 31	Federal Cost Principles
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

State Laws	Sections(s)	Subject
Public Utilities Code	120220 – 120228	MTS Enabling Legislation
Civil Code	9550 et seq.	Payment Bond Requirement for Construction Projects
Civil Code	3320 – 3321	Prompt Payment and Retention to Design Professionals
Code of Civil	995.311	Verification of Admitted Surety Insurers on

Procedure		Bonds
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 – 6270	California Public Records Act
Government Code	5956 et seq.	Infrastructure Projects
Government Code	14080 et seq.	Funding from California Department of Transportation for Exclusive Mass Transit Guideway Systems
Labor Code	1720, 1720.2, 1720.3, and 1771	Public Works and Prevailing Wage
Code of Regulations	8 CCR 16000	Public Works and Prevailing Wage Cont.
Public Contract Code	1103	Responsible Bidder in Public Work Contracts
Public Contract Code	1104	Architectural & Engineering Plans and Specifications
Public Contract Code	3300	Contractor's License in Specifications for Bids
Public Contract Code	3400	Trade Name or Specific Names in Specifications for Bids
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	5100 - 5107	Relief of Bidders
Public Contract Code	6109	Ineligible and Debarred Contractors and Subcontractors
Public Contract Code	6610	Contents of Notice Inviting Bids
Public Contract Code	7100 - 7200	Public Work Contract Clauses
Public Contract Code	9201 - 9203	Claims and Disputes
Public Contract Code	20101	Prequalification of bidders
Public Contract Code	20103.5	Effect of License Requirement on Bid
Public Contract Code	20103.6	Procurement of Architectural Design Services
Public Contract Code	20103.8	Determining the Lowest Bid

Public Contract Code	20104	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	20216	Competitive Negotiation Process
Public Contract Code	20341	Procurement of Construction Services
Public Contract Code	20342	Bidder's Security – Bid Bond Requirement for Construction Projects

Exhibit A was originally adopted on 6/9/2016.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 Fax: 619. 234.3407

Policies and Procedures No. 52

Board Approval: 6/9/2016

SUBJECT:

PROCUREMENT OF GOODS AND SERVICES

PURPOSE:

To provide a uniform policy that guides the acquisition of goods and services for use at MTS.

Comment [SS1]: Current language within Board Policy No. 52, Purpose section.

BACKGROUND:

There is a compelling interest in ensuring that all federal, state, local, and private funds available to MTS are captured and used timely and in a manner that is compliant with federal and state procurement rules. To maximize the use of federal, state, local, and private funds and to maintain a competitive posture in seeking supplemental federal funds, MTS shall have the authority to establish and use a flexible contracting and procurement process. MTS may use any procurement method authorized for state or local agencies under state or federal law. This Policy provides the framework for what acquisition and contracting guidelines MTS shall comply with in the procurement of all of its goods and services.

Comment [SS2]: Generally the current language within Board Policy No. 52, Background Section and per MTS Enabling Legislation at Cal. Pub. Util. Code 120222 (a).

Comment [SS3]: Current language within Board Policy No. 52, Section 52.2 and included within MTS Enabling Legislation at Cal. Pub. Util. Code 120222 (e).

Comment [SS4]: Per MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (e).

Comment [SS5]: Current language within Board Policy No. 52, Background section.

This Policy applies to San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI), collectively "MTS".

POLICY:

52.1 Regulatory Framework

- A. MTS's enabling legislation is codified at California Public Utilities Code §§ 120220-120238. Included in MTS's enabling legislation are various provisions regulating procurement. In particular, MTS's enabling legislation sets forth the requirements for purchasing goods and services funded by federal, state, local and private funds.
- B. As a recipient of Federal Transportation Administration (FTA) funds, MTS shall comply with all applicable FTA regulations and directives. All applicable FTA regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

Comment [SS6]: Generally the current language included within Board Policy No. 52, Background Section.

Comment [SS7]: Generally stated within current Board Policy No. 52, Section 52.2 (B).

- C. As a recipient of California Department of Transportation (CALTRANS) funds, MTS shall comply with applicable CALTRANS procurement requirements and standards. All applicable CALTRANS regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.
- D. MTS is a political subdivision and local agency of the State of California. As such, MTS shall comply with all applicable California Government Code (Cal. Gov. Code), California Public Contract Code (Cal. Pub. Con. Code), California Labor Code (Cal. Lab. Code), California Public Utility Code (Cal. Pub. Util. Code), California Civil Code (Cal. Civ. Code) and California Code of Civil Procedure (Cal. Code of Civ. Pro.) sections that regulate how MTS shall procure goods and services. All applicable code sections that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

52.2 Procurement Standards

- A. MTS may contract with any department or agency of the United States of America, the State of California, or with any other public agency or any private persons or entity upon such terms and conditions as MTS finds to be in its best interest. MTS may also join other agencies in a joint procurement to issue a single solicitation and enter into a single contract with a Contractor.
- B. MTS shall include all federal, state and local requirements and clauses in its solicitations and contracts, as applicable.
- C. No procurements shall be split into multiple small contract awards merely to avoid rules applicable to full and open competitive procurements. However, procurements may be split if doing so will aid efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs) and other small business enterprises.
- D. Prior to award of a contract, MTS shall certify and document that the price is fair and reasonable in connection with any procurement action that is within the micro purchase threshold. A price or cost analysis will be documented for procurements that exceed the micro-purchase threshold. The method and degree of analysis shall depend on the circumstances of each procurement.
- E. The Chief Executive Officer, through an internal policy or procedural manual, may establish additional standards and procedures for MTS procurements.

Comment [SS8]: Per MTS's Enabling Legislation at Cal. Pub. Util. Code 120221

Comment [SS9]: Generally stated within current Board Policy No. 52, Section 52.2 (B).

Comment [SS10]: Generally stated within current Board Policy No. 52, Section 52.2, A, vi.

Comment [SS11]: Generally stated within current Board Policy No. 52, Section 52.1 (B), 52.2 (B)(i), (C)(i), (D)(ii).

Comment [SS12]: Per FTA Circular 4220.1F, Ch. VI, Section 6

52.3 Procurement Methods – Full and Open Competition

- A. Micro-Purchases: \$3,500 or less

MTS may conduct micro-purchase procurements without obtaining competitive quotations. MTS shall solicit at least one documented quote. Any construction

Comment [SL13]: Per 48 CFR 2.101 and 2 CFR 200.67, the micro purchase threshold has increased from \$3,000 to \$3,500.

service that is expected to be more than \$1,000 but does not exceed \$50,000 shall be conducted in accordance with the Section 52.3 (B) of this Policy.

- B. Small Purchases: More than \$3,500, but does not exceed \$100,000 for goods and services and more than \$1,000 but does not exceed \$50,000 for construction services

Comment [SS14]: Generally stated within current Board Policy No. 52, Section 52.1 (B), (D), Section 52.2 (B)(iii)(a), (C)(ii)(a), (D)(ii) and Section 52.2 (E), generally included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (b), (c) and included within Cal. Pub. Con. Code 20341.

When the expected amount of the small purchase is more than \$3,500 but does not exceed \$100,000 for goods and services, and is more than \$1,000 but does not exceed \$50,000 for construction services, MTS shall conduct a documented competitive procurement as identified in the subsections below. MTS shall seek not less than three documented quotations/submissions through a Request for Quotes (RFQ), Invitation for Bids (IFB) or Request for Proposals (RFP) process that would permit price and other terms to be compared.

- (i) Construction Services: More than \$1,000, but does not exceed \$50,000

Comment [SS15]: Per Cal. Pub. Con. Code 20341.

- a. MTS may utilize an IFB or RFQ procurement method, whichever is most appropriate, and award to the lowest responsive and responsive bidder.

Comment [SS16]: Stated within current Board Policy No. 52, Section 52.1 (D) a

- b. If No Responsive Bid Received - If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

Comment [SS17]: Stated within current Board Policy, Section 52.1, D

- (ii) Goods: More than \$3,500, but does not exceed \$100,000

Comment [SS18]: Stated within Cal. Pub. Con. Code 34100 and Cal. Pub. Util. Code 120222 (b)

- a. MTS may utilize a RFQ or IFB procurement method, whichever is most appropriate, and award to the lowest responsive and responsible bidder. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid received.

- b. If Lower Price Available in Open Market - If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.

Comment [SS19]: Stated within current Board Policy No. 52, Section 52.4 (A) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (a)

- c. If No Responsive Bid Received - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may

Comment [SS20]: Stated within current Board Policy No. 52, Section 52.4 (B) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (b).

proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.

- d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (B) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (B) of this Policy.

Comment [SS21]: Stated within current Board Policy No. 52, Section 52.4 (D) and included within MTS's enabling Legislation at Cal. Pub. Util. Code 120224.2.

- e. Source of Procurement for Replacement Goods: The Board of Directors may direct the purchase of any goods without observance Section 52.3 (B) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

Comment [SS22]: Stated within current Board Policy No. 52, Section 52.4 (E) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120224.3

- (iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management): More than \$3,500, but does not exceed \$100,000

MTS may utilize a RFQ or RFP procurement method, whichever is most appropriate, and shall award the contract to either the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on an evaluation of price and other factors.

- (iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Service Procurements: More than \$3,500, but does not exceed \$100,000

Comment [SS23]: Generally stated within current Board Policy No. 52, Section 52.2 (E)(i).

Unless another method is more appropriate, MTS may utilize a Request for Statement of Qualifications (RFSQ) procurement method and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

- C. Formal Procurements: More than \$50,000 for construction services and more than \$100,000 for goods and other services

When the expected amount of the procurement is more than \$50,000 for construction services and more than \$100,000 for goods and other services, MTS shall conduct a documented competitive procurement as identified in the subsections below. All of the below competitive procurements shall be advertised in accordance with Section 52.4 of this Policy to ensure full and open competition.

Comment [SS24]: Generally stated within current Board Policy No. 52, Section 52.2 (iv).

(i) Construction Services: More than \$50,000

Comment [SS25]: Per Cal. Pub. Con. Code 20341.

- a. Unless another procurement method is more appropriate, MTS may utilize an IFB procurement method and shall award to the lowest responsible and responsive bidder.
- b. No Bids Received: If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

Comment [SS26]: Stated within current Board Policy No. 52, Section 52.2 (D)

(ii) Goods: More than \$100,000

- a. MTS may utilize either an IFB or a RFP procurement method, whichever is most appropriate, and shall award either to the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid or proposal received.
- b. If Lower Price Available in Open Market – If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.
- c. If No Responsive Bid Received – If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.

Comment [SS27]: Generally stated within Board Policy No. 52, Section 52.1 (A) and generally included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (b).

Comment [SS28]: Stated within current Board Policy No. 52, Section 52.4 (A) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (a)

Comment [SS29]: Stated within current Board Policy No. 52, Section 52.4 (B) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (b)

- d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (C) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (C) of this Policy.

Comment [SS30]: Stated within current Board Policy No. 52, Section 52.4 (D) and included within MTS enabling Legislation at Cal. Pub. Util. Code 120224.2

- e. Source of procurement for replacement goods: The Board of Directors may direct the purchase of any goods without observance of Section 52.3 (C) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

Comment [SS31]: Stated within current Board Policy No. 52, Section 52.4 (E) and included within MTS Enabling Legislation at Cal. Pub. Util. Code 120224.3.

- (iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management Services): More than \$100,000

MTS may utilize an IFB or RFP procurement method, whichever is most appropriate, and award to the lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors.

Comment [SS32]: Generally stated within current Board Policy No. 52, Section 52.1 (B) and generally included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (c).

- (iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Services: More than \$100,000

- a. MTS may utilize a RFSQ procurement method, and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

Comment [SS33]: Stated within current Board Policy No. 52, Section 52.1 (C) and 52.2 (E) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (d).

- b. This section shall not apply if the Chief Executive Officer determines that the services needed are more technical in nature, involve little professional judgment and that another procurement method would better serve MTS' needs.

Comment [SS34]: Per Cal. Gov. Code 4529.

D. Design-Build:

When deemed appropriate, MTS may utilize a documented competitive RFP procurement method and shall award to the proposer who provides the best overall value, based on price and other factors. The award shall be to a single contractor for the design, construction and delivery of a complete and operational project.

E. Design-Bid-Build:

When deemed appropriate MTS may:

- (i) First: Utilize through a documented competitive RFP or IFB procurement method, whichever is most appropriate, a design services contract for the development of drawings and specifications and shall award the contract to lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors
- (ii) Second: Utilize a documented competitive IFB procurement method for the construction and delivery of a complete and operational project and award to the lowest responsive and responsible bidder.

F. Noncompetitive Procurement: Sole Source

MTS may utilize a documented Sole Source procurement method when:

- (i) The goods or services it needs are available from only one responsible and responsive source and no other goods or services will satisfy its requirements;
- (ii) A change to a contract is beyond the contract's original scope;
- (iii) A specified brand or trade name is the only article that will properly meet the needs of the Board of Directors;
- (iv) In an emergency declared by vote of two-thirds of the membership of the Board of Directors;
- (v) Immediate remedial measures to avert, alleviate, repair or restore damaged MTS property are necessary to ensure that MTS facilities or vehicles are available to serve the transportation needs of the public; or

Comment [SS35]: Per FTA Circular 4220.1F, Ch. IV, Section 3 (I)(1)(b)

Comment [SL36]: Stated within current Board Policy No. 52, Section 52.1 and per MTS's Enabling Legislation at Cal. Pub. Util. Code 120222.

Comment [SS37]: Stated within current Board Policy No. 52, Section 52.1 and per MTS's Enabling Legislation at Cal. Pub. Util. Code 120222.

Comment [SS38]: Currently stated within Board Policy No. 52, section 52.4 (C) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120224.1.

- (vi) Otherwise authorized by local, state or federal law.

In all cases Sole Source procurements must be fully approved before award.

Comment [SS39]: Board Policy No. 52, Section 52.4 (E).

G. Revenue Contracts

Unless another method is more appropriate, MTS may utilize a competitive solicitation process for revenue contracts. MTS shall award a revenue contract to the candidate whose offer maximizes revenues to MTS after consideration of all technical qualifications and other criteria as applicable.

Comment [SS40]: Per FTA Circular Ch. II, 2, b. 4.

52.4 Advertising

- A. Procurements which require advertising shall be published through one or more of the following sources:

- (i) Within a newspaper of general circulation in San Diego County;
- (ii) Within the a bid management site (e.g. PlanetBids); and/or
- (iii) In a local community, small business or contracting trade publication.

Comment [SS41]: Generally stated within current Board Policy No. 52, Section 52.2 (B)(iv)(a), (C)(ii)(a), (D)(ii), (iii).

- B. MTS may also send to contractors and bidders previously known to be interested in providing the goods or services and at least 1 DBE contractor or other small business contractor that performs the subject work, if available.

Comment [SS42]: Generally included within MTS current Board Policy, No. 52, Section 52.2 (B)(iv)(b), (C)(ii)(b).

- C. Any notice shall specify in the bid invitation and public notice the place bids are to be received and the time by which they shall be received.

Comment [SS43]: Stated within current Board Policy No. 52, Section 52.2 (D)(ii), (iii) and Per Cal. Pub. Con. Code 4104.5.

52.5 Contract Form

All purchases shall be documented. MTS may document purchases using one of the following contract forms: Formal Contract, Purchase Order, Vendor Service Contract Form, Memorandum of Understanding, Memorandum of Agreement and purchases by Payment Card when permissible under the MTS Purchasing Card Policy.

52.6 Contract Award

The authority to approve and execute all procurement activities shall be in accordance with MTS Board Policy No. 41 – "Signature Authority".

Comment [SS44]: Generally stated within Board Policy No. 52, Section 52.2 (A), (ii), (iii).

52.7 Protests

- A. Content Based Protest: Protests based on the content of the procurement solicitation shall be filed with MTS Procurement Manager within 10 calendar days after the procurement solicitation is first advertised. The Chief Executive Officer's designee, the MTS Procurement Manager, shall issue a written

Comment [SS45]: Stated within Current Board Policy No. 52, Section 52.3. and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120224.4.

decision on the protest prior to opening of the procurement solicitation. A protest may be renewed by refiling the protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.

- B. Award Protest: Any bidder may protest the intent to award on any ground not based upon the content of the procurement solicitation by filing a protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.
- C. Content of Protest: Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
- D. Opportunity to be Heard: Protestors shall have an opportunity to appear and be heard before the Board of Directors prior to the opening of the procurement solicitation in the case of protests based on the content of the procurement solicitation, or prior to final award in the case of protests based on other grounds or the renewal of protests based on the content of the procurement solicitation. The decision of the protest by the Board of Directors shall be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to Cal. Code of Civ. Pro. § 1094.6
- E. Protests on Federally Funded Procurements: MTS shall notify the FTA when MTS receives a protest on a federally funded procurement and keep the FTA informed about its status. A protestor may appeal to the FTA within five (5) working days of the date when the protestor receives actual or constructive notice of MTS's final decision on a protest.

Comment [SS46]: FTA Circular 4220.1F Ch. VII, 1.

52.8 Responsible and Responsive Contractors

MTS shall award contracts only to responsible and responsive contractors. The degree and complexity of the responsibility and responsiveness analysis shall depend on the procurement method utilized. The solicitation must identify all factors to be used in evaluating whether contractors are responsible and responsive.

- A. Responsible: In selecting a responsible contractor, MTS staff shall consider:
 - the contractor's capacity to perform the work required by the contract documents with respect to financial strength, resources available and experience; and the contractor's integrity and trustworthiness to complete performance of the work in accordance with the contract.
- B. Responsive: MTS staff, prior to making a recommendation to award, shall ensure that all prospective contractors meet all the responsiveness requirements of the solicitation which may include, but shall not be limited to,

Comment [SS47]: Generally stated within current Board Policy No. 52, Section 52.2 (D)(iii)(k).

Comment [SS48]: Generally stated within current Board Policy No. 52, Section 52.2 (D)(iii)(j).

submission of all required documentation and meeting all minimum performance qualifications.

52.9 Prequalification

MTS may prequalify contractors when there is a reasonable expectation that the procurement may involve precise specifications and performance standards.

52.10 Bonds, Retention and Rates

A. Bonding

- (i) Bidder's Security – MTS shall require the following forms of bidder's security for all construction service contracts estimated to cost more than \$50,000: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer. MTS may require bidder's security for other procurements when MTS finds it necessary to provide assurance that the bidder will execute the contract as may be required.

Comment [SS49]: Generally stated within current Board Policy No. 52, Section 52.2 (D)(iii)(e) and included within Cal. Pub. Con. Code, § 20342.

- (ii) Payment Bond – MTS shall require that for all construction service contracts over \$25,000, a payment bond be provided by the Contractor. MTS may require payment bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will make payment to all people and firms supplying labor and material.

Comment [SS50]: Per Cal. Civ. Code, § 9550

- (iii) Performance Bond – MTS shall require that for all construction service contracts over \$100,000 that are funded in whole or in part with federal funds, a performance bond be provided by the Contractor. MTS may require performance bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will fulfill all contractual obligations.

Comment [SS51]: Per FTA Circular 4200.1F, Ch. IV, Section 2 (1)(b)

B. Retention

MTS shall require that for all construction contracts over \$5,000, MTS will retain at least 5% of the contract price. MTS may hold more than 5% retention if a finding is made by the Chief Executive Officer at a public hearing on a project by project basis that an increased amount is necessary and such findings are detailed in the bid documents.

Comment [SS52]: Cal. Pub. Con. Code 9203n and Cal. Pub. Con. Code 7100(b)(4).

C. Prevailing Wage

All public work contracts (as that term is defined by the Cal. Lab. Code § 1771 and the federal Davis Bacon Act) valued at more than \$1,000 shall be subject to the payment of federal and/or state prevailing wage wages, whichever is

Comment [SS53]: Stated within current Board Policy No. 52, Section 52.2 (D) (i).

higher. Public works contracts funded solely with federal funds valued at more than \$2,000 shall be subject to the payment of federal prevailing wage.

Original Policy Enacted on 6/22/2006
Policy Revised on 9/13/2007
Policy Revised on 11/18/2010
Policy Revised on 6/9/2016

Exhibit AStatutory and Regulatory Requirements Table:

The following is a listing of the sources of laws, regulations, and guidance that MTS shall follow, depending on the procurement's funding source:

Federal Statute, Regulations, and Policies	Subject
49 U.S.C Chapter 53	Mass Transportation
49 CFR Part 18	Administrative Requirements for Grants and Cooperative Contracts
FTA Circular 4220.1F	Third Party Contracting Guidance
FTA Circular 5010.1D	Grant Management Guidelines
FTA Circular 5100.1	Bus and Bus Facilities
FTA Circular 5300.1	State of Good Repair
FTA Circular 6100.1E	Technology
FTA Circular 9030.1E	5307 Program
FTA Circular 9040.1G	Non Urbanized
FTA Circular 9045.1	New Freedom
FTA Circular 9050.1	JARC
FTA Circular 9070.1F	ADA Capital
FTA Circular 9300.1B	Capital Investment
Office of Management of Budget (OMB) Circular A-87	Cost Principles for State, Local and Indian Tribal Governments
FTA Master Agreement	Annual Terms and Conditions of FTA funded projects
FTA Certification and Assurances	Annual Agreement between MTS and FTA
Moving Ahead for Progress in the 21st Century Act (P.L. 112-141)	Transportation Law Appropriating Transportation Funds
FAR Part 31	Federal Cost Principles
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

State Laws	Sections(s)	Subject
Public Utilities Code	120220 – 120228	MTS Enabling Legislation
Civil Code	9550 et seq.	Payment Bond Requirement for Construction Projects
Civil Code	3320 – 3321	Prompt Payment and Retention to Design Professionals
Code of Civil	995.311	Verification of Admitted Surety Insurers on

Procedure		Bonds
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 – 6270	California Public Records Act
Government Code	5956 et seq.	Infrastructure Projects
Government Code	14080 et seq.	Funding from California Department of Transportation for Exclusive Mass Transit Guideway Systems
Labor Code	1720, 1720.2, 1720.3, and 1771	Public Works and Prevailing Wage
Code of Regulations	8 CCR 16000	Public Works and Prevailing Wage Cont.
Public Contract Code	1103	Responsible Bidder in Public Work Contracts
Public Contract Code	1104	Architectural & Engineering Plans and Specifications
Public Contract Code	3300	Contractor's License in Specifications for Bids
Public Contract Code	3400	Trade Name or Specific Names in Specifications for Bids
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	5100 - 5107	Relief of Bidders
Public Contract Code	6109	Ineligible and Debarred Contractors and Subcontractors
Public Contract Code	6610	Contents of Notice Inviting Bids
Public Contract Code	7100 - 7200	Public Work Contract Clauses
Public Contract Code	9201 - 9203	Claims and Disputes
Public Contract Code	20101	Prequalification of bidders
Public Contract Code	20103.5	Effect of License Requirement on Bid
Public Contract Code	20103.6	Procurement of Architectural Design Services
Public Contract Code	20103.8	Determining the Lowest Bid

Public Contract Code	20104	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	20216	Competitive Negotiation Process
Public Contract Code	20341	Procurement of Construction Services
Public Contract Code	20342	Bidder's Security – Bid Bond Requirement for Construction Projects

Exhibit A was originally adopted on 6/9/2016.



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

Policies and Procedures No. 3

SUBJECT:

Board Approval: 1/29/04

DESIGN-PREPARATION PLANS, SPECIFICATIONS, AND ESTIMATES

PURPOSE:

To provide for preparing and approving contract plans, specifications, and cost estimates.

BACKGROUND:

Section 14085 et seq. of the State Government Code (SB 580) requires that any state agency using state funds for mass transit guideway adopt policies and procedures for its design activities.

POLICY:

Plans, specifications, and estimates (PS&Es) for MTS projects shall be prepared in the most functional and timely manner possible by competent engineers in any combination of public agency staff, consultants, or MTS staff as appropriate.

PS&Es shall generally be prepared in accordance with accepted practices as defined by major project administrators, such as the California Department of Transportation (Caltrans).

Design criteria shall be as adopted by the MTS Board and other accepted engineering practices used in operating rail transit and railroad systems.

GUIDELINES:

PS&E packages shall generally contain the following:

- A. **Plans** - The official project plans and standard plans and profiles, typical cross sections, general cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the responsible engineer, which show the location, character, dimensions, and details of the work to be performed.



B. Specifications

1. Special provisions shall contain specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the standard specifications.
2. Standard specifications shall provide the directions, provisions, and requirements contained in published documents setting forth conditions and requirements that are reoccurring in like work.

C. Estimate - The engineer's estimate shall list the estimated quantities of work to be performed and estimated costs of each item and for the total construction.

SGreen/JGarde
POLICY.3.DESIGN-PREP PLANS SPECS ESTIMATES
7/10/06

Original Policy approved on 9/11/78.

Policy revised on 7/28/80.

Policy revised on 9/8/80.

Policy revised on 11/23/81.

Policy revised/renumbered on 1/29/04.

| Policy repealed on 6/9/2016.



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

Policies and Procedures No. 5

SUBJECT:

Board Approval: 1/29/04

CONSTRUCTION CONTRACT ADMINISTRATION AND CONTRACTOR
ASSURANCES

PURPOSE:

To provide policy for administering MTS construction contracts.

BACKGROUND:

Government Code Section 14085, et seq., requires that any public entity receiving state funds for exclusive public mass transit must adopt policies and procedures for contract administration.

POLICY:

MTS contractors must meet all applicable laws concerning labor law, labor rates, Equal Employment Office (EEO), and licenses. MTS shall ensure that the following requirements are carried out:

Contractors' Licensing Laws

All bidders and contractors shall be licensed in accordance with the laws of California. Additionally, contractor requirements shall be guided by the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

Labor Compliance

The contractor may not, in any case, pay workmen less than the stipulated prevailing rates paid for such work or craft in the San Diego area by the contractor or any of his subcontractors.

The contractor will be responsible for complying with the provisions of the Fair Labor Standards Act of 1938 as amended.

MTS contractors shall be required to provide Workers' Compensation Insurance to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior



to commencement of work, the contractor shall sign and file with MTS a certification of compliance.

In all cases, the MTS requirements for contractor labor compliance shall be guided by the labor code and the State's Construction Manual "Labor Compliance" section.

Equal Employment Opportunity (EEO)

The contractor shall comply with the EEO requirements set forth by Title VI of the 1964 Civil Rights Act on any project where federal funds are included.

The contractor shall also comply with Sections 1431 and 1735 of the Labor Code and Sections 300 and 317 through 323 of Title 8 of the California Administrative Code, which prohibits labor discrimination and requires the contractor to submit an Equal Opportunity Program and certification fee to the Fair Employment Practice Commission for contracts over \$200,000.

Additionally, the contractor shall comply with the adopted MTS Affirmative Action Plan.

SGreen/JGarde
POLICY.5.CONSTRUCTION CONTRACT ADMIN
& CONTRACTOR ASSURANCES
7/10/06

Original Policy approved on 9/11/78.

Policy revised on 7/28/80.

Policy revised on 11/23/81.

Policy revised on 2/7/85.

Policy revised/renumbered on 1/29/04.

Policy repealed on 6/9/2016.



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

Policies and Procedures No. 14

SUBJECT:

Board Approval: 2/12/04

RELIEF FROM MAINTENANCE AND RESPONSIBILITY AND ACCEPTANCE OF
WORK ON CONSTRUCTION CONTRACTS

PURPOSE:

To accept work completed by MTS construction contractors.

BACKGROUND:

As MTS's construction contractors complete certain major portions or entire projects, it is appropriate that MTS accept the work.

POLICY:

- 14.1 Upon written application by the contractor, the MTS Board of Directors will grant relief from maintenance and responsibility on major elements of each major construction project as permitted in the contract specifications.

The Chief Executive Officer shall establish procedures for granting said relief. The Chief Executive Officer shall be delegated authority to grant said relief in writing to the contractor and shall report actions on contracts over \$25,000 to the Board.

- 14.2 Upon written application by the contractor, the MTS Board of Directors will accept the entire work on major construction contracts provided that the work has been completed, in all respects, in accordance with the contract plans and specifications.

The Chief Executive Officer shall be the delegated the authority to accept contracts on behalf of the Board and shall report all contract acceptances over \$25,000 to the Board of Directors.

- 14.3 In determining acceptance, these procedures should be followed:

- a. The contractor shall request acceptance in writing.



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.

- b. Concurrence to the request by the MTS Resident Engineer shall be in writing to the Chief Executive Officer and include these findings: (1) that the contract has been completed in accordance with the plans and specifications, (2) a statement as to the financial condition of the contract, and (3) a statement as to whether the contract was completed on time or with an apparent overrun.
- c. The Chief Executive Officer shall accept the action and report the findings in c above to the Board of Directors.

DDarro/JGarde
POLICY.14.RELIEF MAINT & RESPONS ACCEPT WORK CC
7/12/06

Original Policy approved on 7/28/80.
Policy revised on 11/23/81.
Policy revised on 1/10/83.
Policy revised on 7/26/90.
Policy revised/renumbered on 2/12/04.
Policy repealed on 6/9/2016.

REPEALED



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

Policies and Procedures No. 54

SUBJECT:

Enacted: 3/22/2007

RULES OF PROCEDURE FOR METROPOLITAN TRANSIT SYSTEM (MTS)
ADMINISTRATIVE HEARINGS

PURPOSE:

To define the rules of procedure for MTS Board of Directors administrative hearings.

BACKGROUND:

On January 1, 2006, MTS modified its enabling legislation to allow for the appeal of the denial of a protest regarding any MTS procurement by way of an administrative hearing. Public Utilities Code section 120224.4 and MTS Procurement Policy No. 52 allow individuals to file a protest in response to a procurement solicitation or a Notice of Intent to Award. Protests based on the content of a procurement solicitation must be filed with the Board within 10 calendar days after the procurement solicitation is first advertised. Protests based on the issuance of a Notice of Intent to Award must be filed within 15 calendar days after the mailing of the notice.

Thereafter, the MTS Chief Executive Officer (CEO) or his or her designee, typically a Protest Evaluation Committee or outside counsel, issues a written decision on the protest. Individuals then have the opportunity to appeal the denial of any protest through an administrative hearing before the full MTS Board. The decision on the appeal of the protest by the MTS Board must be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to section 1094.6 of the Code of Civil Procedure.

The following rules of procedure shall govern any administrative hearing before the MTS Board of Directors.

54.1 Definitions

For purposes of this policy, the following definitions shall apply:

54.1.1 "Board" shall mean the Board of Directors of the San Diego Metropolitan Transit System.



54.1.2 "CEO" shall mean the Chief Executive Officer of the San Diego Metropolitan Transit System.

54.1.3 "General Counsel" shall mean the General Counsel of the San Diego Metropolitan Transit System.

54.1.4 "Protestor" shall mean a person, or business entity represented by a designated employee or officer, who submits or who plans to submit a proposal or bid in response to a procurement solicitation and who submits a written protest to any acquisition or procurement conducted by MTS or its subsidiaries.

54.2 Setting the Matter for Hearing

54.2.1 Upon receipt of a Request for Reconsideration of Protest, the General Counsel shall set the matter for a hearing not less than 10 calendar days and no more than 90 days from receipt of the request. The General Counsel shall provide written notice to the Protestor of the date, time, and location of the hearing no less than 5 calendar days before the hearing is scheduled to occur. Any hearing may be continued for more than 90 days upon a showing of good cause and approval by the Board.

54.2.2 Whenever this policy authorizes or requires the delivery of any notice or paper, the notice or paper shall be deposited in the United States mail, certified return receipt requested, in a sealed envelope addressed to the Protestor, at the Protestor's last known address. Delivery of the notice or paper shall be complete at the time of the deposit.

54.3 Right to Representation by Counsel

54.3.1 Protestors may be represented by an attorney at any hearing before the Board. If the Protestor is to be represented by an attorney, written notice of that representation, including the name, address, and phone number shall be provided to the General Counsel at least 3 calendar days before the hearing. After the filing of a written notice indicating the Protestor shall be represented by an attorney, all notices transmitted by MTS shall be served upon the Protestor's attorney.

54.4 Failure to Appear at the Scheduled Hearing

54.4.1 Any Protestor who has filed a Request for Reconsideration of Protest and who fails to make an appearance at the hearing, either in person or through an attorney, after having received the notice of the time and place of the hearing shall be deemed to have waived the right to appeal and shall forfeit all rights to a hearing.

54.5 Discovery

54.5.1 Copies of all documents and materials upon which the MTS CEO (or his or her designee) relied upon in issuing the denial of the protest shall be mailed by the General Counsel to the Protestor (or his or her attorney) 5 calendar days before the scheduled hearing date.

54.5.2 Copies of all documents and materials upon which the Protestor intends to rely upon as part of his or her defense to the CEO's, or his or her designee's, written decision shall be mailed (pursuant to Section 54.2.2) to the MTS General Counsel no later than 5 calendar days prior to the scheduled hearing. Such copies shall be mailed to:

MTS Office of General Counsel
Attention: Administrative Hearing Materials
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

54.5.3 Only those documents filed with the General Counsel in accordance with Section 54.5.2 of this policy shall be considered for admission into evidence at the hearing.

54.6 Conduct of the Hearing

Hearings held by the Board shall be conducted according to the following format:

54.6.1 The Clerk of the Board shall read the title of the case and ask for appearances from all parties. The names of the parties and all witnesses shall be entered into the record.

54.6.2 The Clerk of the Board shall mark for identification only, and not as evidence, all papers in the official file of the hearing, which should include:

- a. The Request for Reconsideration of Protest filed by the Protestor.
- b. The Notice of Administrative Hearing setting the date and time of the hearing.
- c. Copies of all reports and materials upon which the MTS CEO or his or her designee relied upon in issuing the denial of the protest.
- d. Copies of all reports and materials submitted by the Protestor upon which the Protestor intends to rely upon as part of his or her defense to the CEO's (or his or her designee's) denial of the protest.

54.6.3 The Clerk of the Board shall swear in any witnesses. All testimony shall be under oath or affirmation.

54.6.4 Outside Counsel representing MTS shall present evidence to support the denial of the protest. MTS shall bear the burden of proof upon a preponderance of the evidence that the denial of the protest should be upheld.

54.6.5 The Protestor or his or her attorney shall then present evidence that the denial of the protest was improper.

54.6.6 Each party will be allowed to cross-examine witnesses in the order determined by the Board.

54.6.7 Each party shall have the opportunity to present rebuttal evidence in the order determined by the Board.

54.6.8 The Chairman of the Board shall have the discretion to set reasonable time limits on the presentation of evidence by each party.

54.6.9 The Board will then close the hearing and submit the matter for decision.

54.6.10 The Board may, upon a motion, continue any hearing to another time and place, order additional evidence to be presented, or allow other evidence to be gathered and presented to allow proper presentation of the case. Upon a motion of either party, the Board may grant a continuance for good cause show.

54.6 Rules of Evidence Applicable to Hearing

54.7.1 The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Board shall have the discretion to hear all relevant evidence if it is the type on which a responsible person would rely regardless of the existence of any common law or statutory rule, which might make it an improper admission of evidence in a civil action. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. The Board shall have the discretion to exclude any irrelevant or repetitive evidence.

54.7.2 Each party shall have the right to call and examine witnesses on any matter relevant to the issues even though that matter may not have been covered in direct examination.

54.7.3 Each party shall have the right to impeach any witness regardless of which party first called the witness to testify.

54.7.4 Each party shall have the right to rebut the evidence against that party.

54.7.5 If the Protestor does not testify on his or her behalf, the Protestor may be called and examined under cross-examination.

54.7.6 In its discretion, the Board may consider hearsay evidence if it would be admissible in a civil action.

54.7.7 The hearing shall be conducted in the English language. The proponent of any testimony to be offered by a witness in a language other than English shall provide a certified interpreter proficient in the English language and the language in which the witness will testify to serve during the hearing. The cost of the certified interpreter shall be paid by the party providing the interpreter.

54.8 Findings and Determinations by the Board

54.8.1 The Board shall determine all factual issues raised by the Request for Protest Reconsideration.

54.8.2 Upon completion of the hearing, the Board shall make findings of fact as to whether the decision of the CEO, or his or her designee, in denying the protest is supported by the evidence presented or existing in the official file.

54.8.3 The Board shall have the discretion to uphold the denial of the protest, overturn the denial of the protest, or order additional evidence to be submitted in order to make a final decision.

54.8.4 The Board shall issue a final written decision within 10 calendar days of the hearing. The time for judicial review of the final written decision of the Board shall be governed by California Code of Civil Procedure section 1094.6.

54.9 Judicial Review

54.9.1 Judicial review of any decision of the Board may be had pursuant to section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate authorized by said section is filed within the time limits specified in this chapter.

54.9.2 Any petition for writ of mandate authorized by section 1094.5 of the California Code of Civil Procedure must be filed no later than the 90th day following the date on which the final written decision of the Board is issued.

54.9.3 The complete record of the proceedings at which the decision was reached shall be prepared by the Clerk of the Board and shall be delivered to the Protestor within 190 days after the filing of a written request therefore. The Board may recover its actual costs for transcribing or otherwise preparing the record. Such record

shall include the transcript of the proceedings, all pleadings, all notices and orders, any decision by the CEO or his or her designee, the final written decision, all admitted exhibits in the possession of the Board, and any other papers in the matter.

- 54.9.4 If the Protestor files a request for the record as specified in Section 54.9.3 of this policy within ten days after the date the decision becomes final, the time within which a petition pursuant to section 1094.5 of the California Code of Civil Procedure may be filed shall be extended to no later than the 30th day following the date on which the record is either personally delivered or mailed to the Protestor or the attorney of record.
- 54.9.5 In making a final written decision, the Board shall provide notice to the Protestor that the time within which judicial review must be sought is governed by this policy and section 1094.6 of the California Code of Civil Procedure.

TLoren/JGarde
POLICY.54.ADMINISTRATIVEHEARINGS.doc
3/22/07

Original Policy enacted on 3/22/07.

Policy repealed on 6/9/2016.



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

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM AUTOMOBILE LEASING SERVICE
– CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1872.0-16, (in substantially the same format as Attachment A) with Enterprise Fleet Management (Enterprise) for the provision of non-revenue Automobile Leasing Services, for a five (5) year base term and three (3) one year options, exercisable at MTS's sole determination.

Budget Impact

The total cost of this agreement would not exceed \$9,356,272.00 over the entire term of the agreement as shown in Table 1, below, and will be included in each department's respective annual operating budgets.

FISCAL YEARS (2017 - 2025)	TOTAL COSTS
Base Years – 2017 - 2022	\$5,586,127.00
Option Years – 2022 - 2025	3,770,145.00
GRAND TOTAL COST (Base + Option Years 2017 - 2025)	\$9,356,272.00

DISCUSSION:

MTS routinely uses a fleet of administrative support vehicles to sustain its transit operations. This fleet includes cars, pickup trucks and utility vehicles used to transport bus and train operators between service delivery points. These vehicles are used by train and transit supervisors to respond to routine and emergency operational issues in the field, and by administrative and management staff for attendance at official offsite meetings and public transit related events.



To ensure that MTS obtains the best overall economic value in this procurement, staff conducted a lease versus purchase analysis, which revealed that leasing is more advantageous than outright purchase given the high costs of ownership, in particular the expense associated with keeping the vehicles in good operating condition.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for acquisitions exceeding \$100,000.

On March 4, 2016, MTS issued a Request for Proposals (RFP) for Automobile Leasing Services. Three proposals were received on the due date of April 5, 2016, as follows:

1. Acme Auto Leasing, LLC. (Acme)
2. Dion International Trucks, LLC. (Dion)
3. Enterprise Fleet Management (Enterprise)

All were deemed responsive and responsible.

A selection committee, consisting of representatives from the MTS Finance, Bus Operations, Trolley Operations, and Contract Services departments, met and scored the proposals based on the following:

1.	Capacities and Capabilities	25%
2.	Qualifications, Experience and References	15%
3.	Staffing, Org., Management Plan	15%
4.	Work Plan	25%
5.	Cost and Price	<u>20%</u>
		Total 100%

After the initial evaluation, Enterprise Fleet Management was deemed the only proposer to be within the competitive range that had offered the best value to MTS.

The following table represents the proposers' final scores and rankings:

PROPOSER NAME	TOTAL AVG. TECH. SCORE	COST SCORE	TOTAL SCORE (Tech + Cost)	RANKING
Enterprise Fleet	48	47.5	95.5	1
Dion	26.5	47.5	74	2
Acme	22.5	50	72.5	3

Staff then negotiated with Enterprise to reduce the overall Not to Exceed amount for the entire term of the agreement. As a result, the total cost of this project was reduced by \$241,433.00 from the originally proposed \$9,597,705.00 to a downward adjusted \$9,356,272.00.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1872.0-16, (in substantially the same format as Attachment A) with Enterprise for the provision of non-revenue Automobile Leasing Services, for a five (5) year base term and three (3) one year options, exercisable at MTS's sole determination.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Draft Standard Services Agreement; Contract G1872.0-16
B. Scope of Work
C. Cost Breakdown

**STANDARD SERVICES AGREEMENT
FOR
AUTOMOBILE LEASING SERVICES
DRAFT**

G1872.0-16
CONTRACT NUMBER

121.9
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____, 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Enterprise Fleet Management

Address: 9444 Farnham Street, Ste. 210
San Diego CA, 92123

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 858-450-2823

Email Address: Zachary.d.skilton@efleets.com

Authorized person to sign contracts: Zachary D. Skilton Regional Sales Manager
Name Title

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

Automobile Leasing Services, as specified in the Scope of Work (attached as Exhibit A), Enterprise Fleet Managements' Proposal (attached as Exhibit B), and in accordance with the Standard Services Agreement, including the Standard Conditions Services (attached as Exhibit C), and the Federal Requirements (attached as Exhibits D).

The period of performance for the non-revenue Automobile Leasing Services shall commence on July 1, 2016 and expire on June 30, 2021, with three (3) one year options which if awarded shall revise the expiration of this Agreement to June 30, 2024.

Total contract amount shall not exceed **\$ 5,586,128.00** for the initial five (5) year term of the Contract.

Total contract amount shall not exceed **\$ 3,770,145.00** for the three (3), one year option term of the Contract.

Total contract amount shall not exceed **\$ 9,356,273.00** over the entire eight (8) year term of the Contract.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 9,356,273.00	MULTIPLE ACCOUNTS	2017-2025

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

SCOPE OF WORK SPECIFICATION FOR SERVICES

SCOPE OF SERVICES

SUMMARY:

MTS is seeking proposals for the leasing and maintenance of fleet support vehicles (Fleet). This shall entail approximately one hundred twenty (120) vehicles over a five (5) year period. MTS reserves the right to increase or decrease as well as request additional vehicles outside of those identified herein, at its sole discretion, in addition to the size of the Fleet and makes no ordering commitment to the awarded Contractor. Contractor shall provide MTS with a comprehensive program for the leasing and complete maintenance of fleet support vehicles over the entire term of the contract. The timing and mix of the vehicles may change with MTS business needs over the course of the contract. As a result, MTS requires an established program for the leasing of vehicles and preventative and on-going maintenance services which can meet the dynamic needs and requirements of MTS.

MTS intends to award a multiple year full service open-ended lease contract that permits MTS to order new replacement vehicles throughout the term of the contract. The term of the contract shall be for a five (5) base year period with three (3) one (1) year option periods. MTS reserves the right to acquire any type of vehicle, manufacturers' make and model throughout the contract period when and as requested solely by MTS.

MTS's current leased vehicle fleet consists of primarily Ford vehicles as reflected in "Attachment A – Current Lease Vehicle Fleet" contained within the Complete Attachment Package (attached as a separate document package) ancillary to this scope of work. As such, MTS has provided specification requirements for current leased vehicles in the aforementioned Complete Attachment Package and is allowing for requests for approved equals for all identified vehicles in accordance with Section A.1.16 "Changes" Subsection b. "Request for Approved Equals".

MTS requests Contractors to provide proposals, which describes in detail Contractors approach to the leasing of vehicles as well as preventative and on-going regular maintenance for said vehicles. Contractors proposals shall also detail cost saving measures, lease management processes, maintenance and servicing methods and practices which best address MTS's continuous need for the fleet support vehicle services, as described herein.

MTS expects to award a comprehensive contract to a Contractor who can provide all services requested in this RFP. Be advised that lease arrangements shall be subject to availability of MTS funding throughout the term of the contract.

Capital cost of vehicles and monthly lease payments shall be included as part of contractors submission.

MINIMUM REQUIREMENTS:

Contractor shall fully describe the scope of services being proposed including but not limited to staffing levels, vehicle types, leasing plan(s), maintenance program(s), as well as additional resources and/or services which meet the needs and requirements of MTS.

The Contractor shall have been in vehicle leasing for a period of no less than three (3) years.

The Contractor shall be required to provide vehicle status updates including delivery, disposal, maintenance, and other relevant notices within 48 hours of a request by MTS.

The Contractor shall be required to establish and maintain an organizational structure which facilitates local management of the proposed lease program. The organizational structure and local management is requested to ensure MTS maintains continuity and reliability for all fleet vehicle services required under this contract.

All vehicle ordering shall originate directly from MTS when and as requested solely by MTS's designated staff.

REPORTING:

The Contractor shall propose a contract status report process, inclusive of reporting documentation, charts and other reporting tools. Reports shall cover all vehicles delivered, or otherwise in the possession of MTS at any time during the previous month inclusive of additional options, packages, and other details as requested by MTS. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by MTS); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible and updated online, on a monthly basis.

MINIMUM VEHICLE SPECIFICATIONS

A list of example vehicle specifications is contained in the "Complete Attachment Package" attached separately.

MTS Specialty Maintenance Vehicles:

MTS utilizes a number of pickup trucks with "add-on" features such as lift gates, transfer tanks, tool containers, and other features which are required to ensure the pickup trucks meet the needs and performance requirements of MTS.

These "add-on" features necessarily need to be specified individually at time of order for each of the trucks ordered under this contract. The attachment package, attached separately from this package, contains an example of one such vehicle. As such, Contractors proposal shall include a methodology of how "add-on" features can be implemented when and as required by MTS. This methodology shall include an example using the specifications included in the aforementioned Attachment package attached separately. This methodology shall also include how the pricing, installation and equipment/labor warranties would function.

LEASE REQUIREMENTS

A. Lease Type – Contractor shall propose on the following criteria:

1. Five (5) year with three (3) one year options **full service** open-ended lease with no mileage restrictions.
2. For the purpose of cost comparison, vehicles must be depreciated at 1.35% per month.
3. Contractor shall list all applicable fees, tax and finance charges.
4. End of lease option shall be proposed by the Contractor.

B. Orders, delivery & Acceptance

1. Contractor shall detail their internal vehicle order process including but not limited to Contractors internal coordination, logistical requirements, estimated times and delivery tables, acceptance requirements, quality control and quality assurance measures, and other information applicable to Contractors internal vehicle order processes.
2. Contractor shall detail their external customer vehicle order process including but not limited to customers order requirements, ability to provide online ordering, automation, transparency, tracking, coordination, and other vehicle order related processes proposed by the Contractor.
3. All vehicles leased under the agreement shall be inspected by MTS staff, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.
4. Each vehicle furnished under this contract shall be of good quality and in safe operating condition. MTS reserves the right, at its sole discretion, to reject any and all vehicles it deems unsafe and/or defective at the time of delivery. Following rejection of an unsafe and/or defective vehicle, Contractor shall provide a temporary replacement vehicle at no cost until the Contractor delivers an acceptable vehicle of good quality and in safe operating condition.
5. Contractor shall be responsible for licensing and registration of the vehicle to MTS with exempt license plates and payment of applicable taxes. Only licensing, registration and any applicable tax can be billed back to MTS, but all other administrative costs shall be the responsibility of the Contractor and shall be included in prices paid under this contract.
6. Contractor shall provide an option(s) for the lease of used vehicles, in their proposal submissions.

C. Maintenance Program

1. MTS requires a detailed and comprehensive Contractor led and managed Maintenance Program (Program) which has the ability to accommodate MTS's various operating locations. The Program shall include measures which reduce MTS staff time in managing and coordinating maintenance and repairs of leased vehicles.
2. Contractor shall identify in detail, specifically what repairs and maintenance activities are included and excluded in the Contractor provided maintenance program. Standard repairs shall include consumables (e.g. oil and filter changes) and normal repairs and shall be included in Contractors maintenance program. Typical maintenance requirements would be:
 - a) All factory recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer to scheduled and unscheduled maintenance, excluding tires and brakes.
 - b) Brakes and tires will be excluded from the maintenance cost, but will be included in the awarded contractor's services and billed back to MTS at cost with no additional mark-ups.

3. Contractor shall explain best practice measures and Contractor management methods which reduces and minimizes the "down time" of the MTS leased fleet vehicles.

D. Billing and Reports

1. Contractor shall detail its invoicing method(s) as well as tracking and reporting capabilities, including but not limited to comprehensive invoicing, monthly management reports and online reporting capabilities, and ad hoc reports.
2. Contractor shall supply a lease balance and estimated resale value of vehicles, when and as requested by MTS throughout the term of the contract, including at the end of the lease term.
3. Contractor shall have the capability of sending vehicle repair work orders to MTS, via emails.
4. Contractor shall have the capability of receiving vehicle repair work orders from MTS, via emails.
5. Contractor shall be required to meet with MTS staff not less than annually to go over current fleet status, fleet performance, contractor performance and other contractual and non-contractual related matters.

E. Emergency Assistance

Contractor shall provide MTS with 24 hour / 7 day a week emergency response service.

F. Resale of Vehicles

Contractor shall be responsible for the resale of all leased vehicles at the end of the contract period. The Contractor shall propose as part of their submission a strategy to garner the highest return on each individual vehicle sale within the wholesale used car market.

Contractor shall be responsible for removing and destroying all MTS decals, if any, on vehicles returned prior to or at the end of the vehicles lease agreement period at no cost.

G. Mobilization

Contractor shall provide a detailed and comprehensive solution for mobilization of the existing fleet and the measures to be taken to ensure MTS continues to maintain an operational and functional fleet of vehicles throughout the transition and mobilization phase.

H. Demobilization

Contractor shall provide a detailed solution for demobilization and transition of an existing fleet to another contractor.

Initial 5 Base Years

Quote	Model	Base	Tax	Full Maint. Service	Tires, Brakes & Other Sev.	After Market Equip. (Est. 15%)	Total	year 1	year 2	year 3	year 4	year 5	Total all 5 years	Number of Vehicles	Total Cost Year 1-5
3161695	Ford Fusion	\$309.12	\$24.93	\$51.77	\$51.61	-	437.43	5,249	5,407	5,569	5,736	5,908	27,869	33	919,667
3161677	Ford Escape	\$322.77	\$25.82	\$51.77	\$51.61	-	451.97	5,424	5,586	5,754	5,927	6,104	28,795	25	719,876
3161668	Ford Explorer	\$424.62	\$33.97	\$56.08	\$51.61	84.94	651.23	7,815	8,049	8,291	8,539	8,796	41,489	33	1,369,148
3161644	Ford F150	\$344.76	\$27.58	\$56.08	\$51.61	72.00	552.04	6,624	6,823	7,028	7,239	7,456	35,170	17	597,892
3161596	Ford F250	\$443.65	\$35.49	\$61.76	\$51.61	88.88	681.39	8,177	8,422	8,675	8,935	9,203	43,411	26	1,128,688
3161542	Ford F350	\$454.25	\$36.34	\$69.02	\$51.61	91.68	702.91	8,435	8,688	8,949	9,217	9,494	44,782	19	850,856
															5,586,127

Additional 3 Option Years

Quote	Model	Option Year 1	Option Year 2	Option Year 3	Total 3 Option Years	Number of Vehicles	Total 3 Option Years	Total Contract (Base + Options)
3161695	Ford Fusion	6,085	6,268	6,456	18,809	33	620,694	1,540,361
3161677	Ford Escape	6,288	6,476	6,670	19,434	25	485,853	1,205,728
3161668	Ford Explorer	9,059	9,331	9,611	28,002	33	924,054	2,293,202
3161644	Ford F150	7,680	7,910	8,147	23,737	17	403,525	1,001,417
3161596	Ford F250	9,479	9,763	10,056	29,299	26	761,766	1,890,454
3161542	Ford F350	9,778	10,072	10,374	30,224	19	574,253	1,425,109
							3,770,145	9,356,272

Average monthly cost for Tires and Brakes \$1,800.00

Average monthly cost for non-covered services/repair \$4,600.00

Current vehicles counts 124.00

Monthly cost bill back to MTS per vehicle \$51.61

Lease Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Ford Fusion	132,284	136,252	140,340	144,550	148,887	702,313
Ford Escape	104,577	107,714	110,946	114,274	117,702	555,213
Ford Explorer	181,602	187,050	192,661	198,441	204,394	964,148
Ford F150	75,957	78,236	80,583	83,001	85,491	403,268
Ford F250	149,492	153,976	158,596	163,354	168,254	793,672
Ford F350	111,855	115,210	118,666	122,226	125,893	593,851
	755,766	778,439	801,792	825,846	850,621	4,012,464

Maint. Serv.	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Ford Fusion	40,940	42,168	43,433	44,736	46,078	217,354
Ford Escape	31,015	31,945	32,904	33,891	34,908	164,662
Ford Explorer	76,284	78,572	80,929	83,357	85,858	405,000
Ford F150	36,658	37,758	38,891	40,058	41,259	194,624
Ford F250	63,102	64,995	66,945	68,953	71,022	335,017
Ford F350	48,408	49,860	51,356	52,897	54,484	257,005
	296,407	305,299	314,458	323,891	333,608	1,573,663
						5,586,127



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

Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) BUS SUBCOMPONENTS
GROUPS A TO H – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute five (5) five-year contracts for the provision of bus brake and axle-related subcomponents (in substantially the same format as attachments A – E).

Budget Impact

The aggregate value of these agreements will not exceed \$1,214,961.92 over their five year terms. Funding for each respective fiscal year will be included in the MTS Bus Maintenance department budget 311014-545100. The five (5) five-year contracts are listed below in Table 1.

TABLE 1

<u>Group(s) / MTS Doc No.</u>	<u>Contractor</u>	<u>Bus Subcomponent Description</u>
<u>Group A</u> MTS Doc No. B0647.0-16	Axel Tech International LLC.	Bus Brake and Planetary Kits (Attachment A)
<u>Groups B, C & F</u> MTS Doc No. B0648.0-16	Mohawk Manufacturing and Supply Co.	Bendix Air Brakes Parts Brake Drums (Attachment B) Disc Brake Pads
<u>Group D & E</u> MTS Doc No. B0649.0-16	San Diego Friction Products, Inc.	Disc Brake Rotors (Attachment C) Brake Lining
<u>Group G</u> MTS Doc No. B0650.0-16	New Flyer Industries Canada ULC.	Shock Absorbers (Attachment D)
<u>Group H</u> MTS Doc No. B0651.0-16	Gillig, LLC.	Air Springs (Attachment E)



DISCUSSION:

MTS operates a fleet of buses to deliver fixed-route public transit services in its operating area. The agency has an ongoing fleet inspection, maintenance and repair program which helps to ensure that buses are kept in a high state of good repair and are always in the safest operating condition. The various brake and axle sub-components under this procurement are a critical element of that program. The absence of these sub-components will compromise the maintenance staff's ability to adequately maintain MTS's buses and can result in missed sign-outs and service denials.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive bid process for procurements exceeding \$100,000.

On March 30, 2016, MTS issued an Invitation for Bids. To maximize competition to include local small businesses staff divided the need into eight distinct groups, as illustrated in Table 2 below.

TABLE 2

1. Group A: Bus Brake and Planetary Kits
2. Group B: Bendix Air Brakes Parts
3. Group C: Brake Drums
4. Group D: Disc Brake Rotors
5. Group E: Brake Lining
6. Group F: Disc Brake Pads
7. Group G: Shock Absorbers
8. Group H: Air Springs

Nine (9) bids were received on the due date of April 29, 2016. After a review for responsiveness and responsibility, staff determined that the Bidders listed in Table 3, below, presented MTS with the lowest responsive and responsible bids.

TABLE 3

Group (A – H)	Bidder	Total Not to Exceed Amount
Group A: Bus Brake and Planetary Kits	AxleTech International LLC.	\$ 181,662.95
Group B: Bendix Air Brakes Parts Group C: Brake Drums Group F: Disc Brake Pads	Mohawk Manufacturing and Supply Co.	\$ 260,266.52 \$ 97,130.00 \$ 113,978.00
Group D: Disc Brake Rotors Group E: Brake Lining	San Diego Friction Products, Inc.	\$ 65,950.00 \$ 59,168.75
Group G: Shock Absorbers	New Flyer Industries Canada, ULC.	\$ 224,921.60
Group H: Air Springs	Gillig, LLC.	\$ 211,884.10
	Grand Total	\$ 1,214,961.92

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute five (5) five-year contracts, as listed in Table 1, for the provision of bus brake and axle-related subcomponents (in substantially the same format as attachments A – E).



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Draft MTS Doc. B0647.0-16 AxleTech & Pricing Sheet
B. Draft MTS Doc. B0648.0-16 Mohawk & Pricing Sheets
C. Draft MTS Doc. B0649.0-16 San Diego Friction & Pricing Sheets
D. Draft MTS Doc. B0650.0-16 New Flyer & Pricing Sheet
E. Draft MTS Doc. B0651.0-16 Gillig & Pricing Sheet

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0647.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: AxleTech International, LLC.

Address: 1400 Rochester Road,
Troy, MI 48083

Form of Business: Limited Liability Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 248-658-7300

Email Address: transitsales@axletech.com

Authorized person to sign contracts: <u>Mark Goedtel</u>	<u>Product Manager</u>
Name	Title

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

Contractor shall furnish all necessary Group A - Bus Brake and Planetary Kits subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), AxleTech International, LLC., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group A - Bus Brake and Planetary Kits shall not exceed **\$ 181,662.95**.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer Approved as to form: By: _____ Office of General Counsel	Firm: _____ By: _____ Signature Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM
<u>\$ 181,662.95</u>	311014-545100
	FISCAL YEAR
	2016-2021

By: _____	Date
Chief Financial Officer	

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

AXLETECH							
Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$20.30	\$1,421.00
Kit #2	Front Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$443.15	\$4,431.50
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$34.20	\$1,710.00
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$939.20	\$9,392.00
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$38.15	\$3,052.00
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$83.40	\$4,587.00
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$342.05	\$5,130.75
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$298.10	\$1,490.50
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$242.03	\$3,630.45
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$5.80	\$29.00
Total for Group A (2016-2017)							\$34,874.20

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$20.93	\$1,465.10
Kit #2	Front Axle Seal Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$456.86	\$4,568.60
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$35.26	\$1,763.00
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$968.00	\$9,680.00
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$39.33	\$3,146.40
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$85.98	\$4,728.90
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$352.63	\$5,289.45
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$307.32	\$1,536.60
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$249.52	\$3,742.80
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$5.98	\$29.90
Total for Group A (2017-2018)							\$35,950.75

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$20.93	\$1,465.10
Kit #2	Front Axle Seal Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$456.86	\$4,568.60
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$35.26	\$1,763.00
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$968.00	\$9,680.00

Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$39.33	\$3,146.40
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$85.98	\$4,728.90
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$352.63	\$5,289.45
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$307.32	\$1,536.60
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$249.52	\$3,742.80
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$5.98	\$29.90
Total for Group A (2018-2019)							\$35,950.75

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$21.58	\$1,510.60
Kit #2	Front Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$470.99	\$4,709.90
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$36.35	\$1,817.50
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$998.20	\$9,982.00
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$40.55	\$3,244.00
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$88.64	\$4,875.20
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$363.54	\$5,453.10
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$316.82	\$1,584.10
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$257.24	\$3,858.60
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$6.16	\$30.80
Total for Group A (2019-2020)							\$37,065.80

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$22.02	\$1,541.40
Kit #2	Front Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$480.60	\$4,806.00
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$37.09	\$1,854.50
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$1,018.57	\$10,185.70
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$41.37	\$3,309.60
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$90.45	\$4,974.75
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$370.96	\$5,564.40
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$223.29	\$1,116.45
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$262.48	\$3,937.20
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$6.29	\$31.45
Total for Group A (2020-2021)							\$37,821.45

Option Years Total for Group A (2019-2021)

\$74,887.25

Grand Total Basis of Award for Group A (Base Years + Option Years 2016-2021)

\$181,662.95

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

**B0648.0-16
CONTRACT NUMBER**

**920.2
FILE/PO NUMBER(S)**

THIS AGREEMENT is entered into this _____ day of _____, 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Mohawk MFG. & Supply, Co.

Address: 7200 N. Oak Park Ave.
Niles, IL 60714

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 847-647-1611

Email Address: bbrown@mohawkmfg.com

Authorized person to sign contracts: Robert L. Brown Executive Vice President
Name Title

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

Contractor shall furnish all necessary Group B - Bendix Air Brakes, Group C - Brake Drums, and Group F - Disc Brake Pad subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), Mohawk MFG. & Supply, Co. Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The total contract amount for Group B - Bendix Air Brake subcomponents shall not exceed **\$260,266.52**

The total contract amount for Group C - Brake Drum subcomponents shall not exceed **\$97,130.00**

The total contract amount for Group F - Disc Brake Pad subcomponents shall not exceed **\$113,978.00**

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>\$ 471,374.52</u>	<u>311014-545100</u>	<u>2016-2021</u>

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

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

							MOHAWK	
Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price	
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.18	\$179.50	
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.19	\$154.75	
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.74	\$130.50	
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.22	\$2,063.22	
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.35	\$3.50	
Group B	Diaphragm Front Brake	BW 236666	Hallex # 2329243	000043307	100	\$3.55	\$355.00	
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$2.84	\$284.00	
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.02	\$45.30	
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.41	\$102.30	
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.51	\$75.50	
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$38.70	\$387.00	
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$36.34	\$181.70	
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731	000008797	10	\$11.70	\$117.00	
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.08	\$45.40	
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$112.00	\$14,000.00	
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000009001	10	\$6.50	\$65.00	
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.93	\$9.30	
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241	000011031	30	\$56.52	\$1,695.60	
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017	000085944	10	\$32.54	\$325.40	
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640	000025775	250	\$23.20	\$5,800.00	
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1	000008789	25	\$11.25	\$281.25	
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981	000004879	25	\$27.05	\$676.25	
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963	000009886	10	\$18.92	\$189.20	
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29	000089672	25	\$20.90	\$522.50	
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894	000088229	15	\$41.13	\$616.95	
Group B	Check Valve	BW 800375R	Mohawk 2444480	000065565	20	\$8.53	\$170.60	
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	000025726	200	\$52.24	\$10,448.00	
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638	000060657	150	\$77.25	\$11,587.50	
Total for Group B (2016-2017)							\$50,512.22	

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.18	\$179.50

Group B	Valve Drain	BW 103385	Parker # 25-22-156		000078824	25	\$6.19	\$154.75
Group B	Sleeve Air Brake	BW 203610			000042556	75	\$1.74	\$130.50
Group B	Connector Air Brake	BW 224887			000026955	251	\$8.22	\$2,063.22
Group B	Gasket Governor	BW 236577	Mohawk 2338304		000080317	10	\$0.35	\$3.50
Group B	Diaphragm Front Brake	BW 236666	Hallex # 2329243		000043307	100	\$3.55	\$355.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245		000043323	100	\$2.84	\$284.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226		000043356	15	\$3.02	\$45.30
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653		000044420	30	\$3.41	\$102.30
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671174		000082446	50	\$1.51	\$75.50
Group B	Tubing Nylon 1/4" Green	BW 246113			000078774	10	\$38.70	\$387.00
Group B	Ring Assy. Rear Brake	BW 282827			000010652	5	\$36.34	\$181.70
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731		000008797	10	\$11.70	\$117.00
Group B	Valve Safety	BW 284142	Mohawk 25-17-1		000073841	5	\$9.08	\$45.40
Group B	Hose Air Brake 3/8"	BW 285497			000027003	125	\$112.00	\$14,000.00
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9		000009001	10	\$6.50	\$65.00
Group B	Diaphragm Exhaust	BW 290714			000043083	10	\$0.93	\$9.30
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241		000011031	30	\$56.52	\$1,695.60
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017		000085944	10	\$32.54	\$325.40
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640		000025775	250	\$23.20	\$5,800.00
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1		000008789	25	\$11.25	\$281.25
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981		000004879	25	\$27.05	\$676.25
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963		000009886	10	\$18.92	\$189.20
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29		000089672	25	\$20.90	\$522.50
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894		000088229	15	\$41.13	\$616.95
Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$8.53	\$170.60
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	Mohawk # MO-5005893	000025726	200	\$52.24	\$10,448.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$77.25	\$11,587.50
Total for Group B (2017-2018)								\$50,512.22

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.36	\$184.00
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.34	\$158.50
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.78	\$133.50
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.43	\$2,115.93
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.35	\$3.50
Group B	Diaphragm Front Brake	BW 236666	Hallex # 2329243	000043307	100	\$3.64	\$364.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$2.91	\$291.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.10	\$46.50
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.50	\$105.00

Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774		000082446	50	\$1.55	\$77.50
Group B	Tubing Nylon 1/4" Green	BW 246113			000078774	10	\$39.67	\$396.70
Group B	Ring Assy. Rear Brake	BW 282827			000010652	5	\$37.25	\$186.25
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731		000008797	10	\$11.99	\$119.90
Group B	Valve Safety	BW 284142	Mohawk 25-17-1		000073841	5	\$9.31	\$46.55
Group B	Hose Air Brake 3/8"	BW 285497			000027003	125	\$114.80	\$14,350.00
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9		000009001	10	\$6.66	\$66.60
Group B	Diaphragm Exhaust	BW 290714			000043083	10	\$0.95	\$9.50
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241		000011031	30	\$57.93	\$1,737.90
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017		000085944	10	\$33.35	\$333.50
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640		000025775	250	\$23.78	\$5,945.00
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1		000008789	25	\$11.53	\$288.25
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981		000004879	25	\$27.73	\$693.25
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963		000009886	10	\$19.39	\$193.90
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29		000089672	25	\$21.42	\$535.50
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894		000088229	15	\$42.16	\$632.40
Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$8.74	\$174.80
Group B	Kit Purge Valve AD-9	BW 5005893	New Flver 6359856	Mohawk # MO-5005893	000025726	200	\$53.55	\$10,710.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$79.18	\$11,877.00
Total for Group B (2018-2019)								\$51,776.53

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.54	\$188.50
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.50	\$162.50
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.82	\$136.50
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.64	\$2,168.64
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.37	\$3.70
Group B	Diaphragm Front Brake	BW 236666	Halder # 2329243	000043307	100	\$3.73	\$373.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$2.98	\$298.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.18	\$47.70
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.59	\$107.70
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.59	\$79.50
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$40.66	\$406.60
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$38.18	\$190.90
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731	000008797	10	\$12.29	\$122.90
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.54	\$47.70
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$117.67	\$14,708.75
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000090001	10	\$6.83	\$68.30
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.97	\$9.70

Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241		000011031	30	\$59.38	\$1,781.40
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017		000085944	10	\$34.18	\$341.80
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640		000025775	250	\$24.37	\$6,092.50
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1		000008789	25	\$11.82	\$295.50
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981		000004879	25	\$28.42	\$710.50
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963		000009886	10	\$19.87	\$198.70
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29		000089672	25	\$21.96	\$549.00
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894		000088229	15	\$43.21	\$648.15
Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$8.96	\$179.20
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	Mohawk # MO-5005893	000025726	200	\$54.88	\$10,978.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$81.16	\$12,174.00
Total for Group B (2019-2020)								\$53,069.34

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.73	\$193.25
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.66	\$166.50
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.87	\$140.25
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.86	\$2,223.86
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.38	\$3.80
Group B	Diaphragm Front Brake	BW 236666	Haldex # 2329243	000043307	100	\$3.82	\$382.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$3.05	\$305.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.26	\$48.90
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.68	\$110.40
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.63	\$81.50
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$41.68	\$416.80
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$39.13	\$195.65
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731	000008797	10	\$12.60	\$126.00
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.78	\$48.90
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$120.61	\$15,076.25
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000009001	10	\$7.80	\$70.00
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.99	\$9.90
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241	000011031	30	\$60.86	\$1,825.80
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017	000085944	10	\$95.03	\$950.30
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640	000025775	250	\$24.98	\$6,245.00
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1	000008789	25	\$12.12	\$303.00
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981	000004879	25	\$29.13	\$728.25
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963	000009886	10	\$20.37	\$203.70
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29	000089672	25	\$22.51	\$562.75
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894	000088229	15	\$44.29	\$664.35

Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$9.48	\$189.60
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	Mohawk # MO-5005893	000025726	200	\$56.26	\$11,252.00
Group B	Valve Assy, Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$83.19	\$12,478.50
Total for Group B (2020 - 2021)								\$54,396.21
Base Year Total for Group B (2016-2019)								\$152,800.97
Option Years Total for Group B (2019-2021)								\$107,465.55
Grand Total Basis of Award for Group B (Base Years + Option Years 2016-2021)								\$260,266.52

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

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Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	MOHAWK	
							Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$87.05	\$4,352.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$114.50	\$14,312.50
Total for Group C (2016-2017)								\$18,665.00

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2017 - 2018)								\$19,616.25

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2018-2019)								\$19,616.25

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2019-2020)								\$19,616.25

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2020-2021)								\$19,616.25

Base Year Total for Group C (2016-2019)								\$57,897.50

Option Years Total for Group C (2019-2021)								\$39,232.50

Grand Total Basis of Award for Group C (Base Years + Option Years 2016-2021)								\$97,130.00

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

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								MOHAWK
Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit2252H3CE	Marathon CBPMT8225	Metro Friction 8435-D1323	000162438	150	\$97.50	\$14,625.00
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50	Metro Friction 8323-D1203	Meritor DSTP1203	000197863	80	\$94.50	\$7,560.00
Total for Group F (2016-2017)								\$22,185.00

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit2252H3CE	Marathon CBPMT8225	Metro Friction 8435-D1323	000162438	150	\$97.50	\$14,625.00
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50	Metro Friction 8323-D1203	Meritor DSTP1203	000197863	80	\$94.50	\$7,560.00
Total for Group F (2017-2018)								\$22,185.00

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit2252H3CE	Marathon CBPMT8225	Metro Friction 8435-D1323	000162438	150	\$99.25	\$14,887.50
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50	Metro Friction 8323-D1203	Meritor DSTP1203	000197863	80	\$96.85	\$7,748.00
Total for Group F (2018-2019)								\$22,635.50

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit2252H3CE	Marathon CBPMT8225	Metro Friction 8435-D1323	000162438	150	\$101.70	\$15,255.00
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50	Metro Friction 8323-D1203	Meritor DSTP1203	000197863	80	\$99.25	\$7,940.00
Total for Group F (2019-2020)								\$23,195.00

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit2252H3CE	Marathon CBPMT8225	Metro Friction 8435-D1323	000162438	150	\$104.25	\$15,637.50
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50	Metro Friction 8323-D1203	Meritor DSTP1203	000197863	80	\$101.75	\$8,140.00
Total for Group F (2020-2021)								\$23,777.50

Base Year Total for Group F (2016-2019)

\$67,005.50

Option Years Total for Group F (2019-2021)

\$46,972.50

Grand Total Basis of Award for Group F (Base Years + Option Years 2016-2021)

\$113,978.00

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0649.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: San Diego Friction Products

Address: 455 16th Street
San Diego, CA 92101

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-232-9164

Email Address: ej@sandiegofriction.com

Authorized person to sign contracts: Elden Woldt President
Name Title

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

Contractor shall furnish all necessary Group D – Disc Brake Rotor subcomponents and Group E – Brake Lining subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), San Diego Friction Products., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group D – Disc Brake Rotor subcomponents shall not exceed **\$65,950.00**

Total contract amount for Group E - Brake Lining subcomponents shall not exceed **\$59,168.75**

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
<u>\$ 125,118.75</u>	<u>311014 - 545100</u>
	FISCAL YEAR
	<u>2016-2021</u>
By: _____ Chief Financial Officer	Date _____

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	SAN DIEGO FRICTION	
							Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$127.50	\$12,750.00
Total for Group D (2016-2017)								\$12,750.00

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$127.50	\$12,750.00
Total for Group D (2017-2018)								\$12,750.00

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$127.50	\$12,750.00
Total for Group D (2018-2019)								\$12,750.00

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$138.50	\$13,850.00
Total for Group D (2019-2020)								\$13,850.00

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$138.50	\$13,850.00
Total for Group D (2020-2021)								\$13,850.00

Base Year Total for Group D (2016-2019)								\$38,250.00

Option Years Total for Group D (2019-2021)								\$27,700.00

Grand Total Basis of Award for Group D (Base Years + Option Years 2016-2021)								\$65,950.00

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	SAN DIEGO FRICTION	
						Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$78.35	\$3,525.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$99.35	\$7,948.00
Total for Group E (2016-2017)							\$11,473.75

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$78.35	\$3,525.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$99.35	\$7,948.00
Total for Group E (2017 - 2018)							\$11,473.75

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$78.35	\$3,525.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$99.35	\$7,948.00
Total for Group E (2018-2019)							\$11,473.75

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$84.75	\$3,813.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$107.00	\$8,560.00
Total for Group E (2019-2020)							\$12,373.75

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$84.75	\$3,813.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$107.00	\$8,560.00
Total for Group E (2020-2021)							\$12,373.75

Base Year Total for Group E (2016-2019)							\$34,421.25

Option Years Total for Group E (2019-2021)							\$24,747.50

Grand Total Basis of Award for Group E (Base Years + Option Years 2016-2021)							\$59,168.75

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0650.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____, 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: New Flyer Industries, Canada ULC.

Address: 76-630 Kernaghan Ave.
Winnipeg, MB R2C5G1

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 800-665-2637

Email Address: contracts_parts@newflyer.com

Authorized person to sign contracts: Phyllis Tapley Director, After Market Supply Chain
Name Title

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

Contractor shall furnish all necessary Group G - Shock Absorbers subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), New Flyer Industries, Canada ULC., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group G - Shock Absorbers subcomponents shall not exceed \$224,921.60.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$ 224,921.60</u>	<u>311014-545100</u>	<u>2016-2021</u>

By: _____
Chief Financial Officer Date

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

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Group G	Description	MFG PART #	Stock Code	Est Annual Usage	NEW FLYER	
					Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$112.81	\$6,768.60
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$90.78	\$4,539.00
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$88.84	\$3,553.60
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$76.20	\$3,048.00
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$118.03	\$3,540.90
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$118.03	\$5,901.50
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$187.67	\$5,630.10
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$187.67	\$9,383.50
Total for Group G (2016-2017)						\$42,365.20

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$116.19	\$6,971.40
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$93.50	\$4,675.00
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$91.51	\$3,660.40
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$78.49	\$3,139.60
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$121.57	\$3,647.10
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$121.57	\$6,078.50
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$193.30	\$5,799.00
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$193.30	\$9,665.00
Total for Group G (2017-2018)						\$43,636.00

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$119.68	\$7,180.80
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$96.31	\$4,815.50
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$94.25	\$3,770.00
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$80.84	\$3,233.60
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$125.22	\$3,756.60
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$125.22	\$6,261.00

Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$199.10	\$5,973.00
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$199.10	\$9,955.00
Total for Group G (2018-2019)						\$44,945.50

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$123.27	\$7,396.20
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$99.20	\$4,960.00
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$97.08	\$3,883.20
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$83.27	\$3,330.80
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$128.97	\$3,869.10
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$128.97	\$6,448.50
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$205.07	\$6,152.10
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$205.07	\$10,253.50
Total for Group G (2019-2020)						\$46,293.40

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$126.97	\$7,618.20
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$102.17	\$5,108.50
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$99.99	\$3,999.60
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$85.76	\$3,430.40
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$132.84	\$3,985.20
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$132.84	\$6,642.00
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$211.22	\$6,336.60
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$211.22	\$10,561.00
Total for Group G (2020-2021) \$						\$47,681.50

Base Year Total for Group G (2016-2019)		\$130,946.70

Option Years Total for Group G (2019-2021)		\$93,974.90

Grand Total Basis of Award for Group G (Base Years + Option Years 2016-2021)		\$224,921.60

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0651.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Gillig LLC.

Address: 25800 Clawiter Road,
Hayward CA, 94545

Form of Business: Limited Liability Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 510-785-1500

Email Address: cobrien@gillig.com

Authorized person to sign contracts: <u>Chuck O'Brien</u>	Vice President
Name	Title

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

Contractor shall furnish all necessary Group H – Air Spring subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), Gillig LLC., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group H - Air Spring subcomponents shall not exceed \$211,884.10.

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>\$ 211,884.10</u>	<u>311014-545100</u>	<u>2016-2021</u>

By: _____ Chief Financial Officer	Date

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

						GILLIG	
Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$110.58	\$6,634.80
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$84.67	\$13,547.20
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$73.17	\$5,487.75
Group H	Air Spring, Rear (02,08,09)	Goodyear 1R12-566		Goodyear 1R12-566	40	\$129.49	\$5,179.60
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$150.88	\$9,052.80
Total for Group H (2016-2017)							\$39,902.15

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$110.58	\$6,634.80
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$84.67	\$13,547.20
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$73.17	\$5,487.75
Group H	Air Spring, Rear (02,08,09)	Goodyear 1R12-566		Goodyear 1R12-566	40	\$129.49	\$5,179.60
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$150.88	\$9,052.80
Total for Group H (2017-2018)							\$39,902.15

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$116.11	\$6,966.60
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$88.90	\$14,224.00
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$76.83	\$5,762.25
Group H	Air Spring, Rear (02,08,09)	Goodyear 1R12-566		Goodyear 1R12-566	40	\$135.96	\$5,438.40
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$158.42	\$9,505.20
Total for Group H (2018-2019)							\$41,896.45

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$121.92	\$7,315.20
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$93.35	\$14,936.00

Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$80.67	\$6,050.25
Group H	Air Spring, Rear (02,08,09)	Goodyear IR12-566		Goodyear IR12-566	40	\$142.75	\$5,710.00
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$166.34	\$9,980.40
Total for Group H (2019 - 2020)							\$43,991.85

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$128.01	\$7,680.60
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$98.02	\$15,683.20
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$84.70	\$6,352.50
Group H	Air Spring, Rear (02,08,09)	Goodyear IR12-566		Goodyear IR12-566	40	\$149.89	\$5,995.60
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$174.66	\$10,479.60
Total for Group H (2020-2021)							\$46,191.50

Base Year Total for Group H (2016-2019)							\$121,700.75

Option Years Total for Group H (2019-2021)							\$90,183.35

Grand Total Basis of Award for Group H (Base Years + Option Years 2016-2021)							\$211,884.10



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

Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

RESOLUTION FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES
(AHSC) GRANT PROGRAM JOINT APPLICATION

RECOMMENDATION:

That the Board of Directors:

- 1) Adopt a resolution in support of the Joint Application with Domus Development for the 2015-2016 AHSC grant cycle; and
- 2) Authorize the Chief Executive Officer to sign a transit agreement with Domus Development for the transfer of funds to MTS for a bus purchase to support additional transit service.

Budget Impact

A total of approximately \$531,922.00 from Domus Development would be deposited into MTS's Capital Improvement Program towards the purchase of a standard transit bus. This funding would be a direct offset of the costs to MTS for the provision of added night and weekend bus service in El Cajon over a three year period.

DISCUSSION:

The Affordable Housing and Sustainable Communities (AHSC) Program is a statewide competitive grant program administered by the Strategic Growth Council (SGC) and funded through California cap-and-trade auction proceeds that provide funding for projects that will reduce greenhouse gas (GHG) emissions and benefit state-designated disadvantaged communities. Because the AHSC Program emphasizes GHG emission reductions and affordable housing, SANDAG led an effort to engage with affordable



housing developers that might be interested in exploring potential AHSC co-applications with SANDAG, MTS, or NCTD.

In early 2016, several affordable housing developers expressed an interest in partnering with MTS on a potential joint application for the AHSC 2015-16 program. After lengthy discussions, most of these were ultimately unworkable because the capital transit improvements potentially funded by an AHSC grant would not have a sustainable funding source for on-going maintenance. However, affordable housing developer Domus Development proposed a joint application with MTS for the development of a project, Cornerstone Place, in Downtown El Cajon, located on MTS Route 815/816 and approximately a half mile from the El Cajon Transit Center.

Developer applicants receive points in the grant process for including funding of transit or active transportation improvements. Domus' proposal is to contribute \$500,000 towards MTS' Capital Improvement Program (CIP) to be used for the purchase a bus to support added service on Route 815/816. This route passes the proposed development site on Douglas Avenue in El Cajon, connecting the project to the El Cajon Transit Center, retail and civic functions along Main Street, and Rancho San Diego and Cuyamaca College. In 2009-2010, Route 815 night and weekend service was reduced to an hourly frequency for budgetary reasons. The current Route 816 to Rancho San Diego was implemented in 2007 as part of the Comprehensive Operational Analysis, but has never had the funding to operate on weekends.

This grant proposes that the savings realized in the annual CIP would be reinvested in these routes, affording MTS the opportunity to increase weekday night frequency on Route 815, and begin Saturday Route 816 service. This would provide greater opportunity for residents of the development to use MTS and access regional transit connections. The added services do not represent a major service change for either route, so can be implemented and adjusted without a Policy 42 major service change process. At the point that the CIP savings funds are exhausted (three years), the added service would either be discontinued or sustained with funding from MTS' regular operations budget, if it performs successfully.

The development funds would be applied towards the next scheduled MTS standard 40' bus procurement following the receipt of the funds, and would not purchase a specific bus. The service improvements would begin with the regular shake-up following the completion of the development's construction and substantial occupancy, as determined by Domus and MTS.

MTS would benefit from this program two ways: it would receive capital funds for purchasing a bus that would support restored and added service in Downtown El Cajon, a traditionally transit-supportive area; and, it would increase the supply of affordable housing in a transit-oriented development that would provide a permanent source of additional ridership for bus and Trolley services in East County.

Domus submitted a concept application to the SGC in March 2016. Their proposal was among those selected by SGC to submit a full application this month. The application requires a resolution of the MTS Board of Directors (Attachment A). The Board of Directors is asked to adopt the resolution, and to authorize the Chief Executive Officer to: 1) submit a joint AHSC application with Domus Development; and, 2) enter an

agreement with Domus Development for the transfer and use of the project funds, largely as detailed in the draft agreement (Attachment B).



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Board Resolution No. 16-13
B. Draft MTS-Domus Agreement
C. Routes 815/816 Map

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 16-13

Resolution Authorizing Application for the Affordable Housing and Sustainable Communities Program

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated January 29, 2016 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, the San Diego Metropolitan Transit System (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

NOW THEREFORE, BE IT RESOLVED:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated January 29, 2016, for the 2015-16 Fiscal Year in a total amount not to exceed \$12,090,713 of which \$7,970,705 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and \$4,120,008 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on December 17, 2015. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$12,090,713.00 (\$7,970,705.00 for the AHSC Loan and \$4,120,008 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The Chief Executive Officer is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

PASSED AND ADOPTED, by the Board of Directors this 9th day of June 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

DRAFT TRANSIT AGREEMENT

This Transit Agreement ("Agreement") is made and entered into as of _____, 2016 ("Effective Date"), by and between DOMUS DEVELOPMENT LLC, a California limited liability company ("Domus"), and the METROPOLITAN TRANSIT SYSTEM ("MTS"), and is made with reference to the recitals set forth below:

RECITALS

- A. Domus is developing certain real property in the City of El Cajon, California as an affordable housing community known as Cornerstone.
- B. In connection with the development of Cornerstone, Domus is applying for an Affordable Housing and Sustainable Communities ("AHSC") grant through the State of California Strategic Growth Council (SGC).
- C. The AHSC program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas emissions by improving mobility options and increasing infill development, which decrease vehicle miles traveled and associated greenhouse gas and other emissions.
- D. Domus and MTS have concurred that purchasing a bus that could be used to enhance transit frequency and service levels on routes that pass the Cornerstone site would be the most effective and expeditious method of achieving the goals of the AHSC program.
- E. Domus will contribute \$531,922 to MTS' Capital Improvement Program for the purchase of one standard 40 foot transit bus ("bus purchase") to support the provision of added transit service.
- F. MTS will utilize Capital Improvement Program savings from Domus' bus purchase to fund additional service on bus lines that serve the Cornerstone project for three years.
- G. Domus and MTS now wish to enter into this Agreement for the purpose of addressing the expenditure of the Transit Funds.

AGREEMENT

NOW, THEREFORE, Domus and MTS agree as follows:

1. **Bus Purchase.** The bus purchased as part of this agreement shall be a standard MTS forty-foot transit bus, of the type used on Routes 815 and 816. The funds from this agreement will be deposited into MTS' Capital Improvement Program (CIP) for the year following the year the funds are received. In the event that MTS is not ordering or receiving any like buses in that capital year, the funds will be expended in the next year when such purchase is made by MTS. The bus purchased with these funds is not a specific vehicle, and it may be deployed on Routes 815 or 816, or any other route in the MTS system. It will be assigned to the appropriate operating division as determined by MTS. It will not differ from any other bus in its same order.

The agreed to amount of \$531,922 is Domus' maximum contribution towards the bus purchase. Capital costs for the bus purchase that exceed this amount will be paid by MTS.

2. Additional Service: To support the goals of the AHSC program, MTS will utilize \$531,922 in savings from its CIP budget to support three years of additional service on Routes 815 and 816 (actual route numbers are subject to change at MTS discretion).
3. MTS will begin the enhanced services effective with the first regular MTS shake-up date following the first occupancy of a Cornerstone unit by a tenant. This implementation date begins the three year service period of this agreement. The service requirement shall expire after three years of service, with no further obligation of MTS (as part of this agreement) to Domus, SGC, the State of California, or any other entity.
4. Baseline service is the MTS June 2016 schedule. As of June 2016, there are no specific plans or funds to add or substantially adjust service on Route 815 or 816. Funds from the bus purchase will pay the gross operating costs for the following service enhancements:
 - A. Minimum 30-minute headway between the El Cajon Transit Center and the Cornerstone project on weekdays from 5:30am through 10:00pm, using a combination of Route 815 and/or 816.
 - B. Implementation of Saturday service on Route 816 on a 30-minute headway between 7:00am and 7:00pm. This Saturday span of service will be reduced as necessary to accommodate any shortfall in funds.
5. Any added service will be a minor service adjustment, as defined by MTS Board Policy 42, and shall not require a major service change process for implementation or discontinuation.
6. At the conclusion of the three-year operating period identified in Section 3 above, MTS may discontinue the added service or continue operating it with its own funds, at MTS' discretion.
7. Indemnification. MTS shall indemnify, defend (with counsel satisfactory to Domus) and hold harmless Domus, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively "Domus Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of MTS's breach of this Agreement or use of the Transit Funds.

Domus shall indemnify, defend (with counsel satisfactory to MTS) and hold harmless MTS, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of Domus' breach of this Agreement.

8. Miscellaneous.

8.1 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed one original and complete instrument.

8.2 Time. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

8.3 Covenant of Further Assurances. Domus and MTS each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Agreement.

8.4 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

8.5 Authority. Each party signing this Agreement has the right, power, legal capacity and authority to enter into and perform its obligations under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Transit Service Agreement of the first date set forth above.

"Domus"

"MTS"

DOMUS DEVELOPMENT LLC,
a California limited liability company

METROPOLITAN TRANSIT SYSTEM

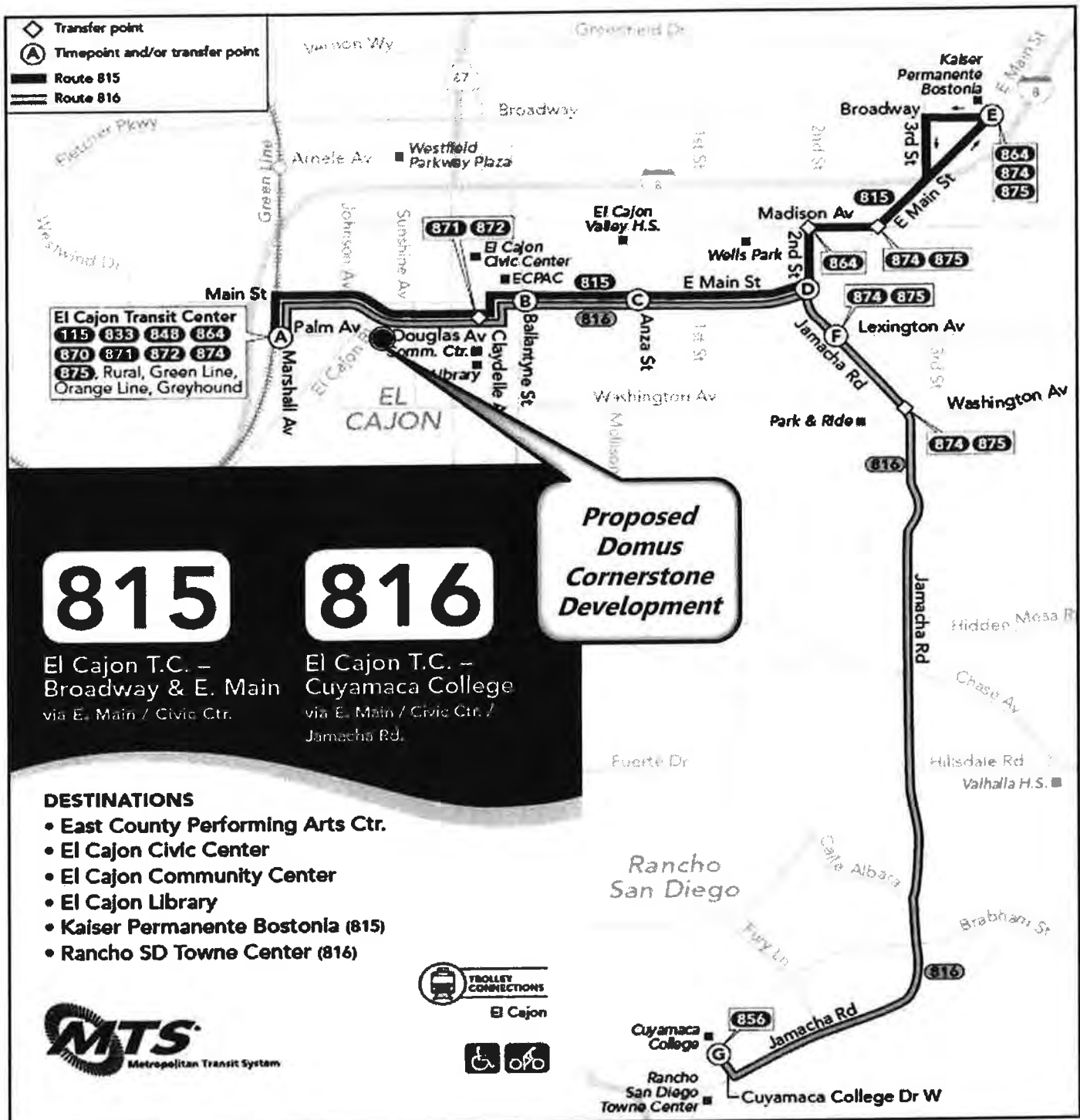
By: Domus Development, LLC,
a California limited liability company,
its Managing General Partner

By: _____
Title: _____

By: _____
Meea Kang, President

Approved as to form:

By: _____
Office of General Counsel





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

Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

MOTOROLA REGIONAL TRANSIT MANAGEMENT SYSTEM ANNUAL
MAINTENANCE AND SUPPORT SERVICES – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment 17 to MTS Doc. No. G0867.0-03 (in substantially the same format as Attachment A) with Motorola, Inc. (Motorola) to extend the Regional Transit Management System (RTMS) post warranty annual maintenance and support agreement by three months, from July 1, 2016 through September 30, 2016.

Budget Impact

The total cost of this extension will not exceed \$259,545.33 and will be funded by the annual Information Technology operating budget (661010-571250). The total adjusted cost of the contract, inclusive of all amendments will not exceed \$27,682,163.78.

DISCUSSION:

RTMS is a sophisticated vehicle-tracking and communications system that provides performance, radio communications, and security/safety monitoring of transit vehicles. RTMS is currently being used to support operations of MTS and NCTD fixed-route services. The system was deployed through a contract with Motorola, and went into full operation in December 2006. Motorola provides maintenance and support services for the back office computer equipment and software for RTMS.

Attachment A will extend the Motorola system maintenance and support contract to cover the period from July 1, 2016 through September 30, 2016 to allow for the completion of a replacement agreement which is currently scheduled for recommendation to the Board in September 2016.



As part of the original contract award, MTS and NCTD executed a Funds Transfer Agreement. This cost-sharing agreement provides the ability for NCTD to reimburse MTS for NCTD related costs pertaining to services provided by Motorola. The cost allocation is based on the number of vehicles each Agency operates that utilizes the RTMS system. As such, the cost of the maintenance and support contract will be shared by MTS and NCTD through an existing Funds Transfer Agreement under MTS Doc No. G0868.11-03.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 17 to MTS Doc. No. G0867.0-03 (in substantially the same format as Attachment A) with Motorola, Inc. (Motorola) to extend the Regional Transit Management System (RTMS) post warranty annual maintenance and support services agreement by three months from July 1, 2016 through September 30, 2016.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft MTS Doc. No. G0867.17-03

June 9, 2016

MTS Doc. No. G0867.17-03

Mr. Kent Martin, Regional Service Manager
 1301 East Algonquin Road
 San Diego, CA 92121

Dear Mr. Martin:

Subject: AMENDMENT NO. 17 TO MTS DOC. NO. G0867.0-03; EXERCISE SOLE SOURCE
 EXTENSION OF REGIONAL TRANSIT MANAGEMENT SYSTEM POST WARRANTY
 MAINTENANCE SERVICES

This letter will serve as formal notification that MTS has chosen to exercise a Sole Source extension of services to from July 01, 2016 to September 30, 2016 as detailed in Motorola's Post-Warranty Maintenance Pricing Summary (See Exhibit A).

The following table lists the current value of the contract inclusive of previous amendments.

Contract Amendments	Amounts
Initial Contract	\$19,176,856.00
Amendment No. 1	\$10,336.00
Amendment No. 2	\$678,384.00
Amendment No. 3	\$99,712.00
Amendment No. 4	\$119,461.50
Amendment No. 5	\$702,711.00
Amendment No. 6	\$0.00
Amendment No. 7	\$544,802.00
Amendment No. 8	\$737,846.52
Amendment No. 9	\$25,466.51
Amendment No. 10	\$774,738.88
Amendment No. 11	\$57,337.00
Amendment No. 12	\$406,737.48
Amendment No. 13	\$1,260,887.52
Amendment No. 14	\$896,857.09
Amendment No. 15	\$941,700.00
Amendment No. 16	\$988,784.95
Amendment No. 17	\$259,545.33
Contract Total	\$27,682,163.78

As a result of this Amendment, the total contract price has increased by \$259,545.33 from \$27,422,618.45 to \$27,682,163.78.

Additionally, MTS hereby removes the Termination for Convenience provision as contained in the Agreement and shall be binding only in the extended service period commencing on July 1, 2016 and

expiring on September 30, 2016

All other terms and 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,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Kent Martin
Motorola Solutions, Inc.

Date: _____

Exhibit: A. Motorola Post Warranty Maintenance Pricing Summary

EXHIBIT A

Post Warranty Maintenance Pricing Summary

Attn: AI 20, 6/9/16



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001010649

Contract Modifier: RN05-MAY-16

Date: 05/31/2016

Company Name:	San Diego Metropolitan Transit Development Board
Attn:	
Billing Address:	1255 Imperial Ave Ste 1000
City, State, Zip:	San Diego, CA, 92101
Customer Contact:	Devin Braun
Phone:	(619)238-0100 Ext.6431

Required P.O.: Yes

Customer # : 1011291044

Bill to Tag # : 0001

Contract Start Date: 07/01/2016

Contract End Date: 09/30/2016

Anniversary Day: Jun 30th

Payment Cycle: QUARTERLY

PO # : TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		Total Services	\$86,515.11	\$259,545.33
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$86,515.11	\$259,545.33
		Taxes	-	-
Motorola radio network connected to K CORE Motorola MCC7500 dispatch consoles Radio site at San Ysidro San Diego and North County Bus CAD Hardware		Grand Total	\$86,515.11	\$259,545.33
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
Subcontractor(s)			City	State
MOTOROLA WEST ADJUSTMENT D0175			SAN DIEGO	CA
MOTOROLA RADIO SUPPORT CENTER			ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER			ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER D0066			SCHAUMBURG	IL
DAY WIRELESS SYSTEMS (20)			SAN DIEGO	CA
IPKEYS TECHNOLOGIES LLC			SOLANA BEACH	CA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



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

Agenda Item No. 21

MEETING OF SAN DIEGO THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

REVISIONS TO ORDINANCE NO. 3 (REGULATING PARKING AT MTS PARKING
LOTS) AND BOARD POLICY NO. 23 (PARKING AT MTS FACILITIES)

RECOMMENDATION:

That the Board of Directors approve the proposed changes to MTS Ordinance No. 3 and Board Policy No. 23, regulating parking at MTS facilities.

Executive Committee Recommendation

At its meeting on June 2, 2016, the Executive Committee voted 4 to 0 (Board members Bragg, Cox, Mathis, and McClellan in favor, and Gloria absent) to recommend that the Board approve the staff recommendation.

Budget Impact

None.

DISCUSSION:

San Diego Metropolitan Transit System (MTS) rules related to parking at MTS-owned facilities have not been updated since 1996. As currently drafted, the policies only apply to San Diego Trolley Stations. Ordinance No. 3 sets a general time limit for parking at trolley stations of twenty-four (24) hours. Board Policy No. 23 currently establishes a process to request a permit to park for more than twenty-four (24) hours.

The proposed revisions to Ordinance No. 3 and Board Policy No. 23 make the parking rules applicable to all MTS transit facilities that are open to the public. Instead of a general twenty-four (24) hour limit on parking at every station, the revision would allow the MTS Chief Executive Officer to establish parking hours and restrictions on a station-by-station basis. This will allow MTS staff to evaluate the transit ridership and related



parking needs at each individual station and set parking hours that preserve as much parking as possible for MTS transit riders and commuters.

As MTS seeks to make transit more accessible to the region's commuters, and neighboring developments have limited or costly parking, MTS will need the flexibility to set rules and parking enforcement standards for each individual parking lot. In some cases, adequate parking is available and no special limits will be necessary. In other cases, MTS will need to restrict parking overnight or during other times to discourage use by non-transit patrons. SANDAG, in coordination with MTS staff, is also studying options for controlling/restricting parking designated for transit patrons only.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Proposed Ordinance No. 3 (redlined)
B. Proposed Board Policy No. 23 (redlined)

SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD SYSTEM
ORDINANCE NO. 3

(As adopted June 8, 1981, and as amended through 4/11/96 6/9/2016)

An Ordinance Regulating Parking in at
San Diego Trolley MTS Parking Lots

The Board of Directors of the San Diego Metropolitan Transit Development Board System (MTDBMTS) do ordain as follows:

Section 3.1: Findings

MTDB-MTS adopts this Ordinance establishing conditions and regulations applicable to vehicle parking and traffic in San Diego Trolley (hereafter "Trolley") MTS parking lots and other transit facilities open to the public, including trolley stations and bus transit centers and transit facility construction sites.

(Section 3.1 amended 6/9/16)

(Section 3.1 amended 1/11/96)

Section 3.2: General

No person shall drive, stop, park, or leave standing any vehicle, as defined in Section 670 of the California Vehicle Code, on any Trolley MTS parking lot or other transit facility except in full compliance with the traffic laws of the State of California and conditions and regulations adopted herein. As used herein the term "Trolley MTS parking lot or other Transit Facility" includes entrances and exits to and from any such facility.

(Section 3.1 amended 6/9/16)

(Section 3.2 amended 1/11/96)

Section 3.3: Patron Parking

Parking in San Diego Trolley MTS lots and other transit facilities is for transit patrons only. Any vehicle belonging to other than transit patrons may be removed at the risk and expense of its owner. For purposes of this Ordinance, a patron is defined as a person who parks a vehicle on a Trolley MTS parking lot facility adjacent to a Trolley MTS station or other transit facility and who thereafter directly proceeds to board a Trolley MTS vehicle or public transit bus at the lot or facility.

(Section 3.1 amended 6/9/16)

(Section 3.3 amended 1/11/96)

(Section 3.3 amended July 11, 1983)

Section 3.4 Time Limit

Maximum limit of time for parking in San Diego Trolley MTS lots and transit facilities is twenty-four (24) consecutive hours unless otherwise posted set by the hours posted. Overnight parking is only permitted if posted signs specifically allow or a MTS-issued permit for extended parking is obtained pursuant to Section 3.9. Any vehicle exceeding this limit may be removed to a suitable place for storage at the risk and expense of its owner.

(Section 3.1 amended 6/9/16)

(Section 3.4 amended 1/11/96)

Section 3.5: Designated Spaces

Motor vehicles shall be parked only in areas posted and dedicated for parking, and shall be parked in an orderly manner within the lines indicating a single space. Motor vehicles shall not be parked within any driveway, in any unlined area, in any yellow painted area, in any pedestrian walkway, in any bus loading zones, or in any areas so prohibited by control signs.

Section 3.6: Maximum Speed Limit

No person shall at any time drive any vehicle in any ~~Trolley~~MTS parking lot or transit facility at a speed in excess of 15 miles per hour, unless otherwise posted.

(Section 3.1 amended 6/9/16

(Section 3.6 amended 1/11/96)

Section 3.7: Maximum Vehicle Dimensions

No person shall drive, park, or leave standing in any ~~Trolley~~MTS parking lot or transit facility any vehicle or combination of vehicles which exceeds three tons in total aggregate weight or exceeds six and one-half feet in width or 19 feet in length.

(Section 3.1 amended 6/9/16

(Section 3.7 amended 1/11/96)

Section 3.8: Motorcycles

No person shall park or leave standing any motorcycle or motor-powered bicycle except in areas specifically designated for such purpose in ~~Trolley~~MTS parking lots or transit facilities.

(Section 3.1 amended 6/9/16

(Section 3.8 amended 1/11/96)

Section 3.8.1

Any violation of Sections 3.2 through 3.8 inclusive of this Ordinance shall be an infraction punished upon a first conviction by a fine not exceeding fifty dollars (\$50) and for a second conviction within a period of one year by a fine of not exceeding one hundred dollars (\$100) and for a third or any subsequent conviction within a period of one year by a fine of not exceeding two hundred fifty dollars (\$250). For purposes of this section, a bail forfeiture shall be deemed to be a conviction of the offense charged.

Section 3.9: Additional Usage by Special Permit

Notwithstanding Section 3.3 or Section 3.4, the ~~MTDB General Manager~~MTS Chief Executive Officer may issue permits for private use of parking lots and transit facilities and for parking in excess of 24 hours in accordance with such rules and regulations as may be prescribed by the ~~MTD~~MTS Board.

(Section 3.1 amended 6/9/16

(Section 3.9 amended 1/11/96)

(Section 3.9 added 7/11/83)

Section 3.10 Public Notice

Before the expiration of fifteen (15) days after its passage, this Ordinance shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

TFL:lst
~~CD-ORD03-JPL~~
~~1/19/96~~

Amended: 6/9/16
Amended: 1/11/96
Amended: 7/11/83
Repealed & Readopted: 1/25/82
Adopted: 6/8/81



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

Policies and Procedures

No. 23

SUBJECT:

Board Approval: 2/26/04 6/9/16

PERMIT PARKING AT SAN DIEGO TROLLEY STATIONS MTS FACILITIES

PURPOSE:

To establish criteria for ~~issuance of permits for extended parking at San Diego Trolley stations~~ parking rules and/or permits at MTS transit stations and other facilities open to the public.

BACKGROUND:

MTS Ordinance No. 3, governing parking lot usage, authorizes private use of and extended parking at ~~trolley stations~~ MTS facilities in accordance with rules and regulations adopted by the MTS Board of Directors. This Policy sets forth such rules and regulations for ~~extended parking~~.

POLICY:

- 23.1 ~~All requests for parking in excess of 23 hours should be made to the Chief Executive Officer or his designated representative~~ The Chief Executive Officer may establish permissible parking hours at each MTS-owned or controlled parking facility, based on safety, security and operational considerations.
- 23.2 ~~The permit must be purchased at The Transit Store~~ Based on parking demand and supply, and in an effort to preserve parking for MTS patrons and encourage transit use, the Chief Executive Officer may designate certain parking lots as restricted to MTS transit patrons and/or charge a fee for use.
- 23.3 ~~The permit shall contain the vehicle year, make and model, license number, station location, and time period it is valid. It shall be signed by the MTS representative. The permit must be displayed on the dash of the vehicle~~ The Chief Executive Officer may designate certain parking spaces for special uses or programs (e.g., electric car charging stations).
- 23.4 ~~A fee of \$7 per day or a portion thereof will be charged. The Chief Executive Officer shall review and adjust the fee on an annual basis. Such fee may be waived by the Chief Executive Officer upon a finding of public purpose or benefits in the granting of a no-cost permit, including, but not limited to, the promotion of ridesharing~~ The Chief Executive Officer may establish a permit process to allow overnight parking at designated MTS parking facilities.



- 23.5 All such revenue generated from the issuance of the parking permits fees, if any, shall ~~—be received by San Diego Trolley, Inc. to offset the costs incurred in the~~ _____ maintenance of the facility used by MTS to support transit operations and facility maintenance.

TFL:let/smc/jg

POLICY 23. PERMIT PARKING TROLLEY STATIONS

7/13/06

Original Policy adopted on 1/26/84.

Policy revised on 10/12/89.

Policy revised on 2/26/04.

Policy revised on 6/9/16



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

Agenda Item No. 30

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

MOBILE TICKETING SERVICES RFP (MTS RFP NO. G1818.0-15): PROTEST BY
BYTEMARK, INC. (KAREN LANDERS AND ROB SCHUPP)

RECOMMENDATION:

That the Board of Directors deny a protest filed by Bytemark, Inc. in response to MTS's award of a contract to GlobeSherpa¹ following a competitive, negotiated request for proposal process for a mobile ticketing application.

Budget Impact

N/A

DISCUSSION:

Pursuant to MTS Board Policy No. 52 and Section A.1.15 (Protests) of MTS's request for proposals (RFP), a proposer may file a protest after the Notice of Intent to Award has been mailed to all proposers. Section 1.15.3 (Content of Protests) provides:

The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the prohibition against exclusionary or unduly restrictive specifications. The protest must contain a full and complete written statement of the grounds for protest and all supporting documentation. MTS may, but is not obligated to, request additional information concerning the grounds for protest.

Timeline of Events

- September 24, 2015: MTS issues Request for Proposals for mobile ticketing services (joint procurement with NCTD)

¹ GlobeSherpa now goes by the name "moovel".



- December 1, 2015 (*Round 1*): 8 proposals received and evaluated on technical scores and cost scores. All 8 afforded the opportunity to provide a revised proposal.
- January 14, 2016 (*Round 2*): All 8 revised proposals evaluated, 7 proposals deemed responsive and responsible.

PROPOSER	TOTAL TECH. SCORE	TOTAL COST SCORE	TOTAL SCORE Total Possible: 100	RANKING
GlobeSherpa	62.71	20.90	83.61	1
Masabi	59.71	16.95	76.67	2
Bytemark	46.36	25.55	71.90	3
Cubic	49.79	13.87	63.66	4
Passport	41.57	19.81	61.38	5
American Eagle	26.29	22.75	49.04	6
Axiom	33.86	8.50	42.36	7

- February 3, 2016 (*Round 3*): After evaluations, 3 proposers were deemed to be in the negotiating range and invited for interviews, presentations and demonstrations (GlobeSherpa, Masabi and Bytemark).

PROPOSER	TOTAL SCORE	RANKING
GlobeSherpa	85.61	1
Bytemark	78.91	2
Masabi	70.66	3

- February 9, 2016 (*Round 4*): After interviews, 2 proposers invited to submit revised proposals (GlobeSherpa and Bytemark).
-

PROPOSER	TOTAL TECH. SCORE	TOTAL COST SCORE	TOTAL SCORE Total Possible: 100	RANKING
GlobeSherpa	64.71	30.00	94.71	1
Bytemark	53.36	29.48	82.84	2

- March 3, 2016 (*Round 5*): Bytemark determined to no longer be in the negotiating range and only GlobeSherpa invited for additional negotiations. For its best and final offer, GlobeSherpa reduced its commission fee to 4%. Based on the objectives of this procurement, consideration of the evaluation criteria, and

GlobeSherpa's technical and price proposals, the evaluation selection committee determined that it presented the best overall value to MTS.

- March 9, 2016: Notice of Intent to Award was mailed to all proposers.
- April 14, 2016: The Board authorized the award of the Mobile Ticketing Services contract to GlobeSherpa
- April 19, 2016: Bytemark, Inc. submitted a formal protest, which was denied by a letter dated April 26, 2016 (Attachment A)
- April 29, 2016: Bytemark, Inc. filed a request for reconsideration with the MTS CEO, which was denied by a letter dated May 9, 2016 (Attachment B)
- May 12, 2016: Bytemark, Inc. filed a request for an appeal to the Board (Attachment C)

Issue Presented

Bytemark's request for a Board hearing identifies two issues they "want the Board to make the final decision on." First, Bytemark claims "[t]here is no feature provided by GlobeSherpa that Bytemark cannot also provide, and there is nothing that was requested within the RFP that Bytemark cannot adhere to or has not already deployed for an existing client."

Second, Bytemark notes that GlobeSherpa licenses some of Bytemark's mobile ticketing patents, and therefore "the technical solutions provided by both GlobeSherpa and Bytemark are both comparatively extremely similar and are similar enough that even if the award is made to GlobeSherpa, Bytemark would receive a royalty payment around the solution implemented." Bytemark references California Public Contract Code section 10344, subdivision (c), [applicable to State agencies] which states that any evaluation and scoring method "shall ensure that substantial weight in relationship to all other criteria utilized shall be given the contract price proposed by the bidder." On this basis, Bytemark argues that "[g]iven the similar technical offerings provided by both companies, ... the best decision is to go with the bidder that has the lowest price, which was Bytemark at \$174,176 less than what GlobeSherpa's bid was including the UCSD component."

Staff Recommendation and Background Discussion

Staff recommends that Bytemark's protest be denied. All applicable MTS and legal procedures were followed in this procurement. Bytemark has failed to demonstrate or establish a clear violation of a specific law or regulation. Instead, Bytemark is attempting to bypass the technical evaluation and scoring decisions of the MTS evaluation committee and ask the Board to re-score the technical proposals de novo. This is not a proper basis for a protest.

The only statute cited by Bytemark, Public Contract Code section 10344, does not apply to MTS. That code section governs procurements conducted by the State of California

and its associated agencies/departments. MTS's enabling legislation, Public Utilities Codes section 120222, subdivision (c), expressly authorizes MTS to award a contract for services that is "in the best interest of the board, including, but not limited to, a negotiated procurement that may or may not evaluate price as a consideration." In this procurement, the technical score was weighted 70% as compared to the cost proposal's 30% weight. MTS has full discretion to evaluate the technical proposals on this basis. This process recognizes that the least expensive proposal is not always the best proposal and allows a public agency to prioritize quality of services over cost. The negotiation process gives MTS an opportunity to negotiate a better cost for high quality services, instead of being forced to accept the first and lowest offer.

The RFP clearly explains that the 70% technical score is made up of the following three proposal elements:

1. Qualifications of the Firm or Individual, Experience and References	20%
2. Project Approach, Organization and Work Plan	15%
3. <u>Technical Solution and Compliance with Requirements</u>	<u>35%</u>
<i>Total</i>	<i>70%</i>

Although there is no basis for the Board to overturn the technical scores of the evaluation committee and conduct its own technical score evaluation, at the hearing, MTS staff will provide the Board with additional background information by detailing some of the reasons that the GlobeSherpa proposal was consistently rated as the best proposal and considered substantially superior to Bytemark's proposal.

The MTS Evaluation Committee conducted 5 phases of evaluations including interviews/demonstrations and negotiations to arrive at the recommended contractor, GlobeSherpa. The process followed at each stage was fair and reasonable and did not deprive Bytemark of due process or an equal chance at this procurement. No proposers are guaranteed to make it to subsequent rounds in the evaluations.

Round 1: After the initial round of evaluations, Bytemark's technical proposal was ranked 5 out of 8 and its cost score was ranked third, giving Bytemark an overall ranking of 2 out of 8.

Round 2: After the second round of evaluations, which included the opportunity to present a revised proposal, Bytemark's technical proposal was ranked 4 out of 7 and its cost score was ranked first, giving Bytemark an overall ranking of 3 out of 7 (one proposer was deemed non-responsive and not evaluated further).

Round 3: As one of the top 3 proposers, Bytemark was invited to the next stage of evaluations. Along with GlobeSherpa (rank #1) and Masabi (rank #2), Bytemark was given an individual interview and an opportunity to give a presentation/demonstration of their proposed mobile ticketing solution. Following the interviews and demonstrations, the evaluation selection committee re-scored each proposal, with Bytemark and GlobeSherpa each receiving additional points. Bytemark was then ranked second, behind GlobeSherpa.

Round 4: At round four, the proposers were narrowed down to two – GlobeSherpa and Bytemark. Each proposer was invited to submit a second revised cost proposal. Between Round 3 and Round 4, Bytemark's cost proposal increased in some parts while GlobeSherpa's decreased in all parts. GlobeSherpa was ranked #1 and Bytemark was ranked #2. GlobeSherpa's technical score, 64.71 out of a possible 70 points, far exceeded Bytemark's technical score of 53.36. Because of the heavier weighting of the technical scores over the cost scores, this gave GlobeSherpa a 26.5% point advantage over Bytemark. MTS also asked GlobeSherpa and Bytemark to separately identify a cost structure for hosting the UCSD U-Pass and other identified options which MTS could exercise under the RFP. These costs were not included in the cost comparison chart at the end of Round 4. The cost proposals were graded only on the main base option (special events and NCTD Coaster tickets) and the extended option (base option plus everyday transit use) as applied to a set revenue projection.

Round 4 Pricing:

	Base	Expanded
Bytemark	\$320,000 fixed 3.5% commission	\$552,500 fixed 3.5% commission
GlobeSherpa	\$257,500 fixed 4.42% commission	\$322,500 fixed 4.13%

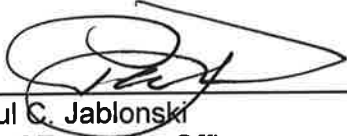
Round 5: Based on the significant difference in scores after Round 4, Bytemark was considered to no longer be in the negotiating range. Only GlobeSherpa was invited for a final round of negotiations to clarify the cost that would be applied to the hosting of UCSD U-Passes or similar fare products, and to further negotiate the costs down.

Bytemark's protest and request for reconsideration primarily focused on the cost scores presented to the Board on April 14, 2016. Because the Round 5 negotiations with GlobeSherpa resulted in the quantification of additional costs related to the UCSD U-Pass product (\$25,000 one-time cost plus 1% of U-Pass revenue), the final negotiated cost was higher than Bytemark's Round 4 cost proposal. In MTS's response to Bytemark's initial protest, this process was detailed to alleviate any concerns Bytemark may have had about the cost scoring process. (Attachment A.) In its request for reconsideration, Bytemark alleged that their Round 4 cost proposal, which did not identify any costs for the UCSD U-Pass, should have been compared to GlobeSherpa's final negotiated amount (which included additional costs for the UCSD U-Pass)U-Pass. The MTS CEO responded by detailing how, even if Bytemark had been included in the Round 5 cost proposals with no additional costs for UCSD U-Pass, Bytemark still would not have been awarded the contract because of GlobeSherpa's superior technical scores. (Attachment B.)

Bytemark now requests that the Board ignore the technical scoring in this negotiated procurement and instead award the contract to Bytemark as the lowest cost and their self-described "similar technical offerings." Doing so would ignore the clear terms of the RFP, ignore the evaluation and negotiation process applied to all proposers, and would not result in a contract that is in the best interests of MTS.

Conclusion

Based on the above analysis, staff recommends that the Board deny Bytemark's protest and adopt the findings in Attachment D.

A handwritten signature in black ink, appearing to read 'Paul C. Jablonski', is written over a horizontal line.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Bytemark Protest Letter & MTS Response Letter
B. Bytemark Request for Reconsideration Letter & MTS Response Letter
C. Bytemark Request for Appeal Hearing Letter
D. MTS Findings

April 19, 2016



Bytemark

To: Paul Jablonski, Sharon Cooney and MTS Board

I am submitting this letter on behalf of Bytemark, Inc. as a formal protest of the award of the contract MTS Doc. No. G1818.0-15, Mobile Ticketing Services Agreement, to GlobeSherpa, Inc. Until the board meeting last week on April 14, 2016, Bytemark was unable to see any documents that would justify whether a formal protest of the contract award would be warranted. We had requested the information contained in Section 32 of the board package documents from April 14, 2016 the same day that the Notice of Intent to Award was issued, but we were told that the information contained in these document would not be available until the board meeting. Bytemark is protesting this contract award on the basis that the Cost Score information presented to the board was misleading. California Public Contract Code Division 2, Part 2, Chapter 2, Article 4, Section 10344 subdivision C, Paragraph 2 states: "All proposals meeting the formal requirements shall then be submitted to an agency evaluation committee which shall evaluate and score the proposals using the methods specified in the request for proposal. All proposals and all evaluation and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process." Bytemark was denied access to the scoring and supporting documents when it had requested them after receiving the Notice of Intent to Award. Due to this, we could not adhere to the requirement within the RFP requiring the submission of a protest within 15 calendar days, and this is why you are now receiving this formal protest.

Bytemark's Best and Final Offer accepted by San Diego MTS was in fact the lowest priced bid of the two final bidders during the BAFO phase. However, the scoring process that was implemented and provided to the board gave GlobeSherpa a perfect Cost Score of 30 out of 30 available points. Yet, Bytemark's Best and Final Offer was in fact the lowest cost and Bytemark received a lower score in the Cost scoring. This scoring presentation creates the appearance to board members who did not receive sufficient supporting documentation that GlobeSherpa was in fact the lowest Best and Final Offer. As a further concern, Bytemark was informed by MTS that the scoring for the Best and Final Offer was on the basis of a blended average from previous scores. This goes against the procurement procedures outlined by MTS in the issued Mobile Ticketing RFP on pages 29-30 stating that "the BAFO will be scored in the same manner as the original proposals." This blended approach also conflicts with California Public Contract Code Division 2, Part 2, Chapter 2, Article 4, Section 10344 subdivision C, which states: "State agencies that use the evaluation and selection procedure in this subdivision shall include in the request for proposal, in addition to the information required by subdivision (a), a description of the methods that will be used in evaluating and scoring the proposals."

If GlobeSherpa's technical proposal was in fact superior to Bytemark's technical proposal, we are willing to accept that, but such a justification should have been made to the board. Instead, by giving GlobeSherpa both the best Cost Score and the best Technical Score, the board was lead to believe that the recommended bidder was in fact the best choice regardless of how the proposals were reviewed. Allowing the board to ask questions about why the higher priced proposal was the preferred proposal and vetting that proposal in a public forum would have assured the public as to why the selection was made. The package submission to the board however is misleading, whether it was intentional or not, and it avoided a public discussion about the merits of the competing technical solutions that were provided by Bytemark and GlobeSherpa.

California Public Contract Code Division 2, Part 2, Chapter 2, Article 4, Section 10344 subdivision C, states: "Any evaluation and scoring method shall ensure that substantial weight in relationship to all other criteria utilized shall be given to the contract price proposed by the bidder." Given that the board was unable to evaluate the weight of the price or understand the pricing differences between both submitted proposals, this section of the public contract code was not followed.

Bytemark is asking that the contract execution be delayed and that the board is provided with a breakdown of the cost differences between both proposals at the next board meeting as part of the monthly meeting agenda. If the board further approves the proposal after such cost differences are made apparent to them and the board is allowed to ask questions as to why the higher cost proposal was viewed as superior, Bytemark will withdraw its protest.

Sincerely,

A handwritten signature in black ink, appearing to read "Micah Bergdale". The signature is fluid and cursive, with the first name "Micah" being more prominent than the last name "Bergdale".

Micah Bergdale, CEO
Bytemark, Inc.
268 West 44th Street, Floor 3
New York, NY 10036
212-796-0657
micah@bytemark.co



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

April 26, 2016

Mr. Micah Bergdale, CEO
Bytemark, Inc.
268 West 44th Street, Floor 3
New York, NY 10036

Subject: RESPONSE TO FORMAL PROTEST LETTER IN RE: MTS DOC NO G1818.0-15,
JOINT RFP BETWEEN MTS AND NCTD FOR MOBILE TICKETING SERVICES

Dear Mr. Bergdale:

On behalf of the Procurement Department of the San Diego Metropolitan Transit System, thank you for your interest in doing business with us. This letter responds to your letter April 19, 2016 wherein you protested the scoring of MTS' RFP G1818.0-15 for Mobile Ticketing Services, a joint RFP between MTS and NCTD ("the Agencies"). MTS is the lead in this solicitation. Your protest concerns the scoring process used to select the successful proposer, GlobeSherpa.

Pursuant to Section A.1.15.4 of the RFP, MTS convened a Protest Committee on April 20, 2016 to review the protest. It is the Protest Committee's determination that Bytemark's protest has no basis based on the following:

1. Bytemark's protest, as received by MTS, claims that it's "Best and Final Offer" submitted was the lowest proposal of the two final firms during the "BAFO" phase, and that the scoring presented to the MTS Board on April 14, 2016 did not present this. MTS respectfully disagrees with this assessment.
 - a. First, under the Evaluation Criteria shown in Section A.3 of the RFP (page 28), MTS used a selection process in which the award was based upon a combination of price and qualitative components as shown below:

• Qualifications of the Firm or Individual, Experience, and References	20%
• Project Approach, Organization, and Work Plan	15%
• Technical Solution and Compliance with Requirements	35%
• Cost and Price	30%
 - b. After receipt of initial proposals, MTS engaged in three stages of negotiations to identify the best value for MTS, based on both the technical and cost proposals: Revised Proposals #1 (7 proposers); Revised Proposals #2 (2 proposers) and Best and Final Offer (GlobeSherpa only). MTS is providing the cost and totals comparisons below to show how the Agencies selected Globesherpa as the successful proposer:



- i. **Revised Proposals #1:** During the 1st Revised Proposal scoring, 7 proposers were under consideration. Bytemark's 1st Revised Proposal cost dated January 8, 2016 was lower than GlobeSherpa's. (See Exhibit A – Table 1.)
 - Bytemark's average cost for base and expanded concept is \$814,103.15. The blended cost score is 25.55%
 - Globesherpa's average cost for base and expanded concept is \$897,114.33. The blended cost score is 20.90%
 - ii. **Revised Proposals #2:** However, upon submission of the 2nd Revised Proposal by the two top ranked proposers (Bytemark and Globesherpa), dated February 17, 2016, Bytemark's cost was higher than GlobeSherpa's. (See Exhibit A – Table 2.)
 - Bytemark's average cost for base and expanded concept is \$1,126,279.80. The blended cost score is 29.48%
 - Globesherpa's average cost for base and expanded concept is \$1,104,266.68. The blended cost score is 30.00%
 - iii. After the 2nd Revised Proposal phase of the evaluation process, GlobeSherpa's total score, a combination of technical score and cost score, presented the best overall value to the Agencies with Bytemark at 82.84% and Globesherpa at 94.71%. (See Exhibit B.) This is the final comparison that was used by staff and presented to the MTS Board on April 14, 2016.
- c. **Best and Final Offer:** After determining that GlobeSherpa was the highest ranked proposal in the Revised Proposal #2 stage, MTS engaged in a Best and Final Offer process with GlobeSherpa to prepare a specific cost proposal/contract exhibit to memorialize the final options MTS selected for the initial mobile ticketing contract. MTS elected to proceed with the Expanded Option. The costs from the BAFO were consistent with Revised Proposal #2, but also included line item pricing for MTS's UCSD pass program (approximately \$25K fixed cost plus a flat 1% commission rate). During the BAFO stage, GlobeSherpa also further reduced the proposed commission rate for other products from 4.13% (average) to 4.0%.
- i. **GlobeSherpa Expanded Concept Pricing:**
 - Revised Proposal # 2: \$1,678,561 total cost (not including UCSD or validator devices)¹
 - BAFO: \$1,542,411 total cost w/o UCSD & validators; \$1,889,911 total cost w/ UCSD; \$1,939,911 total cost w/ UCSD & validators
 - ii. Selection of the expanded concept by the Agencies is in accordance with the RFP (page 48) – Expanded Concept, "The Agencies may or may not choose to exercise this option, depending on the Agencies' needs and the attractiveness of the proposed solutions and cost schedules."

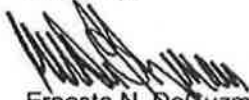
¹ Compare to Bytemark's proposed price of \$1,715,735 in Revised Proposal #2.

- d. Finally, it is noted that GlobeSherpa's overall score (a combination of price and qualitative components shown in "1.a" above) was the highest at all phases of the evaluation process. (See Exhibit B.)

I hope that this better explains the MTS source selection process for this contract and alleviates any concerns you may have. If you would like to have a debrief meeting with the contract officer to discuss why the source selection committee felt the GlobeSherpa product was a better technical value for MTS's needs, please feel free to request a meeting.

As provided in Section A.1.15.5 of the RFP Bytemark may request for a reconsideration of this determination to MTS' Chief Executive Officer. You must file this request within 5 days.

Sincerely,



Ernesto N. DeGuzman
Manager of Procurement

cc: Diana Singleton, Contract Officer

Exhibit A - Cost Scores & Amounts Comparisons Between Bytemark and Globesherpa

MOBILE TICKETING SERVICES JOINT RFP
MTS Contract # G1818.0-15

Referring to the RFP, there is a Base Concept and an Expanded Concept that require consideration. For all proposals, and at all phases of the evaluation process, the estimated revenue for these concepts is the basis for calculating the cost for percentage of revenue.

TABLE 1

* 1st REVISED PROPOSAL (DATED 1/8/16)						
* 7 PROPOSERS UNDER CONSIDERATION						
BASE CONCEPT						
Fixed Cost (One time payment)	Percentage of Revenue (Average)	Estimated Revenue	Ongoing Costs	Total Cost	Score	
\$ 200,000	3.50%	\$ 6,348,404	\$ 222,194.14	\$ 422,194.14	30	
\$ 357,500	4.50%	\$ 6,348,404	\$ 285,678.18	\$ 643,178.18	20	
EXPANDED CONCEPT						
Fixed Cost (One time payment)	Percentage of Revenue (from table)	Estimated Revenue	Ongoing Costs	Total Cost	Score	
\$ 562,500	3.50%	\$ 18,671,776	\$ 653,512.16	\$ 1,208,012.16	21	
\$ 357,500	4.25%	\$ 18,671,776	\$ 793,650.48	\$ 1,151,050.48	22	
SUMMARY						
Average Cost					Blended cost score (Concepts weighted equally)	
\$ 814,103.15					25.55	
\$ 897,114.33					20.90	

BYTEMARK

GLOBESHERPA

TABLE 2

** 2nd REVISED PROPOSAL (DATED 2/17/16)						
** 2 SHORTLISTED PROPOSERS UNDER CONSIDERATION						
BASE CONCEPT						
Fixed Cost (One time payment)	Percentage of Revenue (Average)	Estimated Revenue (Revised)	Ongoing Costs	Total Cost	Total Cost w/Validators	Score (without Validators)
\$ 320,000	3.50%	\$ 6,195,000	\$ 218,826	\$ 636,826	\$ 616,826	29.62
\$ 257,500	4.42%	\$ 6,195,000	\$ 272,473	\$ 528,973	\$ 578,973	30.00
EXPANDED CONCEPT						
Fixed Cost (One time payment)	Percentage of Revenue (from table)	Estimated Revenue (Revised)	Ongoing Costs	Total Cost	Total Cost w/Validators	Score (without Validators)
\$ 562,500	3.50%	\$ 33,235,274	\$ 1,163,235	\$ 1,715,735	\$ 1,795,735	29.36
\$ 322,500	4.13%	\$ 33,235,274	\$ 1,355,061	\$ 1,678,561	\$ 1,728,561	30.00
SUMMARY						
Average Cost					Blended cost score (Concepts weighted equally)	
\$ 1,126,279.80					29.48	
\$ 1,104,266.68					30.00	

Exhibit B - Overall Scores & Ranking Comparisons Between Bytemark and Globesherpa

Att. A, AI 30, 6/9/16

MOBILE TICKETING SERVICES JOINT RFP

MTS Contract # G1818.0-15

RFP Scoring Criteria	1st Revised Proposal	Interviews (As shown in the MTS Board memo)	2nd Revised Proposal (As shown in the MTS Board memo)	Best and Final Offer - BAFO (As shown in the MTS Board memo)
Technical Score	46.36	53.36	53.36	
Cost Score	25.55	25.55	29.48	
Total Score: Technical + Cost	71.90	78.91	82.84	
Overall Ranking (Technical and Cost Scores Combined)	3	2	2	
Technical Score	52.71	64.71	64.71	
Cost Score	20.90	20.90	30.00	
Total Score: Technical + Cost	83.61	85.61	94.71	
Overall Ranking (Technical and Cost Scores Combined)	1	1	1	
Summary Notes	Total 7 proposals under consideration	Shortlisted to 3 proposers in interview phase (GlobeSherpa, Bytemark and Masabi)	Shortlisted to 2 proposers in 2nd Revised Proposal phase (GlobeSherpa and Bytemark)	Based on the 2nd Revised Proposal scores the evaluation panel decided to enter into negotiations with Globesherpa only, for the expanded concept. Shortly thereafter a BAFO was received from Globesherpa as shown in the MTS Board memo

April 29, 2016



Bytemark

To: Ernesto DeGuzman and Paul Jablonski
CC: Diana Singleton

I am submitting this letter on behalf of Bytemark, Inc. as a formal protest appeal of the award of contract MTS Doc. No. G1818.0-15, Mobile Ticketing Services Agreement, to GlobeSherpa, Inc.

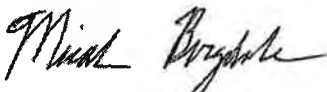
We greatly appreciate your response that clarifies San Diego MTS's evaluation process. This was very helpful. After reviewing the detail provided within your response, we now fully understand how the pricing for Phase 2 was determined and this now makes clear how the cost score was averaged. We do have one final concern and the reason for why we are submitting this appeal of our protest. Bytemark was asked at our onsite presentation and demo about the capability to provide University passes for UCSD. This is something Bytemark's platform already does for other transit agencies with University ridership in the US, and we do so free of charge as a built in functionality of our platform. This feature and the fact that it is a free part of what Bytemark offers was communicated at our February 3, 2016 meeting at the MTS office to the mobile ticketing RFP evaluation committee. We are concerned that this functionality was not taken into account within the cost score in particular but also within the technical score.

Accounting for this functionality being a part of Bytemark's core offering leads to a pricing difference of Bytemark's solution of \$174,176 less than what the GlobeSherpa BAFO price was approved at w/UCSD included. Even assuming that Bytemark had a higher validator cost, Bytemark's price was still \$144,176 less than GlobeSherpa's BAFO pricing including UCSD and validators.

While we understand that GlobeSherpa's technical score was higher than Bytemark's technical score, we would ask that the board be allowed to consider that Bytemark's offering is a lower cost than the BAFO pricing provided by GlobeSherpa. If the board decides that GlobeSherpa's technical solution merits the higher cost, Bytemark is willing to accept this decision and will no longer pursue any further action related to this protest.

We again reference California Public Contract Code Division 2, Part 2, Chapter 2, Article 4, Section 10344 subdivision C, states: "Any evaluation and scoring method shall ensure that substantial weight in relationship to all other criteria utilized shall be given to the contract price proposed by the bidder." Given that the board was unable to evaluate the weight of the price or understand the pricing differences between Bytemark and GlobeSherpa's submitted proposals, we would ask that these pricing differences be presented to the board.

Sincerely,



Micah Bergdale, CEO
Bytemark, Inc.
268 West 44th Street, Floor 3
New York, NY 10036
212-796-0657
micah@bytemark.co



Metropolitan Transit System

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



May 9, 2016

Mr. Micah Bergdale, CEO
Bytemark, Inc.
268 West 44th Street, Floor 3
New York, NY 10036

**Subject: RESPONSE TO REQUEST FOR PROTEST RECONSIDERATION LETTER IN RE:
MTS DOC NO G1818.0-15, JOINT RFP BETWEEN MTS AND NCTD FOR MOBILE
TICKETING SERVICES**

Dear Mr. Bergdale:

This letter is in response to your request for protest reconsideration dated April 29, 2016. You expressed concern that Bytemark's proposal was not fully considered because MTS did not acknowledge that there would be no extra charge for the UCSD pass program functionality when scoring Bytemark's proposal for Mobile Ticketing Services.

You requested that MTS re-compare the Bytemark and GlobeSherpa proposals, including the UCSD pass program cost amounts. MTS has done the requested comparison (see attached worksheets) and determined that even with the additional points this analysis gives to Bytemark (and takes away from GlobeSherpa) for the Cost Score, GlobeSherpa's superior Technical Score still results in GlobeSherpa being the top-rated proposal by a significant margin:

	Cost Score	Technical Score	Total	Ranking
Bytemark	30.00	53.36	83.36	2
GlobeSherpa	27.24	64.71	91.95	1

On the basis that GlobeSherpa's proposal presents the best overall value for MTS, I must deny your request for protest reconsideration. Your request for reconsideration stated that if MTS "decides that GlobeSherpa's technical solution merits the higher cost, Bytemark is willing to accept this decision and will no longer pursue any further action related to this protest." I hope this letter provides sufficient information to assure you that the UCSD cost information would not have impacted the final scoring in this negotiated procurement.



As MTS is eager to proceed with its mobile ticketing project, we hope to move forward without any further delays. However, under MTS' protest procedures, Bytemark is entitled to appeal the denial of this protest and request an administrative hearing with MTS Board of Directors. Your request must be received by the MTS General Counsel within five (5) business days of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul G. Jablonski', enclosed within a large, loopy oval shape.

Paul G. Jablonski
Chief Executive Officer

cc: Karen Landers, Ernesto DeGuzman, Diana Singleton

MOBILE TICKETING SERVICES JOINT RFP

MTS Contract # G1818.0-15

Protest Reconsideration Analysis

		GLOBESHERPA		BYTEMARK	
Technical Score	70%	64.71		53.36	
Cost and Price	30%	27.24		30.00	
Total Score: Technical + Cost	100%	91.95		83.36	

Protest Analysis Proposal Ranking (Base + Option Years)	1	2

MOBILE TICKETING SERVICES
JOINT RFP # G1818.0-15

Protest Reconsideration Analysis

	Fixed Cost (One time payment)	Ongoing Costs	UCSD Fixed Cost	UCSD Ongoing Costs	Total Cost Without Validators	Total Cost w/Validators	Cost Score Without Validators	Technical Score	Total Score (Technical + Cost)	RANKING
BYTEMARK	552,500	1,163,235	-	-	1,715,735	1,795,735	30.00	53.36	83.36	2
GLOBESHERPA	322,500	1,329,411	25,000	213,000	1,889,911	1,939,911	27.24	64.71	91.95	1

MOBILE TICKETING SERVICES

JOINT RFP # G1818.0-15

Protest Reconsideration Analysis

SUMMARY

Assumption:
The estimated revenue is the basis for calculating the cost for percentage of revenue.

Base + Option Years																	
Expanded Concept	Estimated Revenue (Base+Option Years)		Average Percentage of Revenue (from table)	Estimated Revenue (from BAFO)	Ongoing Costs	Estimated UCSD Revenue (from BAFO)	UCSD Fixed Cost	UCSD Ongoing Costs	Total Cost (without Validators)	Total Cost w/Validators	Cost Score (without Validators)						
	Annualized																
	Annualized																
	Annualized																
BYTEMARK	\$	552,500	3.50%	\$	33,235,274	\$	1,163,235	\$	21,300,000	\$	-	\$	1,715,735	\$	1,795,735	30.00	
	\$	322,500	4.00%	\$	33,235,274	\$	1,329,411	\$	21,300,000	\$	25,000	\$	213,000	\$	1,889,911	\$	1,939,911
GLOBESHERPA																	

Cost Score Based on Protest Reconsideration Letter

BYTEMARK	30.00
GLOBESHERPA	27.24

BAFO: March 7, 2016

MOBILE TICKETING SERVICES, JOINT RFP # G1818.0-15

Protest Reconsideration Analysis

Expanded Option: See RFP Scope of Work for Details

Proposer Name

GILOBESHERPA

Revenue Information to aid Proposers

The average revenue per transaction is approximately \$11.01

The average revenue per ticket is approximately \$7.71

Expanded revenue initial estimates by FY are as follows:

Base UCSD Pass revenue initial estimates by FY are as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$ 2,311,955	\$3,537,291	\$4,810,716	\$6,133,662	\$7,507,503	\$8,934,047
	\$ 3,300,000	\$ 3,400,000	\$ 3,500,000	\$ 3,600,000	\$ 3,700,000	\$ 3,800,000

Fixed Cost - Table 1

Item	Description	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Year 6 Amount
1	Software and Back Office Systems	\$ 65,000	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000
2	System Installation and Testing	\$ 77,500					
3	Hardware Validators (30 Units)	\$ 30,000					
4	Training	\$ 10,000					
5	UCSD Pass	\$ 25,000					
Total Fixed Costs		\$ 207,500	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000

Total Contract Fixed Costs (Including Option Years)

\$ 347,500

\$ 1,000

Additional 50 Hardware Validators (Price Per Unit)

Variable Cost (Fees Based on Percentage of Revenue) - Table 2

Item	Description	Year 1 % of Revenue	Year 2 % of Revenue	Year 3 % of Revenue	Year 4 % of Revenue	Year 5 % of Revenue	Year 6 % of Revenue
1	Ongoing fees* based on the percentage of revenue	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
2	Ongoing fees* based on the percentage of UCSD Pass revenue	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

*Ongoing fees shall be all inclusive (including but not limited to merchant fees, credit card fees, etc.) The Agencies shall not pay any additional fees.

Variable Cost per Year	\$ 92,478	\$ 141,492	\$ 192,429	\$ 245,346	\$ 300,304	\$ 357,362
UCSD Variable Cost per Year	\$ 33,000	\$ 34,000	\$ 35,000	\$ 36,000	\$ 37,000	\$ 38,000
Variable Cost per Total Contract (Including Option Years)	\$ 1,542,411					
Total Cost of Contract (Including Option Years, Excluding Add'l Validators)	\$ 1,889,911					
Total Cost of Contract (Including Option Years, Including Add'l Validators)	\$ 1,939,911					

MOBILE TICKETING SERVICES, JOINT RFP # G1818.0-15

Protect Reconsideration Analysis

Expanded Option: See RFP Scope of Work for Details

Proposer Name

BYTEMARK

Revenue Information to aid Proposers

The average revenue per transaction is approximately \$11.01
The average revenue per ticket is approximately \$7.71
Expanded revenue initial estimates by FY are as follows:
Base UCSD Pass revenue initial estimates by FY are as follows:

\$2,311,955	\$3,537,291	\$4,810,716	\$6,133,662	\$7,507,603	\$8,934,047
\$ 3,300,000 \$	\$ 3,400,000 \$	\$ 3,500,000 \$	\$ 3,600,000 \$	\$ 3,700,000 \$	\$ 3,800,000 \$

Fixed Cost - Table 1

Item	Description	Year 1		Year 2		Year 3		Year 4 (Option Year 1)		Year 5 (Option Year 2)		Year 6 (Option Year 3)	
		Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
1	Software and Back Office Systems	\$ 261,500	3.50%	\$ 24,000	3.50%	\$ 24,000	3.50%	\$ 24,000	3.50%	\$ 24,000	3.50%	\$ 24,000	3.50%
2	System Installation and Testing	\$ 120,000	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
3	Hardware Validators (30 Units)	\$ 36,000	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
4	Training	\$ 15,000	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
5	UCSD Pass	\$ -	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Total Fixed Costs		\$ 432,500		\$ 24,000		\$ 24,000		\$ 24,000		\$ 24,000		\$ 24,000	

Total Contract Fixed Costs (Including Option Years)

\$ 552,500

Additional 50 Hardware Validators (Price Per Unit)

\$ 1,600

Variable Cost (Fees Based on Percentage of Revenue) - Table 2

Item	Description	Year 1		Year 2		Year 3		Year 4 (Option Year 1)		Year 5 (Option Year 2)		Year 6 (Option Year 3)	
		% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount
1	Ongoing fees* based on the percentage of revenue	3.50%		3.50%		3.50%		3.50%		3.50%		3.50%	
2	Ongoing fees* based on the percentage of UCSD Pass revenue	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%	

*Ongoing fees shall be all inclusive (including but not limited to merchant fees, credit card fees, etc.) The Agencies shall not pay any additional fees.

Variable Cost per Year	\$ 80,918	\$ 123,805	\$ 168,375	\$ 214,678	\$ 262,766	\$ 312,692
UCSD Variable Cost per Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Variable Cost per Total Contract (Including Option Years)	\$ 1,163,235					
Total Cost of Contract (Including Option Years, Excluding Add'l Validators)	\$ 1,715,735					
Total Cost of Contract (Including Option Years, Including Add'l Validators)	\$ 1,795,735					

May 12, 2016



Bytemark

To: Karen Landers

CC: Diana Singleton, Paul Jablonski and Ernesto DeGuzman

I am submitting this letter on behalf of Bytemark, Inc. as a formal request for an administrative hearing with the MTS Board of Directors regarding the award of the contract MTS Doc. No. G1818.0-15, Mobile Ticketing Services Agreement, to GlobeSherpa, Inc.

First, I want to acknowledge the hard work that San Diego MTS has put in around this RFP and this protest. Bytemark greatly appreciates how San Diego MTS has handled and responded to this matter. I realize this protest and appeal process can be frustrating for all parties, and our intent is certainly not to frustrate anyone at MTS. I also recognize that time is of the essence in moving forward with this project, and I want to complete this hearing and protest process as expeditiously as possible. Please know that we are genuinely interested in making sure that San Diego MTS is able to move forward with a successful contract to deploy mobile ticketing for San Diego MTS passengers, and we still hope that Bytemark might be able to provide that service.

We appreciate the recognition that the Bytemark proposal was the most competitive pricing offering when accounting for the UCSD solution. One thing to add around the costing for the handheld validators is that there were limited hardware specifications provided in the RFP. Neither GlobeSherpa nor Bytemark are hardware companies, and we are both able to work with the same hardware suppliers. If San Diego MTS desires to utilize the hardware selected by GlobeSherpa as an acceptable alternative, Bytemark would similarly be able to supply the same hardware at a comparable cost.

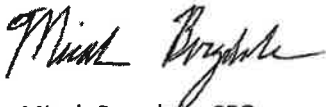
The request for the Administrative Hearing will focus on two areas that we want the board to make the final decision on. Bytemark has deployed mobile ticketing successfully for public transport agencies in the United States, Canada and the United Kingdom. There is no feature provided by GlobeSherpa that Bytemark cannot also provide, and there is nothing that was requested within the RFP that Bytemark cannot adhere to or has not already deployed for an existing client. We recognize that one of the key challenges around any software RFP is the subjective nature inherent with selecting a qualified vendor. Bytemark and GlobeSherpa were simultaneously competing on a bid in San Antonio, TX for the same services requested under this RFP. In the San Antonio Via procurement, Bytemark was determined to have the better technology but we were not selected due to lower pricing provided by GlobeSherpa. We have accepted that decision because we feel at the end of the day, pricing is really the key differentiator between GlobeSherpa and Bytemark's offerings.

The second area to be aware of is that Bytemark has developed patents around its technology. Bytemark and GlobeSherpa settled a patent dispute a couple years ago, and GlobeSherpa now licenses some of Bytemark's mobile ticketing patents. Because of the nature of the RFP request from San Diego MTS, GlobeSherpa will likely pay a patent royalty on whatever solution is delivered to San Diego MTS. I bring this up only to underscore that the technical solutions provided by both GlobeSherpa and Bytemark are both comparatively extremely similar and are similar enough that even if the award is made to GlobeSherpa, Bytemark would receive a royalty payment around the solution implemented. California Public Contract Code Division 2, Part 2, Chapter 2, Article 4, Section 10344 subdivision C, states: "Any evaluation and scoring method shall ensure that substantial weight in relationship to all other criteria utilized shall be given to the contract price proposed by the bidder." Given the similar technical offerings provided by both companies, Bytemark feels that the best decision is to go with the

bidder that has the lowest price, which was Bytemark at \$174,176 less than what GlobeSherpa's bid was including the UCSD component.

Please note that in our previous protest letter to MTS, our stated goal has always been to make sure that the Board of Directors could make a final, on the record assessment of whether the higher cost was justified in awarding the contract to GlobeSherpa versus Bytemark. This administrative hearing will allow for that to occur.

Sincerely,

A handwritten signature in black ink, appearing to read "Micah Bergdale". The signature is fluid and cursive, with the first name "Micah" being more prominent than the last name "Bergdale".

Micah Bergdale, CEO
Bytemark, Inc.
268 West 44th Street, Floor 3
New York, NY 10036
212-796-0657
micah@bytemark.co

Findings

MTS Request for Proposals (RFP) No. G1818.0-15

MOBILE TICKETING SERVICES AGREEMENT

DENIAL OF PROTEST FILED BY BYTEMARK, INC.

On September 24, 2015, MTS issued a Request for Proposals for mobile ticketing services (joint procurement with NCTD).

On April 14, 2016, the Board authorized the award of the Mobile Ticketing Services contract to GlobeSherpa.

On April 19, 2016, Bytemark, Inc. timely filed a formal protest, protesting the award to GlobeSherpa. Bytemark's protest was denied on April 26, 2016.

On April 29, 2016, Bytemark, Inc. filed a request for reconsideration with the MTS Chief Executive Officer. The request was denied by on May 9, 2016.

On May 12, 2016, Bytemark, Inc. timely filed a request for an appeal hearing before the MTS Board of Directors.

On June 9, 2016, the MTS Board of Directors held a hearing to allow Bytemark an opportunity to appear and be heard regarding its protest in RFP No. G1818.0-15.

In order to state a basis for a valid protest, MTS's protest procedures require the protesting party to "demonstrate or establish a clear violation of a specific law or regulation."

The alleged violation of a "specific law or regulation" presented by Bytemark is the failure to give "substantial weight" to the contract price under Public Contract Code section 10344, subdivision (c). Bytemark further alleges that its technical proposal is "comparatively extremely similar" to GlobeSherpa's and therefore the contract should be awarded to GlobeSherpa.

After a full review of the arguments and evidence presented by Bytemark and by MTS staff, the Board makes the following findings:

1. The Bytemark protest regarding MTS RFP G1818.0-15 is denied. Bytemark has not presented evidence demonstrating or establishing a clear violation of a specific law or regulation in the course of this procurement.
2. Public Contract Code section 10344, subdivision (c) does not apply to MTS. Public Utilities Code section 10222, subdivision (c) expressly allows MTS to award a contract that is in the best interest of the Board, including the right to wholly exclude price as a consideration.
3. MTS's allocation of 70% of the available points to a technical proposal and 30% of the available points to a cost proposal is reasonable and within MTS's discretion.



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

Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

DESERT LINE LEASE AND OPERATING AGREEMENT: CONSENT TO SUBLEASE
AND AMENDMENT TO PIR-SD&AE-MTS DESERT LINE LEASE AND OPERATING
AGREEMENT (KAREN LANDERS)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Consent to the Cali-Baja Joint Venture Sublease and Operating Agreement (Attachment A) by and between Pacific Imperial Railroad, Inc. (PIR) and Baja California Railroad, Inc. (BJRR); and
- 2) Execute an amendment to the Desert Line Lease and Operating Agreement between MTS, San Diego & Arizona Eastern Railway (SD&AE), and PIR (MTS Doc. No. S200-12-560.1) modifying the payment terms and performance milestones.

Budget Impact

None. MTS will continue to earn a minimum of \$1 million per year related to the Desert Line Lease. No additional revenues from this lease have been included in the MTS budget. If MTS's share of revenues from freight activity (in future years, after operations resume) on the Desert Line exceed the \$1 million threshold, then MTS' projected share of the increased revenue will be reduced to 7% of gross revenue (from 15%).

DISCUSSION:

On June 22, 2015 PIR and BJRR signed a Memorandum of Understanding outlining both parties' intentions to reach a definitive agreement to effectively create a binational



railroad operation servicing the freight movement needs of Tijuana's manufacturing sector. This was a major turning point in negotiations that have been ongoing since January 2013. Since that time, the two railroads have been conducting due diligence, financial feasibility analyses and negotiating an agreement to work cooperatively to restart freight railroad operations between Mexico and the Desert Line.

PIR-BJRR Cali-Baja Sublease Agreement

On June 2, 2016, these binational negotiations culminated in a Sublease Agreement between PIR and BJRR. Through the Sublease Agreement, the parties have agreed that BJRR will oversee the railroad repair, maintenance and operational obligations for the Desert Line segment from Milepost 59.60 (at US Border/Division, CA) to Milepost 119 (near Coyote Wells, CA). BJRR will comply with all of the construction, safety, maintenance and operational requirements of the Desert Line Lease and applicable local, state and federal laws. MTS retains all rights to approve the reconstruction plans, the proposed construction contractor, and to inspect all work. MTS has hired RailPros to act as its expert consultant on this issue. Railpros will review and approve all construction plans and provide in-field inspection services.

During the course of PIR and BJRR's due diligence, MTS's right to receive up to 15% of gross freight revenue was evaluated and compared to the parties' expense and revenue estimates for the Desert Line and other similar projects/agreements across the country. Upon review and negotiation, MTS staff recommends that the \$1 million minimum payment be retained, but the 15% gross freight revenue requirement be reduced to 7% of gross freight revenue. The Sublease contemplates this reduction.

Finally, because of the delay caused by the extended negotiations between PIR and BJRR, the parties are requesting an additional year to complete the performance milestones in the Desert Line Lease. Over the course of the past year, PIR has submitted an updated reconstruction plan and MTS has issued its conditional approval of the plan (subject to ongoing oversight and approval by RailPros). However, no construction work has started. BJRR has indicated they would like to start work this summer. MTS staff believes a one-year extension of all milestones is reasonable.

In order to protect the substantial investment to be undertaken by BJRR on the Desert Line, the Sublease allows BJRR to succeed to the interest of PIR under the Desert Line Lease in the event of a default on the Desert Line Lease by PIR.

Staff recommends that MTS's consent to the Sublease be contingent upon a rider being executed that expressly adds MTS and SD&AE to the list of parties protected by the indemnification obligations in the Sublease. While MTS is still covered under the provisions in the Desert Line Lease and Operating Agreement, we recommend that this also be included in the Sublease.

PIR-MTS Desert Line Agreement

By consenting to the Sublease, an amendment to the Desert Line Lease and Operating Agreement is necessary to reduce the lease revenue percentage in Section 2.1.3 to 7%. This will replace the graduated percentage from Year 1 of operations (10%) to Year 6 and thereafter (15%). The minimum payment will not change. The amendment will also extend by twelve months the deadline for all milestones in Sections 1.2.3 (Initial Repairs), 1.2.4 (Test Train Operations), 1.2.6 (Limited Operations), 1.2.7 (Full Scale

Repairs), and 1.2.8 (Full Scale Operations). Today's action would authorize the CEO and General Counsel to negotiate and execute an amendment revising these terms.

Next Steps

With the Sublease agreement, BJRR will focus its efforts on completing repairs of the railroad, both on the Desert Line and in Mexico, to allow it to provide additional freight services to BJRR's customers in the Tijuana-Tecate manufacturing sectors as soon as practicable. PIR will focus its efforts on developing an intermodal facility near Coyote Wells. The intermodal facility will provide an additional location to load freight onto the railroad, and also provide space to build 100-car trains that can be delivered to the Union Pacific main line network. Because of its frequent curves and other geography, it is estimated that the Desert Line southwest of Coyote Wells can only accommodate 30 to 40 car trains. An optimal freight shipping plan requires that pre-sorted 100-car trains be delivered to Union Pacific. MTS staff is currently negotiating with PIR concerning the revenue MTS is entitled to receive related to any freight revenue associated with the intermodal facility's connection to the Desert Line/use of Desert Line right-of-way.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Cali-Baja Joint Venture Sublease and Operating Agreement

CALI-BAJA JOINT VENTURE
SUBLEASE AND OPERATING AGREEMENT

THIS SUBLEASE AND OPERATING AGREEMENT ("Sublease" or "Agreement"), dated as of this 31st day of May, 2016 (the "Effective Date"), by and among Pacific Imperial Railroad, Inc. ("PIR"), a Delaware corporation, and Baja California Railroad, Inc., ("BJRR"), a California corporation. PIR and BJRR may hereinafter be referred to collectively as the "parties", or individually as a "party" hereto.

RECITALS

WHEREAS, San Diego and Arizona Eastern Railway Company ("SD&AE") owns the Desert Line railroad right-of-way stretching approximately seventy (70) miles from Milepost 59.6 at or near the U.S. Border in Division, California to Milepost 129.61 at Plaster City, California ("Desert Line");

WHEREAS, San Diego Metropolitan Transit System ("MTS"), a California public agency, is the sole member of SD&AE.

WHEREAS, PIR, on December 20th, 2012, entered into the Desert Line Lease and Operating Agreement as amended and restated on July 16, 2015 ("Desert Line Lease" attached hereto as Exhibit A), with SD&AE and MTS (collectively "SDAE/MTS"), which granted PIR the exclusive operating rights over the Desert Line for a 50-year term with an option to renew for an additional 49-years ("Desert Line Exclusive Operating Rights").

WHEREAS, pursuant to Section 4.1 of the Desert Line Lease, SD&AE granted, and PIR acquired, the right to lease and sublease, the operating rights over the Desert Line. This Sublease requires the written consent of SD&AE pursuant to Section 4.5.1.6 of the Desert Line Lease, which is contained on the signature page hereunder.

WHEREAS, on June 22, 2015, PIR and BJRR entered into a Memorandum of Understanding in order to express their intentions to enter into a definitive agreement in pursuit of an efficient binational railroad operation focused on optimizing the movement of freight in the region

WHEREAS, PIR is desirous of granting a sublease to BJRR for exclusive operating rights between Milepost 59.6 and Milepost 119 ("BJRR Segment"), and non-exclusive operating rights between Milepost 119 to Milepost 129.61 ("Intermodal Segment"), subject to the terms and conditions as stated herein.

WHEREAS, PIR, or its assignee, reserves non-exclusive operating rights on the Intermodal Segment from Milepost 119 to Milepost 129.61 with exclusive right to develop, construct and operate an intermodal facility along the Intermodal Segment.

WHEREAS, BJRR is the exclusive contractor to operate the 44.38 mile rail line from milepost 15.22 near San Ysidro, California at the U.S. – Mexican border in the west to milepost 59.60 at Division, California at the U.S. – Mexican border in the east (the "T&T Shortline") for a period of 38 years between

PIR: 

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BJRR: 

May 15, 2012 and terminating May 15, 2050, as a result of an operating rights agreement with Administradora de la Via Corta Tijuana-Tecate ("ADMICARGA"), a Mexican State Government Agency formed by the Government of Baja California, Mexico, entered into on February 20, 2012, as amended on May 25, 2015 (the "BJRR Operating Rights Agreement"), attached herewith as Annex B. The Government of Baja California, Mexico, obtained the Concession to operate the T&T Shortline from the Mexican Federal Government through Secretaría de Comunicaciones y Transportes, a Mexican federal agency ("SCT") on April 1, 2000; and

WHEREAS, the parties each believe that allowing BJRR to sublease and operate the Desert Line between Milepost 59.6 and Milepost 129.61, effectively establishing a unified bi-national railroad, will result in efficiencies in cost-effective freight transportation services in the Cali-Baja region.

WHEREAS, the parties have negotiated this Sublease to allow for the reconstruction and operation by BJRR under the specific terms and conditions set forth herein of both the Desert Line and T&T Shortline consisting of approximately 114 miles of railroad referred to collectively as the Cali-Baja Railroad ("CBR").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and promises herein contained, and for other consideration, the receipt and sufficiency of which are hereby acknowledged to be adequate, intending to be legally bound hereby, the parties hereby agree as follows:

1. TERM

- 1.1. Base Term. Subject to the Performance Milestone Requirements set forth in Section 1.4 below, BJRR shall have a forty-seven (47) year term to provide rail freight service on the Desert Line, beginning upon the Effective Date hereof and ending on December 20, 2062. Notwithstanding this base term of forty-seven (47) years, BJRR and PIR expressly acknowledge that the purpose of this Sublease is to provide for the operation of CBR in order to commence freight service along the Desert Line for the benefit of local, state, national and international commerce. Therefore, an express prerequisite for BJRR receiving the full forty-seven (47) year term, and any extension thereof, is that BJRR meet the Performance Milestones established herein and otherwise remain in full compliance with the Desert Line Lease.
- 1.2. Option to Renew. Provided BJRR is not in default in any material respect under this Sublease or the Desert Line Lease on the effective date of such renewal, BJRR shall have the right to renew this Sublease for an additional forty-nine (49) years by delivery of written notice to PIR not later than December 15, 2062.
- 1.3. Performance Milestone Requirements.
 - 1.3.1. BJRR Reconstruction Plan. The BJRR Reconstruction Plan ("BRP") shall be submitted to PIR for review and approval by PIR and SD&AE, no later than one

PIR: 

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BJRR: 

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hundred fifty (150) days from the Effective Date of this Agreement. The BRP shall include, but not be limited to, a detailed schedule and description of the work to be completed prior to and in conjunction with each stage of reconstruction.

- 1.3.2. Reconstruction and Repair of BJRR Segment. BJRR shall finance or cause to be financed the reconstruction and repair of the BJRR Segment of the Desert Line between Milepost 59.6 and Milepost 119 to an Federal Railroad Administration ("FRA") Class II Track Standard and must begin the reconstruction within twelve (12) months of the Effective Date. BJRR shall perform all reconstruction work on the BJRR Segment in conformity with and on the timeline set forth in the Desert Line Lease, as may be amended from time to time. BJRR shall be solely responsible for financing the entire reconstruction and repair of the BJRR Segment, as described herein.
- 1.3.3. Completion of Reconstruction. BJRR must complete the reconstruction sufficient to permit commencement of Commercial Operations as defined in Section 1.3.4. The reconstruction of the BJRR Segment must be completed within forty-eight (48) months of the Effective Date, all subject to the approval of SD&AE, in order to allow for Commercial Operations as defined in section 1.3.4.
- 1.3.4. Commercial Operations. Commercial Operations shall consist of BJRR, or its designated operator, operating the Desert Line at a time in which construction meets all applicable FRA safety standards in order to allow BJRR to commence freight services sufficient to insure an uninterrupted and efficient flow of freight shipments, subject to normal closures due to renovation, repairs and maintenance.
 - 1.3.4.1. Operating Plan. BJRR shall not commence Commercial Operations until PIR and SD&AE has reviewed and approved the Operating Plan prepared by BJRR, which shall include:
 - 1.3.4.1.1. Personnel & Staffing Plan. BJRR will provide such personnel as shall be necessary to perform its obligations hereunder, and will maintain a business office in San Diego County, California. BJRR shall identify the principal persons to manage this operation.
 - 1.3.4.1.2. Revenue/Budget Estimates. BJRR shall prepare operating revenue, expense and capital investment budget estimates in a form reasonably acceptable to PIR, with a year-by-year analysis for the first five (5) years of this Agreement, and update such estimates every year for the subsequent five (5) years.
 - 1.3.4.1.3. Operating Rules. BJRR shall develop and maintain a General Code of Operating Rules ("GCOR"), similar to the GCORs adopted by other U.S. short line operators and reasonably satisfactory to PIR. The GCOR shall cover such

PIR:

BJRR:

topics as employee responsibilities, signaling equipment, procedures for safe train movement, dealing with accidents and other topics that directly and indirectly affect railroad and industrial safety.

1.3.4.1.4. Safety & Security Plans. BJRR shall establish Safety & Security Plans reasonably acceptable to PIR. The Safety Plan shall include Roadway Worker Safety and all other FRA mandatory training based on applicable FRA and Surface Transportation Board ("STB") regulations, ordinances, standards and guidelines, which will identify, eliminate, minimize, and control safety hazards and their attendant risks. The Security Plan shall provide for, without limitation, e-RailSafe employee verification, an identification badge system for BJRR employees; a vehicle control system for BJRR employee vehicles on the Desert Line right of way; and a plan for restricting access to facilities. Such plans shall meet all applicable federal and other legal requirements and regulation.

1.3.4.1.5. The Operating Plan shall ensure that BJRR's rail freight operations on the Desert Line comply with 49 C.F.R. Part 200 through 299 and applicable STB and Association of American Railroads ("AAR") rules

1.3.5. FRA Track Safety Standards. BJRR will comply with all applicable FRA Standards for a Class II Track, with regard to the BJRR Segment. When required, qualification for the Class of Track to a particular FRA Track Safety Standard shall be independently verified by a nationally recognized construction or engineering firm capable of rendering such a report which must be approved by SDAE/MTS and PIR

2. CONSIDERATION

2.1. Initial Consideration. As initial consideration for PIR granting BJRR the operating rights over the Desert Line as defined in Section 3, BJRR agrees to make the following initial payments:

2.1.1. Effective Date	\$1,000,000
2.1.2. August 1, 2016.	\$1,000,000
2.1.3. September 1, 2016.	\$1,000,000

2.2. Rent/Lease Revenue. By June 21, 2016 and until commencement of Commercial Operations, BJRR shall pay rent to PIR in a lump sum payment of four hundred and twenty-five thousand dollars (\$425,000) and until BJRR commences Commercial

PIR: 

BJRR: 

Operations on the Desert Line pursuant to Section 1.3.4, shall make additional payments of \$425,000 semiannually thereafter or, if applicable, a pro-rata portion thereof. All payments required by this section shall be made ten (10) days in advance of the requirements set forth in Section 2.1.1 of the Desert Line Lease.

2.3. Operational Revenue. Upon Commencement of Commercial Operations as defined in Section 1.3.4 above, BJRR shall pay PIR, on a quarterly basis, ten percent (10%) of BJRR Gross Freight Revenue attributable to operations over the Desert Line as defined in Section 2.3.1. PIR agrees to pay seven percent (7%) to SDAE/MTS in compliance with its obligations under the Desert Line Lease. Under no circumstances shall each quarterly payment to PIR be less than two hundred twelve thousand five hundred dollars (\$212,500).

2.3.1. For the purpose of determining BJRR Gross Freight Revenue in Section 2.3 above, all BJRR freight revenues attributed to the movement of freight over the Desert Line shall constitute freight operating revenue. BJRR shall not manipulate freight revenues, contracts, or tariffs so as to assign additional revenue to the T&T Shortline portion of the railroad and unreasonably diminish freight revenue attributed to Desert Line. Unless SD&AE, PIR, and BJRR mutually agree to a different calculation method, the combined Gross Freight Revenues attributed to a movement of freight that travels over both the Desert Line and T&T Shortline shall be assigned on a pro-rata mileage basis. Under no circumstance shall PIR be entitled to revenue solely attributed to the movement of freight over the T&T Shortline.

2.3.2. In the event that SDAE/MTS agrees to reduce PIR's revenue obligations under the Desert Line Lease, PIR agrees to lower BJRR's obligation contained in Section 2.3 in equal amount. Under no circumstance shall PIR's portion of BJRR's payment of Gross Freight Revenue be less than three percent (3%).

3. BJRR OPERATING RIGHTS

3.1. Exclusive Operating Rights. PIR hereby grants BJRR the exclusive operating right to provide freight transportation service over the BJRR Segment between Milepost 59.6 at Division, California and Milepost 119 near Coyote Wells, California subject to Section 4.5.5. This exclusive operating right to provide freight transportation service includes hauling, blocking, switching, and storage services on the BJRR Segment.

3.2. Non-exclusive Operating Right. PIR hereby grants BJRR the non-exclusive operating right to provide freight transportation service over the Intermodal Segment from Milepost 119 near Coyote Wells, California to Milepost 129.61 at Plaster City, California. This non-exclusive right to operate freight transportation service shall not interfere with PIR's, or its assignee's, operations or rights on the Intermodal Segment and is subject to PIR's, or its assignee's, exclusive right to develop, construct, and operate an intermodal facility along the Intermodal Segment, which includes but is not limited to all intermodal, switching, blocking, sorting, storage and logistics services on the Intermodal Segment. PIR, or its

PIR:

BJRR:

assignee, agrees to cooperate with BJRR to reasonably negotiate any rates related to intermodal, blocking, switching, sorting and storage services provided by PIR, or its assignee, on the Intermodal Segment.

3.2.1. Blocking and Switching. PIR, or its assignee, agrees to contract with BJRR, as the sole freight service provider, to provide blocking and switching services, (as defined below), on the Intermodal Segment for PIR, or its assignee, if BJRR can provide such services at commercially reasonable rates as a qualified freight service provider in accordance with all applicable industry standards at the time in which such services are required.

3.2.1.1. Switching is hereby defined as the process of putting cars in a specific order (as in a classification yard), placing cars for loading or retrieving empties (industrial switching), or the process of adding or removing cars from a train at an intermediate point, or the movement of cars from one point to another within the limits of an individual plant, industrial area, or a rail yard.

3.2.1.2. Blocking of cars is hereby defined as the assembling of cars in proper groups.

3.2.1.3. Blocking of trains is hereby defined as the assembling of groups of "blocked" cars in proper sequence.

3.3. BJRR Segment Enhancements and Improvements. PIR hereby grants BJRR the right to enhance and improve the BJRR Segment in order to allow for increased capacity and improved/expanded services on the BJRR Segment subject to the approval of SD&AE and PIR. Such enhancements include but are not limited to: additional sidings, spurs, facilities or structures which may be required.

4. RIGHTS & OBLIGATIONS OF BJRR

4.1. Right to Provide Freight Service. Beginning on the Effective Date and throughout the term and renewal term of this Sublease, subject to compliance with the terms and conditions of this Agreement and the Desert Line Lease, PIR hereby grants and BJRR hereby acquires and assumes the exclusive right to provide freight transportation service over the BJRR Segment and non-exclusive right to provide freight transportation service over the Intermodal Segment.

4.2. Rights to Operate over the Mainline. Upon STB approval of BJRR as an STB-sanctioned railroad as well as BJRR's compliance with the terms and conditions contained herein, BJRR shall have the right to provide freight transportation service over the Desert Line as a common carrier with the power to establish through routes, interchange with Union Pacific, make and collect rates, and enter into contracts with customers subject to any and all agreements with connecting carriers.

PIR: 

BJRR: 

- 4.3. Pacific Southwest Railway Museum ("PSRM"). BJRR acknowledges certain limited operating rights of PSRM and will endeavor to reach an agreement that will not interfere with the movement of freight over the Desert Line.
- 4.4. BJRR Management and Maintenance. BJRR shall have exclusive control and responsibility in the management, maintenance, and operation of BJRR's rail services on the Desert Line at BJRR's sole expense.
- 4.4.1. Management. BJRR agrees to provide the following services as reasonably necessary for BJRR's efficient operation of the Desert Line for the transportation of freight:
- 4.4.1.1. Employees and Labor Relations. BJRR shall ensure that all of its employees who shall operate its trains, locomotives, cars and equipment over the leased premises have received all necessary training, certification, and licensure required to operate in accordance with applicable FRA rules and regulations and with all generally accepted industry standards, including those standards promulgated by the AAR. BJRR shall be responsible for all labor relations matters, including any costs, related to its employees and/or its operations.
- 4.4.1.2. Operating Assignment of Cars and Crews. BJRR shall be responsible for the operating assignment of all cars and crews as relates to BJRR's operation of the Desert Line.
- 4.4.1.3. Equipment. BJRR shall provide all equipment, (locomotives, cars and other equipment), maintenance, repair, car and locomotive supply, car repair and maintenance, and sufficient motive power, including fuel and supplies, and establishing a routine system in order to facilitate operations and compliance with industry rules, regulations and practices.
- 4.4.1.4. Sub-agreements. BJRR may not, absent the written approval of PIR and SD&AE and only as consistent with this Sublease and the Desert Line Lease, allow the use of the Desert Line by other railroads for rail freight operations, or enter into agreements with other railroads for such use.
- 4.4.2. Regional Cooperation. BJRR shall cooperate in all reasonable respects with the Mexican Government, Port of San Diego, SD&AE, MTS, and all other similar parties to insure uninterrupted and efficient operations and freight shipments over the Desert Line.
- 4.4.3. Maintenance. Once operational, BJRR shall undertake, finance or cause to be financed the continued maintenance of the BJRR Segment to safely operate adequate freight service on the Desert Line as provided herein. At minimum, BJRR shall maintain the BJRR Segment according to the following standards:

4.4.3.1. General Maintenance, Inspection and Repair. BJRR shall maintain the BJRR Segment in compliance with the Desert Line Lease as well as all state and federal statutes, rules and regulations as defined by the FRA track safety standards for a Class II Track, and to a standard that is sufficient to continue rail freight service commensurate with the needs of the rail users located thereon.

4.4.3.1.1. BJRR shall cooperate and not interfere with PIR's obligations with respect to the Desert Line, which include, but shall not be limited to, routine inspection and maintenance of highway grade crossings, grade crossing signal protection devices, railroad bridges and trestles, culverts and other structures, signs, road crossing signals, crossings, lighting, sub-roadbed and all other improvements between Milepost 59.6 and Milepost 119.

4.4.3.1.2. BJRR agrees that all grade crossings and grade crossing protection devices will be given a high priority in BJRR's maintenance program.

4.4.3.1.3. BJRR is expressly prohibited from adding, removing, or modifying any grade crossings (either public or private) or grade crossing protection devices on the BJRR Segment without prior written consent from PIR and SD&AE.

4.4.3.2. Encroachments. BJRR shall protect the BJRR Segment against unauthorized encroachments or uses. Any unauthorized encroachments, uses or third-party damage to the BJRR Segment shall be reported to PIR and SD&AE as soon as reasonably practicable, but no later than ten (10) days after BJRR is notified of the unauthorized act or encroachment. BJRR is responsible for removing the encroachment or unauthorized use on the BJRR Segment. SD&AE retains the right to approve encroachments or crossings of the Desert Line right of way that do not interfere with BJRR's rights hereunder. PIR and SD&AE agree to consult with BJRR concerning all crossing or related requests. No crossing will be granted if it materially impairs BJRR's operations. Any crossings granted will include protections for BJRR in the form of third party insurance and indemnification obligations.

4.5. Cooperation with PIR. BJRR agrees to use commercially reasonable efforts to:

4.5.1. Cooperate with PIR to maintain and obtain all necessary permits, clearances, agreements and other requirements for operations and maintenance of the Desert Line;

4.5.2. Cooperate with PIR in the solicitation of additional shipments by rail;

PIR: 

BJRR: 

- 4.5.3. Cooperate with PIR with regards to joint negotiations with Union Pacific;
 - 4.5.4. Work with PIR to insure that track design, construction and operating schedules for BJRR's operations are planned and implemented to insure minimum disruption of either PIR's, or its assignee's, freight service or intermodal service;
 - 4.5.5. Cooperate with PIR to reasonably negotiate any rates related to freight transportation over the Desert Line; and
 - 4.5.6. Cooperate with PIR to coordinate all dispatching and scheduling for the movement of freight on the Intermodal Segment.
- 4.6. Recordkeeping and Audit Requirements. BJRR shall maintain books and records of all operations it conducts on the Desert Line and T&T Shortline, including revenue, expenses, shipper information, and any other records required by law. BJRR shall abide by all AAR rules and regulations. SDAE/MTS and/or an appointed certified public accountant shall have the right to inspect and audit the books and records of BJRR pertaining to its operations over the Desert Line including revenue earned by BJRR and its affiliates related to the T&T Shortline and the allocation of revenue between the T&T Shortline and the Desert Line at all reasonable times.

5. BJRR COMPLIANCE WITH LAWS

- 5.1. Local, State and Federal Laws. BJRR shall comply in all material respects with all local, state, and federal laws and regulations applicable to its operations and capital projects, inclusive of but not limited to rules as promulgated by the FRA and STB, but subject in every case to application of the preemption doctrine applicable to the jurisdiction of the STB under federal law.
- 5.2. FELA, Railway Labor Act, Federal Locomotive Inspection Act. Subject in every case to the STB pre-emption doctrine, BJRR shall comply with the provisions of the Federal Railroad Safety Act (as amended), Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal, state, and local laws, regulations or rules, applicable to the operation, condition, inspection, or safety of its trains, locomotives, cars, and equipment while such trains, locomotives, cars and equipment are being operated over the Desert Line. BJRR shall further indemnify, protect, defend, and hold harmless PIR from and against all fines, penalties, and liabilities imposed upon any party or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in or over the Desert Line, to the extent attributable to any failure of BJRR to comply with its obligations in this regard.
- 5.3. Taxes & Fees. BJRR shall be responsible for and pay all taxes and fees due and payable by it as a result of its performance of its obligations hereunder, including, without

PIR: 

BJRR: 

limitation, all federal, state, and local taxes or fees. BJRR shall indemnify, protect, defend and hold harmless PIR from and against all claims and liabilities with regard thereto.

- 5.4. Regulatory STB Approval. Except in the case of a termination of this Sublease, an emergency, or a lawful embargo, BJRR agrees not to suspend or discontinue any operations provided in this Sublease, and, if such operations are subject to STB jurisdiction, such operations shall not be discontinued, over all or any part of the Desert Line without first applying for and obtaining from the STB and any other regulatory agency with jurisdiction, any necessary certificate of public convenience and necessity or other approvals or exemptions from regulation for such discontinuance of operations over the Desert Line. BJRR shall obtain all necessary regulatory approvals required to operate the Desert Line as a common carrier and shall solely be responsible for compliance with all federal, state, and local regulations, including, without limitation, those of the FRA, STB, and, as applicable, the State of California (subject in every case to the STB pre-emption doctrine).

- 5.4.1. Six Months' Notice Prior to Suspension or Discontinuance. Except in the case of a termination of this Sublease or force majeure, or a lawful embargo, BJRR shall not suspend, discontinue or otherwise terminate operations on the Desert Line or take any action to obtain regulatory authority to discontinue operations on the Desert Line, without first giving PIR six (6) months advance written notice of BJRR's intent to do so. Notwithstanding BJRR's failure to obtain such approvals or provide such advance notice, BJRR will remove itself from the premises and will discontinue operations under this Agreement immediately upon termination of this Agreement by PIR or its expiration in accordance with the terms hereof.

- 5.5. Environmental Laws. Subject in every case to the preemption doctrine regarding the jurisdiction of the STB under federal law, BJRR shall comply with all applicable ordinances, regulations, statutes, rules, decisions and orders relating to safety, air and water quality, noise, hazardous substances and hazardous wastes issued by any court or federal, state or local governmental entity, including without limitation, the Federal Department of Transportation, the FRA, the Federal Environmental Protection Agency, Occupational Safety and Health Administration, including but not limited to, the National Environmental Policy Act and the California Environmental Quality Act. BJRR shall not provide any railcar cleaning, or transload or remove any hazardous materials any railcars on the Desert Line, including but not limited to, cleaning or removal of residue material in any tank, hopper or other material-handling cars, without PIR's prior written consent.

6. RIGHTS & OBLIGATIONS OF PIR

- 6.1. The Desert Line Lease. PIR shall stay in compliance with all its obligations under the Desert Line Lease including, but not limited to: reconstruction, repairs, maintenance and payments. In the event of a default by PIR of the Desert Line Lease, this Sublease and all rights and obligations contained herein shall survive and remain unaffected pursuant to Section 8.

PIR: 

BJRR: 

- 6.2. Financing Rights. Without subsidy to BJRR, PIR agrees to assist and cooperate with BJRR in its fulfillment of BJRR's financing obligation contained in Section 1.3.2. In the event BJRR has the inability or lacks the financial wherewithal to secure adequate financing independently, and, as a result, elects to use PIR's debt financing to complete and comply with the Performance Milestone Requirements in full, as set forth in section 1.3 herein, PIR reserves the right, but not the obligation, to pursue the financing at its own expense and, accordingly, would then have the right to renegotiate with BJRR the terms set forth in sections 2.3 and 3.1 herein.
- 6.3. Reversion of Operating Rights. Upon a decision by BJRR to discontinue providing freight service, a failure by BJRR to exercise a renewal option, or termination of this Agreement in accordance with Section 7 hereof, BJRR shall no longer be granted any operating rights or other rights over the Desert Line provided herein.
- 6.4. PIR Non-Exclusive Operating Rights. BJRR and PIR acknowledge and agree that PIR, or its assignee, shall continue to have, during the term of this Agreement, non-exclusive operating rights over the Intermodal Segment to provide freight transportation services as a common carrier with the power to establish through routes, interchange with Union Pacific, make and collect rates, and enter into contracts with customers subject to any and all agreements with connecting carriers.
- 6.5. Exclusive Intermodal Rights. PIR, or its assignee, reserves non-exclusive operating rights over the Intermodal Segment between Milepost 119 and Milepost 129.61 and reserves the exclusive right to develop, construct, and operate an intermodal facility along the Intermodal Segment which includes all intermodal, switching, blocking, sorting, storage and logistics services on the Intermodal Segment subject to Section 6.6.6 hereunder. This exclusive right to operate the intermodal facility and provide the related services shall not interfere with BJRR's non-exclusive rights to operate on the Intermodal Segment mainline or its ability to interchange with Union Pacific.
- 6.6. Cooperation with BJRR. PIR agrees to use commercially reasonable efforts to:
- 6.6.1. Cooperate with BJRR to maintain and obtain all necessary permits, clearances, agreements and other requirements for operations and maintenance of the Desert Line;
 - 6.6.2. Cooperate with BJRR with regard to joint negotiations with Union Pacific;
 - 6.6.3. Cooperate with BJRR in all reasonable respects with the Mexican Government, Port of San Diego and other federal, state and local governmental agencies as may be appropriate to insure continued and expanded freight service;
 - 6.6.4. Cooperate with BJRR in the solicitation of additional shipments by rail;

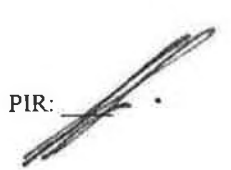
PIR: 

BJRR: 

- 6.6.5. Work with BJRR to insure that track design, construction and operating schedules for PIR's operations are planned and implemented to insure minimum disruption of BJRR's freight service;
- 6.6.6. Cooperate with BJRR in obtaining approval from STB, as a result of the rights granted herein, to become an STB-authorized rail carrier;
- 6.6.7. Cooperate with BJRR to reasonably negotiate any rates related to intermodal, blocking, switching, sorting and storage services provided by PIR, or its assignee, on the Intermodal Segment; and
- 6.6.8. Cooperate with BJRR to coordinate all dispatching and scheduling for the movement of freight on the Intermodal Segment.

7. TERMINATION

- 7.1. Upon material default of BJRR hereunder, but subject to Section 7.3, in addition to all other remedies available to it, PIR may terminate this Agreement at any time, upon furnishing thirty (30) days prior written notice to BJRR of its default, except that such notice period with regard to payment of monies shall be ten (10) days, provided that if such default is cured within the applicable notice period, this Agreement shall continue in full force and effect, and such notice of default shall be deemed rescinded.
- 7.2. Causes for termination of this Sublease for a material default caused by BJRR (subject in each case to the cure rights set forth herein) shall be as follows:
 - 7.2.1. Material failure to meet the Performance Milestone Requirements set forth in Section 1.
 - 7.2.2. Material failure to perform the required maintenance of the BJRR Segment as set forth in Section 4.
 - 7.2.3. Material failure to provide freight services as required under this Agreement or by the STB.
 - 7.2.4. A filing of bankruptcy by BJRR, or assignment for the benefit of creditors, or involuntary bankruptcy filed against BJRR and not dismissed within ninety (90) days.
 - 7.2.5. A course of conduct of operation by BJRR in a manner which, upon proper administrative hearings, is found by any regulatory agency to jeopardize the health or safety of the general public.
 - 7.2.6. Failure of BJRR to make required payments to PIR contained in Section 2.

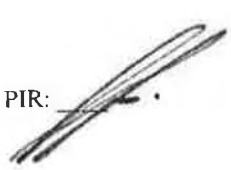
PIR: 

BJRR: 

- 7.2.7. Material failure of BJRR to comply with the Bookkeeping and audit requirements of Section 6.5.
- 7.2.8. Any other material violation of the terms of this Agreement or the Desert Line Lease.
- 7.3. If the default (other than the payment of money) of BJRR cannot be cured within thirty (30) days, then provided BJRR commences such cure within the 30-day period, and diligently in good faith proceeds to complete such cure, then the time within which such default must be cured shall be extended for a time which is reasonable under all the circumstances.
- 7.4. In addition, the parties agree that in the event of termination, a final accounting shall be rendered by an independent certified public accountant experienced in railroad accounting, mutually agreeable to the parties, the cost of which shall be equally shared between the parties, and that the indicated final settlements shall be paid by the appropriate party within thirty (30) days' notice, or may be withheld from funds, which would otherwise be payable, as such accountant shall deem appropriate.
- 7.5. BJRR may, at any time after the initial term of this Agreement, terminate this Agreement by providing six (6) months advance notice. In the event of such termination, the parties agree that a final accounting shall be rendered by an independent certified public accountant under the same terms and conditions outlined above.

8. NON-DISTURBANCE

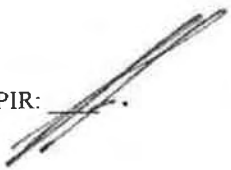
- 8.1. Non-Disturbance. SDAE/MTS and PIR each agree to give BJRR prompt written notice of any asserted default by PIR in the performance of its obligations under the Desert Line lease, and no such default shall be effective to terminate the Desert Line Lease without prior notice to BJRR and an opportunity (but not an obligation) for BJRR to cure such default. In the event the Desert Line Lease is terminated for any reason, other than any action or inaction of BJRR or any of its agents or employees, SDAE/MTS agrees that BJRR will succeed to the interest of PIR under the Desert Line Lease as it relates to the BJRR Segment in that BJRR will become a direct lessee of SDAE/MTS with respect to the BJRR Segment on the terms and conditions of this Sublease, and BJRR shall be entitled to remain in possession of its rights hereunder and SDAE/MTS shall be immediately and automatically and without further notice be substituted for PIR as lessee hereunder, and thereafter SD&AE and BJRR shall recognize one another as landlord and tenant respectively, under this Sublease and shall be bound to one another under all of the terms, covenants and conditions of this Sublease, whereupon BJRR shall pay SD&AE the Rent/Lease Revenue that would otherwise have been payable to PIR under Section 2 of this Sublease.

PIR: 

BJRR: 

9. INSURANCE AND INDEMNIFICATION

- 9.1. Except as provided herein, PIR and the respective agents, directors, officers and employees of each shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for personal injuries to or deaths of them, or any of them, caused by or resulting from any acts or omissions of BJRR, its agents, employees, independent contractors, joint ventures, partners or representatives (including, but not limited to failure to comply with any obligation under Section 4); BJRR further agrees to indemnify and save free and harmless PIR and the respective authorized agents, directors, officers and employees of each against any of the foregoing liabilities and any cost and expense, including reasonable attorney's fees incurred by PIR on account of any claim therefore, including claims by reason of alleged defects in service, changes in services, or any other work or services done or provided by BJRR over the Desert Line pursuant to this Agreement.
- 9.2. BJRR, its agents, directors, officers and employees shall not be held liable for damage to any goods, properties or effects of any person whatsoever, nor for personal injuries to or deaths of them, or any of them, caused by or resulting from any acts or omissions of PIR or their respective agents, employees, independent contractors, joint ventures, partners or representatives (including but not limited to failure to comply with any obligation under Section 3). PIR further agrees to indemnify and save free and harmless BJRR and the respective authorized agents, directors, officers and employees of each against any of the foregoing liabilities and any cost and expense, including reasonable attorney's fees incurred by BJRR on account of any claim therefore, including claims by reason of alleged defects in service, changes in services, or any other work or services done or provided by PIR over the Intermodal Segment pursuant to this Agreement.
- 9.3. Insurance Required. During the performance of services hereunder, BJRR shall maintain policies of insurance as described below. Prior to beginning work all insurance amounts must be agreed upon between PIR and BJRR as well as approved by SDAE/MTS ("Approved Amount"). Upon approval, BJRR shall furnish evidence of insurance satisfactory to the Chief Executive Officer of PIR as to contents and insurance carriers which will contain a provision for thirty (30) days prior written notice to the Chief Executive Officer of any cancellation, reduction, or any material change in coverage. The insurance required shall be to the extent available on commercially reasonable terms as follows:
- 9.3.1. Comprehensive Railroad Liability insurance for bodily injury (including death) to persons, and property damage including damage to the environment, which provides total limits or of not less than the Approved Amount per occurrence, subject to a self-insured retention of a dollar amount acceptable to PIR. Coverage included shall be:
- 9.3.1.1. Premises and operations;
- 9.3.1.2. Products/completed operations;

PIR: 

BJRR: 

- 9.3.1.3. Contractual liability expressly including liability assumed under this Agreement, with deletion of the exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass and crossway;
- 9.3.1.4. Explosion, collapse, and underground hazards;
- 9.3.1.5. Personal injury liability with standard exclusions a) liability assumed under contract and b) suits brought by employees deleted;
- 9.3.1.6. Independent contractors;
- 9.3.1.7. Deletion of any exclusion applicable to PIR property in Contractor's care, custody, and control.
- 9.3.1.8. Cross liability clause providing that the insurance applies separately to each insured except with respect to the limits of liability. Such insurance shall include the following endorsements, copies of which shall be provided:
- 9.3.1.9. Inclusion of PIR, their directors, officers, agents and employees as additional insureds as respects services or operations under this Agreement performed by or on behalf of PIR.
- 9.3.1.10. Stipulation that the insurance is primary insurance and that no insurance of PIR will be called upon to contribute to a loss.
- 9.3.1.11. Claims made under the Federal Employers Liability Act.
- 9.3.1.12. Coverage for the release of pollutants and Hazardous Materials.
- 9.3.2. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less the Approved Amount.
- 9.3.3. The Approved Amount for a combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
- 9.3.4. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than the Approved Amount per accident for bodily injury or disease, with an insurer's waiver of subrogation in favor of PIR, their directors, officers, representatives, agents and employees.

PIR: 

BJRR: 

- 9.3.5. Contractors equipment insurance on all "all-risk" basis covering equipment owned, leased or used by Contractor. Such insurance shall include an insurer's waiver of subrogation in favor of PIR. Contractor hereby releases and holds harmless PIR for any loss or damage to its equipment.
- 9.3.6. "All Risk" Property insurance for all PIR railroad assets utilized within the Scope of this Agreement, and in the care, custody and control of contractor, for the full replacement cost of such property. Coverage for the perils of earthquake and flood should be included at a limit of not less than the Approved Amount per occurrence. Coverage shall be subject to a deductible of a dollar amount acceptable to PIR.
- 9.3.7. Environmental Legal Liability for bodily injury and property damage arising out of BJRR operations within the scope of this agreement, including clean-up costs resulting from a pollution condition, in the Approved Amount per occurrence. Coverage shall be subject to a deductible of a dollar amount acceptable to PIR. PIR and its officers, officials, employees, and volunteers are to be covered as additional insureds on this policy with respect to liability arising out of work or operations performed by or on behalf of BJRR.
- 9.4. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 9.4.1. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to PIR.
- 9.4.2. Claims Made Policies: If any of the required policies provide claims-made coverage:
- 9.4.2.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 9.4.2.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 9.4.2.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 9.4.3. Verification of Coverage. BJRR shall furnish PIR with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by PIR before work commences, and annually thereafter. However, failure to obtain the required documents prior to the work beginning shall not waive the BJRR's obligation to provide them. PIR reserves the right to require complete,

PIR: 

BJRR: 

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.4.4. Special Risks or Circumstances. PIR reserves the right to modify these requirements in a commercially reasonable manner, including limits and type of insurance required, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided the coverage as modified is available on commercially reasonable terms.

9.4.5. Adjustment for Inflation. To accommodate the duration of this Agreement all the required insurance amounts in this Section 9 shall be adjusted upwards by mutual agreement over time, but in any case no less than every five (5) years and by the cumulative change in the U.S. Consumer Price Index over the applicable period.

10. GENERAL PROVISIONS.

10.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. BJRR's rights hereunder shall not be assignable whether by way of assignment, sublease, license or otherwise, directly or indirectly, without PIR's prior written approval. This Agreement is not intended, nor shall it be construed to be for the benefit of any person or entity not a party to this Agreement. PIR may assign its rights hereunder to any person or entity capable of performing its obligations hereunder. No assignment of rights hereunder shall relieve the assignor of any of its obligations.

10.2. Warranties and Representations.

10.2.1. PIR warrants and represents to BJRR as follows:

10.2.1.1. That it is duly organized, validly existing and in good standing under the laws of Delaware.

10.2.1.2. That it has the power and authority to enter into this Agreement to carry out its obligations under this Agreement.

10.2.1.3. That entering into and performance of this Agreement on the part of such party does not violate any agreement with any person or entity, statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body, or its organic documents applicable to the parties hereto.

10.2.1.4. That the execution of this Agreement and the operation of the rail freight service shall not violate any agreement with any person or entity, statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency, or governmental body applicable to the parties hereto.

PIR: 

BJRR: 

10.2.1.5. That the only sublease in effect as of the Effective Date is the Coyote Wells Sublease and Intermodal Operating Agreement executed by and between PIR and Inter-zone, Inc., a Nevada Corporation, on March 28th, 2016.

10.2.2. BJRR warrants and represents to PIR as follows:

10.2.2.1. That it is duly organized, validly existing and in good standing under the laws of the State of California.

10.2.2.2. That it has the power and authority to enter into this Agreement to carry out its obligations under this Agreement.

10.2.2.3. That entering into and performance of this Agreement on the part of such party does not violate any agreement with any person or entity, statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body, or its organic documents applicable to the parties hereto.

10.2.2.4. That the execution of this Agreement and the operation of the rail freight service shall not violate any agreement with any person or entity, statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency, or governmental body applicable to the parties hereto.

10.3. Notice.

10.3.1. Any notice required or permitted under this Agreement shall be in writing and may be personally served on the other party, by the party giving notice, or may be served by United States Mail to the following address, or such other addresses/persons as the parties may direct:

10.3.1.1. PIR

Arturo Alemany
President
Pacific Imperial Railroad, Inc.
121 Broadway Cir # 624
San Diego, CA 92101

10.3.1.2. BJRR

Fernando Beltran
Baja California Railroad, Inc.
Av. Ferrocarril #1, Colonia Libertad Parte Baja

PIR: 

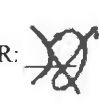
BJRR: 

Tijuana, Baja California

- 10.4. Attorneys' Fees and Costs. In the event any party to this Agreement brings legal action or requests arbitration to enforce its rights hereunder, the court or arbitrator shall have discretion to award the prevailing party reasonable attorney's fees and costs.
- 10.5. Choice of Law. This Agreement shall be interpreted in accordance with the statutes and laws of the United States of America and the State of California.
- 10.6. Severability. If any term, covenant, condition or provision (or part thereof) of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision (or remainder thereof) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 10.7. Force Majeure. The parties hereto will be excused from performance of any of their respective obligations hereunder, during the existence of and occasioned by any event beyond their respective control (not due to their own fault or actions inconsistent with good faith operations under this Lease), which shall include without limitation, actions of Mexican, United States of America federal, state or local agencies; acts of God; strikes or other labor troubles beyond the reasonable anticipation or control of the parties; temporary interruption of service caused by explosions, fires, vandalism, malicious mischief, and unavoidable interruption or cessation of service by a connecting railroad, and breach by the other party. However, nothing herein shall relieve the parties of their respective obligations to undertake all reasonably available actions necessary and all possible reasonable corrective measures to resume the provision of freight services to customers of the railroad and to satisfy the obligations of BJRR as set forth in Section 4 of this Sublease.
- 10.8. In the event of a material breach by PIR, which permanently prevents BJRR from completing the reconstruction of the BJRR Segment and the Sublease reverts back to PIR as a result, PIR hereby agrees to repay BJRR for all independently verified capital expenditures invested during BJRR's partial reconstruction effort on the BJRR Segment. Only upon PIR's commencement of Commercial Operation on the BJRR segment, shall repayment be made quarterly out of revenue solely attributed to PIR's operation over the BJRR Segment and shall not exceed one percent (1%) of gross freight revenue.
- 10.9. Dispute Resolution. The parties acknowledge and agree that this Agreement and any dispute hereunder shall be subject to and governed by the dispute resolution provisions set forth in this section 10.8.
- 10.9.1. Informal Resolution. PIR and BJRR recognize that disputes as to certain matters may from time to time arise during the effectiveness of this Agreement which relate to either party's rights and/or obligations hereunder or thereunder. It is the objective of the parties to establish procedures to facilitate the resolution of

PIR: 

19

BJRR: 

A-19

disputes arising under any of the Agreements in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the parties agree to follow the procedures set forth in this Article if and when a dispute arises under any of the Agreements. In the event of a dispute between the Parties, any party may, by written notice to the other, have such dispute referred to their respective chief executive officers for attempted resolution by good faith negotiations within fourteen (14) days after such notice is received. In the event the chief executive officers are not able to resolve such dispute, either party may at any time after the fourteen (14) day period seek to resolve the dispute through the other means provided in Section 10.8.2.

10.9.2. Mediation. If the informal efforts outlined in Section 10.8.1 are unsuccessful, then the Parties agree to participate in mediation. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the Parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within five (5) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the Parties.

10.9.3. Any dispute not resolved through the mediation required by Section 10.8.2 may proceed to litigation unless the Parties agree in writing to submit the dispute to binding arbitration.

[Signature Page to Follow]

PIR: 

BJRR: 

In Witness Whereof, each of the parties has caused this Sublease and Operating Agreement to be duly executed on its behalf as of the Effective Date above written.

Pacific Imperial Railroad, Inc.
a Delaware corporation

By: 
Arturo Alemany
President

Baja California Railroad
a California Corporation

By: 
Fernando Beltran
Chief Executive Officer

**Written Consent of, and Agreement as to
Section 8.1 By:**

San Diego and Arizona Eastern Railway Company
a Nevada nonprofit corporation

By: _____
Paul C. Jablonski
Chief Executive Officer

Date: _____

San Diego Metropolitan Transit System
A California Public Agency

By: _____
Paul C. Jablonski
Chief Executive Officer

Date: _____

Approved as to Form:

By: _____
Karen F. Landers
General Counsel, MTS and SD&AE

Date: _____



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

Agenda Item No. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

FISCAL YEAR 2016 THIRD QUARTER PERFORMANCE MONITORING REPORT
(DENIS DESMOND)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

MTS Board Policy No. 42, "Transit Service Evaluation and Adjustment", establishes a process for evaluating existing transit services to achieve the objective of developing a customer-focused, competitive, integrated, and sustainable system. Additionally, federal Title VI guidance requires that certain performance measures be evaluated and reported to the Board periodically. Staff will present a summary of system performance through the third quarter of fiscal year 2016, including the metrics outlined in Policy 42 and Title VI-required standards.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, sharon.cooney@sdmts.com

Attachment: A. Performance Monitoring Report

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. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). 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.



San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 1 of 4

The following measures of productivity and service quality are used to ensure that services are focused on providing competitive and attractive transportation that meets our customers' needs.

Total Passengers (July - March)

Route Categories	FY 2014	FY 2015	FY 2016	# Change FY14 - FY15	# Change FY15 - FY16	% Change FY14 - FY15	% Change FY15 - FY16
Urban Frequent	28,000,835	27,917,517	24,738,346	(83,318)	(3,179,171)	-0.3%	-11.4%
Urban Standard	8,991,559	8,666,858	8,057,829	(324,701)	(609,029)	-3.6%	-7.0%
Rapid	1,216,841	3,382,229	4,526,018	2,165,388	1,143,789	178.0%	33.8%
Express	1,843,274	1,607,625	1,590,397	(235,649)	(17,228)	-12.8%	-1.1%
Circulator	541,031	578,886	549,349	37,855	(29,537)	7.0%	-5.1%
Premium/Rapid Express	224,520	227,425	219,448	2,905	(7,977)	1.3%	-3.5%
Rural	49,399	56,202	54,252	6,803	(1,950)	13.8%	-3.5%
All Fixed-Route Bus Modes	40,867,459	42,436,742	39,735,639	1,569,283	(2,701,103)	3.8%	-6.4%
Demand-Responsive	304,866	348,891	391,832	44,025	42,941	14.4%	12.3%
Light Rail (Blue, Orange, Green)	29,667,395	29,920,138	30,342,044	252,743	421,906	0.9%	1.4%
Light Rail (Silver)	-	25,137	27,837	-	2,700	-	10.7%
System Total Passengers	70,839,720	72,730,908	70,497,352	1,891,188	(2,233,556)	2.7%	-3.1%

NOTES: MTS system-wide ridership declined -3.1%, with a decrease on bus. Fixed-route bus ridership decreased -6.4% overall, partly due to enforcement of existing Senior/Disabled/Medicare identification requirements. Ridership decreases in some categories, such as Urban Frequent, reflect the replacement of regular MTS services with new Rapid service. Ridership on our Demand-Responsive service, the federally-mandated American with Disabilities Act complementary paratransit service, continued to grow significantly for the third year in a row. This upward trajectory of ridership on MTS Access is of special concern, due to the high cost of the service.

Average Weekday Passengers (July - March)

Route Categories	FY 2014	FY 2015	FY 2016	# Change FY14 - FY15	# Change FY15 - FY16	% Change FY14 - FY15	% Change FY15 - FY16
Urban Frequent	121,905	123,751	108,766	1,846	(14,985)	1.5%	-12.1%
Urban Standard	41,270	39,797	36,534	(1,473)	(3,263)	-3.6%	-8.2%
Rapid	5,139	15,077	19,913	9,938	4,836	193.4%	32.1%
Express	8,935	7,917	7,649	(1,018)	(268)	-11.4%	-3.4%
Circulator	2,748	2,961	2,793	213	(168)	7.8%	-5.7%
Premium/Rapid Express	1,173	1,193	1,152	20	(41)	1.7%	-3.4%
Rural	319	347	340	28	(7)	8.8%	-2.0%
All Fixed-Route Bus Modes	181,489	191,043	177,147	9,554	(13,896)	5.3%	-7.3%
Demand-Responsive	1,465	1,677	1,804	212	127	14.5%	7.6%
Light Rail (Blue, Orange, Green)	121,649	122,864	123,835	1,215	971	1.0%	0.8%
Light Rail (Silver)	-	200	246	-	46	-	23.0%
System Avg. Weekday Pass.	304,603	315,784	306,592	11,181	(9,192)	3.7%	-2.9%

NOTES: The average weekday passenger statistics show how many passengers ride MTS on a typical weekday. For FY16, there is a -2.9% decrease in system-wide average weekday passengers (down 13,896 passengers per average weekday). This is partially a result of increased enforcement of existing Senior/Disabled/Medicare identification requirements. Similar to **Total Passengers** on buses, the average weekday ridership decreases in the Urban Frequent and Express categories reflect the replacement of regular MTS bus services with new Rapid service.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 2 of 4

Passengers per Revenue Hour (July - March)

Route Categories	FY 2014	FY 2015	FY 2016	% Change FY14 - FY15	% Change FY15 - FY16
Urban Frequent	35.4	35.5	31.5	0.4%	-11.4%
Urban Standard	27.3	26.2	24.3	-3.9%	-7.4%
Rapid	35.4	29.3	32.7	-17.2%	11.6%
Express	32.1	27.0	25.0	-15.8%	-7.6%
Circulator	14.3	17.0	15.9	18.8%	-6.2%
Premium/Rapid Express	19.6	23.5	25.3	19.9%	7.8%
Rural	11.9	14.0	13.3	17.6%	-5.1%
All Fixed-Route Bus Modes	32.3	31.7	29.1	-1.9%	-8.3%
Demand-Responsive	1.9	2.0	2.1	5.3%	2.9%
Light Rail (Blue, Orange, Green)	225.4	236.1	234.5	4.8%	-0.7%
Light Rail (Silver)	-	47.0	52.0	-	10.7%
System Riders Per Rev. Hour	45.5	44.4	41.8	-2.4%	-6.0%

NOTES: The 'passengers per revenue hour' metric shows how any added or removed revenue hours (in-service hours plus layover hours) relate to ridership increases or decreases. Increasing riders per revenue hour would indicate that the system is more efficient, for example, carrying more passengers with the same number of buses.

Weekday Passengers per In-Service Hour (July - March)

The 'passengers per in-service hour' measure is related to the above 'passengers per revenue hour,' but shows how many passengers are carried while the vehicle is in-service picking up passengers, excluding layover time. Analyzing this figure helps MTS to understand how effective it is at providing the right level of service, instead of how efficiently MTS is grouping trips and breaks together for a vehicle to operate (revenue hours).

Route Categories	FY 2014	FY 2015	FY 2016	% Change FY14 - FY15	% Change FY15 - FY16
Urban Frequent	44.0	45.1	40.0	2.5%	-11.3%
Urban Standard	37.5	36.1	33.0	-3.7%	-8.6%
Rapid	49.8	39.5	45.2	-20.7%	14.4%
Express	39.3	34.0	32.4	-13.5%	-4.7%
Circulator	22.1	26.0	24.6	17.6%	-5.4%
Premium/Rapid Express	20.8	25.2	27.6	21.2%	9.5%
Rural	11.4	10.7	10.5	-6.5%	-2.0%
All Fixed-Route Bus Modes	41.2	40.9	38.0	-0.7%	-7.1%
Demand-Responsive	N/A	N/A	N/A	N/A	N/A
Light Rail (Blue, Orange, Green)	276.5	279.2	281.4	1.0%	0.8%
Light Rail (Silver)	-	70.2	86.4	-	23.1%
System Riders/In-Svc. Hour	62.9	61.8	59.7	-1.7%	-3.4%

NOTES: Compared to FY15, MTS' system-wide passengers per in-service hour decreased slightly -2.1 to 59.7 passengers per in-service hour (-3.4%) in FY16. For FY16, fixed-route bus passengers per in-service hour experienced a large decrease -7.1% to 38.0 passengers per in-service hour.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 3 of 4

On-Time Performance

On-time performance (OTP) is measured at each bus timepoint for every trip; buses departing timepoints within 0-5 minutes of the scheduled time are considered to be "on-time." Trolley trips arriving at their end terminal within 0-5 minutes of the scheduled time are considered to be "on-time." OTP is measured by service change period in order to show the results of scheduling changes. MTS' goal for on-time performance is 85% for Urban Frequent and Rapid bus routes, and 90% for Trolley and all other bus route categories. Each route is continually evaluated to determine if performance below the target is a result of issues that MTS controls, such as driver performance or scheduling, or situations outside MTS' direct control, such as construction, traffic congestion, and passenger issues. Performance of fixed bus routes are heavily impacted by construction, stop signs and stop lights, and traffic when they travel through high density corridors.

Route Categories	Service Change Period					GOAL
	October 2014	Jan. 2015	June 2015	Sept. 2015	Jan. 2016	
Urban Frequent	81.2%	80.3%	81.6%	81.0%	82.3%	85.0%
Urban Standard	83.4%	80.7%	84.6%	80.9%	82.9%	90.0%
Rapid	83.2%	86.7%	89.2%	87.5%	89.7%	85.0%
Express	78.7%	84.8%	83.4%	77.5%	84.0%	90.0%
Circulator	71.0%	83.8%	82.0%	75.4%	93.5%	90.0%
Premium/Rapid Express	98.9%	95.5%	99.2%	94.7%	100.0%	90.0%
Rural	N/A	N/A	N/A	N/A	N/A	
Demand-Responsive	N/A	N/A	N/A	N/A	N/A	
Light Rail (Blue, Orange, Green)	89.1%	88.5%	92.0%	94.7%	94.0%	90.0%
Light Rail (Silver)	88.1%	91.0%	92.0%	90.0%	100.0%	90.0%
System On-Time Performance	81.8%	82.3%	84.4%	81.5%	85.4%	

NOTES: Overall, on-time performance remained between 80% and 85%. Since the January 2016 service change, five route categories have met their goal while three categories did not. A seasonal on-time performance dip is expected in September when schools return to session and traffic congestion increases. The Rapid Express and Rapid bus modes met their goals, as freeway express lanes, signal priority measures, and limited stops helped reliability and performance. The two Trolley modes also met their goal, benefitting from the completion of Trolley Renewal construction and activities. The remaining bus modes continue to be challenged by increased traffic congestion, roadwork and associated detours, lack of transit priority treatments, and traffic calming measures that slow bus service.

The following measures are used to ensure that transit resources are deployed efficiently and do not exceed budgetary constraints. These resources may be increased over the budgeted amounts in order to respond to heavy passenger loads, special events, or unplanned detours due to construction or route changes. They may be lower than budgeted if underperforming services are reduced, or if not all of the planned capacity is required to meet the ridership demand.

Scheduled In-Service Hours (Weekly)

Operator	Jan. 2015	Jan. 2016	# Diff	% Diff
MTS Directly-Operated Bus	12,686	12,822	136	1.1%
MTS Contracted Fixed-Route Bus	14,700	14,688	(12)	-0.1%
Demand-Responsive	N/A	N/A	N/A	N/A
MTS Rail	2,861	2,868	7	0.2%
System	30,247	30,378	131	0.4%

NOTES: In FY16, all modes remained relatively unchanged compared to FY15.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 4 of 4

Scheduled In-Service Miles (Weekly)

Operator	Jan. 2015	Jan. 2016	# Diff	% Diff
MTS Directly-Operated Bus	186,880	188,075	1,195	0.6%
MTS Contracted Fixed-Route Bus	203,684	203,496	(188)	-0.1%
Demand-Responsive	N/A	N/A	N/A	N/A
MTS Rail	59,305	59,802	497	0.8%
System	449,869	451,372	1,504	0.3%

NOTES: In FY16, all modes remained relatively unchanged compared to FY15.

Weekday Peak-Vehicle Requirement

This measure shows the maximum number of vehicles that are on the road at any one time (a weekday peak period) in order to provide the levels of service that have been scheduled.

Operator	Jan. 2015	Jan. 2016	# Change FY15-FY16
MTS Directly-Operated Bus	228	231	3
MTS Contracted Fixed-Route Bus	282	279	(3)
Demand-Responsive	155	159	4
MTS Rail	96	96	0

NOTES: All buses services peak vehicle requirement, remained largely the same. Trolley's peak car requirement remained consistent between FY15 and FY16. MTS Access' peak vehicle requirement has grown significantly over the past three years, mirroring large increases in ridership.

In-Service Speeds (MPH) (Weekday)

Operator	Jan. 2015	Jan. 2016	% Change FY15-FY16
MTS Directly-Operated Bus	14.7	14.6	-0.5%
MTS Contracted Fixed-Route Bus	13.9	13.7	-1.4%
MTS Rail	20.9	20.9	0.0%

NOTES: In-service speeds have remained relatively flat year-over-year.

In-Service/Total Miles

The 'in-service miles per total miles' ratio is only calculated for MTS in-house operations, as contractors are responsible for bus and driver assignments (runcutting) for MTS Contract Services.

Operator	Jan. 2015	Jan. 2016	% Change FY15-FY16
MTS Directly-Operated Bus	85.4%	85.4%	0.1%
MTS Contracted Fixed-Route Bus	N/A	N/A	N/A
MTS Rail	99.3%	99.3%	0.0%

NOTES: Ratios have remained stable over the two service periods reported for MTS Directly-Operated Bus and MTS Trolley operations.

In-Service/Total Hours

As with the mileage statistic, 'in-service hours' per total hours are only calculated for MTS in-house operations.

Operator	Jan. 2015	Jan. 2016	% Change FY15-FY16
MTS Directly-Operated Bus	75.3%	75.0%	-0.4%
MTS Contracted Fixed-Route Bus	N/A	N/A	N/A
MTS Rail	86.8%	85.4%	-1.4%

NOTES: Efficiency of scheduling has kept the ratio generally consistent over time, with only a minor change from FY15 to FY16.

San Diego Metropolitan Transit System
POLICY 42 TITLE VI MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 1 of 3

Att. A, AI 45, 6/9/16
DATE: 5/3/16

Title VI Compliance

The indicators below are required by the FTA to be monitored by and reported to the MTS Board. They measure the quantity and quality of service that MTS provides to minority and non-minority populations, as defined in FTA Circular 4702.1B (2012). The circular defines a minority route as, "**a route that has at least 1/3 of its total revenue mileage in a Census block or block group, or traffic analysis zone(s) with a percentage of minority population that exceeds the percentage of minority population in the transit service area.**"

Route Headway, On-Time Performance, and Passenger Load Factor

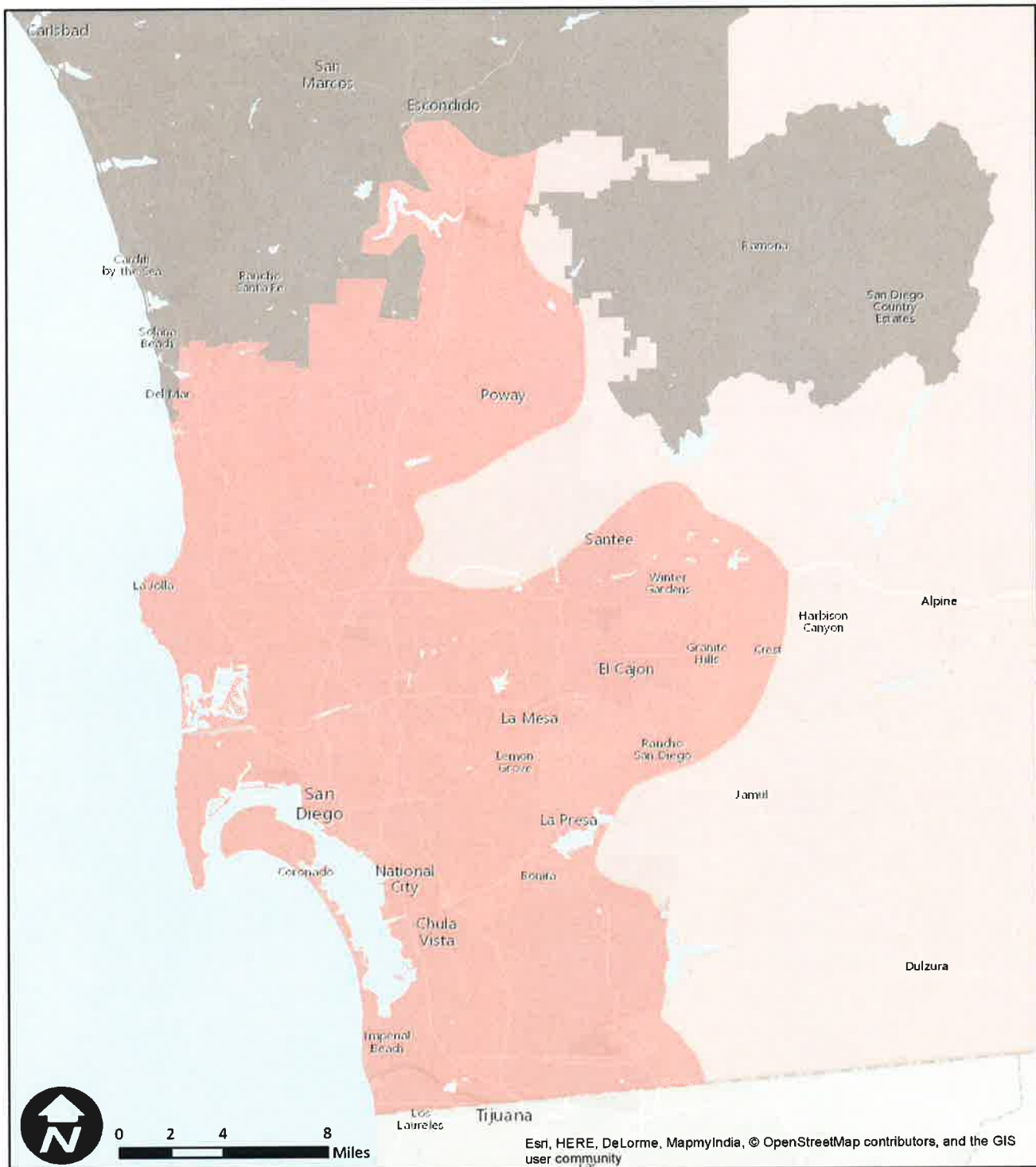
Category/ Route	Weekday Headway		Category/ Route	Weekday Headway		Category/ Route	Weekday Headway	
	Peak	Base		Peak	Base		Peak	Base
Rapid Express/Premium Express			Urban Frequent			Circulator		
Goal	30 min.	n/a	Goal	n/a	15 min.	Goal	n/a	60 min.
280	15	-	906/907	15	15	18	30	30
290	10	-	929	12	15	25	60	60
Express			932	15	15	83	60	60
Goal	30 min.	n/a	933/934	15	15	84	60	60
20	15/30	30	955	15	15	88	30	30
50	15/30	60	961	15	15	851	60	60
60	15/30	-	992	15	15	904	30	30
110	20	-	Urban Standard			964	30	30
150	15/30	30	Goal	n/a	30 min.	965	35-40	35-40
870	75	-	4	30	30	Circulator (SVCC) (Note 1)		
950	10/20	30	14	60	60	Goal	60 min.	n/a
Light Rail			27	30	30	972	~30	-
Goal	n/a	15 min.	28	30	30	973	~30	-
Blue	7.5	15	31	30	-	978	~30	-
Orange	15	15	35	15/30	30	979	~30	-
Green	15	15	105	30	30	Rural (Note 2)		
Silver	30	30	115	30	30	Goal	n/a	n/a
Rapid			703	-	60*	888	-	-
Goal	n/a	15 min.	704	30	30	891	-	-
201/202	10	15	705	30	30	892	-	-
204	15	15	707	60	60	894	-	-
215	10	15	815	30	30	(*) Route discontinued in FY16.		
235	15	30	816	30	30	Note 1: Routes 972, 973, 978, are 979 are timed to		
237	15/30	-	832	30	30	the COASTER schedule and wait for passengers		
Urban Frequent			833	30	30	to transfer from the COASTER. Trips with an		
Goal	n/a	15 min.	834	30	30	overflow of passengers use an additional standby		
1	15	15	848	30	30	bus located at the COASTER station.		
2	12	15	854	30	30	Note 2: Rural & Demand Response services have		
3	15	15	855	30	30	no specific Policy 42 goals for on-time		
5	15	15	856	30	30	performance, headway, or vehicle load.		
6	15	15	864	30	30			
7	6/12	12	871/872	30	30			
8	20	20	874/875	30	30			
9	20	20	905	15	30			
10	15	15	916/917	30	60			
11	15	15	921	30	30			
13	15	15	923	30	30			
30	15	15	928	30	30			
41	7.5/15	15	936	30	30			
44	7.5/15	15	944	30	30			
120	15	15	945	30	30			
701	15	15	962	30	30			
709	15	15	963	30	30			
712	15	15	967	60	60			
901	15	30	968	60	60			

San Diego Metropolitan Transit System
POLICY 42 TITLE VI MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 2 of 3

Service Availability		
Goal	Actual	
80% of residents or jobs within 1/2 mile of a bus stop or rail station in urban area	% of residents within 1/2 mile of a 94.0%	% of jobs within 1/2 mile of a bus stop or rail station in urban areas: 90.5%
100% of suburban residences within 5 miles of a bus stop or rail station.	% of suburban residents within 5 miles 99.9%	
One return trip at least 2 days/week to destinations from rural villages (defined as Lakeside and Alpine).	Available Service: Route 848 serves Lakeside seven days a week and Route 864 serves Alpine seven days a week.	

See attached map entitled 'Metropolitan Transit System Area of Jurisdiction.'

San Diego Metropolitan Transit System
POLICY 42 TITLE VI MONITORING REPORT
FY 2016: JULY 2015 - MARCH 2016
Page 3 of 3



MTS Area of Jurisdiction
October 2015

- MTS Service Area**
- MTS Rural Service Area**
- NCTD Service Area**



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

Agenda Item No. 46

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR MARCH 2016 (LARRY MARINESI)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

This report summarizes the year-to-date operating results for March 2016 compared to the fiscal year (FY) 2016 amended budget for San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for March 2016. Attachment A-2 details the March 2016 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides March 2016 results for MTS's other activities (Taxicab/San Diego and Arizona Eastern Railway Company).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending March 2016, MTS's net-operating income favorable variance totaled \$575,000 (0.5%). Operations produced a \$67,000 (-0.1%) unfavorable variance and the administrative/other activities areas were favorable by \$642,000.

MTS COMBINED RESULTS

Revenues. Year-to-date combined revenues through March 2016 were \$84,415,000, compared to the year-to-date budget of \$84,658,000, representing a \$243,000 (-0.3%) unfavorable variance.



Expenses. Year-to-date combined expenses through March 2016 were \$192,678,000, compared to the budget of \$193,497,000, resulting in an \$819,000 (0.4%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$91,403,000, compared to a budgetary figure of \$91,679,000, producing a favorable variance of \$276,000 (0.3%).

Outside Services and Purchased Transportation. Total outside services for the first nine months of the fiscal year totaled \$68,763,000, compared to a budget of \$69,027,000, resulting in a favorable variance of \$265,000 (0.4%).

Materials and Supplies. Total year-to-date materials and supplies expenses were \$7,365,000, compared to a budgetary figure of \$7,388,000, resulting in a favorable variance of \$23,000 (0.3%).

Energy. Total year-to-date energy costs were \$19,340,000, compared to the budget of \$19,700,000 resulting in a favorable variance of \$360,000 (1.8%).

Risk Management. Total year-to-date expenses for risk management were \$2,716,000, compared to the budget of \$2,858,000, resulting in a favorable variance totaling \$141,000 (4.9%).

General and Administrative. The year-to-date general and administrative costs, including vehicle and facilities leases, were \$3,092,000 through March 2016, compared to a budget of \$2,845,000, resulting in an unfavorable variance of \$247,000 (-8.7%).

YEAR-TO-DATE SUMMARY

The March 2016 year-to-date net-operating income totaled a favorable variance of \$575,000 (0.5%). These factors include favorable variances in personnel costs, outside services, materials and supplies, energy and risk management; partially offset by unfavorable variances in operating revenue and general and administrative costs.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MTS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 73,437	\$ 74,293	\$ (855)	-1.2%
Other Revenue	10,978	10,366	612	5.9%
Total Operating Revenue	\$ 84,415	\$ 84,658	\$ (243)	-0.3%
Personnel costs	\$ 91,403	\$ 91,679	\$ 276	0.3%
Outside services	68,763	69,027	265	0.4%
Transit operations funding	-	-	-	-
Materials and supplies	7,365	7,388	23	0.3%
Energy	19,340	19,700	360	1.8%
Risk management	2,716	2,858	141	4.9%
General & administrative	2,167	1,919	(248)	-12.9%
Vehicle/facility leases	925	926	1	0.2%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	0	0	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 192,678	\$ 193,497	\$ 819	0.4%
Operating income (loss)	\$ (108,263)	\$ (108,838)	\$ 575	0.5%
Total public support and nonoperating revenues	(19,987)	(19,384)	(604)	3.1%
Income (loss) before capital contributions	\$ (128,250)	\$ (128,222)	\$ (28)	0.0%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CONSOLIDATED OPERATIONS
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 73,437	\$ 74,293	\$ (855)	-1.2%
Other Revenue	580	557	22	4.0%
Total Operating Revenue	\$ 74,017	\$ 74,850	\$ (833)	-1.1%
Personnel costs	\$ 76,771	\$ 77,075	\$ 303	0.4%
Outside services	56,617	56,841	224	0.4%
Transit operations funding	-	-	-	-
Materials and supplies	7,398	7,377	(21)	-0.3%
Energy	18,794	19,146	351	1.8%
Risk management	2,417	2,571	154	6.0%
General & administrative	370	132	(238)	-179.8%
Vehicle/facility leases	784	776	(8)	-1.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	24,099	24,099	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 187,250	\$ 188,016	\$ 766	0.4%
Operating income (loss)	\$ (113,233)	\$ (113,167)	\$ (67)	-0.1%
Total public support and nonoperating revenues	(811)	(617)	(194)	31.4%
Income (loss) before capital contributions	\$ (114,044)	\$ (113,784)	\$ (260)	0.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 19,357	\$ 19,568	\$ (211)	-1.1%
Other Revenue	2	2	(1)	-33.6%
Total Operating Revenue	\$ 19,359	\$ 19,570	\$ (211)	-1.1%
Personnel costs	\$ 51,447	\$ 51,587	\$ 140	0.3%
Outside services	1,210	1,140	(70)	-6.1%
Transit operations funding	-	-	-	-
Materials and supplies	3,450	3,512	61	1.7%
Energy	4,288	4,413	125	2.8%
Risk management	1,300	1,379	80	5.8%
General & administrative	186	83	(103)	-124.9%
Vehicle/facility leases	326	317	(9)	-2.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	9,707	9,707	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 71,913	\$ 72,138	\$ 224	0.3%
Operating income (loss)	\$ (52,554)	\$ (52,567)	\$ 13	0.0%
Total public support and nonoperating revenues	(769)	(789)	20	-2.5%
Income (loss) before capital contributions	\$ (53,324)	\$ (53,356)	\$ 32	-0.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 31,203	\$ 31,514	\$ (311)	-1.0%
Other Revenue	580	555	25	4.5%
Total Operating Revenue	\$ 31,783	\$ 32,069	\$ (286)	-0.9%
Personnel costs	\$ 24,793	\$ 24,880	\$ 87	0.3%
Outside services	3,600	3,730	130	3.5%
Transit operations funding	-	-	-	-
Materials and supplies	3,922	3,837	(85)	-2.2%
Energy	8,388	8,410	22	0.3%
Risk management	1,106	1,180	74	6.3%
General & administrative	87	34	(53)	-155.1%
Vehicle/facility leases	242	241	(1)	-0.5%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	12,878	12,878	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 55,016	\$ 55,189	\$ 172	0.3%
Operating income (loss)	\$ (23,233)	\$ (23,120)	\$ (113)	-0.5%
Total public support and nonoperating revenues	(170)	-	(170)	-
Income (loss) before capital contributions	\$ (23,403)	\$ (23,120)	\$ (284)	1.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
MULTIMODAL OPERATIONS (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 21,073	\$ 21,397	\$ (324)	-1.5%
Other Revenue	(2)	-	(2)	-
Total Operating Revenue	\$ 21,071	\$ 21,397	\$ (326)	-1.5%
Personnel costs	\$ 259	\$ 320	\$ 61	19.0%
Outside services	39,851	39,849	(2)	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	26	29	3	10.6%
Energy	4,460	4,563	103	2.2%
Risk management	-	-	-	-
General & administrative	2	5	2	52.5%
Vehicle/facility leases	6	9	3	32.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	1,125	1,125	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 45,730	\$ 45,899	\$ 169	0.4%
Operating income (loss)	\$ (24,659)	\$ (24,502)	\$ (157)	-0.6%
Total public support and nonoperating revenues	3	-	3	-
Income (loss) before capital contributions	\$ (24,656)	\$ (24,502)	\$ (154)	0.6%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
MULTIMODAL OPERATIONS (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 1,804	\$ 1,813	\$ (10)	-0.5%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 1,804	\$ 1,813	\$ (10)	-0.5%
Personnel costs	\$ 84	\$ 100	\$ 16	15.7%
Outside services	11,700	11,816	116	1.0%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	1,658	1,760	102	5.8%
Risk management	11	11	-	0.0%
General & administrative	94	11	(84)	-787.3%
Vehicle/facility leases	210	210	(0)	0.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	389	389	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 14,147	\$ 14,297	\$ 150	1.0%
Operating income (loss)	\$ (12,343)	\$ (12,484)	\$ 140	1.1%
Total public support and nonoperating revenues	-	-	-	-
Income (loss) before capital contributions	\$ (12,343)	\$ (12,484)	\$ 140	-1.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CORONADO FERRY
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	100	150	50	33.3%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	-
Depreciation	-	-	-	-
Total Operating Expenses	\$ 100	\$ 150	\$ 50	33.3%
Operating income (loss)	\$ (100)	\$ (150)	\$ 50	33.3%
Total public support and nonoperating revenues	126	200	(74)	-36.9%
Income (loss) before capital contributions	\$ 26	\$ 50	\$ (24)	-47.8%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
ADMINISTRATION
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ (0)	\$ -	\$ (0)	-
Other Revenue	8,454	7,758	696	9.0%
Total Operating Revenue	\$ 8,454	\$ 7,758	\$ 696	9.0%
Personnel costs	\$ 13,947	\$ 13,892	\$ (55)	-0.4%
Outside services	12,081	12,097	16	0.1%
Transit operations funding	-	-	-	-
Materials and supplies	(34)	8	42	518.3%
Energy	537	545	8	1.4%
Risk management	288	276	(13)	-4.6%
General & administrative	1,705	1,703	(1)	-0.1%
Vehicle/facility leases	129	138	9	6.4%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	(24,253)	(24,253)	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 4,400	\$ 4,406	\$ 5	0.1%
Operating income (loss)	\$ 4,054	\$ 3,352	\$ 701	-20.9%
Total public support and nonoperating revenues	(18,984)	(18,767)	(217)	1.2%
Income (loss) before capital contributions	\$ (14,931)	\$ (15,414)	\$ 484	-3.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OTHER ACTIVITIES
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2016
MARCH 31, 2016
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	1,944	2,050	(106)	-5.2%
Total Operating Revenue	\$ 1,944	\$ 2,050	\$ (106)	-5.2%
Personnel costs	\$ 685	\$ 712	\$ 28	3.9%
Outside services	64	89	25	28.4%
Transit operations funding	-	-	-	-
Materials and supplies	0	2	2	88.4%
Energy	9	10	1	10.2%
Risk management	11	11	0	3.9%
General & administrative	92	83	(9)	-11.3%
Vehicle/facility leases	12	12	0	1.5%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	154	154	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 1,027	\$ 1,074	\$ 47	4.4%
Operating income (loss)	\$ 917	\$ 976	\$ (59)	6.1%
Total public support and nonoperating revenues	(193)	-	(193)	-
Income (loss) before capital contributions	\$ 724	\$ 976	\$ (252)	-25.8%



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

Agenda Item No. 61

Chief Executive Officer's Report

June 9, 2016

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 May 4, 2016 through May 31, 2016.

*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.



Purchase Orders

PO Number	Date	Organization	Subject	Amount
4400000029	5/6/2016	W.W. Grainger Inc	M200-YARD FACILITIES	166.79
4400000030	5/6/2016	W.W. Grainger Inc	F190-LANDSCAPING MAT'LS	166.15
4400000031	5/6/2016	W.W. Grainger Inc	F180-BUILDING MATERIALS	103.83
4400000032	5/10/2016	Mcmaster-Carr Supply Co	G150-FASTENERS	28.71
4400000033	5/10/2016	Kaman Industrial Technologies	F200-TANK EQUIPMENT	51.09
4400000034	5/11/2016	W.W. Grainger Inc	G200-OFFICE SUPPLIES	34.85
4400000035	5/12/2016	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	220.05
4400000036	5/13/2016	W.W. Grainger Inc	B250-BUS REPAIR PARTS	196.98
4400000037	5/17/2016	W.W. Grainger Inc	T110-TRACK, RAIL	29.98
4400000038	5/17/2016	W.W. Grainger Inc	F180-BUILDING MATERIALS	74.53
4400000039	5/17/2016	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	44.72
4400000040	5/23/2016	Mcmaster-Carr Supply Co	G150-FASTENERS	27.67
4400000041	5/27/2016	W.W. Grainger Inc	F160-BLDG HVAC EQUIP	43.20
4400000042	5/27/2016	W.W. Grainger Inc	B250-BUS REPAIR PARTS	118.48
4400000043	5/27/2016	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	246.78
4400000044	5/31/2016	Mcmaster-Carr Supply Co	F180-BUILDING MATERIALS	247.83
4500004268	5/4/2016	Transdev Services Inc	T110-TRACK, RAIL	9,816.11
4500004279	5/4/2016	Southern Counties Lubricants LLC	G170-LUBRICANTS	16,679.52
4500004280	5/4/2016	Southern Counties Lubricants LLC	A120-AUTO/TRUCK GASOLINE	16,180.04
4500004282	5/4/2016	Southern Counties Lubricants LLC	G170-LUBRICANTS	3,088.80
4500004283	5/4/2016	TK Services Inc	P190-REV VEHICLE REPAIRS	326.33
4500004284	5/4/2016	Allied Refrigeration Inc	R230-RAIL/LRV MECHANICAL	914.63
4500004285	5/4/2016	Santee Collision Center	G120-SECURITY	4,243.70
4500004286	5/4/2016	Professional Contractors Supplies	G160-PAINTS & CHEMICALS	81.51
4500004287	5/4/2016	Sid Tool Co	R220-RAIL/LRV TRUCKS	3,764.12
4500004288	5/4/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	1,913.33
4500004289	5/4/2016	Schunk Graphite Technology LLC	R220-RAIL/LRV TRUCKS	14,885.11
4500004290	5/4/2016	US Mobile Wireless	G300-GENERAL CAPITAL EQP	6,911.81
4500004291	5/4/2016	Kaman Industrial Technologies	G140-SHOP SUPPLIES	77.44
4500004292	5/4/2016	El Cajon Flying Service	G140-SHOP SUPPLIES	53.79
4500004293	5/4/2016	Reid And Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	325.29
4500004294	5/4/2016	Decals By Design Inc	R120-RAIL/LRV CAR BODY	205.03
4500004295	5/4/2016	Pacific Coast Air Tools & Supply In	G130-SHOP TOOLS	114.44
4500004296	5/4/2016	Western Sierras Inc	M120-OVRHEAD CATENARY SYS	289.13
4500004297	5/4/2016	Kaman Industrial Technologies	G130-SHOP TOOLS	834.79
4500004298	5/4/2016	OneSource Distributors, LLC	G270-ELECTRICAL/LIGHTING	848.25
4500004299	5/4/2016	Home Depot USA Inc	G180-JANITORIAL SUPPLIES	409.85
4500004300	5/4/2016	Professional Contractors Supplies	G130-SHOP TOOLS	25.05
4500004301	5/4/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,726.20
4500004302	5/4/2016	R.S. Hughes Co Inc	G190-SAFETY/MED SUPPLIES	265.51
4500004303	5/4/2016	Siemens Industry Inc	R220-RAIL/LRV TRUCKS	975.24
4500004304	5/4/2016	FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	2,035.59
4500004305	5/4/2016	Annex San Diego #1 Inc	F120-BUS/LRV PAINT BOOTHS	130.02
4500004306	5/4/2016	Stotz Equipment	A110-AUTO/TRUCK TIRES	327.62
4500004307	5/4/2016	Chromate Industrial Corporation	G150-FASTENERS	74.52
4500004308	5/4/2016	Voith Turbo Inc	R160-RAIL/LRV ELECTRICAL	99.36
4500004309	5/5/2016	Erica Farrar	P230-BUS/LRV INSPECTIONS	21,560.00
4500004310	5/5/2016	Western Lift Inc	F110-SHOP/BLDG MACHINERY	162.00
4500004311	5/5/2016	TK Services Inc	P190-REV VEHICLE REPAIRS	60.69
4500004312	5/5/2016	Industrial Maintenance Supply LLC	G150-FASTENERS	48.95
4500004313	5/5/2016	Valley Power Systems Inc	B200-BUS PWR TRAIN EQUIP	282.75
4500004314	5/5/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	17,610.32
4500004315	5/5/2016	CDW LLC	I110-INFORMATION TECH	434.33
4500004316	5/5/2016	HI-TEC Enterprises	R120-RAIL/LRV CAR BODY	672.31
4500004317	5/5/2016	R.B. Hornberger Co Inc	M150-PWR SWITCHES/LOCKS	1,058.40

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004318	5/5/2016	Robcar Corporation	G110-BUS/TROLLEY SIGNAGE	635.25
4500004319	5/5/2016	Daniels Tire Service	A140-AUTO/TRUCK REPAIR	795.58
4500004320	5/5/2016	JKL Cleaning Systems	P130-EQUIP MAINT REPR SVC	1,109.29
4500004321	5/5/2016	Vinyard Doors	P120-BLDG/FACILITY REPRS	950.00
4500004322	5/5/2016	Supreme Oil Company	B180-BUS DIESEL	18,000.15
4500004323	5/5/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,732.37
4500004324	5/5/2016	Newark Corporation	M140-WAYSIDE SIGNALS	463.71
4500004325	5/6/2016	Capital One National Association	G200-OFFICE SUPPLIES	1,670.98
4500004327	5/6/2016	Willy's Electronic Supply Co	M130-CROSSING MECHANISM	102.18
4500004328	5/6/2016	West-Lite Supply Co Inc	M180-STATION ELECTRICAL	121.72
4500004329	5/6/2016	Rack-it Car Racks, Inc	P210-NON-REV VEH REPAIRS	567.00
4500004330	5/6/2016	Machinex, Inc.	R140-RAIL/LRV DOORS/RAMP	1,555.20
4500004331	5/6/2016	Airgas Inc	G140-SHOP SUPPLIES	111.98
4500004332	5/6/2016	Byrne Doughty Mgt Corp	G200-OFFICE SUPPLIES	2,996.02
4500004333	5/6/2016	Raphael's Party Rentals Inc	G200-OFFICE SUPPLIES	857.46
4500004334	5/6/2016	Wesco Distribution Inc	G270-ELECTRICAL/LIGHTING	73.86
4500004335	5/6/2016	Westinghouse Air Brake	R160-RAIL/LRV ELECTRICAL	3,521.12
4500004336	5/6/2016	DISCcert Inc	P490-MANAGEMENT TRAINING	2,550.00
4500004337	5/6/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	384.98
4500004338	5/6/2016	Denlo Inc	G140-SHOP SUPPLIES	248.30
4500004339	5/6/2016	Janek Corporation	B130-BUS BODY	321.88
4500004340	5/6/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	32.44
4500004341	5/6/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,292.12
4500004342	5/6/2016	Sherwin Williams Company	B130-BUS BODY	1,644.21
4500004343	5/6/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	17,252.75
4500004344	5/6/2016	Wetmore's	B140-BUS CHASSIS	1,836.00
4500004345	5/6/2016	New Flyer Industries Canada ULC	B200-BUS PWR TRAIN EQUIP	2,884.38
4500004346	5/6/2016	Mohawk Mfg & Supply Co	B160-BUS ELECTRICAL	100.60
4500004347	5/6/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	72.47
4500004348	5/6/2016	Kaman Industrial Technologies	G140-SHOP SUPPLIES	1,871.89
4500004349	5/6/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	2,534.88
4500004350	5/6/2016	Norman Industrial Materials	P190-REV VEHICLE REPAIRS	829.92
4500004351	5/6/2016	Airgas Inc	G140-SHOP SUPPLIES	1,043.59
4500004352	5/6/2016	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	93.96
4500004353	5/6/2016	Valley Power Systems Inc	B200-BUS PWR TRAIN EQUIP	151.83
4500004354	5/6/2016	Muncie Transit Supply	B200-BUS PWR TRAIN EQUIP	771.28
4500004355	5/6/2016	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	244.01
4500004356	5/6/2016	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	592.34
4500004357	5/6/2016	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	96.05
4500004358	5/6/2016	NABI Parts LLC	B200-BUS PWR TRAIN EQUIP	517.03
4500004359	5/6/2016	APTA	P450-PERSONNEL SVCS	2,400.00
4500004360	5/6/2016	Cintas Corporation No 2	P280-GENERAL SVC AGRMNTS	316.15
4500004361	5/6/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,708.40
4500004362	5/6/2016	Harbor Diesel & Equipment	B120-BUS MECHANICAL PARTS	890.45
4500004363	5/6/2016	Robert Costanzo	B140-BUS CHASSIS	130.23
4500004364	5/6/2016	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	326.33
4500004365	5/6/2016	Gillig LLC	B140-BUS CHASSIS	354.48
4500004366	5/6/2016	Prudential Overall Supply	G140-SHOP SUPPLIES	421.20
4500004367	5/6/2016	Eaton Corporation	B200-BUS PWR TRAIN EQUIP	23.91
4500004368	5/9/2016	Tri-Signal Integration Inc	F110-SHOP/BLDG MACHINERY	204.56
4500004369	5/9/2016	Ace Uniforms & Accessories	G120-SECURITY	295.53
4500004370	5/9/2016	Mohawk Mfg & Supply Co	B120-BUS MECHANICAL PARTS	3.10
4500004371	5/9/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,646.06
4500004372	5/9/2016	Educational Services Inc	P310-ADVERTISING SERVICES	595.00
4500004373	5/9/2016	New Flyer Industries Canada ULC	B130-BUS BODY	560.10

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004374	5/9/2016	Pacific Flexible Metal Hose Co	B200-BUS PWR TRAIN EQUIP	30.24
4500004375	5/9/2016	Muncie Transit Supply	B130-BUS BODY	584.55
4500004376	5/9/2016	S&A Systems Inc	F110-SHOP/BLDG MACHINERY	1,094.59
4500004377	5/9/2016	Steven Timme	G110-BUS/TROLLEY SIGNAGE	336.44
4500004378	5/9/2016	Siemens Industry Inc	R120-RAIL/LRV CAR BODY	1,425.60
4500004379	5/9/2016	Kaman Industrial Technologies	G130-SHOP TOOLS	1,212.15
4500004380	5/9/2016	Sid Tool Co	G130-SHOP TOOLS	83.78
4500004381	5/9/2016	Meeting Services Inc	G200-OFFICE SUPPLIES	456.00
4500004382	5/9/2016	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	547.50
4500004383	5/9/2016	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	590.00
4500004384	5/9/2016	W.W. Grainger Inc	M110-SUB STATION	1,861.96
4500004385	5/9/2016	W.W. Grainger Inc	G130-SHOP TOOLS	82.63
4500004386	5/9/2016	CDW LLC	G290-FARE REVENUE EQUIP	122.80
4500004387	5/9/2016	BCP Systems Inc	G290-FARE REVENUE EQUIP	321.03
4500004388	5/9/2016	Office Solutions	G200-OFFICE SUPPLIES	407.83
4500004389	5/9/2016	Professional Contractors Supplies	G140-SHOP SUPPLIES	342.51
4500004390	5/9/2016	Werth Sanitary Supply Co Inc	G170-LUBRICANTS	320.76
4500004391	5/9/2016	P & R Paper Supply Company Inc	G180-JANITORIAL SUPPLIES	608.62
4500004392	5/9/2016	Thompson Building Materials	R230-RAIL/LRV MECHANICAL	2,569.11
4500004393	5/9/2016	Culligan of San Diego	G140-SHOP SUPPLIES	2,268.00
4500004394	5/9/2016	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	134.47
4500004395	5/9/2016	American Battery Corporation	G140-SHOP SUPPLIES	808.73
4500004396	5/9/2016	Home Depot USA Inc	G180-JANITORIAL SUPPLIES	909.96
4500004397	5/9/2016	Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	15,618.00
4500004398	5/9/2016	Kaman Industrial Technologies	B140-BUS CHASSIS	1,170.96
4500004399	5/9/2016	Gillig LLC	B130-BUS BODY	2,288.71
4500004400	5/9/2016	Jeyco Products Inc	G130-SHOP TOOLS	213.95
4500004401	5/9/2016	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	1,117.19
4500004402	5/9/2016	The Truck Lighthouse	B160-BUS ELECTRICAL	25.92
4500004403	5/9/2016	Holland LP	P280-GENERAL SVC AGRMNTS	19,000.00
4500004404	5/9/2016	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	783.02
4500004406	5/9/2016	Staples Contract & Commercial Inc	G210-OFFICE FURNITURE	202.27
4500004407	5/9/2016	Soco Group Inc	G170-LUBRICANTS	6,717.60
4500004409	5/9/2016	Western Lift Inc	F110-SHOP/BLDG MACHINERY	398.54
4500004410	5/9/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	40.37
4500004411	5/9/2016	Kearny Pearson Ford	B250-BUS REPAIR PARTS	410.00
4500004412	5/9/2016	Western Lift Inc	F110-SHOP/BLDG MACHINERY	539.47
4500004413	5/9/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	116.64
4500004414	5/10/2016	San Diego Community College Distric	G230-PRINTED MATERIALS	279.25
4500004415	5/10/2016	Citywide Auto Glass Inc	B130-BUS BODY	6,652.80
4500004416	5/10/2016	Kidde Technologies Inc	B200-BUS PWR TRAIN EQUIP	2,952.43
4500004417	5/10/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,690.24
4500004418	5/10/2016	Soco Group Inc	F110-SHOP/BLDG MACHINERY	2,346.00
4500004419	5/10/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	446.26
4500004420	5/10/2016	San Diego Community College Distric	G190-SAFETY/MED SUPPLIES	1,210.00
4500004421	5/10/2016	New Flyer Industries Canada ULC	B140-BUS CHASSIS	2,397.84
4500004422	5/10/2016	Tribologik Corporation	G140-SHOP SUPPLIES	1,377.00
4500004423	5/10/2016	Rockwest Technology Group Inc	I120-INFO TECH, SVCS	72.64
4500004424	5/10/2016	Learfield Communications Inc	P310-ADVERTISING SERVICES	11,000.00
4500004425	5/10/2016	Mandel Himelstein	P350-OTHER LEGAL	875.00
4500004427	5/10/2016	Ridout Plastics Co Inc	G290-FARE REVENUE EQUIP	313.20
4500004428	5/10/2016	Siemens Industry Inc	R230-RAIL/LRV MECHANICAL	188.34
4500004429	5/10/2016	Airgas Inc	G190-SAFETY/MED SUPPLIES	118.59
4500004430	5/10/2016	Veolia Transportation	C120-SPECIALTY CONTRACTOR	882.21
4500004431	5/10/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,664.55

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004432	5/10/2016	NABI Parts LLC	B110-BUS HVAC SYSTEMS	1,062.28
4500004433	5/10/2016	United Refrigeration Inc	B110-BUS HVAC SYSTEMS	661.53
4500004434	5/10/2016	NABI Parts LLC	B250-BUS REPAIR PARTS	428.19
4500004435	5/10/2016	XpressMyself.com	G230-PRINTED MATERIALS	1,257.50
4500004436	5/10/2016	Sherwin Williams Company	B130-BUS BODY	1,078.11
4500004437	5/10/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	2,946.58
4500004438	5/10/2016	R.B. Hornberger Co Inc	T110-TRACK, RAIL	890.34
4500004440	5/10/2016	Chromate Industrial Corporation	G150-FASTENERS	407.71
4500004441	5/10/2016	Bocks Awards Inc	P480-EE MAINTENANCE	46,854.00
4500004442	5/11/2016	Gillig LLC	B250-BUS REPAIR PARTS	356.82
4500004443	5/11/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	182.77
4500004444	5/11/2016	Eran Hason	P120-BLDG/FACILITY REPRS	145.00
4500004445	5/11/2016	Kenneth Place	F190-LANDSCAPING MAT'LS	86.35
4500004446	5/11/2016	Daniels Tire Service	A140-AUTO/TRUCK REPAIR	795.62
4500004447	5/11/2016	New Flyer Industries Canada ULC	B250-BUS REPAIR PARTS	1,311.94
4500004448	5/11/2016	APD Incorporated	B130-BUS BODY	43.22
4500004449	5/11/2016	San Diego Community College Distric	C120-SPECIALTY CONTRACTOR	454.04
4500004450	5/11/2016	Gillig LLC	B120-BUS MECHANICAL PARTS	2,916.21
4500004451	5/11/2016	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	643.22
4500004452	5/11/2016	AxleTech LLC	B140-BUS CHASSIS	444.00
4500004453	5/11/2016	Genuine Parts Co	G170-LUBRICANTS	2,275.52
4500004454	5/11/2016	Buswest LLC	B130-BUS BODY	2,382.95
4500004455	5/11/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,917.51
4500004456	5/11/2016	Neopart	B140-BUS CHASSIS	2,198.01
4500004457	5/11/2016	TK Services Inc	P190-REV VEHICLE REPAIRS	186.53
4500004458	5/11/2016	Citywide Auto Glass Inc	P190-REV VEHICLE REPAIRS	212.15
4500004459	5/11/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,701.54
4500004460	5/11/2016	Comfort Mechanical Inc	M180-STATION ELECTRICAL	400.00
4500004461	5/11/2016	Simplexgrinnell LP	M190-SDSU ELECTRICAL	520.00
4500004462	5/11/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	17,610.32
4500004463	5/12/2016	Mandli Communications Inc	I110-INFORMATION TECH	17,000.00
4500004464	5/12/2016	Ace Uniforms & Accessories	G240-UNIFORM PROCUREMENT	742.78
4500004465	5/12/2016	CDW LLC	I110-INFORMATION TECH	214.63
4500004466	5/12/2016	Capital One National Association	G200-OFFICE SUPPLIES	308.12
4500004467	5/12/2016	UniFirst Corporation	C120-SPECIALTY CONTRACTOR	608.50
4500004468	5/12/2016	CDW LLC	I110-INFORMATION TECH	71,171.04
4500004469	5/12/2016	All The King's Flags	G230-PRINTED MATERIALS	614.37
4500004470	5/12/2016	EtherWAN Systems Inc	I110-INFORMATION TECH	1,532.00
4500004471	5/12/2016	Professional Contractors Supplies	G180-JANITORIAL SUPPLIES	115.38
4500004472	5/12/2016	Daniels Tire Service	A110-AUTO/TRUCK TIRES	397.81
4500004473	5/12/2016	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	83.27
4500004474	5/12/2016	Staples Contract & Commercial Inc	G180-JANITORIAL SUPPLIES	145.80
4500004475	5/12/2016	Home Depot USA Inc	F180-BUILDING MATERIALS	92.39
4500004476	5/12/2016	Reid And Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	278.64
4500004477	5/12/2016	Chromate Industrial Corporation	G140-SHOP SUPPLIES	4,931.51
4500004478	5/12/2016	FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	2,452.20
4500004479	5/12/2016	Recaro North America Inc	G150-FASTENERS	419.04
4500004480	5/12/2016	Culligan of San Diego	G140-SHOP SUPPLIES	2,100.00
4500004481	5/12/2016	Office Depot	G200-OFFICE SUPPLIES	251.68
4500004482	5/12/2016	Mythics Inc	I110-INFORMATION TECH	5,195.13
4500004483	5/12/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,707.71
4500004484	5/12/2016	Quality Technology Services Inc	I120-INFO TECH, SVCS	626.07
4500004485	5/12/2016	Christopher O'Connell	P310-ADVERTISING SERVICES	1,000.00
4500004486	5/12/2016	Kaman Industrial Technologies	F110-SHOP/BLDG MACHINERY	54.60
4500004487	5/12/2016	Airgas Inc	G190-SAFETY/MED SUPPLIES	44.13

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004488	5/12/2016	HI-TEC Enterprises	R120-RAIL/LRV CAR BODY	2,447.55
4500004489	5/12/2016	California Sheet Metal Works	R240-RAIL/LRV REPR PARTS	13,800.00
4500004490	5/12/2016	Latina & Associates Inc.	P310-ADVERTISING SERVICES	1,876.00
4500004491	5/12/2016	The Filipino Press, Inc.	P310-ADVERTISING SERVICES	2,000.00
4500004492	5/12/2016	Grah Safe & Lock Inc	G290-FARE REVENUE EQUIP	447.32
4500004493	5/12/2016	W.W. Grainger Inc	M110-SUB STATION	1,973.37
4500004494	5/12/2016	Healy Newspapers	P310-ADVERTISING SERVICES	2,520.00
4500004495	5/12/2016	Eckenroth Publications, Inc.	P310-ADVERTISING SERVICES	994.00
4500004496	5/12/2016	Siemens Industry Inc	R170-RAIL/LRV HVAC	4,476.60
4500004497	5/12/2016	Vietnamese American Media Corp	P310-ADVERTISING SERVICES	700.00
4500004498	5/12/2016	San Diego Community News Network	P310-ADVERTISING SERVICES	1,712.00
4500004499	5/12/2016	Warren Communications Inc	P310-ADVERTISING SERVICES	2,925.50
4500004500	5/12/2016	Edward A. Verdugo	P310-ADVERTISING SERVICES	1,575.00
4500004501	5/12/2016	Edward A. Verdugo	P310-ADVERTISING SERVICES	2,100.00
4500004502	5/12/2016	San Diego Chinese Tribune	P310-ADVERTISING SERVICES	1,350.00
4500004503	5/12/2016	US Mobile Wireless	G220-OFFICE EQUIPMENT	865.74
4500004504	5/12/2016	Cummins Pacific LLC	F110-SHOP/BLDG MACHINERY	2,575.07
4500004505	5/12/2016	New Flyer Industries Canada ULC	B160-BUS ELECTRICAL	808.19
4500004506	5/12/2016	Prudential Overall Supply	G140-SHOP SUPPLIES	327.24
4500004507	5/12/2016	Home Depot USA Inc	G140-SHOP SUPPLIES	140.40
4500004508	5/12/2016	Barry Sandler Enterprises	G180-JANITORIAL SUPPLIES	1,023.84
4500004509	5/12/2016	Gillig LLC	P190-REV VEHICLE REPAIRS	753.63
4500004510	5/12/2016	Soco Group Inc	B180-BUS DIESEL	20,125.00
4500004511	5/12/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	2,252.89
4500004512	5/12/2016	Ismael Frausto	R120-RAIL/LRV CAR BODY	557.89
4500004513	5/12/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	207.91
4500004514	5/12/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	446.26
4500004515	5/13/2016	Charlie Shoaf	P310-ADVERTISING SERVICES	400.00
4500004516	5/13/2016	Urban Corps of San Diego County	P290-LANDSCAPING SERVICES	1,170.00
4500004517	5/13/2016	NABI Parts LLC	B250-BUS REPAIR PARTS	1,290.91
4500004518	5/13/2016	David Bueltel	G230-PRINTED MATERIALS	454.00
4500004519	5/13/2016	Simplexgrinnell LP	M190-SDSU ELECTRICAL	12,886.00
4500004520	5/13/2016	Battery Systems Inc	F110-SHOP/BLDG MACHINERY	1,329.61
4500004521	5/13/2016	Machinex, Inc.	R160-RAIL/LRV ELECTRICAL	6,521.46
4500004522	5/13/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	1,083.90
4500004523	5/13/2016	R.S. Hughes Co Inc	G140-SHOP SUPPLIES	284.04
4500004524	5/13/2016	Siemens Industry Inc	R210-RAIL/LRV TIRES	78,494.40
4500004525	5/13/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	17,967.89
4500004526	5/13/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	17,967.89
4500004527	5/13/2016	M & M Plastics Inc	B130-BUS BODY	408.24
4500004528	5/13/2016	OPW Fueling Components	B200-BUS PWR TRAIN EQUIP	1,029.19
4500004529	5/13/2016	NABI Parts LLC	B140-BUS CHASSIS	1,296.52
4500004530	5/13/2016	San Diego Community College Distric	G230-PRINTED MATERIALS	3,354.92
4500004531	5/13/2016	Specialty Manufacturing Inc	B130-BUS BODY	612.15
4500004532	5/13/2016	San Diego Community College Distric	G190-SAFETY/MED SUPPLIES	2,150.00
4500004533	5/13/2016	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	997.92
4500004534	5/13/2016	Gillig LLC	B250-BUS REPAIR PARTS	206.07
4500004535	5/13/2016	Pape Material Handling	P210-NON-REV VEH REPAIRS	284.16
4500004536	5/13/2016	Wetmore's	B250-BUS REPAIR PARTS	1,598.40
4500004537	5/13/2016	Newark Corporation	G290-FARE REVENUE EQUIP	328.53
4500004538	5/13/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	1,081.99
4500004539	5/13/2016	Team One Repair Inc	G290-FARE REVENUE EQUIP	1,568.05
4500004540	5/13/2016	Airgas Inc	G140-SHOP SUPPLIES	161.69
4500004541	5/13/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	711.64
4500004542	5/13/2016	Allied Refrigeration Inc	G140-SHOP SUPPLIES	101.32

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004543	5/13/2016	Prochem Speciality Products Inc	G180-JANITORIAL SUPPLIES	951.59
4500004544	5/13/2016	Kearny Pearson Ford	B250-BUS REPAIR PARTS	316.44
4500004545	5/13/2016	Decals By Design Inc	R120-RAIL/LRV CAR BODY	510.84
4500004546	5/13/2016	W.W. Grainger Inc	P110-BLDG MAINTENANCE	122.46
4500004547	5/13/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,415.42
4500004548	5/13/2016	Byrne Doughty Mgt Corp	G200-OFFICE SUPPLIES	313.20
4500004549	5/16/2016	Home Depot USA Inc	G140-SHOP SUPPLIES	759.84
4500004550	5/16/2016	West-Lite Supply Co Inc	M140-WAYSIDE SIGNALS	2,269.63
4500004551	5/16/2016	All The King's Flags	M200-YARD FACILITIES	321.84
4500004552	5/16/2016	Applied Industrial Technologies-CA	G160-PAINTS & CHEMICALS	79.58
4500004553	5/16/2016	Allied Refrigeration Inc	M110-SUB STATION	111.20
4500004554	5/16/2016	FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	829.95
4500004555	5/16/2016	Airgas Inc	G140-SHOP SUPPLIES	91.10
4500004556	5/16/2016	Municipal Information Technology	I110-INFORMATION TECH	1,598.00
4500004557	5/16/2016	San Diego Plastics Inc	M180-STATION ELECTRICAL	872.43
4500004558	5/16/2016	General Information Systems Ltd	G120-SECURITY	1,019.15
4500004559	5/16/2016	Pressnet Express Inc	G230-PRINTED MATERIALS	1,782.00
4500004560	5/16/2016	Judith Alto	G230-PRINTED MATERIALS	162.00
4500004561	5/16/2016	JKL Cleaning Systems	P130-EQUIP MAINT REPR SVC	413.52
4500004562	5/16/2016	CDW LLC	I110-INFORMATION TECH	254.10
4500004563	5/16/2016	Janek Corporation	B250-BUS REPAIR PARTS	1,917.00
4500004564	5/16/2016	Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	179.58
4500004565	5/16/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	817.14
4500004566	5/16/2016	Gillig LLC	B250-BUS REPAIR PARTS	139.53
4500004567	5/16/2016	TK Services Inc	P190-REV VEHICLE REPAIRS	2,564.25
4500004568	5/16/2016	Mouser Electronics Inc	B250-BUS REPAIR PARTS	86.40
4500004569	5/16/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,689.21
4500004570	5/16/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	15,489.56
4500004571	5/16/2016	Industrial Maintenance Supply LLC	G150-FASTENERS	54.40
4500004572	5/16/2016	Gillig LLC	B130-BUS BODY	1,139.00
4500004573	5/16/2016	Gillig LLC	B160-BUS ELECTRICAL	1,810.59
4500004574	5/16/2016	W.W. Grainger Inc	G220-OFFICE EQUIPMENT	43.09
4500004575	5/16/2016	Marco's Canopies Inc	G140-SHOP SUPPLIES	1,399.68
4500004576	5/16/2016	Home Depot USA Inc	G140-SHOP SUPPLIES	274.74
4500004577	5/16/2016	Westair Gases & Equipment Inc	G140-SHOP SUPPLIES	244.50
4500004578	5/16/2016	Kent Global Systems Inc	G180-JANITORIAL SUPPLIES	2,520.21
4500004579	5/16/2016	Rockwest Technology Group Inc	I120-INFO TECH, SVCS	856.00
4500004580	5/17/2016	NABI Parts LLC	P190-REV VEHICLE REPAIRS	1,875.10
4500004581	5/17/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	84.24
4500004582	5/17/2016	CDW LLC	I110-INFORMATION TECH	2,806.88
4500004583	5/17/2016	Gillig LLC	B140-BUS CHASSIS	4,685.14
4500004584	5/17/2016	CDW LLC	I110-INFORMATION TECH	2,751.52
4500004585	5/17/2016	Golden State Supply LLC	G140-SHOP SUPPLIES	59.68
4500004586	5/17/2016	Cintas Corporation 2	G200-OFFICE SUPPLIES	707.86
4500004587	5/17/2016	Annex San Diego #1 Inc	F120-BUS/LRV PAINT BOOTHS	138.13
4500004588	5/17/2016	Professional Contractors Supplies	G160-PAINTS & CHEMICALS	163.03
4500004589	5/17/2016	West-Lite Supply Co Inc	M180-STATION ELECTRICAL	393.12
4500004590	5/17/2016	Home Depot USA Inc	F180-BUILDING MATERIALS	170.55
4500004591	5/17/2016	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	686.91
4500004592	5/17/2016	W.W. Grainger Inc	G140-SHOP SUPPLIES	2,927.02
4500004593	5/17/2016	Corodata Records Management Inc	I110-INFORMATION TECH	567.52
4500004594	5/17/2016	Quality Technology Services Inc	I110-INFORMATION TECH	1,345.02
4500004595	5/17/2016	Robcar Corporation	G190-SAFETY/MED SUPPLIES	216.00
4500004596	5/17/2016	Willy's Electronic Supply Co	M180-STATION ELECTRICAL	113.73
4500004597	5/17/2016	B Hepworth & Company Limited	R160-RAIL/LRV ELECTRICAL	59.94

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004599	5/17/2016	SHI International Corp	I110-INFORMATION TECH	75,478.47
4500004600	5/17/2016	DigitalPro, Inc.	G230-PRINTED MATERIALS	637.20
4500004601	5/17/2016	Kaman Industrial Technologies	P190-REV VEHICLE REPAIRS	51.54
4500004602	5/17/2016	Wetmore's	B140-BUS CHASSIS	412.82
4500004603	5/17/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,701.54
4500004604	5/17/2016	W.W. Grainger Inc	M110-SUB STATION	1,785.14
4500004605	5/17/2016	New Flyer Industries Canada ULC	B250-BUS REPAIR PARTS	1,278.53
4500004606	5/17/2016	Cummins Pacific LLC	B250-BUS REPAIR PARTS	117.24
4500004607	5/17/2016	McMaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	43.47
4500004608	5/17/2016	New Flyer Industries Canada ULC	B250-BUS REPAIR PARTS	192.49
4500004609	5/17/2016	Gillig LLC	B250-BUS REPAIR PARTS	486.00
4500004610	5/17/2016	Transit Products and Services	P190-REV VEHICLE REPAIRS	2,916.00
4500004611	5/17/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,749.23
4500004612	5/17/2016	Prudential Overall Supply	G140-SHOP SUPPLIES	906.67
4500004613	5/17/2016	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	870.65
4500004614	5/17/2016	Gillig LLC	B160-BUS ELECTRICAL	705.36
4500004615	5/17/2016	Gillig LLC	B120-BUS MECHANICAL PARTS	2,784.06
4500004616	5/17/2016	Gillig LLC	B130-BUS BODY	2,297.44
4500004617	5/17/2016	Daniels Tire Service	A110-AUTO/TRUCK TIRES	397.80
4500004618	5/17/2016	Gillig LLC	B120-BUS MECHANICAL PARTS	1,005.83
4500004619	5/17/2016	Office Solutions	G200-OFFICE SUPPLIES	156.39
4500004620	5/17/2016	Airgas Inc	G190-SAFETY/MED SUPPLIES	301.32
4500004621	5/17/2016	Harbor Diesel & Equipment	P190-REV VEHICLE REPAIRS	757.28
4500004622	5/17/2016	Wetmore's	B140-BUS CHASSIS	1,326.41
4500004623	5/18/2016	Sherwin Williams Company	P190-REV VEHICLE REPAIRS	901.23
4500004624	5/18/2016	Transwest San Diego LLC	G130-SHOP TOOLS	968.77
4500004625	5/18/2016	Gillig LLC	P190-REV VEHICLE REPAIRS	163.54
4500004626	5/18/2016	Transit Products and Services	B130-BUS BODY	12,096.00
4500004627	5/18/2016	New Flyer Industries Canada ULC	B160-BUS ELECTRICAL	687.40
4500004628	5/18/2016	McMaster-Carr Supply Co	B250-BUS REPAIR PARTS	83.07
4500004629	5/18/2016	Cummins-Allison	P190-REV VEHICLE REPAIRS	9,834.00
4500004630	5/18/2016	Battery Systems Inc	B160-BUS ELECTRICAL	3,456.00
4500004631	5/18/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	392.95
4500004632	5/18/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	253.49
4500004633	5/18/2016	W.W. Grainger Inc	A140-AUTO/TRUCK REPAIR	699.92
4500004634	5/18/2016	Airgas Inc	P160-EQUIPMENT RENTALS	149.04
4500004635	5/18/2016	NABI Parts LLC	P190-REV VEHICLE REPAIRS	1,549.60
4500004636	5/18/2016	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,806.08
4500004637	5/18/2016	Office Solutions	G200-OFFICE SUPPLIES	312.13
4500004638	5/18/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,695.38
4500004639	5/18/2016	Transit Products and Services	B130-BUS BODY	12,096.00
4500004640	5/18/2016	Gillig LLC	B130-BUS BODY	1,087.52
4500004641	5/18/2016	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	2,517.74
4500004642	5/18/2016	Gillig LLC	B140-BUS CHASSIS	5,856.42
4500004643	5/18/2016	Gillig LLC	B130-BUS BODY	477.84
4500004644	5/18/2016	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,332.53
4500004645	5/18/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,574.00
4500004646	5/18/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	18,504.25
4500004647	5/18/2016	Total Filtration Services Inc	R230-RAIL/LRV MECHANICAL	697.51
4500004648	5/18/2016	Professional Contractors Supplies	G140-SHOP SUPPLIES	952.56
4500004649	5/18/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	74.74
4500004650	5/18/2016	Muncie Transit Supply	B160-BUS ELECTRICAL	950.95
4500004651	5/18/2016	Janek Corporation	B250-BUS REPAIR PARTS	1,317.62
4500004652	5/18/2016	DigitalPro, Inc.	G230-PRINTED MATERIALS	521.41
4500004653	5/18/2016	Frank Gigliotti	P110-BLDG MAINTENANCE	750.00

Purchase Orders				
PO Number	Date	Organization	Subject	Amount
4500004654	5/18/2016	Home Depot USA Inc	G130-SHOP TOOLS	19.41
4500004655	5/19/2016	Pressnet Express Inc	G230-PRINTED MATERIALS	2,989.44
4500004657	5/19/2016	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	2,193.49
4500004658	5/19/2016	Neleco Products Inc	G170-LUBRICANTS	29,808.00
4500004659	5/19/2016	Industrial Maintenance Supply LLC	G150-FASTENERS	433.16
4500004660	5/19/2016	Genassis of Delaware	M110-SUB STATION	3,915.01
4500004661	5/19/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	2,009.34
4500004662	5/19/2016	Gillig LLC	B160-BUS ELECTRICAL	705.36
4500004663	5/19/2016	Home Depot USA Inc	G140-SHOP SUPPLIES	299.93
4500004664	5/19/2016	San Diego Community College Distric	G230-PRINTED MATERIALS	350.00
4500004665	5/19/2016	Cameo Paper & Supply Co Inc	G180-JANITORIAL SUPPLIES	714.36
4500004666	5/19/2016	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	362.24
4500004667	5/19/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,676.88
4500004668	5/19/2016	Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	44.06
4500004669	5/19/2016	Cummins Pacific LLC	B120-BUS MECHANICAL PARTS	703.34
4500004670	5/19/2016	Six19 Printing, LLC	G230-PRINTED MATERIALS	293.76
4500004671	5/19/2016	Muncie Transit Supply	B160-BUS ELECTRICAL	91.43
4500004672	5/19/2016	Soco Group Inc	B180-BUS DIESEL	20,528.20
4500004673	5/19/2016	NABI Parts LLC	B250-BUS REPAIR PARTS	2,175.40
4500004674	5/19/2016	W.W. Grainger Inc	P190-REV VEHICLE REPAIRS	87.92
4500004675	5/19/2016	NABI Parts LLC	B250-BUS REPAIR PARTS	252.08
4500004676	5/19/2016	Pressnet Express Inc	G230-PRINTED MATERIALS	594.00
4500004677	5/19/2016	Willy's Electronic Supply Co	G290-FARE REVENUE EQUIP	463.20
4500004678	5/19/2016	W.W. Grainger Inc	M110-SUB STATION	135.84
4500004679	5/20/2016	Gillig LLC	B120-BUS MECHANICAL PARTS	2,784.06
4500004681	5/20/2016	State of California	C120-SPECIALTY CONTRACTOR	250.00
4500004682	5/20/2016	New Flyer Industries Canada ULC	B120-BUS MECHANICAL PARTS	3,654.72
4500004683	5/20/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,305.68
4500004684	5/20/2016	Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	112.15
4500004685	5/20/2016	Wetmore's	B250-BUS REPAIR PARTS	918.00
4500004686	5/20/2016	Franklin Covey Client Sales Inc	P490-MANAGEMENT TRAINING	7,326.21
4500004687	5/20/2016	Transportation Power Inc	B250-BUS REPAIR PARTS	546.21
4500004688	5/20/2016	Kingsbury Uniforms Inc	G250-NOVELTIES & AWARDS	1,134.00
4500004689	5/20/2016	Kingsbury Uniforms Inc	G250-NOVELTIES & AWARDS	1,652.40
4500004690	5/20/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	56.93
4500004691	5/20/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,558.93
4500004692	5/20/2016	NABI Parts LLC	B250-BUS REPAIR PARTS	470.40
4500004693	5/20/2016	Gillig LLC	B130-BUS BODY	820.80
4500004694	5/20/2016	Annex San Diego #1 Inc	F120-BUS/LRV PAINT BOOTHS	8,540.95
4500004695	5/20/2016	Denlo Inc	G140-SHOP SUPPLIES	108.77
4500004696	5/20/2016	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	75.77
4500004697	5/20/2016	Cummins Pacific LLC	G130-SHOP TOOLS	331.01
4500004698	5/20/2016	Gillig LLC	B130-BUS BODY	1,099.84
4500004699	5/20/2016	Gillig LLC	B160-BUS ELECTRICAL	2,279.52
4500004700	5/20/2016	Gillig LLC	P190-REV VEHICLE REPAIRS	397.06
4500004701	5/20/2016	New Flyer Industries Canada ULC	B140-BUS CHASSIS	1,573.07
4500004702	5/20/2016	New Flyer Industries Canada ULC	B130-BUS BODY	353.20
4500004703	5/20/2016	FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	1,944.78
4500004704	5/20/2016	NABI Parts LLC	B140-BUS CHASSIS	1,950.00
4500004706	5/20/2016	New Flyer Industries Canada ULC	B200-BUS PWR TRAIN EQUIP	931.33
4500004707	5/20/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,415.42
4500004708	5/20/2016	Charter Industrial Supply Inc	B200-BUS PWR TRAIN EQUIP	36.42
4500004709	5/20/2016	Golden State Supply LLC	B140-BUS CHASSIS	12.12
4500004710	5/20/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	17,015.40
4500004711	5/20/2016	Industrial Maintenance Supply LLC	G150-FASTENERS	156.40

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004712	5/20/2016	Vinyard Doors	P120-BLDG/FACILITY REPRS	2,370.86
4500004713	5/20/2016	University of the Pacific	P490-MANAGEMENT TRAINING	8,400.00
4500004714	5/20/2016	NABI Parts LLC	B130-BUS BODY	27,952.44
4500004715	5/20/2016	Aztec Fire & Safety	P190-REV VEHICLE REPAIRS	1,427.50
4500004716	5/20/2016	Airgas Inc	R170-RAIL/LRV HVAC	1,414.91
4500004717	5/20/2016	RR Donnelley and Sons Co	G230-PRINTED MATERIALS	1,324.08
4500004718	5/23/2016	Office Depot	G200-OFFICE SUPPLIES	100.13
4500004719	5/23/2016	AT&T DataComm Inc	I110-INFORMATION TECH	26,427.86
4500004720	5/23/2016	Body Beautiful Car Wash Inc	P150-MAINT. CLEANING	1,845.00
4500004721	5/23/2016	OneSource Distributors, LLC	M120-OVRHEAD CATENARY SYS	86.40
4500004722	5/23/2016	Applied Industrial Technologies-CA	G140-SHOP SUPPLIES	1,373.76
4500004723	5/23/2016	Chromate Industrial Corporation	G140-SHOP SUPPLIES	98.29
4500004724	5/23/2016	Reid And Clark Screen Arts Co	G230-PRINTED MATERIALS	534.82
4500004725	5/23/2016	858 Graphics Inc	G230-PRINTED MATERIALS	343.00
4500004726	5/23/2016	F-1 Marketing Group	G230-PRINTED MATERIALS	1,294.93
4500004727	5/23/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,997.46
4500004728	5/23/2016	Charlie Shoaf	P310-ADVERTISING SERVICES	2,920.00
4500004729	5/23/2016	IPC (USA), Inc.	A120-AUTO/TRUCK GASOLINE	14,713.80
4500004731	5/23/2016	Team One Repair Inc	G290-FARE REVENUE EQUIP	948.67
4500004732	5/23/2016	Professional Contractors Supplies	G140-SHOP SUPPLIES	134.46
4500004733	5/23/2016	Airgas Inc	G190-SAFETY/MED SUPPLIES	832.53
4500004734	5/23/2016	West-Lite Supply Co Inc	G270-ELECTRICAL/LIGHTING	56.29
4500004735	5/23/2016	Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	1,863.01
4500004736	5/24/2016	Newegg Business, Inc.	I110-INFORMATION TECH	9,962.73
4500004737	5/24/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,541.25
4500004738	5/24/2016	Siemens Industry Inc	M130-CROSSING MECHANISM	804.82
4500004739	5/24/2016	David Johnson	P410-CONSULTING	750.00
4500004740	5/24/2016	Dan Foster Inc	C120-SPECIALTY CONTRACTOR	300.75
4500004741	5/24/2016	West-Lite Supply Co Inc	M180-STATION ELECTRICAL	63.11
4500004742	5/24/2016	Grah Safe & Lock Inc	P510-MOVING CONTRACTORS	520.00
4500004743	5/24/2016	Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	17.24
4500004744	5/24/2016	Paradigm Mechanical Corp	P120-BLDG/FACILITY REPRS	12,089.00
4500004745	5/24/2016	Standard Bent Glass Corp	R120-RAIL/LRV CAR BODY	17,426.88
4500004747	5/24/2016	Aztec Fire & Safety	G190-SAFETY/MED SUPPLIES	843.49
4500004748	5/24/2016	Mouser Electronics Inc	B250-BUS REPAIR PARTS	126.37
4500004749	5/24/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	2,594.43
4500004750	5/24/2016	Southcoast Heating & Air	F160-BLDG HVAC EQUIP	60,775.00
4500004751	5/25/2016	Tri-Signal Integration Inc	F110-SHOP/BLDG MACHINERY	284.58
4500004752	5/25/2016	Wetmore's	P190-REV VEHICLE REPAIRS	20.53
4500004753	5/25/2016	OneSource Distributors, LLC	G130-SHOP TOOLS	1,692.49
4500004754	5/25/2016	West-Lite Supply Co Inc	R160-RAIL/LRV ELECTRICAL	2,048.33
4500004755	5/25/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,775.52
4500004756	5/25/2016	The Gordian Group Inc	G110-BUS/TROLLEY SIGNAGE	2,559.66
4500004757	5/25/2016	The Gordian Group Inc	T150-TRACK, BRIDGES	3,047.64
4500004758	5/25/2016	Mak Cleaners Inc	C120-SPECIALTY CONTRACTOR	139.20
4500004759	5/25/2016	Aztec Fire & Safety	P190-REV VEHICLE REPAIRS	646.50
4500004760	5/25/2016	Daniels Tire Service	A140-AUTO/TRUCK REPAIR	198.90
4500004761	5/25/2016	Team One Repair Inc	G290-FARE REVENUE EQUIP	16,966.96
4500004762	5/25/2016	Sid Tool Co	G180-JANITORIAL SUPPLIES	84.76
4500004763	5/25/2016	FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	1,863.86
4500004764	5/25/2016	Mersen Usa Bn Corp	R220-RAIL/LRV TRUCKS	8,760.96
4500004765	5/25/2016	The Gordian Group Inc	T110-TRACK, RAIL	8,976.38
4500004766	5/25/2016	The Gordian Group Inc	M130-CROSSING MECHANISM	252.68
4500004767	5/25/2016	Mcmaster-Carr Supply Co	F180-BUILDING MATERIALS	240.07
4500004768	5/25/2016	Professional Contractors Supplies	G130-SHOP TOOLS	43.42

Purchase Orders				
PO Number	Date	Organization	Subject	Amount
4500004769	5/25/2016	The Gordian Group Inc	P280-GENERAL SVC AGRMNTS	1,608.71
4500004770	5/25/2016	Diamond Environmental Services LP	G180-JANITORIAL SUPPLIES	160.00
4500004771	5/25/2016	Chromate Industrial Corporation	G150-FASTENERS	38.88
4500004772	5/25/2016	Prudential Overall Supply	G140-SHOP SUPPLIES	2,745.36
4500004773	5/25/2016	Cement Cutting Inc	C130-CONSTRUCTION SVCS	705.00
4500004774	5/26/2016	Prochem Speciality Products Inc	G180-JANITORIAL SUPPLIES	2,537.56
4500004775	5/26/2016	Kaman Industrial Technologies	G140-SHOP SUPPLIES	731.95
4500004776	5/26/2016	New Flyer Industries Canada ULC	B200-BUS PWR TRAIN EQUIP	1,279.56
4500004777	5/26/2016	Mark Carass	P280-GENERAL SVC AGRMNTS	470.00
4500004778	5/26/2016	Jeyco Products Inc	G130-SHOP TOOLS	110.92
4500004779	5/26/2016	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	51.20
4500004780	5/26/2016	Mohawk Mfg & Supply Co	B200-BUS PWR TRAIN EQUIP	162.00
4500004781	5/26/2016	Gillig LLC	B160-BUS ELECTRICAL	1,595.36
4500004782	5/26/2016	Gillig LLC	B110-BUS HVAC SYSTEMS	2,733.56
4500004783	5/26/2016	Cummins Pacific LLC	B120-BUS MECHANICAL PARTS	255.66
4500004784	5/26/2016	Wesco Distribution Inc	G270-ELECTRICAL/LIGHTING	223.89
4500004785	5/26/2016	DATA Group Ltd.	G230-PRINTED MATERIALS	2,990.25
4500004786	5/26/2016	W.W. Grainger Inc	G160-PAINTS & CHEMICALS	131.29
4500004787	5/26/2016	New Flyer Industries Canada ULC	B130-BUS BODY	1,959.55
4500004788	5/26/2016	New Flyer Industries Canada ULC	B130-BUS BODY	1,582.42
4500004789	5/26/2016	Louis Sardo Upholstery Inc	B130-BUS BODY	1,336.18
4500004790	5/26/2016	Corodata Records Management Inc	P280-GENERAL SVC AGRMNTS	5,396.00
4500004791	5/26/2016	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	440.61
4500004792	5/26/2016	Gillig LLC	B160-BUS ELECTRICAL	2,648.57
4500004793	5/26/2016	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	76.15
4500004794	5/26/2016	Kearny Pearson Ford	P190-REV VEHICLE REPAIRS	134.78
4500004795	5/26/2016	Gillig LLC	B250-BUS REPAIR PARTS	150.23
4500004796	5/26/2016	Reid And Clark Screen Arts Co	G110-BUS/TROLLEY SIGNAGE	1,117.81
4500004797	5/26/2016	Sherwin Williams Company	P190-REV VEHICLE REPAIRS	1,700.23
4500004798	5/26/2016	Southcoast Heating & Air	F110-SHOP/BLDG MACHINERY	221.41
4500004799	5/26/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	1,101.02
4500004801	5/26/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	968.20
4500004802	5/26/2016	Newegg Business, Inc.	I110-INFORMATION TECH	797.02
4500004803	5/26/2016	R.S. Hughes Co Inc	G160-PAINTS & CHEMICALS	907.66
4500004804	5/26/2016	CDW LLC	I110-INFORMATION TECH	3,408.20
4500004805	5/26/2016	Municipal Information Technology	I110-INFORMATION TECH	1,598.00
4500004807	5/26/2016	Railpros Inc	P550-REAL ESTATE	25,077.23
4500004808	5/26/2016	Railpros Inc	P550-REAL ESTATE	21,146.57
4500004809	5/26/2016	Railpros Inc	P550-REAL ESTATE	63,649.12
4500004810	5/26/2016	Railpros Inc	P550-REAL ESTATE	4,256.17
4500004811	5/26/2016	Railpros Inc	P550-REAL ESTATE	66,877.55
4500004813	5/26/2016	Soco Group Inc	B180-BUS DIESEL	17,674.65
4500004814	5/26/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,775.52
4500004815	5/26/2016	Railpros Inc	P550-REAL ESTATE	30,764.17
4500004816	5/27/2016	Cubic Transportation Systems	I120-INFO TECH, SVCS	44,553.00
4500004817	5/27/2016	R.S. Hughes Co Inc	B130-BUS BODY	2,373.73
4500004818	5/27/2016	Genuine Parts Co	G270-ELECTRICAL/LIGHTING	50.02
4500004819	5/27/2016	APTA	P280-GENERAL SVC AGRMNTS	2,500.00
4500004820	5/27/2016	Prudential Overall Supply	G180-JANITORIAL SUPPLIES	5,624.64
4500004821	5/27/2016	San Diego Plastics Inc	R220-RAIL/LRV TRUCKS	335.02
4500004822	5/27/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	2,862.67
4500004823	5/27/2016	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	109.68
4500004824	5/27/2016	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	2,035.81
4500004825	5/27/2016	Cubic Transportation Systems	B190-BUS FARE EQUIP	2,430.00
4500004826	5/27/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	144.44

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004827	5/27/2016	Selective Transit Parts Inc	R220-RAIL/LRV TRUCKS	22,572.00
4500004828	5/27/2016	Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	13,131.45
4500004829	5/27/2016	FinishMaster Inc	R240-RAIL/LRV REPR PARTS	647.14
4500004830	5/27/2016	Annex San Diego #1 Inc	F120-BUS/LRV PAINT BOOTHS	970.16
4500004831	5/27/2016	Steven Timme	G110-BUS/TROLLEY SIGNAGE	291.60
4500004832	5/27/2016	Praxair Distribution Inc.	G140-SHOP SUPPLIES	719.93
4500004833	5/27/2016	W.W. Grainger Inc	G140-SHOP SUPPLIES	374.54
4500004834	5/27/2016	Central Dispatch Inc	P120-BLDG/FACILITY REPRS	350.00
4500004835	5/27/2016	Office Solutions	G200-OFFICE SUPPLIES	1,278.59
4500004836	5/27/2016	BCP Systems Inc	G290-FARE REVENUE EQUIP	195.00
4500004837	5/27/2016	BCP Systems Inc	G290-FARE REVENUE EQUIP	1,208.35
4500004838	5/27/2016	W.W. Grainger Inc	G170-LUBRICANTS	359.25
4500004839	5/27/2016	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	5,197.11
4500004840	5/27/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,794.02
4500004841	5/27/2016	Super Welding of Southern CA	R220-RAIL/LRV TRUCKS	2,430.00
4500004842	5/27/2016	Reid And Clark Screen Arts Co	G110-BUS/TROLLEY SIGNAGE	945.01
4500004843	5/27/2016	HI-TEC Enterprises	R220-RAIL/LRV TRUCKS	2,052.00
4500004844	5/27/2016	West-Lite Supply Co Inc	M140-WAYSIDE SIGNALS	204.77
4500004845	5/27/2016	Airgas Inc	G190-SAFETY/MED SUPPLIES	172.80
4500004846	5/27/2016	BCP Systems Inc	G290-FARE REVENUE EQUIP	362.67
4500004847	5/27/2016	R.S. Hughes Co Inc	G190-SAFETY/MED SUPPLIES	237.17
4500004848	5/27/2016	B Hepworth & Company Limited	R120-RAIL/LRV CAR BODY	594.00
4500004849	5/31/2016	Insultech LLC	B200-BUS PWR TRAIN EQUIP	766.72
4500004850	5/31/2016	Sherwin Williams Company	G140-SHOP SUPPLIES	257.21
4500004851	5/31/2016	Air & Lube Systems Inc	F110-SHOP/BLDG MACHINERY	2,861.21
4500004852	5/31/2016	NABI Parts LLC	P190-REV VEHICLE REPAIRS	1,549.60
4500004853	5/31/2016	American Seating Company	P190-REV VEHICLE REPAIRS	635.04
4500004854	5/31/2016	Citywide Auto Glass Inc	P190-REV VEHICLE REPAIRS	400.00
4500004855	5/31/2016	Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	28.64
4500004856	5/31/2016	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	176.10
4500004857	5/31/2016	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	166.15
4500004858	5/31/2016	Harbor Diesel & Equipment	P190-REV VEHICLE REPAIRS	429.63
4500004859	5/31/2016	New Flyer Industries Canada ULC	P190-REV VEHICLE REPAIRS	1,068.99
4500004860	5/31/2016	W.W. Grainger Inc	B250-BUS REPAIR PARTS	37.39
4500004861	5/31/2016	N/S Corporation	F110-SHOP/BLDG MACHINERY	353.02
4500004862	5/31/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	995.03
4500004863	5/31/2016	Gillig LLC	P190-REV VEHICLE REPAIRS	518.08
4500004864	5/31/2016	Mouser Electronics Inc	B250-BUS REPAIR PARTS	218.60
4500004865	5/31/2016	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	159.60
4500004866	5/31/2016	Cummins Pacific LLC	B250-BUS REPAIR PARTS	862.78
4500004867	5/31/2016	New Flyer Industries Canada ULC	B250-BUS REPAIR PARTS	194.01
4500004868	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	721.14
4500004869	5/31/2016	Corodata Media Storage Inc	I110-INFORMATION TECH	12,840.00
4500004870	5/31/2016	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	256.70
4500004871	5/31/2016	New Flyer Industries Canada ULC	B130-BUS BODY	20,041.34
4500004872	5/31/2016	New Flyer Industries Canada ULC	B130-BUS BODY	587.86
4500004873	5/31/2016	New Flyer Industries Canada ULC	B140-BUS CHASSIS	1,371.22
4500004874	5/31/2016	Muncie Transit Supply	B200-BUS PWR TRAIN EQUIP	89.22
4500004875	5/31/2016	Industrial Maintenance Supply LLC	G200-OFFICE SUPPLIES	198.31
4500004876	5/31/2016	Mohawk Mfg & Supply Co	B160-BUS ELECTRICAL	533.09
4500004877	5/31/2016	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,732.37
4500004878	5/31/2016	House of Ideas Inc	G120-SECURITY	642.61
4500004879	5/31/2016	Best Buy Stores LP	P310-ADVERTISING SERVICES	1,372.25
4500004880	5/31/2016	J. J. Keller & Associates Inc	G230-PRINTED MATERIALS	315.00
4500004881	5/31/2016	Cummins Pacific LLC	B160-BUS ELECTRICAL	3,861.02

Purchase Orders

PO Number	Date	Organization	Subject	Amount
4500004882	5/31/2016	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	32.95
4500004883	5/31/2016	Gillig LLC	B120-BUS MECHANICAL PARTS	2,784.06
4500004884	5/31/2016	Gillig LLC	B130-BUS BODY	1,280.96
4500004885	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,522.12
4500004886	5/31/2016	Mohawk Mfg & Supply Co	B160-BUS ELECTRICAL	1,477.10
4500004887	5/31/2016	Denlo Inc	G140-SHOP SUPPLIES	174.34
4500004888	5/31/2016	NABI Parts LLC	B130-BUS BODY	551.17
4500004889	5/31/2016	New Flyer Industries Canada ULC	B200-BUS PWR TRAIN EQUIP	162.08
4500004890	5/31/2016	Muncie Transit Supply	B130-BUS BODY	62.93
4500004891	5/31/2016	Tribologik Corporation	G140-SHOP SUPPLIES	1,101.60
4500004892	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	178.45
4500004893	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	294.62
4500004894	5/31/2016	Cummins Pacific LLC	B130-BUS BODY	2,778.62
4500004895	5/31/2016	Jeyco Products Inc	G180-JANITORIAL SUPPLIES	1,308.36
4500004896	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	847.46
4500004897	5/31/2016	R.S. Hughes Co Inc	G190-SAFETY/MED SUPPLIES	1,636.19
4500004898	5/31/2016	New Flyer Industries Canada ULC	B200-BUS PWR TRAIN EQUIP	620.50
4500004899	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	13,119.84
4500004900	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	2,451.09
4500004901	5/31/2016	New Flyer Industries Canada ULC	B140-BUS CHASSIS	877.12
4500004902	5/31/2016	New Flyer Industries Canada ULC	B130-BUS BODY	1,768.14
4500004903	5/31/2016	Mohawk Mfg & Supply Co	B110-BUS HVAC SYSTEMS	471.20
4500004904	5/31/2016	Dartco Transmission	B250-BUS REPAIR PARTS	396.14
4500004905	5/31/2016	Rack-it Car Racks, Inc	G130-SHOP TOOLS	708.48
4500004906	5/31/2016	Wetmore's	P190-REV VEHICLE REPAIRS	1,834.27
4500004907	5/31/2016	Denlo Inc	G140-SHOP SUPPLIES	217.56
4500004908	5/31/2016	Gillig LLC	B120-BUS MECHANICAL PARTS	3,336.62
4500004909	5/31/2016	Kaman Industrial Technologies	B160-BUS ELECTRICAL	1,997.66
4500004910	5/31/2016	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	1,360.33
4500004911	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	964.49
4500004912	5/31/2016	New Flyer Industries Canada ULC	B200-BUS PWR TRAIN EQUIP	690.12
4500004913	5/31/2016	NABI Parts LLC	B140-BUS CHASSIS	2,733.54
4500004914	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,456.59
4500004915	5/31/2016	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	181.60
4500004916	5/31/2016	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	60.97
4500004917	5/31/2016	Waxie Sanitary Supply Inc	G140-SHOP SUPPLIES	67.49
4500004918	5/31/2016	Gillig LLC	B140-BUS CHASSIS	508.89
4500004919	5/31/2016	Howard E Nyhart Co Inc	P450-PERSONNEL SVCS	295.00

EXPENSE CONTRACTS

Doc #	Organization	Subject	Amount	Day
G1262.6-09	THE SUPERLATIVE GROUP	CONSULTANT SERVICES FOR NAMING RIGHTS	\$22,500.00	5/5/2016
PWB181.2-16	CONAN CONSTRUCTION	IAD CREW REMODEL	\$3,736.24	5/6/2016
PWB187.0-16	URBAN CORPS OF SD	CDP PERIMETER FENCE REPLACEMENT	\$58,968.00	5/13/2016
PWG196.6-16	GRAHOVAC	REPLACEMENT OF NON-FIRE TREATED POLYWOOD	\$3,820.66	5/16/2016
PWB190.0-16	CONAN CONSTRUCTION	FENCE & SECURITY IMPROVEMENTS IAD	\$59,343.93	5/23/2016
PWL164.2-15	A GOOD SIGN & GRAPHIC COMPANY	TROLLEY STATION MONUMENT SIGNS	\$500.00	5/23/2016
PWL164.3-15	A GOOD SIGN & GRAPHIC COMPANY	TROLLEY STATION MONUMENT SIGNS	\$0.00	5/23/2016
PWL169.1-15	MORRISON METALWELD PROCESS	RAIL WELDING SERVICES	\$0.00	5/24/2016
PWL182.0168	HERZOG	VMS SIGNS FOR GREEN LIGHT	\$0.00	5/25/2016
G1423.5-12	DAVID C. SKYPER, APC	LEGAL SERVICES - TORT LIABILITY	\$0.00	5/26/2016
PWL204.0164	ABC CONSTRUCTION (JOC7504-04)	LA MESA BOLLARDS REPAIRS	\$8,369.45	5/26/2016
G1268.9-09	BP ENERGY	NATURAL GAS PURCHASING	\$0.00	5/27/2016
G1661.2-14A	NEXTEL OPERATIONS	REPLACEMENT WITH SCHEDULE	\$48,900.28	5/27/2016
B0654.0-16	FERRELLAS LP	PROPANE VEHICLE FUELING SERVICES	\$63,446.72	5/31/2016

REVENUE CONTRACTS & MOUS

Doc #	Organization	Subject	Amount	Day
S200-16-636	CITY OF LA MESA	ROE - LA MESA BLVD & SPRING STREET	\$0.00	5/5/2016
G1583.3-13	SD MARRIOTT HOTEL & MARINA	ECO PASS RENEWAL F17	\$70,027.20	5/6/2016
G1904.0-16	BALBOA PARK CONSERVANCY	PARTNERSHIP BALBOA PARK EVENTS	\$0.00	5/9/2016
S200-16-637	NAVY REGION SOUTHWEST	ROE - NAVY BAY BRIDGE RUN 2016	\$0.00	5/13/2016
L1314.0-16	AEG CYCLING LLC	ROE - AMGNE TOUR OF CA 5/15/16	\$750.00	5/13/2016
G1907.0-16	SAN DIEGO SYMPHONY	SUMMER NIGHTS CONCERTS	\$0.00	5/16/2016
G1535.3-13	HOTEL DEL CORONADO	ECO PASS FY17	\$80,242.40	5/20/2016
L1309.0-16	GLASS WITH CLASS	ROE - ONE AMERICA PLAZA IN DOWNTOWN	\$1,250.00	5/27/2016
L5786.0-16	MC CARTHY BUILDING COMPANIES	ROE - LITTLE ITALY STATION/COUNTY PARKIN	\$0.00	5/27/2016
L6733.0-16	MID-COAST TRANSIT CONSTRUCTION	JROE - MID COAST SANDAG 5007600	\$0.00	5/27/2016
G1540.3-13	EVANS HOTELS	COMPASS CARD - ECO PASS FY 17	\$68,891.20	5/31/2016
G1915.0-16	SAN DIEGO OPERA	SPONSORSHIP	\$0.00	5/31/2016

WORK ORDERS				
Doc #	Organization	Subject	Amount	Day
G0930.17-04.34	SANDAG (SOW 5000710)	SUPER LOOP STATION REPAIRS	\$40,000.00	5/11/2016
G1493.0-13.18.01	KIMLEY HORN & ASSOCIATES	OTTC WEST IMPROVEMENTS	\$0.00	5/12/2016
G1673.0-14.3	SANDAG	SOUTH BAY BRT OPERATIONS & MAINTENANCE	\$37,824.98	5/13/2016
G1496.0-13.06.01	RAILPROS, INC	BUS STOP IMPROVEMENTS ENG SERV	\$4,200.00	5/16/2016
G1494.0-13.04	PACIFIC RAILWAY ENTERPRISES	EUCLID/UNIVERSITY GRADE CROSSINGS	\$72,000.00	5/19/2016
G1493.0-13.27	KIMLEY HORN & ASSOCIATES	KMD FALL PROTECTION STRUCTURAL	\$8,050.00	5/20/2016
G1496.0-13.09.02	RAILPROS, INC	ORANGE LINE COURT HOUSE	\$0.00	5/25/2016
PWL182.16.7501081	HERZOG CONSTRUCTION	VMS SIGNS FOR GREEN LIGHT	\$0.00	5/25/2016
PWL204.016.750405	ABC CONSTRUCTION	C & UNION UTILITY POT HOLE REPAIRS	\$42,139.70	5/26/2016
L0901.0-10.43	BRICEHOUSE STATION	LAUNCHPOINT MARKETING	(\$1,700.00)	5/31/2016