



1255 Imperial Avenue, #1000  
San Diego, CA 92101-7490  
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## Agenda

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 21, 2016

07-18-16 A07:59 IN

Executive Conference Room  
9:00 a.m.

#### ACTION RECOMMENDED

- |    |   |                 |
|----|---|-----------------|
| A. | ROLL CALL   |                 |
| B. | APPROVAL OF MINUTES - June 2, 2016  | Approve         |
| C. | COMMITTEE DISCUSSION ITEMS  |                 |
| 1. | <u>Security Services Agreement - Contract Amendment (Manny Guaderrama)</u><br>Action would forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1828.1-15 to amend the contract with Universal Protection Services (UPS) to authorize an additional contract authority of \$5,876,711 to cover mandated minimum wage increases over the contract term.                | Possible Action |
| 2. | <u>Virginia Avenue Transit Center (Sharon Cooney)</u>   | Information     |
| 3. | <u>San Diego County Regional Airport Authority Update (Rob Schupp)</u><br>Action would be to receive a report and provide comment.  | Possible Action |
| 4. | <u>Special Event Service (Rob Schupp)</u>   | Information     |
| 5. | <u>Pacific Imperial Railroad (PIR) Desert Line Agreement - Status Update (Karen Landers)</u>  | Information     |
| 6. | CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8<br><u>Property:</u> 100 16th Street, San Diego, California 92101<br><u>Agency Negotiators:</u> Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets<br><u>Negotiating Parties:</u> JMI Realty, Inc.; Chargers Football Company, LLC; City of San Diego | Possible Action |



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

- D. REVIEW OF DRAFT July 28, 2016 BOARD AGENDA
- E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA Possible  
Review of SANDAG Transportation Committee Agenda and discussion regarding any Action  
items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc.  
Relevant excerpts will be provided during the meeting.
- F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
- G. PUBLIC COMMENTS
- H. NEXT MEETING DATE: August 4, 2016
- I. ADJOURNMENT

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

June 2, 2016

## MINUTES

### A. ROLL CALL

Chairman Mathis called the Executive Committee meeting to order at 9:53 a.m. A roll call sheet listing Executive Committee member attendance is attached.

### B. APPROVAL OF MINUTES

Ms. Bragg moved for approval of the minutes of the April 7, 2016, MTS Executive Committee meeting. Mr. Cox seconded the motion, and the vote was 4 to 0 in favor with Mr. Gloria absent.

### OTHER COMMENTS

Mr. Jablonski briefly updated the Executive Committee on the status of the Teamsters Local 542 strike against First Transit. He reported that First Transit and the union had a tentative agreement (TA) and the union members were going to vote on the TA this morning. Mr. Jablonski stated that he will keep the Board updated on the results.  
(\*Clerk's note: The vote on the TA was subsequently approved and all union workers were scheduled to return to work the following day).

### C. COMMITTEE DISCUSSION ITEMS

1. El Cajon Transit Center Joint Development Memorandum of Understanding with the City of El Cajon (Karen Landers and Tim Allison)

Tim Allison, Manager of Real Estate Assets, provided a presentation on the El Cajon Transit Center joint development memorandum of understanding (MOU) with the City of El Cajon. He noted that City of El Cajon staff was in the audience to answer any questions. Mr. Allison reviewed the details of the El Cajon Transit Center. He described the MOU and noted that it would establish roles and responsibilities between MTS and El Cajon to develop a mixed use project at the station. The MTS commitment will be to contribute up to \$50,000 for consultant fees and to provide staff support. Mr. Allison presented visual simulations of the potential property developments at the station.

#### Action Taken

Ms. Bragg moved to approve the Chief Executive Officer executing the proposed Memorandum of Understanding with the City of El Cajon. Mr. McClellan seconded the motion, and the vote was 4 to 0 in favor with Mr. Gloria absent.

2. Revisions to Ordinance No. 3 (Regulating Parking at MTS Parking Lots) and Board Policy No. 23 (Parking at MTS Facilities) (Karen Landers)

Karen Landers, General Counsel, provided a presentation about updating the ordinance and policy related to parking at MTS facilities. She reviewed the old regulations for

Ordinance No. 3 and noted that it was last updated in 1996; it only covered trolley parking lots; and it had a general maximum parking limit of 24 consecutive hours. Ms. Landers also reviewed the old regulations for Policy No. 23 and noted that it was last updated in 2004; it established criteria for a permit to park in excess of 23 hours; and was limited to trolley stations. She discussed the proposed revisions to Ordinance No. 3 and Policy No. 23. The revisions include covering all MTS parking lots open to the public; allowing the CEO to establish parking hours on a lot-by-lot basis; restricting access to individual lots to transit patrons only and/or charge a fee for use; designating certain parking spaces for special uses; and establishing a permit process to allow overnight parking at designated MTS parking facilities.

Ms. Bragg inquired if the issue of motor homes parking in the lots would be addressed. Ms. Cooney replied that staff is currently working with the Parks and Recreation Department regarding that issue. Mr. Cox inquired if permits could be available online. Ms. Landers replied that the parking permit process is still being researched to determine the best way to issue the permits.

Ms. Landers also noted that both MTS and SANDAG staff are working on a study to evaluate parking demand and the options to restrict parking for transit patrons only. Ms. Landers stated that the changes to Ordinance No. 3 and Policy No. 23 clarify the CEO's authority to make determinations for parking availability and limits.

#### Action Taken

Mr. Cox moved to forward a recommendation to the Board of Directors that it approve the proposed changes to MTS Ordinance No. 3 and Board Policy No. 23, regulating parking at MTS facilities. Ms. Bragg seconded the motion, and the vote was 4 to 0 in favor with Mr. Gloria absent.

#### 3. Fare Collection Update (Paul Jablonski)

Mr. Jablonski provided an update on MTS's fare collection systems. He discussed the stored value feature and noted that staff has been meeting with Cubic to reinstitute stored value. He stated that the cost will be approximately \$45,000 to implement stored value. Mr. Jablonski noted that MTS has issued a notice to proceed with Cubic, and there will be a pilot in October 2016, with a go-live date in November 2016.

Mr. Jablonski also provided an update on Payment Card Industry (PCI) compliance. He explained that the current Cubic software version is the reason why MTS is not PCI compliant. He stated that not being PCI compliant is not breaking the law, but it is a standard that credit card companies recommend. Mr. Jablonski said that if the current software is updated, we will be able to finish the other necessary requirements to become PCI compliant. He noted that MTS hired a consultant to look at this matter and advise MTS on PCI compliance. The consultant has stated that he is not concerned and does not see any high risks currently. Mr. Jablonski said that staff is still moving forward on becoming PCI compliant. It will cost approximately \$12 million to upgrade the Cubic software to version 7; however that version will only help facilitate MTS becoming PCI compliant and it will not come with other upgraded features, such as an account-based system. Mr. Jablonski said there are two possible alternatives. One option is to upgrade the software to version 7 and also upgrade to a fully loaded system, with state of the art features. The other alternative is to go out into the market and find a whole new system.



Mr. Jablonski said that the first step is to determine what attributes we want in a fare collection system. He stated that they have formed a task force and are in the process of hiring outside consultants to help develop a report detailing what MTS wants for a future fare collection system. After that is complete, staff will conduct site visits with other agencies that have upgraded fare collection systems, and will also explore other options and vendors. Mr. Jablonski stated that staff will provide a more formal report to the Board of Directors in September once they are further into this process. He noted that work is still being done internally to ensure that we are working towards becoming more PCI compliant.

Ms. Bragg commented that it is important to understand riders' payment preferences for riding transit. Mr. Jablonski discussed the different types of fare collection options including mobile ticketing and account based systems, which is a cloud based system versus MTS's current card based system.

Action Taken

No action taken. Informational item only.

D. REVIEW OF DRAFT June 9, 2016 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended Consent Items

6. San Diego Metropolitan Transit System MS4 Phase II - Municipal Permit  
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  
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  
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  
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  
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  
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  
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  
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  
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. Investment Report - April 2016
16. 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  
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".
17. San Diego Metropolitan Transit System Automobile Leasing Service - Contract Award  
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.
18. San Diego Metropolitan Transit System (MTS) Bus Subcomponents Groups A to H - Contract Award  
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.

19. Resolution for Affordable Housing and Sustainable Communities (AHSC) Grant Program Joint Application  
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.
20. Motorola Regional Transit Management System Annual Maintenance and Support Services - Contract Amendment  
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.

#### COMMENTS ON DRAFT BOARD AGENDA

Ms. Bragg inquired about the payment details for agenda item 6. Ms. Landers responded that this agreement is a five year contract to develop and implement a formal plan committing to storm water management and staying in compliance with the State Water Board. Ms. Landers noted that after the five year contract expires, MTS will issue a new contract.

Mr. Jablonski commented on agenda item 30 and noted that the item relates to the mobile ticketing contract. He provided a brief background on the mobile ticketing contract award and stated that the contract was awarded to Globe Sherpa. Bytemark, Inc., which was another bidder for this contract, protested the bid and requested to appeal to the Board. Mr. Jablonski stated that the pricing for Globe Sherpa was higher than Bytemark, Inc. however Globe Sherpa's product is far superior.

Ms. Cooney commented on agenda item 19 and stated that a developer has reached out to MTS to partner on a resolution for Affordable Housing and Sustainable Communities grant program. The grant funding, if approved, would contribute to adding night and weekend bus service in El Cajon over a three year period.

#### E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA (TAKEN BEFORE CLOSED SESSION)

There was no SANDAG Transportation Committee agenda discussion.

#### F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS (TAKEN BEFORE CLOSED SESSION)

There was no Committee Member Communications and Other Business discussion.

#### G. PUBLIC COMMENTS (TAKEN BEFORE CLOSED SESSION)

There were no Public Comments.

The Executive Committee convened for Closed Session at 10:41 a.m.

- C4. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8  
Property: 1255 Imperial Avenue, Suite 100, San Diego, California 92101  
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets  
Negotiating Parties: Grab & Go Subs California, Inc.  
Under Negotiation: Price and Terms of Payment
- C5. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8  
Property: 100 16th Street, San Diego, California 92101  
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets  
Negotiating Parties: JMI Realty, Inc.; Chargers Football Company, LLC; City of San Diego
- C6. 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

The Executive Committee reconvened from Closed Session at 11:30 a.m.

Oral Report on Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- C4. The Executive Committee received a report and authorized negotiations for a lease.
- C5. The Executive Committee received an update on the status of negotiations and gave instructions.
- C6. The Executive Committee received a report and gave instructions to negotiators.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for July 7, 2016, at 9:00 a.m. in the Executive Committee Conference Room.

I. ADJOURNMENT

Chairman Mathis adjourned the meeting at 11:30 a.m.

A handwritten signature in black ink, appearing to read "Zach Mathis", written over a horizontal line.

Chairman

Attachment: A. Roll Call Sheet

**EXECUTIVE COMMITTEE**  
**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

ROLL CALL

MEETING OF (DATE) June 2, 2016

CALL TO ORDER (TIME) 9:53 a.m.

RECESS \_\_\_\_\_

RECONVENE \_\_\_\_\_

CLOSED SESSION 10:41 a.m.

RECONVENE 11:30 a.m.

ADJOURN 11:30 a.m.

BOARD MEMBER (Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
BRAGG <input checked="" type="checkbox"/> (Rios) <input type="checkbox"/>	9:53 a.m.	11:30 a.m.
MCCLELLAN <input checked="" type="checkbox"/> (McWhirter) <input type="checkbox"/>	9:53 a.m.	11:30 a.m.
GLORIA <input type="checkbox"/> (Cole) <input type="checkbox"/>		
MATHIS <input checked="" type="checkbox"/>	9:53 a.m.	11:30 a.m.
ROBERTS <input type="checkbox"/> (Cox) <input checked="" type="checkbox"/>	9:53 a.m.	11:30 a.m.
Transportation Committee Rep Slot (Mathis)		

SIGNED BY THE CLERK OF THE BOARD:

Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

Karen Cevallos



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## Agenda Item No. C1

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 21, 2016

#### SUBJECT:

SECURITY SERVICES AGREEMENT – CONTRACT AMENDMENT (MANNY  
GUADERRAMA)

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1828.1-15 (in substantially the same format as Attachment A) to amend the contract with Universal Protection Services (UPS) to authorize an additional contract authority of \$5,876,711 to cover mandated minimum wage increases over the contract term.

#### Budget Impact

This amendment would increase the previously authorized contract limit by \$5,876,711, from the original \$39,037,552 to a revised \$44,914,263. Funding for the current year is included in the Security Department's Fiscal Year (FY) 2017 operating budget 420010-535100, although a budget adjustment of approximately \$690,000 will be proposed during the FY17 midyear operating budget amendment process. Funding for future years will be included in the Security Department's operating budget for each respective fiscal year.

#### DISCUSSION:

MTS requires uniformed security officers at various locations throughout its service area to provide a safe environment for patrons and employees alike. Security officers have the capability to respond to disturbances and emergencies affecting both trolley and bus services.

On February 11, 2016, the MTS Board of Directors approved MTS Doc. No. G1828.0-15 with UPS to provide security services for three (3) base years from July 1, 2016 to June 30, 2019, with an option to extend for an additional two (2) years, from July 1, 2019 to June 30, 2021, for \$39,037,552. The originally contracted hourly rates considered the California minimum wage rate of \$10.00 per hour in effect at that time.



In April 2016, the California State Legislature passed the California \$15 Minimum Wage Initiative raising California's minimum wage over time. The first incremental increase, to \$10.50 per hour, starts on January 1, 2017. To ensure compliance, MTS and UPS worked on an amendment to the contract to update any affected rates to meet these recent requirements. Details are as shown below:

For any employer who employs 26 or more employees, the minimum wage shall be as follows:

- (A) From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour.
- (B) From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.
- (C) From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.
- (D) From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.
- (E) From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.
- (F) From January 1, 2022, to December 31, 2022, inclusive, - fifteen dollars (\$15) per hour.

On June 7, 2016, the voters of the City of San Diego approved Proposition I: San Diego Minimum Wage Increase, which raised the local minimum wage from \$10.00 per hour to \$10.50 per hour effective July 11, 2016. In addition, Proposition I also approved five days of sick leave per year for every covered employee. The chart below illustrates the City of San Diego's minimum wage rates:

\$10.50 per hour on July 11, 2016

\$11.50 per hour on January 1, 2017

\$11.50 per hour on January 1, 2018

\*Wage attached to inflation beginning on January 1, 2019

When there is a conflict in regulations, an employer must follow the ordinance that benefits employees the most. Therefore MTS asked UPS to submit a revised cost proposal that meets the higher of the two requirements (City vs State), for all contract years starting in July 2016. Attachment B shows the new revised costs based on these requirements. (\*Note: Attachment B considers the City's higher minimum wage from 2016 to 2018. Starting January 2019 Attachment B considers the State's minimum wage as the Consumer Price Index (CPI) is unknown at that time. Therefore in late 2018, MTS will compare the CPI to the State's minimum wage. If CPI is higher, MTS will work with UPS to issue an amendment where the minimum wage will be based on the CPI rates.)

Therefore, staff recommends that the Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1828.1-15 (in substantially the same format as Attachment A) to amend the contract with UPS to authorize an additional contract authority of \$5,876,711 to cover mandated minimum wage increases over the contract term.

  
\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Amendment 1; Contract G1828.1-15  
B. UPS Cost Proposal  
C. Year by year comparison chart



July 30, 2016

MTS Doc. No. G1828.1-15

Mr. Steve Jones  
Universal Protection Service  
P.O. Box 10134  
Pasadena, CA 91189-1034

Dear Mr. Jones:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G1828.0-15; SECURITY SERVICES

This shall serve as Amendment No. 1 to our agreement for security services as further described below.

#### SCOPE

Contractor shall continue to provide security services in accordance with the terms and conditions of the original agreement.

#### SCHEDULE

The term of the contract shall remain the same, terminating on June 30, 2021.

#### PAYMENT

This contract amendment shall revise the cost proposal to account for minimum wage requirements throughout the contract term. The additional costs shall not to exceed \$5,876,711. The total value of this contract, including this amendment shall be \$44,914,263. This amount shall not be exceeded without prior written approval from MTS.

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

\_\_\_\_\_  
Steve Jones  
Universal Protection Service

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

cc: M. Guaderrama  
E. DeGuzman  
Procurement File

**Attachment B**  
**G1828.0-15 - Security Services**  
**Amendment # 1 Minimum Wage Requirements (Summary)**

<u>Category</u>	<u>Year 1</u>		<u>Year 2</u>		<u>Year 3</u>		<u>Year 4</u>		<u>Year 5</u>	
	July 2016 to June 2017		July 2017 to June 2018		July 2018 to June 2019		July 2019 to June 2020		July 2020 to June 2021	
	FTE's	Billable Amount	FTE's	Billable Amount	FTE's	Billable Amount	FTE's	Billable Amount	FTE's	Billable Amount
Total Security	194	\$ 7,365,381	194	\$ 7,641,088	194	\$ 7,784,095	194	\$ 8,197,361	194	\$ 8,743,160
Overtime Impact	5.5	306,677	5.5	318,525	5.5	324,501	5.5	342,325	5.5	366,021
Adjusted FTEs	199	7,672,058	199	7,959,613	199	8,108,597	199	8,539,686	199	9,109,182
Fixed Costs		682,555		693,513		704,745		716,257		728,057
<b>Totals</b>		<b>\$ 8,354,613</b>		<b>\$ 8,653,126</b>		<b>\$ 8,813,342</b>		<b>\$ 9,255,943</b>		<b>\$ 9,837,239</b>
<b>Base Contract Cost (3 years)</b>			<b>\$ 25,821,081</b>							
<b>Base Contract Cost and Two Option Years (5 years)</b>			<b>\$ 44,914,263</b>							

	Base Year Year 1 FY17	Base Year Year 2 FY18	Base Year Year 3 FY19	Total Base Years	Option Year Year 4 FY20	Option Year Year 5 FY21	Base + Option Years
Original Contract	7,664,706	7,826,082	7,837,314	23,328,101	7,848,826	7,860,626	39,037,552
Minimum Wage Impact	689,907	827,045	976,028	2,492,980	1,407,117	1,976,613	5,876,711
<b>Proposed Amended Contract</b>	<b>8,354,613</b>	<b>8,653,126</b>	<b>8,813,342</b>	<b>25,821,081</b>	<b>9,255,943</b>	<b>9,837,239</b>	<b>44,914,263</b>

## **MTS Security Services Agreement Contract Amendment**

Presented by

Manny Guaderrama  
Chief of Police

*July 21, 2016*



1



## **Current Security Contract**

- On February 11, 2016 the Board approved the current contract with Universal Protection Service (UPS) to provide security services
- Current contract is for three base years from July 1, 2016 - June 30, 2019 with an option to extend for an additional two years, July 1, 2019 to June 30, 2021
- 194 armed and unarmed uniformed security officers, which includes:
  - One Captain (on-site manager)
  - Three Lieutenants (mid-level managers)
  - Thirteen Sergeants (first-line supervisors)



2



## Original Budget Impact

- Three base years and two option years not to exceed \$39,037,552.27

		Annual Total	Cumulative Total
Base Period	Year 1	7,664,705.54	7,664,705.54
Base Period	Year 2	7,826,081.56	15,490,787.10
Base Period	Year 3	7,837,313.65	23,328,100.75
Option Period	Year 4	7,848,825.57	31,176,926.32
Option Period	Year 5	7,860,625.95	39,037,552.27



3



## California Minimum Wage Initiative

April 2016, California State legislature passed the California \$15 Minimum Wage Initiative:

For any employer who employs 26 or more employees, the minimum wage shall be as follows:

- (A) From January 1, 2017, to December 31, 2017, inclusive,— \$10.50 per hour.
- (B) From January 1, 2018, to December 31, 2018, inclusive,— \$11.00 per hour.
- (C) From January 1, 2019, to December 31, 2019, inclusive,— \$12.00 per hour.
- (D) From January 1, 2020, to December 31, 2020, inclusive,— \$13.00 per hour.
- (E) From January 1, 2021, to December 31, 2021, inclusive,— \$14.00 per hour.
- (F) From January 1, 2022, to December 31, 2022, inclusive,— \$15.00 per hour.



4



## City of San Diego Minimum Wage Increase (Proposition I)

- June 7, 2016, voters approved the minimum wage effective July 2016:

\$10.50 per hour in 2016

\$11.50 per hour on January 1, 2017

\$11.50 per hour on January 1, 2018

\*Wage attached to inflation beginning on January 1, 2019.

Proposition I also includes five (5) sick days per year



5



## Minimum Wage Impact

	Base Year Year 1 FY17	Base Year Year 2 FY18	Base Year Year 3 FY19	Total Base Years	Option Year Year 4 FY20	Option Year Year 5 FY21	Base + Option Years
Original Contract	7,664,706	7,826,082	7,837,314	23,328,101	7,848,826	7,860,626	39,037,552
State Minimum Wage Impact	152,350	310,444	760,648	1,223,442	1,348,835	1,937,123	4,509,399
City Minimum Wage Impact	537,557	516,601	215,380	1,269,538	58,283	39,490	1,367,311
Total Minimum Wage Impact	689,907	827,045	976,028	2,492,980	1,407,117	1,976,613	5,876,711
<b>Proposed Amended Contract</b>	<b>8,354,613</b>	<b>8,653,126</b>	<b>8,813,342</b>	<b>25,821,081</b>	<b>9,255,943</b>	<b>9,837,239</b>	<b>44,914,263</b>



6



## Recommendation

That the Board of Directors authorize the CEO to execute MTS Doc. No. G1828.1-15 to amend the contract with Universal Protection Services to authorize an additional contract authority of \$5,876,711 to cover the mandated minimum wage increase over the contract term.



7



## Questions?



8





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## Agenda Item No. C2

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 21, 2016

#### SUBJECT:

VIRGINIA AVENUE TRANSIT CENTER (SHARON COONEY)

#### INFORMATIONAL ONLY

Budget Impact

None.

#### DISCUSSION:

On July 15, 2016, the General Services Administration opened the Virginia Avenue Transit Center to serve the new Pedestrian West border crossing facility. Staff will provide a report on the first week's operation of the center and impacts to MTS bus and rail transit services.

A handwritten signature in dark 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](mailto:Sharon.Cooney@sdmts.com)







## Virginia Avenue Transit Center & PedWest Update

MTS Executive Committee  
July 21, 2016



1



### Project:

- GSA is in a three phase project to totally overhaul the San Ysidro Port of Entry.
- Pedestrian crossing at Virginia Ave. ("PedWest") opened last Friday, July 15, 2016, at noon after a ceremony.
- New Virginia Avenue Transit Center is owned and maintained by City of San Diego. City is responsible for bus stop amenities and security.
- MTS' biggest concern is getting border-crossing patrons from PedWest to the northbound Blue Line.



2



## San Ysidro Border Area

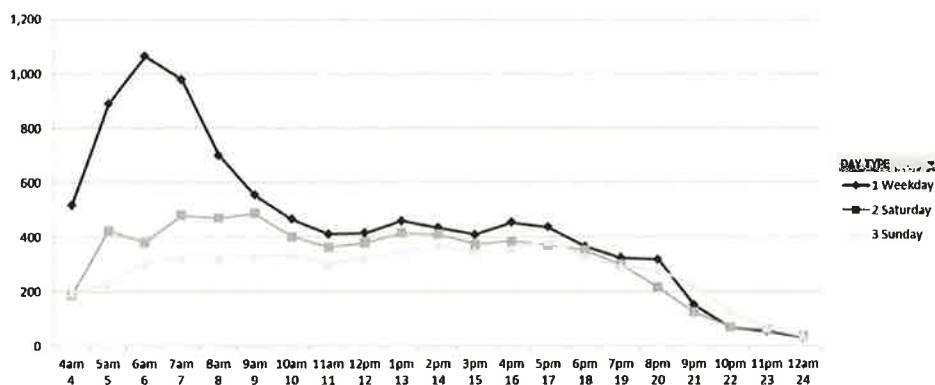


3



## NB Blue Line Boardings @ SYTC

**9,499 Weekday / 6,682 Saturday / 5,834 Sunday**



4

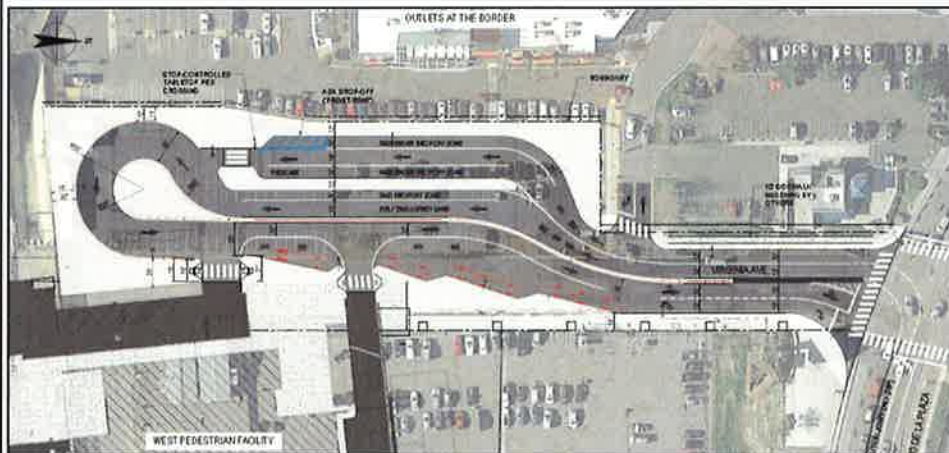


### Options for MTS Passengers arriving from Mexico to get to Trolley:

- 1) Continue to cross at San Ysidro (six temporary lanes)
- 2) Walk **0.6 miles** across Camino de la Plaza and pedestrian bridge to San Ysidro Transit Center.
- 3) Use **Route 907** to cross over to San Ysidro Transit Center (~5 minute ride)
- 4) Use **Route 906** up to Iris Avenue Transit Center (15-20 minute ride)



## Virginia Avenue Transit Center



## PedWest & Virginia Avenue Transit Center



**Friday 7/15/16:  
Opened at Noon**





**Since Friday opening:**

- Route 906/907 + trippers so far managing loads well
  - Regular frequency: Wkdy.=**15** min., Sat.=**20** min., Sun.= **30** min.
  - Extra Route 907 trippers & added morning span
  - MTS cost for extra service = ~**\$100,000** annually
- No immediate issues with congestion, crowding, or facilities
- Many crossers still using San Ysidro or walking VATC > SYTC
- Four TVMs installed at VATC; sales starting out very robust
- Minor VATC punchlist items being completed by contractor
- Both transit centers being carefully monitored by MTS staff
- MTS prepared to be flexible and responsive to changing conditions
- **Many complaints about pedestrian facilities on Mexican side**





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## Agenda Item No. C3

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 21, 2016

#### SUBJECT:

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY UPDATE (ROB SCHUPP)

#### RECOMMENDATION:

That the Executive Committee receive a report and provide comment.

#### Budget Impact

None.

#### DISCUSSION:

Staff will provide an update regarding the San Diego County Regional Airport Authority's (SDCRAA) request to rename the Middletown Trolley Station.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Letter from MTS to SDCRAA dated 12/9/2015  
B. Letter from SDCRAA to MTS dated 6/27/2016





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

December 9, 2015

Thella F. Bowens  
President/CEO  
San Diego County Regional Airport Authority  
PO Box 82776  
San Diego, 92318-2776

Dear Ms. Bowen:

In regard to your letter in reference to the Middletown Trolley Station, please know MTS staff has been working with Airport Authority staff to develop a plan of action for the introduction of the new Airport Shuttle and the eventual improvements on Palm Avenue that will link the Trolley's Middletown Station to the Airport Shuttle. Considerable progress has been made, including:

- MTS will install ticket vending machines near the information desks in terminals one and two. We expect these to be installed and fully functional by the end of January 2016. MTS has worked with appropriate departments at the Airport Authority to determine a location and a plan for the installation of the vending machines.
- MTS is working on a signage program for the ticket vending machines and for the bus stops at each terminal. In addition to promoting public transportation use at the airport, the signage will also promote the Airport's Employee Shuttle and the Free Airport Loop Shuttle services that share bus stops at the airport. MTS is coordinating with Airport Authority on the design and installation of these signage improvements.
- MTS will train the information ambassadors on the use of ticket vending machines.
- MTS has agreed to a wayfinding signage program at the Middletown Station to help people navigate the three-tenths of a mile between the station and the airport's free parking lot shuttle.
- MTS has agreed to a joint marketing campaign to substantially increase public transit use to and from the airport.

I believe there is concurrence among the marketing/public relations staffs at the Airport Authority and MTS that the best way to increase public transportation use is to emphasize MTS Bus Route 992 as the most efficient way for people to travel to and from the airport. There are many reasons for this:

- Route 992 has fast service to Santa Fe Depot (and beyond along Broadway), which is San Diego's major transportation hub. Route 992 runs every 15 minutes and provides a 12-minute trip between the airport and Santa Fe Depot. Transportation services at



Thella F. Bowens  
President/CEO  
San Diego County Regional Airport Authority  
December 9, 2015  
Page Two

Santa Fe Depot include all three Trolley lines, two **Rapid** BRT lines, COASTER, Amtrak and many other bus routes. From there, people can get all over San Diego. Additionally, at Santa Fe Depot, there is security, information ambassadors, an enclosed waiting area, restrooms, and many other nearby amenities.

- Route 992 has stops directly outside each terminal, with one stop at Terminal 1 and two stops at Terminal 2. All stops are conveniently located immediately outside each baggage claim area.
- Many airport visitors are destined for downtown. Route 992 provides direct service to downtown hotels and an easy transfer to the Green Line Trolley at Santa Fe Depot for Convention Center area hotels.
- San Diego residents living in almost all areas have access to Santa Fe Depot via public transportation and can make an easy connection to Route 992 and the airport.
- All public transit services at Santa Fe Depot and America Plaza are close to the Route 992 stop. Access between the services requires only a short and level walk.

Conversely, MTS believes the Middletown location has challenges that make it a less attractive location to access public transportation. These challenges include:

- The Middletown station is fairly isolated with few passenger amenities.
- The Green Line Trolley is the only public transportation option at that station.
- The station is approximately three-tenths of a mile away from the Airport Shuttle stop.
- The shuttle stop and the Trolley station are not visible to each other.
- There is no permanent security at the Middletown Station, nor along the three-tenths of a mile walk.
- The link between the shuttle and the station includes a hill and the crossing of a busy intersection at Pacific Coast Highway.
- The work to improve the pedestrian link is not scheduled to begin until well after the introduction of the Airport Shuttle.
- The Airport Shuttle stops at the airport require people to use pedestrian bridges to access ground transportation services.



Thella F. Bowens  
President/CEO  
San Diego County Regional Airport Authority  
December 9, 2015  
Page Two

- The frequency of the Airport Shuttle and trip times to the stop near Palm Avenue are the same as Route 992.
- The long walks at the Airport and to/from the Trolley station will be perceived as a negative.
- Given the long walks and the similar frequency and trip times of the Airport Shuttle, the link to Middletown will provide no travel time savings to people utilizing the Airport Shuttle.

MTS fully supports the goal to increase public transportation use to and from the airport. We have and we will continue to coordinate and collaborate with the Airport Authority to reduce vehicle miles traveled and greenhouse gas emissions by airport users.


The best way to achieve these goals is to heavily promote the use of MTS Route 992, which already provides direct connections to all other public transportation services at Santa Fe Depot. And MTS is ready to invest in the infrastructure and marketing campaign to achieve that outcome. As previously mentioned, we will install two ticket vending machines (a \$150,000 value), replace signs and sign hardware at the airport (a \$10,000 value), and coordinate a multi-faceted marketing program with the Airport Authority. MTS will help the Airport Authority meet or exceed all "Special Conditions" as outlined in the Coastal Commission's staff report on the Airport Authority's application (6-14-1886) for a parking garage.

MTS does not recommend that the Middletown Stations be renamed to the Airport Station as that would imply it is the sole Trolley Station with direct service to the airport. We will, however, include the Middletown Station to Airport Shuttle as a new option for people traveling to the airport in airport-related collateral. We have given the Airport Authority the go-ahead to install signage at the Middletown Station to help people navigate to and from the Airport Shuttle.

The improvements planned to make public transportation more convenient at the airport is a great step forward. MTS is also looking at other ways to improve Route 992 service and other services that feed Route 992 to make it more attractive for people who work at the airport as well as travelers leaving on the first airline departures early in the morning.

If you have any questions or comments, please do not hesitate to call me at 619-557-4583.

Sincerely,



Paul Jablonski  
Chief Executive Officer

cc: Gary Gallegos, SANDAG  
Sherliyn Sarb, California Coastal Commission



June 27, 2016

**Board Members**

Robert H. Gleason  
Board Chair

C. April Boling  
Greg Cox

Jim Desmond  
Lloyd B. Hubbs  
Jim Janney

Mark Kersey  
Paul Robinson  
Mary Sessom

**Ex-Officio Board Members**

Laurie Berman  
Eralna Ortega  
Col. Jason Woodworth

**President / CEO**

Thella F. Bowens

Hon. Harry Mathis  
Board Chairman  
Metropolitan Transit System  
1255 Imperial Avenue, #1000  
San Diego, CA 92101

**Re: FOLLOW UP ON REQUEST TO RENAME THE MIDDLETOWN TROLLEY STATION**

Dear Chairman Mathis:

This letter follows up my letter to you dated January 11, 2016 concerning the request by the Board of the San Diego County Regional Airport Authority to add "Airport" to the name of the Middletown trolley station. Other than a brief conversation you and I had about this matter, I have not yet had the courtesy of a reply from MTS to that request.

At our Board Meeting on June 23<sup>rd</sup>, we discussed a number of issues relevant to the Airport Transit Plan 2016 update recently prepared by our staff. During that presentation, it became clear that we have a number of issues of mutual concern in providing transit opportunities to San Diego International Airport passengers and employees. It appears that, in some cases, we have conflicting strategies for addressing those issues. Therefore, the Airport Authority Board asked me to write to you to request a meeting between our two organizations. I suggest that the meeting include leaders from both boards (as selected by you and me, but certainly to include our incoming Chair, April Boling) as well as senior staff (as selected by Paul Jablonski and Thella Bowens). I trust you will be amenable to this request, so I will ask Ms. Bowens to reach out to Mr. Jablonski to arrange a mutually-convenient time and location for our meeting, as soon as possible.

Thank you for your attention to these two requests and for your continued service to MTS and San Diego.

Sincerely,

Robert H. Gleason  
Board Chair

cc: MTS Executive Committee Members  
Paul Jablonski, CEO, MTS  
April Boling, Board Chair-designate, SDCRAA  
Thella Bowens, CEO, SDCRAA

# San Diego Regional Airport Authority Update

MTS Executive Committee

July 21, 2016



1



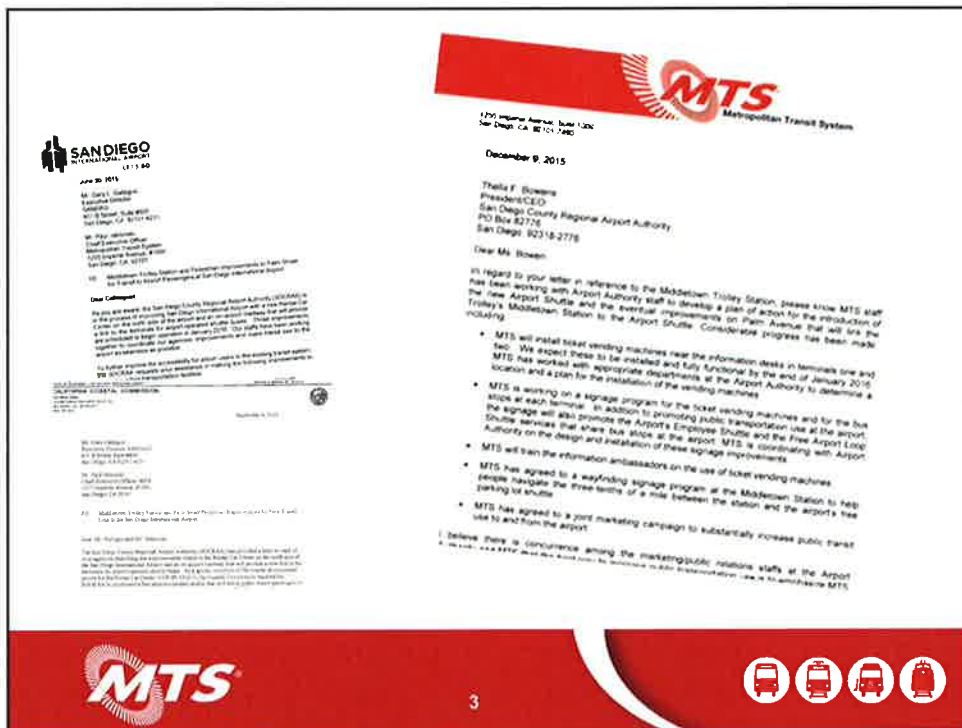
## Background

- Discussion regarding the request to rebrand the Middletown Trolley Station to “Airport” Station
- Factors at play:
  - New Airport Parking Structure at Terminal 2
  - Coastal Commission requirements for construction
  - New Airport Parking Structure and Rental Car Facility on freeway side of airport runway
  - Airport shuttles
  - Improvements planned for Palm Street between Middletown Station and Airport shuttle bus stops
  - Airport Authority and Coastal Commission requests to rebrand Middletown Station
  - Airport bus shuttle and MTS Route 992 route service comparisons



2





## Middletown to Airport Shuttle



## Airport Shuttle Operations



5



## Middletown Station



6





## Pedestrian Path



7



## Palm Avenue Improvements

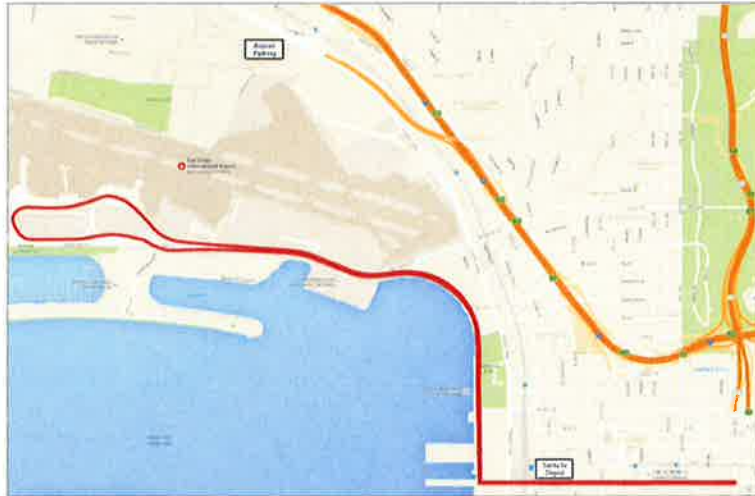


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## MTS Route 992 Operations



11



## Santa Fe Depot vs. Middletown

	Rt. 992 to/from Santa Fe Depot	Shuttle to/from Middletown
Connecting Services	Blue, Green, Orange lines Rapid 215, 235, 280, 290 Rts. 83, 923, COASTER, Amtrak	Green Line
Security	24/7	Occasional
Amenities	Restrooms, Lobby, Concessions, close-by businesses, shelters, ambassadors, TVMs	TVMs, Shelters
Safety	Security, No high speed trains	Little Security, heavy rail conflict
Pedestrian Access	Level at SFD; drop-off/pick-up curbside	Incline at Middletown, 1/3 mile, must cross Pacific Hwy, no visibility; transit islands at airport
Trip Time from Airport	11 to 21 mins	12 to 22
Frequency	15 weekdays/30 weekend	10 minutes everyday
Cost	\$2.25 one way, \$5 day pass (available at Airport TVM)	Free to Shuttle Stop; \$2.50 one-way for Trolley



12





## Coastal Commission Requirements

- Coastal Commission staff recommendation  
“... inform the public of alternative transit opportunities to and from the airport and encourage their use.”
- MTS staff met with Airport Authority and did a site visit to Middletown in November
- Staffs concurred that the best way to encourage public transit use was to highlight Santa Fe Depot
- Staffs have coordinated closely since that date



13



## Progress

- MTS has installed TVMs at Terminals 1 and 2
- MTS has installed real-time info at TVMs
- MTS will train 300 airport ambassadors re: TVMs
- MTS is updating airport shelter wraps
- MTS and AA have updated all Web materials
- AA has developed airport brochure highlighting SFD



14



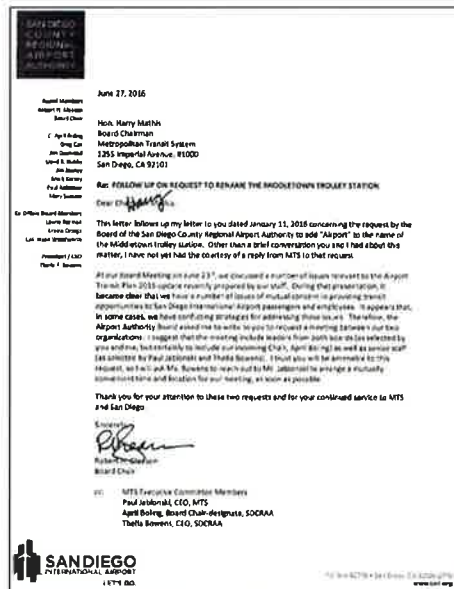
## TVM Signage



15



## New Airport Authority Letter



16



## Today's Recommendation

- That MTS and the Airport Authority continue to promote Route 992 as the primary public transportation alternative to/from the airport
- Continue to market Middletown as an alternative
- To discourage the renaming of Middletown to "Airport" or "Middletown/Airport" station



17





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## Agenda Item No. C4

### MEETING OF SAN DIEGO THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 21, 2016

#### SUBJECT:

SPECIAL EVENT SERVICE (ROB SCHUPP)

#### INFORMATIONAL ONLY

##### Budget Impact:

None.

#### DISCUSSION:

MTS provided extra service to the All-Star Game and launched extended services for Comic-Con on Wednesday, July 20 that will continue through Sunday, July 24. For both special events, MTS collaborated to print commemorative passes, made mobile tickets available and generated ad revenues. This report will provide an overview of all operational and marketing efforts as well as report on ridership results.

  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)



## Special Event Service Update

MTS Executive Committee

July 21, 2016



1



### The Month of July Ridership

- **Yankees (July 1 – 3)**
  - Friday: 5,700
  - Saturday: 5,630
  - Sunday: 5,572
- **Major League Baseball All-Star Game (July 8 – 12)**
  - Friday: 3,035
  - Saturday: 5,648
  - Sunday: 11,884
  - Monday: 11,022
  - Tuesday: 11,626
- **Comic-Con (July 20 – 24)**
  - Last Year: 280,000



2



## Ticketing



- mTicket sales:
  - 12% of All-Star Game
  - 4.5% of Yankee Games

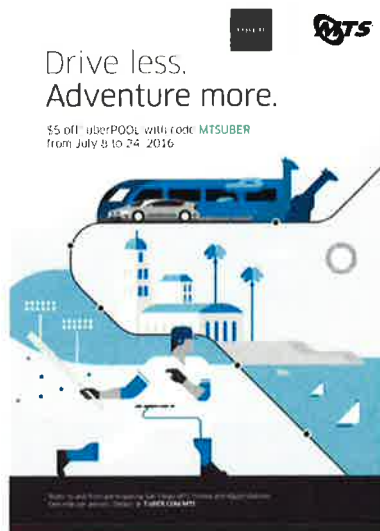


3



## Uber Partnership

- Encourage travel to transit centers
- \$5 off UberPool trip with MTSUBER code
- Geofence around transit centers for discount
- Uber reports that 1000s of code uses; 100s of discounts



4





## Trolley Wraps



5



## Station Activations



6



## Ad Revenue

Wraps: \$296,000

NBC:

\$111,000

HBO: \$ 68,600

MLB: \$ 18,000

Total: \$493,600







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## Agenda Item No. C5

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 21, 2016

#### SUBJECT:

PACIFIC IMPERIAL RAILROAD (PIR) DESERT LINE AGREEMENT – STATUS  
UPDATE (KAREN LANDERS)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

Staff will give a status update on the PIR Desert Line agreement.



Paul G. Jablonski  
Chief Executive Officer

Key Staff Contact: Karen Landers, 619.557.4512, [Karen.Landers@sdmts.com](mailto:Karen.Landers@sdmts.com)





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# REVISED DRAFT

## Agenda

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

July 28, 2016

9:00 a.m.

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

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least two working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board/Assistant Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

**ACTION  
RECOMMENDED**

1. Roll Call
2. Approval of Minutes - June 9, 2016 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

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. Increased Authorization for Legal Services Contracts to Pay Projected Expenses in Fiscal Year 2017 Approve  
Action would: (1) Approve increasing the dollar amount of eleven (11) legal services contracts to cover anticipated fiscal year 2017 (FY17) expenses; and (2) Ratify previous contract authority of \$75,000 with Baker & Miller, PLLC.
7. Centralized Train Control and Customer Information Systems Maintenance Services MOU with SANDAG Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0930.17-04.29.1, with SANDAG, for the provision of preventative maintenance services on software and equipment for the Centralized Train Control (CTC) System and Customer Information System (CIS).
8. SAP Public Services, Inc. - Contract Amendment Approve  
Action would: (1) Ratify Amendment 2 to MTS Doc. No. G1680.0-14 for \$99,386.69, which was previously issued under the Chief Executive Officer's (CEO) authority, for SAP budget module licenses and first year support services; and (2) Authorize the CEO to execute Amendment 4 to the same agreement to allow the purchase of SAP licenses for the implementation of the SAP HANA reporting module, the purchase of the incremental SAP HANA license support for eight and a half (8.5) years, and the purchase of the incremental SAP budget license support for eight (8) years.
9. Fiscal Year 2017 Transportation Development Act Claim Approve  
Action would adopt Resolution Nos. 16-14, 16-15, and 16-16 approving fiscal year 2017 Transportation Development Act Article 4.0, 4.5, and 8.0 claims.
10. Investment Report - May 2016 Information
11. San Diego Trolley, Inc. (SDTI) SD100, S70, SD8 Brake Rehabilitation Contract Award - Sole Source Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1320.0-16 with Knorr Brake Corporation (Knorr), on a sole source basis, for SD100, S70, and SD8 brake rehabilitation services for MTS's fleet of 128 light rail vehicles (LRVs).
12. Light Rail Vehicle (LRV) Resistor Bands - Contract Award Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1297.0-16 with Hi-Tec Enterprises, Inc. for the purchase of Light Rail Vehicle (LRV) Resistor Bands.
13. SD8 Trolley Brake Parts - Contract Award Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1296.0-16 with Siemens Industry, Inc. for the purchase of SD8 Trolley brake parts.
14. San Diego Metropolitan Transit System Propane Vehicle Fueling Services - Minibus and Paratransit - Contract Award Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0656.0-16 with Ferrellgas, LLP (Ferrellgas) for the provision of Propane Vehicle Fueling Services for MTS's minibuses and paratransit buses located at the Copley Park Division, for a one year term.

- |     |  |                    |
|-----|--|--------------------|
| 15. | <u>Green Line Traction Power Substations (TPSS) Rehabilitation Services - Contract Amendment</u><br>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. PWL183.0-16 with Mass Electric Construction (MEC) Company to upgrade the Secheron DC circuit breakers originally proposed in the contract to Siemens DC circuit breakers for the Green Line Traction Power Substation (TPSS) Rehabilitation Project.                                     | Approve            |
| 16. | <u>SD-100 Light Rail Vehicle Gate Turn Off Firing Boards - Sole Source Purchase Order</u><br>Action would authorize the Chief Executive Officer (CEO) to issue a purchase order to Siemens Transportation Systems Corporation (Siemens), on a sole source basis, for the purchase of forty (40) Gate Turn-Off (GTO) Firing Boards for MTS's fleet of SD-100 Light Rail Vehicles (LRVs).  | Approve            |
| 17. | <u>San Diego Trolley, Inc. (SDTI) Wheel Truing Machine Pit - Contract Award</u><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL209.0-16 with Western Rim Constructors, Inc. (WRC) for the provision of services, materials, equipment, and supplies for the construction of a wheel truing machine pit, and installation of an additional wheel truing machine at MTS's Light Rail Vehicle (LRV) Maintenance Building C.                                 | Approve            |
| 18. | <u>Taxicab Maximum Allowable Rates of Fare - Maintain the Current Uniform Rates of Fare as the Maximum Rates for 2016</u><br>Action would adopt Resolution No. 16-17 setting the maximum/uniform taxicab rates of fare for 2016.   | Approve            |
| 19. | <u>MTS Green Line 3-Bay Communications Cabinets Purchase and Installation Services - Award Work Order Under a Job Order Contract</u><br>Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC7504-08, under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc., for the provision of labor, materials, equipment, and supplies for the purchase and installation of 3-Bay Communications Cabinets at seven locations along the MTS Green Line.             | Approve            |
| 20. | <u>Minibus Fixed-Route Services - Contract Amendment</u><br>Action would: (1) Ratify Amendment Nos. 1, 2, and 3 to MTS Doc. No. G1313.0-10 which were previously approved under the Chief Executive Officer's (CEO) approval authority; (2) Authorize the CEO to execute Amendment No. 4 to MTS Doc. No. G1313.0-10 with First Transit, Inc. to increase the contract amount to fund additional revenue service hours; and (3) Authorize the CEO to exercise each option year in his discretion. | Approve            |
| 21. | <u>New Board Policy: Payments for Freight/Shipping or Sales/Other Taxes</u><br>Action would adopt new Board Policy No. 63 "Payments for Freight/Shipping or Sales/Other Taxes".  | Approve            |
| 22. | <u>San Diego and Arizona Eastern Railway Company (SD&amp;AE) Quarterly Reports and Ratification of Actions Taken by the SD&amp;AE Board of Directors at its Meeting on July 19, 2016</u>   | Receive/<br>Ratify |

Action would: (1) receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Pacific Imperial Railroad, Inc. (PIR) quarterly reports for information; and (2) ratify actions taken by the SD&AE Board at its quarterly meeting on July 19, 2016.

- |     |   |         |
|-----|---|---------|
| 23. | <u>2015 Transit and Intercity Rail Capital Program (TIRCP) Master Agreement and Program Supplement Execution</u><br>Action would approve Resolution No. 16-18 authorizing the Chief Executive Officer (CEO) to execute Master Agreement and Program Supplements for the 2015 TIRCP award. | Approve |
|-----|---|---------|

#### CLOSED SESSION

- |     |   |                 |
|-----|---|-----------------|
| 24. | CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to California Government Code Section 54956.9(d)(2) (One potential case: Kamran Hamidi - June 23, 2016 San Diego County Regional Airport Authority Airport Trip Fee Complaint) | Possible Action |
|-----|---|-----------------|

#### Oral Report of Final Actions Taken in Closed Session

#### NOTICED PUBLIC HEARINGS

- |     |       |
|-----|-------|
| 25. | None. |
|-----|-------|

#### DISCUSSION ITEMS

- |     |  |         |
|-----|--|---------|
| 30. | <u>Silver Line Naming Rights and Sponsorship Agreement (Rob Schupp)</u><br>Action would be to direct the Chief Executive Officer (CEO) to execute revenue contract G1902.0-16 with San Diego Gas & Electric (SDG&E) for the Naming Rights and Sponsorship of the Silver Line.  | Approve |
| 31. | <u>Security Services Agreement - Contract Amendment (Manny Guaderrama)</u><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1828.1-15 to amend the contract with Universal Protection Services (UPS) to authorize an additional contract authority of \$5,876,711 to cover mandated minimum wage increases over the contract term. | Approve |

#### REPORT ITEMS

- |     |   |             |
|-----|---|-------------|
| 45. | <u>All-Star Game and Comic-Con 2016 Recap (Rob Schupp)</u>          | Information |
| 46. | <u>Operations Budget Status Report for May 2016 (Mike Thompson)</u> | Information |
| 60. | <u>Chairman's Report</u>  | Information |
| 61. | <u>Chief Executive Officer's Report</u>                             | Information |
| 62. | <u>Board Member Communications</u>                                  |             |

63. Additional Public Comments Not on the Agenda  
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.
64. Next Meeting Date: September 15, 2016
65. Adjournment



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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/2016**

#### SUBJECT:

INCREASED AUTHORIZATION FOR LEGAL SERVICES CONTRACTS TO PAY  
PROJECTED EXPENSES IN FISCAL YEAR 2017

#### RECOMMENDATION:

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

- 1) Approve increasing the dollar amount of eleven (11) legal services contracts to cover anticipated fiscal year 2017 (FY17) expenses (Attachments A – K); and
- 2) Ratify previous contract authority of \$75,000 with Baker & Miller, PLCC.

#### Budget Impact

Sufficient funding has been programmed to pay these expenses in the current operating and capital budgets. The departments from which these expenses are drawn include: Risk & Claims, Real Estate, General Counsel, and Human Resources.

#### DISCUSSION:

Pursuant to Board Policy No. 52, "Procurement of Goods and Services", the Chief Executive Officer (CEO) may enter into contracts with service providers for up to \$100,000. The Board must approve all agreements in excess of \$100,000.

On December 8, 2011, the Board established a panel of qualified law firms to assist MTS, San Diego Trolley, Inc. (SDTI) and San Diego Transit Corporation (SDTC) with various legal matters on an as-needed basis. Thereafter, MTS began contracting with eighteen of the approved firms for designated amounts. The firms provide different specialties of law, such as tort liability, workers' compensation, employment practices, real estate, environmental concerns, etc. Eleven of these firms will require contract



increases to pay current and anticipated legal expenses in FY17. Rather than coming to the Board individually with each firm when the contract balance runs low, staff now requests Board approval on an annual basis at the start of each fiscal year.

The contract increases are based upon each firm's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to these firms in the current fiscal year. The following table includes the contracts needing Board approval to increase the dollar amount for legal services contracts for fiscal year 2017:

#	Firm Name	Contract/ Amendment No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount *	Attachment
1	Baker & Miller	G1421.2-12	\$75,000*	\$50,000	\$125,000	A
2	Best Best & Krieger	G1422.5-12	\$450,000	\$100,000	\$550,000	B
3	David C. Skyer, APC	G1423.6-12	\$760,000	\$60,000	\$820,000	C
4	Mark H. Barber (Law Offices of)	G1426.5-12	\$455,000	\$45,000	\$500,000	D
5	Paul Plevin Sullivan & Connaught	G1430.6-12	\$785,000	\$225,000	\$1,010,000	E
6	Ryan Carvalho & White	G1432.6-12	\$685,000	\$65,000	\$750,000	F
7	Trovillion, Inveiss & Demakis, APC	G1433.6-12	\$395,000	\$45,000	\$440,000	G
8	Wheatley Bingham & Baker	G1434.5-12	\$1,760,000	\$200,000	\$1,960,000	H
9	Laughlin, Falbo, Levy & Moresi, LLP	G1455.5-12	\$310,000	\$30,000	\$340,000	I
10	Liedle, Lounsbery, Larson & Lidl, LLP	G1490.4-13	\$480,000	\$200,000	\$680,000	J
11	Manning & Kass, Ellrod, Ramirez, Trester, LLP	G1491.4-13	\$165,000	\$25,000	\$190,000	K
<b>Totals</b>			<b>\$6,320,000</b>	<b>\$1,045,000</b>	<b>\$7,365,000</b>	

\*Reflects the total contract value, including FY17 increases described in the chart above.

\*Today's action would also ratify the previous award of \$75,000 in contract authority to Baker & Miller under the CEO's authority (G1421.0-12 for \$25,000 and G1421.1-12 for \$50,000). Baker & Miller represents MTS in federal railroad regulatory matters.



Therefore, staff is requesting that the Board of Directors: (1) approve increasing the dollar amount of eleven (11) legal services contracts; and (2) ratify previous contract authority of \$75,000 with Baker & Miller, PLLC.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft MTS Doc. No. G1421.2-12  
B. Draft MTS Doc. No. G1422.5-12  
C. Draft MTS Doc. No. G1423.6-12  
D. Draft MTS Doc. No. G1426.5-12  
E. Draft MTS Doc. No. G1430.6-12  
F. Draft MTS Doc. No. G1432.6-12  
G. Draft MTS Doc. No. G1433.6-12  
H. Draft MTS Doc. No. G1434.5-12  
I. Draft MTS Doc. No. G1455.5-12  
J. Draft MTS Doc. No. G1490.4-13  
K. Draft MTS Doc. No. G1491.4-13

DRAFT

July 28, 2016

MTS Doc. No. G1421.2-12  
LEG 491 (PC 50633)

Baker and Miller, PLCC  
Mr. William A. Mullins  
Partner  
2401 Pennsylvania Ave. NW, Ste. 300  
Washington D.C., DC 20037-1725

Dear Mr. Mullins:

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1421.0-12; LEGAL SERVICES – RAILROAD  
AND ENVIRONMENTAL LAW

This shall serve as Amendment No. 2 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – railroad and environmental law in accordance with the terms and conditions of MTS Doc. No. G1421.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$50,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$125,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
William A. Mullins  
Baker and Miller, PLCC

JULY2016.G1421.2-12.BAKER&MILLER.LEGAL.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1422.5-12  
LEG 491 (PC 50633)

Best Best & Krieger, LLP  
Mr. Bruce W. Beach  
Equity Partner  
655 West Broadway, 15<sup>th</sup> Floor  
San Diego, CA 92101

Dear Mr. Beach:

Subject: AMENDMENT NO. 5 TO MTS DOC. NO. G1422.0-12; LEGAL SERVICES – ALL AREAS OF  
MTS OPERATION

This shall serve as Amendment No. 5 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide general legal advice and services for all areas of MTS operation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1422.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$100,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$550,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
Bruce W. Beach  
Best Best & Krieger, LLP

JULY2016.G1422.5-12.BBK.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1423.6-12  
LEG 491 (PC 50633)

David C. Skyer, APC  
Mr. David C. Skyer  
Attorney  
401 West A Street, Suite 1740  
San Diego, CA 92101-7994

Dear Mr. Skyer:

Subject: AMENDMENT NO. 6 TO MTS DOC. NO. G1423.0-12; LEGAL SERVICES – GENERAL  
AND TORT LIABILITY

This shall serve as Amendment No. 6 to our agreement for the legal services as further described below.

#### STATEMENT OF WORK

Continue to represent and defend MTS, SDTC, and SDTI in tort liability matters in accordance with the terms and conditions as stated on MTS Doc No. G1423.0-12.

#### SCHEDULE

There is no change to the term of this agreement.

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$60,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$820,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
David C. Skyer, Attorney  
David C. Skyer, APC

JULY2016.G1423.6-12.DAVIDSKYER.LEGAL.doc

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

Cc: S. Lockwood, K. Landers, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1426.5-12  
LEG 491 (PC 50633)

Law Offices of Mark H. Barber  
Mr. Mark H. Barber  
Managing Attorney/Owner  
2727 Camino del Rio South, Suite 220  
San Diego, CA 92108

Dear Mr. Barber:

Subject: AMENDMENT NO. 5 TO MTS DOC. NO. G1426.0-12; LEGAL SERVICES – WORKER'S  
COMPENSATION

This shall serve as Amendment No. 5 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – worker's compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1426.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$45,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$500,000. This amount shall not be exceeded without written approval from MTS.

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 H. Barber  
Law Offices of Mark H. Barber

JULY2016.G1426.5-12.MARK H. BARBER.doc

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

Cc: K. Landers, S. Lockwood, A. Liebengood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1430.6-12  
LEG 491 (PC 50633)

Paul, Plevin, Sullivan, and Connaughton, LLP  
Mr. J. Rod Betts  
Partner  
101 W. Broadway, 9<sup>th</sup> Floor  
San Diego, CA 921081

Dear Mr. Betts:

Subject: AMENDMENT NO. 6 TO MTS DOC. NO. G1430.0-12; LEGAL SERVICES – LABOR AND  
EMPLOYMENT, ADA, CIVIL RIGHTS AND PUBLIC ENTITY

This shall serve as Amendment No. 6 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – labor and employment, ADA, civil rights and public entity law in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1430.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$225,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$1,010,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
J. Rod Betts  
Paul, Plevin, Sullivan and Connaughton, LLP

JULY2016.G1430.6-12.PAULPLEVIN.doc

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

Cc: K. Landers, J. Stumbo, S. Lockwood, B. Shannon, J. DeVault, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1432.6-12  
LEG 491 (PC 50633)

Ryan Carvalho & White LLP  
Mr. Norman Ryan  
Attorney  
3636 Nobel Dr., Suite 200  
San Diego, CA 92122-1063

Dear Mr. Ryan:

Subject: AMENDMENT NO. 6 TO MTS DOC. NO. G1432.0-12; LEGAL SERVICES – GENERAL  
LIABILITY, LABOR EMPLOYMENT, CONSTRUCTION AND INSURANCE LAW

This shall serve as Amendment No. 6 to our agreement for the legal services as further described below.

#### STATEMENT OF WORK

Continue to provide legal services – general liability, labor and employment law, construction and insurance law in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1432.0-12.

#### SCHEDULE

There is no change to the term of this agreement.

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$65,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$750,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
Norman Ryan, Attorney  
Ryan Mercaldo LLP

JULY2016.G1432.6-12.RYANMERCALDO.LEGAL.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1433.6-12  
LEG 490 (PC 50633)

Trovillion, Inveiss and Demakis, APC  
Ms. Nicole Demakis  
Partner  
1010 Second Ave., Suite 1600  
San Diego, CA 92101

Dear Ms. Demakis:

Subject: AMENDMENT NO. 6 TO MTS DOC. NO. G1433.0-12; LEGAL SERVICES – WORKER’S  
COMPENSATION

This shall serve as Amendment No. 6 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – worker’s compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1433.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$45,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$440,000. This amount shall not be exceeded without written approval from MTS.

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

Nicole Demakis  
Trovillion, Inveiss and Demakis, APC

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

Cc: K. Landers, S. Lockwood, A. Liebengood, C. Aquino, Procurement File



DRAFT

July 28, 2016

MTS Doc. No. G1434.5-12  
LEG 491 (PC 50633)

Wheatley Bingham & Baker, LLP  
Mr. Roger P. Bingham  
Partner  
462 Stevens Ave., Suite 109  
Solana Beach, CA 92075

Dear Mr. Bingham:

Subject: AMENDMENT NO. 5 TO MTS DOC. NO. G1434.0-12; LEGAL SERVICES – GENERAL & TORT LIABILITY

This shall serve as Amendment No. 5 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – general & tort liability in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1434.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$1,960,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
Roger P. Bingham  
Wheatley Bingham & Baker, LLP

JULY2016.G1434.5-12.WBB.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1455.5-12  
LEG 491 (PC 50633)

Laughlin, Falbo, Levy & Moresi LLP  
Ms. Marijo Kuperman, Esq.  
Managing Partner  
600 B Street, Suite 2300  
San Diego, CA 92101

Dear Ms. Kuperman:

Subject: AMENDMENT NO. 5 TO MTS DOC. NO. G1455.0-12; LEGAL SERVICES – WORKER'S  
COMPENSATION

This shall serve as Amendment No. 5 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – worker's compensation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1455.0-12.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$30,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$340,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
Marijo Kuperman  
Laughlin, Falbo, Levy & Moresi LLP

JULY2016.G1455.5-12.LFLM.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1490.4-13  
LEG 491 (PC 50633)

Liedle, Lounsbery, Larson & Lidl, LLP  
Mr. Matthew J. Liedle  
Managing Partner  
12520 High Bluff Dr., Suite 200  
San Diego, CA 92130

Dear Mr. Liedle:

Subject: AMENDMENT NO. 4 TO MTS DOC. NO. G1490.0-13; LEGAL SERVICES – GENERAL LIABILITY, LABOR AND EMPLOYMENT LAW, CONSTRUCTION CONTRACTS AND CLAIMS, AMERICANS WITH DISABILITIES ACT (ADA), AND CIVIL RIGHTS

This shall serve as Amendment No. 4 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – general liability, labor and employment law, construction contracts and claims, Americans with Disabilities Act (ADA), and civil rights in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1490.0-13.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$680,000. This amount shall not be exceeded without written approval from MTS.

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

Matthew J. Liedle, Managing Partner  
Liedle, Lounsbery, Larson & Lidl, LLP

JULY2016.G1490.4-13.LLLL.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File

DRAFT

July 28, 2016

MTS Doc. No. G1491.4-13  
LEG 491 (PC 50633)

Manning & Kass, Ellrod, Ramirez, Trester, LLP  
Ms. Marguerite Lieu Jonak  
Partner  
550 West C Street, Suite 900  
San Diego, CA 92101

Dear Ms. Jonak:

Subject: AMENDMENT NO. 4 TO MTS DOC. NO. G1491.0-13; LEGAL SERVICES – GENERAL LIABILITY, WORKER'S COMPENSATION, LABOR AND EMPLOYMENT LAW, CONSTRUCTION CONTRACTS AND CLAIMS, AMERICANS WITH DISABILITIES ACT (ADA), CIVIL RIGHTS, CRIMINAL LAW, AND REAL ESTATE

This shall serve as Amendment No. 4 to our agreement for the legal services as further described below.

#### SCOPE

Continue to provide legal services – general liability, worker's compensation, labor and employment law, construction contracts and claims, Americans with Disabilities Act (ADA), civil rights, criminal law, and real estate in accordance with the terms and conditions of the original agreement, MTS Doc. No. G1491.0-13.

#### SCHEDULE

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

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$25,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$190,000. This amount shall not be exceeded without written approval from MTS.

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

\_\_\_\_\_  
Marguerite Lieu Jonak  
Manning & Kass, Ellrod, Ramirez, Trester, LLP

JULY2016.G1491.4-13.MANNING&KASS.doc

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

Cc: K. Landers, S. Lockwood, C. Aquino, Procurement File



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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

CENTRALIZED TRAIN CONTROL AND CUSTOMER INFORMATION SYSTEMS  
MAINTENANCE SERVICES MOU WITH SANDAG

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0930.17-04.29.1, (in substantially the same format as Attachment A) with SANDAG, for the provision of preventative maintenance services on software and equipment for the Centralized Train Control (CTC) System and Customer Information System (CIS).

#### Budget Impact

The funding for this maintenance agreement is budgeted in the Information Technology operations budget and will not exceed \$353,467.00 for calendar year 2016.

#### DISCUSSION:

In December 2007, ARINC won the contract to design and install a new Centralized Train Control (CTC) system for light rail transit operations in greater San Diego. The contract was awarded by the San Diego Association of Governments (SANDAG) for the MTS Rail Operations of San Diego Trolley Inc. (SDTI), and SANDAG managed the implementation of the system. ARINC implemented a new CTC system with centralized train control, routing and tracking, and monitoring and controlling of 53 miles of track, substations, feeders and overhead catenary.

The project was accepted and signed off in 2012 and with the system under warranty for that calendar year, a maintenance agreement was not required until 2013. In October 2013, MTS entered into a memorandum of understanding (MOU) with SANDAG for CTC maintenance (performed by ARINC) for calendar years 2013 - 2015 in an amount, not to



exceed \$1,152,229.00. An MOU with SANDAG for calendar year 2016 is required to reimburse SANDAG for the full and actual cost for maintenance services performed by ARINC.

Scope of Work to be Performed by SANDAG:

SANDAG will provide overall project management services for project maintenance and provide funding as approved by the SANDAG Board of Directors.

Scope of Work to be Performed by ARINC:

ARINC will provide the following:

1. Maintenance of the system software (including operating system, networking software, and software utilities).
2. Third-party software package updates (such as database managers).
3. Software version support.
4. Development of new application software (estimated time and material, with minimum service charges).
5. Phone and on-site support for SANDAG installation of new revision level software (including parts and labor).

MTS agrees to reimburse SANDAG for the full and actual cost for maintenance services in an amount not to exceed \$353,467.00. This amount shall include eligible costs for the software and hardware maintenance, quality assurance/control, testing and update services available from ARINC. In the event that this amount will be exceeded, MTS will meet with SANDAG to discuss the need for additional hours. In no event shall MTS have the responsibility to move forward until the parties are able to identify sufficient funding for hours associated with out of scope tasks.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute MTS Doc. No. G0930.17-04.29.1, (in substantially the same format as Attachment A), for the provision of preventative maintenance services on software and equipment for the Centralized Train Control (CTC) System and Customer Information System (CIS).

  
\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Addendum 17 Project Scope of Work

**Addendum 17 Project Scope of Work**

MTS File No.	G0930.17-04.29.1	SANDAG Reference No.	5000710 SOW 29.1
CIP Title:	Centralized Train Control		
OWP No.	33123.00	Project Managers:	MTS – Sandra Bobek SANDAG - Francine Jimenez
Lead Agency:	SANDAG	Operating Agency:	MTS
Estimated Start Date:	July 2016	Original SOW 29 Budget	\$1,152,229.00
Estimated Completion Date:	12/31/16	Additional SOW 29 Budget (this amendment)	\$353,467.00
Total CIP Budget	\$1,505,696.00	Total SOW Budget (value of work to be invoiced between SANDAG/MTS):	\$1,505,696.00

Intended Source of Funds:

The project will be utilizing local MTS operations funding.

Describe Any Necessary Transfers of Project Funds Between the Parties:

MTS shall transfer \$353,467.00 in funding to SANDAG for services described herein.

Project Description:

This project is for the productive and preventative maintenance services on software and equipment through the end of the Calendar Year (CY) 2016 for the Centralized Train Control (CTC) System and Customer Information System (CIS).

Scope of Work to be Performed by MTS:

MTS agrees to reimburse SANDAG for the full and actual cost for maintenance services in an amount not to exceed \$353,467.00. This amount shall include eligible costs for the software and hardware maintenance, quality assurance/control, testing, and update services available from the SANDAG Vendor (ARINC). In the event that SANDAG notifies MTS that this amount will be exceeded, MTS will meet with SANDAG to discuss the need for additional hours. In no event shall SANDAG have the responsibility to move forward until the parties are able to identify sufficient funding for hours associated with out of scope tasks.

Scope of Work to be Performed by SANDAG Consultant (ARINC):

1. Maintenance and upgrading of the system software (including operating system, networking software, and software utilities).
2. Third-party software package updates (such as database managers).
3. Software version support (as described above).
4. Development of new application software (estimated time and material, with minimum service charge).
5. Phone and on-site support for SANDAG installation of new revision level software (including parts and labor).

The estimated cost for services can be found in Attachment 1.

Scope of Work to be Performed by SANDAG:

1. SANDAG will provide overall project management services for the Project maintenance.

Any Additional Project-Specific Conditions:

None

APPROVED BY:

SANDAG

METROPOLITAN TRANSIT SYSTEM

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Jim Linthicum  
Director of Mobility Management and  
Project Implementation

Date

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Paul Jablonski  
Chief Executive Officer

Date



**Attachment 1**  
**Additional Services to be provided by ARINC**

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Item Description	Year	Contract Amount
Maintenance per Option B in Base Service Agreement	Y4	\$313,467.00
Customer Information System (CIS) Maintenance	Y4	\$40,000.00
Total Maintenance Cost		\$353,467.00

The tasks and/or elements corresponding to this amount are listed in the following table.

Attachment 1A

**WORK ELEMENT:** 33123.00 Centralized Train Control Maintenance  
**FY 2016-2017 BUDGET:** \$353,467.00  
**AREA OF EMPHASIS:** Regional Operations and Services

New Project -- Reimbursement from MTS for Maintenance Contract

Funds Source				
		Prior	FY 2016	Total
Local Funds - Reimbursement from MTS		\$1,152,229	\$ 353,467	\$1,505,696
<b>TOTAL</b>		<b>\$1,152,229</b>	<b>\$353,467</b>	<b>\$1,505,696</b>

Note: Reimbursement of contract costs by MTS for 3 year maintenance contract

Funds Application				
		Prior	FY 2016	Total
Contracted Services*		\$1,152,229	\$ 353,467	\$1,505,696
<b>TOTAL</b>		<b>\$1,152,229</b>	<b>\$353,467</b>	<b>\$1,505,696</b>

\*No legal or communications services are required for this project

#### OBJECTIVE

The Objective of this project is to provide for software and hardware maintenance of the MTS Centralized Train Control (CTC) system delivered and operational phases, while future phases (implementation) are still being delivered.

#### PREVIOUS ACCOMPLISHMENTS

The CTC system is being delivered under CIP 1142500 and has delivered a complete back office CTC system and passenger information system via next train arrival signs and public address announcements.

**Project Manager:** Jimenez, Francine  
**Committee(s):** Transportation Committee  
**Working Group(s):** Intelligent Transportation System Technology/Project Managers Working Group

**PRODUCTS, TASKS, AND SCHEDULES FOR FY 2016-2017**

Task No.	% of Effort	Task Description / Product / Schedule
1	100	<b>Task Description:</b> Management of Software and Hardware Maintenance contract for CTC back office system <b>Product:</b> Contract for system support with vendor <b>Completion Date:</b> 9/30/2015

**FUTURE ACTIVITIES****PRODUCTS, TASKS, AND SCHEDULES**

Task No.	% of Effort	Task Description / Product / Schedule
1	100	<b>Task Description:</b> Software and Hardware Maintenance for CTC back office system <b>Product:</b> Contract for system support with vendor <b>Completion Date:</b> 12/31/2016

Note: As SANDAG delivers the Centralized Train Control in phases to support Trolley operations, MTS desires SANDAG to manage (via contract) Phase I maintenance on the delivered system. This will be accomplished through a contract with ARINC, which is currently a SANDAG contractor.



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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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

SAP PUBLIC SERVICES, INC. - CONTRACT AMENDMENT

#### RECOMMENDATION:

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

- 1) Ratify Amendment 2 to MTS Doc. No. G1680.0-14 for \$99,386.69, which was previously issued under the Chief Executive Officer's (CEO) authority, for SAP budget module licenses and first year support services (Attachment A); and
- 2) Authorize the CEO to execute Amendment 4 to the same agreement (in substantially the same format as Attachment B) to allow the purchase of SAP licenses for the implementation of the SAP HANA reporting module, the purchase of the incremental SAP HANA license support for eight and a half (8.5) years, and the purchase of the incremental SAP budget license support for eight (8) years.

#### Budget Impact

The total costs associated with this request, inclusive of Amendment 2, will not exceed \$414,257.41. The costs associated with Amendment 4, exclusively, will total \$314,870.72, as follows:

Description	Base Fee	Annual Fee	No. of Years	Total Cost	Term
a. SAP Reports HANA - Software	\$59,753.73	N/A	N/A	\$59,753.73	N/A
b. SAP Reports HANA - Support	N/A	\$13,145.82	8.5	\$111,739.47	7/1/16 - 12/31/24
c. SAP Budget - Support	N/A	\$17,922.19	8	\$143,377.52	1/1/17 - 12/31/24
TOTAL				\$314,870.72	

The total value of the agreement will increase from the original \$2,393,837.30 to a new total of \$2,708,708.02.



The software costs (\$59,753.73) would be funded through MTS Capital Improvement Program (CIP) project number 1009001603-599903. Support services (\$255,116.99) will be funded through the Information Technology (IT) department's annual operating budget account code 661010-571250.

#### DISCUSSION:

In July 2014, MTS competitively procured SAP as its replacement Enterprise Resource Planning (ERP) and Enterprise Asset Management (EAM) platform. Since the completion of implementation in January 2016, SAP has collected significant amounts of operational and financial data that needs to be harnessed into meaningful management reports and key performance indicators so staff can better manage MTS's operation. This continuous accumulation of data is expected to last far into the future and MTS needs to be equipped with data extraction and management tools that will facilitate the retrieval of relevant data elements and efficiently allow for their conversion into reports that are able to display different levels of real-time details on demand.

This request would allow MTS to purchase the licenses necessary to enhance the current reporting capabilities available from MTS's SAP application.

Additional details are provided below:

#### Ratification of Amendment No. 2, Public Budget Formulation (PBF)

This amendment was for the purchase of SAP Budget module licenses and the first year's software support services (covering one (1) year (1/1/16 – 12/31/16) totaling \$99,386.69.

#### Amendment No. 4 Purchase of SAP HANA Licenses and Support Services

This amendment would authorize the purchase of new licenses and annual maintenance support for SAP HANA for eight and a half (8.5) years, from July 1, 2016 through December 31, 2024.

Therefore, staff recommends that the MTS Board of Directors ratify Amendment 2 to MTS Doc. No. G1680.0-14 for \$99,386.69, which was previously issued under the CEO's authority, for SAP budget module licenses and first year support services, and authorize the CEO to execute Amendment 4 to the same agreement to allow the purchase of SAP licenses for the implementation of the SAP HANA reporting module, the purchase of the incremental SAP HANA license support for eight and a half (8.5) years, and the purchase of the incremental SAP Budget license support for eight (8) years

  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. MTS Doc. No. G1680.2-14  
B. Draft MTS Doc. No. G1680.4-14

**Metropolitan Transit System**

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

December 29, 2015

MTS Doc. No. G1680.2-14

SAP Public Services  
James Prest  
1300 Pennsylvania Avenue NW, Suite 600  
Washington, DC 20004

**Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1680.0-14; SAP ERP AND TAM SOFTWARE  
LICENSING AND SUPPORT**

Dear Mr. Prest:

This shall serve as Amendment No. 2 to our agreement for the SAP ERP and TAM software licensing and support as further described below.

**SCOPE**

Provide additional software licensing and support services as outlined in SAP Order Form No. 2. (Attachment A)

**SCHEDULE**

Software licensing included in this amendment will be supported through December 31, 2016.

**PAYMENT**

As a result of this Amendment, the contract value will increase by \$81,464.50 for the license fee and \$17,922.19 for the support fee for a total of \$99,386.69.

This will increase the SAP Total Maintenance Base for purposes of calculating annual SAP Support fees to \$806,595.31.

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,

Paul C. Jablonski  
Chief Executive Officer

LMARQUIS-CL  
CL-G1680.2-14.SAPPUBSVS.RATKINSON.122815

Agreed:

DocuSigned by:

James Prest

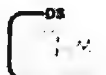
James Prest

SAP Public Services

Date: December 31, 2015

Cc: F. LaCroix, R. Atkinson, Procurement File

Attachment: A – SAP Order Form No. 2



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

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation. In cooperation with Chula Vista Transit, MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



**SOFTWARE LICENSE AND SUPPORT AGREEMENT**  
**Software Order Form No. 2 ("Order Form")**  
**effective December 28, 2015 ("Effective Date")**

**between**

**SAP Public Services, Inc.**  
**3999 West Chester Pike**  
**Newtown Square, PA 19073**  
**(hereinafter "SAP")**

**And**

**San Diego Metropolitan Transit System**  
**1255 Imperial Avenue, Suite 1000**  
**San Diego, CA 92101**  
**(hereinafter "Licensee")**

**PREAMBLE:**

SAP and Licensee agree that this Order Form is a binding agreement for SAP software licenses and support, governed by the SAP Software General Terms and Conditions ("GTC") accepted between SAP and Licensee dated September 30, 2014 ("Initial Agreement"), the applicable Software Use Rights document ("Use Terms") current at the time of execution of this Order Form as specified in the GTC, and all Schedules referenced by the GTC and/or Order Form ("Schedules"), all of which are made a part hereof. All such components, including Order Forms previously issued under the GTCs, are integral to this agreement, collectively form a single agreement and are referred to herein as the "Agreement". Licensee acknowledges it has had the opportunity to review the Use Terms prior to executing this Order Form.

1. **LICENSED SOFTWARE AND FEES.** The Software licensed to Licensee pursuant to this Order Form and the associated fees are identified in Schedule 1. All license fees are net after discount, if applicable. The total net license fees identified in Schedule 1 and payable under this Order Form are 81,464.50 USD which shall be invoiced upon execution of this Order Form.
2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP Enterprise Support is the applicable SAP Support offered by SAP for the Software licensed under this Order Form as set forth in the SAP Support Schedule to the Agreement.

SAP Support shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support is the remainder of the current calendar year and the next full calendar year (except in cases of Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31<sup>st</sup> of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Support Fees shall be paid annually in advance and shall be as specified below.

The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Maintenance Base (set forth in the Schedule 1 as "Maintenance Base") for the licensed Software stated in Schedule 1. The current annual SAP Enterprise Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP may increase Licensee's Enterprise Support Fee hereunder from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Enterprise Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics".

## ATTACHMENT A

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will increase as additional software is licensed.

SAP Solution Manager is available to all SAP Support customers to the extent stated in the applicable SAP Support schedule, but does not currently interface with selected SAP BusinessObjects portfolio products.

3. **PAYMENT TERMS:** All fees are in USD. All payment terms for Software and Support are net thirty (30) days from date of invoice.

4. **DELIVERY:** Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Licensee's location at: 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101 ("Delivery Location").

Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (<http://service.sap.com/swdc>):

USER ID: **S0012215044**  
PASSWORD: **RAFGZN1R**

Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

5. **VALIDITY OF OFFER:** The validity of this offer will expire on **December 31, 2015**, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:

**SAP Public Services, Inc.**  
(SAP)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Accepted by:

**San Diego Metropolitan Transit System**  
(Licensee)

By: 

Title: **CEO**

Date: **12/21/15**



Schedule 1 to Order Form	
Customer Name	San Diego Metropolitan Transit System
Net License Fee	81,464.50 USD
Support Type	SAP Enterprise Support
Support Percent %	22.00%
BSI Support Percent %	N/A
Maintenance Base	81,464.50 USD
Annual Support Fee	17,922.19 USD

Software Licensed					
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity
SAP Public Budget Formulation		X	Total annual budget	\$1 billion	1
SAP Enterprise Integration for Work Manager mobile app		X	Users	1	70
SAP Enterprise Integration for Inventory Manager mobile app		X	Users	1	25
SAP CRM Service		X	Users	1	40
Database	X		MS SQL Server Enterprise Edition	1	1

## Legend:

TPP- Third Party Product: 'X' indicates the software product is a Third Party Product licensed from SAP

SAV-SAP Application Value: "X" indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

DRAFT

July xx, 2016

MTS Doc. No. G1680.4-14  
(Ref: SAP PO #4500000355)SAP Public Services  
James Prest  
1300 Pennsylvania Ave, NW, Suite 600  
Washington, DC 20004Subject: AMENDMENT NO. 4 TO MTS DOC. NO. G1680.0-14; SAP ERP AND TAM SOFTWARE  
LICENSING AND SUPPORT

Dear Mr. Prest:

This shall serve as Amendment No. 4 to our agreement for the SAP ERP and TAM software licensing and support as further described below.

## SCOPE

Provide additional software licensing and support services as outlined in SAP Order Form No. 3. (Attachment A)

## SCHEDULE

Software licensing included in this amendment will be supported through December 31, 2024.

## PAYMENT

As a result of this Amendment, the contract value shall increase by \$59,753.73 (HANA license fee), \$111,739.47 [HANA annual support fee total for eight and a half (8.5) years], and \$143,377.52 [SAP Budget support fee total for eight (8) years] as reflected below:

#	Description	Base Fee	Annual Fee	No. of Years	Total Cost	Term
1	SAP Reports HANA - Software	\$ 59,753.73	N/A	N/A	\$ 59,753.73	N/A
2	SAP Reports HANA - Support	N/A	\$13,145.82	8.5	\$ 111,739.47	6/1/16 - 12/31/24
3	SAP Budget - Support	N/A	\$17,922.19	8	\$ 143,377.52	1/1/17 - 12/31/24
TOTAL					\$ 314,870.72	

This will increase the SAP Total Maintenance Base for the purposes of calculating annual SAP Support fees to \$866,349.04.

The total value of this contract including this amendment shall not exceed \$2,708,708.02 without prior written approval from MTS.

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

\_\_\_\_\_  
James Prest  
SAP Public Services

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

Enclosure: SAP Software License and Support Agreement (Order Form No. 3)

Cc: S. DiBiase, T. Popplewell, S. Bobek, R. Borowski, R. Atkinson, C. Aquino, Procurement File



**SOFTWARE LICENSE AND SUPPORT AGREEMENT**  
**Software Order Form No. 3 ("Order Form")**  
**effective June 30, 2016 ("Effective Date")**

**between**

**SAP Public Services, Inc.**  
**3999 West Chester Pike**  
**Newtown Square, PA 19073**  
**(hereinafter "SAP")**

**And**

**San Diego Metropolitan Transit System**  
**1255 Imperial Ave Suite 1000**  
**San Diego, CA 92101-7490**  
**United States**  
**(hereinafter "Licensee")**

**PREAMBLE:**

SAP and Licensee agree that this Order Form is a binding agreement for SAP software licenses and support, governed by the SAP Software General Terms and Conditions ("GTC") accepted between SAP and Licensee dated September 30, 2014 ("Initial Agreement"), the applicable Software Use Rights document ("Use Terms") current at the time of execution of this Order Form as specified in the GTC, and all Schedules referenced by the GTC and/or Order Form ("Schedules"), all of which are made a part hereof. All such components, including Order Forms previously issued under the GTCs, are integral to this agreement, collectively form a single agreement and are referred to herein as the "Agreement". Licensee acknowledges it has had the opportunity to review the Use Terms prior to executing this Order Form.

1. **LICENSED SOFTWARE AND FEES.** The Software licensed to Licensee pursuant to this Order Form and the associated fees are identified in Schedule 1. All license fees are net after discount, if applicable. The total net license fees identified in Schedule 1 and payable under this Order Form are 59,753.73 USD which shall be invoiced upon execution of this Order Form.
2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP "Enterprise Support" is the applicable SAP Support offered by SAP for the Software licensed under this Order Form as set forth in the SAP Support Schedule to the Agreement.

SAP Support shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support is the remainder of the current calendar year and the next full calendar year (except in cases of Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31<sup>st</sup> of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Support Fees shall be paid annually in advance and shall be as specified below.

The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Maintenance Base (set forth in the Schedule 1 as "Maintenance Base") for the licensed Software stated in Schedule 1. The current annual SAP Enterprise Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP may increase Licensee's Enterprise Support Fee hereunder from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Enterprise Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics".

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will increase as additional software is licensed.

SAP Solution Manager is available to all SAP Support customers to the extent stated in the applicable SAP Support schedule, but does not currently interface with selected SAP BusinessObjects portfolio products.

3. **PAYMENT TERMS:** All fees are in USD. All payment terms for Software and Support are net thirty (30) days from date of invoice.
4. **DELIVERY:** Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Licensee's location at: 1255 Imperial Ave Suite 1000, San Diego, CA 92101-7490, United States ("Delivery Location").

Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (<http://service.sap.com/swdc>):

USER ID:  
PASSWORD:

Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

Licensee agrees not to request any physical delivery of Software or Support Services and should it occur that any such delivery will be rejected by Licensee. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and Delivery Location of the Software and corresponding SAP Support.

5. **VALIDITY OF OFFER:** The validity of this offer will expire on **July 31, 2016**, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:

**SAP PUBLIC SERVICES, Inc.**  
(SAP)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Accepted by:

**San Diego Metropolitan Transit System**  
(Licensee)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Schedule 1 to Order Form	
Customer Name	San Diego Metropolitan Transit System
Net License Fee	59,753.73 USD
Support Type	SAP Enterprise Support
Support Percent %	22.00%
BSI Support Percent %	N/A
Maintenance Base	59,753.73 USD
Annual Support Fee	13,145.82 USD

Software Licensed						
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity	Net License Fee
SAP HANA, Runtime edition for SAP BW - Install base			HSAV	1	1	59,753.73

## Legend:

TPP- Third Party Product: 'X' indicates the software product is a Third Party Product licensed from SAP

SAV-SAP Application Value: "X" indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.



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San Diego, CA 92101-7490  
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## Agenda Item No. 9

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

FISCAL YEAR 2017 TRANSPORTATION DEVELOPMENT ACT CLAIM

#### RECOMMENDATION:

That the MTS Board of Directors adopt Resolution Nos. 16-14 (Attachment A), 16-15 (Attachment B), and 16-16 (Attachment C) approving fiscal year 2017 Transportation Development Act Article 4.0, 4.5, and 8.0 claims.

#### Budget Impact

The FY 2017 TDA claims would result in the approval of \$94,842,533 in TDA funds for MTS to be utilized in the fiscal year 2017 operating and capital budgets.

#### DISCUSSION:

The Transportation Development Act (TDA) provides one-quarter percent of the state sales tax for operating and capital support of public transportation systems and non-motorized transportation projects. The San Diego Association of Governments (SANDAG), as the designated Regional Transportation Planning Agency, is responsible for the allocation of TDA funds to the region's cities, the county, and transit operators. At its February 26, 2016 meeting, the SANDAG Board of Directors approved the San Diego County Auditor's estimate of \$130,257,239 for the fiscal year 2017 TDA apportionment.

A Master Memorandum of Understanding (MOU) exists between SANDAG, San Diego Metropolitan Transit System (MTS), and the North County Transit District (NCTD) with respect to the functions and responsibilities transferred to SANDAG as a result of Senate Bill 1703 (Peace, 2003). Pursuant to the MOU, both transit agencies transfer TDA funding to SANDAG annually to pay for the administrative and planning functions that were transferred to SANDAG as a result of the consolidation. The MOU is updated as circumstances change. For fiscal year 2017, \$2,630,908 in funding will remain with SANDAG for transferred administrative and planning functions.



TDA allocations are authorized under four separate articles of the law. Article 4 funds are used to provide general public transit services. Article 4.5 funds are designated for community transit services, and pursuant to SANDAG Board Policy No. 027, are allocated within the San Diego region to support paratransit services required by the Americans with Disabilities Act (ADA). Article 8 funds support specialized services such as express bus and ferry services.

A total of \$94,842,533 is estimated to be allocated to MTS for fiscal year 2017. This includes \$89,304,854 in TDA Article 4.0 claims, \$54,492,403 of which will fund operating activities, and the remaining \$34,812,451 will fund the capital improvement program; \$4,782,760 in Article 4.5 claims to fund the MTS Access/CTS Paratransit services; and \$754,919 in Article 8.0 claims to fund the ferry/commuter express services. The resolutions in Attachments A – C formally approve MTS's TDA claims and the use of these funds consistent with TDA guidelines.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Resolution No. 16-14  
B. Resolution No. 16-15  
C. Resolution No. 16-16



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 16-14

Resolution Approving Fiscal Year 2017 Transportation Development Act, Article 4.0

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2017 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2017 TDA Article 4.0 MTS TDA claim of \$89,304,854; \$54,492,403 of the 4.0 TDA claim will be used for operating activities, and the remaining \$34,812,451 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this 28<sup>th</sup> day of July 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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 16-15

Resolution Approving Fiscal Year 2017 Transportation Development Act, Article 4.5

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2017 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2017 TDA Article 4.5 MTS TDA claim of \$4,782,760. The allocation will be used to fund the MTS Access/CTS Paratransit services.

PASSED AND ADOPTED by the Board of Directors this 28<sup>th</sup> day of July 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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 16-16

Resolution Approving Fiscal Year 2017 Transportation Development Act, Article 8.0

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2017 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2017 TDA Article 8.0 MTS TDA claim of \$754,919. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this 28<sup>th</sup> day of July 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



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## Agenda Item No. 10

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

July 28, 2016

**SUBJECT:**

INVESTMENT REPORT – MAY 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

**INFORMATIONAL ONLY**

Budget Impact

None.

**DISCUSSION:**

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of May 31, 2016. The combined total of all investments has decreased month to month from \$103.0 million to \$98.5 million. This \$4.5 million decrease is attributable to \$5.6 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.

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](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Investment Report for May 2016



**San Diego Metropolitan Transit System  
Investment Report  
May 31, 2016**

	<b>Restricted</b>	<b>Unrestricted</b>	<b>Total</b>	<b>Average rate of return</b>
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	24,260,366	24,260,366	0.00%
Total Cash and Cash Equivalents	-	24,260,366	24,260,366	
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	4,892,774	-	4,892,774	
Total Cash - Restricted for Capital Support	9,651,356	-	9,651,356	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	16,185,895	48,358,417	64,544,311	0.552%
Total Investments - Working Capital	16,185,895	48,358,417	64,544,311	
Total cash and investments	<b>\$ 25,837,251</b>	<b>\$ 72,618,783</b>	<b>\$ 98,456,034</b>	

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



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## Agenda Item No. 11

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

SAN DIEGO TROLLEY, INC. (SDTI) SD100, S70, SD8 BRAKE REHABILITATION  
CONTRACT AWARD – SOLE SOURCE

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1320.0-16 (in substantially the same format as Attachment A) with Knorr Brake Corporation (Knorr), on a sole source basis, for SD100, S70, and SD8 brake rehabilitation services for MTS's fleet of 128 light rail vehicles (LRVs).

#### Budget Impact

The total value of this agreement will not exceed \$5,004,503.00 inclusive of freight charges and California sales tax. Funding will be from the fiscal year 2017 through 2021 LRV Maintenance budget 350016-545100.

#### DISCUSSION:

SDTI is currently operating a fleet of fifty-two (52) SD100, eleven (11) S70, and sixty-five (65) SD8 LRVs. These rail cars were manufactured by Siemens from 1992 through 1995 (SD100), 2005 (S70), and 2012 through 2015 (SD8). Knorr is the designer and original equipment manufacturer (OEM) of the brake system used on these rail cars. All drawings and specifications necessary to manufacture the braking system and services are proprietary to Knorr. Maintenance procedures at SDTI require that these parts and services be obtained from the OEM.

Knorr supplies braking systems that meet standards required by the rail car manufacturer as well as the standards set by SDTI. Based on the high levels of design criteria and the need for specialized knowledge of hydraulic braking systems for mass transit, it is required that only Knorr certified personnel are permitted to overhaul this



equipment. Skilled workmanship and an intimate knowledge of the equipment are necessary for an overhaul to ensure that the finished product will maintain the proper levels of reliability and safety required by SDTI. MTS staff also requests the use of Knorr parts in the overhaul of this critical equipment to guarantee its integrity and reliability.

After conducting price reasonableness analyses, staff determined that Knorr presented fair and reasonable pricing. Knorr's bid is 7.5% percent lower than MTS's independent cost estimate of \$5,380,000.00

DESCRIPTION	2016 L1320.0-16	# of Vehicles	Total Contract	ICE
SD100 LIGHT RAIL VEHICLE	\$44,361.00	52	\$2,306,772.00	\$45,000.00
SD7 LIGHT RAIL VEHICLE	\$37,331.00	11	\$410,641.00	\$40,000.00
SD8 LIGHT RAIL VEHICLE	\$35,186.00	65	\$2,287,090.00	\$40,000.00
			<b>Total Contract:</b>	<b>\$5,004,503.00</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1320.0-16 (in substantially the same format as Attachment A) with Knorr, on a sole source basis, for SD100, S70, and SD8 brake rehabilitation services for MTS's fleet of 128 LRVs.

  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. L1320.0-16

STANDARD SERVICES AGREEMENT  
FOR  
SD-100, S70 SD8 BRAKE REHABILITATION  
DRAFT

L1320.0-16  
CONTRACT NUMBER  
350016-545100  
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, a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Knorr Brake Corporation Address: 1 Arthur Peck Drive  
Form of Business: Corporation Westminster, MD. 21158  
(corporation, partnership, sole proprietor, etc.)  
Telephone: (410) 875-1221

Authorized person to sign contracts: Cameron Akins Director of Rail Services  
Name Title

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

Provide SD100, S70, and SD8 friction brake system overhaul kits and 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 August 1, 2016 through July 30, 2021. The total amount of this contract shall not exceed \$5,004,503.00 including California sales tax and freight charges without prior written approval from 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
<b>\$5,004,503.00 Total</b>	350016-545100	16 - 21

By: \_\_\_\_\_  
Chief Financial Officer Date

(\_\_\_\_ total pages, each bearing contract number)





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## Agenda Item No. 12

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

LIGHT RAIL VEHICLE (LRV) RESISTOR BANDS – 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. L1297.0-16 (in substantially the same format as Attachment A) with Hi-Tec Enterprises, Inc. for the purchase of Light Rail Vehicle (LRV) Resistor Bands.

#### Budget Impact

The value of this agreement will not exceed \$253,141.20 and is funded under the San Diego Trolley, Inc. (SDTI) LRV Maintenance budget account 350016-545100.

#### DISCUSSION:

MTS operates a fleet of LRVs which include 52 SD100 vehicles. These vehicles are equipped with braking systems that rely principally on precisely modulated resistance to electrical energy flows in the propulsion systems. This resistance helps regulate train speed and is managed through resistor bands that are integrated in the propulsion system. The constant acceleration/deceleration of trains results in deformations to these resistor bands which must be remedied quickly to ensure that trolleys operate safely and efficiently. The resistor band components are all manufactured by GINO for Siemens Industry and require periodic overhaul as part of MTS's preventive maintenance program to ensure continued safe and reliable service. MTS must procure additional resistor equipment for stock to facilitate these maintenance activities and minimize vehicle downtime.

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



On May 23, 2016 staff issued an Invitation for Bids (IFB). Two responsive and responsible bids were received by the due date of June 14, 2016.

Based on the bids received, and in comparison with the independent cost estimate (ICE), Hi-Tec's price was determined to be fair and reasonable.

LRV RESISTOR BANDS		
COMPANY NAME	BID AMOUNT INCLUDING SALES TAX	Meets Buy America Requirements
<b>HI-TEC</b>	<b>\$253,141.20</b>	Y
<i>Siemens</i>	<b>\$345,260.88</b>	Y
<i>MTS ICE</i>	\$306,400.32	

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1297.0-16 (in substantially the same format as Attachment A), with Hi-Tec Enterprises Inc. for the purchase of LRV Resistor Bands.

  
\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. L1297.0-16  
B. Cost breakdown

**ATTACHMENT A  
(DRAFT)**

**STANDARD PROCUREMENT AGREEMENT  
FOR  
LRV RESISTOR BANDS**

**L1297.0-16**  
CONTRACT NUMBER

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: Hi-Tec Enterprises Address: 1601 Ives Ave. Unit J

Form of Business: Corporation Oxnard, CA 93033  
(Corporation, partnership, sole proprietor, etc.)

Telephone: 805-455-4190 \_\_\_\_\_

Authorized person to sign contracts: Clark A. Eising Vice President  
Name Title

**The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS the following:**

Light Rail Vehicle (LRV) Resistor Bands as specified in the Scope of Work (attached as Exhibit A), Hi-Tecs' Bid dated June 13, 2016 (attached as Exhibit B), and in accordance with the Standard Conditions Procurement Agreement, including the Standard Conditions Procurement (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract will be in the amount of **\$253,141.20** (Delivery Period - August 1, 2016 through July 31, 2017)

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
\$ 253,141.20	350016-545100	FY 17

By: \_\_\_\_\_ Date  
Chief Financial Officer

(\_\_\_ total pages, each bearing contract number)

SA-SERVICES REVISED (REV 6-13)  
DATE

## BID FORM

LIGHT RAIL VEHICLE RESISTOR BAND  
L1297.0-16

STOCK CODE	PART NUMBER	ITEM DESCRIPTION	QTY.	HITEC			SIEMENS		
				PRICE EACH	TOTAL	EST. LEAD TIME (DAYS)	PRICE EACH	TOTAL	EST. LEAD TIME (DAYS)
19255	910-491-000-01	Resistor Band Segment R9, R11, R21 (Siemens)	6	\$9,815.00	\$58,890.00	165	\$14,385.00	\$86,310.00	98
N/A	910-491-000-02	Resistor Band Segment R4 (Siemens)	6	\$10,120.00	\$60,720.00	165	\$12,209.00	\$73,254.00	98
146639	910-491-000-03	Resistor Band Segments R1 (Siemens)	6	\$9,746.00	\$58,476.00	165	\$12,209.00	\$73,254.00	98
195248	910-491-310-01	Resistor Band Segments R1 (Siemens)	6	\$9,384.00	\$56,304.00	165	\$14,478.00	\$86,868.00	98
				SUBTOTAL	\$234,390.00			\$319,686.00	
				TAX	\$18,751.20			\$25,574.88	
				TOTAL	\$253,141.20			\$345,260.88	



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## Agenda Item No. 13

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

SUBJECT:

SD8 TROLLEY BRAKE PARTS – 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. L1296.0-16 (in substantially the same format as Attachment A) with Siemens Industry Inc. for the purchase of SD8 Trolley brake parts.

#### Budget Impact

The value of this agreement will not exceed \$373,016.88 and is funded under the San Diego Trolley, Inc. (SDTI) LRV Maintenance budget account 350016-545100.

#### DISCUSSION:


MTS operates a fleet of light rail vehicles (LRV), which include 11 Siemens S70 and 65 Siemens S70 ultrashort (SD8) vehicles. The braking systems of these units are unique to each vehicle type and are designed to support the inherent operational characteristics of each. The components of these braking systems require periodic preventive maintenance overhauls to ensure they remain in safe and reliable service. To make certain that parts are continuously available, MTS must purchase additional brake equipment for stock to facilitate these maintenance activities and minimize vehicle downtime.

On February 24, 2016, staff issued an Invitation for Bids (IFB). A single responsive and responsible bid was received by the due date of March 30, 2016. Following the guidelines prescribed by the Federal Transit Administration (FTA) Circular 4220.1F staff completed an Independent Cost Estimate (ICE) to ensure the bid price was fair and reasonable. The result of this analysis is shown below:



SD8 TROLLEY BRAKE PARTS		
COMPANY NAME	BID AMOUNT (Bid amount does not include sales tax)	Meets Buy America Requirements
<b>Siemens Industry</b>	<b>\$ 345,386.00</b>	<b>Y</b>
<i>MTS ICE</i>	\$ 352,000.00	

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1296.0-16 (in substantially the same format as Attachment A), with Siemens Industry Inc., for the purchase of SD8 Trolley Brake parts.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. L1296.0-16  
B. Cost breakdown

**ATTACHMENT A  
(DRAFT)**

**STANDARD PROCUREMENT AGREEMENT  
FOR  
SD8 TROLLEY BRAKE PARTS**

**L1296.0-16**  
CONTRACT NUMBER

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: Siemens Industry Address: 5301 Price Ave.

Form of Business: Corporation McClellan, CA 95652  
(Corporation, partnership, sole proprietor, etc.)

Telephone: 916-621-2641

Authorized person to sign contracts: Reiner Martin Director  
Name Title

**The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS the following:**

SD8 Trolley Brake Parts as specified in the Scope of Work (attached as Exhibit A), Siemens' Bid dated March 30, 2016 (attached as Exhibit B), and in accordance with the Standard Conditions Procurement Agreement, including the Standard Conditions Procurement (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract will be in the amount of \$373,016.88 (Delivery Period - August 1, 2016 through July 31, 2017)

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
\$ 373,016.88	350016-545100	FY 17

By: \_\_\_\_\_  
Chief Financial Officer Date

(\_\_\_ total pages, each bearing contract number)

SA-SERVICES REVISED (REV 6-13)  
DATE

## SD8 TROLLEY BRAKE PARTS - L1296.0-16

SIEMENS INDUSTRY, INC					
STOCK CODE	PART NUMBER	ITEM DESCRIPTION	QTY.	PRICE EACH	TOTAL
195222	812388	EHU, Power truck (Knorr)	6	\$21,763.00	\$130,578.00
195230	812389	EHU, Center Truck (Knorr)	6	\$21,452.00	\$128,712.00
183707	11/46474/U21Y	Caliper, Left PT (Knorr)	4	\$7,988.00	\$31,952.00
183657	11/46474/U11Y	Caliper, Right PT (Knorr)	4	\$7,988.00	\$31,952.00
157842	11/48491/U21Y	Caliper, Left CT (Knorr)	4	\$2,774.00	\$11,096.00
157859	11/48491/U11Y	Caliper, Right CT (Knorr)	4	\$2,774.00	\$11,096.00
				<b>SUBTOTAL</b>	<b>\$345,386.00</b>
				<b>TAX</b>	<b>\$27,630.88</b>
				<b>TOTAL</b>	<b>\$373,016.88</b>





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## Agenda Item No. 14

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM PROPANE VEHICLE FUELING  
SERVICES – MINIBUS AND PARATRANSIT – 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. B0656.0-16 (in substantially the same format as Attachment A) with Ferrellgas, LP (Ferrellgas) for the provision of Propane Vehicle Fueling Services for MTS's minibuses and paratransit buses located at the Copley Park Division, for a one year term.

#### Budget Impact

The total cost of this agreement will not exceed \$935,949.06 over the one year term. As MTS shall receive both on-site fueling (Contractor site) and off-site fueling (Wet-hosing at Copley Park Division) based on operational need, pricing will vary per gallon, depending on the service provided as reflected in Table 1. Funding is included in the fiscal year (FY) 2017 Minibus and Paratransit operation budgets 835012 and 850012.

Ferrellgas, LP				
Description	UOM	Est. Quantity	On-Site Contractor Facility Unit Costs (per Gallon)	Off-Site Wet Hose Unit Costs (per Gallon)
September Fuel	Gallons	41,072	\$1.1525	\$1.460
October Fuel	Gallons	52,631	\$1.1525	\$1.460
November Fuel	Gallons	52,631	\$1.1525	\$1.460
December Fuel	Gallons	52,631	\$1.1525	\$1.460
January Fuel	Gallons	55,262	\$1.1525	\$1.460
February Fuel	Gallons	55,262	\$1.1525	\$1.460
March Fuel	Gallons	55,262	\$1.1525	\$1.460
April Fuel	Gallons	55,262	\$1.1525	\$1.460



May Fuel	Gallons	55,262	\$1.1525	\$1.460
June Fuel	Gallons	55,262	\$1.1525	\$1.460
July Fuel	Gallons	55,262	\$1.1525	\$1.460
August Fuel	Gallons	55,262	\$1.1525	\$1.460

## DISCUSSION:

MTS operates a fleet of minibus and paratransit buses for its fixed route and complementary ADA paratransit operations. To augment the existing fleet, MTS recently purchased thirty-one (31) minibuses and forty-six (46) paratransit vehicles which are scheduled for delivery at various times during FY 2017. As they are accepted, these units will be placed in service. These new vehicles use propane fuel and are compliant with California low emissions requirements.

Currently, all paratransit and minibuses are powered by gasoline. Gasoline is part of the yearly operating budget, which will also now be utilized to pay for the minibus and paratransit bus propane fuel. Propane is significantly less expensive than gasoline which results in overall fuel savings annually as follows:

- By converting the thirty one (31) minibuses to propane, it is estimated that there will be an overall fuel cost savings of \$15,000 per bus, per year. Over the seven (7) year life cycle of each bus, the savings increases to \$105,000 per bus, equating to an aggregated cost saving of \$3,255,000 of total fuel cost savings for all thirty one (31) minibuses.
- By converting forty six (46) paratransit buses to propane, it is estimated that there will be an overall fuel cost savings of \$11,000 per bus, per year. Over the five (5) year life cycle of each bus, the savings increases to \$55,000 per bus, equating to an aggregated cost saving of \$2,530,000 of total fuel cost savings for all forty six (46) paratransit buses.

Propane is also a cleaner fuel than gasoline which results in a reduction of greenhouse gas emissions. By converting the thirty one (31) minibuses and forty six (46) paratransit buses to propane, each bus will reduce MTS greenhouse gas emissions by over 37,000 pounds, per year. This equates to an overall reduction of greenhouse gas emissions for minibuses in amount of 8,029,000 pounds over their seven (7) year life cycle and 8,510,000 pounds over the paratransit buses five (5) year life cycle for a total reduction of 16,539,000 pounds greenhouse gas emissions.

The award of this agreement will provide propane fueling services through August 2017. Concurrent with the performance period of this agreement, staff will conduct a separate competitive procurement to address MTS' long-term propane fueling services needs for its minibus and paratransit fleet.

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

On June 6, 2016 MTS issued a Request for Proposals (RFP) for Propane Vehicle Fueling Services for Minibus and Paratransit. Two (2) proposals were received on the due date of June 17, 2016, as follows:

1. Ferrellgas, LP (Ferrellgas)
2. Expo Propane (Expo)

Both were deemed responsive and responsible.

A selection committee, consisting of representatives from the MTS Finance, Bus 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, Organization, Management Plan	15%
4.	Work Plan	25%
5.	Cost and Price	20%
		Total 100%

After the initial evaluation, Ferrellgas, LP 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
Ferrellgas LP	40.25	50	90.25	1
Expo Propane	34.75	40	74.75	2

Staff entered into negotiations with Ferrellgas LP and reduced the overall not to exceed estimated cost from \$939,154.37 to \$935,949.06.

Additionally, the Federal Alternative Fuel Credit program allows for a \$.36 rebate for all gallons to be consumed by MTS in 2016. With an estimated consumption of 198,965 gallons from September through December, MTS can expect to yield an additional cost savings of roughly \$71,627.40, depending on actual usage, for the three (3) months of service in 2016. As the program is expected to be renewed for 2017, MTS can anticipate further cost savings as a result of this agreement.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute MTS Doc. No. B0656.0-16, (in substantially the same format as Attachment A) with Ferrellgas for the provision of Propane Vehicle Fueling Services, for a one year term.

  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Coney, 619-557-4582,

Attachment: A. Draft Standard Services Agreement; Contract B0656.0-16  
B. Cost breakdown

## STANDARD SERVICES AGREEMENT

B0656.0-16  
 CONTRACT NUMBER  
 880.3  
 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: Ferrellgas LP

Address: 8088 Miramar Road,  
San Diego, CA 92126

Form of Business: Limited Partnership  
 (Corporation, partnership, sole proprietor, etc.)

Telephone: 858-397-0488

Email Address: tylerdenham@ferrellgas.com

Authorized person to sign contracts: Tyler Denham Account Manager  
 Name Title

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

Propane Vehicle Fueling Services – Minibus and Paratransit as specified in the Scope of Work (attached as Exhibit A), Ferrellgas LP.'s negotiated cost proposal (attached as Exhibit B), and in accordance with the Standard Services Agreement, including the Standard Conditions Services (attached as Exhibit C).

The contract term is for one (1) year commencing on September 1, 2016 through August 31, 2017.

The total contract amount shall not exceed \$935,949.06, without express written consent of MTS

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION	
By: _____ Chief Executive Officer		Firm: <u>Ferrellgas LP</u>	
Approved as to form:		By: _____ Signature	
By: _____ Office of General Counsel		Title: _____	
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR	
<u>\$ 935,949.06</u>	<u>MULTIPLE ACCOUNTS</u>	<u>2016-2017</u>	

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Financial Officer

( \_\_\_\_ total pages, each bearing contract number)

SA-SERVICES REVISED (REV 12-15)  
 DATE

GROUP A - ONSITE FUELING SERVICES (CONTRACTOR FACILITY) 2016 - 2017						
Ferrellgas, LP						
Description	UOM	Est. Quantity	On-Site Contractor Facility Unit Costs (per Gallon)	Extended Costs (Est. Quantity x Unit Cost Per Gallon)	On Site Negotiated Unit Costs	Extended Costs - Negotiated (Est. Quantity x Unit Cost Per Gallon)
September Fuel	Gallons	41072	\$1.165	\$47,848.88	1.1525	\$47,335.48
October Fuel	Gallons	52631	\$1.165	\$61,315.12	1.1525	\$60,657.23
November Fuel	Gallons	52631	\$1.165	\$61,315.12	1.1525	\$60,657.23
December Fuel	Gallons	52631	\$1.165	\$61,315.12	1.1525	\$60,657.23
January Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
February Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
March Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
April Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
May Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
June Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
July Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
August Fuel	Gallons	55262	\$1.165	\$64,380.23	1.1525	\$63,689.46
<b>Grand Total - Basis of Award (September 1, 2016 – August 31, 2017)</b>				<b>\$746,836.07</b>		<b>\$738,822.80</b>

GROUP B - OFFSITE FUELING SERVICES (MOBILE VEHICLES WET-HOSE) 2016 - 2017						
Ferrellgas, LP						
Description	UOM	Est. Quantity	Off-Site Wet Hose Unit Costs (per Gallon)	Extended Costs (Est. Quantity x Unit Cost Per Gallon)	Off-Site Wet Hose Negotiated Unit Costs	Extended Costs - Negotiated (Est. Quantity x Unit Cost Per Gallon)
September Fuel	Gallons	41072	\$1.465	\$60,170.48	\$1.460	\$59,965.12
October Fuel	Gallons	52631	\$1.465	\$77,104.42	\$1.460	\$76,841.26
November Fuel	Gallons	52631	\$1.465	\$77,104.42	\$1.460	\$76,841.26
December Fuel	Gallons	52631	\$1.465	\$77,104.42	\$1.460	\$76,841.26
January Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
February Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
March Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
April Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
May Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
June Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
July Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
August Fuel	Gallons	55262	\$1.465	\$80,958.83	\$1.460	\$80,682.52
<b>Grand Total - Basis of Award (September 1, 2016 – August 31, 2017)</b>				<b>\$939,154.37</b>		<b>\$935,949.06</b>



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 15

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

GREEN LINE TRACTION POWER SUBSTATIONS (TPSS) REHABILITATION  
SERVICES – CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. PWL183.0-16 (in substantially the same format as Attachment A) with Mass Electric Construction (MEC) Company to upgrade the Secheron DC circuit breakers originally proposed in the contract to Siemens DC circuit breakers for the Green Line Traction Power Substation (TPSS) Rehabilitation Project.

#### Budget Impact

This amendment will increase the previously authorized contract amount by a not-to-exceed \$305,306, from the original \$6,239,928.00 to a new \$6,545,234.00. Funding is through the MTS Capital Improvement Program (CIP) project 2005002802 (Substation DC Feeder Breaker Replacement) for fiscal years (FY) 2016 through 2018.

#### DISCUSSION:

In early 2016, staff issued an Invitation for Bids for labor and materials for the replacement of rectifiers and DC circuit breakers on nine (9) TPSS along the MTS Green Line. Three responsive and responsible bids were received with Mass Electric Construction Company (MEC) providing the lowest bid. MEC's offer met the minimum acceptable technical requirements of the solicitation in all respects including its offer of Secheron brand circuit breakers.

However, staff has learned through work with the SANDAG-managed Supervisory Control and Data Acquisition (SCADA) project that significant incompatibilities among circuit breakers from different manufacturers can result in inconsistent data that could



result in wrong conclusions potentially placing responding staff at great risk of physical injury. Resolving this issue and keeping in place circuit breakers from different manufacturers requires extensive and expensive reengineering of critical SCADA monitoring points to ensure data remains consistent throughout the MTS SCADA system.

Considering that 35 out of the existing 60 TPSS are already equipped with Siemens circuit breakers, and plans are in place to equip the upcoming Mid-Coast extension and the Blue Line TPSS Replacement Project with the same Siemens circuit breakers, staff deems that standardizing all circuit breakers to the Siemens brand is the proper direction. Doing this will ensure uniformity in SCADA data, safety of MOW responders, cost-efficiency relating to one standardized system and full system compatibility as a result of uniform equipment standards.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 1 to MTS Doc. No. PWL183.0-16 (in substantially the same format as Attachment A) with Mass Electric Construction (MEC) Company to add Siemens DC circuit breakers for the Green Line TPSS Rehabilitation Project.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. PWL183.1-16  
B. Cost breakdown

August 1, 2016

MTS Doc. No. PWL183.1-16  
OPS 970.04 WBSE2005002802

Mr. Rohit Sharda  
President  
Mass Electric Construction Company, Inc.  
1925 Wright Avenue Suite C  
La Verne, CA 91750

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. PWL183.0-16; METROPOLITAN TRANSIT  
SYSTEM GREEN LINE TRACTION POWER SUBSTATION REHABILITATION SERVICES

Dear Mr. Sharda:

This shall serve as Amendment No. 1 to our agreement for the Metropolitan Transit System (MTS) Greenline Traction Power Substation Rehabilitation Services as further described below.

#### SCOPE OF SERVICES

Work includes the following items:

1. Replace Secheron DC circuit breakers equipment with Siemens DC circuit breakers equipment.

#### SCHEDULE

There shall be no changes to the schedule.

#### PAYMENT

The total cost for all work under this Amendment shall not exceed \$305,306.00, as reflected below, without prior written approval from MTS. The total value of this contract including this amendment shall not exceed \$6,545,234.00.

All other terms and conditions of the original Metropolitan Transit System Greenline Traction Power Substation Rehabilitation Services Agreement shall remain in effect.

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

Sincerely,

Accepted:

Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Rohit Sharda  
Mass Electric Construction Company, Inc.

LMARQUIS-CL  
CL-PWL183.1-16.MASSELECT.MYNIGUEZ.062316

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

Attachment: Cost Proposal

cc: Thang Nguyen, Marco Yniguez, Bid File



**CHANGE ORDER PROPOSAL**PROJECT: Green Line TPSS RehabCONTRACT NO: PWL183.0-16PCO: No. 001 Rev.1DATE: 5/16/16PREPARED BY: Matthew Kelly

PRINT

SIGN

APPROVED BY: Richard Burgos

PRINT

SIGN

Change Type: Lump Sum**DESCRIPTION:**

Change to Siemens TPSS Equipment from Sècheron TPSS Equipment.

**DIRECT COSTS**

1	LABOR				\$	-
2	DIRECT LABOR ESCALATION (@3%/yr)	0.00	X	3%	\$	-
3	SERVICES, TOOLS & SUPPLIES				\$	-
4	EQUIPMENT				\$	-
5	MATERIALS				\$	265,483
6	SUBCONTRACTOR				\$	-
7	<b>SUBTOTAL: DIRECT COSTS</b>				\$	<b>265,483</b>

**PROFIT & CONTINGENCY**

8	LABOR MARKUP (FORCE ACCOUNT)	\$	-	X	15.00%	\$	-
9	EQUIPMENT MARKUP (FORCE ACCOUNT)	\$	-	X	10.00%	\$	-
10	MATERIAL MARKUP (FORCE ACCOUNT)	\$	-	X	15.00%	\$	-
11	SUBCONTRACTOR MARKUP (FORCE ACCOUNT)	\$	-	X	5.00%	\$	-
12	LUMP SUMP CHANGE MARKUP	\$	265,483.35	X	15.00%	\$	39,823
13		\$	-	X	0.00%	\$	-
14	<b>SUBTOTAL: MARKUPS &amp; CONTINGENCY</b>					\$	<b>39,823</b>

15 **TOTAL (DIRECTS/OH/PROFIT):** **\$ 305,306**



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San Diego, CA 92101-7490  
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## Agenda Item No. 16

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

SD-100 LIGHT RAIL VEHICLE GATE TURN OFF FIRING BOARDS – SOLE SOURCE  
PURCHASE ORDER

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to issue a purchase order to Siemens Transportation Systems Corporation (Siemens), on a sole source basis, for the purchase of forty (40) Gate Turn-Off (GTO) Firing Boards for MTS's fleet of SD-100 Light Rail Vehicles (LRVs).

#### Budget Impact

The total value of this agreement will not exceed \$587,304, inclusive of freight charges and California sales tax. Funding will be from the Fiscal Year (FY) 2017 Light Rail Vehicle (LRV) Maintenance operating budget account 350016-545100.

#### DISCUSSION:

MTS's fleet of SD-100 LRVs use Siemens GTO Firing Boards, Siemens Part Number R422901908024, to monitor and regulate the LRVs speed during operations. The GTO Firing Boards are a critical and integral part of the propulsion system as they direct and control the electrical current supplied to the traction motors and as such determine the acceleration and deceleration rates and speed of the vehicles during operations.

MTS has recently experienced a higher than normal failure rate on its SD-100 GTO Firing Boards, resulting in accelerated usage of stock.

As MTS has neither the qualified personnel nor the facilities to make repairs to these highly technical and complicated electronic components, staff recommends the



purchase of rebuilt boards under an existing core exchange program to allow MTS to meet the existing need, to provide a buffer to cover unanticipated needs in case the current period of increased demand continues.

This is a recommended sole source procurement. Siemens designed and manufactured MTS's LRVs to exact specifications. As such, it is the only known source of these GTO Firing Boards and all of their related after-market services in North America. MTS has previously made attempts to competitively procure the boards or to secure refurbishment services, however the components of these boards are designed and manufactured exclusively by Siemens and all drawings and specifications are proprietary.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to issue a purchase order to Siemens, on a sole source basis, for the purchase of forty (40) GTO Firing Boards for the MTS fleet of SD-100 LRVs.

  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Cost breakdown



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

## ATTACHMENT "A" PRICE ANALYSIS

### SIEMENS GTO PRINTED CIRCUIT BOARDS (PCB)

GTO BOARDS	SIEMENS	MTS
<i>COST PROPOSAL</i>	<b>\$ 543,800</b>	<b>N/A</b>
<i>INDEPENDENT COST ESTIMATE</i>	<b>N/A</b>	<b>\$ 543,800</b>

*\*Amounts above are excluding tax*

The difference between Siemens Cost Proposal and MTS' estimate is 0 % percent difference by comparison.



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDS 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 San Marcos, and the County of San Diego.

## Siemens Standard SIBAS Spare Parts Price List

Pricing valid to 12/31/16. SII Standard Terms and Conditions are applicable.

\* UTEX lead time is subject to availability of stock on hand. Please contact SII CS to determine availability of UTEX stock.

\*\* 48 hours upon receipt of purchase order and core.

### San Diego 7, S70: ASG List

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	6FH4667	6FH4667-1AY25	VCU Complete A-car	Repair only***	n/a	n/a	n/a	Quoted after defective unit returned and evaluated	
N/A	6FH4667	6FH4667-1AY23	VCU Complete B-Car	Repair only***	n/a	n/a	n/a		
C003	6FH9415	6FH9415	TCN GATEWAY	\$8,539	7-9 Months	\$6,764	48 Hours	N/A	N/A
C019	6FH9415 (A-G)	6FH9514	CPU MODULE (486)	Repair only***	7-9 Months	\$5,356	48 Hours	\$4,863	24 Weeks
C031	6FH9458	6FH9458	Multifunctional Vehicle Bus	\$4,980	7-9 Months	\$3,583	48 Hours	N/A	N/A
C039	6FH9501	6FH9501	Multifunction Input/output	\$5,887	7-9 Months	\$2,867	48 Hours	\$2,603	24 Weeks
C047	6FH9371	6FH9371	Input Converter Binary 24v	\$3,270	7-9 Months	\$2,178	48 Hours	\$1,978	24 Weeks
C055	6FH9387	6FH9387	Output Contactor Drive	\$3,480	7-9 Months	\$2,592	48 Hours	\$2,354	24 Weeks
G031	6FH9336	6FH9336	RS485	\$11,503	7-9 Months	\$4,518	48 Hours	\$4,102	24 Weeks
G039	6FH9433	6FH9433	CONVERTER	\$1,029	7-9 Months	\$763	48 Hours	\$693	24 Weeks
G047	6FH9151	6FH9151	5V±15V	\$2,364	7-9 Months	\$1,485	48 Hours	\$1,348	24 Weeks
J000	6FH6037	6FH6037	FAN MODULE	\$2,052	7-9 Months	\$1,415	48 Hours	\$1,285	24 Weeks

\*\*\*Items Marked "Repair only" have been discontinued for purchase as new parts. Component repair is still fully supported and will continue to be. If a returned component is found to be unrepairable, a new or refurbished replacement will be made available for purchase.

Items highlighted in yellow are currently not available at a fixed price.

### San Diego 7, S70: Other Propulsion Items

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	A2634400	A22 0489111.03	Traction Container Complete, A-Car	Call for quote	Call for quote	n/a	n/a	Quoted after defective unit returned and evaluated	
N/A	A2634500	A22 0489111.02	Traction Container Complete, B-Car	Call for quote	Call for quote	n/a	n/a		
A100	A509259100.11	A50925910011	Compact Inverter Unit	Call for quote	Call for quote	See attached	See attached	See attached	
A90	463124951200	A5E00210071	Inverter Control Unit, ICU (6FH4714)	\$15,937	7-9 Months	\$4,927	48 Hours	\$4,596	15-16 Weeks
A95	4509039120.00	450903912000	Voltage Transducer QPSW	\$708	7-9 Months	\$688	48 Hours	n/a	n/a
L100	4PK9902-7AB	4PK99027AB	Line Reactor	Call for quote	Call for quote	n/a	n/a	Quote after return	
K100	HSBA432974R3423	HSBA432974R3423	Line Contactor	Call for quote	Call for quote	n/a	n/a	Quote after return	
	A1110590002	A1110590002	Brake Resistor	Call for quote	Call for quote	n/a	n/a	Quote after return	
A130,									
A131	BK1613-9R	649335	POWER SUPPLY 16.8-47V IN, 24 V	\$1,053	3 months	\$973	48 Hours	n/a	n/a
	2CS7 384-1RG81-0CB4	2CS73841RG810CB4	Radial Blower	\$5,632	5 months	\$2,479	48 Hours	\$2,251	6 weeks
E100							Overhaul	\$1,015	4 weeks
Items highlighted in yellow are currently not available at a fixed price.									
A-2									

## Siemens Standard SIBAS Spare Parts Price List

Pricing valid to 12/31/16. SII Standard Terms and Conditions are applicable.

\* UTEX lead time is subject to availability of stock on hand. Please contact SII CS to determine availability of UTEX stock.

\*\* 48 hours upon receipt of purchase order and core.

## San Diego 8, S70 TBK9: ASG List (ASG PN 6FH4974-1A / 6FH4973-1A)

Item Information				Pricing and Lead Times			
ASG Loc	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Repair Return
N/A	6FH4974	6FH4974	VCU Complete, B-car	Call for quote		N/A	Quoted after defective unit returned and evaluated
N/A	6FH4973	6FH4973	VCU Complete, A-car	Call for quote		N/A	
G047	A5E01335088	6FH9151	PCS 24V-110V/5V/+/-15V 50W	\$2,364	7-9 Months	\$1,485	24 Weeks
J000	A5E01149628	6FH6041	Fan Subassembly	\$2,134	7-9 Months	\$1,422	24 Weeks
G063	463124943330	6FH9433	Adapter Converter	\$1,029	7-9 Months	\$763	24 Weeks
C019	A5E01407049	6FH9575	Central Processor	\$11,788	7-9 Months	\$3,955	24 Weeks
C039	463124950134	6FH9592	EM1 Carrier and ACAN	\$6,845	7-9 Months	\$3,114	24 Weeks
C055	463124950134	6FH9501	Multifunction I/O	\$5,887	7-9 Months	\$2,867	24 Weeks
G031	463124937154	6FH9371	Input Converter Binary 24V	\$3,270	7-9 Months	\$2,178	24 Weeks
G039	A5E01694678	6FH9541	Binary Output 24-36V/2A	\$3,141	7-9 Months	\$2,287	24 Weeks
C003	A5E00311077	6FH9415	TCN Gateway	\$8,539	7-9 Months	\$6,764	24 Weeks

Items highlighted in yellow are currently not available at a fixed price.

## San Diego 8, S70 TBK9: Other Propulsion Items

Item Information				Pricing and Lead Times			
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Repair Return
N/A	A1110060096	A5E02228250	Traction Container complete, A-car	Call for quote		n/a	Quoted after defective unit returned and evaluated
N/A	A1110060096	A5E02228327	Traction Container complete, B-car	Call for quote		n/a	
A100	A5E02123716	A5E02123716	Compact Inverter Unit	Call for quote		See attached	See attached
A900	A5E02240124	6FH4827	CONTROL UNIT, INVERTER, ICU	call for quote	TBD	\$4,337	15-16 weeks
A95	TBD	A5E02275694	Voltage Transducer QPSW	\$624	4 months	\$595	n/a
	3PQ4225B00372	3PQ4-B00527	Brake Resistor	Call for quote		n/a	Quote after return
K100	A5E02278145	A5E02278145	Line Contactor	Call for quote		n/a	Quote after return
L100	A5E02339939	A5E02339939	Line Reactor	Call for quote		n/a	Quote after return
A130,							
A131	A5E00329510	A5E00329510	POWER SUPPLY 16.8-47V IN, 24 V	\$962	12 weeks	\$945	n/a
E100	A5E02286908	2CS73841RG810CB4	RADIAL BLOWER	\$5,632	5 months	\$2,479	24 weeks
Items highlighted in yellow are currently not available at fixed pricing.					Overhaul	\$1,015	4 weeks

## Siemens Standard SIBAS Spare Parts Price List

Pricing valid to 12/31/16. SII Standard Terms and Conditions are applicable.

\* UTEX lead time is subject to availability of stock on hand. Please contact SII CS to determine availability of UTEX stock.

\*\* 48 hours upon receipt of purchase order and core.

## San Diego 8: Siemens APS

Item Information			Pricing and Lead Times						
	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
APS	A2V00001429113	A2V00001429113	SIBCOS-M2000-30-9	\$4,950	9 months	TBD	48 Hours	TBD	TBD
			voltage transducer QPSW						
APS	A2V00001672055	A2V00001672055	1000/600/400	\$377	1 Week****	NA	NA	NA	NA
APS	A2V00001442187	A2V00001442187	QPSW4200-03 4200V-50MA	\$375	1 Week****	NA	NA	NA	NA
APS	A2V00001758353	A2V00001758353	qpsw-transducer 1000/600/400V	\$366	1 Week****	NA	NA	NA	NA
APS	A5E30103146	A5E30103146	Fan_DV4114_30VDC_5500U/Min	\$322	1 Week****	NA	NA	NA	NA
APS	A2V00156035337	A2V00156035337	6K5-DRV-SEK	\$997	1 Week****	NA	NA	NA	NA
APS	A5E03407611	A5E03407611	over voltage protection (A3)	\$1,012	1 Week****	NA	NA	NA	NA
APS	A2V00001719790	A2V00001719790	SIBCOS M9000	\$3,456	1 Week****	NA	NA	NA	NA
APS	A2V00001305767	A2V00001305767	fan, radial 1800M3/H,380...480V SFI	\$3,307	1 Week****	NA	NA	NA	NA
APS	A5E03057371	A5E03057371	Dead Battery Start	\$5,467	9 months	Tiered TBD	TBD	Tiered TBD	TBD
APS	A2V00001429111	A5E03253522	SIBCOS M2500-2-9	\$7,288	9 months	\$4,321	48 Hours	\$3,673	5-7 months
APS	A5E03255132	A5E03255132	over voltage protection	\$10,664	9 months	\$3,250	48 Hours	\$2,922	5-7 months
APS	A5E03361649	A5E03361649	DCDC Converter	\$26,789	9 months	Tiered TBD	1 week	Tiered TBD	5-7 months
APS	A5E02878335	A5E02878335	PWMI 120kVA	\$28,765	9 months	Tiered TBD	1 week	Tiered TBD	5-7 months
APS	A5E03763330	A5E03763330	Battery charger - 14kVA	\$34,371	9 months	Tiered TBD	1 week	Tiered TBD	5-7 months
APS	TBD	TBD	\$70 APS Complete	quote	quote	\$2300 surcharge	1 week	Quote	7-9 months
APS	A2V00156033433	A2V00156033433	firing box	\$421	1 Week****	NA	NA	NA	5-7 months
APS	A2V00156026371	A2V00156026371	ZS-MEL-02	\$790	1 Week****	NA	NA	NA	5-7 months
**** SII will stock these parts in limited quantities. Best efforts will be made to keep inventory in stock but no guarantees are made. If no on hand stock is available the lead time is 7-9 months.									
Items highlighted in yellow are currently not available at a fixed price.									

\*\*\*\* SII will stock these parts in limited quantities. Best efforts will be made to keep inventory in stock but no guarantees are made. If no on hand stock is available the lead time is 7-9 months.

Items highlighted in yellow are currently not available at a fixed price.



## Siemens Standard SIBAS Spare Parts Price List

Pricing valid to 12/31/16. SII Standard Terms and Conditions are applicable.

\* UTEX lead time is subject to availability of stock on hand. Please contact SII CS to determine availability of UTEX stock.

\*\* 48 hours upon receipt of purchase order and core.

## San Diego 6, SD100: ASG List

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	6FH4533-1A	6FH4533-1A	TCU Complete	Repair only***	n/a	n/a	n/a	Quoted after defective unit returned and evaluated	24 Weeks
C003	A3594300	6FH8136-0xY20	Clock	Repair only***	n/a	\$3,708	48 Hours	\$3,367	24 Weeks
C019	A0999600	6FH9251-0xY70	CPU	Repair only***	n/a	\$3,995	48 Hours	\$3,627	24 Weeks
C027		6FH8155-xxxx	Memory	Repair only***	n/a	\$3,287	48 Hours	\$2,985	24 Weeks
C035	A0999601	6FH8098-0xY70	Chopper Control	\$5,340	9 months	\$3,492	48 Hours	\$3,171	24 Weeks
C043	A0999601	6FH8098-0xY70	Chopper Control	\$5,340	9 months	\$3,492	48 Hours	\$3,171	24 Weeks
C051	A0999301	6FH8151-0xY70	Digital Interface	\$4,480	9 months	\$3,316	48 Hours	\$3,011	24 Weeks
C059	A0999301	6FH8151-0xY70	Digital Interface	\$4,480	9 months	\$3,316	48 Hours	\$3,011	24 Weeks
C067	A0999300	6FH8117-0xY70	Inputs/Outputs Digital	\$5,440	9 months	\$3,605	48 Hours	\$3,273	24 Weeks
C075		6FH9080-0xxx	Analog Interface	\$7,359	9 months	\$4,523	48 Hours	\$4,107	24 Weeks
C083		6FH9082-0xD00	Control Sys Monitor	\$4,980	9 months	\$3,242	48 Hours	\$2,944	24 Weeks
C097	A2756600	E44010-A5700-L02-D	Power Supply Converter 24V/-15V 2A	Repair only***	n/a	\$2,587	48 Hours	\$2,349	24 Weeks
C115	A2756600	E44010-A5700-L02-D	Power Supply Converter 24V/-15V 2A	Repair only***	n/a	\$2,587	48 Hours	\$2,349	24 Weeks
C133	A0999700	E44010-A5700-L07-D	Power Supply Converter 24V/5V 8A	Repair only***	n/a	\$2,557	48 Hours	\$2,322	24 Weeks
C157	A0482100	6FH9273-0x	Power Start-up Unit 24V	\$14,987	9 months	\$4,966	48 Hours	\$4,509	24 Weeks
E000	A3391600	6FH6014-1A	Blower Tier	\$9,103	9 months	\$4,105	48 Hours	\$3,727	24 Weeks
G003		6FH9111-0xY70	Output Pulse Amp, GTO	Repair only***	n/a	\$4,219	48 Hours	\$3,831	24 Weeks
G011		6FH9111-0xY71	Output Pulse Amp, GTO	Repair only***	n/a	\$4,219	48 Hours	\$3,831	24 Weeks
G019	A2094000	6FH9274-0xY70	Output Contactor Drive	Repair only***	n/a	\$4,528	48 Hours	\$4,111	24 Weeks
G031	A2137000	6FH9274-0xY71	Output Contactor Drive	Repair only***	n/a	\$4,528	48 Hours	\$4,111	24 Weeks
G055	6FH9250-0AY70	6FH9250-0xY70	Input Conv. For Digital Signals	\$4,892	9 months	\$3,839	48 Hours	\$3,486	24 Weeks
G063	A2136900	6FH9250-0xY71	Input Conv. For Digital Signals	\$4,892	9 months	\$3,839	48 Hours	\$3,486	24 Weeks
G071	A1986400	6FH9250-0xY72	Input Conv. For Digital Signals	\$4,892	9 months	\$3,839	48 Hours	\$3,486	24 Weeks
G079	A1986401	6FH8113-0xY70	Input train Control	Repair only***	n/a	\$9,656	48 Hours	N/A	24 Weeks
G087		6FH9094-0xDx0	Input/Output Analog	\$3,564	9 months	\$2,558	48 Hours	\$2,323	24 Weeks
G103		6FH2040-0xDx0	Input Converter for Temp.	\$7,510	9 months	\$4,519	48 Hours	\$4,103	24 Weeks
G111	A2121400	6FH9262-0xY70	Output Measuring Amplifier	Repair only***	n/a	\$3,838	48 Hours	\$3,485	24 Weeks
G131	A2910800	6FH6010-1x	Reference Value Converter	Repair only***	n/a	\$4,519	48 Hours	\$4,103	24 Weeks

\*\*\*Items Marked "Repair only" have been discontinued for purchase as new parts. Component repair is still fully supported and will continue to be. If a returned component is found to be unrepairable, a new or refurbished replacement will be made available for purchase.  
 \*\* "x" denotes a wild card. Any letter or number is acceptable.



## Siemens Standard SIBAS Spare Parts Price List

Pricing valid to 12/31/16. SII Standard Terms and Conditions are applicable.

\* UTEX lead time is subject to availability of stock on hand. Please contact SII CS to determine availability of UTEX stock.

\*\* 48 hours upon receipt of purchase order and core.

## San Diego 6, SD100: Other Propulsion Items

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	422048906600	4220489066.00	Traction Container complete	Repair only	n/a	n/a	n/a	Quoted after defective unit returned and evaluated	
	422048906300	422048.9063.00	Chopper Assembly Complete	Repair only	n/a	n/a	n/a	Quoted after defective unit returned and evaluated	
A10	4299019001 07	429901.9001.07	Armature Module	Call for quote		n/a	n/a	Quoted after defective unit returned and evaluated	
A20	429901901601	429901.9016.01	Field Module	Call for quote		n/a	n/a	Quoted after defective unit returned and evaluated	
A30	429901901701	429901.9017.01	Brake Module	Call for quote		n/a	n/a	Quoted after defective unit returned and evaluated	
	422901908024	422901908024	Firing Board 2005 Edition Old for New	Exchange only	n/a	\$15,090	48 Hours	NA	NA
	422901908024	422901908024	Firing Board 2005 Edition Old for New (4 or more)		n/a	\$13,595	48 Hours	NA	NA
A20	S441004V002	S441004V002	Brake Resistor	Call for quote		n/a	n/a	Quoted after defective unit returned and evaluated	
K1, K2, K5	299453	3TC7814-OEB	Power Contactor (Double)	\$2,895	3 months	\$2,379	1 week	NA	NA
	299446	3TC7414-OEB	Power Contactor (Single)	\$1,244	3 months	\$1,135	1 week	NA	NA
L100	S441004V001	S441004V001	Combination Line Choke	Call for quote		n/a	n/a	Quoted after defective unit returned and evaluated	
C1 - C6	B25353V0208K004	B25353V0208K004	DC Link Capacitor	Call for quote		n/a	n/a	NA	NA
	A0448200	A0448200	CETAC Power Supply GTO	\$17,455	7 months	n/a	n/a	Quoted after defective unit returned and evaluated	
E100	2CS7382-1LG9Z-4691	2CS7382-1LG9Z-4691	RADIAL BLOWER	\$5,632	5 months	\$2,479	48 Hours	\$2,251	6 weeks
							Overhaul	\$1,015	4 weeks
Items highlighted in yellow are currently not available at a fixed price.									



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## Agenda Item No. 17

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

SAN DIEGO TROLLEY, INC. (SDTI) WHEEL TRUING MACHINE PIT - 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. PWL209.0-16 (in substantially the same format as Attachment A) with Western Rim Constructors, Inc. (WRC) for the provision of services, materials, equipment, and supplies for the construction of a wheel truing machine pit, and installation of an additional wheel truing machine at MTS's Light Rail Vehicle (LRV) Maintenance Building C.

#### Budget Impact

The total value of this agreement will not exceed \$582,395.26 and will be funded through the MTS Capital Improvement Program (CIP) project 2008000502 for fiscal year (FY) 2017.

#### DISCUSSION:

In 2014, MTS procured an additional wheel truing machine to increase its current wheel truing capacity commensurate with the current and future growth in MTS's fleet of LRVs.

Wheel Truing Machines are a necessity in MTS's Trolley operations as they are used to reshape (i.e., tune) LRV tires as they lose diameter parity and sustain abnormal profiles as a result of constant rotation during normal train service. Maintaining LRV tire diameter parity and profiles are recommended in the Association of American Railroads (AAR) Wheel and Axle Manual.



The new machine will be installed below grade in the LRV Maintenance Building C and will augment the existing unit that was installed in MTS's Maintenance Building A in 1980. This additional machine, in tandem with the existing machine, will effectively double the currently available wheel truing capacity and enhance MTS's ability to respond to increased wheel truing needs.

The work will include removal of the existing floor, soil excavation, reinforcement of concrete, electrical and mechanical modifications to the existing maintenance track, and installation of the new wheel truing machine.

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


An Invitation for Bids (IFB) was issued on April 19, 2016 for a Wheel Truing Machine Pit. On May 20, 2016, a single response was received from WRC whose bid satisfactorily met the IFB requirements and was deemed responsive and responsible. To ascertain that the IFB solicitation was properly published and to ensure that its contents were not restrictive, staff conducted a survey of potential bidders who chose not to respond. Based on the responses received, it was determined that there was adequate competition as the reasons for choosing not to submit a bid were caused by conditions beyond MTS's control.

The total bid amount from WRC exceeded the MTS Independent Cost Estimate (ICE) by over 20%. Upon receipt of a single responsive bid, current regulations permit MTS to negotiate price with the bidder. Staff invited WRC for discussions and negotiations, and staff was able to negotiate a price reduction of nearly 15%.

Original Bid Price	\$ 684,522.63
Negotiated Bid Price	\$ 582,395.26
<b>Cost Savings</b>	<b>\$ 102,127.37</b>

As prescribed by FTA Circular 4220.1F, staff performed a detailed cost analysis and compared the ICE to WRC's revised bid and determined the revised price was fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL209.0-16 (in substantially the same format as Attachment A) with WRC for the provision of services, materials, equipment, and supplies for the construction of a wheel truing machine pit, and installation of an additional Wheel Truing Machine at MTS's LRV Maintenance Building C.

  
\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmmts.com](mailto:Sharon.Cooney@sdmmts.com)

Attachment: A. Draft MTS Doc. No. PWL209.0-16

STANDARD CONSTRUCTION AGREEMENT  
FOR  
WHEEL TRUING MACHINE PIT

PWL209.0-16  
CONTRACT NUMBER  
350016-545100  
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, a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Western Rim Constructors Inc. Address: 621 South Andreasen Drive Suite B  
Form of Business: Corporation Escondido, CA. 92029  
(corporation, partnership, sole proprietor, etc.)  
Telephone: (760) 489-4328

Authorized person to sign contracts: Ray C. Samuelson President  
Name Title

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

Provide concrete demolition, reinforced concrete, electrical plumbing and mechanical modifications for installing the new machine as specified in the scope of work (attached as Exhibit A), the Bid Summary (attached as Exhibit B), Standard Construction Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The contract period of performance shall be Effective August 1, 2016 through November 28, 2016. The total amount of this contract shall not exceed \$582,395.26 including California sales tax, freight, mobilization charges without prior written approval from 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
<b>\$582,395.26 Total</b>	2008000502	2017

By: \_\_\_\_\_ Chief Financial Officer \_\_\_\_\_ Date

(\_\_\_\_\_ total pages, each bearing contract number)



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## Agenda Item No. 18

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

TAXICAB MAXIMUM ALLOWABLE RATES OF FARE – MAINTAIN THE CURRENT  
UNIFORM RATES OF FARE AS THE MAXIMUM RATES FOR 2016

#### RECOMMENDATION:

That the Board of Directors adopt Resolution No. 16-17 (Attachment A) setting the maximum/uniform taxicab rates of fare for 2016.

#### Budget Impact:

None.

#### DISCUSSION:

San Diego Metropolitan Transit System (MTS) Board Policy No. 34 governs the setting of maximum taxicab rates of fare within MTS's area of jurisdiction. The policy provides that rates of fare be reviewed annually by the MTS Chief Executive Officer (CEO). The policy states that non-airport fares may not increase more than 20 percent over the weighted average fare charged by taxicabs during the previous year. Non-airport rates of fares set by MTS are the maximum amount that may be charged. Permit holders may establish a metered fare that is less than the MTS maximum rate. Airport fares must be uniform. Therefore, the MTS Airport rate of fare is the exact amount of fare that must be charged for all airport trips. Airport fares may increase each year in accordance with the Annual All Urban Western Transportation Consumer Price Index/San Diego. Under this policy, it is possible for there to be two separate rates of fare for airport and non-airport trips.

In previous years, the MTS Taxicab Advisory Committee (TAC) has recommended that the Board deviate from the Board Policy No. 34 formulas and instead adopt a uniform rate of fare for both airport and non-airport trips. Changing rates requires permit holders to incur costs to update taxicab meters and decals and could also cause customer



confusion or complaints. For 2015, the Board adopted the TAC recommendation and set the maximum rate of fare for non-airport trips at the required airport rate of fare:

\$ 2.80 flag drop 1/10 of a mile  
\$ 3.00 per mile  
\$24.00 per-hour waiting time

Using the formulas set forth in Board Policy 34, the non-airport rates of fare could be increased in 2016 as follows:

<u>Current Rates</u>	<u>Board Policy 34 Calculated Rate:</u>
\$ 2.80 flag drop 1/10 of a mile	\$ 3.40 flag drop 1/12 of a mile
\$ 3.00 per mile	\$ 3.60 per mile
\$24.00 per-hour waiting time	\$29.00 per-hour waiting time


Using the formula set forth in Board Policy 34, the airport rates of fare for 2016 would decrease slightly:

<u>Current Rates</u>	<u>Board Policy 34 Calculated Rate:</u>
\$ 2.80 flag drop 1/10 of a mile	\$ 2.70 flag drop 1/29 of a mile
\$ 3.00 per mile	\$ 2.90 per mile
\$24.00 per-hour waiting time	\$23.00 per-hour waiting time

As part of the TAC meeting on June 15, 2016, a public hearing was held regarding taxicab rates of fare for the maximum allowable non-airport rates of fare and the San Diego International Airport rates of fare.

The TAC membership voted unanimously to recommend keeping uniform (same) rates of fare for trips originating at the San Diego Airport and trips not originating at the San Diego Airport. The Committee also voted unanimously to recommend maintaining the 2015 rates of fare for 2016, rather than adopt the Board Policy No. 34 formula rates for this same time period. Members expressed concerns in making changes to the current rates to avoid costs to permit holders.

Staff, with TAC support, is recommending that the MTS Board pass a resolution to maintain the 2015 uniform rates of fare as the maximum allowable non-airport and airport taxicab rates of fare for 2016.

  
\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [sharon.cooney@sdmts.com](mailto:sharon.cooney@sdmts.com)

Attachment: A. Resolution No. 16-17

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 16-17

A Resolution Approving Uniform Rates of Fare for the San Diego International Airport  
and the Maximum Allowable Rates of Fare for the City of San Diego  
at the Amounts Presently in Effect Until Approximately March 2017

WHEREAS, current policy, process, and general taxicab rates of fare are regulated by the MTS Board of Directors in accordance with MTS Ordinance No. 11 and Policy No 34; and

WHEREAS, the 2016 calculation of rates of fare for the San Diego International Airport (airport) would result in a slight decrease in applicable taxicab rates for fare; and

WHEREAS, the 2016 calculation of rates of fare for non-airport taxicab trips would result in an increase in applicable taxicab rates of fare; and

WHEREAS, the MTS Taxicab Advisory Committee has requested that MTS not change the taxicab rates of fare for 2016, and instead maintain the existing rates of fare;

WHEREAS, maintaining the existing taxicab rates of fare will also result in the unified rate of fare for taxicabs operating at the airport being equal to the maximum allowable non-airport rates of fare;

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the MTS Board of Directors does hereby adopt the following rates of fare for both the uniform rate of fare for airport trips (in lieu of the calculation pursuant to MTS Policy No. 34.3) and the maximum rate of fare for all other trips (in lieu of the calculation pursuant to MTS Policy No. 34.2):

\$ 2.80 flag drop 1/10 of a mile  
\$ 3.00 per mile  
\$24.00 per-hour waiting time

The above approved rates shall apply until approximately March 2017 or whenever the Board takes action to change rates.

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PASSED AND ADOPTED, by the MTS Board of Directors this 28<sup>th</sup> day of July 2016, by the following votes:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

---

Clerk of the Board  
San Diego Metropolitan Transit System  
System

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Office of the General Counsel  
San Diego Metropolitan Transit





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## Agenda Item No. 19

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

July 28, 2016

**Draft for**  
**Executive Committee**  
**Review Date: 7/21/16**

#### SUBJECT:

MTS GREEN LINE 3-BAY COMMUNICATIONS CABINETS PURCHASE AND  
INSTALLATION SERVICES – AWARD WORK ORDER UNDER A JOB ORDER  
CONTRACT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC7504-08 (in substantially the same format as Attachment A), under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc., for the provision of labor, materials, equipment, and supplies for the purchase and installation of 3-Bay Communications Cabinets at seven locations along the MTS Green Line.

#### Budget Impact

The total cost will not exceed \$461,334.79 inclusive of a direct cost of \$449,661.75 and a 2.57 % administrative fee of \$11,673.04. Funding will be from the FY 2015 Capital Improvement Project (CIP) # 11366-1000, Network Switches and Communications Cabinet Upgrade.

#### DISCUSSION:

As part of the Green Line Communications Upgrade project, MTS is upgrading the communications equipment on the Green Line trolley stations from Old Town Transit Center to Santee Town Center to align that system with the current MTS communication infrastructure. Improvements will include upgrading the Public Address (PA) system equipment, Train to Wayside Controller (TWC) devices, MTS's furnished Variable Message Sign (VMS) units, Network communication equipment, and Programmable Logic Controllers (PLCs).



This project will allow the replacement of the existing overcrowded 2-bay communications cabinets with new 3-bay communication cabinets along the 7 stations on this segment of the Green Line. The new 3-bay cabinets will be installed at the Trolley stations in Old Town, Mission San Diego, Grossmont, Gillespie, El Cajon, Arnele, and Amaya. These new 3-bay cabinets will not only increase the current available equipment holding capacity but will also provide crucial additional physical space that will be necessary for future communication system enhancements.

Therefore staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC7504-08 (in substantially the same format as Attachment A), under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc., for the provision of labor, materials, equipment, and supplies for the purchase and installation of 3-Bay Communications Cabinets at seven locations along the MTS Green Line.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Work Order MTSJOC7504-08

**JOB ORDER CONTRACT  
WORK ORDER**

PWL204.0-16  
CONTRACT NUMBER

MTSJOC7504-08  
WORK ORDER NUMBER

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: ABC Construction, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 239-3428

Authorized person to sign contracts: Wayne Czubernat Project Manager  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWL204.0-16), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

**TOTAL AMOUNT OF WORK ORDER SHALL NOT EXCEED \$ 449,661.75**

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
\$ 449,661.75	11366-1000	2017

By: \_\_\_\_\_  
Chief Financial Officer Date

( \_\_\_\_ total pages, each bearing contract number and work order number)

**Detailed Scope of Work**  
Job Order Contract



Date: 05/20/2016

To: Jim Cappadoola  
Contractor Project Manager  
ABC Construction, Inc.  
3120 National Ave  
San Diego, Ca 92113  
Phone: Fax: (619) 239-6614

From: Thang Nguyen  
Systems Engineer  
MTS  
1255 Imperial Avenue, Suite 900  
San Diego, CA 92101  
Phone: (619) 595-4560  
Fax:

Project: MTSJOC7504-08

MTS Work Order Number: TBD

Title: Green Line 3 Bay Comm Cabinets

Location: MTS Green Line

Railroad Protective: ☒ Yes ☐ No

**Detailed Scope of Work**

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, traffic control, and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This work consists of the removal of existing 2 Bay Communications Cabinets and installation of new, contractor provided, 3 Bay Communications Cabinets at seven (7) trolley stations. At all locations, the foundation for the Communications cabinet must be poured, Communications equipment must be relocated to the new 3 Bay Cabinet, Fiber Distribution units and CAT6 Patch Panels must be installed, and all work must be coordinated with MTS and with the MTS CCTV contractor. At Old Town Transit Center, existing cabling shall be relocated and trenching and the installation of PVC conduit shall be required as shown in MTS provided plans. At El Cajon Transit Center, existing cable shall be relocated, a new concrete foundation shall be poured, and a chain link fence shall be installed around the new Communications Cabinet as shown in MTS provided plans.

The Contractor shall be responsible for the procurement and installation of the seven (7) 3 Bay Communications Cabinets and for a standard one year labor and material warranty. The 3 Bay Communications Cabinets must coincide with MTS provided plans and layout.

The Contractor shall maintain the signaling, CCTV equipment, traction power, track, and catenary systems in fully functional and operational state, except as otherwise permitted as described in these Special Provisions.

**Specifications:**

Appendix A: Section 13: ELECTRICAL AND COMMUNICATIONS.

Appendix B: Communications Cabinet Plans.

Appendix C: Communications Cabinet Layout.

**Locations:**

Att. A, AI 19, 7/28/16

Old Town Transit Center (4005 Taylor St, San Diego, CA 92110).  
Mission San Diego Station (5837 Rancho Mission Road, San Diego, CA 92108).  
Grossmont Transit Center (8601 Fletcher Parkway, La Mesa, CA 91942).  
Amaya Drive Station (9100 Amaya Drive, La Mesa, CA 91942).  
El Cajon Transit Center (352 S. Marshall Avenue, El Cajon, CA 92020).  
Arnel Avenue Station (762 N. Marshall Avenue, El Cajon, CA 92020).  
Gillespie Field Station (1990 N Cuyamaca St, El Cajon, CA 92020).

**Coordination:**

The contractor will be required to obtain and comply with the provisions of an MTS Right of Entry (ROE) permit and complete the MTS rail safety training program prior to entering the railroad right-of-way to perform any work.

See the MTS website at <http://www.sdmts.com/business-center-permits/right-entry> for additional information. For Right of Entry Permit information and processing for this specific project the successful bidder will need to contact MTS Right of Way Services at 619-557-4501.

The Contractor shall be responsible for submitting the MTS rail safety training registration request form. The Contractor should allow minimum of two weeks for scheduling class dates to accommodate adequate class availability. The course will take approximately four hours. MTS permit application and rail safety training will be provided at no cost to the Contractor. Information on rail safety training can be found at the following link: <http://www.sdmts.com/business-center-permits/safety-training>

The Contractor must coordinate with the MTS CCTV contractor to plan for the relocation and reinstallation of CCTV Equipment.

**Traffic Control:**

It is the Contractor's responsibility to barricade the work area and to prevent vehicles and pedestrians from entering the job site. All planned work must be coordinated with MTS beforehand.

The contractor shall request flaggers from MTS/SD Trolley 72 hours in advance of any work activity within the MTS right-of-way. The engineer shall furnish the necessary forms to request flaggers.

**Submittals:**

Contingency Plans

3-Week Lookahead Schedule

As Built Drawings

Catalog cuts and specifications for all Contractor-furnished equipment and materials

Cutover Plans

Testing Plans

The Contractor shall be responsible for all field surveying and for verifying site conditions. MTS shall be informed of any discrepancies found.

**Existing Utilities:**

The contractor shall notify the Engineer and Underground Service Alert (USA) (800) 422-4133 at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, wire or other structure.

Contractor is to locate and protect in-place all existing underground facilities. The contractor shall coordinate with MTS personnel in order to have said facilities located and marked out by Cable, Pipe & Leak Detection (CPL) (619) 660-0844, or other approved utility locating subcontractor familiar with MTS facilities. All coordination and costs associated with (CPL) shall be provided by the contractor. If the Contractor cannot protect in-place existing underground facilities, the Contractor shall replace any damaged or removed underground facilities in a timely manner as to not allow for extended delays to the trolley services. If the services are subject to extended delays, the contractor shall notify MTS prior to the expiring of the original scheduled work time. All existing MTS underground facilities located shall be as-built and included on the contractor's as-built drawings.

Where such facilities are not located on the plans, no work shall be performed near said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that locate and identify the facility.

**Schedule:**

All work shall be completed as soon as possible within 120 calendar days from issuance of NTP.

**Work Windows:**

Weekdays 7 am-4pm

  
Thang Nguyen, Systems Engineer

5/20/16  
Date

  
Jim Cappadocia, Contractor Project Manager

7/17/16  
Date

## Job Order Contract

**Contractor's Price Proposal Summary- Category**

**Work Order #:** MTSJOC7504-08  
**Title:** Green Line 3 Bay Comm Cabinets  
**Contractor:** SANDAG - ABC Construction - MTSJOC7504  
**Proposal Value:** \$454,203.79  
**Proposal Name:** Green Line 3 Bay Comm Cabinets

**To:** Thang Nguyen  
 Project Manager - MTS  
 255 Imperial Venue  
 Suite 900  
 San Diego, CA 92101

**From:** Wayne Czubernat  
 Project Manager  
 ABC Construction Co. Inc.  
 3120 National Ave  
 San Diego, Ca 92113

<b>Amaya Drive Station:</b>	<b>\$64,086.76</b>
<b>Arnele Avenue Station:</b>	<b>\$64,086.77</b>
<b>El Cajon Transit Center:</b>	<b>\$70,406.39</b>
<b>Gillespie Field Station:</b>	<b>\$60,684.32</b>
<b>Grossmont Transit Center:</b>	<b>\$64,086.76</b>
<b>Mission San Diego Station:</b>	<b>\$60,684.32</b>
<b>Old Town Transit Center:</b>	<b>\$70,168.46</b>
<b>Project Proposal Total</b>	<b>\$454,203.79</b>

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

  
 Wayne Czubernat, Project Manager

## Job Order Contract

## Contractor's Price Proposal Detail- Category

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets  
 Contractor: SANDAG - ABC Construction - MTSJOC7504  
 Proposal Value: \$454,203.79  
 Proposal Name: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Amaya Drive Station</b>				
1	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
		Quantity	Unit Price	Factor
	Installation	32.00 x	\$63.05 x	1.0575 =
				Total
				\$2,133.61
			Power down and Disconnect of all Power Cables	
2	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
		Quantity	Unit Price	Factor
	Installation	48.00 x	\$63.05 x	1.0575 =
				Total
				\$3,200.42
			prepping of new cabinet off site	
3	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Quantity	Unit Price	Factor
	Installation	64.00 x	\$63.05 x	1.0575 =
				Total
				\$4,267.22
			Cable Labeling Prior to demo 4 men for 2 days	
4	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
	Installation	80.00 x	\$63.05 x	1.0575 =
				Total
				\$5,334.03
			Dismantalling of al conductors, comm cabling etc and store for future reinstallCutting Cabinet in Half and removing. Modifying new cabinet for installation 5 men for 2 days	
5	01 22 20 00-0017	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,402.44
		Quantity	Unit Price	Factor
	Installation	48.00 x	\$67.03 x	1.0575 =
				Total
				\$3,402.44
			Labor time to remove existing wrought iron fence and then to return and modify layout after comm cabinet is installed 3 men 2 days	
6	01 22 20 00-0048	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services.	\$2,115.00
		Quantity	Unit Price	Factor
	Installation	16.00 x	\$125.00 x	1.0575 =
				Total
				\$2,115.00
			Consultant testing	
7	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$959.53
		Quantity	Unit Price	Factor
	Installation	1.00 x	\$907.36 x	1.0575 =
				Total
				\$959.53
			1 Day to Demo existing Concrete and to prep for new concrete	



## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Amaya Drive Station</b>				
8	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31
		Quantity	Unit Price	Factor
		2.00 x	\$1,067.76 x	1.0575 =
		Installation		Total
				\$2,258.31
		1 for cabinet removal and 1 for Cabinet placing		
9	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$10,178.79
		Quantity	Unit Price	Factor
		13.00 x	\$740.41 x	1.0575 =
		Installation		Total
				\$10,178.79
		Onsite Tool Truck		
10	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97
		Quantity	Unit Price	Factor
		2.00 x	\$740.41 x	1.0575 =
		Installation		Total
				\$1,565.97
		For removal of demo'd equipment and delivery of prepped equipment from off site		
11	01 55 26 00-0025	DAY	28" Cone With Reflective Collar	\$9.09
		Quantity	Unit Price	Factor
		20.00 x	\$0.43 x	1.0575 =
		Installation		Total
				\$9.09
		20 cones for 10 days		
12	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand	\$198.60
		Quantity	Unit Price	Factor
		60.00 x	\$3.13 x	1.0575 =
		Installation		Total
				\$198.60
		6 Signs for 10 days		
13	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck	\$719.10
		Quantity	Unit Price	Factor
		200.00 x	\$3.40 x	1.0575 =
		Installation		Total
				\$719.10
		20 cones for 10 days		
14	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck	\$432.09
		Quantity	Unit Price	Factor
		60.00 x	\$6.81 x	1.0575 =
		Installation		Total
				\$432.09
		6 Signs for 10 days		
15	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 6' On Center	\$1,242.56
		Quantity	Unit Price	Factor
		500.00 x	\$2.35 x	1.0575 =
		Installation		Total
				\$1,242.56
		Pedestrian Control		

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total	
Amaya Drive Station					
16	01 71 13 00-0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$851.56	
		Quantity	Unit Price	Factor	Total
		2.00	\$402.63	1.0575	\$851.56
		x	x	=	
		Installation			
		Mini and Fork lift Delivery			
17	01 71 23 16-0019	ACR	Survey Clear Area For Underground Utilities	\$1,193.84	
		Quantity	Unit Price	Factor	Total
		0.25	\$4,515.69	1.0575	\$1,193.84
		x	x	=	
		Installation			
		Utility Mark out			
18	01 74 19 00-0022	MO	Rampless Concrete Washout BinIncludes delivery.	\$468.68	
		Quantity	Unit Price	Factor	Total
		1.00	\$443.20	1.0575	\$468.68
		x	x	=	
		Installation			
		BMPs			
19	01 74 19 00-0037	TON	General Refuse	\$529.69	
		Quantity	Unit Price	Factor	Total
		13.00	\$38.53	1.0575	\$529.69
		x	x	=	
		Installation			
		1 Load to Landfill			
20	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$283.83	
		Quantity	Unit Price	Factor	Total
		44.00	\$6.10	1.0575	\$283.83
		x	x	=	
		Installation			
		Total New concrete: Sidewalk 20LF Pad: 24LF			
21	03 11 13 00-0010	0004 LF	For <250, Add	\$52.58	
		Quantity	Unit Price	Factor	Total
		44.00	\$1.13	1.0575	\$52.58
		x	x	=	
		Installation			
22	03 31 13 00-0056	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.	\$796.29	
		Quantity	Unit Price	Factor	Total
		31.00	\$24.29	1.0575	\$796.29
		x	x	=	
		Installation			
		Total New concrete: Sidewalk 50SF x 4" = Pad: 13SF x 12" =			
23	03 31 13 00-0056	0033 CF	For 3,500 PSI Concrete, Add	\$6.56	
		Quantity	Unit Price	Factor	Total
		31.00	\$0.20	1.0575	\$6.56
		x	x	=	
		Installation			

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total			
Amaya Drive Station							
24	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom				\$55.30
			Quantity	Unit Price	Factor	Total	
		Installation	63.00 x	\$0.83 x	1.0575 =	\$55.30	
		Total New concrete:					
		Sidewalk 50SF					
		Pad: 13SF					
25	03 35 16 00-0004	0055 SF	For >50 To 250, Add				\$55.30
			Quantity	Unit Price	Factor	Total	
		Installation	63.00 x	\$0.83 x	1.0575 =	\$55.30	
26	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float				\$64.62
			Quantity	Unit Price	Factor	Total	
		Installation	63.00 x	\$0.97 x	1.0575 =	\$64.62	
		Total New concrete:					
		Sidewalk 50SF					
		Pad: 13SF					
27	03 35 16 00-0005	0055 SF	For >50 To 250, Add				\$64.62
			Quantity	Unit Price	Factor	Total	
		Installation	63.00 x	\$0.97 x	1.0575 =	\$64.62	
28	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial				\$183.16
			Quantity	Unit Price	Factor	Total	
		Installation	40.00 x	\$4.33 x	1.0575 =	\$183.16	
29	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial				\$144.86
			Quantity	Unit Price	Factor	Total	
		Installation	3.00 x	\$45.66 x	1.0575 =	\$144.86	
30	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel				\$1,702.62
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	\$757.52 x	1.0575 =	\$1,602.15	
		Demolition	2.00 x	\$47.50 x	1.0575 =	\$100.46	
31	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel/UL 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Stile Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Side Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.				\$18,949.30
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	\$17,918.96 x	1.0575 =	\$18,949.30	
		(No Labor included)					
Excludes Labor	Excludes Equipment						

Excludes Labor  
 Excludes Equipment

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Amaya Drive Station</b>				
32	31 25 14 23-0003	BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
		Quantity	Unit Price	Factor
	Installation	20.00 x	\$3.93 x	1.0575 =
				Total \$83.12
33	31 25 14 23-0004	BAG	Bag Removal	\$39.55
		Quantity	Unit Price	Factor
	Installation	20.00 x	\$1.87 x	1.0575 =
				Total \$39.55
34	31 25 14 26-0022	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$128.73 x	1.0575 =
				Total \$544.53
<b>Subtotal for Amaya Drive Station:</b>				<b>\$64,086.76</b>
<b>Arnele Avenue Station</b>				
35	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
		Quantity	Unit Price	Factor
	Installation	32.00 x	\$63.05 x	1.0575 =
				Total \$2,133.61
			Power down and Disconnect of all Power Cables	
36	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
		Quantity	Unit Price	Factor
	Installation	48.00 x	\$63.05 x	1.0575 =
				Total \$3,200.42
			prepping of new cabinet off site	
37	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Quantity	Unit Price	Factor
	Installation	64.00 x	\$63.05 x	1.0575 =
				Total \$4,267.22
			Cable Labeling Prior to demo	
			4 men for 2 days	
38	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
	Installation	80.00 x	\$63.05 x	1.0575 =
				Total \$5,334.03
			Dismantalling of al conductors, comm cabling etc and store for future reinstallCutting Cabinet in Half and removing. Modifying new cabinet for installation	
			5 men for 2 days	
39	01 22 20 00-0017	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,402.44
		Quantity	Unit Price	Factor
	Installation	48.00 x	\$67.03 x	1.0575 =
				Total \$3,402.44
			Labor to remove existing Chainlink fencing and the n to return and reinstall for access	
			3 men for 2 days	
40	01 22 20 00-0048	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services.	\$2,115.00
		Quantity	Unit Price	Factor
	Installation	16.00 x	\$125.00 x	1.0575 =
				Total \$2,115.00
			Consultant testing	

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Arnele Avenue Station</b>				
41	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$959.53
			Quantity Unit Price Factor Total	
		Installation	1.00 x \$907.36 x 1.0575 =	\$959.53
			1 Day to Demo existing Concrete and to prep for new concrete	
42	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31
			Quantity Unit Price Factor Total	
		Installation	2.00 x \$1,067.76 x 1.0575 =	\$2,258.31
			1 for cabinet removal and 1 for Cabinet placing	
43	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97
			Quantity Unit Price Factor Total	
		Installation	2.00 x \$740.41 x 1.0575 =	\$1,565.97
			For removal of demo'd equipment and delivery of prepped equipment from off site	
44	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$10,178.79
			Quantity Unit Price Factor Total	
		Installation	13.00 x \$740.41 x 1.0575 =	\$10,178.79
			Onsite Tool Truck	
45	01 55 26 00-0025	DAY	28" Cone With Reflective Collar	\$9.09
			Quantity Unit Price Factor Total	
		Installation	20.00 x \$0.43 x 1.0575 =	\$9.09
			20 cones for 10 days	
46	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand	\$198.60
			Quantity Unit Price Factor Total	
		Installation	60.00 x \$3.13 x 1.0575 =	\$198.60
			6 Signs for 10 days	
47	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck	\$719.10
			Quantity Unit Price Factor Total	
		Installation	200.00 x \$3.40 x 1.0575 =	\$719.10
			20 cones for 10 days	
48	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck	\$432.09
			Quantity Unit Price Factor Total	
		Installation	60.00 x \$6.81 x 1.0575 =	\$432.09
			6 Signs for 10 days	
49	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 8' On Center	\$1,242.56
			Quantity Unit Price Factor Total	
		Installation	500.00 x \$2.35 x 1.0575 =	\$1,242.56
			Pedestrian Control	

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Arnele Avenue Station</b>				
50	01 71 13 00-0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$851.56
		Quantity	Unit Price	Factor
		2.00	\$402.63	1.0575
		x	x	=
		Installation		Total
				\$851.56
		Mini and Fork lift Delivery		
51	01 71 23 16-0019	ACR	Survey Clear Area For Underground Utilities	\$1,193.84
		Quantity	Unit Price	Factor
		0.25	\$4,515.69	1.0575
		x	x	=
		Installation		Total
				\$1,193.84
		Utility Mark out		
52	01 74 19 00-0022	MO	Rampless Concrete Washout BinIncludes delivery.	\$468.68
		Quantity	Unit Price	Factor
		1.00	\$443.20	1.0575
		x	x	=
		Installation		Total
				\$468.68
		BMPs		
53	01 74 19 00-0037	TON	General Refuse	\$529.69
		Quantity	Unit Price	Factor
		13.00	\$38.53	1.0575
		x	x	=
		Installation		Total
				\$529.69
		1 Load to Landfill		
54	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$283.83
		Quantity	Unit Price	Factor
		44.00	\$6.10	1.0575
		x	x	=
		Installation		Total
				\$283.83
		Total New concrete: Sidewalk 20LF Pad: 24LF		
55	03 11 13 00-0010	0004 LF	For <250, Add	\$52.58
		Quantity	Unit Price	Factor
		44.00	\$1.13	1.0575
		x	x	=
		Installation		Total
				\$52.58
56	03 31 13 00-0056	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.	\$796.29
		Quantity	Unit Price	Factor
		31.00	\$24.29	1.0575
		x	x	=
		Installation		Total
				\$796.29
		Total New concrete: Sidewalk 50SF x 4" Pad: 13SF x 12"		
57	03 31 13 00-0056	0033 CF	For 3,500 PSI Concrete, Add	\$6.56
		Quantity	Unit Price	Factor
		31.00	\$0.20	1.0575
		x	x	=
		Installation		Total
				\$6.56

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total	
Arnele Avenue Station					
58	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom	\$55.30	
		Quantity	Unit Price	Factor	Total
		Installation 63.00 x	\$0.83 x	1.0575 =	\$55.30
		Total New concrete: Sidewalk 50SF Pad: 13SF			
59	03 35 16 00-0004	0055 SF	For >50 To 250, Add	\$55.30	
		Quantity	Unit Price	Factor	Total
		Installation 63.00 x	\$0.83 x	1.0575 =	\$55.30
60	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float	\$64.62	
		Quantity	Unit Price	Factor	Total
		Installation 63.00 x	\$0.97 x	1.0575 =	\$64.62
		Total New concrete: Sidewalk 50SF Pad: 13SF			
61	03 35 16 00-0005	0055 SF	For >50 To 250, Add	\$64.62	
		Quantity	Unit Price	Factor	Total
		Installation 63.00 x	\$0.97 x	1.0575 =	\$64.62
62	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$183.16	
		Quantity	Unit Price	Factor	Total
		Installation 40.00 x	\$4.33 x	1.0575 =	\$183.16
63	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$144.86	
		Quantity	Unit Price	Factor	Total
		Installation 3.00 x	\$45.66 x	1.0575 =	\$144.86
64	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel	\$1,702.62	
		Quantity	Unit Price	Factor	Total
		Installation 2.00 x	\$757.52 x	1.0575 =	\$1,602.15
		Demolition 2.00 x	\$47.50 x	1.0575 =	\$100.46
65	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel/UL 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Sthle Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Sied Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.	\$18,949.30	
		Quantity	Unit Price	Factor	Total
		Installation 1.00 x	\$17,918.96 x	1.0575 =	\$18,949.30
		(No Labor included)			
Excludes Labor	Excludes Equipment				

Excludes Labor  
Excludes Equipment

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Arnele Avenue Station</b>				
66	31 25 14 23-0003	BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
		Quantity	Unit Price	Factor
	Installation	20.00	\$3.93	1.0575 =
		x	x	
				Total \$83.12
67	31 25 14 23-0004	BAG	Bag Removal	\$39.55
		Quantity	Unit Price	Factor
	Installation	20.00	\$1.87	1.0575 =
		x	x	
				Total \$39.55
68	31 25 14 26-0022	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
		Quantity	Unit Price	Factor
	Installation	4.00	\$128.73	1.0575 =
		x	x	
				Total \$544.53
<b>Subtotal for Arnele Avenue Station:</b>				<b>\$64,086.77</b>
<b>El Cajon Transit Center</b>				
69	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
		Quantity	Unit Price	Factor
	Installation	48.00	\$63.05	1.0575 =
		x	x	
				Total \$3,200.42
				prepping of new cabinet off site
70	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Quantity	Unit Price	Factor
	Installation	64.00	\$63.05	1.0575 =
		x	x	
				Total \$4,267.22
				Cable Labeling Prior to demo
				4 men for 2 days
71	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
		Quantity	Unit Price	Factor
	Installation	32.00	\$63.05	1.0575 =
		x	x	
				Total \$2,133.61
				Power down and Disconnect of all Power Cables
72	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
	Installation	80.00	\$63.05	1.0575 =
		x	x	
				Total \$5,334.03
				Dismantalling of al conductors, comm cabling etc and store for future reinstallCutting Cabinet in Half and removing. Modifying new cabinet for installation
				5 men for 2 days
73	01 22 20 00-0017	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$70.88
		Quantity	Unit Price	Factor
	Installation	1.00	\$67.03	1.0575 =
		x	x	
				Total \$70.88
				Labor to remove existing Chainlink fencing and the n to return and reinstall for access
				3 men for 2 days
74	01 22 20 00-0048	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services.	\$2,115.00
		Quantity	Unit Price	Factor
	Installation	16.00	\$125.00	1.0575 =
		x	x	
				Total \$2,115.00
				Consultant testing



## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total		
El Cajon Transit Center						
75	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$959.53		
		Quantity	Unit Price	Factor	Total	
	Installation	1.00	\$907.36	x	1.0575 =	\$959.53
	1 Day to Demo existing Concrete and to prep for new concrete					
76	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31		
		Quantity	Unit Price	Factor	Total	
	Installation	2.00	\$1,067.76	x	1.0575 =	\$2,258.31
	1 for cabinet removal and 1 for Cabinet placing					
77	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97		
		Quantity	Unit Price	Factor	Total	
	Installation	2.00	\$740.41	x	1.0575 =	\$1,565.97
	For removal of demo'd equipment and delivery of prepped equipment from off site					
78	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$10,178.79		
		Quantity	Unit Price	Factor	Total	
	Installation	13.00	\$740.41	x	1.0575 =	\$10,178.79
	Onsite Tool Truck					
79	01 55 26 00-0025	DAY	28" Cone With Reflective Collar	\$9.09		
		Quantity	Unit Price	Factor	Total	
	Installation	20.00	\$0.43	x	1.0575 =	\$9.09
	20 cones for 10 days					
80	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand	\$198.60		
		Quantity	Unit Price	Factor	Total	
	Installation	60.00	\$3.13	x	1.0575 =	\$198.60
	6 Signs for 10 days					
81	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck	\$719.10		
		Quantity	Unit Price	Factor	Total	
	Installation	200.00	\$3.40	x	1.0575 =	\$719.10
	20 cones for 10 days					
82	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck	\$432.09		
		Quantity	Unit Price	Factor	Total	
	Installation	60.00	\$6.81	x	1.0575 =	\$432.09
	6 Signs for 10 days					
83	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 8' On Center	\$1,242.56		
		Quantity	Unit Price	Factor	Total	
	Installation	500.00	\$2.35	x	1.0575 =	\$1,242.56
	Pedestrian Control					

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

	CSI Number	Mod.	UOM	Description	Line Total					
El Cajon Transit Center										
84	01 71 13 00-0004		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$851.56					
				Quantity	Unit Price	Factor	Total			
			Installation	2.00	x	\$402.63	x	1.0575	=	\$851.56
			Mini and Fork lift Delivery							
85	01 71 23 16-0019		ACR	Survey Clear Area For Underground Utilities						\$1,193.84
				Quantity		Unit Price		Factor		Total
			Installation	0.25	x	\$4,515.69	x	1.0575	=	\$1,193.84
			Utility Mark out							
86	01 74 19 00-0022		MO	Rampless Concrete Washout BinIncludes delivery.						\$468.68
				Quantity		Unit Price		Factor		Total
			Installation	1.00	x	\$443.20	x	1.0575	=	\$468.68
			BMPs							
87	01 74 19 00-0037		TON	General Refuse						\$529.69
				Quantity		Unit Price		Factor		Total
			Installation	13.00	x	\$38.53	x	1.0575	=	\$529.69
			1 Load to Landfill							
88	03 11 13 00-0010		LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork						\$283.83
				Quantity		Unit Price		Factor		Total
			Installation	44.00	x	\$6.10	x	1.0575	=	\$283.83
			Total New concrete: Sidewalk 20LF Pad: 24LF							
89	03 11 13 00-0010	0004	LF	For <250, Add						\$52.58
				Quantity		Unit Price		Factor		Total
			Installation	44.00	x	\$1.13	x	1.0575	=	\$52.58
90	03 31 13 00-0056		CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.						\$2,080.62
				Quantity		Unit Price		Factor		Total
			Installation	81.00	x	\$24.29	x	1.0575	=	\$2,080.62
			Total New concrete: Sidewalk 50SF x 4" Pad: 64SF x 12"							
91	03 31 13 00-0056	0033	CF	For 3,500 PSI Concrete, Add						\$6.56
				Quantity		Unit Price		Factor		Total
			Installation	31.00	x	\$0.20	x	1.0575	=	\$6.56

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total	
El Cajon Transit Center					
92	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom	\$100.06	
		Quantity	Unit Price	Factor	Total
	Installation	114.00 x	\$0.83 x	1.0575 =	\$100.06
	Total New concrete: Sidewalk 50SF Pad: 64SF				
93	03 35 16 00-0004	0055 SF	For >50 To 250, Add	\$100.06	
		Quantity	Unit Price	Factor	Total
	Installation	114.00 x	\$0.83 x	1.0575 =	\$100.06
94	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float	\$116.94	
		Quantity	Unit Price	Factor	Total
	Installation	114.00 x	\$0.97 x	1.0575 =	\$116.94
	Total New concrete: Sidewalk 50SF Pad: 64SF				
95	03 35 16 00-0005	0055 SF	For >50 To 250, Add	\$116.94	
		Quantity	Unit Price	Factor	Total
	Installation	114.00 x	\$0.97 x	1.0575 =	\$116.94
96	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$183.16	
		Quantity	Unit Price	Factor	Total
	Installation	40.00 x	\$4.33 x	1.0575 =	\$183.16
97	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$144.86	
		Quantity	Unit Price	Factor	Total
	Installation	3.00 x	\$45.66 x	1.0575 =	\$144.86
98	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel	\$1,702.62	
		Quantity	Unit Price	Factor	Total
	Installation	2.00 x	\$757.52 x	1.0575 =	\$1,602.15
	Demolition	2.00 x	\$47.50 x	1.0575 =	\$100.46
99	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel/UL 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Style Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Side Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.	\$18,949.30	
		Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$17,918.96 x	1.0575 =	\$18,949.30
	(No Labor included)				
Excludes Labor	Excludes Equipment				

Excludes Labor  
 Excludes Equipment

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

	CSI Number	Mod.	UOM	Description	Line Total
<b>El Cajon Transit Center</b>					
100	31 25 14 23-0003		BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
				Quantity Unit Price Factor Total	
			Installation	20.00 x \$3.93 x 1.0575 =	\$83.12
101	31 25 14 23-0004		BAG	Bag Removal	\$39.55
				Quantity Unit Price Factor Total	
			Installation	20.00 x \$1.87 x 1.0575 =	\$39.55
102	31 25 14 26-0022		EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
				Quantity Unit Price Factor Total	
			Installation	4.00 x \$128.73 x 1.0575 =	\$544.53
103	32 31 13 00-0011		VLF	18" Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$1,430.67
				Quantity Unit Price Factor Total	
			Installation	72.00 x \$18.79 x 1.0575 =	\$1,430.67
				New Section of Fence	
104	32 31 13 00-0041		VLF	Grout Fill, 18" Diameter Hole	\$1,990.30
				Quantity Unit Price Factor Total	
			Installation	72.00 x \$26.14 x 1.0575 =	\$1,990.30
				New Section of Fence	
105	32 31 13 00-0123		LF	6' Galvanized Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top And Bottom Rails, 2-1/2" Line Post At 10' On Center, 3" Corner Post	\$634.50
				Quantity Unit Price Factor Total	
			Installation	25.00 x \$24.00 x 1.0575 =	\$634.50
				New Section of Fence	
106	32 31 19 00-0004		LF	4' Wrought Iron Fence, Verticals At >2-1/2" To 3" On Center	\$1,978.32
				Quantity Unit Price Factor Total	
			Installation	25.00 x \$74.83 x 1.0575 =	\$1,978.32
				New Section of Fence	
107	33 71 19 00-0011		EA	No. 6 Electric Pull Boxes, Precast Concrete	\$2,138.90
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$1,011.30 x 1.0575 =	\$2,138.90
				New Pull Boxes	
<b>Subtotal for El Cajon Transit Center:</b>					<b>\$70,406.39</b>
<b>Gillespie Field Station</b>					
108	01 22 20 00-0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
				Quantity Unit Price Factor Total	
			Installation	32.00 x \$63.05 x 1.0575 =	\$2,133.61
				Power down and Disconnect of all Power Cables	

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Gillespie Field Station</b>				
109	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
	Installation	80.00 x	\$63.05 x	1.0575 =
				Total
				\$5,334.03
			Dismantalling of al conductors, comm cabling etc and store for future reinstallCutting Cabinet in Half and removing. Modifying new cabinet for installation	
			5 men for 2 days	
110	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
		Quantity	Unit Price	Factor
	Installation	48.00 x	\$63.05 x	1.0575 =
				Total
				\$3,200.42
			prepping of new cabinet off site	
111	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Quantity	Unit Price	Factor
	Installation	64.00 x	\$63.05 x	1.0575 =
				Total
				\$4,267.22
			Cable Labeling Prior to demo	
			4 men for 2 days	
112	01 22 20 00-0046	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services	\$2,115.00
		Quantity	Unit Price	Factor
	Installation	16.00 x	\$125.00 x	1.0575 =
				Total
				\$2,115.00
			Consultant testing	
113	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$959.53
		Quantity	Unit Price	Factor
	Installation	1.00 x	\$907.36 x	1.0575 =
				Total
				\$959.53
			1 Day to Demo existing Concrete and to prep for new concrete	
114	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31
		Quantity	Unit Price	Factor
	Installation	2.00 x	\$1,067.76 x	1.0575 =
				Total
				\$2,258.31
			1 for cabinet removal and 1 for Cabinet placing	
115	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$10,178.79
		Quantity	Unit Price	Factor
	Installation	13.00 x	\$740.41 x	1.0575 =
				Total
				\$10,178.79
			Onsite Tool Truck	
116	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97
		Quantity	Unit Price	Factor
	Installation	2.00 x	\$740.41 x	1.0575 =
				Total
				\$1,565.97
			For removal of demo'd equipment and delivery of prepped equipment from off site	

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Gillespie Field Station</b>				
117	01 55 26 00-0025	DAY	28" Cone With Reflective Collar	\$9.09
		Quantity	Unit Price	Factor
		20.00	\$0.43	1.0575
		x	x	=
		Installation		Total
				\$9.09
		20 cones for 10 days		
118	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand	\$198.60
		Quantity	Unit Price	Factor
		60.00	\$3.13	1.0575
		x	x	=
		Installation		Total
				\$198.60
		6 Signs for 10 days		
119	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck	\$719.10
		Quantity	Unit Price	Factor
		200.00	\$3.40	1.0575
		x	x	=
		Installation		Total
				\$719.10
		20 cones for 10 days		
120	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck	\$432.09
		Quantity	Unit Price	Factor
		60.00	\$6.81	1.0575
		x	x	=
		Installation		Total
				\$432.09
		6 Signs for 10 days		
121	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 8' On Center	\$1,242.56
		Quantity	Unit Price	Factor
		500.00	\$2.35	1.0575
		x	x	=
		Installation		Total
				\$1,242.56
		Pedestrian Control		
122	01 71 13 00-0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$851.56
		Quantity	Unit Price	Factor
		2.00	\$402.63	1.0575
		x	x	=
		Installation		Total
				\$851.56
		Mini and Fork lift Delivery		
123	01 71 23 16-0019	ACR	Survey Clear Area For Underground Utilities	\$1,193.84
		Quantity	Unit Price	Factor
		0.25	\$4,515.69	1.0575
		x	x	=
		Installation		Total
				\$1,193.84
		Utility Mark out		
124	01 74 19 00-0022	MO	Rampless Concrete Washout BinIncludes delivery.	\$468.68
		Quantity	Unit Price	Factor
		1.00	\$443.20	1.0575
		x	x	=
		Installation		Total
				\$468.68
		BMPs		

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Gillespie Field Station</b>				
125	01 74 19 00-0037	TON	General Refuse	\$529.69
		Quantity	Unit Price	Factor
		Installation 13.00	\$38.53	1.0575 =
		1 Load to Landfill		
				Total \$529.69
126	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$283.83
		Quantity	Unit Price	Factor
		Installation 44.00	\$6.10	1.0575 =
		Total New concrete: Sidewalk 20LF Pad: 24LF		Total \$283.83
127	03 11 13 00-0010	0004 LF	For <250, Add	\$52.58
		Quantity	Unit Price	Factor
		Installation 44.00	\$1.13	1.0575 =
				Total \$52.58
128	03 31 13 00-0056	CF	Hand Mix And Place Concrete For use where conventional equipment access is limited or when directed by the owner.	\$796.29
		Quantity	Unit Price	Factor
		Installation 31.00	\$24.29	1.0575 =
		Total New concrete: Sidewalk 50SF x 4" Pad: 13SF x 12"		Total \$796.29
129	03 31 13 00-0056	0033 CF	For 3,500 PSI Concrete, Add	\$6.56
		Quantity	Unit Price	Factor
		Installation 31.00	\$0.20	1.0575 =
				Total \$6.56
130	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom	\$55.30
		Quantity	Unit Price	Factor
		Installation 63.00	\$0.83	1.0575 =
		Total New concrete: Sidewalk 50SF Pad: 13SF		Total \$55.30
131	03 35 16 00-0004	0055 SF	For >50 To 250, Add	\$55.30
		Quantity	Unit Price	Factor
		Installation 63.00	\$0.83	1.0575 =
				Total \$55.30
132	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float	\$64.62
		Quantity	Unit Price	Factor
		Installation 63.00	\$0.97	1.0575 =
		Total New concrete: Sidewalk 50SF Pad: 13SF		Total \$64.62
133	03 35 16 00-0005	0055 SF	For >50 To 250, Add	\$64.62
		Quantity	Unit Price	Factor
		Installation 63.00	\$0.97	1.0575 =
				Total \$64.62
134	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$183.16
		Quantity	Unit Price	Factor
		Installation 40.00	\$4.33	1.0575 =
				Total \$183.16

## Contractor's Price Proposal Detail- Category Continued.

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Gillespie Field Station</b>				
135	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$144.86
			Quantity Unit Price Factor Total	
		Installation	3.00 x \$45.66 x 1.0575 =	\$144.86
136	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel	\$1,702.62
			Quantity Unit Price Factor Total	
		Installation	2.00 x \$757.52 x 1.0575 =	\$1,602.15
		Demolition	2.00 x \$47.50 x 1.0575 =	\$100.46
137	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel UI 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Stile Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Sided Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.	\$18,949.30
			Quantity Unit Price Factor Total	
		Installation	1.00 x \$17,918.96 x 1.0575 =	\$18,949.30
		(No Labor included)		
138	31 25 14 23-0003	BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
			Quantity Unit Price Factor Total	
		Installation	20.00 x \$3.93 x 1.0575 =	\$83.12
139	31 25 14 23-0004	BAG	Bag Removal	\$39.55
			Quantity Unit Price Factor Total	
		Installation	20.00 x \$1.87 x 1.0575 =	\$39.55
140	31 25 14 26-0022	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
			Quantity Unit Price Factor Total	
		Installation	4.00 x \$128.73 x 1.0575 =	\$544.53
<b>Subtotal for Gillespie Field Station:</b>				<b>\$60,684.32</b>
<b>Grossmont Transit Center</b>				
141	01 22 20 00-0010	HR	Electrician For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
			Quantity Unit Price Factor Total	
		Installation	32.00 x \$63.05 x 1.0575 =	\$2,133.61
		Power down and Disconnect of all Power Cables		
142	01 22 20 00-0010	HR	Electrician For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
			Quantity Unit Price Factor Total	
		Installation	48.00 x \$63.05 x 1.0575 =	\$3,200.42
		prepping of new cabinet off site		



## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Grossmont Transit Center</b>				
143	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
		80.00 x	\$63.05 x	1.0575 =
		Installation		Total
				\$5,334.03
		Dismantalling of al conductors, comm cabling etc and store for future reinstallCutting Cabinet in Half and removing. Modifying new cabinet for installation		
		5 men for 2 days		
144	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Quantity	Unit Price	Factor
		64.00 x	\$63.05 x	1.0575 =
		Installation		Total
				\$4,267.22
		Cable Labeling Prior to demo		
		4 men for 2 days		
145	01 22 20 00-0017	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,402.44
		Quantity	Unit Price	Factor
		48.00 x	\$67.03 x	1.0575 =
		Installation		Total
				\$3,402.44
		Labor time to remove existing chainlink fencing and then to return and modify layout after comm cabinet is installed		
		3 men 2 days		
146	01 22 20 00-0048	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services.	\$2,115.00
		Quantity	Unit Price	Factor
		16.00 x	\$125.00 x	1.0575 =
		Installation		Total
				\$2,115.00
		Consultant testing		
147	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$959.53
		Quantity	Unit Price	Factor
		1.00 x	\$907.36 x	1.0575 =
		Installation		Total
				\$959.53
		1 Day to Demo existing Concrete and to prep for new concrete		
148	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31
		Quantity	Unit Price	Factor
		2.00 x	\$1,067.76 x	1.0575 =
		Installation		Total
				\$2,258.31
		1 for cabinet removal and 1 for Cabinet placing		
149	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97
		Quantity	Unit Price	Factor
		2.00 x	\$740.41 x	1.0575 =
		Installation		Total
				\$1,565.97
		For removal of demo'd equipment and delivery of prepped equipment from off site		
150	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$10,178.79
		Quantity	Unit Price	Factor
		13.00 x	\$740.41 x	1.0575 =
		Installation		Total
				\$10,178.79
		Onsite Tool Truck		

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total	
Grossmont Transit Center					
151	01 55 26 00-0025	DAY	28" Cone With Reflective Collar	\$9.09	
		Quantity	Unit Price	Factor	Total
	Installation	20.00	\$0.43	x	\$9.09
	20 cones for 10 days				
152	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand	\$198.60	
		Quantity	Unit Price	Factor	Total
	Installation	60.00	\$3.13	x	\$198.60
	6 Signs for 10 days				
153	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck	\$719.10	
		Quantity	Unit Price	Factor	Total
	Installation	200.00	\$3.40	x	\$719.10
	20 cones for 10 days				
154	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck	\$432.09	
		Quantity	Unit Price	Factor	Total
	Installation	60.00	\$6.81	x	\$432.09
	6 Signs for 10 days				
155	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 8' On Center	\$1,242.56	
		Quantity	Unit Price	Factor	Total
	Installation	500.00	\$2.35	x	\$1,242.56
	Pedestrian Control				
156	01 71 13 00-0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$851.56	
		Quantity	Unit Price	Factor	Total
	Installation	2.00	\$402.63	x	\$851.56
	Mini and Fork lift Delivery				
157	01 71 23 16-0019	ACR	Survey Clear Area For Underground Utilities	\$1,193.84	
		Quantity	Unit Price	Factor	Total
	Installation	0.25	\$4,515.69	x	\$1,193.84
	Utility Mark out				
158	01 74 19 00-0022	MO	Rampless Concrete Washout BinIncludes delivery.	\$468.68	
		Quantity	Unit Price	Factor	Total
	Installation	1.00	\$443.20	x	\$468.68
	BMPs				

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Grossmont Transit Center</b>				
159	01 74 19 00-0037	TON	General Refuse	\$529.69
		Quantity	Unit Price	Factor
		13.00	\$38.53	1.0575
		x	x	=
		Installation		Total
				\$529.69
		1 Load to Landfill		
160	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$283.83
		Quantity	Unit Price	Factor
		44.00	\$6.10	1.0575
		x	x	=
		Installation		Total
				\$283.83
		Total New concrete: Sidewalk 20LF Pad: 24LF		
161	03 11 13 00-0010	0004 LF	For <250, Add	\$52.58
		Quantity	Unit Price	Factor
		44.00	\$1.13	1.0575
		x	x	=
		Installation		Total
				\$52.58
162	03 31 13 00-0056	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.	\$796.29
		Quantity	Unit Price	Factor
		31.00	\$24.29	1.0575
		x	x	=
		Installation		Total
				\$796.29
		Total New concrete: Sidewalk 50SF x 4" = Pad: 13SF x 12" =		
163	03 31 13 00-0056	0033 CF	For 3,500 PSI Concrete, Add	\$6.56
		Quantity	Unit Price	Factor
		31.00	\$0.20	1.0575
		x	x	=
		Installation		Total
				\$6.56
164	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom	\$55.30
		Quantity	Unit Price	Factor
		63.00	\$0.83	1.0575
		x	x	=
		Installation		Total
				\$55.30
		Total New concrete: Sidewalk 50SF Pad: 13SF		
165	03 35 16 00-0004	0055 SF	For >50 To 250, Add	\$55.30
		Quantity	Unit Price	Factor
		63.00	\$0.83	1.0575
		x	x	=
		Installation		Total
				\$55.30
166	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float	\$64.62
		Quantity	Unit Price	Factor
		63.00	\$0.97	1.0575
		x	x	=
		Installation		Total
				\$64.62
		Total New concrete: Sidewalk 50SF Pad: 13SF		
167	03 35 16 00-0005	0055 SF	For >50 To 250, Add	\$64.62
		Quantity	Unit Price	Factor
		63.00	\$0.97	1.0575
		x	x	=
		Installation		Total
				\$64.62
168	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$183.16
		Quantity	Unit Price	Factor
		40.00	\$4.33	1.0575
		x	x	=
		Installation		Total
				\$183.16

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Grossmont Transit Center</b>				
169	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$144.86
		Installation	Quantity 3.00 x Unit Price \$45.66 x Factor 1.0575 =	Total \$144.86
170	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel	\$1,702.62
		Installation	Quantity 2.00 x Unit Price \$757.52 x Factor 1.0575 =	Total \$1,602.15
		Demolition	Quantity 2.00 x Unit Price \$47.50 x Factor 1.0575 =	Total \$100.46
171	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel UI 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Style Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Side Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.	\$18,949.30
		Installation	Quantity 1.00 x Unit Price \$17,918.96 x Factor 1.0575 =	Total \$18,949.30
		(No Labor included)		
172	31 25 14 23-0003	BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
		Installation	Quantity 20.00 x Unit Price \$3.93 x Factor 1.0575 =	Total \$83.12
173	31 25 14 23-0004	BAG	Bag Removal	\$39.55
		Installation	Quantity 20.00 x Unit Price \$1.87 x Factor 1.0575 =	Total \$39.55
174	31 25 14 26-0022	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
		Installation	Quantity 4.00 x Unit Price \$128.73 x Factor 1.0575 =	Total \$544.53
<b>Subtotal for Grossmont Transit Center:</b>				<b>\$64,086.76</b>
<b>Mission San Diego Station</b>				
175	01 22 20 00-0010	HR	Electrician For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Installation	Quantity 64.00 x Unit Price \$63.05 x Factor 1.0575 =	Total \$4,267.22
		Cable Labeling Prior to demo 4 men for 2 days		

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Mission San Diego Station</b>				
176	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
	Installation	80.00 x	\$63.05 x	1.0575 =
				Total
				\$5,334.03
			Dismantalling of al conductors, comm cabling etc and store for future reinstallCutting Cabinet in Half and removing. Modifying new cabinet for installation	
			5 men for 2 days	
177	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
		Quantity	Unit Price	Factor
	Installation	32.00 x	\$63.05 x	1.0575 =
				Total
				\$2,133.61
			Power down and Disconnect of all Power Cables	
178	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
		Quantity	Unit Price	Factor
	Installation	48.00 x	\$63.05 x	1.0575 =
				Total
				\$3,200.42
			prepping of new cabinet off site	
179	01 22 20 00-0048	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services.	\$2,115.00
		Quantity	Unit Price	Factor
	Installation	16.00 x	\$125.00 x	1.0575 =
				Total
				\$2,115.00
			Consultant testing	
180	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$959.53
		Quantity	Unit Price	Factor
	Installation	1.00 x	\$907.36 x	1.0575 =
				Total
				\$959.53
			1 Day to Demo existing Concrete and to prep for new concrete	
181	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31
		Quantity	Unit Price	Factor
	Installation	2.00 x	\$1,067.76 x	1.0575 =
				Total
				\$2,258.31
			1 for cabinet removal and 1 for Cabinet placing	
182	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97
		Quantity	Unit Price	Factor
	Installation	2.00 x	\$740.41 x	1.0575 =
				Total
				\$1,565.97
			For removal of demo'd equipment and delivery of prepped equipment from off site	
183	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$10,178.79
		Quantity	Unit Price	Factor
	Installation	13.00 x	\$740.41 x	1.0575 =
				Total
				\$10,178.79
			Onsite Tool Truck	

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total	
Mission San Diego Station					
184	01 55 26 00-0025	DAY	28" Cone With Reflective Collar	\$9.09	
		Quantity	Unit Price	Factor	Total
	Installation	20.00 x	\$0.43 x	1.0575 =	\$9.09
	20 cones for 10 days				
185	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand	\$198.60	
		Quantity	Unit Price	Factor	Total
	Installation	60.00 x	\$3.13 x	1.0575 =	\$198.60
	6 Signs for 10 days				
186	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck	\$719.10	
		Quantity	Unit Price	Factor	Total
	Installation	200.00 x	\$3.40 x	1.0575 =	\$719.10
	20 cones for 10 days				
187	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck	\$432.09	
		Quantity	Unit Price	Factor	Total
	Installation	60.00 x	\$6.81 x	1.0575 =	\$432.09
	6 Signs for 10 days				
188	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 8' On Center	\$1,242.56	
		Quantity	Unit Price	Factor	Total
	Installation	500.00 x	\$2.35 x	1.0575 =	\$1,242.56
	Pedestrian Control				
189	01 71 13 00-0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc	\$851.56	
		Quantity	Unit Price	Factor	Total
	Installation	2.00 x	\$402.63 x	1.0575 =	\$851.56
	Mini and Fork lift Delivery				
190	01 71 23 16-0019	ACR	Survey Clear Area For Underground Utilities	\$1,193.84	
		Quantity	Unit Price	Factor	Total
	Installation	0.25 x	\$4,515.69 x	1.0575 =	\$1,193.84
	Utility Mark out				
191	01 74 19 00-0022	MO	Rampless Concrete Washout BinIncludes delivery.	\$468.68	
		Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$443.20 x	1.0575 =	\$468.68
	BMPs				

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total		
Mission San Diego Station						
192	01 74 19 00-0037	TON	General Refuse	\$529.69		
		Quantity	Unit Price	Factor	Total	
	Installation	13.00	\$38.53	x	1.0575 =	\$529.69
	1 Load to Landfill					
193	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$283.83		
		Quantity	Unit Price	Factor	Total	
	Installation	44.00	\$6.10	x	1.0575 =	\$283.83
	Total New concrete: Sidewalk 20LF Pad: 24LF					
194	03 11 13 00-0010	0004	LF For <250, Add	\$52.58		
		Quantity	Unit Price	Factor	Total	
	Installation	44.00	\$1.13	x	1.0575 =	\$52.58
195	03 31 13 00-0056	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.	\$796.29		
		Quantity	Unit Price	Factor	Total	
	Installation	31.00	\$24.29	x	1.0575 =	\$796.29
	Total New concrete: Sidewalk 50SF x 4" = Pad: 13SF x 12" =					
196	03 31 13 00-0056	0033	CF For 3,500 PSI Concrete, Add	\$6.56		
		Quantity	Unit Price	Factor	Total	
	Installation	31.00	\$0.20	x	1.0575 =	\$6.56
197	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom	\$55.30		
		Quantity	Unit Price	Factor	Total	
	Installation	63.00	\$0.83	x	1.0575 =	\$55.30
	Total New concrete: Sidewalk 50SF Pad: 13SF					
198	03 35 16 00-0004	0055	SF For >50 To 250, Add	\$55.30		
		Quantity	Unit Price	Factor	Total	
	Installation	63.00	\$0.83	x	1.0575 =	\$55.30
199	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float	\$64.62		
		Quantity	Unit Price	Factor	Total	
	Installation	63.00	\$0.97	x	1.0575 =	\$64.62
	Total New concrete: Sidewalk 50SF Pad: 13SF					
200	03 35 16 00-0005	0055	SF For >50 To 250, Add	\$64.62		
		Quantity	Unit Price	Factor	Total	
	Installation	63.00	\$0.97	x	1.0575 =	\$64.62
201	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$183.16		
		Quantity	Unit Price	Factor	Total	
	Installation	40.00	\$4.33	x	1.0575 =	\$183.16

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Mission San Diego Station</b>				
202	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$144.86
		Installation	Quantity 3.00 x Unit Price \$45.66 x Factor 1.0575 = Total \$144.86	
203	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel	\$1,702.62
		Installation	Quantity 2.00 x Unit Price \$757.52 x Factor 1.0575 = Total \$1,602.15	
		Demolition	Quantity 2.00 x Unit Price \$47.50 x Factor 1.0575 = Total \$100.46	
204	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel/UL 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Style Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Side Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.	\$18,949.30
		Installation	Quantity 1.00 x Unit Price \$17,918.96 x Factor 1.0575 = Total \$18,949.30	
		(No Labor included)		
205	31 25 14 23-0003	BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
		Installation	Quantity 20.00 x Unit Price \$3.93 x Factor 1.0575 = Total \$83.12	
206	31 25 14 23-0004	BAG	Bag Removal	\$39.55
		Installation	Quantity 20.00 x Unit Price \$1.87 x Factor 1.0575 = Total \$39.55	
207	31 25 14 26-0022	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
		Installation	Quantity 4.00 x Unit Price \$128.73 x Factor 1.0575 = Total \$544.53	
<b>Subtotal for Mission San Diego Station:</b>				<b>\$60,684.32</b>
<b>Old Town Transit Center</b>				
208	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,267.22
		Installation	Quantity 64.00 x Unit Price \$63.05 x Factor 1.0575 = Total \$4,267.22	
		Cable Labeling Prior to demo 4 men for 2 days		
209	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,200.42
		Installation	Quantity 48.00 x Unit Price \$63.05 x Factor 1.0575 = Total \$3,200.42	
		prepping of new cabinet off site		



## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Old Town Transit Center</b>				
210	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,334.03
		Quantity	Unit Price	Factor
		80.00 x	\$63.05 x	1.0575 =
		Installation		Total
				\$5,334.03
		Dismantalling of al conductors, comm cabling etc and store for future reinstallCulting Cabinet in Half and removing. Modifying new cabinet for installation		
		5 men for 2 days		
211	01 22 20 00-0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,133.61
		Quantity	Unit Price	Factor
		32.00 x	\$63.05 x	1.0575 =
		Installation		Total
				\$2,133.61
		Power down and Disconnect of all Power Cables		
212	01 22 20 00-0017	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,402.44
		Quantity	Unit Price	Factor
		48.00 x	\$67.03 x	1.0575 =
		Installation		Total
				\$3,402.44
		Labor time to remove existing chainlink fencing and then to return and modify layout after comm cabinet is installed		
		3 men 2 days		
213	01 22 20 00-0048	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services.	\$2,115.00
		Quantity	Unit Price	Factor
		16.00 x	\$125.00 x	1.0575 =
		Installation		Total
				\$2,115.00
		Consultant testing		
214	01 22 23 00-0367	DAY	3,500 LB Mini-Excavator With Full-Time Operator (Bobcat 322 Or 323)	\$1,919.07
		Quantity	Unit Price	Factor
		2.00 x	\$907.36 x	1.0575 =
		Installation		Total
				\$1,919.07
		1 Day to Demo existing Concrete and to prep for new concrete and 1 additional day for trenching through platform		
215	01 22 23 00-0788	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,258.31
		Quantity	Unit Price	Factor
		2.00 x	\$1,067.76 x	1.0575 =
		Installation		Total
				\$2,258.31
		1 for cabinet removal and 1 for Cabinet placing		
216	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,565.97
		Quantity	Unit Price	Factor
		2.00 x	\$740.41 x	1.0575 =
		Installation		Total
				\$1,565.97
		For removal of demo'd equipment and delivery of prepped equipment from off site		
217	01 22 23 00-1046	DAY	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$11,744.75
		Quantity	Unit Price	Factor
		15.00 x	\$740.41 x	1.0575 =
		Installation		Total
				\$11,744.75
		Onsite Tool Truck		

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total			
Old Town Transit Center							
218	01 55 26 00-0025	DAY	28" Cone With Reflective Collar				\$9.09
			Quantity	Unit Price	Factor	Total	
		Installation	20.00 x	\$0.43 x	1.0575 =	\$9.09	
		20 cones for 10 days					
219	01 55 26 00-0087	DAY	Aluminum Sign And A Frame Stand				\$198.60
			Quantity	Unit Price	Factor	Total	
		Installation	60.00 x	\$3.13 x	1.0575 =	\$198.60	
		6 Signs for 10 days					
220	01 55 26 00-0100	EA	Place And Remove Up To 250 Cones Using Truck				\$719.10
			Quantity	Unit Price	Factor	Total	
		Installation	200.00 x	\$3.40 x	1.0575 =	\$719.10	
		20 cones for 10 days					
221	01 55 26 00-0104	EA	Place And Remove Up To 250 Barricades Using Truck				\$432.09
			Quantity	Unit Price	Factor	Total	
		Installation	60.00 x	\$6.81 x	1.0575 =	\$432.09	
		6 Signs for 10 days					
222	01 56 26 00-0175	LF	Temporary Safety Fence, Plastic Mesh, 48" High With Posts At 8' On Center				\$3,727.69
			Quantity	Unit Price	Factor	Total	
		Installation	1,500.00 x	\$2.35 x	1.0575 =	\$3,727.69	
		Pedestrian Control					
223	01 71 13 00-0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.				\$851.56
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	\$402.63 x	1.0575 =	\$851.56	
		Mini and Fork lift Delivery					
224	01 71 23 16-0019	ACR	Survey Clear Area For Underground Utilities				\$1,193.84
			Quantity	Unit Price	Factor	Total	
		Installation	0.25 x	\$4,515.69 x	1.0575 =	\$1,193.84	
		Utility Mark out					
225	01 74 19 00-0022	MO	Rampless Concrete Washout BinIncludes delivery.				\$468.68
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	\$443.20 x	1.0575 =	\$468.68	
		BMPs					

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Old Town Transit Center</b>				
226	01 74 19 00-0037	TON	General Refuse	\$529.69
		Quantity	Unit Price	Factor
	Installation	13.00 x	\$38.53 x	1.0575 =
				Total
				\$529.69
			1 Load to Landfill	
227	02 41 19 13-0063	EA	Saw Cut Minimum Set-up Charge, One Per ProjectFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$743.05
		Quantity	Unit Price	Factor
	Installation	1.00 x	\$702.65 x	1.0575 =
				Total
				\$743.05
			For Platform Demo	
228	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$283.83
		Quantity	Unit Price	Factor
	Installation	44.00 x	\$6.10 x	1.0575 =
				Total
				\$283.83
			Total New concrete: Sidewalk 20LF Pad: 24LF	
229	03 11 13 00-0010	0004 LF	For <250, Add	\$52.58
		Quantity	Unit Price	Factor
	Installation	44.00 x	\$1.13 x	1.0575 =
				Total
				\$52.58
230	03 31 13 00-0056	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.	\$796.29
		Quantity	Unit Price	Factor
	Installation	31.00 x	\$24.29 x	1.0575 =
				Total
				\$796.29
			Total New concrete: Sidewalk 50SF x 4" = Pad: 13SF x 12" =	
231	03 31 13 00-0056	0033 CF	For 3,500 PSI Concrete, Add	\$6.56
		Quantity	Unit Price	Factor
	Installation	31.00 x	\$0.20 x	1.0575 =
				Total
				\$6.56
232	03 35 16 00-0004	SF	Concrete Floor Finishes, Broom	\$55.30
		Quantity	Unit Price	Factor
	Installation	63.00 x	\$0.83 x	1.0575 =
				Total
				\$55.30
			Total New concrete: Sidewalk 50SF Pad: 13SF	
233	03 35 16 00-0004	0055 SF	For >50 To 250, Add	\$55.30
		Quantity	Unit Price	Factor
	Installation	63.00 x	\$0.83 x	1.0575 =
				Total
				\$55.30
234	03 35 16 00-0005	SF	Concrete Floor Finishes, Final Float	\$64.62
		Quantity	Unit Price	Factor
	Installation	63.00 x	\$0.97 x	1.0575 =
				Total
				\$64.62
			Total New concrete: Sidewalk 50SF Pad: 13SF	

## Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
 Title: Green Line 3 Bay Comm Cabinets

CSI Number	Mod.	UOM	Description	Line Total
<b>Old Town Transit Center</b>				
235	03 35 16 00-0005	0055	SF For >50 To 250, Add	\$64.62
		Installation	Quantity 63.00 x Unit Price \$0.97 x Factor 1.0575 = Total \$64.62	
236	26 05 33 13-1741	LF	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$366.32
		Installation	Quantity 80.00 x Unit Price \$4.33 x Factor 1.0575 = Total \$366.32	
237	26 05 33 13-1754	EA	3" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$289.71
		Installation	Quantity 6.00 x Unit Price \$45.66 x Factor 1.0575 = Total \$289.71	
238	27 11 19 00-0012	EA	96 Port, Category 6 Patch Panel	\$1,702.62
		Installation	Quantity 2.00 x Unit Price \$757.52 x Factor 1.0575 = Total \$1,602.15	
		Demolition	2.00 x \$47.50 x 1.0575 = \$100.46	
239	27 22 19 00-0005		APX 3 Bay Communications Equipment Enclosure, 72" High x 108" Wide x 36" Deep, 14 Ga. Type 304 Stainless Steel/ 508A Listed Enclosure, NEMA 4x (Three Bay) APX Three Door Front Style, Stainless Steel construction with a natural mill finish. Includes Three Point Door Latching on (3) Doors with Stainless Steel Pad Lockable Handle, Sloped Lid Toward Rear of Cabinet, Door Wind Stay Brackets and Bars on all three Doors, R-4 Insulation Package on inside enclosure and doors, 3/4" Plywood Back panels on Rear Wall, (1) 19" Swing Out Rack in each bay with 12-24 Tapped Holes, Two 33 RU Racks positioned inside left and right bays, Lifting Ears Door Gasket Seals, (2) Fixed Center Posts, Continuous Style Hinges/Hardware, (3) Fluorescent Light Fixtures with door activated switches, (19,000 BTU) Air Conditioner (230 Volt) with Stainless Steel Shell Mounted to Side Wall, (4) Three Prong Duplex Receptacles, Power Distribution Panel with 100 Amp Load Center, 100 AMP Main Breaker, Equipment Circuit Breakers, Surge Suppression, includes Fiber Storage Reels.	\$18,949.30
		Installation	Quantity 1.00 x Unit Price \$17,918.96 x Factor 1.0575 = Total \$18,949.30	
		(No Labor included)		
240	31 25 14 23-0003	BAG	33 LB Capacity Gravel Bag With 5/16" To 3/4" Gravel	\$83.12
		Installation	Quantity 20.00 x Unit Price \$3.93 x Factor 1.0575 = Total \$83.12	
241	31 25 14 23-0004	BAG	Bag Removal	\$39.55
		Installation	Quantity 20.00 x Unit Price \$1.87 x Factor 1.0575 = Total \$39.55	
242	31 25 14 26-0022	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'	\$544.53
		Installation	Quantity 4.00 x Unit Price \$128.73 x Factor 1.0575 = Total \$544.53	
<b>Subtotal for Old Town Transit Center:</b>				<b>\$70,168.46</b>
<b>Project Proposal Total</b>				<b>\$454,203.79</b>

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Contractor's Price Proposal Detail- Category Continued..

Work Order #: MTSJOC7504-08  
Title: Green Line 3 Bay Comm Cabinets

  
\_\_\_\_\_  
Wayne Czubernat, Project Manager,

**Job Order Contract  
Subcontractor Listing**


Date: 7/14/2016  
 Job Order Number: MTSJOC7504-08  
 Job Order Title: Green Line 3 Bay Comm Cabinets

To: Thang Nguyen  
 Project Manager - MTS  
 255 Imperial Venue  
 Suite 900  
 San Diego, CA 92101

From: Wayne Czubernat  
 Project Manager  
 ABC Construction Co. Inc.  
 3120 National Ave  
 San Diego, Ca 92113

Phone: (619) 557-4560  
 Fax:

Phone: (619) 239-3428  
 Fax: (619) 239-6614

Railroad Protective: ☐ Yes ☐ No

Race Conscious: ☐ Yes ☐ No

DBE/UDBE Goal: \_\_\_\_\_

Name of Contractor	Trade	UDBE \$	DBE \$	SB \$	Non UDBE/DBE/SB	%
Select Electric	Cabinets	\$0.00	\$0.00	\$0.00	\$343,538.00	75.64%
Legend Fence	New Fencing	\$0.00	\$11,082.00	\$0.00	\$0.00	2.44%
TOTALS		\$0.00	\$11,082.00	\$0.00	\$343,538.00	78.08%

Work Order Total: \$454,203.79

% of Work to be performed by Certified UDBE/DBE/SB: 2.44%

Signature: \_\_\_\_\_

*Wayne Czubernat*

Wayne Czubernat

Title: Project Manager

Firm or Corporate Name: SANDAG - ABC Construction

Address: 3120 National Ave., San Diego, CA 92113

Telephone Number: (619) 239-3428



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 20

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

**SUBJECT:**

**MINIBUS FIXED-ROUTE SERVICES - CONTRACT AMENDMENT**

**RECOMMENDATION:**

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

- 1) Ratify Amendment Nos. 1, 2, and 3 to MTS Doc. No. G1313.0-10 which were previously approved under the Chief Executive Officer's (CEO) approval authority (Attachment A);
- 2) Authorize the CEO to execute Amendment No. 4 to MTS Doc. No. G1313.0-10 (in substantially the same format as Attachment B) with First Transit, Inc. to increase the contract amount to fund additional revenue service hours; and
- 3) Authorize the CEO to exercise each option year in his discretion.

**Budget Impact**

The aggregate contract authority will increase by \$8,625,195.17. These expenses will be budgeted annually as part of the operating budget process to account numbers 835012-581100 (Minibus Operations) and 875012-581100 (Sorrento Valley Coaster Connection).

	Beginning Period	Ending Period	Current Contract	Amended Contract	Increase
Base Period	June 12, 2011	June 11, 2016	\$ 12,797,163.82	\$ 15,294,680.48	\$ 2,497,516.65
Option Period (1)	June 12, 2016	June 11, 2017	\$ 3,396,000.00	\$ 4,063,435.83	\$ 667,435.83
Option Period (2)	June 12, 2017	June 11, 2018	\$ 2,824,943.14	\$ 4,185,338.90	\$ 1,360,395.77
Option Period (3)	June 12, 2018	June 11, 2019	\$ 2,938,895.24	\$ 4,310,899.07	\$ 1,372,003.83
Option Period (4)	June 12, 2019	June 11, 2020	\$ 3,072,554.35	\$ 4,440,226.04	\$ 1,367,671.70
Option Period (5)	June 12, 2020	June 11, 2021	\$ 3,213,261.43	\$ 4,573,432.83	\$ 1,360,171.39
			\$ 28,242,817.98	\$ 36,868,013.15	\$ 8,625,195.17



## DISCUSSION:

In February 2011, the MTS Board of Directors authorized the CEO to execute an agreement with First Transit, Inc. for a period of five years, and approved five 1-year options for a total of ten years. First Transit provides minibus service for MTS consisting of 30 routes operating seven days a week. The service consists of two projects: "Central Minibus" and "SVCC" (Sorrento Valley Coaster Connection), which operate in the following areas: Sorrento Valley, Mira Mesa, Poway, Rancho Bernardo, Serra Mesa, Tierrasanta, Downtown San Diego, Mission Valley, City Heights, Spring Valley, Santee, El Cajon, La Mesa, Lemon Grove, and Ocean Beach. First Transit also provides paratransit operations under a separate contract.

### Amendment No. 1

In 2011, MTS acquired a facility large enough to accommodate both the minibus and the paratransit maintenance and operations. MTS issued Amendment No. 1 to move the minibus operations and maintenance to the newly acquired facility. The colocation of the paratransit and minibus services, office operations, and facility operations resulted in the elimination or partial reduction of costs that were originally established based on operating two unique and independent operations thereby reducing the total contract value by \$4,259,686.75.

### Amendment No. 2

An internal memo was issued as Amendment No. 2 to provide cross-reference information regarding the First Transit lease document. There was no dollar value associated with this amendment.

### Amendment No. 3

Due to an increase in revenue service (see below), it was determined additional funds needed to be allocated to the contract. While a detailed analysis was being completed for the entire contract period, interim funding in the amount of \$526,283.93 was added to base year five and an additional \$697,114.90 was added to option year one. These funds were needed in order to continue to operate the minibus fixed route service. This amendment did not require Board approval because the contract had a \$4 million credit against the original Board authorization of \$31 million (see Amendment No. 1).

### Amendment No. 4

Although the actual hours utilized in the first three years of the base term were close to the hours estimated in the Request for Proposal (RFP), the last two years experienced a significant increase, in part due to the restoration of services previously discontinued during the economic downturn. MTS's Planning department closely monitors the cost effectiveness of underperforming routes, and in doing so coordinates shifting service on routes that have low ridership to a smaller bus that costs less to operate.

The First Transit minibus contract has a very favorable rate that enables MTS to provide some service that wouldn't otherwise be viable. The additional service over the years has included:

- restored weekend service that had been discontinued during the recession,
- former large-bus services that were financially unviable with standard buses,
- new services to support Rapid route implementation,
- trial and temporary services that didn't require a large bus and could be operated more efficiently with a small bus – as an alternative to cutting the routes.



While assigning these routes to First Transit requires an increase in funding for the First Transit minibus contract, staff estimates approximately \$1,860,000 in cost savings during base years four and five of this contract by utilizing First Transit-operated minibuses instead of larger buses, and in aggregate approximately \$4,650,000 in gross cost savings over the remaining five option years of this contract.

Given current operational trends, MTS staff projects a 60,000 revenue hour shortfall for the base term of this contract. Increasing the revenue hours to match the service needs will increase the base contract amount by \$2,497,516.65. These changes in revenue hours are expected to continue into the five contract option year terms. Based on current operational trends, we are projecting an operational cost increase of \$6,127,678.52 during the five option years of FY17-FY21.

Even though this is resulting in an \$8,625,195.17 increase in the First Transit contract, the agency as a whole will realize an approximate savings of \$4,650,000 from transferring these routes to First Transit thus resulting in an approximate net increase of \$3,975,195.17 to the overall agency budget for the additional transit service.

Contract History				
Date	Doc #	Amend #	Description	Amount
2/28/2011	G1313.0-10	Contract	Original Minibus Service Contract	\$31,279,105.89
3/24/2011	G1313.1-10	1	Location Transfer	(\$4,259,686.75)
4/8/2013	G1313.2-10	2	Lease Reference	\$0.00
2/23/2016	G1313.3-10	3	Additional Services	\$1,223,398.83
TBD	G1313.4-10	4	Additional Service	\$8,625,195.17
<b>GRAND TOTAL</b>				<b>\$36,868,013.14</b>

Therefore, staff recommends that the MTS Board of Directors: (1) ratify Amendment Nos. 1, 2, and 3 to MTS Doc. No. G1313.0-10 which were previously approved under the Chief Executive Officer's (CEO) approval authority (Attachment A); (2) authorize the CEO to execute Amendment No. 4 to MTS Doc. No. G1313.0-10 (in substantially the same format as Attachment B) with First Transit, Inc. to increase the contract amount to fund additional revenue service hours; and (3) authorize the CEO to exercise each option year in his discretion.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Amendment Nos. 1, 2, 3 and 4  
B. Draft MTS Doc. No. G1313.4-10



Metropolitan Transit System

Att. A, AI 20, 7/28/16

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



MTS Doc. No. G1313.0-10

March 24, 2011



Nick Promponas  
Senior Vice President, West Region  
First Transit, Inc.  
7581 Willow Drive, Suite 103  
Tempe, AZ. 85283

Subject: AMENDMENT NO. 1 TO THE METROPOLITAN TRANSIT SYSTEM (MTS)  
DOC.NO. G1313.0-10; MINIBUS FIXED ROUTE SERVICES

Dear Mr. Promponas:

This document shall serve as Amendment No. 1 to the MTS Minibus Fixed Route Services ("Minibus") Contract. The changes on the following pages will apply. In the event there is a conflict of language between the contract and amendment item, the amendment item will prevail. All other terms and conditions of the contract remain unchanged.

References to the MTS ADA Paratransit Services ("Paratransit") are specific to MTS Contract G1205.0-09 which First Transit, Inc. ("FTI") is the Contractor. Any applicable or inferred contractual changes to the ADA Paratransit Services will be documented in a separate Change Order, specific to MTS Contract G1205.0-09.

#### BACKGROUND

MTS has acquired a facility (detailed in this amendment) which is large enough to accommodate both the Paratransit and Minibus maintenance and operations. It has been agreed between MTS and FTI that Minibus will also be located and operated from this new MTS facility. This Contract Amendment reflects the understanding and agreement that FTI will manage both services, office operations, and facility operations in a manner that takes advantage of synergies between the two operations and will eliminate or partially reduce areas (e.g. staffing, office supplies, office equipment, maintenance equipment, etc.) that were originally established based on operating two unique and independent operations.

This Amendment No. 1 and FTI's Amended Pricing Proposal dated February 15, 2011 (attached as Exhibit A) and Amended Technical Proposal dated March 18, 2011 (attached as Exhibit B) reflect MTS and FTI's acceptance of these changes to Contract G1313.0-10.

MTS Doc. No. G1313.1-10

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





Metropolitan Transit System

Att. A, AI 20, 7/28/16

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## CHANGES TO THE REQUEST FOR PROPOSAL SECTION OF CONTRACT G1313.0-10

### C1.1 Introduction and Overview:

*Contract Language:* The Minibus System shall be operated from the Contractor owned/leased facility centrally located within the defined facility location in Attachment No. 1. Please refer to Attachment No. 2 "Facility Requirement" for the minimum facilities requirements.

*Amended Language:* The Minibus System shall be operated by the Contractor utilizing the MTS Facility located at: 7490 Copley Park Place, San Diego, CA. 92111

### C.1.3, 1 Contractor's Responsibilities:

*Contract Language:* Point "c" Providing an adequate facility to operate all routes contained within this RFP.

*Amended:* Point "c" is no longer applicable.

### C.1.4, 1 and 12(a) Duties & Obligations:

*Contract Language:* Point "c" Provide six (6) non-revenue vehicles as specified herein.

*Amended:* FTI will provide two driver relief vehicles and one Supervisor vehicle solely for use under the Minibus Contract. It is understood by MTS that any other FTI non-revenue vehicles may be shared between Minibus and Paratransit operation, but only these three vehicles will be charged to the Minibus contract.

### C.1.6 Personnel

*Point 3 Contract Language (paraphrase):* The Contractor will provide one Responsible Management Individual dedicating 75% of their time to the Minibus Operation. The professional title of this person is recognized as the General Manager / District Manager.

*Amendment:* This position has been changed to Assistant General Manager and will share responsibility of both Minibus and Paratransit Operation.

*Point 5 Contract Language (paraphrase):* The Contractor will provide one Responsible Operations Management Individual dedicating 75% of their time to the Minibus Operation. The professional title of this person is recognized as the Operations Manager.

*Amendment:* FTI has upgraded the position from 75% of one full time employee's time, to 100% of one full time employee.

*Point 6 Contract Language (paraphrase):* The Contractor will provide one full time Maintenance Manager dedicated solely to the Minibus Operation.

MTS Doc. No. G1313.1-10



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Metropolitan Transit System

Att. A, AI 20, 7/28/16

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**Amendment:** MTS and FTI have agreed that one full time Maintenance Manager will oversee both MTS services (Paratransit and Minibus) and one of the two required Technician positions intended for the Minibus operation has been upgraded to Lead Technician.

**Point 8 Contract Language (paraphrase):** The Contractor will provide one full time Driver Trainer and Safety Supervisor dedicated solely to the Minibus Operation.

**Amendment:** MTS and FTI have agreed that the one full time Driver Trainer and Safety Supervisor already employed under the Paratransit Contract, will also oversee the duties of Driver Trainer and Safety Supervisor for the Minibus Operation.

In addition to the Amended items, MTS will provide two SEFAC heavy duty lifts. The lifts were built in December 2000 and are in good working condition. They are plugged for 480 volt three phase, but can be adapted by SEFAC to 208/240 volts three phase electrical if necessary. MTS believes the models are SEFAC 1200 M65 and are rated at least at 15,000 pounds per post.

The total pass through costs will change from \$358,965.00 to \$331,602.28 for a total reduction of \$27,362.72. Total operations and service costs for the five-year contract period and the five option years will change from \$30,920,140.90 to \$26,687,816.87 for a total reduction of \$4,232,324.03. All other terms and conditions remain unchanged.

If you agree with the above, please sign and return the copy marked "Original" to the Contracts Specialist at MTS. The remaining copy is for you records.

Sincerely,

Paul C. Jablonski  
Chief Executive Officer

Agreed:

Nick Promponas, Sr. V.P. Western Region  
First Transit, Inc.

Date:

5/3/11

SR-G1313.1-10 Minibus

Attachments: Exhibit A and Exhibit B

MTS Doc. No. G1313.1-10

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



**MEMO to File G1313.0-10**

**MINIBUS FIXED ROUTE SERVICES**

From: Sean Reed

To: Procurement File

Date: April 8, 2013

RE: Amendment No. 2: MTS and First Transit Lease; Copley Park Place

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The purpose of this memo is to provide some administrative explanation and cross-reference regarding the related Lease document G1522.0-13 and this Contract G1313.0-10.

MTS Document G1522.0-13 was created as an independent reference number for the Lease agreement between First Transit and MTS. Document G1522.0-13 specifically calls out Contract G1313.0-10 as one of two service and operations contracts which First Transit is operating after being awarded by MTS through competitive procurements.

After initial award of Contract G1313.0-10, MTS negotiated concessions from First Transit to operate the contract out of a newly acquired facility which would also house the ADA Paratransit Services Contract G1205.0-10. The cost reductions and other concessions were documented in Amendment No. 1 of G1313.0-10.

Sean Reed

Contract Officer



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

ORIGINAL

February 23, 2016

MTS Doc. No. G1313.3-10

First Transit  
Brad Thomas  
600 Vine Street, Suite 1300  
Cincinnati, OH 45202

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1313.0-10; MINIBUS FIXED ROUTE SERVICES

Dear Mr. Thomas:

This shall serve as Amendment No. 3 to our agreement for minibus fixed route services as further described below.

SCOPE OF SERVICES

Pursuant to the Scope of Work of MTS Doc No. G1313.0-10, the San Diego Metropolitan Transit System (MTS) shall exercise Option Year One

SCHEDULE

The Option Year One coverage period shall be effective June 12, 2016 through June 11, 2017.

PAYMENT

The projected revenue hours for the Base Term (effective June 12, 2011 through June 11, 2016) have increased, resulting in an increase in the contract value by \$526,283.93. The projected revenue hours for Option Year One (effective June 12, 2016 through June 11, 2017) have increased, resulting in an increase in the contract value by \$697,114.90.

As a result of this amendment, the total operations and service costs for the base five year contract period will change from \$11,939,277.61 to \$12,465,561.54. The total operations and service costs for option year one will change from \$2,698,885.10 to \$3,396,000.00.

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,

Paul C. Jablonski  
Chief Executive Officer

Agreed:

Brad Thomas, President  
First Transit

LMARQUIS-CL  
CL-G1313.3-10.FIRSTTRANSIT.RATKINSON.022316

Date: 3-17-16





1255 Imperial Ave., Suite 1000  
San Diego, CA 92101

**To:** Rebekah Atkinson, Contracting Officer/Procurement File  
**From:** Todd Lordson, Manager of Paratransit Operations  
**Date:** December 16, 2015  
**Subject:** Request for Additional Minibus/SVCC Funding for Base and Option Terms  
**Minibus Fixed Route Services, MTS Doc. No. G1313.0-10**

First Transit, MTS' Minibus service provider, since contract implementation in fy12 has experienced restored service through the MTS Planning Department. Although the actual hours utilized in the first three years of the base term were close to the hours estimated in the Request for Proposal (RFP), the last two years experienced a significant increase, in part due to the restoration of service as well as shifting service from other routes. In FY15, alone there were approximately 30,000 additional revenue hours than proposed in the original contract. There has been an approximate 37% change in service over the base term of the contract. MTS' Planning Department looks very closely at the cost effectiveness of underperforming routes, and in doing so coordinates shifting service on routes that have low ridership to a smaller bus that costs less to operate. MTS' Planning Department estimates that by continuing with the First Transit and this Minibus contract instead of running larger vehicles, MTS saves \$931,496 per year.

Given current operational trends, MTS staff projects a 60,000 revenue hour shortfall for the base term of the contract. Increasing the revenue hours to match the service needs will increase the base contract amount by \$526,283.93.

This change in revenue hours is expected to continue into the current contract option year terms. Per contract, MTS has the discretion of exercising the option year terms in one year increments. Staff recommends exercising option year one (FY17), and request increasing the estimated hours for that period, since service changes have experienced significant and unpredictable fluctuations. Based on current operational trends, an increase for approximately 30,000 additional hours to original estimates \$697,114.90 is required for FY17.

Total amount needed for the base years, as well as the first option would be \$1,223,398.83.

MTS will re-evaluate service needs for FY18 in December 2016 in an effort to reflect more accurate usage needs.

Rates for service remain unchanged from originally proposed and competitively bid. Rates are still considered to be fair and reasonable.



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

July 28, 2016

MTS Doc. No. G1313.4-10

First Transit  
 Brad Thomas  
 600 Vine St. Suite 1300  
 Cincinnati, OH 45202

Subject: AMENDMENT NO. 4 TO MTS DOC. NO. G1313.0-10; MINIBUS FIXED ROUTE SERVICES

Dear Mr. Thomas:

This shall serve as Amendment No. 4 to our agreement for minibus fixed route services as further described below.

#### SCOPE OF SERVICES

Pursuant to the Scope of Work of MTS Doc No. G1313.0-10, the San Diego Metropolitan Transit System (MTS) shall exercise all remaining option years.

#### SCHEDULE

The remaining option term coverage shall be effective June 12, 2017, through June 11, 2021.

#### PAYMENT

The total gross value of this contract shall be revised as reflected in the table below and shall not exceed \$36,868,013.15 unless otherwise amended by MTS in writing.

	Beginning Period	Ending Period	Previous Contract Value	Amended Contract Value	Increase
Base Period	June 12, 2011	June 11, 2016	\$ 12,797,163.82*	\$ 15,294,680.48	\$ 2,497,516.65
Option Period (1)	June 12, 2016	June 11, 2017	\$ 3,396,000.00	\$ 4,063,435.83	\$ 667,435.83
Option Period (2)	June 12, 2017	June 11, 2018	\$ 2,824,943.14	\$ 4,185,338.90	\$ 1,360,395.77
Option Period (3)	June 12, 2018	June 11, 2019	\$ 2,938,895.24	\$ 4,310,899.07	\$ 1,372,003.83
Option Period (4)	June 12, 2019	June 11, 2020	\$ 3,072,554.35	\$ 4,440,226.04	\$ 1,367,671.70
Option Period (5)	June 12, 2020	June 11, 2021	\$ 3,213,261.43	\$ 4,573,432.83	\$ 1,360,171.39
<b>Grand Totals:</b>			<b>\$ 28,242,817.98</b>	<b>\$ 36,868,013.15</b>	<b>\$ 8,625,195.17</b>

\* Total includes \$331,602.28 in pass through costs.

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

Brad Thomas, President  
 First Transit

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





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

## Agenda Item No. 21

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

NEW BOARD POLICY: PAYMENTS FOR FREIGHT/SHIPPING OR SALES/OTHER  
TAXES

#### RECOMMENDATION:

That the Board adopt new Board Policy No. 63 "Payments for Freight/Shipping or Sales/Other Taxes" (Attachment A).

#### Budget Impact

None.

#### DISCUSSION:

Board Policy No. 41, "Signature Authority", establishes dollar limits for approval of purchase requisitions and expense contracts.

Although staff attempts to identify and define the exact costs for freight/shipping of goods and applicable sales tax/government fees on purchases, these amounts are not always ascertainable at the time the order is placed. In those circumstances, freight/shipping costs may depend on the number of items shipped, the weight of the item, whether expedited shipping is necessary or other factors. Sales tax and other government fees or taxes are set by state and local law, but are subject to change during the term of a contract, or based on the location MTS purchases or receives the goods.



Proposed new Board Policy No. 63 is intended to authorize the Chief Executive Officer, (CEO), and his/her designees, to complete such purchases even if the extra cost causes the contract to exceed the various signature limits set forth in Board Policy No. 41.

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](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. (Proposed) Board Policy No. 63



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

## Policies and Procedures

No. 63

**SUBJECT:**

**Board Approval:** July 28, 2016

### PAYMENTS FOR FREIGHT/SHIPPING OR SALES/OTHER TAXES POLICY

**PURPOSE:**

To authorize staff to pay costs related to freight/shipping of goods and sales tax exclusive of the signature limits set forth in Policy No. 41 (Signature Authority).

**BACKGROUND:**

Policy No. 41 (Signature Authority) establishes dollar limits for approval of purchase requisitions and expense contracts. Although staff attempts to identify and define the exact costs for freight/shipping of goods and applicable sales tax/government fees on purchases, these amounts are not always ascertainable at the time the order is placed. In those circumstances, freight/shipping costs may depend on the number of items shipped, the weight of the item, whether expedited shipping is necessary or other factors. Sales tax and other government fees or taxes are set by state and local law, but are subject to change during the term of a contract, or based on the location MTS purchases or receives the goods. This Policy No. 63 is intended to authorize the CEO, and his/her designees, to complete such purchases even if the extra cost causes the contract to exceed the various signature limits set forth in Policy No. 41.

**POLICY:**

#### 63.1 FREIGHT/SHIPPING

- a. Where practicable, bids, quotes and proposals from vendors should include all costs related to the goods, including the cost to ship the goods to MTS.
- b. When it is not reasonably practicable to obtain an all-inclusive quote including freight/shipping costs, then the purchase requisition and purchase order/expense contract may be processed pursuant to the signature authority limits in Policy No. 41 exclusive of costs for shipping/freight. The Chief Financial Officer shall establish rules and procedures for Procurement and/or Accounts Payable staff to determine if an individual freight/shipping price on an invoice is fair and reasonable. If the freight/shipping price is deemed to be fair and reasonable, then the freight/shipping charge may be added to the purchase order and the invoice paid.



63.2 SALES TAX AND OTHER GOVERNMENT FEES

- a. Where practicable, bids, quotes and proposals from vendors should include all costs related to sales tax and other government fees that may be required for an individual purchase of goods or commodities.
- b. Recognizing that sales tax rates may change during the term of a contract, MTS staff is authorized to pay the actual amount of sales tax owed at the time a purchase is completed pursuant to state law, even if it differs from the amount of sales tax anticipated at the time the contract or purchase order was executed. On this basis, purchase requisitions and purchase order/expense contracts may be processed pursuant to the signature authority limits in Policy No. 41 exclusive of sales tax.
- c. Purchase requisitions and purchase order/expense contracts may be processed pursuant to the signature authority limits in Policy No. 41 exclusive of other government fees and taxes that may be required for certain goods or commodities.

Original Policy Adopted on 7/28/2016



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

## Agenda Item No. 22

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY (SD&AE) QUARTERLY  
REPORTS AND RATIFICATION OF ACTIONS TAKEN BY THE SD&AE BOARD OF  
DIRECTORS AT ITS MEETING ON JULY 19, 2016

#### RECOMMENDATION:

That the Board of Directors:

1. receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Pacific Imperial Railroad, Inc. (PIR) quarterly reports (Attachment A) for information; and
2. ratify actions taken by the SD&AE Board at its quarterly meeting on July 19, 2016.

#### Budget Impact

None.

#### DISCUSSION:

Pursuant to the Agreement for Operation of Freight Rail Services, SD&IV, Museum, and PIR have provided operations reports during the second quarter of 2016 (Attachment A).



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Copy of Final Meeting Materials from July 19, 2016



# AGENDA

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

July 19, 2016

9:00 a.m.

Executive Committee Room  
James R. Mills Building  
1255 Imperial Avenue, 10th Floor



**SAN DIEGO & ARIZONA  
EASTERN RAILWAY  
COMPANY**

A NEVADA NONPROFIT  
CORPORATION

1255 IMPERIAL AVENUE,  
SUITE 1000  
SAN DIEGO, CA  
92101-7490  
(619) 231-1466

BOARD OF DIRECTORS  
PAUL JABLONSKI, CHAIRPERSON  
MATT DOMEN  
BLAKE JONES

OFFICERS  
PAUL JABLONSKI, PRESIDENT  
MATT DOMEN, SECRETARY  
ERIN DUNN, TREASURER

LEGAL COUNSEL  
KAREN LANDERS

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

## ACTION RECOMMENDED

1. Approval of the Minutes of April 12, 2016  
Action would approve the SD&AE Railway Company Minutes of April 12, 2016. Approve
2. Statement of Railway Finances (Erin Dunn)  
Action would receive a report for information. Receive
3. Report on San Diego and Imperial Valley (SD&IV) Railroad Operations (Matt Domen)  
Action would receive a report for information. Receive
4. Report on Pacific Southwest Railway Museum (Diana Hyatt)  
Action would receive a report for information. Receive
5. Report on the Desert Line (Arturo Alemany)  
Action would receive a report for information. Receive
6. Real Property Matters (Tim Allison)  
Receive
  - a. Summary of SD&AE Documents Issued April 12, 2016
    - S200-16-636: Right of Entry Permit to the City of La Mesa for the La Mesa Flag Day Parade.
    - S200-16-637: Right of Entry Permit to Navy Region Southwest for the Navy Bay Bridge Run.
    - S200-16-639: Right of Entry Permit to Palm Engineering Construction Co. for a City of La Mesa sewer rehab project east of the Grossmont Trolley Station.

7. Election to Fill Vacant Board Member Position (Karen Landers) Elect  
Action would: (1) elect Jared Gooch from Genesee and Wyoming as an SD&AE Board member to replace Blake Jones; and (2) forward a recommendation for approval to the MTS Board of Directors.
8. Ratification of Corrections to July 14, 2015, Meeting Minutes (Karen Landers) Approve/  
Ratify  
Action would: (1) approve corrections to the final meeting minutes of the July 14, 2015, SD&AE meeting for two prior actions taken on Agenda Items 6b and 6c; and (2) forward a recommendation to the MTS Board of Directors to ratify the corrected actions.
9. Board Member Communications
10. Public Comments
11. Next Meeting Date: October 11, 2016, at 9:00 a.m. at MTS
12. Adjournment

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

April 12, 2016

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on April 12, 2016, at 9:00 a.m.

The following persons, constituting the Board of Directors, were present: Wayne Terry (for Paul C. Jablonski) and Matt Domen. Blake Jones was absent. Also in attendance were:

MTS staff:	Karen Landers, Tim Allison, Erin Dunn
SD&IV staff:	Jared Gooch
Pacific Southwest Railroad Museum:	Diana Hyatt
Pacific Imperial Railroad (PIR):	Tim Doolittle
Ferrocarriles Peninsulares del Noroeste:	R. Mitchel Beauchamp
Public:	Lorraine Leighton

1. Approval of Minutes

Mr. Domen moved to approve the Minutes of the January 19, 2016, SD&AE Railway Board of Directors meeting. Mr. Terry seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Erin Dunn reviewed the Statement of Railway Finances for the period ending February 29, 2016 (see the attachment to the agenda item).

Action Taken

The Board received a report for information.

3. Report on SD&IV Operations

Mr. Domen reviewed the SD&IV Periodic Report for activities for the first quarter of 2016 (see the attachment to the agenda item). Mr. Terry added that the FRA recently finished a review of MTS's request for a five-year waiver for temporal separation and a decision is pending.

Action Taken

The Board received a report for information.

4. Report on Pacific Southwest Railway Museum Operations

Diana Hyatt reviewed the First Quarter 2016 Pacific Southwest Railway Museum (PSRM) report. Ms. Hyatt requested that the Board consider entering into a lease agreement with PSRM for tenant rights (similar to the Campo Depot lease) to restore the Jacumba Depot. Karen Landers responded that PSRM will also need to work with PIR. Ms. Hyatt stated that PSRM would like to renovate the office at Jacumba Depot. Ms. Landers responded that PIR



has been tasked with addressing the abandoned property at Jacumba. Ms. Hyatt stated that a lot of that property has historical significance. Tim Allison clarified that there is a lease for operating rights and a lease for Jacumba Depot. Ms. Landers added that since PIR is not currently operating, that lease should be terminated. She asked Mr. Allison to follow up and give a status report at the next meeting. Discussion continued regarding asset ownership on the Desert Line, inaccessibility of some of the cars on the line, ongoing issues with vandalism, and bridge inspections. Ms. Landers stated that MTS will work on creating a formal notice with a deadline to submit any claims to accessible assets at Jacumba. A status update will be given at the next meeting.

Ms. Hyatt reported that the electricity is still on at Jacumba. Ms. Landers asked PIR staff to look into who is paying the bill.

#### Action Taken

The Board received a report for information.

#### 5. Report on Desert Line

Tim Doolittle reviewed the PIR Periodic Report dated April 1, 2016. Ms. Landers added that collaboration continues with PIR and Baja Rail to negotiate a joint venture.

#### Action Taken

The Board received a report for information.

#### 6. Real Property Matters

##### a. Summary of SD&AE Documents Issued Since January 19, 2016

Tim Allison stated that since the January 19, 2016, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-16-627: Right of Entry Permit to Emmerson Construction to construct a residential building near Euclid Avenue in the City of San Diego.
- S200-16-633: Right of Entry Permit to Caster Properties for construction of a storage facility near Elm Street in the City of San Diego.

#### Action Taken

The Board received a report for information.

##### b. Use Agreement with the Unified Port of San Diego

Karen Landers reported that two written comments were received (attached) and distributed to Board members. She added that she spoke with Mr. Jablonski (prior to the meeting), and it was decided to defer this action. Ms. Landers stated that no formal proposal has been received, and Tim Allison has contacted the Port requesting more information regarding its proposal.

Tim Allison gave a brief presentation of the proposed Use Agreement with the Port for a portion of the Coronado Branch Line south of H Street in Chula Vista. Karen Landers noted that the aerial map on page 6b-4 incorrectly highlighted the bike path as MTS right-of-way. A corrected version will be added to the final materials package and is attached for reference.

Mr. Allison described the property's ownership and layout. He has requested that the Port provide the specifics of its proposed developments on the property, and Mr. Allison reiterated to the Port that MTS must preserve its rights to operate on that line if needed.

#### Public Comment

- *R. Mitchel Beauchamp:* Mr. Beauchamp referred to the attached letter from Ed Kravitz with San Diego & Midwestern Railway Partners LLC dated April 11, 2016. Mr. Beauchamp summarized issues outlined in the letter and reminded the Board of the value and importance of preserving operating rights on the Coronado Belt Line.

#### Action Taken

Action was deferred pending more specific information and receipt of a formal proposal from the Unified Port of San Diego.

#### 7. Board Member Communications

Mr. Domen introduced Jared Gooch with SD&IV. Mr. Domen requested that the Board consider nominating Mr. Gooch as Blake Jones' replacement.

Ms. Landers responded that this request will be added to the next agenda item. She added that this request wasn't on the agenda but reminded members of a previous discussion about potentially working with Genesee & Wyoming to alter the makeup of the SD&AE Board. Ms. Landers noted that the 1984 Operating Agreement with RailTex (now with Genesee and Wyoming) states that the operating company will have 2 Board members and MTS will have 1 Board member. However, the distance to MTS and the briefness of the meetings may make it more feasible to have 2 MTS members and 1 SD&IV member. In the long term, if and when the Desert Line becomes operational, it may be feasible to add 1 representative from each operator and MTS. Ms. Landers stated that it was previously questioned as to whether an interim change is necessary if the plan is ultimately to change the Board makeup from PIR or Baja Rail. She suggested discussing these possibilities at the next SD&AE meeting and having an agenda item to nominate Mr. Gooch as an SD&AE Board member until the Desert Line is operating freight and then alter the makeup of the Board at that time.

#### 8. Public Comments


There were no public comments.

#### 9. Next Meeting Date

The next meeting of the SD&AE Board of Directors is on July 19, 2016, at 9:00 a.m.

10. Adjournment

The meeting was adjourned at 9:30 a.m.

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Legal Counsel

2016-4-12 DRAFT SDAE Minutes

Attachments: AI 6b – Comments Submitted (2)  
AI 6b-4 Revised Aerial Map

## San Diego & Midwestern Railway Partners LLC

*Fel Kravitz, Manager, Member  
Bea Klain, Manager, Member  
Telephone: 619.890.8894  
e-mail: [chaosdep@yahoo.com](mailto:chaosdep@yahoo.com)  
real-a-train.com*

SDA&E Railway Board Of Directors / M.T.S.

10<sup>th</sup> Floor , 1255 Imperial Avenue.

San Diego, CA 92101-4902

April 11, 2016

**RE: Agenda Item 6 b**

It is with some dismay that I have to write to you about the proposed lease of portions of the Coronado Belt Line of the SDAE Railway for: *other than the promotion of freight or rapid transit purposes.*

When I last spoke by phone with Staff Council Karen Landers, she was going to speak with Mr. Jablonski and ;" Get back to me; but it won't be real soon." That was about 3 months ago when I requested to know; if and when MTS would agendize ratification of the bylaws The SDA&E Board voted on and approved last January.

According the Agenda and Minutes of your January Meeting, The Board Voted to Approve Bylaws Changes in order to be recognized as **Tax Exempt**. Those new bylaws changes state that: the purpose of the parent agency **is to promote the use of freight and rapid transit uses of the SDA&E and ease the burden on local government.** Public records going back at least as far as 1998 indicate ***efforts to do otherwise with the portion of the SDA&E known as the Coronado Belt Line.***

I have come before this Board going back to 1999 begging you to keep the linear resource in tact for future use. My vision was to save the economy of then ailing Imperial Beach by providing a similar quality of transit service that most other San Diego Cities have. With Beaches, Pier, Wildlife Refuges and new attractions, Imperial Beach has also become an magnet for folks who live in the newly build Eastlake and Otay Mesa areas. Expansion by the Navy at Ft. Emory and proposed Chula Vista Bay Front Developments will put un-due stress on existing transportation infrastructure. **Unfortunately , Imperial Beach is and will be painted in a corner with GRID LOCK.** The quality of life will suffer and so will the air quality. Our argument is this. If Santee can have a trolley: Why Can't Imperial Beach? Our proposals for

repurposing the CB-ROW and extending it from 7<sup>th</sup> Street in Imperial Beach to the Camp Surf vicinity makes more sense than ever now .

SANDAG has most of the information. So do we ! Use of the Coronado Belt Line for light rail link to the new Navy Base and the Beach would make sense if it were not for vested political interests that want to use that real estate for the benefit of favored real estate developers and not for Public Transit or Industrial Freight movements.

Instead; various powerful political figures have tried to plot and execute the demise of the contiguous rail corridor for real estate development purposes that would benefit favored developers and not the public transit issues facing the south bay cities.

As stated in the MTDB original charter and legislation passed by then Senator Mills when the SDA&E was acquired from Southern Pacific to facilitate the San Diego Trolley system, the purpose was for light rail mass transit development without interference with common carrier freight. When the light rail use precludes or interferes with Common Carrier Freight movements, the light rail variance with the Federal Railroad Administration is void!

Over 20 separate acts against the linear integrity of the CB-ROW have occurred since the late 1990's. Suspicious Trestle Fires, Signals and Gates Disabled. Rails buried and paved over, loading docks and construction roads built over rails ;removal of rails at key crossings and interconnects, land leases and surrendering critical infrastructure and adjacent SP land parcels to political figures and other pet projects !

In a cache of public records posted at <[Bayshore.sweet-haven.com](http://Bayshore.sweet-haven.com)> in the 1998 B.F. Goodrich Relocation Agreement documents and contract it states among other things that the City Of Chula Vista Community Development Department (Chris Salamone) and the Port Real Estate Division under Thomas Morgan and then Chula Vista Port Commissioner David Malcolm; **sold this same portion of the CB-ROW in today's agenda item 6b to Goodrich in 1998 and took the money!** They did not own the property but, they took the money! In the contract they promised to use the Port's best efforts to acquire the MTDB/ MTS parcel and surrender it to consummate the bay front land swap with Goodrich. (See attachments)

In 1999 appointed Imperial Beach City Councilman Dan Malcolm (now Port Chairman) voted as Imperial Beach's MTS representative to vote for an abandonment of the CB-ROW without considering Federal Railroad Abandonment Laws. When Abandonment failed, the now defunct MFRC or Metropolitan Freight Rail Committee was established to decide the fate of the line.

No less than 4 members of the committee with financial ties within 500 feet of the CB-ROW voted to lease the CB-ROW to the Unified Port District for \$1.00 per year for 66 years to conceal the prior sale for 66 years!

Then there was the effort to preserve the line by actively moving freight on it. I am the last shipper of record and moved a railcar with pure sand to Salt Works station as a freight movement with SDIV when it was RailAmerica's contract.

I cut all the weeds and brush on the line with a handful of volunteers to facilitate taking the State Historical Commission on a tour of the line on rail speeders and went to multiple meetings of many historical groups in an effort to save the resource from burial and insure that the CB-ROW would maintain its linear integrity and not befall the same fate as many other urban rail corridors as illustrated in DePaul University's Professor. Joe Schwieterman's two column series; "When the Railroad Leaves Town." It is clear that every action to sever the linear integrity of the CB-ROW will increase the difficulty and cost of recovering it when it is needed again. It's needed again now!

In the time frame from 2004 – 2006 our LLC San Diego & Midwestern Railway Partners negotiated a freight movement and railcar storage agreement with the contracted Common Carrier and the item was approved by the SDAE Board. The consummation of the contract was thwarted by the head consultant for the Agency Chip Willet. Our freight movement was thwarted by an agency who's bylaws state their purpose is otherwise.

It's clear that the SDAE and its parent agency MTS as well as SANDAG and the Unified Port District seem to be working together to insure that this rail corridor will be unavailable for transit use by severing the contiguity of the line in as many places as possible. This is just one more attempt to slice and dice its integrity. It's clear that this particular Agenda Item 6 b is for the purposes of consummating the illegal transaction of 1998 where money was taken for this same parcel when it was not owned by the Port or Chula Vista. This demonstrates that the recently adopted bylaws are meaningless, fraudulent and this action illustrates a continued conspiracy to abscond with taxpayer property for private developer's and political benefit.

Where is the benefit to Imperial Beach? Where is the benefit to mitigate over 4000 additional vehicles per day that will drive through Imperial Beach? The proposed traffic impacts of the proposed Chula Vista Bayfront Development will overload the existing interstate highway capacity and surface street capacity in the vicinity. Chula Vista and the Port may not realize it yet; but they are going to need it also someday.

It's time for Imperial Beach to be treated as an asset in the region instead of the red-headed stepchild. Please do not vote to support 6b and please insist that staff from SDAE, MTS, SANDAG and the Port re-examine the potentials as we have proposed for light rail transit on a re-purposed CB-ROW to the beach.



**Ed Kravitz**

**San Diego & Midwestern Railway Partners, LLC**



## Port of San Diego

and Lundbergh Field Air Terminal

(619) 686-6200 • P.O. Box 120488, San Diego, California 92112-0488  
[www.portofsandiego.org](http://www.portofsandiego.org)

October 27, 2000

Mr. Leon Williams, Chairman of the Board  
Mr. Tom Larwin, General Manager  
METROPOLITAN TRANSIT DEVELOPMENT BOARD  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490

Dear Messrs. Williams and Larwin:

At its August 12, 1999 MTDB Board meeting, there was discussion of the possibility of abandoning the MTDB/San Diego and Arizona Eastern Railway Company (SD&AE) rail line south from "F" Street in Chula Vista. At that meeting Mr. Rindone proposed an action item to "recommend to the SD&AE Railway Board the concept of abandonment of the Coronado branch line". The majority vote on this point was in favor of the recommendation (see attached Exhibit "A").

Please be advised that in its recently completed transaction involving the Community Development Commission of the city of Chula Vista, Rohr/BFGoodrich, and the District, the parties agreed to a number of actions, including the consolidation of real estate parcels north and south of the projected extension of "H" Street. The properties north of "H" Street were consolidated under Rohr/BFGoodrich ownership, and those south of "H" Street were consolidated under Port District ownership. The purpose of this transaction is to provide for more developable properties for both parties and for redevelopment of the area.

The existing railway south of "F" Street separates each of these holdings into parcels adjacent to the freeway and a separate parcel west of the railroad right of way. It would be extremely beneficial to abandon this barrier in order to effectively redevelop the properties. As part of the contract between the District and Rohr/BFGoodrich, the District agreed to "use its best efforts to either acquire title to the MTDB property or cause SD&AE to convey the MTDB property directly to Rohr/BFGoodrich" that MTDB property between "F" and "H" Streets in Chula Vista (see attached Exhibit "B"). The District also has strong interest in acquiring title of the balance of this right of way to fully consolidate its ownership and enhance the viability of redevelopment for the area.

→ 3.1.4 MTDB Property.

(a) Property to be Transferred to BFG. The Port shall use its best efforts to acquire and convey to BFG, or cause to be conveyed to BFG, the land currently owned by SD&AERC between H Street and Lagoon Drive, as shown on Exhibit C (the "MTDB Parcel"). City/Agency shall reasonably cooperate with Port's MTDB Parcel acquisition efforts.

(b) Condition of MTDB Parcel. The parties acknowledge that the MTDB Parcel currently contains an active rail line and related equipment (collectively, the "MTDB Railway"), and the MTDB Railway must be legally vacated and abandoned by MTDB and all users of the MTDB Railway prior to transfer to BFG. The Port shall use its best efforts to cause the vacation and abandonment of the MTDB Railway by MTDB and all users of the MTDB Railway. City/Agency shall reasonably cooperate with Port's MTDB Railway vacation and abandonment efforts.

(c) Purchase of the MTDB Property. Promptly after Port acquires or secures the right to acquire the MTDB Parcel, Port shall provide BFG written notice (the "Transfer Notice") evidencing BFG's opportunity to acquire the MTDB Parcel from, or through, Port. The parties acknowledge that the sum of \$212,573 (equal to \$2.00 per square foot for the 2.44 acre/106,286.4 square foot parcel), has been prepaid by BFG for the MTDB Parcel as a good faith estimate of its "fair market value." Within thirty (30) days after delivery of the Transfer Notice, BFG or Port may elect by written notice to the other to seek an adjustment (up or down) of the \$212,573 prepayment for the MTDB Parcel, based upon the "fair market value" of the MTDB Parcel in its then "as is" condition at the time of delivery of the Transfer Notice. Promptly thereafter, Port and BFG shall negotiate in good faith for a period of thirty (30) days to attempt to mutually agree upon the "fair market value" of the MTDB Parcel. If the parties are unable to agree upon a determination of "fair market value," then prior to the expiration of the 30-day negotiation period, Port and BFG shall mutually appoint one (1) MAI appraiser to determine the "fair market value" of the MTDB Parcel which shall be binding upon both parties. Upon determination of the "fair market value" of the MTDB Parcel (\$212,573, or otherwise), or promptly thereafter, BFG shall acquire the MTDB Parcel from or through Port, and an appropriate cash adjustment shall be made in the event the "fair



**Exhibit D**  
(referenced in Section 5.1)

**Transfer Payments**

	Acres <sup>1</sup>	Price/SF	Amount Payable by Port to BFG <sup>2</sup>
Port Acquisition of of BFG's South Campus:	n/a	n/a	<u>\$16,467,514<sup>3</sup></u>
BFG Property Acquisitions:			Amounts Payable by BFG to Port, City
<u>From City:</u>			
Agency Parcel	3.65	\$ 8.00	\$1,271,952
Rados Parcel	3.02	\$ 8.00	\$1,052,409
<u>From Port:</u>			
Port Parcel 1	9.99	\$ 8.00	\$3,481,315
Port Parcel 2 (5.0 gross acres)	3.30 <sup>4</sup>	\$ 8.00	\$1,149,984
SDQ&E Parcel	7.41	\$ 2.00	\$645,559
MTDB Parcel	2.44	\$ 2.00	<u>\$212,523</u>
<b>Total</b>			<b><u>\$7,813,792</u></b>
<b>Cash Balance to BFG at Closing</b>			<b><u>\$8,653,721</u></b>

<sup>1</sup> Acreage and resulting purchase prices subject to post Closing adjustment based upon verified parcel sizes, in accordance with Section 3.2.

<sup>2</sup> Port is also depositing into escrow \$675,639 to be applied toward Transfer Activities pursuant to Section 3.6.1 and/or disbursed pursuant to Section 3.6.3.

<sup>3</sup> This figure is based upon the calculation of \$4.00 per square foot for the BFG Property based upon an estimated 17,467,280 square feet.



## Agenda Item No. 2

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

July 19, 2016

SUBJECT: STATEMENT OF RAILWAY FINANCES

### RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a financial report for the period ending May 31, 2016.

#### Budget Impact

None.

### DISCUSSION:

Attached are SD&AE's financial results for the period ending May 31, 2016, as well as the financial results for the fiscal year-to-date actuals as of May 31, 2016.

The current fiscal year-to-date revenues are \$903,000 favorable to budget primarily due to the Desert Line Lease revenue not included in the budget.

Expenses are \$69,000 favorable to budget primarily due to favorable variances in Personnel Costs and Outside Services.

The Net Income for the period ending May 31, 2016 was \$956,000.

Attachment: SD&AE Operating Statement for the Period Ending May 31, 2016

## SD&amp;AE Operating Statement FY2016-15

	FY 2016					FY 2015			
	Q1 Actual	Q2 Actual	Q3 Actual	Apr - May Actual	YTD - Actual (Jul - May)	YTD Budget (Jul - May)	Variance	Q1 - Q4 Actual	Variance
<b>Revenues</b>									
Right of Entry Permits	\$ 750	\$ 4,150	\$ 1,750	\$ 750	\$ 7,400	\$ 27,500	\$ (20,100)	\$ 18,206	\$ (10,806)
Lease Income	16,529	19,904	24,973	12,378	73,784	64,167	9,617	85,334	(11,550)
Desert Line Lease Revenue	250,000	250,000	250,000	166,667	916,667	-	916,667	1,000,000	(83,333)
Operator Income - SD&IV 1% Freight Fee	8,500	8,500	6,203	5,700	28,903	32,083	(3,180)	28,725	178
Other Income - Easement	-	-	-	-	-	-	-	25,500	(25,500)
<b>Total Revenue</b>	<b>275,779</b>	<b>282,554</b>	<b>282,926</b>	<b>185,495</b>	<b>1,026,754</b>	<b>123,750</b>	<b>903,004</b>	<b>1,157,765</b>	<b>(131,011)</b>
<b>Expenses</b>									
Personnel Costs	16,642	9,975	2,061	2,062	30,740	65,066	34,326	102,593	71,853
Outside Services	422	17,010	3,642	4,675	25,749	59,563	33,834	68,067	42,318
Risk Management	3,347	3,762	3,762	2,646	13,517	14,667	1,150	15,401	1,884
Misc. Operating Expenses	250	156	287	-	693	458	(235)	309	(384)
<b>Total Expense</b>	<b>20,661</b>	<b>30,903</b>	<b>9,752</b>	<b>9,383</b>	<b>70,699</b>	<b>139,774</b>	<b>69,075</b>	<b>186,370</b>	<b>115,671</b>
<b>Net Income/(Loss)</b>	<b>\$ 255,118</b>	<b>\$ 251,651</b>	<b>\$ 273,174</b>	<b>\$ 176,112</b>	<b>\$ 956,055</b>	<b>\$ (16,024)</b>	<b>\$ 972,079</b>	<b>\$ 971,395</b>	<b>\$ (15,340)</b>

Reserve Balance 2015	\$	1,553,150
Allocated Interest Earnings - Estimated		4,583
Operating Profit/(Loss) - YTD		956,055
Reserve Balance as of May 31, 2016	\$	2,513,789

## **Agenda Item No. 3**

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

**July 19, 2016**

**SUBJECT:**

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

**RECOMMENDATION:**

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

**Budget Impact**

**None.**

**DISCUSSION:**

**An oral report will be given during the meeting.**

**Attachment: Periodic Report (2nd Quarter of 2016)**



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

June 30, 2016

## Periodic Report

In accordance with Section 20 of the Agreement for Operational Freight Service and Control through Management of the San Diego and Arizona Eastern Railway Company activities of interest for the 2nd Quarter of 2016 are listed as follows:

### 1. Labor

At the end of June 30, 2016 the San Diego & Imperial Railroad had 9 employees:

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

### 2. Marketing

Volume in the 2nd Quarter increased 55% as compared to Q2 of 2015. Bridge traffic into Mexico had an 84% increase, primarily driven by increases in LPG. Traffic terminating or originating on the SDIV was essentially flat.

### 3. Reportable Injuries/Environmental

Days through year to date, June 30, 2016, there were no FRA Reportable injuries or Environmental incidents on the SDIV Railroad.

Days FRA Reportable Injury Free: 7027

#### 4. Summary of Freight

	2016	2015	2014
Total rail carloads that moved by SDIY Rail Service in the quarter.	1601	1030	922
Total railroad carloads Terminating/Originating Mexico in the quarter.	1263	687	777
Total railroad carloads Terminating/Originating El Cajon, San Diego, National City, San Ysidro, California in the quarter.	338	343	145
Total customers directly served by SDIY in the quarter	11	12	9
Regional Truck trips that SDIY Railroad Service replaced in the quarter	4803	3090	2766

Respectfully,  
Matt Domen  
General Manager

## Agenda Item No. 4

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

July 19, 2016

**SUBJECT:**

REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM

**RECOMMENDATION:**

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

Budget Impact

None.

**DISCUSSION:**

A report will be presented during the meeting.

Attachment: Quarterly Report





# **Pacific Southwest Railway Museum**

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

July 10, 2016

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

Re: Second Quarter 2016

Dear SD&AE Board:

During the second quarter of 2016, utilizing all volunteer crews, the Pacific Southwest Railway Museum ran \_\_\_ passenger trains carrying \_\_\_\_\_ passengers with no FRA reportable accidents or injuries. Total income from SD&AE property for second quarter, 2016 was \$38,969.22. Our check for \$779.38 will follow under separate cover. By comparison, PSRM carried 2,197 passengers during the second quarter of 2015 and total income from SD&AE property was \$51,277.

Passenger ridership by comparison to the same quarter in previous years:

- 2,197 passengers during the second quarter of 2015
- 2,794 passengers during the second quarter of 2014
- 1,901 passengers during the second quarter of 2013
- 2,882 passengers during the second quarter of 2012
- 2,434 passengers during the second quarter of 2011
- 1,977 passengers during the second quarter of 2010

Passenger ridership remains steady. PSRM moved into its summer schedule following the Father's Day weekend and will operate Valley Flyer trains within the Campo Valley yard limits on an as-needed basis every Sunday through September.

PSRM continues to maintain both signalized railroad crossings within our right of way limits performing the monthly and quarterly inspections. PSRM also performs routine track inspections between MP 59.9 and 66.77. Our volunteer track crew continues to perform track maintenance tasks, particularly tie replacement on the mainline.

On Sunday, June 19<sup>th</sup> the Portrero/Border Fire began and burned through the end of the week in various areas of Portrero and Campo. Even though the fire entered the railroad' right of way at several locations, there was no damage to the roadbed, ties, trestles or structures. The railroad and our Campo facility were fortunate and some thanks is to be given to our local firefighters for performing an exemplary job at saving structures during this crisis.

As always, I would like to invite the members of this board and staff to visit our museum at Campo on a weekday or an operational weekend and I would be pleased to provide a personal guided tour.

Sincerely,

A handwritten signature in cursive script, reading "Diana Hyatt". The signature is written in dark ink and is positioned above the printed name and title.

Diana Hyatt  
President

## **Agenda Item No. 5**

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

July 19, 2016

**SUBJECT:**

REPORT ON THE DESERT LINE

**RECOMMENDATION:**

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

Budget Impact

None.

**DISCUSSION:**

A report will be presented during the meeting.

Attachment: Periodic Report ("Confidential" unredacted version for SD&AE Board members only)

REDACTED

(NO CONFIDENTIAL MATERIALS INCLUDED)



# PERIODIC REPORT

July 1, 2016

The periodic report to the SD&AE Railway Company is produced quarterly by the Pacific Imperial Railroad, Inc. for the SD&AE Board, in fulfillment of contractual requirements and to document activity in the restoration of the line to regional service along with its ongoing improvement for future generations.

**Pacific Imperial Railroad, Inc.**

## **Second Quarter 2016**

### **CONTENTS**

- I. CALI-BAJA JOINT VENTURE SUBLEASE AND OPERATING AGREEMENT**
- II. RECONSTRUCTION PLANS**
- III. ROLLING STOCK ON THE DESERT LINE**
- IV. CARRIZO GORGE RAILROAD POLICE REPORT REDACTED**
- V. REPORTABLE INJURIES / ACCIDENTS / ENVIRONMENTAL INCIDENTS**
- VI. FREIGHT ACTIVITY**
- VII. MTS LEASE PAYMENT**



## I. CALI-BAJA JOINT VENTURE SUBLEASE AND OPERATING AGREEMENT

After negotiations that have been ongoing since 2013, on May 31<sup>st</sup>, 2016 Pacific Imperial Railroad, Inc. (“PIR”) and Baja California Railroad, Inc. (“BJRR”) executed the Cali-Baja Joint Venture Sublease and Operating Agreement, (“Cali-Baja Sublease”)<sup>1</sup>. The agreement grants BJRR exclusive operating rights over approximately 60 miles of the Desert Line between Milepost 59.6 at Division, California to Milepost 119 near Coyote Wells, California (the “BJRR Segment”), and non-exclusive operating rights between Milepost 119 and Milepost 129.61 at Plaster City, California (the “Intermodal Segment”).



Under the Cali-Baja Sublease, BJRR is responsible for financing the reconstruction of the BJRR Segment, and is subject to compliance with the Amended and Restated Desert Line Lease and Operating Agreement (“Desert Line Lease”). Additionally, BJRR shall make rent payments to PIR semiannually in the sum of \$425,000, and upon commencement of commercial operations shall pay to PIR, on a quarterly basis, ten percent (10%) of BJRR gross freight revenues, seven percent (7%) of which is reserved for payment to SD&AE/MTS. Initial consideration for the sublease is \$3,000,000, which is due to PIR in three monthly installments of \$1,000,000.

Under the Cali-Baja Sublease, PIR has retained non-exclusive operating rights over the Intermodal Segment and reserves the exclusive right to develop, construct, and operate an intermodal facility along the Intermodal Segment.

The Cali-Baja Sublease required the written consent of SD&AE/MTS due Section 8.1 of the agreement given that it allows BJRR to succeed to the interest of PIR in the event

<sup>1</sup> See Exhibit A, attached hereafter

of a default by PIR leading to a termination under the terms of the Desert Line Lease. In the event of such a scenario, BJRR and SD&AE/MTS will recognize each other respectively as tenant and landlord. Additionally, SD&AE/MTS approved Amendment 2 to the Desert Line Lease, which extended the Performance Milestone deadlines by one year and reduced the gross freight revenue obligations owed to SD&AE/MTS to seven percent (7%).<sup>2</sup>

On June 9<sup>th</sup>, 2016, MTS issued a press release<sup>3</sup> and a press conference was held at the San Diego Regional Chamber of Commerce to announce the agreement between the railroads and provided an opportunity for San Diego community leaders Jerry Sanders and Ron Roberts, to show their support and publically advocate for the project.

## II. RECONSTRUCTION PLANS

Under the Cali-Baja Sublease, BJRR has 150 days from the effective date of the agreement (October 28, 2016) to submit to PIR a Reconstruction Plan for the BJRR Segment, which must be submitted to SD&AE/MTS for approval. In December 2015, PIR shared engineering and field reports made by J.L. Patterson & Associates in 2013 with BJRR engineering and design staff to help facilitate development of the reconstruction plan. Additionally, subsequent to execution of the Cali-Baja Sublease, BJRR engineering and design staff have visited the Desert Line and had meetings with SD&AE Consultant Dan Davis of RailPros, who will be responsible for approving the reconstruction plans. Although PIR has not formally received a reconstruction plan, it is PIR's understanding that BJRR is developing a plan that will be implemented in six phases and has suggested a piecemeal approach to reconstruction may be a more efficient and logical way to approach the reconstruction efforts.

On February 19, 2016 PIR received preliminary approval of the Desert Line Reconstruction Plan- Amendment 1 ("DLRP-A/1") by SD&AE/MTS, which included a comprehensive proposal from Railworks, Inc., a railroad engineering, design, and construction firm, for the rehabilitation of the Intermodal Segment. In light of the Cali-Baja Sublease, PIR will be able to concentrate efforts on the reconstruction of the track structure of the Intermodal Segment and the development of plans for the build out of an intermodal terminal at Coyote Wells, California which will be accommodate the switching, block, storage, and sorting of railcars brought to the facility by BJRR and the Union Pacific.

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<sup>2</sup> See Exhibit B, attached hereafter

<sup>3</sup> See Exhibit C, attached hereafter

### III. ROLLING STOCK ON THE DESERT LINE

As BJRR begins planning for the rehabilitation work on the Desert Line, it has become necessary to establish a strategy to address the existence of rolling stock that is stored on the BJRR Segment, including a derailment at Dubbers. Diana Hyatt of the Pacific Southwest Railway Museum, has furnished PIR with an inventory of all rolling stock along the Desert Line right of way. The ownership of certain cars is as of yet unclear and PIR wishes to determine the proper course of action, in compliance with all applicable laws and regulations, for notifying owners of said cars that reconstruction will soon begin and that if they wish to move their railcars, they must do so at their own expense and subject to compliance with all applicable regulations. Ms. Hyatt expressed an interest in acquiring for the museum collection any unclaimed freight equipment, or SD&AE equipment, specifically for its historic nature and significance.

Mr. Mitchel Beauchamp has notified PIR of his desire to relocate a caboose he owns at the Jacumba station, due to repeated instances of vandalism, but is currently unable to do so due to the derailment blocking the mainline at Dubbers. Additionally, he indicated in his correspondence that an individual, Philip Sheridan, owns several of the railcars at various locations on the Desert Line. Once a course of action has been selected to notify the general public of PIR and SD&AE/MTS's desire to discern ownership of the various rolling stock on the Desert Line, and no one claims the derailed car at Dubbers, PIR feels that PIR, BJRR, and SD&AE/MTS should coordinate to determine how to appropriately remove the derailment so that reconstruction can commence.

Below is an inventory of the rolling stock as reported by Diana Hyatt:

#### AT CAMPO

##### House Track

<u>CAR NUMBER</u>	<u>DESCRIPTION</u>	
CZRY 8758	bi-level gallery passenger car, ex-Chicago Metra	
SP tank car IN DISPUTE	formerly at Ocotillo for decades, owned by SDAE	NOT
SDAE box cars (2) IN DISPUTE	acquired from SDTI, owned by PSRM	NOT

#### AT JACUMBA

<u>CAR NUMBER</u>	<u>DESCRIPTION</u>
WCRC 100	EMD F7A locomotive



WCRC 101	EMD F7B locomotive
WCRC 102	EMD F7A locomotive
UP 669	EMD GP 40M-2 locomotive
ex-SP 1465	ALCO S-2 locomotive
TMRX1	steel, wide-vision cupola caboose
CZRY 1195	baggage car, ex-NYC
Amtrak 4462	chair car, ex-ATSF 2960
CZRY MOW01	heavy duty utility flat car (sitting in dirt)
GW 39500	Ford hirail boom truck

SP tank car	fire suppression car located at tunnel 16 for decades, owned by SDAE NOT IN DISPUTE
SP 1335	circa late 1870's-early 1880's wooden passenger coach, no trucks, owned by SDAE NOT IN DISPUTE
SP 1390	circa late 1870's-early 1880's wooden passenger coach, no trucks, owned by SDAE NOT IN DISPUTE
SP 8169?/1693?	circa late 1870's-early 1880's wooden passenger coach, no trucks, owned by SDAE NOT IN DISPUTE

**AT TITUS SIDING**

<u>CAR NUMBER</u>	<u>DESCRIPTION</u>
UP 6992/SWPC65	steel hopper car
UP 17649	steel hopper car
CZRY 2098	86' steel flat car
SP ?	steel flat car, built 1948-friction bearings, believed to be owned by SDAE NOT IN DISPUTE

**AT DUBBERS SPUR**

<u>CAR NUMBER</u>	<u>DESCRIPTION</u>
CZRY 7773	bi-level gallery passenger car, ex-Chicago Metra
CZRY 7779	bi-level gallery passenger car, ex-Chicago Metra
CZRY 8728	bi-level gallery passenger car, ex-Chicago Metra
CZRY 7774	bi-level gallery passenger car, ex-Chicago Metra
CZRY 7784	bi-level gallery passenger car, ex-Chicago Metra
SP 43969	flat car with tunnel inspection platform, owned by SDAE NOT IN DISPUTE

**"TEMPORARY" SPUR AT W/E TUNNEL 8**

<u>CAR NUMBER</u>	<u>DESCRIPTION</u>
TPHX 801	passenger car, former Canadian commuter car
TPHX 817	passenger car, former Canadian commuter car
TPHX 835	passenger car, former Canadian commuter car

**TUNNEL 16 SPUR** (E/E Goat Canyon Trestle)

<u>CAR NUMBER</u>	<u>DESCRIPTION</u>
ATSF 77041	ballast car

**IV. CARRIZO GORGE RAILROAD POLICE**

On June 22, 2016 PIR and BJRR staff met with Marc Langlais, of the Carrizo Gorge Railroad Police ("CGRP"), a police force sanctioned by the State of California. The purpose of the meeting was to establish a protocol for oversight of any activity on the Desert Line and cross-border movement that may result from BJRR's rehabilitation efforts on the BJRR Segment. CGRP has been appointed and commissioned by PIR to manage such matters on an ad hoc basis until it becomes appropriate to establish a full-time security force to oversee the safety and regulatory compliance associated with the reconstruction, and cross-border movement of freight.

**V. REPORTABLE INJURIES / ACCIDENTS / ENVIRONMENTAL INCIDENTS**

- i. There have not been any reportable injuries.
- ii. On or around March 6, 2016, there was a minor collision involving PIR's locomotives on the Desert Line near Plaster City and a center beam railcar used in United States Gypsum Coportation's ("USG") operations at their plant in Plaster City. During the weekend of March 19-20, PIR's three locomotives and the damaged center beam were moved to the Coyote Wells siding. The locomotives were skated, as required by GCOR, and all handbrakes were set. USG has been notified and PIR did not impact their operation based on locomotives on their tracks. USG may have had some issues getting a new center beam railcar to ship outbound loads.
- iii. On June 6, 2016 PIR received a report produced by CGRP regarding the incident<sup>4</sup>.

**REDACTED**

<sup>4</sup> See Exhibit D, **REDACTED**

**REDACTED**

## **VI. FREIGHT ACTIVITY**

- a. There has been no freight activity.

## **VII. LEASE PAYMENT**

- a. On July 1, 2016, the semi-annual lease payment was due to MTS, which PIR paid.  
To date, PIR has made 7 lease payments totaling \$3,500,000.

**EXHIBIT A:**

The 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 31<sup>st</sup> 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

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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

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2

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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

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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

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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

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5

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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.

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6

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- 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:

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7

BJRR: 

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;

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8

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- 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

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9

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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: 

10

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;

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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: 

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- 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.

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13

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: 

14

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: 

16

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:

17

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 28<sup>th</sup>, 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: 

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:



20


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: 6-9-16

**San Diego Metropolitan Transit System**  
A California Public Agency

By:   
Paul C. Jablonski  
Chief Executive Officer

Date: 6-9-16

**Approved as to Form:**

By:   
Karen F. Landers  
General Counsel, MTS and SD&AE

Date: 6-9-16

**EXHIBIT B:**

Amendment 2, Desert Line Lease and Operating Agreement

**DESERT LINE LEASE AND OPERATING AGREEMENT**  
**Amendment 2**

THIS OPERATING AGREEMENT ("Lease" or "Agreement") is dated as of this 20<sup>th</sup> day of December, 2012 (the "Effective Date"), by and among Pacific Imperial Railroad, Inc. ("PIR"), a Delaware corporation with principal offices and place of business in San Diego County, California; San Diego and Arizona Eastern Railway Company ("SD&AE"), a Nevada nonprofit corporation; and San Diego Metropolitan Transit Development Board also known as the San Diego Metropolitan Transit System ("MTS"), a California public agency, with principal offices and place of business in San Diego, California. PIR, SD&AE and MTS may hereinafter be referred to collectively as the "parties", or individually as a "party" hereto.

The parties agree that, by this Amendment 2, the Amended and Restated Desert Line Operating Agreement (MTS Doc. No. S200-13-560.1) is revised as follows:

**1. Performance Milestones.** The milestones set forth 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) are each extended by twelve (12) months.

**2. Consideration.** Section 2.1.3 is deleted and replaced with the following:

2.1.3 Upon commencement of Limited Operations, as defined in Section 1.2.6 above, PIR's payments to SD&AE pursuant to Section 2.1.1 shall increase as follows, and be paid on a quarterly basis:

- 2.1.3.1. 7% of PIR's gross freight revenue
- 2.1.3.2. Under no circumstances shall each quarterly payment to SD&AE be less than \$250,000. Starting in 2017, this minimum payment shall be increased by 5% every five years.

**3. Consent to Sublease.** The parties acknowledge that on June 9, 2016, MTS consented to the Cali-Baja Joint Venture Sublease and Operating Agreement (MTS Doc. No. G1924.0-16) ("Cali-Baja Sublease"). To the extent the Cali-Baja Sublease authorizes Baja California Railroad, Inc. ("BJRR") to perform some of PIR's obligations under this Agreement, PIR acknowledges that this Agreement controls and that a failure of BJRR to perform the obligations assigned to them under the Cali-Baja Sublease may result in the issuance of a default notice and/or a notice to cure to PIR pursuant to Section 7 (Termination) under this Agreement.

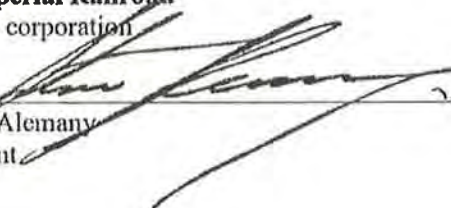
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In Witness Whereof, each of the parties has caused this Amendment 2 to be duly executed on its behalf as of the day and year first above written. This Amendment 2 shall be effective as of June 9, 2016.

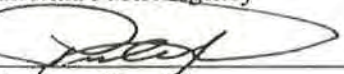
**San Diego and Arizona Eastern Railway Company**  
a Nevada nonprofit corporation

By:   
Paul C. Jablonski  
President

**Pacific Imperial Railroad**  
a Delaware corporation

By:   
Arturo Alemany  
President

**San Diego Metropolitan Transit System**  
a California Public Agency

By:   
Paul C. Jablonski  
Chief Executive Officer

**Approved as to Form:**

By:   
Karen F. Landers  
General Counsel, MTS and SD&AE

**EXHIBIT C:**

MTS Press Release



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

## NEWS RELEASE



Date: June 9, 2016

Contact: Rob Schupp  
619-557-4511  
[rob.schupp@sdmts.com](mailto:rob.schupp@sdmts.com)

### **Binational Agreement Reached to Reconstruct the Desert Line Railroad**

*Cost to repair 57 bridges and 17 tunnels estimated to be \$70 million*

#### **FOR IMMEDIATE RELEASE**

**San Diego** – An agreement has been reached to pay for the reconstruction and operation of the 70-mile Desert Line railway in southeastern San Diego County that connects Mexico maquiladoras to rail shipping in the United States. The landmark agreement between Pacific Imperial Railroad (PIR) and Baja California Railroad (Baja Rail) provides a huge economic boost to both sides of the border.

The San Diego Metropolitan Transit System (MTS), San Diego Regional Chamber of Commerce, Pacific Imperial Railroad (PIR) and Baja California Railroad (Baja Rail) announced the contract on Thursday after the MTS Board of Directors approved the contract terms.

The San Diego region and U.S.-Mexico binational economies lose a staggering \$6 billion annually due to long delays in getting trucks carrying freight – such as new automobiles – across the U.S. – Mexico land borders in San Diego, according to the San Diego Association of Governments. An operational Desert Line will ease congestion, reduce air pollution, promote commerce and create jobs.

“This is a historic win for the San Diego region,” said MTS Vice Chair Ron Roberts. “The Desert Line agreement achieves a significant commitment to binational economic improvements and cooperation rarely seen in San Diego. Additionally, 135,000 cars and 6,200 trucks idling at our land ports

of entry each day negatively affect our air quality. An operational Desert Line will help reduce vehicle emissions at the border and help this region meet its emission reduction goal.”

Jerry Sanders, President & CEO of the San Diego Regional Chamber of Commerce, has advocated for this partnership as a means to create jobs and to promote economic activity.

“The loss of productivity due to congestion at our ports of entry translates into more than 2,400 jobs or \$131 million in lost economic activity,” Sanders said. “The Desert Line will provide another vital artery that takes trucks off our freeways, increases shipping capacity and gets goods to market places far more efficiently.”

Work on the 60 miles of track between Tecate and Coyote Wells in Imperial County is expected to begin this summer. It will be overseen by Baja Rail, which is incorporated in the United States and in Mexico. Baja Rail is a well-respected operator of the rail lines in Mexico that connect to the Desert Line.

“This joint project has been anticipated for a long time,” said Fernando Beltran, President of Baja Rail. “It will help our maquiladoras continue to thrive. It will help our economy. And it will stimulate a new cooperative business relationship between our two countries.”

Work on the line will include repaired bridges and tunnels and improvements to track. Once completed, it will allow trains up to 30 cars to travel on the line from Mexico to Coyote Wells. There, cars will be assembled into 100-car trains for delivery to the Union Pacific Railroad in Plaster City. To accommodate this activity, a new intermodal facility is being planned in Coyote Wells by PIR.

“We have worked very hard with our partners in Mexico to realize this dream,” said Arturo Alemany, Executive Board Member for Pacific Imperial Railroad. “This is a joint effort that will create a new cost-effective option for international businesses to ship products, such as automobiles, from Mexico to the eastern United States.”

Details of the new Cali-Baja Joint Venture Sublease and Operating Agreement include:

- Baja Rail and PIR will pay for the cost to reconstruct and operate the Desert Line (estimated at \$60-70 million).
- Construction is set to begin in summer 2016.

- Baja Rail will oversee the railroad repair, maintenance and operational obligations for 60 miles of the Desert Line
- PIR will build an intermodal facility near Coyote Wells in Imperial County to load freight and provide space to build the necessary 100-car trains that can be delivered to the Union Pacific main line network.
- MTS will continue to earn a minimum annual guarantee of \$1 million annually related to the Desert Line lease.
- MTS will receive 7% of gross revenue if greater than \$1 million.
- Extending the deadline by 12 months for all milestones (initial repairs, test train operations, limited operations, full-scale repairs and operations).

MTS has owned the Desert Line since 1979 and approved a lease agreement with PIR in 2012.

On June 22, 2015, PIR and Baja Rail signed a Memorandum of Understanding outlining both parties' intentions to reach a definitive agreement to 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.

On June 2, 2016, these binational negotiations culminated in a sublease agreement between PIR and Baja Rail. The parties agreed that Baja Rail will oversee and pay for the railroad repair, maintenance and operational obligations for the first 60 miles of the Desert Line.

As the owner of the rail line, MTS retains oversight authority to ensure it complies with all of the construction, safety, maintenance and operational requirements for local, state and federal laws. MTS has hired RailPros to act as its expert consultant on this project.

###



Exhibit D is REDACTED

Date: July 19, 2016



## REQUEST TO SPEAK

Agenda Item No.

5

Order Request Received

☐

**PLEASE SUBMIT THIS COMPLETED FORM (AND ANY WRITTEN STATEMENTS) TO THE CLERK OF THE COMMITTEE PRIOR TO DISCUSSION OF YOUR ITEM<sup>1</sup>.**

1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Committee (please attach any written statement to this form). Communications on hearings and agenda items are generally limited to three (3) minutes per person unless the Committee authorizes additional time. However, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three (3) minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

*Please Print*

NAME	Reena Deutsch
Address	
Telephone	
Organization represented (if any)	
Subject of your remarks	
Regarding Agenda Item No.	
Your comments are presenting a position of:	<input type="checkbox"/> <b>SUPPORT</b> <input type="checkbox"/> <b>OPPOSITION</b>

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At public hearings of the Committee, persons wishing to speak shall be permitted to address the Committee on any issue relevant to the subject of the hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Committee on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five (5) speakers with three (3) minutes each under the Public Comment agenda item. Additional speakers will be heard at the end of the Committee's agenda.

*Request to Speak Form.doc*

<sup>1</sup> REMEMBER: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

## Agenda Item No. 6a

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

July 19, 2016

### SUBJECT:

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE APRIL 12, 2016

### RECOMMENDATION:

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

#### Budget Impact

None.

### DISCUSSION:

Since the April 12, 2016, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-16-636: Right of Entry Permit to the City of La Mesa for the La Mesa Flag Day Parade.
- S200-16-637: Right of Entry Permit to Navy Region Southwest for the Navy Bay Bridge Run.
- S200-16-639: Right of Entry Permit to Palm Engineering Construction Co. for a City of La Mesa sewer rehab project east of the Grossmont Trolley Station.

## **Agenda Item No. 7**

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

July 19, 2016

### **SUBJECT:**

**ELECTION TO FILL VACANT BOARD MEMBER POSITION**

### **RECOMMENDATION:**

That the SD&AE Board of Directors: (1) elect Jared Gooch from Genesee and Wyoming as an SD&AE Board member to replace Blake Jones; and (2) forward a recommendation for approval to the MTS Board of Directors.

#### **Budget Impact**

None.

### **DISCUSSION:**

Blake Jones has vacated the position of SD&AE Board member; therefore, staff proposes forwarding a recommendation to the MTS Board of Directors to replace Mr. Jones with Jared Gooch, Director of Sales and Marketing with Genesee & Wyoming.

## Agenda Item No. 8

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

July 19, 2016

SUBJECT:

RATIFICATION OF CORRECTIONS TO JULY 14, 2015, MEETING MINUTES

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors: (1) approve corrections to the final meeting minutes of the July 14, 2015, SD&AE meeting for two prior actions taken on Agenda Items 6b and 6c; and (2) forward a recommendation to the MTS Board of Directors to ratify the corrected actions.

Budget Impact

None.

DISCUSSION:

This recommendation is more of a "housekeeping" item to correct two previous actions reflected in the final meeting minutes of July 14, 2015.

1. Agenda Item 6b: License for Private Crossings – D and E Streets in Chula Vista on the Coronado Branch.

The recommended action was to approve issuing a license to City of Chula Vista Property, LLC for two proposed private at-grade crossings across SD&AE tracks located between D and E Streets west of Bay Boulevard in Chula Vista, CA. The final meeting minutes reflected that the Board received a report when in fact the Board approved the action.

2. Agenda Item 6c: Easement for Underground Gas Pipeline Crossing.

The recommended action was to approve issuing an easement to San Diego Gas & Electric Co. (SDG&E) for an underground gas pipeline crossing the SD&AE right of way at 65<sup>th</sup> Street in the City of San Diego. The final meeting minutes reflected that the Board received a report when in fact the Board approved the action.



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

## Agenda Item No. 23

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

July 28, 2016

**Draft for  
Executive Committee  
Review Date: 7/21/16**

#### SUBJECT:

2015 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) MASTER  
AGREEMENT AND PROGRAM SUPPLEMENT EXECUTION

#### RECOMMENDATION:

That the Board of Directors approve Resolution No. 16-18 authorizing the Chief Executive Officer (CEO) to execute Master Agreement and Program Supplements for the 2015 TIRCP award.

#### Budget Impact

None.

#### DISCUSSION:

MTS was awarded \$31,936,000 in 2015 TIRCP funding for the construction of a new station at the downtown Courthouse Complex and the procurement of eight light rail vehicles. Prior to requesting reimbursements for this project, the California Department of Transportation (Caltrans) requires that the MTS Board of Directors authorize the CEO to execute the Master Agreement and Program Supplements for this project.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Resolution No. 16-18



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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.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 16-18

Resolution Authorizing the Chief Executive Officer to Execute Master Agreement and Program Supplements for State-Funded Transit Projects

WHEREAS, the San Diego Metropolitan Transit System may receive state funding from the California Department of Transportation now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the Transit and Intercity Rail Capital Program, by Chapter 36 (SB862) of the Statutes of 2014; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and.

WHEREAS, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the San Diego Metropolitan Transit System wishes to delegate authorization to execute these agreements and any amendments thereto to the Chief Executive Officer

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the San Diego Metropolitan Transit System Board of Directors that the fund recipient agrees to comply with all conditions and requirements set forth in this agreement and applicable statutes, regulations and guidelines for all state-funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Chief Executive Officer be authorized to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED, by the Board of Directors this 28<sup>th</sup> day of July 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