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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

9:00 a.m.

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

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. 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

Approve

- 1. Roll Call
- 2. <u>Approval of Minutes</u> July 20, 2017
- <u>Public Comments</u> 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.	Lease Agreement with Pacific Axe, LLC at 1695 Main Street, San Diego Action would authorize the Chief Executive Officer (CEO) to execute a Lease Agreement with Pacific Axe, LLC for a lease at 1695 Main Street, San Diego.	Approve
7.	Phase II Propane Fueling Services at Copley Park Division (CPD) - Contract Amendment Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0656.1-16 with Ferrellgas, LP (Ferrellgas) for the provision of propane fueling services.	Approve
8.	Blue Line Traction Power Substation Installation Design Services - Work Order Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1948-AE-04 to MTS Doc. No. G1948.0-17 with HNTB Corporation for the Blue Line Traction Power Substation (TPSS) installation design services.	Approve
9.	<u>Uninterruptible Power Supply (UPS) On-Site Repair and Support - Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2009.0-17, a Sole Source agreement with Schneider Electric, for on-site support and repair of the current inventory of UPS units located throughout the MTS network including Data Centers, Trolley Stations and Bus Facilities.	Approve
10.	Orange Line Design Services for Various Track Improvements - Work Order Agreement Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WO1947-AE-05 to MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR) for track improvement design services.	Approve
11.	Service and Maintenance of the Hegenscheidt Underfloor Wheel Truing Machine - Sole Source Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL242.0-18, a sole source agreement, for a period of three (3) years with Simmons Machine Tool Corporation (SMTC) for service and maintenance of the Hegenscheidt Underfloor Wheel Truing machine.	Approve
12.	Light Rail Vehicle (LRV) Pantograph Carbon Strips - Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1393.0-17 with Schunk Carbon Technology for the purchase of LRV Pantograph Carbon Strips.	Approve
13.	<u>Visual Messaging System (VMS) Maintenance (Warranty) and On-Site Parts - Sole</u> <u>Source Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. G2025.0-18 with Daktronics, Inc. for up to a three (3) year period with two (2) one-year options to provide VMS maintenance service and technical support; and (2) Exercise each option year at CEO's discretion.	Approve
14.	San Diego Metropolitan Transit System (MTS) SAP Tier 3 Production Support Services - Contract Amendments Action would: (1) Approve increasing the dollar amount of two (2) SAP support services contracts to cover anticipated fiscal year (FY) 2018 expenses; and (2) Ratify one SAP support services contract amendment.	Approve

15.	Relocation of SDG&E Facilities for the New Orange Line Courthouse Station - Change Orders Action would: (1) Ratify Construction Change Orders 1-3 and 5-7 to MTS Doc. No. PWL204.0-16, Work Order No. MTSJOC7504-26 with ABC Construction Co., Inc. (ABC), for the relocation of SDG&E facilities; and (2) Authorize the Chief Executive Officer (CEO) to execute Construction Change Order 4 to MTS Doc. No. PWL204.0- 16, Work Order No. MTSJOC7504-26 with ABC for relocating the utilities below an existing tunnel.	Approve		
16.	Number Not Used.			
17.	<u>Green Line Shelter Upgrades and Shelter Replacement at the Old Town Transit</u> <u>Center - Work Order</u> Action would authorize the Chief Executive Officer (CEO) to execute MTSJOC7504- 15, PWL204.0-16 with ABC Construction Co. Inc. (ABC) for Green Line shelter upgrades and shelter replacement at the Old Town Transit Center.			
18.	Orange Line Track Improvements - Change Orders Action would: (1) Ratify Construction Change Orders 9-10 to MTS Doc. No. PWL211.0-16 for \$84,176.78, which was previously issued under the Chief Executive Officer's (CEO) authority, for Orange Line Track Improvements; and (2) Authorize the CEO to execute Change Order Amendment 11, with Herzog Contracting Corp. (Herzog), for \$74,087.08.	Approve		
19.	Desert Line Lease and Operating Agreement: Amended and Restated BJRR-SDAE- MTS Desert Line Lease and Operating Agreement Action would authorize the Chief Executive Officer (CEO) to execute and Amended and Restated Desert Line Lease and Operating Agreement by and between Baja California Rail Road, Inc. (BJRR), San Diego & Arizona Eastern Railroad (SDAE), and MTS (MTS Doc. No. S200-13-560.4).	Approve		
20.	Purchase of 20 Class B Propane Powered Paratransit Buses - Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0675.0-18, with Creative Bus Sales, for the purchase of up to twenty (20) propane powered Class B paratransit buses.	Approve		
21.	Investment Report - June 2017	Informational		
22.	Investment Report - July 2017	Informational		
CLOSE	DSESSION			
24.	a. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8 <u>Property</u> : Federal Blvd. (APN 541-611-27-00); 1348 47th St. (APN 541-611-16-00); 47th St. (APN 541-611-09-00); 1344 47th St. (APN 541-611-08-00); 47th St. (APN 541-611-11-00); Federal Blvd. (APN 541-611-10-00); 47th St. (APN 541-611-12-00); 47th St. (APN 541-611-14-00); 47th St. (APN 541-611-13-00); 47th St. (APN 541-611- 15-00) <u>Agency Negotiators</u> : Paul Jablonski, Chief Executive Officer; Karen Landers; General Counsel; and Tim Allison, Manager of Real Estate Assets <u>Negotiating Parties</u> : Coca-Cola Bottling Co of Los Angeles & BCI Coca-Cola Bottling Company of Los Angeles <u>Under Negotiation</u> : Price and Terms of Payment	Possible Action		

	b. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) San Diego Metropolitan Transit System v. Grand Central West LLC and related cross- complaints (San Diego Superior Court Case No. 37-2014-00044014-CU-OR-CTL)	Possible Action						
	Oral Report of Final Actions Taken in Closed Session							
NOTICED PUBLIC HEARINGS								
25.	None.							
DISCU	JSSION ITEMS							
30.	Major Service Changes Recommendations of the Transit Optimization Plan (Denis Desmond) Action would: (1) Receive a report on proposed major service changes as detailed in Attachment A; (2) Approve the recommendations for TransNet-subsidized Rapid services; and (3) Approve the recommendations for MTS-subsidized transit services.	Approve						
31.	40-Foot Low-Floor Compressed Natural Gas (CNG) Transit Buses - Contract Award	Approve						
	Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. B0660.0-17 with Gillig, LLC for the purchase of 250 40-foot, low-floor CNG transit buses; and (2) Made additional purchases of up to 100 option buses for a period not to exceed five years from the date of the initial contract with Gillig, LLC. All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding.							
32.	60-Foot Low-Floor Compressed Natural Gas (CNG) Transit Buses - Contract Award	Approve						
	Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. B0661.0-17 with New Flyer of America, Inc. (New Flyer) for the purchase of up to 30 60-foot, low-floor articulated CNG buses plus associated contract spare parts, manuals, training, tools and diagnostics, and use tax payments; and (2) Make additional purchase of up to 20 option buses for a period not to exceed five years from the date of the initial contract with New Flyer. All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding.							
REPORT ITEMS								
45.	MTS Efforts in Response to Hepatitis A Outbreak (Paul Jablonski)	Informational						
46.	Comic-Con 2017 Recap (Rob Schupp and Tom Doogan)	Informational						
47.	Operations Budget Status Report for June 2017 (Mike Thompson)	Informational						
60.	Chairman's Report	Informational						
61.	Chief Executive Officer's Report	Informational						

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. <u>Next Meeting Date</u>: October 19, 2017
- 65. <u>Adjournment</u>

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

DRAFT MINUTES

July 20, 2017

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased].

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:00 a.m. A roll call sheet listing Board member attendance is attached.

2. <u>Approval of Minutes</u>

Ms. Bragg moved to approve the minutes of the June 8, 2017, MTS Board of Directors meeting. Ms. Cole seconded the motion, and the vote was 13 to 0 in favor with Mr. Cunningham and Ms. Zapf absent.

3. Public Comments

Martha Welch – Ms. Welch stated that there are no bathrooms available to the public at transit stations. She commented that there should be benches at every bus stop with trash cans and shade.

Clive Richard – Mr. Richard stated that MTS's CEO should be given credit for the improvements to the bus routes ten years ago and the recent Trolley Renewal Project.

Sharlene Ornelas – Ms. Ornelas discussed alternative options for wrapping trolleys to help people who are visually impaired. She asked for the front of the trolleys not to be wrapped in order for visually impaired people to see the trolley easier. She asked for trolley line icons to be reinstated so people who are visually impaired or color blind can see which trolley line they are riding based on an icon instead of the color of the line. Ms. Ornelas also asked for additional decals around the trolley door button so it is easier to see and locate.

Lucas Kurlan – Mr. Kurlan asked if it would be possible to extend bus service to the Carmel Valley area. He stated that there used to be bus service in that area about ten years ago, but was discontinued due to low ridership. He asked for staff to look into reinstating bus service in the area since a lot has changed in the past ten years and more people may ride that service now.

Mary Lytle – Ms. Lytle commented that the recent change to the Orange Line ending at American Plaza instead of Santa Fe Depot is not user friendly for people with mobility issues. She stated that she would like to have both trolley lines end at the same terminal so people with mobility issues do not have to walk between the two stations.

CONSENT ITEMS

 Increased Authorization for Legal Services Contracts to Pay Projected Expenses in Fiscal Year 2018
 Action would: (1) Approve increasing the dollar amount of eleven (11) legal services contracts to cover anticipated fiscal year 2018 (FY18) expenses; and (2) Ratify one legal services contract

amendment with approved firm.

- Fiscal Year 2018 Transportation Development Act Claim Action would adopt Resolution Nos. 17-10, 17-11, and 17-12 approving fiscal year 2018 Transportation Development Act Article 4.0, 4.5, and 8.0 claims.
- 8. <u>Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and</u> <u>Payments</u>
- 9. San Diego Metropolitan Transit System (MTS) Task Order Contract Amendment Approval for Old Town Transit Center West Improvements Project Action would authorize the Chief Executive Officer (CEO) to approve Amendment No. 2 to Work Order 13.18 for MTS Doc. No. G1493.0-13 with Kimley-Horn & Associates Inc. to perform Design-Engineering Services for the Old Town Transit Center West (OTTC West) Improvements Project ("Project").
- San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meetings on July 11, 2017 Action would: (1) receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information; and (2) ratify actions taken by the SD&AE Board at its quarterly meeting on July 11, 2017.
- 11. This number not used.
- 12. <u>Euclid Drainage Cleanup Award Work Order Under a Job Order Contract</u> Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC7501-01, under MTS Doc. No. PWL182.0-16 with Herzog Construction, Inc. (Herzog), for the provision of services, materials, and equipment for the removal and disposal of debris within the channel near the Euclid Avenue Trolley Station.
- Banking Services and Purchasing Card Program Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1982.0-17, with JP Morgan Chase Bank (JP Morgan), to provide banking services and a purchasing card program for a five (5) year term with four (4) one year options.
- 14. <u>On-Call Communications and Low Voltage Systems Wiring Services Contract Amendment</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG170.1-15 with Communication Wiring Specialists, Inc. (CWS) for \$289,224.78.
- 15. <u>On-Call Card Access Reader Installation, Maintenance and Repair Services Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG168.1-15 with Electro Specialty Systems (ESS) for \$171,312.64.

- 16. Job Order Contract (JOC) On-Call General Electrical, Traffic Signal and Communications <u>Construction Services - Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG238.0-17 (SANDAG Doc. No. 5007502) with Select Electric, Inc., for the provision of on-call job order general electrical contracting services such as communications, traffic lights, traffic signalization and synchronization systems, and related civil construction improvements work for a three-year agreement.
- 17. Investment Report May 2017
- 18. <u>Approval of Appointment to Fill Vacant Budget Development Committee Seat for 2017</u> Action would approve the appointment of Board Member Mary Salas to the Budget Development Committee for the remainder of 2017.
- <u>On-Call Construction Management and Engineering/Inspection Services Master Agreements</u> <u>Award/Ratification</u>
 Action would ratify the Chief Executive Officer's (CEO) execution of: (1) Partial Assignment of San Diego Association of Governments (SANDAG) Solicitation Capacity for On-Call Professional and Technical Construction Management and Engineering Services to MTS (MTS Doc. No. G2023.0-17); and (2) On-Call Construction Management and Engineering/Inspection Services (CM) Master Agreements with seven (7) prime consulting firms.
- 20. <u>Courthouse Station Construction Management Services Work Order Agreement</u> Action would authorize the Chief Executive Officer (CEO) to execute Work Order 1 MTS Doc. G2019.0-17 with Simon Wong Engineering, Inc. for the Courthouse Station Construction Management Services, contingent upon the approval of Agenda Item No. 19 (On-Call Construction Management and Engineering/Inspection Services – Master Agreements Award/Ratification).

Action on Recommended Consent Items

Mr. Roberts moved to approve Consent Agenda Item Nos. 6 – 20. Ms. Bragg seconded the motion, and the vote was 14 to 0 in favor with Mr. Cunningham absent.

NOTICED PUBLIC HEARINGS (TAKEN OUT OF ORDER)

25. Public Hearing for Transit Optimization Plan Major Service Changes (Denis Desmond)

Mr. Jablonski stated that it has been ten years since MTS conducted the Comprehensive Operations Analysis (COA) which made dramatic changes to the system. He stated that the Transit Optimization Plan (TOP) is a refinement to the COA. Mr. Jablonski noted that this has been a yearlong process of MTS staff working with Transit Management & Design (TMD). He stated that MTS's ridership has declined, which has created a \$5 million budget hole, and there have been changes to the service area over the last ten years. There are various options when these situations arise including cutting service, raising fares or try to optimize the system by reallocating resources and increasing ridership organically to help cut the budget deficit. The TOP looks to optimize the service rather than looking to cutting mass service and increasing fares. He stated that the plan presented today makes changes to over 65 routes. Mr. Jablonski stated that the key to keeping people on transit is not only to have transit go where they need to go, but to do it faster and more frequently, which the TOP aims to do. He stated that there are two alternatives including a cost neutral alternative or an investment of \$2 million in the service. Mr. Jablonski noted that the fare study is still being conducted by SANDAG and will be brought to the Board in the fall for review.

Sharon Cooney, Chief of Staff, provided a brief overview of what was included in the Board packets related to the TOP. Ms. Cooney stated that the final TOP approval date is anticipated to be at the September Board meeting. She noted that the proposals heard today may not necessarily be the same proposals recommended in September. Ms. Cooney said they are not asking for a decision today and that they are looking for feedback and additional public comments. She introduced Russ Chisholm and Katie Persons from TMD. Mr. Chisholm provided a background on the process of the TOP. He stated that many transit agencies go through this process about every ten years. He said TMD wanted to address MTS service challenges experienced by riders and non-riders. He stated that they looked at changing the service to become more attractive and easier to use for riders. Mr. Chisholm said that increasing frequencies and reducing transfers make transit more attractive to riders. He stated that the TOP was a chance to refresh the system from a market service standpoint. Ms. Cooney stated that today's presentation will show subsidy neutral alternatives and full TOP alternatives.

Denis Desmond, Manager of Planning, continued the presentation and reviewed the overall recommendations for the proposals which have one or more of the following: reinvestment of resource from low-ridership routes/segments to higher ridership/demand services; streamlining of routes for faster passenger travel times; improving network connectivity; and reducing very long routes for better reliability. He stated that he will go through two packages where some proposals are interdependent, proposed and presented as a package, and other proposals standalone, but have an impact on overall TOP cost and ridership. He reviewed the frequent service network as it currently stands and the proposed network. Mr. Desmond reviewed proposals for Routes 1, 7, 52 (La Mesa/Mid-City); Routes 701, 703, 704, 707, 709 (Chula Vista); Routes 204, 235, 237 (I-15/University City); Routes 815, 816 (El Cajon); Routes 962, 963, 967, 968 (National City/Paradise Hills); Routes 27, 44, 50, 105, 120 (Clairemont/Kearny Mesa); Routes 14, 854 (Grantville, La Mesa); Routes 35, 923 (Ocean Beach, Point Loma); Routes 905, 950 (Otay Mesa); Routes 856, 936 (Rancho SD Village, College Grove); other changes with frequency improvements including Routes 3, 5, 13, 906/907, 955, 992; other changes with route streamlining including Routes 20, 25, 832, 851, 874/875; other changes with route splits including Routes 11, 864; other changes with route reductions including Routes 8, 9, 894, 901, 929, 944; and other changes with route discontinuations including Routes 18, 83, 84, 834, 870, 871/872, 945A.

Ms. Cooney discussed the SB 1 potential which would provide up to \$6 million in additional annual operating funds. The potential of SB 1 would be considered in conjunction with recommendations of the upcoming fare study. SB 1 would provide potential service improvements including trolley frequency improvements; expansion of the Rapid network; and pilots for new bus routes. She noted that there is a risk of SB 1 being repealed in 2018 jeopardizing any service increases. Ms. Cooney provided the recommendation for today which is to receive a report on proposed major service changes; receive public testimony; and provide direction to staff for any changes prior to approval at a later Board of Directors meeting planned for September 2017.

PUBLIC COMMENTS

Clive Richard – Mr. Richard commented that he likes the proposals for Routes 1, 11, 14 and 235.

Jacqueline Brown – Ms. Brown commented on route 83 and asked for the continuation of the route. She said that The Meeting Place members and employees utilize this bus route as well as other community members in the neighborhood. She said that if this route was discontinued, it would be difficult for people to walk the distance to the Middletown Trolley Station.

Martha Welch – Ms. Welch commented on route 967 and said she is concerned about service to the senior buildings. She stated that she likes the proposals for routes 3 and 12.

Paul Williams – Mr. Williams commented that he is opposed to cutting route 83. He stated that he uses it to get to routes 10 and 11.

Debra McCann – Ms. McCann stated that she support the proposals for route 3. She commented that the older buses have issues with the ramps and would like to see those updated if possible.

Monique Bernard – Ms. Bernard commented on routes 18 and 14. She stated that she takes the route 18 to get to work and without the route, it would be a very long walk for her to get to work.

Gerrie Trussell – Ms. Trussell commented on behalf of the Uptown Parking District. She stated that they are opposed to cutting service on route 83. She stated that cutting service would have a negative and isolating impact on Mission Hills residents. Ms. Trussell stated that they are currently conducting parking studies in the area to invest in the community and promote public transit. She encouraged the Board to keep route 83 and implement the full TOP option, which would also save route 84 too.

Linda Artiaga – This speaker was not present.

Sidney Michael – Mr. Michael commented the he supports the proposals for routes 7, 52 and 955.

Esperanza Gonzalez – Ms. Gonzalez commented that City Heights is central area of the city and needs more frequent bus service. She said that residents will feel safer and less rushed having a more frequent bus schedule and more buses at night.

Maria Cortez – Ms. Cortez commented the she supports the proposals for routes 13, 235 and 955. She asked to please increase the route 13 service to 12 minutes all day. She stated that she is happy to see City Heights getting more service.

Caleigh McLaughlin – This speaker was not present.

Judith Mandel – Ms. Mandel commented that she wants to see the route 10 stop at University and Alabama stay in place because there is a shelter and a safe crosswalk. She recommended providing riders a coupon to transfer between routes 7 and 52. Ms. Mandel stated that TeleInfo staff are great.

Robert Grijalva – Mr. Grijalva stated that he has concerns with the connections between routes 44, 105 and 120. He stated that there are maintenance issues on the 300-series buses and drivers need additional training in applying the brakes. He also stated that there are some security issues at Kearny Mesa Transit Center.

Phillip Bellen – Mr. Bellen commented that he is pleased with the implementation of Compass Cash. He also commented on route 83 and asked if there were studies done on the riders and their use of the route. Mr. Bellen stated that the First Transit buses are uncomfortable and are harder for disabled people to get in and out of the buses.

Sharon Gehl – Ms. Gehl commented on route 83 and stated that it is the only bus that serves both north and south Mission Hills. She stated that she is opposed to cutting route 83. She stated that on the website it says that MTS's cost per passenger is lower than other cities and those cities don't cut as much service.

Steven Ferguson – Mr. Ferguson stated that he wants route 871/872 to be maintained.

Lorraine Leighton – Ms. Leighton stated that she wants route 871/872 to be maintained. She said for route 816, consider an 816A route going up Main Street and an 816B route going up Washington. She said she is opposed to cutting routes 83 and 84.

Suzanne Gegna – Ms. Gegna commented that she supports route 854. She stated that she uses routes 14 and 854 frequently and so do other residents. She said that the walk from Baltimore to Jackson is a long walk and many people cannot walk that far. Ms. Gegna recommended considering a loop for route 14 via Lake Murray and Jackson.

James Anderson – Mr. Anderson commented on routes 832 and 834. He stated that he agrees with cutting off the Los Ranchitos loop, however he suggested moving the 2nd Street stop to Magnolia so the disabled students at Santana High School can use that route. Mr. Anderson asked for route 834 to not be discontinued, but cutting out a lot of the stops along Prospect and moving the stops coming back down Mission Gorge instead of Prospect. He stated that if route 834 was cut, there would be problems with MTS Access buses servicing the area due to the ³/₄ mile pick up rule.

Martina Valencia – Ms. Valencia commented on behalf of over 300 residents and commuters regarding route 894. She asked for MTS to please keep the route 894 service to Parkway Plaza in El Cajon. She stated that it is a severe inconvenience without that bus stop.

Joe Sabala – Mr. Sabala stated that he is a disabled veteran and rides route 851. He said that he lives on Kenwood with a stop right outside of his house. He asked to please keep the service on Kenwood.

Cynthia Eckenroth – Ms. Eckenroth commented on route 864. She stated that route 838 must make a scheduled connection with route 864 at East County Square. She said that if route 864 is late, the route 838 could take off and leave riders waiting for an hour until the next bus arrives.

Elizabeth Williams – Ms. Williams commented on route 854. She stated that she uses the route 854 at Lake Murray Blvd. and Cowles Mountain Blvd. along with senior citizens and college students in the area. She asked that route 854 not be discontinued.

John Coffee – Mr. Coffee stated that he lives on Lake Murray and Baltimore and uses the route 854 several times per week. He asked that route 854 stay in service.

Aaron Seavey – Mr. Seavey proposed to combine routes 14 and 18 and run it seven days per week. He also asked to keep routes 856 and 936 going into College Grove Drive.

Jaime Garcia – Mr. Garcia commented on the route 14 proposal. He said that he bought a condo at the top of Rancho Mission Road because of the bus service in front of the condo. He stated that he cannot walk up the hill and would be stranded without that service.

Julie Zimmerman – Ms. Zimmerman commented on route 874/875. She asked for the route 874/875 to be kept as is in Granite Hills. She said that route serves a day program for people with physical and developmental disabilities. She stated that it would be very difficult for them to cross the intersection at Lexington and Jamacha if the service is changed, because it is not a pedestrian friendly intersection. Ms. Zimmerman also said the route services Granite Hills High School special education students.

Robin Washington – Mr. Washington commented on route 832 and asked for the route to have extended hours. He stated that he has to walk three miles to his house after route 832 stops running service for the day. He asked for MTS to extend the hours for route 832. He also said that he knows people with disabilities on the Los Ranchitos loop and asked for that service to continue.

Sharlene Ornelas – Ms. Ornelas stated that she would like to keep route 1 and 7 as is. She said that the proposal requires new transfers between El Cajon Blvd. and Grossmont, and since transfers are no longer available people would end up paying more to ride. She also said that transferring at Allison and Spring Street is difficult for people who are blind.

Paul Holloway – Mr. Holloway commented on route 870. He stated that the route 870 connects East County with route 235. He stated that the commutes from Santee would increase by 45 minutes if people wanted to use route 235. He proposed keeping route 870 or in-lieu of that, create a shuttle service from Mission San Diego on the Green Line to the route 235 in Kearny Mesa.

Debbie Cook – Ms. Cook stated that she teaches at Grossmont College and often takes route 854. She said that if that route is eliminated, she would have to walk 30 minutes to the route 115 stop. She stated that there is low ridership because route 854 departs Grossmont College three minutes after class ends, so students don't have enough time to catch the bus.

Elaine Root – Ms. Root commented that she is opposed to route 14 bypassing the 70th Street trolley. She said route 854 problems are compounded by the proposal. She said that the route 854 is very important for her and for other residents in the area.

Judith Mandel – Ms. Mandel stated that she believes it's important for the public to have a chance to comment on the notes from this meeting, so that staff would have additional input and clarification from the public.

Yolanda Maldonado – This speaker was not present.

Joe Barry – Mr. Barry commented that he rides route 832. He said that he would like to keep the route 832 in service at Woodglen Vista and Magnolia.

Lynn Parrish – Ms. Parrish stated that MTS has an Accessible Services Advisory Committee that meets quarterly and invited the public to attend. She stated that she serves as an alternate on the Committee. She commented that she does not support the proposal for routes 50 and 105. She stated that if they have to make these changes, to please have route 50 run at least every hour.

Josephine Wise – Ms. Wise stated that she is a Bay Park resident and is opposed to the proposal for route 105. She stated that she has a disabled son that uses the route 105 every day to get to work.

Trina Tauer – Ms. Tauer commented on routes 8, 9, 25, 41, 44 and 120. She said to consider the impact on the disabled community with the changes, especially route 44. She said that many of the riders on route 44 are wheelchair bound and transferring buses are very difficult. She also stated that she has issues with connections at the Old Town Transit Center.

Joann Pangalos – Neil Wise spoke on behalf of Joanne Pangalos. He said that he rides route 105 every day and asked to please keep the service on Milton Street.

Brad Vogt – Mr. Vogt commented that he is opposed to the route 44 proposal. He also stated that there needs to be a bus shelter at Clairemont Mesa Blvd. and Shawline.

Michael Crosby – Mr. Crosby commented on routes 35 and 923. He stated that he is opposed to the Ocean Beach changes because the route 923 service would end early at 7:00pm. He stated that he is also opposed to cutting the route 923 service on weekends too. Mr. Crosby commented that 15 minutes frequency on route 35 will cause too many buses to pile up at Cable and Newport.

Greta Pahamel – Ms. Pahamel commented on route 854. She said that she is opposed to cutting route 854, because a lot of people use it to get to work and grocery shopping.

Lori Kearns – Ms. Kearns commented on route 44. She said that she is opposed to route 44 changes and that the impacts would be to a large number of senior residents. She asked for each Board Member to try riding the bus every day to see what it's like for frequent riders.

Amy Eppert – Ms. Eppert stated that she is a student at Pt. Loma Nazarene University and commented on route 84. She stated that proposed express trips should have a stop at the University for the students, staff and community workers to utilize.

Rick Ivkovich – Mr. Ivkovich commented on route 84. He stated that he takes route 84 to the Cabrillo National Monument. He said that route 84 would discontinue access to the Monument

for anyone that doesn't have a car or is a tourist. He asked for staff to consider alternatives for the route including running it every 2 hours or only running it on weekends.

Jose Medina – Mr. Medina commented on route 963. He said that he uses a wheelchair and is okay to access a bus stop on Euclid, but going home is harder because it is too steep.

Beda Cruz – Ms. Cruz asked for route 967 to stay in service and go to the top of Mariposa Place. She stated that hill is very steep and service is already difficult due to low frequency.

Marc Marconi – This person did not speak.

Randy Van Vleck – This person did not speak.

Patricia Winchester – Ms. Winchester commented on route 832 and asked for the service to not be discontinued. She stated that she is disabled and needs the service for transportation.

Denise Samuels – Ms. Samuels commented on routes 1 and 7. She said that route 7 should not be divided because transfers are difficult in San Diego, which doesn't make riding transit attractive to the public.

Patricia Paylor – Chairman Mathis read Ms. Paylor's comments from her public comment sheet on her behalf: "It is important that the 83 bus morning schedule remains at its original times. Many get to work in an otherwise unserved area in those morning hours. Thank you."

Jill Monroe – Ms. Monroe commented on route 84 on behalf of Pt. Loma Nazarene University. She asked for route 84 to be maintained. She also requested to at least have a stop at the University for the express trips.

Kathleen Evans-Calderwood – Ms. Evans-Calderwood commented that MTS did not do their due diligence in planning or in announcing the public hearing. She said that MTS needs to hold another public hearing. She stated that she opposes cuts to route 84. She also stated the route 13 has been problematic in servicing City Heights residents traveling to National City and back. She said that these cuts are going to prevent people from getting to Kaiser Hospital and Paradise Valley Hospital.

Gwendolyn McNeal – This person did not speak.

Linda Artiaga – This person did not speak.

Mary Christensen – This person did not speak.

BOARD COMMENTS

Ms. Zapf commented on bus routes 83 and 84. She stated that she and Councilmember Chris Ward do not want route 83 to be discontinued. She also stated that she would take her concerns related to route 84 offline to discuss possible alternatives with staff. Ms. Zapf stated that she wants Pt. Loma Nazarene University to have transit options. She said that she would like service to continue to Cabrillo National Monument on holidays. Ms. Zapf said she is

concerned about the discontinuation of Saturday service on route 923. She asked for staff to consider other options for route 105 instead of making cuts to the service.

Mr. Alvarez commented on the rerouting of Route 11. He stated that he wants to follow up on community requests to consider moving the route from Logan to National. He commented on possibly adding shelters and benches to help increase ridership. Mr. Alvarez inquired if staff could share the monitoring efforts of the proposed changes at future meetings to see how the changes are doing after implementation. Mr. Jablonski stated that staff will include TOP monitoring reports as a quarterly report to the Board after implementation.

Mr. Hall stated that he has concerns with the proposals for routes 832 and 834. He asked if staff had spoken with the City of Santee about these proposals. Mr. Desmond stated that staff spoke with the City of Santee Traffic Engineer and Director of Planning. Mr. Hall suggested that MTS schedule a meeting to meet with him and the City Manager about the proposals.

Ms. Cole asked for more explanation on reducing long routes. Mr. Desmond replied that reducing long routes means shortening the length of the route, and not the frequency or span of service. Ms. Cole also stated that she would like to see sufficient time taken to ensure the project is done right and that the many public comments and suggestions are taken into consideration.

Ms. Gomez commented that in her district she has heard positive things about the proposed changes. She stated that she would like to see an effort to keep route 84. She commented on route 854 and asked that other options be considered to keep the route. She also stated that she would like to see more benches, shelters and trash cans at bus stops. Ms. Gomez commented that she is leaning towards supporting the full TOP alternative option.

Mr. Goble inquired about route 874/875. He stated that he is concerned about the special education students and adult education students at Granite Hills High School which rely on this route for transportation. He also asked how cutting a segment of that route would net in an increase in ridership. Ms. Cooney said that the route will become more streamlined and more efficient for other passengers which net an increase of ridership. She stated that routes which deviate, or are too long, result in passengers deciding to no longer use transit due to travel time and unreliability. Mr. Desmond also stated that the revised route will also stop at a main street and is expected to attract more riders.

Mr. Cunningham commented on route 944. He stated that he appreciated the increased service in the midtown area, he opposes cutting the service down Garden Road. He suggested limiting the loop on Garden Road and making an alternative stop to help provide access to people in that area. Mr. Cunningham also commented on route 945A. He stated that he wants to see data specific to the discontinuation of route 945A. Mr. Cunningham said that route has many riders who are developmentally disabled trying to get to school and they do not have alternative modes of transportation.

Mr. Sandke suggested that mobility issues be taken into consideration when making decisions for the proposed changes. He stated that he is leaning towards supporting the full TOP alternative option. Mr. Sandke said he will email specific comments on routes to staff. He asked for staff to consider other senior transportation service options. He also stated that he supports maintaining service on route 83.

Ms. Rios commented on routes 44 and 854. She stated that she would like to see alternative options for these routes and to consider seniors and disabled riders. She commented on route 963 and said that she is concerned about wheelchair users on Granger Avenue. She noted that the City of National City is proposing to make Granger Avenue a one-way street. Ms. Rios stated that she wants to keep route 967 service on Mariposa Place. She also noted that she is leaning towards supporting the full TOP alternative option.

Ms. Bragg commented that she has concerns about routes 14, 44, 84, 832, 854, 870, 963, and 967. She stated that she is leaning toward supporting the full TOP alternative option. Ms. Bragg asked for staff to please consider the comments provided by the disabled community. She said to look into the scheduling and connection issues that were raised. Ms. Bragg also commented that she has received requests for a route 901 express.

Mr. Diaz commented that he agrees with adding more shelters and benches, and said that comfort on buses is also important for the riders. He stated that he has concerns with route 854 proposals. Mr. Diaz recommended staff looking into which resources are available after the cuts are implemented and to consider the implication to the riders and communities. He asked for staff to look into expanding service hours in certain areas. He commented on route 963 and the challenges people will have having to walk up the hill. Mr. Diaz also asked staff to look at route 704. He said he likes realigning the route to 3rd Avenue, but would like to see the route maintained on E Street.

Action Taken

No action taken.

CLOSED SESSION

24. Closed Session Items

The Board convened to Closed Session at 12:02 p.m.

- a. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6 <u>Agency</u>: San Diego Trolley, Inc. ("SDTI") <u>Agency-Designated Representative</u>: Jeff Stumbo <u>Employee Organization</u>: Public Transit Employees Association (Representing Train Operators, Mechanics, Servicepersons and Clerical Staff at SDTI)
- b. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6 <u>Agency</u>: San Diego Transit Corporation ("SDTC") <u>Agency-Designated Representative</u>: Jeff Stumbo <u>Employee Organization</u>: Amalgamated Transit Union, Local 1309 (Representing Bus Operators and Clerical Staff at SDTC)

- c. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6 <u>Agency</u>: San Diego Trolley, Inc. ("SDTI") <u>Agency-Designated Representative</u>: Jeff Stumbo <u>Employee Organization</u>: Transit Enforcement Officers Association (Representing Code Compliance Inspectors)
- d. CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8 <u>Property</u>: 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 <u>Agency Negotiators</u>: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets <u>Negotiating Parties</u>: Baja California Railroad, Inc. (BJRR) <u>Under Negotiation</u>: Price and Terms of Payment under Desert Line Lease and Operating Agreement

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

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report and gave instructions to negotiators.
- b. The Board received a report and gave instructions to negotiators.
- c. The Board received a report and gave instructions to negotiators.
- d. The Board received a report and gave instructions to negotiators.

DISCUSSION ITEMS

30. None.

REPORT ITEMS

46. Operations Budget Status Report for May 2017 (Mike Thompson) (TAKEN OUT OF ORDER)

This report was waived.

Action Taken

Mr. Cunningham moved to waive the Operations Budget Status Report for May 2017. Ms. Cole seconded the motion, and the vote was 10 to 0 in favor with Mr. Alvarez, Mr. Arambula, Mr. Arapostathis, Mr. Hall, and Ms. Gomez absent.

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45. Fare Collection Update (Sharon Cooney)

Sharon Cooney, Chief of Staff, provided an update related to the Fare Collection system. She introduced Israel Maldonado, the new Fare System Administrator for MTS. Rob Schupp, Director of Marketing and Communications, continued the presentation. He discussed the launches of Compass Cloud and Compass Cash. He stated that Compass Cloud, the mobile ticketing application, launched on March 30th, and Compass Cash, or stored value, launch on June 28th. He presented a demonstration video of the Compass Cloud application. Mr. Schupp stated that MTS has had an aggressive marketing campaign for both Compass Cloud and Compass Cash. Lastly, he reviewed the transactions and revenue results since the launches.

Ms. Cooney discussed the Next Generation Fare Collection System. She stated that the current fare collection system is out of date and at the end of its useful life. Ms. Cooney stated that the future fare collection system will be an account based system; have integrated mobile ticketing; be nonproprietary with open architecture; have the ability to integrate with multiple hardware options; have better financial and data tools; and have greater flexibility in the fare policy. Ms. Cooney discussed the planning process for system modernization. She stated that MTS staff launched a process for deciding what to do next with the fare collection system in 2014. Ms. Cooney noted that we hired CH2M, a leading fare collection consulting expert in the nation, in 2016. She reviewed the Concept of Operations document and development process. She noted that the Concept of Operations document is a living document and will be updated continuously. She reviewed the various systems that will need to be procured for the new system. Ms. Cooney discussed details of the two step strategy core procurement process. Lastly, she reviewed the project's next steps going forward.

Mr. Diaz commented that he has had issues in the past trying to obtain and use compass cards from the ticket vending machines. He recommended to staff to ensure that the new machines are easy to use and intuitive for riders.

Action Taken

No action taken. Informational only.

60. Chairman's Report

There was no Chairman's Report.

61. Chief Executive Officer's Report

There was no Chief Executive Officer's Report.

62. Board Member Communications

Mr. Diaz commented that he was pleased to see the great results reported on the Disadvantaged Business Enterprise (DBE) item in the Board packet.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is September 21, 2017.

65. Adjournment

Chairman Mathis adjourned the meeting at 12:44 p.m.

Chairperson San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

General Counsel San Diego Metropolitan Transit System

SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS ROLL CALL

MEETING OF (DA	TE):	July 20, 2017		CALL TO ORDER (TIME):		
RECESS:				RECONVENE:		
CLOSED SESSION	l:	12:02 p.m.		RECONVENE:	12:22 p.m.	
PUBLIC HEARING		9:14 a.m.		RECONVENE:	11:30 a.m.	
ORDINANCES AD	OPTED			ADJOURN:	12:44 p.m.	
BOARD MEMBER (Alternate)				PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)	
ALVAREZ		(Cate)		9:03 a.m.	11:40 a.m.	
ARAMBULA		(Mendoza)		9:00 a.m.	11:46 a.m.	
BRAGG		(Spriggs)		9:00 a.m.	12:44 p.m.	
COLE		(Cate)		9:00 a.m.	12:44 p.m.	
CUNNINGHAM	\boxtimes	(Mullin)		9:15 a.m.	12:44 p.m.	
GOMEZ		(Cate)		9:00 a.m.	12:22 p.m.	
HALL	\boxtimes	(TBD)		9:00 a.m.	12:22 p.m.	
MATHIS				9:00 a.m.	12:44 p.m.	
MCCLELLAN		(Goble)	\boxtimes	9:00 a.m.	12:44 p.m.	
MCWHIRTER		(Arapostathi	s) 🛛	9:00 a.m.	12:22 p.m.	
RIOS	\boxtimes	(Sotelo-Solis	s) 🗆	9:00 a.m.	12:44 p.m.	
ROBERTS		(Cox)		9:00 a.m.	12:44 p.m.	
SALAS		(Diaz)		9:00 a.m.	12:44 p.m.	
SANDKE	\boxtimes	(Donovan)		9:00 a.m.	12:44 p.m.	
ZAPF	\boxtimes	(Cate)		9:07 a.m.	12:44 p.m.	

Julia Luer

SIGNED BY THE CLERK OF THE BOARD:

CONFIRMED BY THE GENERAL COUNSEL:



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

September 21, 2017

SUBJECT:

LEASE AGREEMENT WITH PACIFIC AXE, LLC AT 1695 MAIN STREET, SAN DIEGO

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute a Lease Agreement with Pacific Axe, LLC for a lease at 1695 Main Street, San Diego.

Budget Impact

The total rent revenue for the initial 3-year lease term covered by the proposed lease agreement (September 2017 through September 2020) amounts to \$191,454 credited to the Land Management budget.

DISCUSSION:

Pacific Axe, LLC (Lessee), seeks approval of a proposed lease agreement to lease approximately 10,800 square feet in "Bay 2" in the MTS warehouse at the above referenced address. MTS purchased the warehouse property in 2013 to hold for future expansion needs. In order to keep the property available for potential MTS needs, it has been advertised and marketed for short term uses instead of long term tenants.

The Lessee's use for this lease space would be a recreational sporting venue for supervised hatchet throwing in accordance with the rules established by the National Axe Throwing Federation (www.nationalaxe.com). There are over 20 venues like this in the U.S. and more than 30 venues in Canada. One of the Lessee business partners is a former CEO of AMF Bowling which operated hundreds of bowling centers worldwide.

The Lessee has reviewed the proposed lease agreement and is agreeable to the provisions of this agreement. The proposed lease agreement uses MTS's current standard form lease agreement. With the expectation that the proposed lease

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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

agreement will be approved, the Lessee is required to obtain a Right of Entry Permit from MTS to make some tenant improvements for their venue facility at the proposed lease space. Once the initial 3-year lease term expires, the lease will continue on a six (6) month to six (6) month basis until cancelled by either party. MTS and Lessee shall each have the right to cancel this Lease upon one hundred and eighty (180) days written notice to the other party for any reason or for no reason. The rent is subject to a cost of living adjustment (COLA) of 3% per year over the amount paid the previous lease year.

<u>/s/Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, <u>Sharon.Cooney@sdmts.com</u>

Attachment: A. Proposed Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of this day of ______, 2017 ("Commencement Date"), by and between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM, a California public agency ("MTS") and PACIFIC AXE, LLC ("Lessee").

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, MTS hereby leases to Lessee, and Lessee hereby leases from MTS, the premises described below upon the following terms and conditions:

ARTICLE 1

LEASE OF PREMISES

MTS hereby leases to Lessee and Lessee hereby leases from MTS, for the rent and upon the covenants and conditions hereinafter set forth, the premises ("Premises") consisting of that certain real property described as follows: Bay 2 at 1695 Main Street, San Diego, CA 92113, being a portion of Assessor's Parcel No. 538-210-25-00 and consisting of approximately 10,800 square feet.

All of said leased real property, including the land all improvements therein, is hereinafter called the "Premises", and is outlined on the exhibit marked Exhibit "A" attached hereto and by this reference incorporated herein.

ARTICLE 2 TERM

The term of this Lease shall be for three (3) years hereinafter called the "Initial Term" commencing on the Commencement Date. Once the Initial Term expires the lease will continue on a six (6) month basis until cancelled by either party. MTS and Lessee shall each have the right to cancel this Lease upon one hundred and eighty (180) days written notice to the other party for any reason or for no reason.

ARTICLE 3 RENT

3.1 <u>Base Monthly Rent</u>. Lessee shall have three (3) months free rent for tenant improvements, commencing on the Commencement Date. Subject to the rental adjustment as provided in Section 3.2, Lessee shall pay as rent for the use and occupancy of the Premises the sum of five thousand six hundred and sixteen Dollars (\$5,616.00) per month. Lessee shall pay said rent in advance, on the first day of each calendar month ("Rent Due Date"), without setoff, deduction, prior notice or demand, commencing on three (3) months after the Commencement Date. Should the Commencement Date be a day other than the first day of a calendar month, then the rent for such first fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month and at an amount equal to one thirtieth (1/30th) of the said monthly rent for each such day, and thereafter shall be computed and paid as aforesaid.

3.2 Rental Adjustment. The monthly rent shall be increased annually beginning on the first anniversary of the Lease Commencement Date, and each year thereafter, the yearly rent will increase by three percent (3%) over the rent paid the previous year.

3.3 <u>Delivery of Rent Payments</u>. All rent due under this Lease shall be made payable to MTS, and shall be considered paid when delivered to:

MTS Attn: Finance Department 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

MTS may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the rent payments. MTS may, but is not obligated to, send monthly rent invoices to Lessee.

3.4 Common Area Utility Expenses. In addition to the utilities and services described in Section 5.1 to be paid by Lessee, Lessee shall be responsible for a pro rata share of electricity, water, burglar/fire alarm, and lighting of the Common Area Utilities of the entire warehouse building, parking and grounds where the Lessee's Premises is located. Lessee's pro rata share of said Common Area Utilities shall be 12% based on the square footage leased and will be billed on a monthly basis and payable in the monthly amount of \$130.50 with the payable base rent. Said Common Area Utility expense is also subject to the COLA of 3% per year over the amount paid the previous lease year.

3.5 Failure to Pay Base Monthly Rent or Additional Rent; Late Charge.

a. If any such monthly rental is not received by MTS within fifteen (15) calendar days following the due date, Lessee shall immediately pay to MTS a late charge equal to five percent (5%) of such overdue amount. Should Lessee pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent due hereunder, MTS' acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to such nonpayment by Lessee nor prevent MTS from exercising all other rights and remedies available to MTS under this Lease or under law.

b. In the event of a dispute between the parties as to the correct amount of Base Monthly Rent or Additional Rent owed by Lessee, MTS may accept any sum tendered by Lessee in payment thereof, without prejudice to MTS' claim as to the proper amount of rent owing. If it is later determined that Lessee has not paid the full amount of rent owing, the late charge specified herein shall apply only to that portion of the rent still due and payable from Lessee. Notwithstanding any provision of this Section to the contrary, however, MTS may waive any delinquency payment or late charge upon written application of Lessee.

ARTICLE 4 POSSESSION AND USE

4.1 <u>Permitted Uses</u>. Lessee shall use the Premises solely as a recreational sporting venue for supervised hatched throwing in accordance with the rules established by the National Axe Throwing Federation (www.nationalaxe.com). Lessee shall make no other use of the Premises absent the prior written consent of the Lessor. No one other than Lessee, its agents, volunteers and employees, or any sublessee of Lessee approved by MTS as provided in Article 12, "Assignment and Subletting," below, is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, volunteers and employees and sublessees, if any, on the Premises.

4.2 <u>Duties and Prohibited Conduct</u>. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of MTS that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term, regulating the use by Lessee of the Premises. Lessee shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods and/or services, which, in the sole discretion of MTS, are inconsistent with the permitted uses of the Premises pursuant to this Lease. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

4.3 Compliance With Stormwater Laws. Lessee's use of the Premises is subject to federal, state and local laws regarding the discharge into the stormwater conveyance system of pollutants. Compliance with these laws may require Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices; water or pollutant management practices; physical site features; or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Lessee's use of the Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Lessee is required and agrees to use, operate, maintain, develop, redevelop and retrofit the Premises, as necessary, in accordance with all applicable federal, state and local laws restricting the discharge of nonstormwater at or from the Premises; and all such laws, regulations, or local guidance requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Lessee further agrees to develop, install, implement and/or maintain at Lessee's sole cost and expense, any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations or guidance.

Lessee understands and acknowledges that the stormwater and non-stormwater requirements applicable to Lessee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable

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based on changes in Lessee's activities or development or redevelopment by Lessee or MTS. Lessee shall perform and record annual stormwater training, perform and record regular stormwater self-inspections, and maintain and provide all necessary stormwater documentation to stormwater auditors.

Lessee shall develop, install, implement, and maintain such additional BMPs and/or other pollution control practices at the Premises at Lessee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Lessee shall comply with the more restrictive provision. If MTS receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with applicable stormwater laws as set forth in this Article, Lessee shall reimburse MTS for the entire fine amount.

ARTICLE 5 UTILITIES

5.1 <u>Utility Services</u>: Lessee agrees to provide and pay for all of the utilities and services necessary for the occupancy and use of the Premises, including, but not limited to, gas, water, electricity, trash, sewage charges or septic service, and telephone. MTS shall have no responsibility either to provide or pay for such services.

5.2 <u>Energy Conservation by Lessee</u>: Lessee shall be responsible for promoting energy conservation measures in the operation of all activities at the Lease premises. Lessee shall cooperate with the Landlord in all forms of energy conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Lessee shall comply with all existing and newly-enacted laws, by-laws, regulations, etc., relating to the conservation of energy. Lessee shall comply with all reasonable requests and demands of the Landlord pertaining to the installation and maintenance of energy conservation systems, fixtures, and equipment.

ARTICLE 6 MECHANICS' LIENS

Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after it is filed. Lessee shall indemnify, defend and hold MTS harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee.

ARTICLE 7 SECURITY

Lessee shall be responsible for and shall provide for the security of the Premises, and MTS shall have no responsibility therefor.

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ARTICLE 8 TAXES, ASSESSMENTS AND FEES

8.1 <u>Responsibility for Payment of Taxes and Assessments</u>. MTS shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

8.2 <u>Definition of "Taxes"</u>. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

8.3 <u>Creation of Possessory Interest</u>. Pursuant to the provisions of Revenue and Taxation Code section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 9 REPAIRS; MAINTENANCE

9.1 <u>Acceptance of Premises</u>. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that MTS has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.

9.2 <u>Lessee's Repair and Maintenance Obligations</u>. Lessee shall at all times from and after the Commencement Date, at its own cost and expense, repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof, including, without limitation, the following as applicable: the roof; the heating, ventilation and air conditioning system; mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these

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duties); all Fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, lock and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Lessee's obligations hereunder shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee, its agents, employees, invitees, visitors, sublessees or contractors. All replacements made by Lessee in accordance with this Section shall be of like size, kind and quality to the items replaced and shall be subject to MTS' approval. Upon surrender of the Premises, Lessee shall deliver the Premises to MTS in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear. Lessee shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition.

As part of the initial tenant improvements, Lessee shall be responsible for making any upgrades to the bathroom facilities, and other possible improvements within the Premises that may be necessary. Said improvements shall be in compliance with the Americans with Disabilities Act (ADA) and code requirements.

Lessee shall not, without MTS' prior written consent (which shall not be unreasonably withheld, conditioned, or delayed), make any alterations, improvements or additions to the Premises, whether structural or non-structural. Any such improvements, excepting movable furniture and trade fixtures, shall become part of the realty and belong to MTS; provided, however, that MTS may require the removal of any such alterations, improvements or additions as a condition to granting MTS' consent. All alterations, improvements or additions shall be accomplished by Lessee in a good and workmanlike manner, in conformity with all applicable laws and regulations.

The exercise of any and all rights provided by this Lease is subject to the requirement that Lessee's contractors and agents first obtain a Right of Entry Permit ("ROE Permit") from MTS prior to entry onto the Premises for the construction any tenant improvements or maintenance of the Premises. The ROE Permit requires that Lessee's contractors and agents procure and maintain in force at all times during the construction contract, the insurance described in the ROE Permit. MTS shall timely process any applications required to obtain the ROE Permit, and shall not unreasonably deny or delay the issuance of such ROE Permit. Lessee's contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS' representatives.

9.3 <u>Lessee's Failure to Maintain</u>. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to MTS, MTS may, upon giving Lessee reasonable written notice of its election to do so, make such repairs or perform such maintenance on behalf of and for the account of Lessee. If MTS makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to MTS, as additional rent, promptly upon receipt of an invoice therefore.

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9.4 <u>Right to Enter</u>. Lessee shall permit MTS, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein that (a) may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) MTS may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from MTS, and (c) MTS may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any MTS constructed or owned facilities on or off of the Premises. Nothing herein shall imply any duty on the part of MTS to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall MTS' performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If MTS exercises any of its rights under this Section, Lessee shall not be entitled to any compensation, damages or abatement of rent from MTS for any injury or inconvenience occasioned thereby.

9.5 <u>MTS Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil</u> <u>Code Section 1942</u>. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the MTS under this Lease.

ARTICLE 10 INDEMNITY AND INSURANCE

10.1 Lessee's Indemnity. MTS shall not be liable for, and Lessee shall defend and indemnify MTS and the employees and agents of MTS (collectively "MTS Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of MTS Parties. Lessee shall have no obligation, however, to defend or indemnify MTS Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of MTS Parties.

10.2 <u>MTS' Indemnity</u>. MTS shall defend and indemnify Lessee and hold it harmless from and against any Claims related to this Lease that arise solely from any act, omission or negligence of MTS Parties.

10.3 <u>Covered Claims</u>. The obligations of Lessee and MTS hereunder to indemnify, defend and hold each other harmless shall not apply to the extent that insurance carried by Lessee or MTS, other than any program of self-insurance covers any Claim.

10.4 <u>Lessee's Insurance Obligations</u>. Without limiting Lessee's indemnification obligations to MTS under this Lease, Lessee shall provide and maintain, during the Term and for

such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "B," attached hereto.

10.5 <u>MTS' Insurance Obligations</u>. MTS maintains a policy of All-Risk Insurance covering the MTS' personal property in the Premises, including any fixtures or equipment in the Premises owned by MTS. The MTS utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

ARTICLE 11 HAZARDOUS MATERIALS

11.1 <u>Hazardous Materials Laws-Definition</u>. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., \Box 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., \Box 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., \Box 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

11.2 <u>Hazardous Materials - Definition</u>. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

a. Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

b. Is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

c. Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or

d. Is any other material or substance giving rise to any liability, responsibility or duty upon the MTS or Lessee with respect to any third person under any Hazardous Materials Law.

11.3 <u>Lessee's Representations and Warranties</u>. Lessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions unless otherwise specifically approved in writing by MTS:

a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, sublessees, assigns,

contractors or invitees, except as required by Lessee's permitted use of the Premises, as described in Section 4.1, "Permitted Uses."

b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to MTS, and to any other appropriate governmental regulatory authorities.

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises.

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without MTS' prior written consent.

f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of MTS.

g. Activities proposed by Lessee that involve disturbing asbestos materials on site shall only be conducted in accordance with all federal, state and local asbestos rules and regulations including, but not limited to, the California Occupational Safety and Health Administration (Cal/OSHA), Environmental Protection Agency (EPA) and Air Pollution Control District (APCD), with prior written consent of MTS.

Any asbestos related activities shall be performed by a contractor that is registered with Cal/OSHA and certified by the California Contractors State Licensing Board to perform asbestos work. Any asbestos related activities shall be overseen by a California Certified Asbestos Consultant (CAC), or a Certified Site Surveillance Technician under the direction of a CAC.

Replacement products used in tenant improvements or other construction activities shall not contain asbestos. Any replacement products used by Lessee shall be verified as non-asbestos products by using Material Safety Data Sheets (MSDS) and/or having the architect or project engineer verify that ACMs were not used.

h. Lessee shall promptly supply MTS with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.

i. Lessee shall promptly notify MTS of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Premises pursuant to the lien, whichever occurs first, Lessee shall either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to MTS in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to MTS in an amount not less than the sufficient to discharge the claim from which the lien arises. At the end of this lease, Lessee shall surrender the Premises to MTS free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

11.4 Indemnification by Lessee. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by MTS), reimburse and hold MTS and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by MTS) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises.

11.5 <u>Remedies Cumulative; Survival</u>. The provisions of this Article shall be in addition to any and all common law obligations and liabilities Lessee may have to MTS, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

11.6 <u>Inspection</u>. MTS and MTS' agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by MTS, may (but without the obligation or duty so to do), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as MTS and Lessee may agree. If Lessee is not in compliance, MTS shall have the right, in addition to MTS' other remedies available at law and in equity, to enter upon the Premises immediately and take such action as MTS in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. MTS will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by MTS' entry and remediation efforts. Upon completion of any

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sampling or testing MTS will (at Lessee's expense if MTS' actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by MTS' sampling and testing.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, sublease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without MTS' prior written consent. MTS may reasonably withhold its consent to any Transfer. Any attempted Transfer without MTS' consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee.

ARTICLE 13

MTS' RIGHT OF ACCESS

a. MTS, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or Lessees, (c) determine whether Lessee is complying with its obligations in this Lease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Lease requires MTS to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Lease requires MTS to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises; provided, however, that all work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible.

b. Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide MTS with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). MTS will have the right to use any means that MTS may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by MTS by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor shall the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay.

ARTICLE 14 QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, MTS covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of MTS. MTS will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the MTS.

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ARTICLE 15 NOTICES

15.1 <u>Notices</u>. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To MTS:

San Diego Metropolitan Transit System Manager of Real Estate Assets 1225 Imperial Avenue, Suite 1000 San Diego, CA 92101

To Lessee:

Pacific Axe, LLC Attn: Jon Oxidine 4530 La Portalada Drive Carlsbad, CA 92010

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

15.2 <u>Default Notices</u>. Notwithstanding anything to the contrary contained within this Article, any notices MTS is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by MTS attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing employee and by MTS mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE 16

WAIVER OF RELOCATION ASSISTANCE BENEFITS

16.1 <u>Relocation Assistance Benefits</u>. Lessee is hereby informed and acknowledges the following:

a. MTS acquired the Premises to hold for a future public project. In order to keep the Premises available to MTS, the consideration and other terms of this lease are expressly based on the short term nature of this lease term, the waiver of relocation benefits in this Article 16, and MTS's right to cancel the lease on six months' notice. b. By entering into this Lease and becoming a tenant of MTS, Lessee will not be entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. $\Box \Box$ 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code $\Box \Box$ 7270 et seq.) (collectively, the "Relocation Statutes"), should MTS at some time make use of the Premises in such a way as to "displace" Lessee from the Premises. Pursuant to the Relocation Statutes, MTS will not be obligated to make such payments to Lessee even where such displacement of Lessee may otherwise constitute a breach or default by MTS of its obligations pursuant to this Lease.

16.2 <u>Lessee's Waiver and Release of Relocation Benefits</u>. In consideration of MTS' agreement to enter into this Lease, Lessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the MTS' assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Lessee or any other entity, and releases MTS from any liability for payment of such Relocation Benefits.

ARTICLE 17 GENERAL PROVISIONS

17.1 <u>Authority</u>. Lessee represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized to do so.

17.2 <u>Brokers</u>. Lessee warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker other than the brokers acknowledged in writing by MTS make claim for monies owed, Lessee shall indemnify, defend and hold MTS harmless therefrom.

17.3 <u>Captions</u>. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

17.4 <u>Cumulative Remedies</u>. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease. Any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

17.5 <u>Entire Agreement</u>. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

17.6 <u>Estoppel Certificate</u>. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from MTS, execute and deliver to MTS a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Lessee's statement shall include other details

requested by MTS, such as the date on which rent and other charges are paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to MTS' obligations under this Lease and the nature of any such defaults. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statements within such time shall be conclusively deemed to mean that this Lease is in full force and effect, except to the extent any modification has been represented by MTS, that there are no uncured defaults in the MTS' performance, and that not more than one month's rent has been paid in advance.

17.7 <u>Exhibits</u>. All exhibits referred to herein are attached hereto and incorporated by reference.

17.8 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the MTS' occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

17.9 <u>Governing Law</u>. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

17.10 <u>Interpretation</u>. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

17.11 <u>Joint and Several Liability</u>. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

17.12 <u>Lease Administration</u>. This Lease shall be administered on behalf of MTS by the Manager of Real Estate Assets, San Diego Metropolitan Transit System or by such person's duly-authorized designee.

17.13 <u>Lessee's Lease Administration</u>. Lessee confirms that Lessee's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. Lessee shall provide MTS with a written schedule of its normal hours of business operation on the Premises, and Lessee's Lease Administrator or a representative designated thereby shall be (i) available to MTS on a twenty-four (24) hour a day, seven (7) days a week, basis, and (ii) present on the Premises during Lessee's normal business hours, to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

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17.14 <u>Liquidated Damages</u>. Any payments by Lessee to MTS under this Lease described as liquidated damages represent the parties' reasonable estimate of MTS' actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. MTS may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

17.15 <u>Modification</u>. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

17.16 <u>Partial Invalidity</u>. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

17.17 <u>Payments</u>. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee.

17.18 <u>Successors & Assigns</u>. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

17.19 <u>Time of Essence</u>. Time is of the essence of each and every provision of this Lease.

17.20 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by MTS of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. MTS' subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of MTS to a forfeiture of the Lease by reason of such breach, regardless of MTS' knowledge of such preceding breach at the time of MTS' acceptance. The failure on the part of MTS to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping MTS from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen MTS' right to insist upon Lessee's full performance of, or compliance with, any term, covenant or condition of this Lease or to inhibit or prevent MTS' exercise of its rights with respect to any default, dereliction or breach of this Lease by Lessee.

IN WITNESS WHEREOF, MTS and Lessee have duly executed this Lease as of the day and year first above written.

Lessee:

Pacific Axe, LLC

MTS:

San Diego Metropolitan Transit System

By: ________ Jon Oxidine, Chief Operating Officer

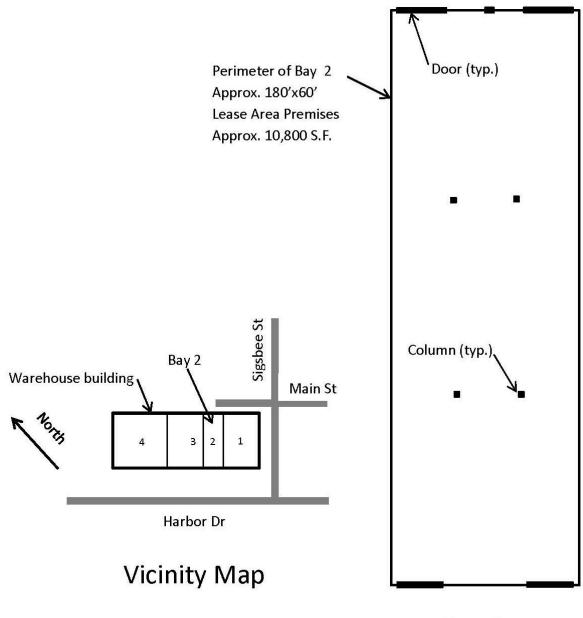
By: _____ Paul C. Jablonski, Chief Executive Officer

Attachments: Exhibits A & B

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EXHIBIT A



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EXHIBIT B INSURANCE REQUIREMENTS

1.1. <u>Commercial General Liability</u> At all times during this Lease, Lessee agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies reasonably acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements that would limit coverage for events related to Lessee's occupancy and activities on the Premises. All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear. In addition, an endorsement will be required demonstrating that the standard railroad exclusion language has been removed. Minimum policy limits shall be \$2,000,000 per occurrence and \$4,000,000 general aggregate.

1.2. <u>Automobile Liability</u> At all times during this Lease, Lessee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, non-owned, and hired vehicles. Minimum policy limits shall be \$1,000,000 combined single limit.

1.3. <u>Workers' Compensation</u> At all times during this Lease, Lessee agrees to maintain Workers' Compensation in compliance with the applicable statutory requirements and shall maintain Employer's Liability Insurance at a minimum policy limit of \$1,000,000.

1.4. <u>Property Insurance</u> At all times during this Lease, Lessee agrees to maintain Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Lessee's merchandise, fixtures owned by Lessee, any items identified in this Lease as improvements to the Premises constructed and owned by Lessee, and the personal property of Lessee, its agents and employees.

1.5. <u>Primary and Non-Contributory Insurance/Waiver of Subrogation</u>. Lessee agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required). Lessee waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

1.6. <u>Policy Provisions Required.</u> All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to MTS of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

1.7. <u>Evidence Required.</u> Within ten working days following execution of this Lease, Lessee shall have provided the MTS with satisfactory certification by a qualified representative of the Insurer(s) that Lessee's insurance complies with all provisions in this insurance section.

1.8. <u>Special Provisions.</u> The foregoing requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to this Agreement, including but not limited to the provisions concerning indemnification

B-2



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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

PHASE II PROPANE FUELING SERVICES AT COPLEY PARK DIVISION (CPD) – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0656.1-16 (in substantially the same format as Attachment A) with Ferrellgas, LP (Ferrellgas) for the provision of propane fueling services.

Budget Impact

The new value of this agreement will not exceed \$1,512,309.41 (\$935,949.06 Original contract + \$576,360.35 amendment). Funding for the current year is included in the Fiscal Year (FY) 2018 Minibus and Paratransit operation budgets 835012-541500 and 850012-541500. Funding for future years will be included in the Minibus and Paratransit Bus operating budget for each respective fiscal year.

DISCUSSION:

MTS operates a fleet of minibus and paratransit buses for its complementary ADA and Paratransit operations. To augment the existing fleet, MTS recently purchased thirty-one (31) minibuses and forty-six (46) paratransit vehicles. An additional 26 propane vehicles are scheduled for delivery at various times during FY 2018. 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.

Ferrellgas is the current contracted propane fuel provider for the Minibus and Paratransit fleets. The contract is due to expire in December of 2017. The extension of this agreement would continue to provide propane fueling services through June 2018. Concurrent with the performance period of this agreement, staff will conduct a separate competitive procurement to address MTS' long-term propane fueling service needs for its ADA and Paratransit fleet.

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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.

MTS shall continue to receive both off-site, wet-hose fueling and self-fuel vehicles from an on-site 2,000 gallon temporary propane tank at the Copley Park Division (installed by Ferrellgas at their expense). Demand will be based on operational need. Base fuel pricing will vary per gallon based on current LA Basin propane price. An additional fee per gallon of either .685 cents per gallon for wet hose fueling or .405 cents per gallon for on-site fueling from bulk tank will be charged by Ferrellgas on top of the base fuel price.

Month	Quantity/UOM	Estimated Unit Cost	Total
January 2018 Fuel	54,542 gallons	\$1.49	\$81,267.58
February 2018 Fuel	40,054 gallons	\$1.62	\$64,887.48
March 2018 Fuel	58,145 gallons	\$1.72	\$100,009.40
April 2018 Fuel	59,527 gallons	\$1.32	\$78,575.64
May 2018 Fuel	60,442 gallons	\$1.24	\$74,948.08
June 2018 Fuel	61,729 gallons	\$1.21	\$74,692.09
Subtotal	334,439 gallons		\$474,680.27
	\$101,980.08		
	\$576,360.35		

The below summarizes the proposed amendment:

Therefore, staff recommends that the San Diego Metropolitan Transit System (SDMTS) Board of Directors authorize the CEO to execute to MTS Doc. No. B0656.1-16, with Ferrellgas to continue the provision of propane fueling services for MTS.

<u>/s/Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft Amendment No. 1, MTS Doc. No. B0656.1-16



September 21, 2017

MTS Doc. No. B0656.1-16

Ferrelgas LP Ms. Denise Whisman Director of Operations 8088 Miramar Road San Diego, CA 92128

Dear Ms. Whisman:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. B0656.0-16; PHASE II PROPANE FUELING SERVICES AT COPLEY PARK DIVISION (CPD) – CONTRACT EXTENSION

This shall serve as Amendment No. 1 to our agreement for the Phase II Propane Fueling Services as further described below.

SCOPE

Continue to provide propane fueling services at MTS's Copley Park Division in support of the Minibus and ADA Paratransit operations, in accordance with the terms and conditions of the original agreement, MTS Doc. No. B0656.0-16.

SCHEDULE

This contract shall be extended for an additional six (6) months effective from December 20, 2017 through June 30, 2018.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$576,360.35 for propane fueling services. The total value of this contract including this amendment shall be in the amount of \$1,512,309.41. 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 Denise Whisman, Director of Operations Ferrelgas LP

SEPT2017.B0656.1-16.FERRELGAS.doc

Cc: J. Washburn, V. Lerinski, C. Aquino, Procurement File



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

BLUE LINE TRACTION POWER SUBSTATION INSTALLATION DESIGN SERVICES – WORK ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1948-AE-04 to MTS Doc. No. G1948.0-17 (in substantially the same format as Attachment A) with HNTB Corporation for the Blue Line Traction Power Substation (TPSS) installation design services.

Budget Impact

The value of this agreement will not exceed \$399,997.41 and is funded through the MTS Capital Improvement Project budget account 2008101301.

DISCUSSION:

MTS intends to replace TPSS on the Orange Line and Blue Line in order to maintain a state of good repair for the system. The TPSS converts electric power from the supply provided by SDG&E to an appropriate voltage, current type, and frequency to supply the trolley with traction current. An initial phase of the program installed seventeen substations in 2015 as part of the overall Trolley Renewal Program. MTS intends to replace the remaining substations as funding becomes available. The second phase of the TPSS improvement project has been prioritized to include installation of three new substations and decommissioning and removal of six existing substations on the Blue Line.

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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.

Since 2014, as part of the Trolley Renewal program, HNTB completed design and construction support services for replacement of the initial phase of upgrades. HNTB provided survey, geotechnical investigation and electrical design as well as foundations, grading, drainage, access road, utility relocation and retaining wall design to support replacement, installation and decommissioning of substations.

HNTB commits to use the same in house technical staff as the previous project to provide continuity and local knowledge. Based on HNTB's past performance on the initial phase of work and commitment of specific staff, MTS has determined that HNTB is the most qualified consultant to provide the ongoing installation design services under their current MTS as-needed engineering/design contract, MTS Doc No. G1948.0-17.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute Work Order No. WOA1948-AE-04 to MTS Doc. No. G1948.0-17 with HNTB for the Blue Line Traction Power Substation installation design services.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G1948.0-17

September 21, 2017

MTS Doc. No. G1948.0-17 Work Order No. WOA1948-AE-04

Arthur J. Hadnett Senior Vice President HNTB Corporation 200 E. Sandpointe Ave., Suite 200 Santa Ana, CA 92707

Dear Mr./Mrs. Hadnett:

Subject: MTS DOC. NO. G1948.0-17, WORK ORDER WOA1948-AE-04, GENERAL ENGINEERING SERVICES FOR BLUE LINE TRACTION POWER SUBSTATION INSTALLATION DESIGN SERVICES

This letter shall serve as our agreement for Work Order WOA1948-AE-04 to MTS Doc. No. G1948.0-17, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work order provides for design services to MTS for the installation of MTS-furnished traction power substations (TPSS) along the MTS Trolley Blue Line. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A and B)

SCHEDULE

This Work Order will not change the original schedule. The Scope of Services, as described above, shall remain in effect for eight (8) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$399,997.41.

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

Sincerely,

Accepted:

Paul C. Jablonski Chief Executive Officer Arthur J. Hadnett HNTB Corporation

Date:

Attachments: Attachment A, Scope of Services Attachment B, Negotiated Fee Proposal

WORK ORDER TITLE: TRACTION POWER SUBSTATION (TPSS) INSTALLATION DESIGN FOR THE MTS TROLLEY BLUE LINE

I. PROJECT DESCRIPTION

This Work order provides for design services to MTS for the installation of MTS-furnished traction power substations (TPSS) along the MTS Trolley Blue Line.

II. EXPECTED RESULTS

The Consultant will prepare a) site concepts for verification at a total of three (3) sites, and prepare b) design submittals (35% & 100%), c) contract bid documents (plans, specifications, estimates), and d) conformed documents for the installation of TPSS at three (3) sites along the MTS Trolley Blue Line. All of the sites have existing TPSS with SDG&E connections. MTS has completed initial load flow analysis modeling and confirmed that the existing TPSS can be taken out of service prior to replacement with a new TPSS. The proposed end date for this Work Order is May 30, 2018.

III. SCOPE OF WORK

The Scope of Work is based on the planned installation of three (3) 1.5 megawatt 12kV AC, 650V DC substations and the decommissioning and removal of six (6) existing substations. Design Criteria is per the MTS General Design Criteria dated September 2014 and referenced documents therein. The three (3) sites, located along the Blue Line at F Street, 24th Street, and San Ysidro will be taken through the concept phase to Bid documents. The TPSS locations are expected to fall within these city limits: Chula Vista, National City, and San Diego. The scope of work shall include:

1.0 <u>Project Management</u>

This Work includes the project management services including the requirements for progress report(s), invoicing, Work order setup and administration of Consultant and Subconsultants (hereafter referred to as Consultant's team) in addition to Works listed below.

1.1 Document Control and File Sharing: Consultant shall manage the project's paper and electronic files, transmittal forms, submittals, letters, correspondence, and other documents. Consultant will use ProjectWise for managing and storing files internally, including CAD drawings.

1.2 Submittals: Design submittals will include one formal submittal including both paper and electronic files. The Consultant shall transmit to MTS four (4) sets of hard copies including plans printed as 11x17 and one (1) Electronic copy as a "pdf" file format and distribute them to MTS staff a minimum of a week prior to a review meeting.

Consultant will make recommendations for site concepts, to be reviewed for verification at an MTS Team Meeting with MTS, MTS, and applicable third parties. The formal design development submittals will be provided as follows:

- Concept Verification
- 35% Submittal

- 100% Submittal
- Conformed Submittal

1.3 Schedules: Consultant shall develop a project schedule for this Work using Microsoft Project software, and shall maintain and revise the project schedule periodically or as appropriate while the design continues. Consultant will provide high-level schedule information with Milestone Dates within two weeks after Notice to Proceed (NTP), and will complete a draft schedule for the Design Package within ten weeks of NTP. The Work order estimated duration is nine (9) months from NTP.

1.4 Right of Entry (ROE) Permits and Project Insurance: Consultant shall be responsible for overseeing that Consultant's team have obtained ROE permits from MTS and submitted proof of appropriate insurance, upon NTP, valid for the Work along the property. The ROE shall cover non-intrusive work for most of the Consultant's team, and intrusive work for the geotechnical drillers.

Consultant and Consultant's team shall show proof of General Liability, Auto, and Workman's Compensation with the exception of the drillers, who shall also show proof of Railroad Protective Liability Insurance (RPLI).

Assumptions

- ROE permits and Insurance assumed to be in place three weeks following NTP.
- No fee for ROE.
- MTS will manage and coordinate the Work Order issued under the MTS On Call contract.

2.0 <u>Meetings</u>

Kick-Off Meeting: Immediately following the NTP, Consultant will schedule a kick-off meeting which will include: clarification of project roles and responsibilities, administrative requirements, understanding program requirements and goals, and discussion of MTS objectives and approach at each substation location. This information will be used to confirm design criteria, scope of work at each location, and data requirements.

Project Development Team Meetings: Conduct up to five (5) MTS team meetings, in person and by conference call, at either MTS or Consultant offices as deemed necessary to discuss the project requirements. This may include participation in project development team meetings as well as other meetings convened for specific data or project needs. Consultant attendees include Work Manager, Design Manager, and up to two technical leads. Meetings assumed to be two hours duration.

Design Team Meetings: Conduct up to five (5) project team meetings throughout the design phases of the project to communicate and coordinate between members of the design team. Prepare and distribute minutes with an on-going listing of all required action items. Provide technical coordination of the project between the design disciplines. Attendees include Work Manager, Design Manager, and up to four technical leads. Meetings assumed to be one-hour duration.

3.0 Scope of Work Development and Data Collection

Review Record Documents and As-Built Drawings: Consultant's team will collect available as-built drawings for any affected existing facilities and existing utility and drainage information for the substation locations and review the scope of work required at each location. As applicable, Consultant's team will review the as-built and design drawings in each engineering discipline, including traction power and overhead contact systems, electrical, civil and structural engineering. Consultant's team will then develop a plan for a focused site investigation. This plan will include a preliminary strategy for installing and cutting-over new equipment and associated building modifications. Consultant's team will prepare necessary documentation for each discipline to make certain that all necessary site information is obtained during a single visit.

Site Investigation: Consultant's team will perform a site visit at all substation locations to confirm the preliminary plan, assumptions, design criteria and recommendations for implementing the project scope objectives. Previous work will be used as a starting point for the investigation.

Consultant anticipates that MTS staff will be available to provide insight into their operating experiences to best tailor each substation design to address previous operating difficulties. The intent is to accurately record any issues or preferences about the substations that affect the replacement order or new substations requirements.

The extent of the services required will be appropriately tailored to each location. Site specific requirements may include topographical survey (section 4.5), geotechnical subsurface investigations (section 4.13.1), ground resistance tests (4.13.1.2), right-of-way (R/W; section 4.12), and drainage capacity assessments (section 4.9.1).

Specific activities include: Examination and documentation of the proposed site for new installation locations, the condition of equipment affected by the work at existing locations, photographic records of existing conditions and access.

Assumptions

- Municipalities do not have jurisdiction except where drainage is of concern and work occurs outside of right-of-way (4.8, 4.9, 4.10, 4.12).
- Site visit is assumed to occur within one business day. Two round-trip flights included for traction power and OCS designers.

4.0 <u>Design Development</u>

Consultant shall prepare site concepts for three (3) TPSS Sites along the Blue Line identified as 24th Street, F Street, and San Ysidro. Site concepts may include substation screening. Consultant shall review the TPSS procurement design documents and prepare design plans based on MTS furnished substations being procured. Consultant shall utilize the substation layout information to be provided by the substation manufacturer to design TPSS site improvements.

MTS will make a determination on the concept acceptability.

Design development will include drawings, technical specifications, and cost estimates. At the 35% design stage, the design documents will include the drawings as identified in Section V as well as long lead items.

The Consultant will hold monthly internal project reviews consisting of the Project Manager and Work Manager to review scope, schedule, budget, and MTS expectations under this Work Order.

The schedule allows for 2 weeks for the agency review. MTS will review deliverables concurrently.

4.1 Cost Estimate: The Cost Estimate for this Work will be developed. Measurement and Payment sections will be developed with items provided on a unit basis.

4.1.1 Concept Cost Estimate: The concept estimate will be developed at a high level to be used as a tool for obtaining funding approval. Consultant will recommend an appropriate contingency to apply at the concept phase. Concept cost estimate will be reviewed at the MTS Team Meeting when the concept sites are discussed.

4.1.2 35% & 100%Cost Estimate: The concept cost estimate will continue to be developed and delivered at the 35% and 100% phases.

4.2 Specifications: Specifications for this Work will be developed accordingly to those being developed as part of the Program.

4.2.1 100% Specifications: Specifications will be provided by MTS. Consultant will provide edits to these specifications deleting items that are known to not be relevant having completed the concept site verification, and providing a bulleted outline for items that need to be added.

Assumptions

- Phasing and Construction Schedule will be described in the specifications and provided by MTS.
- Operations will allow taking two substations offline during construction to allow new substation to be placed in the same approximate area.

4.3 TPSS Installation/Connection: Develop 35% and 100% plans for TPSS installation plans for three (3) sites. Prepare the plans as listed in Section V including:

- Typical ground mat layout,
- Typical grounding details,
- Typical Positive feeder and disconnect assembly details,
- Typical negative return connection details,
- Typical red concrete encased duct bank details,
- Typical traction power vault details (similar to SDG&E 3314),
- Typical site single line diagrams that show feeder arrangements to the line (including disconnects cabling and connections to substations).
- Develop traction power sectionalizing diagrams that show all new substations and existing substations along the same line.
- OCS Sectionalizing 3 Switch Assembly and Details
- OCS Surge Arrestor Assembly and Details
- OCS Feeder Cable Assembly and Details
- OCS Hanger, Jumper, and Grounding Assemblies
- OCS Foundation Detail

- OCS Pole Detail
- OCS Site layout and allocation plan
- OCS Site feeder routing and switching diagram
- OCS Site Demolition Plan
- Develop fiber optic splicing specifications to connect the substation into the existing Fiber Optic Network. (The MTS project manager will provide additional information on splicing, site cabling, and conduit raceway requirements).
- Coordinate with SDG&E regarding service to substation.

Special Provisions, plans, and details shall be similar to those used in the TPSS Installation Project (MTS CIP 1210040). All civil stationing shall be based on the LRT project's original civil stationing, obtained from CADD files, as-builts, or other plans provided by MTS. Measurement and Payment clauses, estimate format, and bid items shall use a similar format that was used in the TPSS Installation Project (SANDAG CIP 1210040) Special Provisions.

Assumptions

- New TPSS supplied by others will be equipped to be compatible to existing SCADA and emergency trip systems. SCADA and emergency trip system connection information will be supplied by MTS and will not be included on Consultant supplied drawings.
- No New OCS work will be required, except at F Street, where a single pole/foundation relocation is included in design.
- MTS will provide complete, up to date, standard OCS assembly and hardware detail sheets and standard OCS arrangements in CAD format. No effort is included to update standard OCS arrangement, detail and assembly drawings.

4.4 Environmental: The Consultant team assumes that all site locations will fit within existing R/W. The proposed improvements along the Blue Line trolley corridors would be preempted from the California Environmental Quality Act (CEQA), as well as other state and local environmental laws and regulations, based on the Interstate Commerce Commission Termination Act (ICCTA; 49 U.S.C. §10101, et seq.) and related Surface Transportation Board (STB) rulings. Environmental clearance will be provided by MTS. Consultant will provide a copy of the 35% plans to MTS for use in completing any documentation in support of environmental clearance or permitting as needed.

Assumptions

- MTS will provide and submit necessary documentation for environmental clearance.
- All construction work will be completed within the existing right-of-way.

4.5 Survey4.5.1 Topographic Survey and Control: Consultant will provide survey and mapping services for one existing TPSS site location known as the San Ysidro substation.

The site is located generally southerly and adjacent to a cul-de-sac at the south end of East San Ysidro Boulevard lying easterly of the southerly terminus of the trolley line and westerly of the rail freight tracks at Rail Court. The specific site extents are a generally square area of about 10,000 SF. The survey extents will fluctuate slightly as-needed to include the substantial surface features and other items such as: building structures, curbs, observable utility features, fences, walls, and paint markings resulting from utility location services, as well as clearances to overhead utilities.

These extents are expected to accommodate grading tie-ins and location of existing features should site location need to be shifted slightly to avoid conflicts or impacts with existing features. Minor additional survey data acquisition may be identified following a review of existing data and the field visit. Two control points will be set with durable markers for future construction activities at the site.

 The digital terrain model (DTM) and topography will be based upon a ground survey and will be developed at a 1" = 20' and a 1-foot contour interval. Consultant will prepare a site exhibit with the topography, control stations, datums, basis of bearings and coordinates utilized on it as a CADD deliverable. This survey scope and services will include proof of internal Quality Control and Quality Assurance for the CADD deliverable.

Assumptions/Exclusions/Clarifications:

- This survey scope of services has specifically excluded any RW or property line determination and/or the plotting of easements.
- Consultant is not required to provide an ROS.
- This survey scope of services will not be acquiring new aerial topographic mapping.
- This survey scope of services will utilize the NAD-83, Zone 6 CCS coordinate system on the properly identified epoch.
- This survey scope of services will utilize the NAVD-88 vertical datum unless otherwise agreed upon.

4.5.2 RW/property line survey: Consultant will provide RW and property line services for the above-described site as defined more specifically below.

Consultant will research, recover and measure a sufficient number of survey monuments to allow the accurate plotting of the adjacent railroad RW, East San Ysidro Boulevard and the property description of the existing sub-station site.

Assumptions/Exclusions/Clarifications:

- This survey scope of services does not include a full and complete boundary survey and/or title review of any particular property.
- The plotting of easements is not included in this scope of services.
- Consultant presumes that a railroad RW survey has been prepared and recorded for the adjacent trolley and freight line RW's. If a railroad RW survey is needed to complete this optional service Work it is not included herein and will require a separate scope and fee.
- Consultant is not required to provide an ROS.
- Consultant assumes the surveyor will have reasonable access or that it can be arranged by other in order to survey boundary corner monuments.

4.6 Street Designs: Consultant assumes that minimal traffic control may be needed at some sites due to access and construction traffic. Consultant will include language in the specifications for the contractor to provide traffic control and obtain required permits.

Assumptions

Temporary truck and crane turning templates for each site will be provided by others.

4.7 Site Preparation and Demolition: Develop 35% & 100% Site Preparation and Demolition Plans. Site Preparation and Demolition Plans will include demolition and clearing and grubbing for the sites including the six (6) substations to be decommissioned.

Assumptions

• Coordination with third party for utility location and protection will be led by MTS with design support from consultant.

4.8 Site Plans: Site Plans will show fencing, pad location, duct banks, grading and drainage (see section 4.9), utilities (see section 4.11), retaining walls (4.9 and 4.13), and access.

4.8.1 Site Concepts: The site concepts will show fencing, pad location, duct banks, rough grading, and retaining wall locations and will be used as the basis of the concept cost estimate that will be used to support the construction funding request.

Assumptions

- Work within city R/W is not required.
- All entities of the Traction Power Substation will remain within one unit.
- Temporary Construction Easements (TCEs) are not required.
- No improvements to major drainage basins or channels are included.
- Sites will not require city approval or post-construction As-Builts.
- Site concepts to be verified at MTS Team Meetings and documented in the meeting minutes.
- All of new TPSS will be placed on existing TPSS sites and use existing electrical service points. New or upgraded access roads and other new project SDG&E standards will not apply to the project design. Should any special SDG&E design requirements be identified, additional improvements may be added as a construction change order for the contractor.

4.9 Grading and Drainage

4.9.1 Grading: Existing drainage patterns at each site will be maintained to the extent possible, ideally with each site graded to drain, e.g., sheet flow. A six-inch layer of crushed rock surrounding the substation within the fenced area shall be used to facilitate on site absorption of rain and improve electrical isolation. In some instances, retaining walls may be needed to avoid impacts to existing features or where there is a grade differential across the site. Two retaining wall designs are expected for the project, only at the San Ysidro location.

Each site may require visual aesthetic considerations that will be incorporated into the design. Some previous concepts have been developed that will be considered as the design moves forward such as synthetic ivy screening.

Two picket fence detail sheets and one chain link fence (on structure) sheet will be created. The structure sheets include:

- 2 Picket Fence Detail Sheets
- 1 Chain Link Fence (on structure) Sheet

4.9.2 Drainage: Drainage patterns and land cover will not be significantly different from existing; therefore, flow to existing drainage systems is not changed.

Assumptions

- Drainage areas affected are less than one square mile. Sites are located outside of streams and floodways.
- This Work consists of construction of underground/overhead utilities, so is an exempt project and will not require a SWPPP or Water Pollution Control Plan (WPCP).

4.10 Erosion and Sediment Controls: Appropriate best management practices (BMPs) will be evaluated and applied per the CGP. One erosion control sheet, applicable to both the Orange and Blue Lines, will be provided referencing best management practices during construction. Disturbed area calculations will be performed. Permanent BMPs will be addressed.

Assumptions

• SWPPP is not required.

4.11 Utilities: Existing utilities including both wet and dry utilities will be shown on the Site Plan based on record information and physical surface features shown the topographic surveys. The new TPSS will occupy a larger footprint than the existing TPSS, but will be placed generally in the same location. Relocation of existing utilities other than the existing SDG&E service feeds and existing fiber connections are not anticipated for this project. Relocation and reconnection of the SDG&E service conduits and fiber optic lines will be defined in the project specifications.

Within two weeks following authorization to start design, Consultant shall submit the site location maps with a Thomas Guide reference for the request for dry utility information. The Utility Coordinator will contact the utility companies and obtain facility information from the various dry utility companies. Limited coordination with franchise utilities regarding potential relocations may be required.

Within six weeks following authorization to start design, the Consultant shall update MTS with status of received as-builts or record drawings and re-request to obtain missing as-built information for all wet utilities from the various agencies with wet utilities located within the project limits.

Assumptions

- Dry utility companies will prepare relocation plans for their utilities if needed.
- MTS will lead coordination with SDG&E for service to substations (section 4.3).

4.12 Right-of-Way: Scope and hours within Section 4.5.

4.13 Structures Design for Substation Foundations: The Consultant's team will develop typical foundation details and foundation footprints for the three (3) substation foundations. The details will show typical cross sections of the footing and anchorage details for the substation equipment.

For the 35% design effort, two sheets will be created. The first sheet will show typical footing details and will provide a typical foundation plan. The second sheet will provide tabular details for the bid set foundation. Design and detailing will be consistent with 35% plans.

For 100% design efforts, the two typical foundations will be shown with two foundation plan sheets and two detail sheets.

Assumptions

- Existing track plans will be referenced to locate the substation foundations and catenary riser poles.
- Foundations are assumed to be shallow foundations on grade and detailed per geotechnical recommendations.
- The Consultant's team shall provide sub base detailing (and improvements if necessary) for the shallow foundation on grade.
- Substation loads to the foundation shall be based on similar 1.5 substations procured for the MTS system.
- Final design of anchorage will be verified via review of shop drawing anchorage calculations provided by Substation Subcontractor.

4.13.1 Geotechnical: The Geotechnical scope of work includes the following:

4.13.1.1 Preliminary Geotechnical Report: The Consultant's team shall review available data on the existing conditions at the selected locations including data and reports resulting from previous projects and conduct a site visit to supplement the review of the as-built plans and existing soils information. Preliminary geotechnical reports based on previous reports, as-built review and geologic reconnaissance will be prepared in support of the 35% submittals.

4.13.1.2 Geotechnical Design Reports: In support of the proposed design development, geotechnical reports will be developed for the 100% design submittals. The scope of the study will be based on the findings of the Geotechnical Technical Memos and 35% design plans.

- Coordinate access, attend rail safety training (when necessary), prepare exploration plan, and obtain County boring waiver/permit as applicable.
- Subsurface exploration may consist of borings, penetration testing, test pits, geophysical testing and/or field resistivity testing.

- Laboratory testing to include moisture density, grain size distribution, plasticity, shear strength consolidation tests, and corrosion potential.
- Geologic hazard evaluation
- Preparation of geologic cross-sections at proposed TPSS locations.
- Slope stability analysis.
- Preparation of a final geotechnical design report for each of the TPSS sites that summarizes the investigation activities, results of our analysis, and recommendations related to the geotechnical design and construction of the proposed TPSS pads, walls, and culverts (as needed) utilizing the applicable design criteria from the MTS General Design Criteria.

Assumptions

- Three (3) sites will require three (3) days of drilling.
- The Consultant's team shall attend up to one (1) meeting at the MTS or Consultant's office in downtown San Diego.
- Infiltration/permeability testing for storm water management will not be required
- No log of test boring sheets will be required. Boring logs within the reports will be sufficient.
- Due to the small size and low man hour occupancy, the TPSS Structures are exempt from requirements to investigate for the presence of active faulting.
- No draft versions of the preliminary or final geotechnical reports are included in the scope. Any requested revisions to the reports or supplemental memos will be provided as additions to the scope and fee.

IV. DELIVERABLES

In addition to the deliverables listed in Section V and described above, deliverables include:

- Monthly invoice and progress report;
- Meeting Agendas;
- Progress meetings and/or written updates including monthly updates;
- Technical specifications, estimate, single line diagram and layout plans for one type of new TPSS (1.5 MW). Interim and drafts including site concepts, progress submittals (35%, 100%) stamped contract ready documents, and the stamped conformed set shall be provided to MTS in hard and electronic copy as described in Section 1.2 above. A maximum of two (2) hard copies of reports and half scale drawings are included in each submittal.

Deliverables for TO32	: TPSS In	stallation Design		
Deliverable	Scope Section	Description	Est. # Dwgs.	Scheduled Submit Date
SCHEDULE	1.3	Initial Schedule for Project		NTP+ 2 Wks
INFORMATIONAL REQUESTS	4.11	Submit request for dry utility information and project site plan to MTS Utility Coordinator		NTP + 2 Wks
	4.11	Re-request for missing as-built information for all wet utilities (water, sewer, storm drains)		NTP + 6 Wks
REPORTS				
	4.13.1	Preliminary Geotechnical Report Final Geotechnical Report		NTP+8 Wks NTP+20 Wks
COST ESTIMATE	4.1	Concept Cost Estimate 35% Cost Estimate 100% Cost Estimate		NTP + 9 Wks NTP + 12 Wks NTP + 24 Wks
SPECIFICATIONS	4.2	100% Specifications		NTP + 24 Wks
SITE CONCEPTS	4.8.1	Concept Sites	3	NTP + 8 Wks
35% DRAWINGS		3 sites/6 decommission	41 sheets	NTP + 12 Wks
100% DRAWINGS		3 sites/6 decommission	49 sheets	NTP + 24 Wks

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

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

All existing project documentation and background reports will be provided by MTS.

Aerial survey and right of way drawings for Blue Line sites including 24th Street, and F Street. Drawings will be provided in AutoCAD format.

Right of Way survey drawings or Record of Survey and legal description for the existing site in San Ysidro.

VII. SPECIAL CONDITIONS

Bidding and Construction Support Services are not included in this Work Order.

MTS Doc. No. G1948.0-17 Work Order No. WOA1948-AE-04 в Attachment: Work Order Title: TPSS Blue Line Rehabilitation **Project No:** Table 1 - Cost Codes Summary (Costs & Hours) Item **Cost Codes Cost Codes Description Total Costs** 0690-0255 **Project Management** 1 \$69,267.60 2 0600-0255 Design \$330,729.81 3 4 \$399,997.41 Totals = Table 2 - TASKS/WBS Summary (Costs & Hours)

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	0690-0255	Project Management Services	205.0	\$35,787.64
2	0690-0255	Meetings	182.0	\$33,479.9 <mark>6</mark>
3	0600-0255	Data Collection	188.0	\$37,242.5 <mark>8</mark>
4	0600-0255	Design Development	2,013.0	\$293,487.23
		Totals =	2,588.0	\$399,997.41

(If A	Applical Or	ble, Se ne)	lect			
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
				нлтв	2,340.0	\$346,484.89
		Х		PDC	88.0	\$13,158.02
				Leighton	160.0	\$40,354.50
				Totals =	2,588.0	\$399,997.41

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

		7	Consultant/	/Subconsultant:	HNTB]											G1948.0-17
Total Hours =	2,340																		Work	Order No.: WO	0A1948-AE-04
Total Costs =	\$346,484.89		W	ork Order Title:	TPSS Blue Lii	ne Rehabilita	ation												At	tachment:	В
		ODCs (See Attachment)	Technical Project Manager	Project Manager 1 - Engineering	Project Engineer/ Squad Leader	Engineer II	Group Director	Project Manager II - Engineering	Sr. Project Manager - Engineering	Project Manager I - Engineering	Engineer I	Sr. Project Manager - Engineerin q	Engineer II	Project Engineer/ Systems	Supervisory Technical	Project Manager I - Engineering	Engineer III	Technician III	Project Analyst	Total Hours	Totals
TASKS/WBS	TASKS/WBS Description	,	\$ 291.90	\$ 170.59	\$149.17	\$104.98	\$294.59	\$221.21	\$242.91	\$170.59	\$94.54	\$242.91	\$104.98	\$142.74	\$145.42	\$170.59	\$122.89	\$107.77	<mark>\$118.91</mark>		
0690-0255	oject Management Services			1																	
Document Control and		1		8	8														60	76	\$9,692.68
Submittals			8	20	10		2	2	2	12	4			5	10					75	\$13,349.2
Schedules			4	20	10															34	\$6,071.1
Right-of-Entry (ROE) F	Permits and project Insurance			10	10															20	\$3,197.6
ODCs		\$3,477.00																			\$3,477.0
ODCS	Subtotals (Hours) =		12	58	38		2	2	2	12	4			5	10				60	205	\$35,787.6
0690-0255	Subtotals (Costs) =		\$3,502.80	\$9,894.22	\$5,668.46		\$589.18	\$442.42	\$485.82	\$2,047.08	\$378.16			\$713.70	\$1,454.20				\$7,134.60	205	\$35,787.6
	eetings	+- , -	+0,00-000] ++,++				••••	•••••	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				••••••	••••				•••,•••••		
Kickoff Meeting (1)			2	8	4		2	2	2	2					2	4		2		30	\$5,592.5
Project Development 1			4	15	5		5			5		4			2	5	4			49	\$9,405.1
Design Team Meetings	s (10)		4	30	10		4			10		6			2	10	5	14		95	\$16,238.6
ODCs		\$502.00																			\$502.0
0003	Subtotals (Hours) =		10	53	19		11	2	2	17		10			6	19	9	16		174	\$31,738.4
0600-0255	Subtotals (Costs) =		\$2,919.00	\$9,041.27	\$2,834.23		\$3.240.49	\$442.42	\$485.82	\$2,900.03		\$2,429.10			\$872.52	\$3,241.21	\$1,106.01	\$1,724.32		174	\$31,738.4
	ta Collection	***	+_,• • • • • •]	+ _, ···		•••,=••••	••••	•••••	,		•_,				•••	•••••••	••••			
Review Record Docum	nents and As-Built Drawings			4	6	12	4	2	2	12				2	4					48	\$7,857.9
Site Investigation				12	12	20		6		12				2	10	2	8	16		100	\$14,099.3
000-		00 577 00																			00 577
ODCs	Subtotals (Hours) =	\$9,577.00 N/A		16	18	32	4	8	2	24				4	14	2	8	16		148	\$9,577.0 \$31,534.3
0600-0255	Subtotals (Fours) =			\$2,729.44	\$2,685.06	\$3,359.36	\$1,178.36	\$1,769.68	\$485.82	\$4,094.16				\$570.96	\$2,035.88	\$341.18	\$983.12	\$1,724.32		148	\$31,534.
	sign Development	φ0,011.00		φ <u>2</u> ,720.11	φ2,000.00	ψ0,000.00	ψ1,170.00	φ1,100.00	\$100.0Z	φ1,001.10				<i>Q070.00</i>	φ2,000.00	φ041.10	φ000.12	ψ1,124.02		140	
Cost Estimate																					
Concept Cost Estimate			2	6	30	8	2	2	1	5					8					64	\$10,213.1
35%, 100% Cost Est	timate		2	8	40	16	2	4	2	15				6	8	16	32			151	\$22,795.4
Specifications			-	10		-															.
Outline Specification 100% Specifications			2	12 12	4 8	8 16	8	12	7	2 11				6	2	4	16			30 106	\$4,699.4 \$17,885.3
TPSS Installation/Con				10	0	10	0	12	36	190	260	10	37	27	34	4	10	8		612	\$83,416.9
Street Designs				2	4	10			00		200	.0	01		51			Ū		16	\$1,987.0
Site Perparation and D	Demo				8	24												32		64	\$7,161.
Site Plans			4	8														32		44	\$5,980.
Site Concepts				6	3	30				8						12	16	16		91	\$11,722.
Grading / Walls				4	40 4	100										32	96	8		280 52	\$35,265. \$5.658.
Drainage Erosion and Sediment	Controls			8	4 4	40 20												8		34	\$5,658. \$4,276.
Utlities				8	4	12				8								40		72	\$8.896.6
	Substation Foundations			<u> </u>	12											40	125	20		197	\$26,130.2
ODCs		\$1,333.70																			\$1,333.7
	Subtotals (Hours) = Subtotals (Costs) =		10 \$2,919.00	84 \$14,329.56	161 \$24,016.37	284 \$29,814.32	12 \$3,535.08	18 \$3,981.78	46 \$11,173.86	239 \$40,771.01	260 \$24,580.40	10 \$2,429.10	37 \$3,884.26	39 \$5,566.86	58 \$8,434.36	104 \$17,741.36	285 \$35,023.65	166 \$17,889.82		1,813 1,813	\$247,424.4 \$247,424.4
-		\$1,000.10	φ2,010.00	φ14,020.00	φ24,010.01	φ20,014.02	ψ0,000.00	φ0,001.10	ψ11,170.00	ψ10,111.01	φ21,000.10	ψ2, 120.10	φ0,001.20	ф0,000.00	φ0,101.00	ψ <i>Π</i> ,Γ41.00	φ00,020.00	¢17,000.02	Tatala		
	otals (Summary) =	N1/A	~~	~ · ·	~~~					000			~-			10-		100	Totals =	2,340	\$346,484.8
		N/A	32 \$0.240.80		236 \$25,204,42						264 \$24.058.56				88 \$10,706,06	125 ©11 202 75					¢040404
IO	tal (Costs) =	\$14,889.70	\$9,340.80	\$35,994.49	\$35,204.12	\$33,173.68	\$8,543.11	\$6,636.30	\$12,631.32	\$49,812.28	\$24,958.56	\$4,858.20	\$3,884.26	\$6,851.52	\$12,796.96	\$21,323.75	\$37,112.78	\$21,338.46	\$7,134.60		\$346,484.8
Do	rcentage of Total (Hours) =	N/A	1%	9%	10%	14%	1%	1%	2%	12%	11%	1%	2%	2%	4%	5%	13%	8%	3%	100%	
	rcentage of Total (Costs) =	1N/A 4%			10%						7%				4%						1009
16		470	570	1076	1076	1070	270	270	, 4/0	1470	1 /0	170	1 70	2 /0	470	078	11/0	078	2 /0		100

Att. A, AI 8, 9/21/17

Att. A, AI 8, 9/21/17

Consultant/ Subconsultant: HNTB

Contract No: **G1948.0-17**

в

Task Order No. WOA1948-AE-04

Attachment:

Work Order Title: TPSS Blue Line Rehabilitation

TASKS/WBS (1-5)													
ODC				٦	Fask 1	٦	Task 2		Task 3		Task 4		ask 5
ltem	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00	100	\$100.00	300	\$300.00	300	\$300.00	800	\$800.00		
2	Deliveries	LS	\$15.00	5	\$75.00	5	\$75.00	10	\$150.00	10	\$150.00		
3	Mileage	MI	\$0.54	50	\$27.00	50	\$27.00	50	\$27.00	155	\$83.70		
4	Scanning	LS	\$1.00	50	\$50.00	50	\$50.00	50	\$50.00	200	\$200.00		
5	Other (Photo, etc.)	LS	\$1.00	100	\$100.00	50	\$50.00	50	\$50.00	100	\$100.00		
6	RPLI	LS	\$9,000.00					1	\$9,000.00				
7	Travel	LS	\$3,125.00	1	\$3,125.00								
8													
9													
10													
				Subtotal =	\$3,477.00	Subtotal =	\$502.00	Subtotal =	\$9,577.00	Subtotal =	\$1,333.70	Subtotal =	

TASKS/WBS (6-10)

ODC												Т	otals
ltem	Description	Quantity	Total	Quantity	Total								
1	Repro & Graphics											1,500	\$1,500.00
2	Deliveries											30	\$450.00
3	Mileage											305	\$164.70
4	Scanning											350	\$350.00
5	Other (Photo, etc.)											300	\$300.00
6	RPLI											1	\$9,000.00
7	Travel											1	\$3,125.00
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$14,889.70
		Subiolal =		Subiolal =		Sublotal =		Subtotal =		Sublotal =		i otais =	φ14,009.7U

Work Order Estimate

Summary Consultant/Subconsultant: PDC 88 Total Hours = Work Order Title: TPSS Blue Line Rehabilitation Total Costs = \$13,158.02 Project Senior ODCs Manager Surveyor (See Attachment) Item TASKS/WBS TASKS/WBS Description **\$ 176.49 \$ 134.26 \$** -\$ -\$ -\$ - \$ - \$ 0690-0255 Task 2 Meetings 2 Kick off Meeting (1) 2 Project Development Meeting (2) 2 1 Design Team Meetings (2) 1 2 ODCs \$583.00 N/A Subtotals (Hours) = 2 6 0600-0255 Subtotals (Costs) = \$583.00 \$352.98 \$805.56 Task 3 Data Collection 3 Review Record Drawings and As-Builts 4 16 Site Investigation 4 16 ODCs 32 N/A Subtotals (Hours) = 8 0600-0255 \$4,296.32 Subtotals (Costs) = \$1,411.92 Task 4 Design Development 4 Topographic Survey and Control 4 16 Right of Way 16 4 ODCs Subtotals (Hours) = N/A 32 8 Subtotals (Costs) = \$4,296.32 \$1,411.92 Totals (Summary) = Total (Hours) = N/A 18 70 Total (Costs) = \$583.00 \$3,176.82 \$9,398.20 Percentage of Total (Hours) = N/A 20% 80% Percentage of Total (Costs) = 4% 24% 71%

Att. A, AI 8, 9/21/17

			-	
		MTS	Doc. No.:	G1948.0-17
		Work	Order No.:	WOA1948-AE-04
		At	tachment:	В
			Total	Totals
			Hours	
-	\$-	\$ -		
			2	\$268.52
			3	\$445.01
			3	\$445.01
				¢=00.00
				\$583.00
		i	8	\$1,741.54
		l	8	\$1,741.54
			20	\$2,854.12
			20	\$2,854.12
				i
			40	\$5,708.24
			40	\$5,708.24
			00	\$0.054.40
			20	\$2,854.12
			20	\$2,854.12
			40	\$5,708.24
			40	\$5,708.24
		I	V	¥0,1 00.24
		[88	\$13,158.02

φ10,100.02

\$13,158.02

100%

88

100%

Att. A, AI 8, 9/21/17

Consultant/ Subconsultant: PDC	Contract No:	G1948.0-17
	Task Order No.	WOA1948-AE-04
Work Order Title: TPSS Blue Line Rehabilitation	Attachment:	В

						TASKS	6/WBS (1-5)						
ODC				Task 1		Task 2		Task 3		Task 4		Task 5	
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00			200	\$200.00						
2	Deliveries	LS	\$1.00			2	\$2.00						
3	Mileage	MI	\$0.540			150	\$81.00						
4	Scanning	LS	\$1.00			200	\$200.00						
5	Other (Photo, etc.)	LS	\$1.00			100	\$100.00						
6													
7													
8													
9													
10													
				Subtatal		Subtotal	¢592.00	Subtotal		Subtotal		Subtatal	
				Subtotal =		Subtotal =	\$583.00	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC												Тс	otals
Item	Description	Quantity	Total	Quantity	Total								
1	Repro & Graphics											200	\$200.00
2	Deliveries											2	\$2.00
3	Mileage											150	\$81.00
4	Scanning											200	\$200.00
5	Other (Photo, etc.)											100	\$100.00
6													
7													
8													
9													
10													
	L	Subtotal =		Totals =	\$583.00								

Work Order Estimate

	Summary															
		Consultant/Subconsultant: Leighton										1	/ITS Doc. No.:	G1948.0-17		
	Total Hours = 160											-		W	ork Order No.:	WOA1948-AE-04
	Total Costs = \$40,354.50 Work						TPSS Blue I	₋ine Rehabili	tation						Attachment:	В
				ODCs (See Attachment)	Sr. Principal	Associate	Associate	Project Geologist	CAD Operator	Project Admin / Word Processor					Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS De	scription	Attachinenty	\$ 277.86	\$ 167.48	\$ 167.48	\$ 107.14	\$ 115.69	\$ 78.50	\$-	\$-	\$ -	\$ -		
	0600-025	5														
4	Task 4	Design Development														
4.13.1	Geotechnical				4	2	8	24	6	14					58	
4.13.1.1	Preliminary Geote				3	2	8	24	6	8					51	\$6,401.88
4.13.1.2	Geotechnical Des	ign Reports			3	2	8	24	6	8					51	\$6,401.88
	0.5.0															
	ODCs		<u> </u>	\$20,400.00					1.2						100	\$20,400.00
			Subtotals (Hours) =		10	6	24	72	18	30					160	\$40,354.50
		T (L (0)	Subtotals (Costs) =	\$20,400.00	\$2,778.60	\$1,004.88	\$4,019.52	\$7,714.08	\$2,082.42	\$2,355.00					160	
		Totals (Summary) =													160	\$40,354.50
		Total (Hours) =		N/A	10			72		30					160	•
		Total (Costs) =		\$20,400.00	\$2,778.60	\$1,004.88	\$4,019.52	\$7,714.08	\$2,082.42	\$2,355.00						\$40,354.50
		Percentage of Total (Hours) = Percentage of Total (Costs) =		N/A 51%	6% 7%			45% 19%	11% 5%	19% 6%					100%	100%

Att. A, AI 8, 9/21/17

Att. A, AI 8, 9/21/17

Consultant/ Subconsultant: Leighton

Contract No: **G1948.0-17** Task Order No. **WOA1948-AE-04**

Attachment: B

Work Order Title: TPSS Blue Line Rehabilitation

	TASKS/WBS (1-5)												
ODC				1	Task 1	т	ask 2	-	Fask 3	т	ask 4	т	ask 5
ltem	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Boring Permits	EA	\$200.00							3	\$600.00		
2	Geotechnical Lab Testing	EST	\$600.00							3	\$1,800.00		
3	Reproduction	EA	\$0.12										
4	Shipping/Courier	EA	\$12.50										
5	Utilities Clear - CPL	DAY	\$1,800.00							3	\$5,400.00		
6	Field Resistivity - SW Geophy	DAY	\$1,000.00							3	\$3,000.00		
7	Driller - Pacific	DAY	\$2,800.00							3	\$8,400.00		
8	Dynamic Cone Penetrometer	ea	\$50.00										
9	Cut-N-Core/ETI	DAY	\$400.00							3	\$1,200.00		
10	Mileage	MI	\$0.575										
				Subtotal =		Subtotal =		Subtotal =		Subtotal =	\$20,400.00	Subtotal =	

TASKS/WBS (6-10)

							· · ·						
ODC												Т	otals
ltem	Description	Quantity	Total	Quantity	Total								
1	Boring Permits											3	\$600.00
2	Geotechnical Lab Testing											3	\$1,800.00
3	Reproduction												
4	Shipping/Courier												
5	Utilities Clear - CPL											3	\$5,400.00
6	Field Resistivity - SW Geophy											3	\$3,000.00
7	Driller - Pacific											3	\$8,400.00
8	Dynamic Cone Penetrometer												
9	Cut-N-Core/ETI											3	\$1,200.00
10	Mileage												
	L	0.1.1.1										 	
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$20,400.00

Schedule	Duration (days)	Start Date	End Date
NTP Date	0	9/28/2017	9/28/2017
1.0 Project Management	440	9/28/2017	12/12/2018
2.0 Meetings	238	9/28/2017	5/24/2018
3.0 Scope of Work Development and Data Collection	42	9/28/2017	11/9/2017
Review of Record Documents and As Built Drawings	42	9/28/2017	11/9/2017
4.0 Design Development	224	11/9/2017	6/21/2018
Concept Site Plans	63	11/9/2017	1/11/2018
35% PS&E	63	1/11/2018	3/15/2018
Agency Review	28	3/15/2018	4/12/2018
Comment Response and Cost Estimate Refinement	28	4/12/2018	5/10/2018
100% PS&E	42	5/10/2018	6/21/2018
5.0 Bid Support	214	6/21/2018	1/21/2019
MTS PS&E Checklist	28	6/21/2018	7/19/2018
MTS IFB Process	84	7/19/2018	10/11/2018
Pre-bid Meeting	1	10/11/2018	10/12/2018
Bid Support	63	10/12/2018	12/14/2018
Deliver Conformed Plans	63	11/19/2018	1/21/2019



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

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

UNINTERRUPTIBLE POWER SUPPLY (UPS) ON-SITE REPAIR AND SUPPORT – 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. G2009.0-17, a Sole Source agreement (in substantially the same format as Attachment A) with Schneider Electric, for on-site support and repair of the current inventory of UPS units located throughout the MTS network including Data Centers, Trolley Stations and Bus Facilities.

Budget Impact

The project is funded under the Information Technology operations budget 661010-571250 as follows:

	Total
Base Year 1	\$163,282.35
Base Year 2	\$156,693.47
Base Year 3	\$106,077.56
Option Year 4	\$116,618.25
Option Year 5	\$129,259.60
Total Project	\$671,931.23

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



Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego

DISCUSSION:

UPS units are used to maintain network and systems operations during power fluctuations and outages. SANDAG procured the initial UPS units on behalf of MTS. All of these devices are currently limited to the original manufacturer's warranty and do not include on-site support or immediate parts replacements. A large number are currently out of the original 1-year manufacturer support and will require extended support for the estimated life of each unit.

American Power Conversion (APC) Corporation was acquired by Schneider Electric in 2007. Currently 99% of all MTS UPS units are APC devices manufactured by Schneider Electric. MTS has worked with the manufacturer in creating a unique SKU QWSC-QTAH65469-00 from Schneider Electric in conjunction with SACPower, a partner for APC/Schneider Electric, for on-site support and repair of the current inventory of UPS units in the MTS environment. As their preferred business practice, Schneider Electric has resellers that work as the middlemen between themselves and government agencies in responding to quotes for SKUs and managing the paperwork for a fee, but the actual on-site support and repair services are provided by Schneider Electric/SACPower.

MTS staff has determined that contracting directly with the manufacturer to support critical system infrastructure is in its best interest from a contractual, accountability and support perspective. Working directly with Schneider Electric creates cost savings for MTS by eliminating resellers fees, and allows MTS to work directly with the equipment manufacturer who has access to parts and expert knowledge in the maintenance and repair of the equipment. Holding a competitive procurement process to select a reseller as the go-between between MTS and the manufacturer is not efficient or cost effective. Staff recommends that MTS enters into a contract directly with Schneider Electric for onsite support and repair.

The table below shows the savings by comparing MTS's Independent Cost Estimate (ICE) and Schneider Electric's quote. For the first year, MTS estimated \$85,000 as the cost to restore the existing UPS units to a state of good repair. The services portion of the ICE was estimated at 25% of the cost to purchase new UPS units due to the age of the existing ones. As MTS is getting services directly from the manufacturer, it is not required to bring the UPS units to a state of good repair before maintenance service can begin. In addition, the manufacturer is offering MTS the services at a discounted cost as the parties are working directly with each other.

MTS ICE	\$1,158,141.20
Schneider Electric's quote	\$671,931.23
MTS savings (MTS ICE - quote)	\$486,209.97

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute G2009.0-17, a Sole Source agreement (in substantially the same format as Attachment A) with Schneider Electric, for the on-site support and repair of the current

inventory of UPS units located throughout the MTS network including Data Centers, Trolley Stations and Bus Facilities.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft Standard Services Agreement; Contract G2009.0-17

Att. A, AI 9, 9/21/17

STANDARD SERVICES AGREEMENT

G2009.0-17 CONTRACT NUMBER

FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2017, 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: Schneider Electric

Form of Business: Corporation

(Corporation, partnership, sole proprietor, etc.)

Telephone: (714) 878-7463

Email Address: Cory.Manley@schneider-electric.com

Address: 10805 Thornment Rd, Suite 140

San Diego, CA 92127

Authorized person to sign contracts: Cory Manley Enterprise Account Manager Name Title

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

Provide UPS Maintenance and Support as specified in the Scope of Work (attached as Exhibit A), Schneider Electric's cost proposal dated ___ (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C).

The contract term is for three (3) base years and two (2) 1-year options. The base period shall commence on October 1, 2017 through September 30, 2020; and option years from October 1, 2020 through September 30, 2022, exercisable at MTS's sole discretion.

Payment terms shall be net 30 days from invoice date. The base years cost is \$426,053.38, and the option years cost is \$245,877.85, for an overall total of \$671,931.23, which shall not be exceeded without MTS approval.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: Chief Executive Officer	Firm:
Approved as to form:	By: Signature
By:	Signature
Office of General Counsel	Title:
AMOUNT ENCUMBERED BUDGE	TITEM FISCAL YEAR
\$426,053.38	FY18-20
By:	
Chief Financial Officer	Date
(total pages, each bearing contract number)	SA-SERVICES REVISED (2/22/2017)



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

Agenda Item No. <u>10</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

ORANGE LINE DESIGN SERVICES FOR VARIOUS TRACK IMPROVEMENTS – WORK ORDER AGREEMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1947-AE-05 to MTS Doc. No. G1947.0-17 (in substantially the same format as Attachment A) with HDR Engineering, Inc. (HDR) for track improvement design services.

Budget Impact

The total value of this agreement will not exceed \$269,935.47 and is funded through the MTS Capital Improvement Project budget account 2005003101.

DISCUSSION:

The Scope of Work for HDR Work Order WOA1947-AE-05 consists of design services for various track improvements along the Orange line and will facilitate improved operation. HDR was selected to perform the services as it completed previous design services at the existing crossovers along the Orange Line. Utilizing HDR for the services will ensure consistency of design and create efficiencies through familiarity with the project. The design work for this project includes the following task items:

- Existing crossover removal and replacement within the 25th and Commercial station limits with standard ballasted track and repaying.
- Installation of a new universal crossover west of the 30th Street grade crossing with hand throw switches and standard flange RBM frog.
- Existing crossover removal and replacement of turnouts with new crossover.
- Existing turnout removal and replacement with a new turnout.

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • www.sdmts.com Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego

The work order will provide 100 percent construction documents, which includes plans, specifications, and a cost estimate to construct the improvements. Following completion of the project's final design, construction work for this project will be bid out separately and not completed using the Job Order Contract process.

Therefore, staff recommends that the San Diego MTS Board of Directors authorize the CEO to execute Work Order No. WOA1947-AE-05 to MTS Doc. No. G1947.0-17 with HDR for track improvement design services.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G1947.0-17

September 21, 2017

MTS DOC No. G1947.0-17 Work Order WOA1947-AE-05

Mr. Thomas K. Kim Senior Vice President HDR Engineering, Inc. 401 B Street, Suite 110 San Diego, CA 92101

Dear Mr. Kim:

Subject: MTS DOC. NO. G1947.0-17, WORK ORDER WOA1947-AE-05; GENERAL ENGINEERING DESIGN SERVICES FOR VARIOUS TRACK IMPROVEMENTS ALONG THE ORANGE LINE

This letter shall serve as our agreement for professional services, Work Order WOA1947-AE-05, under the General Engineering Consultant Agreement, MTS Doc. No. G1947.0-17, as further described below.

SCOPE OF SERVICES

Provide general engineering services design services for various track improvements along the Orange line will facilitate improved operation and provide equipment upgrades. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A and B)

SCHEDULE

This Work Order will not change the original schedule. The Scope of Services, as described above, shall remain in effect for ten (10) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$269,935.47.

Sincerely,

Accepted:

Paul C. Jablonski Chief Executive Officer Thomas K. Kim HDR Engineering, Inc.

Date:



WORK ORDER TITLE: Design Services for various track improvements along the Orange Line MTS Doc. No. G1947.0-17, WOA1947-AE-05

I. <u>PROJECT DESCRIPTION</u>

This project is the culmination of several necessary improvements to the existing orange line to facilitate improved operations and provide equipment upgrades. The work for this project includes the following tasks items:

- The existing tongue and mate crossovers (universal) within the 25th and Commercial station limits will be removed and replaced with the standard paved ballasted.
- Installation of a new No. 6 universal crossover installed west of the 30th Street Grade crossing, with hand throw switches and standard flange RBM frog.
- The existing crossover (tongue and mate), turnouts 9 and 11, will be removed and replaced with a new No. 10 crossover, with Sampson points, and earth enclosure to accommodate an H&K switch machine.
- The existing No. 5 turnout will be removed and replaced with a new No. 10 turnout (open ballasted track) to accommodate the M23E switch machine. Heal block shall be non-floating style.
- All trackwork shall be coordinated to minimize rework of existing overhead catenary system.

Under this Work Order Consultant will also provide assistance in the permitting process with the City of San Diego.

II. EXPECTED RESULTS

The work order will provide 100 percent construction documents which includes plans, specifications, and cost estimate to construction the improvements as described herein. It is anticipated that this project will be bid out separately and not completed using the Job Order Contract process. The Consultant shall also develop separate procurement packages to support MTS in owner procuring long lead items.

III. SCOPE OF WORK

The scope of work to be performed by Consultant shall consist of the following tasks and deliverables:

TASK 1- WORK ORDER MANAGEMENT

This task includes project management services associated with this work order, including the requirements for progress reports, invoicing, meetings, quality assurance/quality control, and administration of the Consultant's and subconsultant's work. It is anticipated that monthly team meetings will be established and attended by three (3) consultant team members. In addition, design review meetings will be held follow each milestone submittal to address comment resolution. Each review meeting will be attended by three (3) consultant team members.

1.1 **Progress Reports and Invoices**

Att. A, AI 10, 9/21/17 Contract No.: G1947.0-17 Work Order No.: AE-05 Attachment A

At the end of each month, Consultant shall report on work progress consistent with MTS's reporting and invoicing formats in the form of a progress report with each invoice indicating work completed (WBS subtask) by Consultant. Progress will be based on the physical percentage complete of individual subtasks or actual progress toward completion.

Consultant will submit one copy of a monthly progress report consisting of a written narrative to the MTS PM.

1.2 Inter-Agency and Project Coordination

Consultant will coordinate meetings and deliverables, and assist the MTS PM on coordination with MTS departments, City of San Diego, and other governing agencies, for all deliverables to ensure consistency among stakeholders.

TASK 2 – FIELD SURVEY AND INVESTIGATION

The Consultant will perform field survey needed to develop the existing topography to support design efforts at the 9/11 crossover (Commercial Street bounded by National Avenue and 16th Street), removal of existing universal crossover at 25th and Commercial (Commercial bounded by 24th and 26th Street); and location of proposed No. 6 universal crossover (Commercial Street bounded by 29th and 30th Street). No survey will be required for the replacement of Turnout No. 5 as existing and proposed turnouts are of similar geometry and considered an in-kind replacement. Features to be collected will include but not be limited to top of rail, key points of existing special trackwork, OCS poles, roadway features, sidewalk features, fences, signs, utility boxes, etc (back of sidewalk to back of sidewalk). Additionally, ground shot cross sections will be obtained for in-street running locations. A DTM of collected points will be provided.

The Consultant shall provide a survey control sheet to support proposed improvements within the footprint of the existing 25th and Commercial Station, amending previous survey efforts completed on the Orange Line Stations Project; a second control sheet for the proposed universal crossover on Commercial Street; and a third sheet to support the 9/11 crossover location.

TASK 3 - DESIGN SUPPORT SERVICES

The Consultant shall develop final design documents that will include Plans, Specifications, and Estimates for the project. A separate Procurement Package shall be developed to assure 'long-lead' items associated with this project are procured early to mitigate delays to project schedule. At a minimum the items will include: Special Trackwork and associated track mounted signaling equipment (e.g. earth box for switch machines and Negative Return bonding); and OCS poles and related appurtenances. The anticipated milestone submittals are 50%, 95%, and 100% for the following locations:

3.1 25th and Commercial (embedded ballasted track) and New No. 6 Universal

The existing tongue and mate universal crossover is currently within the station limits at 25th and Commercial. The existing crossover will be removed and disposed of by the construction contractor; the OCS will be modified to reflect the updated track configuration by removing the catenary crossover. The trackway will be fully removed and replaced with a complete section including subballast, ballast, ties, rail, and all rail fastening hardware. The limits of proposed track replacement include the limits bound along Commercial Street by Harrison Avenue and 26th Streets, including the existing grade crossing at 25th street. No coordination with the CPUC

is included in this scope of services. No coordination with CPUC is anticipated as the project is considered a maintenance project and no changes to track or roadway profiles are anticipated.

A new universal crossover will be constructed west of the existing 30th Street grade crossing. The crossovers shall be placed on tangent track and shall be placed a desired minimum distance according to the design guidelines from crosswalks, outside of road crossings, and to minimize the relocation or replacement of existing poles. Existing poles with increased loading will be evaluated and replaced if necessary.

The crossovers shall be No. 6 hand throw, and the frog shall include a standard flange way and be of RBM style.

The new location will require new OCS be installed over each crossover using OCS messenger/contact wire to match the existing conditions, including new poles and headspans as required to accommodate the new crossovers. It is assumed that required assemblies will be pulled from previous projects or current standard plans for inclusion into the design package.

It is anticipated that some improvement may be within public right-of-way of the City of San Diego, and therefore coordination and approvals with the cities development services will be necessary. As such traffic controls plans will be developed for use in obtaining necessary approval from the City. The traffic control plans will include necessary detours or lane closures to accommodate proposed construction activities.

3.2 Turnouts 9 and 11 (embedded ballasted track)

The existing tongue and mate crossover is currently in need of replacement. The existing crossover will be removed and disposed of.

A new crossover consisting of standard No. 10 turnouts will be constructed in the current location of the existing crossover. The turnouts shall be designed to accommodate the H&K switch machine; all contained in earth boxes conforming to recent installations at turnout 1 and turnout 3. It is anticipated that no new OCS poles will be required, but catenary registration and other improvements will be considered with final location of the new crossover. It is assumed that any required OCS assembly will be pulled from previous projects or current standard plans for inclusion into the design package. 8 hours of OCS support will be provided to detail any required improvements.

Similar to other embedded turnouts, the proposed earth boxes will be designed to include appropriate drainage features to connect the earth boxes to existing storm drain systems using PVC pipe similar to previous designs. It is anticipated that additional effort will be required to process a deviation with the City of San Diego to allow connection to its system with elements deviating from its standards.

It is anticipated that some improvement may be within public right-of-way of the City of San Diego, and therefore coordination and approvals with the cities development services will be necessary. As such traffic controls plans will be developed for use in obtaining necessary approval from the City. The traffic control plans will include necessary detours or lane closures to accommodate proposed construction activities.

Design will be coordinated with signaling improvements being completed by others.

3.3 Turnout No. 5 (open ballasted track)

The existing turnout No. 5 is a standard No. 10 and requires replacement. The existing turnout will removed and disposed of by the construction contractor. The existing track section shall be removed to existing hardpan and new section will be constructed with the installation of the turnout.

The new No. 10 turnout will be constructed to accommodate an M23E switch machine. A standard heel block will be specified for this turnout. It is anticipated that minimal OCS work will be required, but catenary registration and other improvements will be considered with final location of new turnout. 2 hours of OCS support will be provided to detail any required improvements.

Design submission for this location will be limited to standard no. 10 turnout detail. No plan, profile or sections will be developed or provided. No traffic control plans will be necessary to support the turnout replacement.

Design will be coordinated with signaling improvements being completed by others.

3.4 **Project Specifications and Estimate**

The consultant shall develop project specifications and a detailed cost estimate. The specifications shall accompany the submittal starting with the 65% submission and the cost estimate will accompany each submission provided. A detailed bid list will be provided with the 100% submission. It is anticipated that the proposed specifications will be developed based on previous construction contracts of similar type work, with estimates based on similar historical data from past projects.

In addition, to support the development of the CIP funding request for construction dollars for the project, consultant shall provide an Order of Magnitude Cost Estimate prior to submission of the 50% submittal.

TASK 4 - CITY COORDINATION AND REVIEW

Consultant shall assist and coordinate with the City of San Diego Development Services as required to obtain approvals for proposed improvements and necessary traffic and pedestrian controls required for construction. The first submittal to Development Services will follow the 65% submittal to MTS. It is anticipated that three (3) submissions to development services will be required to obtain necessary approvals. Consultant will address City of San Diego comments, provide responses, and incorporate comments into the plans as necessary to close out comments. The Consultants will continue with City of San Diego review process until final approval has been received including but not limited to the following:

- Collect/obtain additional information and data pertaining to non-design/non-related elements of the project to be added to the plan set for conformance with City of San Diego Development Services Department requirements.
- Perform additional field visits to obtain evidence of existing conditions to justify design elements.
- Update plan sets to address City comments.
- Survey records and reporting
- Property data search, if needed

- Coordination with City agents and Stakeholders including communication for clarity and resolution
- Reproduction
- Submittal and re-submittal processing

TASK 5 – CONSTRUCTION STAGING AND WORK PLAN

Consultant will develop a construction staging and work plan to be approved by MTS. The staging and work plan shall be incorporated into the plans and specification indicating the order of the work and staging to maintain LRT operations. The staging plan will be developed in conjunction with MTS operation and will consider operational limitations imposed on MTS by major events, conventions which generate substantial ridership at certain times.

IV. PERIOD OF PERFORMANCE

The period of service shall be a duration of 10 months from the notice to proceed. .

V. DELIVERABLES

50%, 95%, and 100% Plans, Specifications, and Estimate. Provide five 11" x 17" hard copy sets and PDF of each document included for submission to MTS.

A standalone procurement package as needed for MTS to procure long lead items. The procurement package will be submitted at time of 100% submission and include appropriate plans, specifications, and cost estimate.

The completed Construction package is anticipated to include the following:

General	Sheet Count
Title Sheet with Vicinity/Location Map	1
Index	1
Notes	2
Legend/Symbols/Abbreviations	1
Key Map	1
Survey Control Sheet(s)	3
Track	
Demolition Plans (1"=20')	7
Geometry Tables	2
Track Plan & Profile Plans (1"=20')	7
Track Profiles (1"=20')	4
No. 6 Crossover Detail	1
No. 10 Crossover Detail	1
No. 10 Turnout Detail	1
Track Typical Sections & Details	3
Drainage Detail	1

Drawings	
Demolition Layout Plan and New OCS	4
Layout Plan	4
OCS pole and guy foundation, and down	2
guy details	2
OCS pole detail	1
Assembly details to support the	6
modified OCS	0
Traffic Control/Staging	
Traffic Control Notes	1
Detour Plans	7
Traffic Control Plans (1"=40)	4
Staging Plans	4

Total Sheets 69

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Project Management and Coordination	NTP/NTP + 10 months
Field Survey	NTP/NTP + 1 month
50% Submittal	NTP/NTP + 5 months
95% Submittal	NTP/NTP + 7 months
100% Submittal	NTP/NTP + 9 months
City of San Diego Submittals	50% Sub + 4 months

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Field Survey	1 month following NTP
ROM Estimate	October 13, 2017
50% Submittal	5 months following NTP
95% Submittal*	7 months following NTP
100% Submittal	9 months following NTP
Procurement Package	9 months following NTP
Final City of San Diego Submittal	4 months following 50% Submittal
*Excludes OCS drawings	

VII. MATERIALS TO BE PROVIDED BY MTS AND/OR THE OTHER AGENCY

Email check payment receipt to <u>Jessica.Talman@hdrinc.com</u> to allow HDR to process subconsultant payment within 7 day DBE policy requirement.

VIII. SPECIAL CONDITIONS

1. HDR shall not be responsible for costs associated with MTS flag protection for all onsite activities performed as necessitated by the design process.

2. MTS shall be responsible for all review/permit costs associated with obtaining city approvals.

3. Available flown aerial topography from the Orange Line Fiber project shall be obtained from SANDAG and may be utilized to supplement new survey and expedite order of magnitude cost estimate.

4. MTS shall provide right of way information.

5. It is assumed that any required OCS assembly will be pulled from previous projects or current standard plans for inclusion into the design package to minimize the design cost. If new assembly details are required to be developed, this will be treated as a change to the scope.

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. <u>DEFICIENT WORK PRODUCT:</u>

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

- Paying applicable delay fees,
- Revising provided documents,

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

Att. A, AI 10, 9/21/17 Contract No.: G1947.0-17 Work Order No.: AE-05 Attachment A

XI. <u>DELIVERABLE REQUIREMENTS</u>

Consultants will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a resubmission of a deliverable, at no cost, if it does not meet the requirements specified in the work order or materially revise the work order. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Consultants to any third party.

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

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

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

XII. ADDITIONAL INFORMATION

Not Applicable to this WOA.

Work Order Estimate Summary

MTS Doc. No.	G1947.0-17
Work Order No.	WOA1947-AE-05
Attachment:	В

Work Order Title:

Orange Line Track Improvements

Project No:	

Table 1 - Cost Codes Summary (Costs & Hours)

lt	em	Cost Codes	Cost Codes Description	Total Costs
	1	0100	Project Management	\$26,083.62
	2	0255	Engineering	\$243,851.85

Totals = \$269,935.47

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

ltem	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Admin	Work Order Management	130.00	\$26,083.62
2	Engineering	Field Survey	192.00	\$29,836.44
3	Engineering	Design Support Services	1,366.00	\$191,185.55
4	Engineering	City Coordination and Review	96.00	\$11,649.36
5	Engineering	Construction Staging and Workplan	74.00	\$11,180.50
				••••• •••
		Totals =	1,858.00	\$269,935.4

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

(If A	Applical	ble, Se <u>ne)</u>	lect					
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs		
				HDR Engineering, Inc.	1,338.00	\$184,882.06		
Х				Aguirre & Associates	184.00	\$28,353.62		
				Gannett Fleming	336.00	\$56,699.79		
				Totals =	1,858.00	\$269,935.47		

Work Order Estimate Summary

			(Consultant/Su	ubconsultant:	HDR Engine	ering, Inc.]				S Doc. No.:	G1947.0-17
	Total Hours =	1,338												Worl	Corder No.:	WOA1947-AE-
	Total Costs =	\$184,882.06		Wor	k Order Title:	Orange Line	Track Impro	ovements							tachment:	В
		INTERNAL ONLY		Boley	Maggert	Magee	Andres	Granado	Talman	Hernandez	OCS	OCS				
			ODCs (See	Sr. Project Manager	Project Manager II	Engineer III	Engineer I	Technician II	Sr. Admin Assistant	Project Engineer	Group Director/ Systems	Engineer III			Total Hours	Totals
əm	TASKS/WBS	TASKS/WBS Description	Attachment)	\$ 255.27	\$ 255.27	<mark>\$ 128.91</mark>	<mark>\$ 101.96</mark>	\$ 119.64	<mark>\$ 134.01</mark>	\$ 149.33	\$ 219.23	\$ 128.91	\$ -	\$ -		
1	Admin	Work Order Management														
.1 .2	0100	Progress Reports and Invoices Project Meetings	\$357.00	2 12	12	10 12			24						36 36	\$5,37 \$7,67
.3	0100	Project Coordination		2	2	4									8	\$1,53
	<u></u>	Subtotals (Hours) = Subtotals (Costs) =	N/A \$357.00	16 \$4,084.32	14 \$3,573.78	26 \$3,351.66			24 \$3,216.24						80 80	\$14,58 \$14,58
2	Engineering	Field Survey														
.1	0255	Review and Coordinate Survey		2	2	2	2								8	\$1,48
	0255	Field Survey and DTM Development Subtotals (Hours) =	N/A	2	2	2	2								8	\$1,48
		Subtotals (Costs) =		\$510.54	\$510.54	\$257.82	\$203.92								8	\$1,48
3	Engineering	Design Support Services	****													*
.1	0255	Turnout No. 5 Track and Civil	\$300.00													\$30
		Track Plan (No. 10 turnout layout only) OCS		2	2	10		10		1					23	\$3,14 \$51
2	0055	Signaling Coordination			2										2	\$51
.2	0255	9/11 Crossover Track and Civil														
		General Sheets (Covered in 3.4) Demolition Plans				8		8		1					17	\$2,13
		Track Plans		2		16		16		1					35	\$4,63
		Track Details Typical Sections		2		12 12		12 12		1					27 26	\$3,64 \$3,38
		Drainage Improvements		1		16	40	16 32		2 32					35	\$4,53
		Traffic Control OCS			8		16	32		32					80 8	\$10,23 \$2,04
.3	0255	Signaling Coordination 25th and Commercial			2										2	\$51
		Track and Civil General Sheets (Covered in 3.4)														
		Demolition Plans					12	12		1					25	\$2,80
		Track Plans Track Details		2			24 16	24 16		2					52 36	\$6,12 \$4,35
		Typical Sections Traffic Control		1			16 8	16 40		2 40					35 89	\$4,09 \$11,82
		OCS					0	P		τγ					00	ψ11,02
.4	0255	New Universal Crossover No. 6 Track and Civil														
		General Sheets Demolition Plans		1	1	24 12		24 12		2					52 25	\$6,77 \$3,13
		Track Plans		2		32		32		2					68	\$8,76
		Track Details Typical Sections		2		24 16		24 16		2					52 34	\$6,77 \$4,38
		Traffic Control		1		8		40		40					89	\$12,04
.5	0255	OCS Develop Project Specifications		16	8	60				20					104	\$16,84
.6 .7	0255	Develop Detailed Cost Estimate Package Procurement Submittal		8	8	24 16	40 8	24 16		8					112 50	\$15,32 \$7,13
		Subtotals (Hours) = Subtotals (Costs) =	N/A \$300.00	49 \$12.508.23	35 \$8.934.45	290	140 \$14,274.40	402		164 \$24,490.12					1,080 1,080	\$145,98 \$145,98
	F u ain a aria a	Oite Oceaniestics and Deview														
4	Engineering	City Coordination and Review			1	1										.
.1 .2	0255 0255	Initial City Submittal and Coordination Second City Submittal and Coordination	\$300.00				16 16	8		8					32 32	\$4,08 \$3,78
.3 .4	0255	Third City Submittal and Coordination					16	8		8					32	\$3,78
.4		Subtotals (Hours) = Subtotals (Costs) =	N/A \$300.00				48 \$4,894.08	24 \$2,871.36		24 \$3,583.92					96 96	\$11,64 \$11,6 4
5	Engineering	Construction Staging and Workplan]												
.1	0255	Turnout No. 5	\$50.00	1	1	4		4		1					11	\$1,70
.2	0255	9/11 Crossover	<i>400.00</i>	2	2	8		8		1					21	\$3,15
.3 .4	0255 0255	25th and Commercial New No. 6 Universal		2	2	8 8		8 8		1					21 21	\$3,15 \$3,15
		Subtotals (Hours) = Subtotals (Costs) =	N/A \$50.00	7 \$1,786.89	7	28 \$3,609.48		28 \$3,349.92		4 \$597.32					74 74	\$11,18 \$11,18
			,									*	*	Totals		
		Totals (Summary) = Total (Hours) =	N/A	74		346	190		24					Totals =	1,338 1338	\$184,88
		Total (Costs) =	\$1,007.00			\$44,602.86	\$19,372.40			\$28,671.36						\$184,88
		Percentage of Total (Hours) =	N/A	6%	4%	26%	14%	34%	2%	14%					100%	
		Percentage of Total (Costs) =	1%						2%			1	1		1	

Att. A, Al 10, 9/21/17

WOAT347-AL-03	
в	
Totals	
\$5,372.88	
\$7,673.40	
\$1,536.72	
\$14,583.00	
\$14,583.00	
\$1,482.82	
\$1,482.82	
\$1,482.82	
\$300.00	
φ300.00	
\$3,145.37	
\$510.54	
\$510.54	
\$2,137.73	
\$4,636.67	
\$3,642.47 \$3,387.20	
\$4,530,73	
\$10,238.40	
\$2,042.16	
\$510.54	
\$2,808.53	
\$6,127.60 \$4,354.80	
\$4,354.80 \$4,099.53	
\$11,829.75	
\$6,774.40	
\$0,774.40	
\$8,762.80	
\$6,774.40	
\$4,381.40	
\$12,045.35	
\$16,847.68	
\$15,322.56	
\$7,133.30	
\$145,986.38 \$145,986.38	
\$145,986.38	
\$4,083.12	
\$3 783 12	
\$3,783.12	
\$11,649.36	
\$11,649.36	
\$1,704.07	
\$3,158.81	
\$3,158.81	



Att. A, Al 10, 9/21/17

Work Order Estimate Summary

Consultant/ Subconsultant: HDR Engineering, Inc.	Contract No:	G1947.0-17
	Task Order No.	WOA1947-AE-05
Work Order Title: Orange Line Track Improvements	Attachment:	В

TASKS/WBS (1-5)

			,										
ODC				٦	ask 1	-	Task 2	т	ask 3	٦	ſask 4	т	ask 5
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction	EA	\$50.00	5	\$250.00			6	\$300.00	6	\$300.00	1	\$50.00
2	Mileage	Mile	\$0.535	200	\$107.00								
3													
4													
5													
6													
7													
8													
9													
10													
	L		·	Subtotal =	\$357.00	Subtotal =		Subtotal =	\$300.00	Subtotal =	\$300.00	Subtotal =	\$50.00
								1			•		• • • • •

TASKS/WBS (6-10)

ODC												Т	otals
Item	Description	Quantity	Total	Quantity	Total								
1	Reproduction											18	\$900.00
2	Mileage											200	\$107.00
3													
4													
5													
6													
7													
8													
9													
10													
	L	Subtotal =		Totals =	\$1,007.00								

Work Order Estimate Summary

	Total Hours =	184]	Consultant/St	ubconsultant:	Aguirre & A	ssociates]					MTS Doc. No Work Order No	
	Total Costs =	\$28,353.62		Worl	k Order Title:	Orange Line	e Track Impr	ovements								Attachmer	it: B
Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Land Surveyor \$ 140.70	Technician	Party Chief (PW) \$ 190.69	Chainman (PW)						\$ -	\$.	\$	Total Hours	Totals
		1		1								I					
	Admin 0100	Work Order Management Progress Reports and Invoices															
1.1 1.2	0100	Project Meetings															
1.3	0100	Project Coordination															
		Subtotals (Hours) = Subtotals (Costs) =															
	Engineering	Field Survey															
2.1	0255 0255	Review and Coordinate Survey Field Survey and DTM Developmen	\$100.00	26	60	49	49				· · · · · ·					1	\$28,353.62
		Subtotals (Hours) = Subtotals (Costs) =	N/A \$100.00	26 \$3,658.20	60 \$5,809,80	49 \$9.343.81	49 \$9,441.81									1	84 \$28,353.62 84 \$28,353.62
		Subiotais (COSIS) =	\$100.00		1 40,009.00	ຼ # 9,343.61	ຼ ມູສາຊາຊາ.01		I	·	I	I	L	I	. I	1	\$28,333.62
3	Engineering	Design Support Services															
3.1	0255	Turnout No. 5															
		Track and Civil General Sheets (Covered in 3.4													-		
		Demolition Plan															
	······	Track Plan Track Details															
		OCS Signaling Coordinatior															
3.2	0255	9/11 Crossover															
		Track and Civil General Sheets (Covered in 3.4								· · · · · ·							
		Demolition Plans Track Plans															
		Track Details															
		Typical Sections Drainage Improvement:															
		Traffic Control															
		OCS Signaling Coordination															
3.3	0255	25th and Commercia Track and Civil													-		
		General Sheets (Covered in 3.4															
		Demolition Plans Track Plans															
		Track Details Typical Sections															
		Traffic Control															
3.4	0255	OCS New Universal Crossover No. 6				· · · · ·	·			· · · · · ·							
		Track and Civil General Sheets															
		Demolition Plans Track Plans															
		Track Details															
		Typical Sections Traffic Control												· · · ·			+
2.5	0255	OCS															
3.5 3.6	0255 0255	Develop Project Specification: Develop Detailed Cost Estimati															
3.7	0255	Package Procurement Submitta Subtotals (Hours) =	N/A														
		Subtotals (Costs) =												1			
4	Engineering	City Coordination and Review															
4.1	0255	Initial City Submittal and Coordinatio															
4.2 4.3	0255	Second City Submittal and Coordinatio Third City Submittal and Coordinatio												· · · ·			
4.4		Subtotals (Hours) =	N/A														
		Subtotals (Hours) = Subtotals (Costs) =	IN/A								<u> </u>						
5	Engineering	Construction Staging and Workplan															
5.1	0255	Turnout No. 5															
5.2 5.3	0255 0255	9/11 Crossover 25th and Commercia															
5.4	0255	New No. 6 Universa Subtotals (Hours) =	N/A														
		Subtotals (Fours) =									l			1			

Att. A, Al 10, 9/21/17

Work Order Estimate Summary

Consultant/ Subconsultant: Aguirre & Associates	Contract No:	G1947.0-17
	Task Order No.	WOA1947-AE-05
Work Order Title: Orange Line Track Improvements	Attachment:	В
TASKS/WBS (1-5)		

							. ,						
ODC				-	Fask 1	1	Task 2	-	Task 3	1	Task 4	т	ask 5
ltem	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction	LS	\$50.00										
2	Mileage	Mile	\$0.535										
3	Reference Maps	LS	\$100.00			1	\$100.00						
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =	\$100.00	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC												Т	otals
ltem	Description	Quantity	Total	Quantity	Total								
1	Reproduction												
2	Mileage												
3	Reference Maps											1	\$100.00
4													
5													
6													
7													
8													
9													
10													
	L	Cultured		Quintentel		Cultural				Cultured			¢100.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$100.00

Work Order Estimate Summary

		l	1	Consultant/Su	ubconsultant:	Gannett Fle	ming									S Doc. No.:	G1947.0-17
	Total Hours =	336				1									Work	Order No.:	WOA1947-AE-05
	Total Costs =	\$56,699.79		Worl	k Order Title:	Orange Line	Track Impro	ovements							A	ttachment:	В
			ODCs (See Attachment)	Task Lead	Techincal Expert - QA/QC	Engineer III	Designer III	Engineer II	Designer II	Technician III/Admin						Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description	,	\$ 281.24	\$ 289.79	\$ 200.63	<mark>\$ 165.81</mark>	\$ 156.46	\$ 104.40	\$ 111.60			\$ -	\$ -	\$ -		
1	Admin	Work Order Management															
1.1	0100	Progress Reports and Invoices		16	10	16				8						50	\$11,500.62
1.2	0100	Project Meetings			-						-						
1.3	0100	Project Coordination															
L		Subtotals (Hours) =	N/A	16	10	16				8						50	\$11,500.62
		Subtotals (Tours) =	19/6	\$4,499,84	\$2,897.90	\$3,210.08				\$892.80						50	
				¢1,100.01	\$2,007.00	\$0,210.00				\$00 <u>2</u> .00		1					\$11,000.0 <u>2</u>
3	Engineering	Design Support Services															
3.1	0255	Turnout No. 5															
		Track and Civil															
		General Sheets (Covered in 3.4)															
		Demolition Plan													_		
-		Track Plan]
-		Track Details OCS															
ŀ		Signaling Coordination													-		
3.2	0255	9/11 Crossover													-		
0.2	0200	Track and Civil														-	
		General Sheets (Covered in 3.4)															
ł		Demolition Plans															
1		Track Plans															
Ī		Track Details															-
		Typical Sections															
		Drainage Improvements															
		Traffic Control															
		OCS															
	0055	Signaling Coordination															
3.3	0255	25th and Commercial Track and Civil															
ł		General Sheets (Covered in 3.4)												+		l	
ŀ		Demolition Plans														1	
		Track Plans															
		Track Details															
ľ		Typical Sections															
[Traffic Control															
	0077	OCS		4		1	16	16	19							56	\$8,465.51
3.4	0255	New Universal Crossover No. 6															
-		Track and Civil General Sheets]
ŀ		Demolition Plans															
ŀ		Track Plans														-	
ŀ		Track Details															
ŀ		Typical Sections														1	
		Traffic Control															
ľ		OCS		10		4	30	40	70							154	\$22,155.62
3.5	0255	Develop Project Specifications		4	2	8	24		-							38	\$7,289.02
3.6	0255	Develop Detailed Cost Estimate		4	2	8	24									38	\$7,289.02
3.7	0255	Package Procurement Submittal															A 15 10
		Subtotals (Hours) =	N/A	22	4	21	94	56	89				+	+	+	286	
		Subtotals (Costs) =		\$6,187.28	\$1,159.16	\$4,213.23	\$15,586.14	\$8,761.76	\$9,291.60	I		1	1	1	1	286	\$45,199.17

Att. A, Al 10, 9/21/17

Work Order Estimate Summary

	Consultant/ Subconsultant:	Gannett Flen	ning]				Contract No:	
	West Only Title	Onen no Line	Tao ala lucuratione a					1				L	WOA1947-AE-05
	Work Order Title:	Orange Line	Track Improvemer	115								Attachment:	В
						TASK	S/WBS (1-5)						
ODC				т	ask 1	1	ľask 2		Task 3	1	Task 4	۲	Fask 5
ltem	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction	LS	\$50.00										
2	Mileage	Mile	\$0.535										
3	Reference Maps	LS	\$100.00										
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

											Тс	tals
Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
ion												
Maps												
	Subtotal -		Subtotal -		Subtotal -		Subtotal -		Subtotal -		Totals -	
		Subtotal =	Subtotal =	Subtotal = Subtotal =	Subtotal = Subtotal =	Subtotal = Subtotal =	Subtotal = Subtotal =	Subtotal = Subtotal = Subtotal =	Subtotal = Subtotal = Subtotal =	Subtotal = Subtotal = Subtotal = Subtotal =	Subtotal = Subtotal = Subtotal = Subtotal =	Subtotal = Subtotal = Subtotal = Subtotal = Totals =



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

SERVICE AND MAINTENANCE OF THE HEGENSCHEIDT UNDERFLOOR WHEEL TRUING MACHINE - SOLE SOURCE AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL242.0-18, a sole source agreement, for a period of three (3) years with Simmons Machine Tool Corporation (SMTC) for service and maintenance of the Hegenscheidt Underfloor Wheel Truing machine.

Budget Impact

The total value of this agreement will not exceed \$157,725.00 and is funded through Cost Center 350016-536500.

DISCUSSION:

The Hegenscheidt Wheel Truing Machine was installed inside the San Diego Trolley Inc. (SDTI) Building C. The Wheel Truing Machine is used to cut and reprofile the steel wheels on the light rail vehicle (LRV) fleet at prescribed intervals as part of SDTI's preventative maintenance program. This process insures a safe wheel to rail interface and proper ride quality is maintained on the vehicles. The Wheel Truing Machine requires periodic maintenance and calibration to ensure trouble free operation. This machine is critical to SDTI operations and needs to be kept in operation at all times to facilitate LRV service. It provides a means of ensuring that the wheels under the LRV provide a safe means of transport for riders and that they meet local, state, and federal specifications.

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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.

SDTI LRV mechanics received training from SMTC during the installation and commissioning of the machine for day to day maintenance and upkeep but not for the calibration of the machine's laser system or for heavy maintenance and repair. At this time SDTI does not have the expertise to perform the work required.

SMTC is the North American representative of the Hegenscheidt Underfloor Wheel Truing Machine. There is no other North American vendor that is qualified and has the technical expertise to effectively maintain, troubleshoot and calibrate this machine. Furthermore, in order to maintain the warranty, SMTC requires all maintenance work to be performed by LRV staff, SMTC, or contactors hired by SMTC.

SMTC will provide a three (3) year maintenance program in the amount of \$157,725.00 that addresses the machine's maintenance requirements. SMTC's experienced field service technicians will perform full inspection and maintenance of the machine.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL242.0-18, a sole source agreement with SMTC for service and maintenance of the Hegenscheidt Underfloor Wheel Truing Machine.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. PWL242.0-18

STANDARD PROCUREMENT AGREEMENT

PWL242.0-18 CONTRACT NUMBER



FILE NUMBER(S)

THIS AGREEMENT is entered into this ____ day of _____ 2017, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: <u>Simmons Machine Tool Corp</u>	oration	Address: 1	700 North Broadway
Form of Business: <u>Corporation</u> (Corporation, partnership, sole proprie	tor ota)	Albany, NY	12204
(Corporation, partnership, sole proprie	ior, etc.)	Telephone:	518.462.5431
Authorized person to sign contracts:			Hegenscheidt – Product Manager
	Name		Title

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

Provide for service and maintenance of the Hegenschiedt Underfloor Wheel Lathe machine, as specified in the Scope of Work (attached as Exhibit A), and in accordance with the Standard Conditions Services Agreement, including the Standard Conditions Services (attached as Exhibit B), and the Federal Requirements (attached as Exhibits C).

The contract term is for three (3) years from Notice to Proceed.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$157,725 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATIO)N
By: Chief Executive Officer	Firm:	
Approved as to form:	By:Signature	
By: Office of General Counsel	Title:	
AMOUNT ENCUMBERED BUDGE \$157,725 350016/		′EAR =Y 18
By:		

Chief Financial Officer

Date



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Agenda Item No. <u>12</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

LIGHT RAIL VEHICLE (LRV) PANTOGRAPH CARBON STRIPS – 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. L1393.0-17 (in substantially the same format as Attachment A) with Schunk Carbon Technology for the purchase of LRV Pantograph Carbon Strips.

Budget Impact

The value of this agreement will not exceed \$500,650.68 and is funded under the San Diego Trolley, Inc. (SDTI) LRV Maintenance budget account 350016-545100.

DISCUSSION:

MTS's goal is to purchase an estimated quantity of 3,319 pantograph carbon strips for the light rail vehicles (LRVs) over a five (5) year period. A Pantograph is a device for collecting an electrical current to power an LRV. The current is collected via metalized carbon strips on the head of the pantograph that make contact with the catenary wire.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding \$100,000. On June 9, 2017 staff issued an Invitation for Bids (IFB). Three responsive bids were received by the due date of July 6, 2017.

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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

Pantograph Ca	rbon Strips
COMPANY NAME	BID AMOUNT
**Schunk	\$464,641.00
Morgan	\$640,168.72
Mersen	\$798,396.53
ICE	\$461,303.00

*Tax not included in bid comparison

Based on the bids received, and in comparison with the independent cost estimate, Schunk's price was determined to be fair and reasonable. Inclusive of tax, Schunk's price totals \$500,650.68.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute MTS Doc. No. L1393.0-17 with Schunk Carbon Technology for the purchase of LRV Pantograph Carbon Strips.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. L1393.0-17

STANDARD PROCUREMENT AGREEMENT

CONTRACT NUMBER
L1393.0-17
FILE NUMBER(S)

THIS AGREEMENT is entered into this d	ay of 2017, in the State of California by and
between San Diego Metropolitan Transit System hereinafter referred to as "Contractor":	("MTS"), a California public agency, and the following,
Name: Schunk Carbon Technology	Address: W146 N9300 Held Dr.
Form of Business: LLC	Menomonce Falls, WI 53051

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

Telephone:

Authorized person to sign contracts: Jim Sherer

Operations Manager Title

Email Address:

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

Name

Pantograph Carbon Strips as specified in the Scope of Work (attached as Exhibit A), Schunks' Bid dated June 28, 2017 (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 <u>\$500,650.68</u> which shall not be exceeded without MTS approval. (Delivery Period - October 1, 2017 through September 30, 2022)

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 BUDG	GET ITEM FISCAL YEA
\$500,650.68 350016	16-545100 FY18
By:	

Chief Financial Officer

Date

(_____ total pages, each bearing contract number)

SA-PROCUREMEN (REV 2/22/2017) DATE



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Agenda Item No. <u>13</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

VISUAL MESSAGING SYSTEM (VMS) MAINTENANCE (WARRANTY) AND ON-SITE PARTS – SOLE SOURCE CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- Execute MTS Doc. No. G2025.0-18 (in substantially the same format as Attachment A) with Daktronics, Inc. for up to a three (3) year period with two (2) one-year options to provide VMS maintenance service and technical support; and
- 2) Exercise each option year at CEO's discretion.

Budget Impact

The total value of this agreement will not exceed \$224,601.71 (\$152,775 for maintenance and \$71,826.71 for on-site parts, inclusive of a 10% contingency, shipping charges and California sales tax). Funding would come from the annual Information Technology operating budget 661010-571250, which is locally funded.

DISCUSSION:

Passenger information systems are a key communication link between transit operators and the traveling public. VMS signs are content-dynamic electronic signs installed at MTS trolley and bus stations. They principally offer travelers real-time information on train destination, arrival and departure times, and service disruption announcement through changeable visual display using LED technology. They also provide a platform through which MTS can readily broadcast emergency announcements to the public when necessary.

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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.

Because VMS is a critical component to MTS operations, VMS must be working 100% of the time. Since it's inevitable that VMS hardware will eventually fail, MTS needs to be ready and prepared for such events. MTS is pursuing two avenues of support:

<u>Option One:</u> Gold Service Warranty Support - This support allows for the equipment exchange, repair and/or replace, and technical support for all 308 existing display signs.

<u>Option Two:</u> On-site Parts -This will support the quick turn-around time for any required parts replacement (within 1 to 2 days instead of long lead times).

Daktronics is the original manufacturer of the VMS equipment and does not offer its product through third party resellers. Similarly, Daktronics owns all copyright and intellectual rights to the software used to operate, manage, and support hardware. Thus, staff recommends that a sole-source award be made to Daktronics for support and warranty on all 308 display signs.

The following table details the VMS Gold support and onsite parts inventory for the base periods and option periods:

Description	Total
Daktronics VMS displays Trolley/Bus Warranty – Year 1	\$ 29,650.00
Daktronics VMS displays Trolley/Bus Warranty – Year 2	\$ 29,650.00
Daktronics VMS displays Trolley/Bus Warranty – Year 3	\$ 29,650.00
Daktronics VMS displays Trolley/Bus Warranty - Year 4 (Option Year One)	\$ 31,135.00
Daktronics VMS displays Trolley/Bus Warranty - Year 5 (Option Year Two)	\$ 32,690.00
Daktronics VMS displays Trolley/Bus Onsite Parts (taxable)*	\$ 60,164.00
Subtotal	\$212,939.00
7.75% CA Sales Tax	\$ 4,662.71
Shipping and Handling (Ground)	\$ 1,000.00
10% Contingency (Parts)	\$ 6,000.00
TOTAL	\$224,601.71

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to: (1) execute to MTS Doc. No. G2025.0-18 (in substantially the same format as Attachment A) with Daktronics, Inc. for up to a three (3) year period with two (2) one-year options to provide VMS maintenance service and technical support; and (2) exercise each option year at CEO's discretion.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Coney, 619-557-4582, Sharon.Cooney@sdmts.com

Attachment: A. Draft MTS Doc. No. G2025.0-18

STANDARD SERVICES AGREEMENT

G2025.0-18 CONTRACT NUMBER



FILE NUMBER(S)

THIS AGREEMENT is entered into this day of 2017, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Daktronics, Inc.	Address: <u>201 Daktronics Drive</u>
Form of Business: <u>Corporation</u>	Brookings, SD 57006
(Corporation, partnership, sole proprietor, etc.)	Telephone: 800-325-8766
Authorized person to sign contracts: Katie	Schwing
· · · · · · · · · · · · · · · · · · ·	lame Title

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

Provide Visual Messaging Systems (VMS) maintenance (warranty) and technical support services and Onsite Parts inventory per MTS requirements, Daktronics, Inc.'s Quotes (attached as Exhibit B), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C).

The contract term is for up to a 5-year period (3-year base with two 1-year options). Base period shall be effective January 1, 2018, through December 31, 2020, and Option Years 1-2 shall be effective January 1, 2021, through December 31, 2022 (exercisable at MTS's sole discretion). Payment terms shall be net 30 days from invoice date.

The total contract cost shall not exceed \$224,601.71 [\$88,950 for the base period and \$63,825 for the option years, and \$71,826.71 for on-site parts [inclusive of 10% contingency (\$6,000) on parts and 7.75% CA sales tax].

SAN DIEGO METROPOLITAN TRANSIT SYS	STEM	CONTRACTOR AUTHORIZATION
By: Chief Executive Officer	F	Firm:
Approved as to form:	E	By:Signature
By:		
Office of General Counsel	[]	Title:
AMOUNT ENCUMBERED	BUDGET ITEM	/ FISCAL YEAF
\$ 88,950.00 - Base		
\$ 63,825.00 – Options		
\$ 71,826.71 – On-site Parts		
<u>\$224,601.71 – Total</u>	661010-571250	0 18-23
By:		
Chief Financial Officer		Date

Chief Financial Officer



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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) SAP TIER 3 PRODUCTION SUPPORT SERVICES - CONTRACT AMENDMENTS

RECOMMENDATION:

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

- 1) Approve increasing the dollar amount of two (2) SAP support services contracts to cover anticipated fiscal year (FY) 2018 expenses; and
- 2) Ratify one SAP support services contract amendment.

Budget Impact

Funding for the current fiscal year SAP support services (\$400,000) covered by today's proposed action is included in the MTS Information Technology (IT) operating budget.

DISCUSSION:

Pursuant to Board Policy No. 52, "Procurement of Goods and Services", the 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 February 18, 2016, the Board approved the establishment a select pool of wellqualified providers who would be available to advise and assist MTS in the management, customization, and support of SAP on as as-needed basis. Thereafter, MTS began contracting with three of the approved firms for designated amounts. Two of these firms will require contract increases to pay current and anticipated support services expenses in FY18. Rather than coming to the Board individually with each firm

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when the contract balance runs low, staff now requests Board approval on an annual basis.

The contract increases are based upon each firm's current and anticipated project workload. The following table includes the contract needing Board approval to increase the dollar amount for SAP support services for FY18:

Firm Name	Contract/ Amendment No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount*	Attachment
The Peloton Alliance	G1911.2-16	\$200,000	\$200,000	\$400,000	А

Reflects the total contract value, including FY18 increases described in the chart above.

The following table includes one SAP support services contract needing Board ratification and an additional increase for current and future SAP support services expenses through FY18.

Firm Name	Contract/ Amendment No.	Original Contract Amount	Ratification Amount	Additional Increase Amount	Total Contract Amount	Attachments
Labyrinth Solutions	G1865.1 & 2-16	\$200,000	\$50,000	\$200,000	\$450,000	B & C

Therefore, staff is requesting that the Board of Directors: (1) approve increasing the dollar amount of two SAP support services contracts; and (2) ratify one SAP support services contract for current and future SAP support expenses through FY18.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachments: A. Draft MTS Doc. No. G1911.2-16 (Peloton) B. MTS Doc. No. 1865.1-16 (LSI) C. Draft MTS Doc. No. 1865.2-16 (LSI)

MTS Doc. No. G1911.2-16

DRAFT

September 21, 2017

The Peloton Alliance Richard Beggs, Partner 1794 Trebled Waters Trail Driftwood, TX 78619

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1911.0-16; SAP SUPPORT SERVICES

Dear Mr. Beggs:

This shall serve as Amendment No. 2 to our agreement for the SAP Support Services as further described below.

SCOPE

Contractor shall continue to provide SAP Support Services in accordance with the terms and conditions of the original agreement.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000 for SAP Support Services. The total value of this contract, including this amendment, shall be in the amount of \$400,000. 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 Richard Beggs The Peloton Alliance

Cc: G. Dexter, R. Atkinson, Procurement File

Date:

Att. B, Al 14, 9/21/17



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ORIGINAL

February 2, 2017

MTS Doc. No. G1865.1-16

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

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G1865.0-16; SAP SUPPORT SERVICES

Dear Mr. Schexnaildre:

This shall serve as Amendment No. 1 to our agreement for the SAP Support Services as further described below.

SCOPE

Pursuant to the Scope of Work for MTS Doc. No. G1865.0-16 for SAP Support Services, the San Diego Metropolitan Transit System (MTS) shall exercise option years one through four.

Replace Cost Forms, contract pages 28 - 29, with Attachment A, Cost Forms.

SCHEDULE

The option term coverage shall be effective June 1, 2017 through May 31, 2021.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$50,000 for SAP Support Services. The total value of this contract, including this amendment, shall be in the amount of \$250,000. 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,

Paul C. Jablonski Chief Executive Officer

LMARQUIS-CL CL-G1865.1-16.LABYRINTH.RATKINSON.013017

Attachment: A - Cost Forms

Agreed

Nacher Threndha' Mark Schoxnaildre Labyrinth Solutions, Inc.

Date: Feb 28/2

cc: G. Dexter, R. Atkinson, Procurement File



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DRAFT

September 21, 2017

MTS Doc. No. G1865.2-16

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

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1865.0-16; SAP SUPPORT SERVICES

Dear Mr. Schexnaildre:

This shall serve as Amendment No. 2 to our agreement for the SAP Support Services as further described below.

SCOPE

Contractor shall continue to provide SAP Support Services in accordance with the terms and conditions of the original agreement.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000 for SAP Support Services. The total value of this contract, including this amendment, shall be in the amount of \$450,000. 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 Schexnaildre Labyrinth Solutions, Inc.

Date:

Cc: G. Dexter, R. Atkinson, Procurement File



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Agenda Item No. <u>15</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

RELOCATION OF SDG&E FACILITIES FOR THE NEW ORANGE LINE COURTHOUSE STATION – CHANGE ORDERS

RECOMMENDATION:

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

- Ratify Construction Change Orders 1-3 and 5-7 to MTS Doc. No. PWL204.0-16, Work Order No. MTSJOC7504-26 (in substantially the same format as Attachment A) with ABC Construction Co., Inc. (ABC), for the relocation of SDG&E facilities; and
- Authorize the Chief Executive Officer (CEO) to execute Construction Change Order 4 to MTS Doc. No PWL204.0-16, Work Order No. MTSJOC7504-26 (in substantially the same format as Attachment B) with ABC for relocating the utilities below an existing tunnel.

Budget Impact

The total value of these Change Orders will not exceed \$201,729.66 inclusive of direct costs of \$199,712.37 and the contractor share of administrative fees totaling \$2,017.30. Total administrative fees are \$5,366.01 (contractor share \$2,017.30 and MTS share \$3,348.71). Including all amendments, the construction cost is \$1,482,431.23 inclusive of direct cost of \$1,443,642.45 and the contractor share of administrative fees totaling \$14,582.25. Total administrative fees are \$38,788.78 (contractor share \$14,582.25 and MTS share \$24,206.53). The funding for the changes is provided in the Orange Line Courthouse Station CIP No. 2004007503. A portion of these fees are subject to reimbursement from SDG&E.

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DISCUSSION:

As a result of the future Mid-Coast Trolley operations plan, and the necessity to relieve trolley congestion at the Santa Fe Depot station, the MTS Board of Directors approved the construction of the downtown Courthouse Station project which will relocate the existing westerly terminus of the Orange Line from Santa Fe Depot to a new station within the C Street corridor between State Street and Union Street. SDG&E currently has various underground electric and gas utility lines and equipment in C Street. For SDG&E to maintain appropriate access to these facilities after completion of the Courthouse Station Project, the facilities need to be relocated outside of the proposed new track bed.

The SDG&E relocation work is currently being structured as a two phase subproject: (1) duct bank relocation to be performed by MTS through a JOC contractor and (2) additional facility relocation work to be performed by SDG&E. The Board authorized staff to negotiate and execute a reimbursement agreement with SDG&E at the February 16, 2017 Board Meeting. On March 9, 2017, (AI 18), the Board authorized the CEO to negotiate a Work Order with ABC to perform the duct bank relocation portion of the work. During the course of ABC's duct bank relocation work, various unforeseen conditions arose, requiring construction contract change orders to be approved under the CEO's authority.

Staff proposes that the Board ratify Change Orders 1 - 3, and 5 -7 for changes to the original scope of work that include tree removal, unforeseen concrete removal, potholing and gas main relocation. In addition, staff is requesting approval for Change Order 4, for relocating the utilities below an existing tunnel on C Street. Table 1 below provides a summary Construction Change Orders for this JOC:

	Description	Amount
	Original Agreement	\$1,243,930.08
	Original Admin Fees	\$33,422.77
CCO #	Description	Amount
1 (ratify)	Remove Trees and Planters	\$ 15,980.04
2 (ratify)	Remove Concrete Fill	\$ 26,170.06
3 (ratify)	Pothole Gas Main	\$ 2,796.83
4 (approve)	Tunnel Conduit	\$ 99,558.40
5 (ratify)	Tunnel Pothole, Tree Removal, Utility Standby Time	\$ 10,713.81
6 (ratify)	Relocate Gas Main	\$ 36,367.63
7 (ratify)	Retrench Gas Main	\$ 8,125.60
	Change Order Total:	\$ 199,712.37
	Change Order Admin Fee Total:	\$ 5,366.01
Re	quested Amount for this Agenda Item:	\$ 205,078.38
Tota	al Contract Amount without Admin Fees	\$ 1,443,642.45
Grand Tot	al Contract Amount (All Change Orders and Admin Fees):	\$ 1,482,431.23

 Table 1: Summary of Construction Change Orders for MTSJOC7504-26

Therefore staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC7504-26.01 thru 26.07 (in substantially the same format as Attachment A, Contract Change Orders 1 through 7), under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc., for the relocation of SDG&E facilities for the new Orange Line Courthouse Station.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachments: A. Construction Change Order MTSJOC7504-26 (CCO 1-3 and 5-7) B. Draft Construction Change Order MTSJOC7504-26 (CCO 4)

	Att	. A, Al 15, 9/
0		
Date: 4	5/18/17	
CCO Number:	01	
		1.0
\$ 15,980.04 L.S.		
L.S.		
	Subtotal A: \$	15,980.04
\$ -		
	Subtotal B: \$	
\$0.00		
	Subtotal C:	0.00
Total = (A + B + C)	Total: \$	15,980.04
	1	
	s .	1,243,930.08
		15,980.04
Total		
		1,259,910.12 days
L	9/11/17	
F	0	
-		
act to September 18, 2017.	5/10/17	
1mg	9/14	10
the Executive Officer	/Date/	
	Contract Number: CCO Number: \$ 15,980.04 L.S. L.S. \$	Barbit System Date: 8/18/17 Contract Number: PWL204.1-16 CCO Number: 01 01 01 Subtotal A: \$ \$

Project Name:	SDG&E Underground Conduit Installation	ON CHANGE ORDER Date: <u>8</u>	8/18/17	
To:	MTS	Contract Number: F	WL204.1-16	
From (Contractor	: ABC Construction, Inc.	CCO Number: 0	2	
Description of	<u>t Work</u> foreseen concrete along new pedestrian l			
A. Contractor	Cost Proposal, MTSJOC7504-26.01			
Concrete r	emoval.	<u>\$ 15,980.04</u> L.S. L.S.		
_			Subtotal A: \$	26,170.06
. Subcontrac	tors Costs			
Included in	above.	<u>\$</u>		
. Contractor	Credits		Subtotal B: \$	
		\$0.00	Subtotal C:	0.00
				0.00
		Total = (A + B + C)	Total: \$	26,170.06
riginal Contract	value:		\$	1,243,930.08
	ange Order No. 1 <u>(if applicable)</u>		\$	15,980.04
djustment by this	s Change Order		\$	26,170.06
ew Contract Amo		Total:	\$	1,286,080.18
the second se	e to this Change Order will be: 🔽 Increased 🗌	Decreased 🗌 Unchanged	by 7	days
riginal Completic diustment by Cha	on Date: ange Order No. 1 through Change Order 2 <u>(if ap</u>)		9/11/17	
djustment by this			7	
ew Completion D	-	F	9/25/17	
ilestones Affected:	Competion with CCO 02 time extension of severn (7)	days is now September 25, 2017.	< _	
0	RE autos	\bigcirc	2-1	1-

É			Att. A	, AI 15, 9
	MITS	A		
	Metropolitan Tr	ansit System		
	CONSTRUCTION CHA	NGE ORDER		
Project Name:	SDG&E Underground Conduit Installation	Date: 8	8/18/17	
To:	MTS	Contract Number:	PWL204.1-16	
From (Contractor): ABC Construction, Inc.	CCO Number:	03	
Description of				
1. This work is	for potholing the SDG&E gas main on State Street.			
A. Contractor	Cost Proposal, MTSJOC7504-26.01			
Pothole Ga		\$ 15,980.04 L.S.		
		L.S.		
			Cubécési A. C	0 700 00
			Subtotal A: \$	2,796.83
B. Subcontrac Included in				
included in	above.	5 -		
			Subtotal B: \$	
-				
C. Contractor (Credits	\$0.00		
		\$0.00	Subtotal C:	0.00
		Total = (A + B + C)	Total: \$	2,796.83
Driginal Contract	value:		\$ 1	,243,930.08
	ange Order No. 1 and 2.		\$	42,150.10
djustment by this			\$	2,796.83
lew Contract Amo		Total:		,288,877.01
ne Contract Time due Driginal Completic	e to this Change Order will be: Increased Decreased	Unchanged	by 0 9/11/17	days
	ange Order No. 1 through Change Order 2 (if applicable)		14	
djustment by this			0	
lew Completion D			9/25/17	
lilestones Affected:	DNA		>	
1.1		1	1 1.1	~
Warne	25 9/14/17	JEX -	- 9/14/1	
Contractor		Chief Executive Officer		2

			. A, Al 15, 9
MIS	Θ		
Project Name: SDG&E Underground Conduit Installation		3/21/17	
Friger Name. SDGale Onderground Conduit Instantation	Date; c	0/21/17	
To: MTS	Contract Number:		
From (Contractor) : ABC Construction, Inc.	CCO Number: 0)5	
Description of Work			
1. This work is for potholing the tunnel foundation on C Street, tree unmarked conduit.	removal on Union Stro	eet and stand-by t	ime due to
A. Contractor Cost Proposal, MTSJOC7504-26.01			
Pothole tunnel, tree removal and stand-by time.	\$ 10,713.81 L.S.		
	L.S.		
		Cubéséal As	40 740 04
		Subtotal A: \$	10,713.81
3. Subcontractors Costs			- A - A -
Included in above.	\$ -		
		Subtotal B: \$	-
C. Contractor Credits			
	\$0.00	Subtotal C:	0.00
		Subiolal C:	0.00
	Total = (A + B + C)	Total: \$	10,713.81
Priginal Contract value:		\$	1,243,930.08
djustment by Change Order No. 1 thru 3.		\$	44,888.16
djustment by this Change Order		\$	10,713.81
ew Contract Amount	Total	2	
he Contract Time due to this Change Order will be: I Increased Decreased	Total:	\$	1,299,532.05
riginal Completion Date:	Unchanged	by 0 9/11/17	days
djustment by Change Order No. 1 through Change Order 3 (if applicable)		14	
djustment by this Change Order		0	
ew Completion Date		9/25/17	
		_	
lestones Affected: NA		and the second se	the second s
Illestones Affected: NA		21	1.
Warmy Caber 9/14/17	Chief Executive Officer	> 1/14	17

			A, AI 15, 9
ATS	0		
Metropoliten Tran			
Project Name: SDG&E Underground Conduit Installation	NGE ORDER Date: 8	101/17	
	-		
To: MTS From (Contractor) : ABC Construction, Inc.	Contract Number: F CCO Number: 0		
Description of Work			
1. This work is for relocating the existing gas main on State Street an	nd includes, shoring,	excavation, shori	ng and
backfilling as approved by SDG&E.			
A. Contractor Cost Proposal, MTSJOC7504-26.01			
Gas Main Relocation on State Street	A 26 267 62 1 0		
Sas Main Relocation on State Street	\$ 36,367.63 L.S. L.S.		
2 		Subtotal A: \$	36,367.63
B. Subcontractors Costs			
Included in above.	\$ -		
		Subtotal B: \$	
C. Contractor Credits			
	\$0.00	Subtotal C:	0.00
			0.00
	Total = (A + B + C)	Total: \$	36,367.63
Driginal Contract value:		\$	1,243,930.08
djustment by Change Order No. 1 thru 3.		\$	55,601.97
djustment by this Change Order		\$	36,367.63
lew Contract Amount	Total:	\$	1,335,899.68
he Contract Time due to this Change Order will be: Increased I Decreased Driginal Completion Date:	Unchanged	by 0	days
djustment by Change Order No. 1 through Change Order 5 (if applicable)	-	9/11/17 14	
djustment by this Change Order		5	
ew Completion Date		9/30/17	
Hestones Affected: NA			
A hung Carberal allela	the) de	do
	v · · · · ·	1/19	11)
Contractor Date: MTS C	hef Executive Officer	Date:	

		At	t. A, Al 15, 9
ATS	0		
Metropolitan Tr			
CONSTRUCTION CHA Project Name: SDG&E Underground Conduit Installation		0/6/47	
Project Name. Subace onderground Conduit instanzuon	Date:	9/5/17	
To: MTS	Contract Number:		
From (Contractor) : ABC Construction, Inc.	CCO Number: (07	
Description of Work			
 This work is for retrenching the SDG&E gas main which was req of C Street. 	uired for installing the	new vault on Sta	te Street south
A. Contractor Cost Proposal, MTSJOC7504-26.01			
Retrench gas main for vault installation.	\$ 8,125.60 L.S.		
	L.S.		
		Subtotal A: \$	8,125.60
		Subtotal A. 5	8,125.00
B. Subcontractors Costs			
Included in above.	\$ -		
		Subtotal B: \$	
			-
C. Contractor Credits	AO OO		
	\$0.00	Subtotal C:	0.00
			0.00
	Total = (A + B + C)	Total: \$	8,125.60
Driginal Contract val⊔e:		\$	1,243,930.08
djustment by Change Order No. 1 thru 6.		s	191,586.77
Adjustment by this Change Order		s	8,125.60
lew Contract Amount	Total:	\$	1,443,642.45
he Contract Time due to this Change Order will be: 🔲 Increased 🛛 Decreased	Unchanged	by 3	days
Driginal Completion Date:	C) onchanged	9/11/17	
		24	
		3	
\djustment by Change Order No. 1 through Change Order 6 <u>(if applicable)</u> \djustment by this Change Order			
Adjustment by this Change Order lew Completion Date		10/8/17	
djustment by this Change Order		10/8/17	
Adjustment by this Change Order lew Completion Date		10/8/17	10
Adjustment by this Change Order lew Completion Date Illestones Affected: NA Wayye Curbert global 7	Chief Executive Officer	10/8/17	417



Att. B, AI 15, 9/21/17

	CONSTRUCTION CH	ANGE ORDER		
Project Name:	SDG&E Underground Conduit Installation	•	8/28/17	
To:	МТЅ	Contract Number:	DWI 204 1-16	
	ABC Construction, Inc.	CCO Number:		
Description of				
	or excavating two (2) receptor pits appoximately e	ighteen (18) feet deep,	, shoring, and tunn	eling for
	ion below an existing utility structure.			0
A Contractor (Cost Proposal, MTSJOC7504-26.04			
Install Tunr	•			
install fulli		<u>\$ 99,558.40</u> L.S. L.S.		
			Subtotal A: \$	99,558.40
B. Subcontract	tors Costs			
Included in		\$ -		
			Subtotal B: \$	-
C. Contractor (Credits	\$0.00		
		\$0.00	Subtotal C:	0.00
		Total = (A + B + C)	Total: \$	99,558.40
Original Contract	value:		\$	1,243,930.08
Adjustment by Cha	ange Order No. 1 and 2.		\$	44,946.93
Adjustment by this	s Change Order		\$	99,558.40
New Contract Amo	punt	Total:	\$	1,388,435.41
The Contract Time due	e to this Change Order will be: 🔽 Increased 🛛 🗌 Decrease	ed 🗌 Unchanged	by 5	days
Original Completio	on Date: ange Order No. 1 through Change Order 3 <u>(if applicable)</u>		9/11/1	7
Adjustment by this		ŀ	14 5	
New Completion E	-	ł	9/30/1	7
Milestones Affected:	NA			
	•			
Contractor	Data	S Chief Executive Officer	Data	<u> </u>
Contractor	Date: MT		Date	
	Follow all applicable procedures and provide all app the Contract Docur		s required by	B-1



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Agenda Item No. <u>16</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

NUMBER NOT USED

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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



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Agenda Item No. <u>17</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

GREEN LINE SHELTER UPGRADES AND SHELTER REPLACEMENT AT THE OLD TOWN TRANSIT CENTER – WORK ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC7504-15, PWL204.0-16 (in substantially the same format as Attachment A) with ABC Construction Co. Inc. (ABC) for Green Line shelter upgrades and shelter replacement at the Old Town Transit Center.

Budget Impact

The total cost will not exceed \$654,189.93 inclusive of a direct cost of \$647,648.03 and the contractor share of administrative fees totaling \$6,541.90. Total administrative fees are \$17,401.45 (contractor share \$6,541.90 and MTS share \$10,859.55). Funding will be from the MTS Capital Improvement Project 20060063 - Old Town Transit Center.

DISCUSSION:

MTS has shelters at the Old Town Transit Center requiring upgrade and replacement due to termite damage and the age of the shelter. Damage to the wooden support beams has compromised the structural integrity of the shelters. The new shelters will include an upgrade from a traditional wood frame to wood composite material. Shelters will also include column supports using a concrete finish to prevent future termite damage. A total of six (6) trolley shelters and six (6) bus shelters will be replaced on the north side of the transit center. Bus shelters on the south side of the transit center will be replaced under a separate CIP.

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ABC will be providing all materials, labor, equipment, and disposal necessary for a complete replacement of the shelters. Construction is expected to be complete by early summer 2018.

Utilizing the JOC process was determined to be the most effective way to ensure project completion and subsequent receipt of state grant funding.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC7504-15, PWL204.0-16 with ABC Construction Co. Inc. for Green Line shelter upgrades and shelter replacement at the Old Town Transit Center.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, <u>Sharon.Cooney@sdmts.com</u>

Attachment: A. Draft Work Order MTSJOC7504-15, PWL204.0-16

Att. A, Al 17, 9/21/17

JOB ORDER CONTRACT WORK ORDER

PWL204.0-16 CONTRACT NUMBER

_MTSJOC7504-15 WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____ 2017, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>ABC Construction, Inc.</u>	Address: <u>312</u>	0 National Avenue
Form of Business: <u>Corporation</u>	Sa	n Diego, CA 92113
(Corporation, partnership, sole propriet	tor, 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.)

Pursuant to the SANDAG JOC Contract Section 7-1.04A(3), 1% of the work order value has been deducted. MTS will pay both the Contractor (1%) and the MTS/Owner share of the Gordian Group license fee.

The total cost for this work order will not exceed \$654,189.93 inclusive of a direct cost of \$647,648.03 and a 1% Gordian Group license fee of \$6,541.90.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$ 647,648.03

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By:Chief Executive Officer	Firm:
Approved as to form:	By: Signature
By: Office of General Counsel	Title:
<u>\$ 647,648.03</u> 200600630	T ITEM FISCAL YEAR 03/599906 2018
By: Chief Financial Officer (total pages, each bearing contract number and wo	Date



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Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

ORANGE LINE TRACK IMPROVEMENTS – CHANGE ORDERS

RECOMMENDATION:

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

- Ratify Construction Change Orders 9 10 (Attachments B and C) to MTS Doc. No. PWL211.0-16 for \$84,176.78, which was previously issued under the Chief Executive Officer's (CEO) authority, for Orange Line Track Improvements; and
- 2) Authorize the CEO to execute Change Order Amendment 11 (in substantially the same format as Attachment A), with Herzog Contracting Corp. (Herzog), for \$74,087.08.

Budget Impact

The total associated with this request, inclusive of Change Orders 9 - 11, will not exceed \$158,263.86 (see table on next page).



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Summary of Project Changes			
Original Contract Total		\$3,916,490.00	
Change Order No. 1	Community Outreach	\$7,537.83	
Change Order No. 2	30th St & Commercial Transition	\$46,862.63	
Change Order No. 3	9-ft Timber Tie Change Out	\$10,978.96	
Change Order No. 4	Horseshoe Rail Replacement	\$24,290.00	
Change Order No. 5	Vehicular Crossing Transitions	\$98,850.97	
Change Order No. 6	Broadway Wye Frog Plates	\$17,970.00	
Change Order No. 7	Rail Anchor Procurement	\$3,257.53	
Change Order No. 8	Insulated Joints and Panels	\$11,866.11	
Amendment No. 9	Add Alternates 1-3 (Surfacing/Ties/Rail Plugs)	\$2,141,143.00	
Change Order No. 9 (Ratify)	Duct Bank Work	\$94,683.01	
Change Order No. 10 (Ratify)	Impedance Bonds	(\$10,506.23)	
Change Order No. 11 (Authorize)	Additional Timber Tie Replacement	\$74,087.08	
	Subtotal of Changes Requested on this Agenda Item:	\$158,263.86	
	Current Contract Total:	\$6,437,510.89	

The overall value of the contract will increase from the original contract and previously approved Change Orders (Nos. 1-8) and Amendment 9 which exercised 3 Add Alternates from \$6,279,247.03 to a revised value of \$6,437,510.89. Funding is included in the fiscal year (FY) 2017 and FY 2018 Capital Improvement Program (CIP) budgets.

DISCUSSION:

MTS currently has an existing agreement with Herzog for construction related improvements on MTS's Orange Line Trolley service route. A summary of the requested Change Orders is as follows:

Ratification of Change Order No. 9:

This change order was for extra work involved with the removal and disposal of duct bank and concrete at Park Blvd and J St., additional traffic control flagmen, grinding at 1st Ave and C St., additional rail and insulated joint installation at the Interstate 8 offramp, and installation of an asphalt ramp at Lemon Grove Depot Station. The total cost of this amendment was \$94,683.01.

Ratification of Change Order No. 10:

This change order was for the installation of impedance bonds located at the Massachusetts Ave vehicular crossing, reduction of sidewalk installation, and elimination of the underdrain installation. The total cost deduction of this amendment is \$10,506.23.

Change Order No. 11:

This change order is for the replacement of timber ties with 247 MTS-furnished ties at three locations, reduction of 10,492 track feet of surfacing, top ballast, destressing

between 69th Street and Massachusetts Ave., and an increase of three replacement rail plugs. The total cost of this amendment shall not exceed \$74,087.08.

MTS Policy No. 41, "Signature Authority", specifically under Section 41.4.4, "Change Orders", permits the CEO to approve change orders under \$100,000. As Change Orders 9 - 10 were cumulatively under \$100,000, MTS's CEO executed the Change Orders.

Therefore, staff recommends that the MTS Board of Directors ratify previous Change Orders 9 - 10 (Attachments B and C) and authorize the CEO to execute Change Order 11 for the Orange Line Track Improvements.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, <u>Sharon.Cooney@sdmts.com</u>

Attachments: A. MTS Doc. No. PWL211.0-16, CCO #011 B. MTS Doc. No. PWL211.0-16, CCO #009 C. MTS Doc. No. PWL211.0-16, CCO #010



Att. A, AI 18, 9/21/17

	CONSTRUCTION	CHANGE ORDER		
Project Name:	Orange Line Track Improvements	Date:	8/16/17	
То:	MTS	Contract Number:	PWI 211.0-16	
From (Contractor)		CCO Number:		
Description of	Work			
	ler is for the replacement of timber ties with			
	duction of 10,492 TF of surfacing, top balla		69th Street and M	assachusetts
Ave., and the in	crease of 3 EA rail plugs and additional rail	to be replaced.		
A. Contractor (Cost of the Work			
Pavroll Costs	(See attached supporting documentation.)	\$ 166,017.19		
	attached supporting documentation.)	\$ 19,929.06		
Material Tax		\$ 1,594.32		
	see attached supporting documentation)	\$ 69,155.94		
	OSts (See attached supporting documentation.)	\$ -		
Supplementa	Costs (See attached supporting documentation.)	\$ -		
Other - Subco	ontractor			
Other - Deduc	ct BI #11	\$ (220,332.00)	Subtotal A: \$	36,364.51
and the second second second	tor Cost of the Work			
	(See attached supporting documentation.)	\$ -		
	ee attached supporting documentation.)	\$ -		
	attached supporting documentation.)	\$ -		
	OSTS (See attached supporting documentation.)	<u>s</u> -	0.11.110.0	
		\$ -	Subtotal B: \$	
C. Contractor F	ee: (As per the Contract Documents)			
Overhead and	Profit on Labor and Material	\$ 27,891.94		
	Profit on Equipment 10%	\$ 6,915.59		
Overhead and	Profit on Subcontractors 5%	\$ -		
Bonds and Ins	surance 1%	\$ 2,915.03		
			Subtotal C: \$	37,722.56
		Total = (A + B + C)	Total: \$	74,087.08
Original Contract v	alue: Base Bid \$3,916,490 (+) Add Alternate \$2,141,	,143 = \$6,057,633	\$	6,057,633.00
Adjustment by Cha	nge Order No. 1 through Change Order 10 (if applic	cable)	s.	305,790.81
Adjustment by this	Change Order		5	74,087.08
New Contract Amo	unt	Total:	\$	6,437,510.89
		creased 🛛 Unchanged	by 16	days
Original Completion			12/11/2	017
	nge Order No. 1 through Change Order 10 (if applic	cable)	16	
Adjustment by this			0	
New Completion Da			12/27/2	
Milestones Affected:	Add Descriptions of any milestones a	ffected as a result of a change in se	ervices, term, and/or p	price
29	Chints 8-16-17	1		
- mil		MTS Chief Executive Officer		
Contractor	Date:	MIS Chief Executive Officer	Date:	



	the second s	Transit System			
Project Name:	CONSTRUCTION CH Orange Line Track Improvements		5/19/17		
To: From (Contractor)	MTS Herzog	Contract Number: CCO Number: 1		16	
Description of	Work				
Blvd and J St, th	er is for the extra work involved with the removal e extra work involved supplying additional traffic o dditional rail and insulated joint installation at I-8 C epot Station	control and grinding of a	asphalt at 1:	st Ave	and C St, the
A. Contractor C	ost of the Work				
Materials _{(See} Material Tax Equipment (S Consultant Co		\$ 19,019,89 \$ 7,665,55 \$ 710,43 \$ 3,208,05 \$ - \$ 56,046,61 \$ -	Subtotal	A: 5	86,650.53
B. Subcontractor Cost of the Work Payroll Costs (See attached supporting documentation.) Equipment (See attached supporting documentation.) Materials (See attached supporting documentation.) Consultant Costs (See attached supporting documentation.) Supplemental Costs (See attached supporting documentation.) C. Contractor Fee: (As per the Contract Documents) Overhead and Profit on Labor and Material Overhead and Profit on Equipment Overhead and Profit on Subcontractors 5%		\$	Subtotal	B: <u>\$</u>	-
Bonds and Ins	urance 1%	\$ 906.53	Subtotal	C: \$	8,032.48
		Total = (A + B + C)	Tota	al: \$	94,683.01
Original Contract va Adjustment by Char Adjustment by this New Contract Amou	nge Order No. 1 through Change Order 8 <u>(if applicable)</u> Change Order	Total	3 3 5 5		3,916,490 00 221,614_03 94,683_01 4,232,787 04
he Contract Time due f	o this Change Order will be: Increased Decreased		by	(6	days
Driginal Completior Adjustment by Char Adjustment by this New Completion Da	i Date: ige Order No. 1 through Change Order 8 <u>(if applicable)</u> Change Order te		(0 16 3/26/201	7
Allestones Affected:	Add Descriptions of any milestones affected a	as a result of a change in se		nd/or pri	
Contractor	Date: 6-19-17 MT	S Chief Executive Officer	Por	Date:	

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.



	THE WAY	A COMPANY AND A COMPANY	
CONSTR	UCTION	I CHANGE	ORDFR

		N CHANGE ORDER		
Project Name:	Orange Line Track Improvements	Date:	5/19/17	
То	MTS	Contract Number:	DIAIL 244 0.40	
From (Contractor) :		CONTract Number: CCO Number:		
			010	
Description of	Work			
This change ord	er is for the extra work involved with assi	sting MTS personnel with the i	nstallation of in	pedance bonde
located at Massa	achusetts Ave Vehicular Crossing, and th	e reduction of bid item #15 "In	stall Sidewalk.	(4" PCCP)," and
	f bid item #17 "Install 6" Underdrain".			
A. Contractor C	ost of the Work			
Payroll Costs	(See attached supporting documentation.)	\$ 3,531.91		
Materials (See	attached supporting documentation.)	\$ 2,563.89		
Material Tax		\$ 83.31		
Equipment (S	ee attached supporting documentation)	\$ 770.59		
Consultant Co	OSTS (See attached supporting documentation.)	S -		
Supplemental	Costs (See attached supporting documentation.)	\$ -		
Other - Subco	ntractor			
Other - Deduc	t BI #15 and #17	\$(18,526.00)	Subtotal A:	\$ (11,576.30)
	Cost of the Work			
	OF Cost of the Work (See attached supporting documentation.)			
		S		
	ee attached supporting documentation.)	\$ -		
	StS (See attached supporting documentation.)	\$ -		
	Costs (See attached supporting documentation.)	<u>s</u> -		•
		<u>S</u>	Subtotal B:	\$ -
	Ce: (As per the Contract Documents)			
	Profit on Labor and Material	\$ 914.37		
	Profit on Equipment 10%	\$ 77.06		
	Profit on Subcontractors 5%	\$		
Bonds and Ins	urance 1%	\$ 78.64		
			Subtotal C:	\$ 1,070.07
			Tetel	
		Total = (A + B + C)	Total:	\$ (10,506.23)
Original Contract value: Base Bid \$3,916,490 (+) Add Alternate \$2,141,143 = \$6,057,633			2	6.057,633,00
Adjustment by Chan	ige Order No. 1 through Change Order 9 <u>(if app</u>	licable)	\$	316,297,04
Adjustment by this Change Order				(10,506.23)
New Contract Amou	nt	Total	5	8,363,423,81
he Contract Time due to	o this Change Order will be: 🔲 Increased 👘 🔲 🛛	Decreased 🗌 Unchanged	by	16 days
Driginal Completion Date:			6/10/2017	
Adjustment by Change Order No. 1 through Change Order 9 <u>(if applicable)</u>			16	
djustment by this C	Change Order	0		
New Completion Date			6/26/2017	
lilestones Affected:	Add Descriptions of any milestones	affected as a result of a change in se	arvices, term, and/	or price
M	n - 1.71 17	(ALINAD)	01 72	2.7
<u></u> (hit 6.26-17	mund	1.6	
Contractor	Date:	MTS Chief Executive Officer	DL P	ate:
			<u>~</u>	
	Follow all applicable procedures and provice the Contra	le all appropriate documentation as ct Documents.	s required by	
				. I.



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Agenda Item No. <u>19</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

DESERT LINE LEASE AND OPERATING AGREEMENT: AMENDED AND RESTATED BJRR-SDAE-MTS DESERT LINE LEASE AND OPERATING AGREEMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute an Amended and Restated Desert Line Lease and Operating Agreement by and between Baja California Rail Road, Inc. (BJRR), San Diego & Arizona Eastern Railroad (SDAE), and MTS (MTS Doc. No. S200-13-560.4)(in substantially the same format as Attachment A).

Budget Impact

To date, MTS has received Desert Line lease payments of \$500,000 semi-annually since January 1, 2013, for a total of \$5 million. Based on MTS's conservative budgeting practices, these funds are not budgeted until received. The new BJRR Lease will restart the term of the 99 year lease, under which MTS/SDAE will receive a minimum of \$1,000,000 per year in rent, or 7% of gross freight revenue, whichever is greater. In the event a customs inspection facility is not approved, the rent payments under the lease will be temporarily tolled.

DISCUSSION:

On December 20, 2012, MTS¹ entered into a 99-year lease with Pacific Imperial Railroad, Inc. (PIR) for the repair, reconstruction and renewed freight railroad operations on the 70-mile railroad right-of-way called the "Desert Line". The Desert Line is the US-

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MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santeé, and the County of San Diego.

¹ MTS owns the Desert Line through its wholly-owned subsidiary, San Diego & Arizona Eastern Railroad (SDAE). Today's Board action would authorize the CEO to execute the amended and restated lease on behalf of both MTS and SDAE.

portion of a binational railroad constructed between Tijuana and San Diego by John D. Spreckels from 1907 to 1919.

Between January 2013 and June 2016, PIR made efforts to raise the capital funds necessary to repair the Desert Line's 57 bridges, 17 tunnels and 70 miles of track. On May 31 2016, PIR reached an agreement with its counterpart in Mexico, BJRR, to fund, repair and operate the first 60 miles of the Desert Line. The MTS Board consented to this PIR-BJRR sublease on June 9, 2016 (AI 31).

On October 13, 2016, as a consequence of various shareholder and creditor disputes which impacted PIR's ability to raise additional funds for its planned intermodal facility and the repairs needed for the last 10 miles of the Desert Line track, PIR filed a petition for bankruptcy. The bankruptcy court oversaw a sale of PIR's assets for the benefit of PIR's creditors. This included a sale of the Desert Line Lease with MTS. On April 13, 2017 (AI 31), the Board consented to the assignment of the lease to BJRR. At that time, staff informed the Board that MTS would be negotiating an amended and restated lease with BJRR to supersede both the master lease and the sublease, creating one operative agreement between MTS and BJRR including extended milestones that more realistically address the construction timelines and other regulatory approvals (e.g., border inspection facility construction and operating approval with the United States and Mexican departments of customs and border inspections) that will be required before freight railroad traffic can re-commence on this binational railroad.

Today's action would authorize the CEO to execute a new lease with BJRR. The amended lease retains the material terms and conditions of the original master lease, with the following exceptions:

1. <u>Term</u>. Restarts 99 year term. The amended lease would run through 2116.

2. <u>Compensation</u>. No major changes. Deleted provisions regarding "collateral revenue" and instead included clarifying language regarding this issue. Escalates minimum payment beginning five years after Customs Inspection Facility Approval.

3. <u>Repair Timeline</u>. Separates reconstruction into three major segments. Repair deadlines do not begin to run until after Customs Inspection Facility Approval. Phase 1 (Division to Jacumba): 18 months after approval; Phase 2 (Dos Cabesas to Plaster City): 36 months after approval; and Phase 3 (Jacumba to Dos Cabesas): 54 months after approval. Minor changes to repair standards were made to designate that the repairs must simply meet federal standards for the type of freight service that BJRR will conduct, instead of including specific levels that might not be necessary for a certain type of service.

4. <u>Customs Inspection Facility Approval</u>. MTS and BJRR recognize that the major non-MTS discretionary approval needed for this project is the approval of the US and Mexican governments to construct and staff a customs inspection facility at the railroad border crossing. Without this approval, the project is not economically viable. MTS and BJRR staff are working to prepare a proposal for an inspection facility at or near the border tunnel. Under the proposed amended lease, the lease terms continue during the normal due diligence and processing period for the customs inspection facility. However, if the US or Mexico government refuse to approve the construction and operation of a customs inspection facility at this location, which would prevent freight from being transported through the border tunnel, then under the terms and conditions of the amended lease, the obligation to pay rent would be tolled during this period. The parties would re-evaluate the status of the government(s)' rejection every six months.

5. <u>Insurance Limits</u>. The original agreement included limits of \$100 million once operations commence. The amended lease would set the limits at \$25 million before operations and \$50 million after operations. MTS would have the right to increase the limits if circumstances change (e.g., accident history, passage of time, other safety or liability considerations, type of freight transported). A review of industry standards and limits showed that most short line operators carry between \$15 million and \$25 million in limits. The higher limit of \$50 million takes into consideration concerns about MTS being at risk in a large incident, while maintaining a reasonable correlation to standard industry practices.

6. <u>Reservation of Passenger Service Rights</u>. The original agreement reserves to MTS passenger rights and associated dispatching authority. In recognition of the significant investment BJRR will be required to make to bring the line up to operational condition, the amended lease maintains the reservation of passenger rights, but waives dispatching authority. It also limits MTS's right to commence passenger service so that it cannot impair freight service levels or the types of freight cars or commodities that can be transported. If infrastructure and capacity improvements are necessary to allow joint use of the Desert Line by MTS and BJRR, then MTS would be required to fund and construct such improvements before commencing passenger service.

7. <u>Confidential BJRR Records</u>. The amended lease also makes clarifying changes to the audit provisions. New language recognizes that financial records MTS may review or audit to confirm compliance with the lease may be confidential and proprietary to BJRR. Such records would remain confidential and access would be restricted to the auditors, except as required to communicate the findings of an audit.

Therefore, staff recommends that the Board authorize the CEO to execute the Amended and Restated Desert Line Lease and Operating Agreement by and between BJRR and MTS/SDAE (substantially in conformance to Attachment A).

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, <u>Sharon.Cooney@sdmts.com</u>

Attachment: A. Draft Amended and Restated Desert Line Lease and Operating Agreement (MTS Doc. No. S200-13-560.4)

<u>AMENDED AND RESTATED</u> DESERT LINE LEASE AND OPERATING AGREEMENT

THIS AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT ("Lease" or "Agreement") is dated as of this 20th day of July, 2017 ("Effective Date"), by and among Baja California Rail Road, Inc. ("BJRR"), a California corporation with principal offices and place of business in San Diego County, California; San Diego Metropolitan Transit Development Board also known as the San Diego Metropolitan Transit System ("MTS"), a California public agency created pursuant to Public Utilities Code sections 120000 *et seq.*, with principal offices and place of business in San Diego, California; and San Diego and Arizona Eastern Railway Company ("SD&AE"), a Nevada nonprofit corporation wholly owned by MTS. BJRR, SD&AE, and MTS may hereinafter be referred to collectively as the "parties", or individually as a "party" hereto.

This Agreement has been amended on July 16, 2015 and June 9, 2016. In addition, on June 9, 2016, MTS and SD&AE consented to a sublease between Pacific Imperial Railroad, Inc. (PIR), the original lessee under the Agreement, and BJRR. This Amended and Restated Agreement amends and replaces all prior versions of the Agreement and terminates the PIR-BJRR sublease dated May 31, 2016. This Agreement is the operative document defining the Desert Line Lease and Operating Rights granted by MTS and SD&AE to BJRR.

RECITALS

A. MTS is the sole member of SD&AE;

B. MTS, through land holding company SD&AE, owns the Desert Line railroad right of way stretching approximately 70 miles from Mileposts 59.6 at or near the U.S. Border in Division, California to Milepost 130.0 at Plaster City, California ("Desert Line");

C. The MTS Board of Directors is the final decision maker for all matters related to use of its SD&AE right-of-way;

D. On December 21, 2012, PIR and MTS / SD&AE entered into a 99-year lease of the Desert Line (MTS Lease);

E. BJRR operates on the Tijuana-Tecate short line railroad through a contract with the Government of Baja California. Baja California Railroad S.A. de C.V., a company organized under the laws of Mexico, is jointly responsible in the Governent of Baja California contract for compliance purposes;

F. BJRR, on May 31, 2016, BJRR and PIR executed a sublease for the western 60 miles of the Desert Line;

G. On or about October 13, 2016, PIR filed for a petition for relief under Chapter 11 of the Bankruptcy Code (US Bankruptcy Court, S.D. Cal, Case No. 16-06253-LT11)("PIR Bankruptcy");

H. In an order entered March 30, 2017, the bankruptcy court approved the sale of PIR assets, including the Lease, to International Transportation Association LLC, a Nevada limited liability company ("ITA"), subject to the consent of MTS;

I. ITA is an entity in which BJRR holds a 50% interest and BJRR's Chief Financial Officer, Manuel Hernandez, Jr. holds a 50%;

J. ITA has assigned its rights to the MTS Lease under the Sale Order to BJRR;

K. At its duly noticed Board meeting on April 13, 2017, MTS, on behalf of itself and its wholly-owned subsidiary, SD&AE, took action to approve the assignment of the PIR Lease to ITA and/or BJRR, and to revise the milestone deadlines as further described herein; and

L. MTS, SD&AE and BJRR desire to merge this Agreement, as amended herein, and the BJRR-PIR Sublease, and to have this Amended and Restated Desert Line Operating Agreement dated July 20, 2017 be the complete agreement between MTS, SDA&E and BJRR as it relates to the Desert Line.

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 / PERFORMANCE MILESTONES

1.1. Term. Subject to the Performance Milestone Requirements set forth in Section 1.2 below and MTS's right to terminate this Lease and require BJRR to discontinue operations BJRR shall have a ninety-nine (99) year term to provide freight rail service on the Desert Line, beginning upon the date hereof and ending on July 19, 2116. Notwithstanding this term of ninety-nine (99) years, MTS and BJRR expressly acknowledge that the purpose of this Lease is to provide for the repair and rebuilding of the Desert Line, and ultimately to resume freight service upon the Desert Line for the benefit of local, state, federal and international commerce. Therefore, an express prerequisite for BJRR receiving the full ninetynine (99) year term is that BJRR meet the Performance Milestones established herein. In the event BJRR fails to meet a specific milestone, then MTS shall have the right, in its sole and absolute discretion, to declare BJRR in default and terminate this Agreement pursuant to Section 8 hereof. In the alternative, the parties may mutually agree to extend a particular Performance Milestone. Extension of any Performance Milestone shall be by written amendment to this Agreement.

- 1.2. Performance Milestone Requirements.
 - 1.2.1. <u>Submittal of Business Plan to MTS.</u> The Business Plan described in Section 3.2 shall be submitted to MTS for review and approval no later than 30 days from the Effective Date of this Lease.
 - 1.2.2. <u>Desert Line Reconstruction Plan</u>. The Desert Line Reconstruction Plan ("DLRP") for the first phase of construction described in Section 3.3 shall be submitted to MTS for review and approval no later than 90 days from the Customs Inspection Facility Approval Date as defined in Section 1.2.8. No repairs, including the Initial Repairs, shall be commenced until MTS has approved the DLRP. BJRR may, at its option, submit the DLRP to MTS according to the stages set forth in Section 3.3. If BJRR elects to submit its DLRP in stages, then the next phase's plan shall be submitted to MTS for review no later than 120 days before the scheduled completion date for the previous construction phase. BJRR may not commence with pursuing a specific Performance Milestone unless and until the DLRP for that stage has been approved by MTS.
 - 1.2.3. <u>Reconstruction Work</u>. Repairs and reconstruction necessary to meet the standards set by Section 3.3, and any additional repairs necessary to meet Federal Railroad Administration ("FRA") requirements for the type of freight BJRR intends to carry, shall be completed at BJRR's sole cost, according to the schedule set forth below (collectively referred to as "Repairs"). The Repairs shall be inspected and approved by an independent structural and track engineer and subjected to ultrasonic rail flaw detection, loaded gauge, and track geometry testing by a contractor approved by MTS before test train or revenue operations may begin.
 - 1.2.3.1. <u>Phase I Repairs between MP 59.60 and MP 92.9</u>, approximately 33 miles of track, rail, ballast, and bridges between Division and Jacumba shall be repaired consistent with the approved DLRP. This Phase I Repair work shall be completed no later than eighteen (18) months after the Customs Inspection Facility Approval Date.
 - 1.2.3.2. <u>Phase II Repairs between MP 109.7 and MP 129.61</u>, approximately 20 miles of track, rail, ballast, and bridges between Dos Cabesas and Plaster City, shall be repaired consistent with the approved DLRP. The Phase II Repair work shall be completed no later than thirty-six (36) months after the Customs Inspection Facility Approval Date.
 - 1.2.3.3. <u>Phase III Repairs between MP 92.9 and MP 109.7</u>, approximately 17 miles of track, rail, ballast, and bridges between Jacumba and Dos Cabesas shall be repaired consistent

with the approved DLRP. This Phase III Repair work shall be completed no later than fifty-four (54) months after the Customs Inspection Facility Approval Date.

- 1.2.4. <u>Test Train Inspections</u>. No revenue service operations may begin until and unless the repaired segment of railroad has passed Test Train Inspections consisting of, at a minimum, a single locomotive plus three loaded rail cars over the repaired segment. Test Train Inspections shall be overseen by an independent structural and track engineer approved by MTS.
- 1.2.5. <u>Operating Plan</u>. Revenue Operations pursuant to Section 1.2.6, shall not commence until MTS has approved the Operating Plan required by Section 3.4.
- 1.2.6. <u>Revenue Operations</u>. Revenue Operations shall consist of operating over the Desert Line, at a time in which repairs and/or maintenance shall be consistent to meet applicable FRA track safety standards, and BJRR shall commence freight service on the Desert Line sufficient to insure an uninterrupted and efficient flow of freight shipments in an economically viable transportation mode, subject to normal closures due to renovation, repairs and maintenance. No hazardous materials may be transported over the Desert Line unless it meets applicable FRA Track standards for such materials, with no exceptions.
- 1.2.7. <u>FRA Track Safety Standards</u>. Qualification for the Class of Track to a particular FRA Track Safety Standard shall be independently verified by a construction or engineering firm capable of rendering such a report and approved by MTS. MTS shall also have the right to approve or reject the independent inspector assigned this duty. The results of any ultrasonic rail flaw detection, loaded gauge, and track geometry testing conducted pursuant to this Section 1.2 shall be to the satisfaction of MTS or SD&AE shall have the right to terminate this Lease.
- 1.2.8. United States and Mexico Customs Inspection Facilities. MTS acknowledges and agrees that BJRR shall operate the Desert Line as a binational freight line, with connecting origin and destination points in the United States and Mexico. Freight traffic on the line will cross the international border at Division, CA and will require the construction and operation of a customs inspection facility ("Customs Inspection Facility"). The construction and operation of the United States and Mexican federal governments ("Government Approval"). If approved, the Customs Inspection Facility will be operated on the Mexican side of the international border by the United States government, provided that the Mexican government grants its approval and BJRR funds the operational costs. MTS and BJRR are jointly preparing a proposal to be submitted to

the applicable U.S. and Mexican government authorities for Government Approval and operation of the Customs Inspection Facility on land owned by BJRR in Mexico. MTS and BJRR recognize that processing a request for Government Approval will require due diligence and continued efforts, and the time in which Government Approval can be obtained is unknown. The performance milestone deadlines set forth in this Section 1.2 shall not begin to run until BJRR has received Government Approval ("Customs Inspection Facility Approval Date"). The Customs Inspection Facility Approval Date shall be the date of the last required discretionary approval to construct the proposed joint inspection facility, which date shall be mutually agreed to by MTS and BJRR.

2. <u>CONSIDERATION</u>

- 2.1. <u>Rent/Lease Revenue</u>. BJRR shall pay rent to MTS as follows:
 - 2.1.1. By January 1, 2018, a lump sum payment of \$500,000. Semiannually thereafter, until Revenue Operations begin pursuant to Section 1.2.6, BJRR shall pay MTS an additional \$500,000, or a pro-rata portion thereof.
 - 2.1.2. For purposes of determining freight operating revenues hereunder, all freight revenues attributable to the movement of freight over the Desert Line shall constitute freight operating revenues. BJRR shall not manipulate freight revenues, contracts, or tariffs so as to assign additional revenue to the Mexico portion of the railroad and unreasonably diminish freight revenue attributable to the Desert Line. Unless MTS 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 the Mexico Line shall be assigned on a pro-rata mileage basis. Once operations commence, then the parties shall, in good faith, agree to the final potential charges/revenue categories and allocation of those revenues between the Desert Line and the Mexico Line.
 - 2.1.3. Upon commencement of Revenue Operations, as defined in Section 1.2.6 above, BJRR's payments to MTS pursuant to Section 2.1.1 shall increase to 7% of BJRR's gross freight revenue, or the minimum quarterly payment set forth in Section 2.1.3.1, whichever is greater.
 - 2.1.3.1. Under no circumstances shall each quarterly payment to MTS be less than \$250,000. Starting five (5) years after the Customs Inspection Facility Approval Date, this minimum payment shall be increased by 5% every five years.
- 2.1 <u>Right of First Refusal to Purchase</u>. Should MTS, during the lease term (or any extension thereof), elect to sell all or any portion of the leased premises (separately or as a part of the larger parcel of which the leased premises are a part), BJRR shall

have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer, and on failure to meet such bona fide offer within sixty (60) days after written notice thereof from MTS, MTS shall be free to sell the leased premises or any portion so designated in the proposal, to such third person in accordance with the terms and conditions of the offer. Should the terms in the offer change from the bona fide purchaser, then in that event BJRR shall be given an additional notice period as provided herein above to meet such offer.

3. BJRR RIGHT TO OPERATE DESERT LINE

- 3.1. <u>Exclusive Operating Right</u>. MTS hereby grants BJRR the exclusive right to operate freight services along the Desert Line. All BJRR freight operations shall be based upon an MTS-approved Business Plan. The Business Plan shall be updated whenever material changes are proposed, but no less than every five (5) years.
- 3.2. <u>Business Plan</u>. The Desert Line Business Plan shall include the following components: Executive Summary, Proposed Make Up of Initial Management Team, Financing Plan, Marketing Plan, Strategy & Implementation Plan, Desert Line Reconstruction Plan (see §3.3) and Operating Plan (see § 3.4). MTS staff and/or designated consultants shall have the right to review and approve the Desert Line Business Plan. If deficiencies are identified by MTS, BJRR shall correct the deficiencies and submit a revised Business Plan to MTS for review and approval. The Business Plan shall recognized as a confidential and proprietary document owned by BJRR and shall not be subject to disclosure to third parties without the express written consent of BJRR, unless required by law.
 - 3.2.1. The Business Plan submitted to MTS pursuant to Section 1.2.1 shall include the following elements:
 - 3.2.1.1. <u>Executive Summary</u>. A brief summary of the overall plan to develop and operate the Desert Line.
 - 3.2.1.2. <u>Proposed Make Up of Management Team</u>. Identify key personnel who will develop and operate the Desert Line. To the extent a specific management team member has not been identified or hired, the plan should describe the essential job functions and qualifications for each open position.
 - 3.2.1.3. <u>Financing Plan</u>. The Financing Plan, at a minimum, shall include an existing description of BJRR's assets and cash flow, sources of capital and/or financing, and the plan and status of obtaining outside funding to complete each stage of the Performance Milestones set forth in Section 1.2.
 - 3.2.1.4. <u>Marketing Plan</u>. The Marketing Plan, at a minimum, shall describe BJRR's plan to attract customers, including a description

of each potential customer and anticipated freight volume, revenue estimated, and a proposed schedule for service to begin.

- 3.2.1.5. <u>Strategy & Implementation Plan</u>. The Strategy & Implementation Plan, at a minimum, shall include the steps BJRR must take to reach each stage of the Performance Milestones set forth in Section 1.2, and BJRR's plan for meeting each stage in a timely manner. The plan shall also include a description and plan to achieve BJRR's long-term goals for the Desert Line, including any related development of freight lines in Mexico.
- 3.3. <u>Desert Line Reconstruction Plan</u>. The Desert Line Reconstruction Plan (DLRP) required in Section 1.2.2 shall include, at a minimum, a detailed schedule and description of the work to be completed prior to and in conjunction with each stage of construction.
 - 3.3.1. The DLRP shall be at a minimum: (a) update the October 2007 Osmose Services Bridge Report, (b) repair and/or remediate the deficiencies identified in the Osmose Services Bridge Report, (c) commission a study of the tunnel and track conditions on the Desert Line including ultrasonic rail flaw, loaded gauge, track geometry and tunnel clearance testing by a contractor approved by MTS, and (d) repair and/or remediate any track or tunnel deficiencies identified through such testing. If additional repairs or modifications beyond those in the DLRP are planned for the Desert Line infrastructure or later required in order to bring BJRR into compliance with this Lease, BJRR shall submit such plans to MTS for review and approval. The DLRP shall ensure that the Desert Line bridges meet Cooper Loading System standards based on maximum axle loading for the freight to be carried by BJRR.
- 3.4. <u>Operating Plan</u>. The Operating Plan required by Section 1.2.5 shall include the following elements:
 - 3.4.1. <u>Personnel & Staffing Plan.</u> 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. Such principal personnel and any future substitutes shall meet generally accepted criteria of experience and qualifications for short line railroad operations of the type and scope contemplated by this Agreement.
 - 3.4.2. <u>Revenue Estimates.</u> Revenue estimates shall be provided with a year-byyear analysis for the first five years of this Agreement, and shall be updated every year thereafter.
 - 3.4.3. <u>Operating Rules</u>. BJRR shall develop and submit to MTS for approval a set of General Code of Operating Rules ("GCOR"), similar to the GCORs

adopted by other freight rail carriers in the same class of carriers as BJRR. The GCOR shall cover such topics as employee responsibilities, signaling equipment, procedures for safe train movement, dealing with accidents and other topics that directly and indirectly affect railroad safety.

- 3.4.4. <u>Maintenance of Way Plan.</u> BJRR shall develop and submit to MTS for approval a Maintenance of Way Plan identifying scheduled inspection, repair, maintenance work, and projects to be undertaken by BJRR, and detailing BJRR's specific maintenance schedule for accomplishing such work and projects during the Term. The plan shall address rail maintenance activities including but not limited to Rail Grinding, Rail Transposition, Rail Slotting, Rail Surface Welding Repair, Rail Joint Elimination and Rail Cascading. BJRR shall update such plans on an annual basis not later than thirty (30) days prior to the anniversary date of the initial plan submittal and submit to the MTS for approval. In addition, MTS may request changes to any such Maintenance Of Way plans in order to maintain compliance with state and federal rules for operating a railroad of similar size, scope, and classification as BJRR, and BJRR shall make and agree to implement such proposed changes.
- 3.4.5. Safety & Security Plans. BJRR shall establish MTS-approved Safety & Security Program Plans. The Safety Plan shall include Roadway Worker Safety and all other FRA mandatory training based on applicable FRA, STB, CPUC, and MTS regulations, ordinances, standards and guidelines. which will identify, eliminate, minimize, and control safety hazards and The Security Plan shall provide for, without their attendant risks. limitation, e-RailSafe employee verification, an identification badge system for BJRR employees; a vehicle control system for BJRR employee vehicles on the Service Property; and a plan for restricting access to facilities. Such plans shall meet all applicable federal and other legal requirements and regulations, and must be provided to MTS no less than sixty (60) calendar days before the Maintenance Commencement Date. MTS shall review such plan, and shall either accept the plan or shall, within thirty (30) calendar days, direct BJRR to revise such plan. BJRR shall revise such plan accordingly within thirty (30) calendar days of receipt of such revisions from MTS.
- 3.4.6. <u>Anti-Smuggling & Customs Enforcement Plan</u>. BJRR shall develop a plan to fully comply with federal laws in Title 18, Chapters 27 (Smuggling) & 77 (Human Trafficking) and Title 8, Sections §§1321-1324 (Aliens) of the United States Code.
- 3.4.7. <u>Homeland Security Plan</u>. BJRR shall develop a plan to monitor and protect the Desert Line from vandalism, terrorism and other threats. The Homeland Security Plan shall require reporting of any threat or potential threat to the MTS Chief of Police within twelve (12) hours. BJRR shall be

responsible for providing security for the Desert Line facilities. To the extent BJRR establishes a law enforcement force, the jurisdiction for BJRR law enforcement shall only extend to the Desert Line. MTS, through its Chief of Police, shall have the right, but not the obligation, to assert jurisdiction to investigate and respond to an incident on the Desert Line. In the event MTS exercises this right, all BJRR law enforcement personnel shall be subordinate to the MTS Chief of Police.

3.4.8. The Operating Plan shall ensure that BJRR's freight operations comply with 49 C.F.R. Part 200 through 299 and applicable Surface Transportation Board (STB) and Association of American Railroads (AAR) rules.

4. <u>RIGHTS & OBLIGATIONS OF BJRR</u>

- 4.1. <u>Right to Provide Freight Railroad Service</u>. Beginning on the Effective Date and throughout the term of this Lease, subject to compliance with the terms and conditions of this Agreement, MTS hereby grants and BJRR hereby acquires and assumes the exclusive right to provide freight rail transportation service on the Desert Line, and to lease or sublease the rail line in accordance with the provisions of this agreement to provide the common carrier obligation for rail freight service on the Desert Line.
- 4.2. <u>Common Carrier Service.</u> BJRR shall provide service only as a common carrier with the power to establish through routes, make and collect rates, and enter into contracts with customers subject to the provisions of divisions or handling line agreements with connecting carriers.
 - 4.2.1. <u>Frequency.</u> BJRR shall provide service "on demand" with a frequency no less than once per week or as otherwise set forth in a MTS-approved Operating Plan. Subject to agreement between the parties and connecting railroads, BJRR shall publish tariffs, enter into rail transportation agreements, and shall be entitled to bill and collect all rates on intraline and interline traffic and all revenues received from connecting railroads on interline traffic whether though divisions, handling line agreements, or other arrangements.
 - 4.2.2. <u>Nondiscrimination</u>. BJRR shall not discriminate unreasonably with respect to rates, transportation, and services against any shipper and shall provide transportation or service on reasonable request.
- 4.3. <u>Rights Not Transferred to BJRR.</u> The rights granted to BJRR in this Agreement shall not include mineral or mining rights of any kind. All mineral and mining rights, including the right to mine sand along the Desert Line right-of-way and all revenue from any mineral or mining rights are expressly retained by MTS or its

predecessors-in-interest. Any movements of sand necessary for the maintenance work set forth in Section 4.5.2 shall be pre-approved by MTS.

- 4.3.1. <u>Collateral Revenue</u>. Collateral Revenue is defined as all revenue generated from the sale of products, including but not limited to; mineral rights, sand and gravel that is mined on site, wind power, solar power, utility corridors (see Section 7.6) and advertising such as billboards located on the Desert Line right-of-way. MTS expressly reserves the right to directly enter into Collateral Revenue agreements related to the Desert Line right-of way corridor so long as the uses:
 - 4.3.1.1. Are not the type typically performed as part of a full service short line freight and intermodal transportation provider,
 - 4.3.1.2. Do not unreasonably interfere with or impair BJRR's freight operations; and
 - 4.3.1.3. Do not increase BJRR's operating, capital or maintenance costs.
- 4.3.2. <u>What is Not Collateral Revenue</u>. This reservation of Collateral Revenue Rights by MTS does not restrict BJRR from entering into customer service agreements and/or offering various services to freight railroad customers as part of a full-service freight railroad and intermodal operation. Such services may be entered into in the normal course of BJRR's business operations, without the requirement of express approval by MTS. Any revenue derived from such operations is subject to the percentage rent provision in Section 2.1.3.
- 4.4. <u>Rates, Charges, Divisions, Revenues.</u> BJRR shall commence and use its best efforts to negotiate appropriate rates, charges and divisions for the shipment of goods over the Desert Line and obtain shipper commitments for future shipments of bulk commodities.
 - 4.4.1. <u>Tariffs, Rates, & Revenues.</u> So long as it is not in default, BJRR shall have the exclusive right and obligation in the name of, and on behalf of MTS, to file with appropriate governmental agencies and to adopt and negotiate, modify existing tariffs, rates, and charges for the shipment of goods over the Desert Line, and shall be solely responsible for collecting those rates from its customers and for payment of fees to other connecting carriers.
 - 4.4.2. <u>Freight Commitments Progress Reports.</u> Upon commencement of Limited Operations as defined herein, BJRR shall advise MTS on a quarterly (45 days after the end of each Quarter) basis of its progress in obtaining commitments for sufficient operating revenues to meet operating expenses projected.

- 4.4.3. <u>Economic Viability.</u> BJRR shall take all actions necessary for and commence operations of such through service on the Desert Line at such time as BJRR determines that the commencement of operations appears economically viable considering progress made in obtaining funds to reimburse part or all of BJRR's expenses in opening the Desert Line and the time period reasonably necessary to amortize any expense of BJRR incurred and not reimbursed from other sources.
 - 4.4.3.1. The economic viability of operation of through service on the line is a factor of capital and operating costs including lease payments as well as operating revenue based upon rates, charges and divisions and car loads. The determination of economic viability is not contingent upon a projection of any specific level of profits or losses by BJRR.
 - 4.4.3.2. Except for the limited exception set forth in Section 8.4, a decision by BJRR not to commence or continue operations on the Desert Line because of a lack of economic viability shall not impact or restrict MTS's right to terminate if BJRR fails to meet the Performance Milestone Requirements in Section 1.2.
- 4.5. <u>Desert Line Management and Maintenance.</u> BJRR or its approved sub-lessee or designee shall have exclusive control and responsibility in the management, maintenance, and operation of freight rail service on the Desert Line at BJRR's sole cost and expense.
 - 4.5.1. <u>Management.</u> Upon the Effective Date hereof, MTS hereby grants to BJRR the right to manage the Desert Line. BJRR shall be responsible for the operating policies, billing rates, and scheduling of transportation over the Desert Line and the relationship with all shippers and connecting rail carriers. BJRR agrees to provide the following services as reasonably necessary for the efficient operation of the Desert Line and the transportation of freight:
 - 4.5.1.1. <u>Marketing</u>. Actively promote and solicit additional shipments by rail, routine marketing consistent with the business plan of BJRR;
 - 4.5.1.2. <u>Employees and Labor Relations.</u> 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 Federal Railroad Administration ("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.

- 4.5.1.3. <u>Operating Assignment of Cars and Crews</u>. BJRR shall be responsible for the operating assignment of all cars and crews as relates to the Desert Line.
- 4.5.1.4. <u>Dispatching of trains</u>. Subject to dispatching with regard to all joint use facilities and operations pursuant to a joint use rule book promulgated by MTS (see Section 7.8), which directions and rule book shall not unduly interfere with BJRR's provision of adequate freight service, BJRR shall be responsible for dispatching on the Desert Line.
- 4.5.1.5. BJRR shall provide all equipment (locomotives, cars and other equipment and buildings or other structures within the Desert Line's right-of-way), 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.
- 4.5.1.6. <u>Subagreements.</u> BJRR shall be responsible for negotiating directly with all connecting railroads with respect to switch charges, divisions of revenue, car hire agreements, interchange agreements, and clerical/data exchange agreements. BJRR may not, absent the written consent of MTS and only as consistent with this 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.
- 4.5.1.7. <u>Regional Cooperation</u>. BJRR shall cooperate in all reasonable respects with BNSF, Union Pacific, the Mexican Government, Port of San Diego, San Diego & Imperial Valley Railroad, MTS, and other similar parties to insure an uninterrupted and efficient flow of freight shipments in an economically viable transportation mode as determined by MTS with the advice of BJRR.
- 4.5.2. <u>Maintenance</u>. BJRR shall maintain and safely operate adequate freight service on the Desert Line as provided herein. At minimum, BJRR shall maintain the Desert Line infrastructure according to the following standards:

- 4.5.2.1. <u>General Maintenance, Inspection and Repair</u>. Maintain the Desert Line in compliance with all state and federal statutes, rules and regulations, or as otherwise agreed to by the parties, and upon commencement of Limited Operations as defined in Section 1.2.6, maintain the track on Leased Premises to at least Class II standards, as defined by the Federal Railroad Administration ("FRA") track safety standards, at BJRR's own cost and expense and to a standard that is sufficient to continue rail freight service commensurate with the needs of the rail users located thereon, provided that if on the Effective Date the condition of any portion of the Leased Premises is better than Class II standards, that portion of the Leased Premises shall be maintained at no worse condition than exists on the Effective Date.
 - 4.5.2.1.1. BJRR's obligations shall include routine inspection and maintenance of the Desert Line (including, but shall not be limited to, 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 on the Desert Line.)
 - 4.5.2.1.2. BJRR's maintenance obligations shall include vegetation control and removal of fire hazards consistent with California Department of Forestry and Fire Protection (Cal Fire) and other related requirements.
 - 4.5.2.1.3. BJRR agrees that all grade crossings and grade crossing protection devices will be given a high priority in BJRR's maintenance program.
 - 4.5.2.1.4. BJRR is expressly prohibited from adding, removing, or modifying any grade crossings (either public or private) or grade crossing protection devices on the Desert Line without prior written consent from MTS.
- 4.5.2.2. <u>Excepted Track.</u> No main line track may be maintained in an Excepted condition.
- 4.5.2.3. <u>Encroachments.</u> Protect the Desert Line against unauthorized encroachments or uses. Any unauthorized encroachments, uses or third-party damage to the Desert Line shall be reported to MTS as soon as reasonably practicable, but no later than ten (10) days, after BJRR is on notice of the unauthorized act. Depending

on the nature of the encroachment or unauthorized use, BJRR and MTS will mutually agree on which party will take the lead in removing the encroachment or unauthorized use. MTS retains the right to approve encroachments or crossings of the Desert Line right of way. MTS agrees 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.

5. <u>RECORDKEEPING AND MTS AUDIT RIGHTS.</u>

- 5.1. BJRR shall maintain books and records of all operations its conducts on the Desert Line, including revenue, expenses, shipper information, and any other records required by law. Subject to the scope and confidentiality protections set forth in Section 5.1.5, MTS shall have the right to inspect and audit the books and records of BJRR, pertaining to its operations on the Desert Line, at all reasonable times.
 - 5.1.1. <u>Accounting & Reporting.</u> BJRR shall report and pay directly to owners of any cars for all mileage and per diem accruing by way of BJRR's use of such cars. BJRR agrees that it is a signatory to the American Association of Railroads ("AAR") for reporting purposes, and shall abide by AAR rules and regulations. BJRR shall indemnify and hold MTS and MTS (including its subsidiaries) harmless from any and all liability or claim for such charges.
 - 5.1.2. Periodic Reports to MTS. Copies of unaudited financial reports identifying BJRR's gross revenue for the Desert Line, prepared in the normal course of BJRR's business, shall be provided to MTS on a quarterly basis, submitted to MTS no later than 45 days after the end of each quarter, commencing with the first quarter report following commencement of Revenue Operations as defined in Section 1.2.4 above. Copies of reviewed annual financial statements, reviewed by an independent accounting firm, shall be submitted to MTS no later than 90 days after the end of each year end, commencing with the first year end after commencement of Revenue Operations as defined in Section 1.2.4 above. MTS shall take the same precautions to protect the confidentiality of non-public financial information provided under this Section that it uses to protect its own confidential non-public financial information. Failure to provide these periodic reports to MTS will constitute default or breach under the Lease Agreement in addition to financial penalties under state and federal law.

- 5.1.3. <u>Reports of Agency Contacts.</u> BJRR shall make timely and accurate reports to all Mexican, federal, state and local regulatory and safety agencies having jurisdiction over BJRR's activities and file with MTS one copy of every report filled with a Mexican, federal, state or local regulatory or safety agency at the same time such report is filled with any such agency. To the extent such reports are in Spanish, if requested by MTS, BJRR shall provide a full and complete English translation to MTS.
- 5.1.4. <u>Quarterly Reports to SD&AE Board.</u> BJRR shall report at each meeting of the Board of Directors of SD&AE, orally and/or in writing, on the operations of the Desert Line. Included in the report shall be a discussion of those items listed in Section 4.5 of this Agreement and the status of matters in the areas of labor, shippers, or with railroad maintenance. A summary of freight traffic lost and gained during the quarter shall be included. The report should be concluded with a summary of the expectations of BJRR on continued operations.
- 5.1.5. Confidentiality of BJRR Financial Records and Scope of MTS Audit <u>Rights.</u> MTS recognizes that certain BJRR financial records, including budget and expense information, is confidential and proprietary information belonging to BJRR. In the event an MTS-initiated audit requires the review of such records, MTS agrees to restrict access to such information to MTS executive management, the assigned auditors and only such other persons who have a legitimate need-to-know. No such information will be disclosed to third parties, except as necessary to communicate the audit findings. MTS and BJRR shall meet and confer and agree on the scope of any audit, including the necessary information and records MTS needs access to during the performance of the audit. The focus of any financial audit by MTS shall be limited to compliance by BJRR with the terms and conditions of this Agreement.

6. <u>BJRR COMPLIANCE WITH LAWS</u>

- 6.1. <u>Local, State and Federal Laws.</u> BJRR shall comply 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 Federal Railroad Administration and the Surface Transportation Board.
- 6.2. <u>FELA, Railway Labor Act, Federal Locomotive Inspection Act.</u> 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 The Desert Line. BJRR shall further indemnify, protect, defend, and hold harmless MTS and MTS 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. BJRR shall not provide any car cleaning, or transload or remove any Hazardous Materials (as defined in Section 9.3) from any cars on the Leased Premises, including but not limited to cleaning removal of residue material in any tank cars, without MTS's prior written consent.

- 6.3. <u>Taxes & Fees.</u> BJRR shall be responsible for and pay all taxes due and payable by it as a result of its performance of its obligations hereunder, including, without limitation, all federal, state, and local taxes or fees. MTS and MTS shall be held harmless from, indemnified against, and defended against all claims and liabilities with regard thereto.
- 6.4. <u>Regulatory STB/MTS Approval</u>. Except in the case of a termination of this Lease, an emergency, or a lawful embargo, BJRR agrees not to suspend or discontinue any operations provided in this Lease, and, if such operations are subject to Surface Transportation Board ("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, MTS, 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 Federal Railroad Administration, Surface Transportation Board, and, as applicable, the State of California.
 - 6.4.1. <u>Six Months' Notice Prior to Suspension or Discontinuance.</u> Except in the case of a termination of this Lease or an emergency, 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 MTS six (6) months advance written notice of BJRR's intent to do so. Notwithstanding BJRR's failure to obtain such approvals and provide such advance notice, BJRR will remove itself from the premises and will discontinue operations under this Agreement immediately upon termination or exBJRRation of this Agreement by MTS.
- 6.5. <u>Environmental Laws.</u> BJRR shall comply with all applicable ordinances, regulations, statutes, rules, decisions and orders (including, but not limited to, those relating to safety, rail operations, 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 Federal Railroad Administration, the federal Environmental

Protection Agency, the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA), ("Laws").

7. <u>RIGHTS & OBLIGATIONS OF MTS</u>

- 7.1. <u>Reversion of Ownership.</u> Upon a decision by BJRR to discontinue providing rail freight service, a failure by BJRR to exercise a renewal option, or termination of this Agreement pursuant to Section 8 hereof, exclusive operating rights on the Desert Line shall, subject to approval by the STB, or any successor thereto, revert to MTS as the owner of the Desert Line (the "residual common carrier obligation"). The residual common carrier obligation retained by MTS, and MTS's complete and exclusive ownership of the Desert Line includes the exclusive right to commence abandonment proceedings for the Desert Line or any portion thereof following the termination of this Agreement.
- 7.2. <u>MTS Ownership.</u> BJRR and MTS acknowledge and agree that MTS, through its ownership of SD&AE, has and shall continue to have during the term of this Agreement the complete and exclusive ownership of the Desert Line, including a residual common carrier obligation stemming from ownership of a line of railroad, and the exclusive right at MTS's sole discretion to commence abandonment proceedings for the Desert Line or any portion thereof following the termination of this Agreement. For all purposes relating to the ownership of the Desert Line, including all filings with or appearances before the STB or any other federal or state authority, MTS shall be shown as the owner of the Desert Line.
- 7.3. Right of Inspection. MTS and its agents or its authorized representatives, after three (3) days written prior notice to the BJRR (except in an emergency, which for purposes of this Section 7.3 shall mean an immediate risk to human life or of bodily injury or of material damage to the Desert Line), shall have the right to enter at all times the premises, workings or operations of BJRR in order to inspect and examine the same for the purpose of ascertaining the conditions of the operation, the methods of operation practiced or any other lawful purpose; provided, however, that such inspections shall not unreasonably interfere with BJRR's operations. Additionally, responsible officers of the BJRR shall be available to consult with MTS from time to time as may be necessary or required by MTS in order to advise MTS of ongoing activities and services performed by BJRR on the Desert Line. It is mutually understood and agreed that MTS's agents or authorized representatives, when in or on the Desert Line or any of BJRR's operations for any purpose, shall not be regarded under the law or otherwise as employees of the BJRR. During any such inspection, BJRR shall have the right to have appropriate personnel available to accompany the inspection party. In the event of a dispute between MTS and BJRR with respect to BJRR's fulfillment of its duties under Section 4.5.2 "Maintenance" it is agreed between the parties that an inspection by a qualified third party inspector agreed upon between the parties shall be arranged by the parties and such third party inspector shall inspect those

segments or portions of track in dispute and his findings in this regard shall be binding upon the parties. If the parties are unable to agree on a third party inspector, then the parties will engage an FRA inspector to resolve such dispute and his findings in this regard shall be binding upon the parties.

- 7.4. Joint Inspection. The parties shall, at least once annually, jointly inspect the Desert Line to determine whether the Desert Line has been maintained in accordance with Section 4.5.2 of this Agreement. MTS and its agents or its authorized representatives shall have the right to inspect, at other times determined by MTS and after three (3) days written prior notice to BJRR (except in an emergency, which for purposes of this Section 5.4 shall mean an immediate risk to human life or of bodily injury or of material damage to the Desert Line), the Desert Line to ascertain whether it has been properly maintained by the BJRR, provided, however, that such inspections shall not unreasonably interfere with the BJRR's operations. To assist MTS in its inspections, the BJRR shall provide MTS with copies of all FRA inspection reports within sixty (60) days of receipt. If MTS and BJRR disagree concerning the condition of the Desert Line or any determination by BJRR of the appropriate level of maintenance, it is agreed by the parties that an inspection by a qualified representative of the FRA shall be arranged and such representative shall inspect those segments or portions of track in dispute. The representative's findings in this regard shall be binding upon the parties.
- 7.5. Federal Assistance. If BJRR makes application for federal grant funding, federal loan assistance, or any other federal, state or local financial aid, redevelopment or other assistance program for rehabilitation of the Desert Line, MTS shall, upon the request of BJRR, provide reasonable assistance to BJRR in BJRR's application for purposes of improving freight operations. To the extent that obtaining such funds requires matching funds, any local share of such matching funds shall be the sole obligation of BJRR, if it desires to participate. To the extent legally permissible, BJRR funds shall be allocated to specific buildings and structures and BJRR shall be considered to be the owner of such buildings and structures, provided that upon termination of its contract with MTS, for whatever reason, MTS shall become the sole owner of all such improvements. In the event BJRR has the right and ability to claim, sell or otherwise benefit from section 45G or other federal or state tax credit programs associated with track or maintenance or rail line improvements, and BJRR obtains such benefits related to the Desert Line, BJRR shall advise MTS of its pursuit of such benefits, and shall also inform MTS of any financial benefits that BJRR expects to secure or has previously secured through any such programs Unless otherwise directed by MTS, any and all such rebates, credits, or the proceeds of the sale of such rebates or credits shall be used for tasks listed in the DLRP, or Maintenance of Way work, other track maintenance, or other capital improvements to the Desert Line as MTS may direct. The proceeds of such rebates, credits, or the proceeds of the sale of such rebates or credits may also, at MTS's discretion, be used as on offset toward prospective BJRR obligations under this agreement.

- 7.6. <u>Grant of Access.</u> Notwithstanding any other provision of this Agreement, MTS reserves the right to grant access for the installation of telecommunications or other utility facilities along, across, over, in, or on, the real property portion of the Desert Line, and to authorize a grantee to enter upon the Desert Line for purposes of installation, adjustment, relocation, and maintenance of those facilities, provided that such installation, adjustment, relocation, and maintenance does not unreasonably interfere with BJRR's operations.
 - 7.6.1. Pacific Southwest Railway Museum. BJRR takes this Lease subject to the rights of the Pacific Southwest Railway Museum (PSRM) to operate passenger excursion trains on a portion of the Desert Line, and to maintain such portions of the Desert Line, as set forth in MTS Doc. No. S200-08-341 dated December 13, 2007. MTS desires for the PSRM use to continue. The current PSRM operating agreement expired on December 12, 2012 and therefore is continuing in a hold-over status. MTS and BJRR desire to extend the PSRM operating agreement, subject to certain changes necessary to acknowledge BJRR's freight operating role and the extinguishment of the rights and obligations of San Diego & Imperial Valley Railroad. BJRR similarly acknowledges and takes this Lease subject to PSRM's rights to the Campo Depot property, as set forth in the PSRM Campo Depot Lease identified as MTS Doc No. S200-04.235. MTS shall have the right, in its sole discretion, to the extend or modify the PSRM Campo Depot Lease during the term of this Lease; provided, however, that freight traffic on the Desert Line shall maintain dispatching priority.
 - 7.6.2. San Diego Gas & Electric (SDGE) East County Substation TL 13844 <u>Project.</u> At the time of execution of the original PIR Lease in 2012, MTS was in the process of transferring three (3) separate easements to SDGE for its East County Substation TL 13844 Project. The three easements consist of overhead lines at property identified as the "Jacumba Crossing" and the "Head Crossing" and underground lines under Jewel Valley Road at the location identified as the "Lansing Crossing." MTS and SDGE agreed to easement language that protects the railroad uses on the Desert Line and prevents the SDGE from conflicting with that use. Notwithstanding the fact that the SDGE easements were executed and recorded after the original PIR Lease, BJRR expressly agrees that they take the Desert Line subject to these SDGE easements.
 - 7.6.3. <u>Continuation of Pre-existing Agreements with MTS and/or SD&AE</u>. There are currently various existing agreements executed by MTS and/or SD&AE for utility crossings, easements, private road crossings, spur track usage, property leases and permits, rights of entry, and trackage rights, including the agreement for the sale and donation of MTS to MTS dated February 12, 1979. It is the intent of the parties that all such and similar agreements, by whatever name, relating to the real property and property rights and track usage rights of MTS and MTS shall remain in force and effect upon this Lease becoming operative.

- 7.7. <u>Future Passenger Service / Freight Priority.</u> MTS reserves the right to provide passenger and/or commuter rail services on the rail line, subject to the following limitations:
 - 7.7.1. Any passenger or commuter services implemented on the line shall not have priority over any freight services existing or implemented on the line unless MTS funds and constructs capacity improvements sufficient to maintain freight service at a then-optimal service level, taking into consideration reasonable service growth projections.
 - 7.7.1.1. MTS implementation of passenger or commuter services shall not impose restrictions on the type of freight or size of freight cars / trains that BJRR may operate on the Desert Line.
 - 7.7.2. Any passenger or commuter services implemented on the Desert Line shall be shall be coordinated with BJRR to provide for the safe and efficient operation of services on the line.
 - 7.7.3. MTS shall have the right at its expense to erect, construct or install any structures, guards, devices, rails, ties, ballast, tracks, sidings, bridges, buildings, stations, communication facilities or other improvements upon the Desert Line for passenger or commuter services.
 - 7.7.4. To the extent that passenger and/or commuter rail services have material, adverse impacts on the revenue being generated by BJRR, MTS agrees to modify the consideration owed to MTS under Section 2 to offset the loss of revenues.
 - 7.7.5. In the event MTS commences passenger operations on the Desert Line under this provision, MTS and BJRR shall also agree to a reasonable contribution from MTS for its fair share of maintenance and other expenses.
 - 7.7.6. MTS may not commence passenger operations or take steps to improve the Desert Line in anticipation of passenger service pursuant to this Section 7.7 until reaching a mutual agreement with BJRR regarding the impacts of MTS's passenger operations and the required MTS funding or construction contributions detailed in Sections 7.7.1 through 7.7.5. If the parties are unable to mutually agree on the impacts or contributions, then the matter shall be submitted to mediation pursuant to Section 10.10.2, with the costs of mediation paid by MTS.
- 7.8. <u>Dispatching.</u> Until and unless MTS commences passenger service pursuant to Section 7.7, BJRR shall have exclusive dispatching control on the Desert Line. In the event MTS commences passenger service pursuant to Section 7.7, MTS and BJRR shall meet and confer and agree on a dispatching plan.

- 7.9. <u>Cooperation with BJRR.</u> MTS agrees, within their resources and without subsidy, to:
 - 7.9.1. Cooperate with and assist BJRR to maintain and obtain all necessary permits, clearances, agreements and other requirements for operations and maintenance.
 - 7.9.2. Cooperate with BJRR to obtain federal, state, or local grants which may be available from time to time for upgrading or insuring the continued operation of the railroad.
 - 7.9.3. Cooperate with and assist BJRR with regard to negotiations with BNSF, UP, 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.
 - 7.9.4. Assist BJRR to the maximum extent feasible in the solicitation of additional shipments by rail; and
 - 7.9.5. Work with BJRR to insure that track design, construction and operating schedules for transit operations are planned and implemented to insure minimum disruption of either freight service or passenger service.

8. <u>TERMINATION</u>

- 8.1. <u>Default Notice/Right to Cure</u>. Upon default of BJRR hereunder, MTS may terminate this Agreement at any time, upon furnishing 30 days written notice to BJRR of its default, except that such notice with regard to payment of monies shall be 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.
- 8.2. <u>Default Causes</u>. Causes for termination of BJRR for default shall be as follows:
 - 8.2.1. Failure to meet the Performance Milestone Requirements set forth in Section 1.
 - 8.2.2. Failure to provide freight services as required under this Agreement or by the Surface Transportation Board.
 - 8.2.3. A filing of bankruptcy by BJRR, or assignment for the benefit of creditors, or actual insolvency.
 - 8.2.4. Failure to maintain the right-of-way and physical properties in accordance with the terms hereof.

- 8.2.5. A course of conduct of operation by BJRR in a manner which, upon proper administrative hearings, is found to jeopardize the health or safety of the general public.
- 8.2.6. Failure of BJRR to make required payments to MTS.
- 8.2.7. Any other material violation of the terms of this Agreement, including the payment of monies.
- 8.3. <u>Cure Longer than 30 Days</u>. If the default of BJRR cannot be cured within 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.
- 8.4. <u>Limited Waiver of Right to Declare Default / US Customs Inspection Facility</u>. MTS agrees to temporarily waive the right to enforce the compensation requirements set forth in Section 2, if, after reasonable and good faith efforts to obtain United States government approvals to construct and operate a customs inspection facility, the parties receive communications from the United States and/or Mexico government that either government does not support the inspection facility and the Government Approval(s) will not be obtained even if modifications are proposed. For this temporary waiver provision to go into effect, MTS and BJRR shall mutually agree that the required reasonable and good faith efforts have been exhausted and that no Government Approval is likely to be obtained.
 - 8.4.1. Six Month Temporary Waiver Period / Renewals. Any temporary waiver of the Section 2 payment requirements shall be for no more than 6 months unless MTS agrees at the end of the 6 month period that the United States and/or Mexico government position has not changed and that there is no reasonable expectation that the inspection facility will be reconsidered in the next 6 months. The parties shall make reasonable efforts to review and/or re-work the inspection facility proposal and re-submit it for reconsideration if it appears that circumstances have changed
 - 8.4.2. <u>Normal Due Diligence and Review Period Not Applicable</u>. The temporary waiver of the requirements of Section 2 described in this Section 8.4 shall not apply during periods of normal and reasonable due diligence and approval processing that is typical for a project of the scope and size of a new United States or Mexico customs inspection facility.
- 8.5. 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 30 days' notice, or may be withheld from

funds, which would otherwise be payable, as such accountant shall deem appropriate.

- 8.6. BJRR may, at any time, 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. Except upon mutual agreement of MTS, BJRR shall return the Desert Line to at least as good of condition as it was in upon commencement of this Lease, reasonable wear and tear excepted.
- 8.7. Upon termination of this Agreement, BJRR will not assert any continuing contractual or common carrier right to continue to operate over the Desert Line except as necessary to fulfill any common carrier obligations during the pendency of any STB discontinuance proceeding, and shall, at BJRR's sole cost and expense, expeditiously prepare and submit all necessary applications, petitions, notices, or other ancillary submissions to the STB or any successor agency as necessary to effectuate a termination of this Lease and a discontinuance of BJRR's operations over the Desert Line. In the event that BJRR fails to make such filings on an expedited basis, MTS may make such filings on BJRR's behalf and act as BJRR's agent with respect to such filings to effectuate discontinuance of BJRR's operations on the Desert Line, with BJRR being responsible for all costs (including but not limited to filing fees and attorney fees) incurred by MTS in making such filings on BJRR's behalf. In the event MTS is required to make such filings, BJRR will not oppose the relief requested in MTS's filings. Furthermore, upon termination and during the pendency of any discontinuance proceeding, BJRR will not interfere with any efforts by MTS to allow another rail carrier to operate on the Desert Line and shall coordinate as required to allow such other rail carrier full operating rights on the Desert Line.

9. INSURANCE AND INDEMNIFICATION

9.1. Except as provided herein, MTS, MTS, 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 2); BJRR further agrees to indemnify and save free and harmless MTS, MTS 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 MTS and/or SD&AE 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 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 MTS, MTS 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); MTS further agrees to indemnify and save free and harmless BJRR and its authorized agents, directors, officers and employees 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 services, changes in services, or any other work or services done or provided pursuant to this Agreement.
- 9.3. <u>Insurance Required</u>. During the performance of services hereunder BJRR shall maintain policies of insurance as described below. Prior to beginning work, BJRR shall furnish evidence of insurance satisfactory to the Chief Executive Officer of MTS as to contents and insurance carriers which will contain a provision for 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 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 \$25 million per occurrence before freight railroad operations commence and \$50 million per occurrence after freight railroad operations commence, subject to a self-insured retention of a dollar amount acceptable to MTS. Coverage included shall be:
 - 9.3.1.1. Premises and operations;
 - 9.3.1.2. Products/completed operations;
 - 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 MTS/MTS/SDTI 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 MTS/MTS/SDTI, their directors, officers, agents and employees as additional insureds as respects services or operations under this Agreement performed by or on behalf of BJRR.
- 9.3.1.10. Stipulation that the insurance is primary insurance and that no insurance of MTS/MTS/SDTI 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.
- 9.4. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$5 million combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
- 9.5. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, with an insurer's waiver of subrogation in favor of MTS/MTS/SDTI, their directors, officers, representatives, agents and employees.
- 9.6. 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 MTS/MTS/SDTI. Contractor hereby releases and holds harmless MTS/MTS/SDTI for any loss or damage to its equipment.
- 9.7. "All Risk" Property insurance for all MTS 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 \$10 million per occurrence. Coverage shall be subject to a deductible of a dollar amount acceptable to MTS.
- 9.8. 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 amount of \$10,000,000 per

occurrence. Coverage shall be subject to a deductible of a dollar amount acceptable to MTS. MTS/MTS/SDTI, its officients, 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.

- 9.9. <u>Other Insurance Provisions</u>. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 9.9.1. <u>Acceptability of Insurers</u>. 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 MTS.
 - 9.9.2. <u>Claims Made Policies</u>: If any of the required policies provide claims-made coverage:
 - 9.9.2.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 9.9.2.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 9.9.2.3. 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.
 - 9.9.3. <u>Verification of Coverage</u>. BJRR shall furnish MTS 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 and approved by MTS 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. MTS reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - 9.9.4. <u>Special Risks or Circumstances</u>. MTS reserves the right to modify these requirements, including limits and type of insurance required, based on the nature of the risk, prior experience, insurer, coverage, or other specialcircumstances.
- 9.10. <u>Review of Insurance Limits and Coverage Requirements</u>. No less than every ten (10) years, or after any significant insurance claim or operational accident, MTS and BJRR shall review the above insurance limits and coverage requirements and update them as necessary to maintain adequate insurance for the freight and other operations conducted by BJRR pursuant to this Agreement. Such limits and coverage requirements shall be equal to or greater than the best practices maintained by

railroads of similar size, geography and other risks. The limits and coverage requirements under this Agreement shall at all times be sufficient to cover all risk related to Desert Line freight operations, such that MTS's independent insurance coverage rates and risks shall not increase because of BJRR''s operations.

9.11. <u>Third Party Contractors – Right of Entry Permits</u>. To the extent BJRR contracts with third parties to perform any professional services, construction, or freight operations on the Desert Line as part of BJRR's activities under this Agreement, such third party contractors shall first apply for and be granted a Right of Entry Permit ("ROE Permit") from MTS. The ROE Permit shall be in MTS's then-standard form, which sets various notice and safety rules for work near or on a railroad and provides MTS with direct protection under insurance and indemnification provisions appropriate for the work to be performed by the third party contractor.

10. GENERAL PROVISIONS.

- 10.1. <u>Status of BJRR.</u> BJRR is an independent contractor, and in no way shall it be deemed to be an affiliate, partner, subsidiary, joint venturer, or associated in any manner whatsoever with MTS or SD&AE.
- 10.2. <u>Conflict of Interest.</u> No employee, officer, or Board member of MTS or SD&AE shall have a financial or other personal interest in this Agreement, or any contract or subcontract, or with BJRR, in any way directly or indirectly.
- 10.3. <u>Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. BJRR's rights hereunder shall not be assignable whether by way of assignment, sublease, license or otherwise, directly or indirectly, without MTS's prior written consent, except that an assignment to a wholly owned subsidiary may be accomplished upon notice to MTS, and provided that such assignment shall not relieve BJRR of any of its obligations hereunder except as agreed upon by MTS. 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.
- 10.4. Warranties and Representations.
 - 10.4.1.MTS and SD&AE each warrants and represents to Operating Company as follows:
 - 10.4.1.1. That it is duly organized, validly existing and in good standing under the laws of, as to MTS, the State of California and as to SD&AE, the State of Nevada.
 - 10.4.1.2. That it has the power and authority to enter into this Agreement to carry out its obligations under this Agreement.

- 10.4.1.3. 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.
- 10.4.1.4. 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.
- 10.4.2. BJRR warrants and represents to MTS and SD&AE as follows:
 - 10.4.2.1. That it is duly organized, validly existing and in good standing under the laws of the State of California.
 - 10.4.2.2. That it has the power and authority to enter into this Agreement to carry out its obligations under this Agreement.
 - 10.4.2.3. 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.
 - 10.4.2.4. 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.

10.5. Notice.

10.5.1. 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:

10.5.1.1. SD&AE

Paul C. Jablonski President San Diego & Arizona Eastern Railway Co. 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

10.5.1.2. BJRR

Roberto Romandia Chief Operating Officer Baja California Rail Road, Inc. 3065 Beyer Blvd. B-103 San Diego Ca. 92154

10.5.1.3 MTS

Paul C. Jablonski Chief Executive Officer San Diego Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

- 10.6. <u>Attorneys' Fees and Costs</u>. 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.
- 10.7. <u>Choice of Law</u>. This Agreement shall be interpreted in accordance with the statutes and laws of the United States of America and the State of California.
- 10.8. <u>Severability.</u> 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.
- 10.9. <u>Force Majeure.</u> 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, 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. 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 specifically the obligations of BJRR as set forth in Section 4 of this Lease.

- 10.10. <u>Dispute Resolution</u>. 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 10.10.
 - 10.10.1. Informal Resolution. MTS 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 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 10.10.2.
 - 10.10.2. <u>Mediation</u>. If the informal efforts outlined in Section 10.10.1 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.
 - 10.10.3. Any dispute not resolved through the mediation required by Section 10.10.2 may proceed to litigation unless the Parties agree in writing to submit the dispute to binding arbitration.

[Signature Page to Follow]

In Witness Whereof, each of the parties has caused this Amendment 1 to be duly executed on its behalf as of the day and year first above written.

San Diego and Arizona Eastern Railway Company

a Nevada nonprofit corporation

Baja California Rail Road, Inc. a California corporation

By:

Paul C. Jablonski President By:____

Roberto Romandia Chief Operating Officer

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



Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

PURCHASE OF 20 CLASS B PROPANE POWERED PARATRANSIT BUSES-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. B0675.0-18, (in substantially the same format as Attachment A) with Creative Bus Sales, for the purchase of up to twenty (20) propane powered Class B paratransit buses.

Budget Impact

The value of this agreement will not exceed \$2,189,944 inclusive of all applicable taxes and fees. This project will be funded through the fiscal year (FY) 2018 ADA Bus Procurement project WBSE #1001105001-599901.

DISCUSSION:

MTS operates paratransit service as required by 49 CFR Section 37 with Class B paratransit buses. Twenty (20) vehicles have reached the end of their useful service life and have been scheduled for replacement as part of the FY 2018 MTS Fleet Replacement Plan. The new vehicles will maintain and enhance the agency's ability to provide paratransit services efficiently and cost effectively.

FTA Circular 4220.1F, Chapter V, Section 4, encourages federal grant recipients to use state and local intergovernmental agreements for procurements of property and services. MTS staff identified an intergovernmental agreement that provides Class B buses that meet MTS specifications. Class B buses are available through a California State government purchasing schedule administered by the California Association of Coordinated Transportation (CalACT), RFP No.11-03. The CalACT

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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.

Vehicle Purchasing Cooperative allows MTS to select vehicles from a precompeted menu of choices from different vendors and manufacturers.

The vehicles being purchased are the same make and model and are similarly equipped as the majority of the current MTS paratransit and medium duty fleet which allows for additional savings in common spare parts and maintenance.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0675.0-18 (in substantially the same format as Attachment A), with Creative Bus Sales, for the purchase of up to twenty (20) propane powered Class B paratransit buses.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft Standard Procurement Agreement; MTS Doc. No. B0675.0-18

STANDARD PROCUREMENT AGREEMENT

	B0675.0-18
	CONTRACT NUMBER
	WBSE # 1001105001
	FILE NUMBER(S)
THIS AGREEMENT is entered into this day of between San Diego Metropolitan Transit System ("MTS"), a Califor referred to as "Contractor":	

Name: <u>Creative Bus Sales</u>	Address:	14740 Ramona Ave.
Form of Business: <u>Corporation</u> (Corporation, partnership, sole proprietor, etc.)	Telephone:	Chino, CA 91710 909.465.5528
Authorized person to sign contracts: <u>Tony Matijevich</u> Name		President Title

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

Provide up to twenty (20) Type B, Ford E450 Buses as specified in the Creative Bus Sales Proposal dated July 7, 2017 (attached as Exhibit A), and the MTS Standard Conditions Procurement (attached as Exhibit B), and Federal Requirements (attached as Exhibit C).

MTS and Contractor shall agree to production and delivery schedules in writing upon execution of the Contract.

Vehicle shall be delivered to:

Metropolitan Transit System (MTS) c/o First Transit 7490 Copley Park Place San Diego, CA 92111

The registered	d owner	will	be:
----------------	---------	------	-----

San Diego Metropolitan Transit System (MTS) 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

The total contract cost shall be firm fixed price not exceed \$2,189,944.00, which includes tax, delivery and California tire fee.

SAN DIEGO METROPOLITAN TRANSIT SY	(STEM	CONTRACTO	OR AUTHORIZATION
By:Chief Executive Officer		Firm:	
Approved as to form:		By: Signatu	ıre
Ву:		- 5	
Office of General Counsel		Title:	
AMOUNT ENCUMBERED	BUDGET	ITEM	FISCAL YEAR
\$2,189,944.00	WBSE #1001105	001 - 599901	2018
By:			
Chief Financial Officer			Date
(total pages, each bearing contract num	nber)		SA-PROCUREMEN (REV 6-15)

DATÉ



Agenda Item No. 21

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

INVESTMENT REPORT – JUNE 2017

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of June 30, 2017. The combined total of all investments has decreased month to month from \$104.3 million to \$97.1 million. This \$7.2 million decrease is attributable to \$3.2 million in capital expenditures, as well as normal timing differences in other payments and receipts.

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

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

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Investment Report for June 2017



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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, Santeé, and the County of San Diego.

San Diego Metropolitan Transit System Investment Report June 30, 2017

	Restricted	Unrestricted	Total	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	19,379,529	19,379,529	0.00%
Total Cash and Cash Equivalents	-	19,379,529	19,379,529	
Cash - Restricted for Capital Support				
US Bank - retention trust account San Diego County Investment Pool	2,303,606	-	2,303,606	N/A*
Proposition 1B TSGP grant funds	4,440,261		4,440,261	
Total Cash - Restricted for Capital Support	6,743,867	-	6,743,867	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	10,161,049	60,802,245	70,963,294	0.978%
Total Investments - Working Capital	10,161,049	60,802,245	70,963,294	
Total cash and investments	\$ 16,904,916	\$ 80,181,774	\$ 97,086,690	



Agenda Item No. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

INVESTMENT REPORT – JULY 2017

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of July 31, 2017. The combined total of all investments has decreased month to month from \$97.1 million to \$85.8 million. This \$11.3 million decrease is attributable to \$4.5 million in capital expenditures, as well as normal timing differences in other payments and receipts, specifically \$7.8 million in Transportation Development Act (TDA) funds were not received until August 2nd.

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.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Investment Report for July 2017



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San Diego Metropolitan Transit System Investment Report July 31, 2017

Cash and Cash Equivalents	Restricted	Unrestricted	Total	Average rate of return
JP Morgan Chase - concentration account		14,133,221	14,133,221	0.00%
Total Cash and Cash Equivalents	-	14,133,221	14,133,221	
Cash - Restricted for Capital Support				
US Bank - retention trust account San Diego County Investment Pool	2,303,606	-	2,303,606	N/A*
Proposition 1B TSGP grant funds	6,150,367	-	6,150,367	
Total Cash - Restricted for Capital Support	8,453,973	-	8,453,973	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	8,521,398	54,688,476	63,209,874	1.051%
Total Investments - Working Capital	8,521,398	54,688,476	63,209,874	
Total cash and investments	\$ 16,975,371	\$ 68,821,697	\$ 85,797,068	



Agenda Item No. <u>30</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

MAJOR SERVICE CHANGES RECOMMENDATIONS OF THE TRANSIT OPTIMIZATION PLAN (DENIS DESMOND)

RECOMMENDATION:

That the Board of Directors:

- Receive a report on proposed major service changes as detailed in Attachment A;
- 2) Approve the recommendations for TransNet-subsidized Rapid services; and
- 3) Approve the recommendations for MTS-subsidized transit services.

Budget Impact

Recommendations for all routes would initially have a new annual MTS budget impact of approximately \$2 million in additional operating subsidy. This added investment would preserve existing services and fund new services that would be expected to increase ridership and fare revenue, gradually reducing the operational subsidy required over time.

DISCUSSION:

Significant changes have occurred in the regional transit operating environment over the past ten years since MTS completed a Comprehensive Operational Analysis (COA). Budget-related service adjustments, changes in the Trolley operating plan, consolidation of local bus operations, and the implementation of Rapid services have all shifted trip patterns and MTS' service. Additionally, record ridership levels reached in 2015 have more recently trended downward, indicating that the market is changing faster than transit services. In this environment, last fall MTS launched the Transit Optimization

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Plan. The TOP aims to update the COA and bring a similar level of analysis and adjustment to the MTS system.

The project began in September 2016 with an extensive rider outreach effort. Between Fall 2016 and Spring 2017, MTS collected more than 6,000 surveys and held over 40 outreach events. MTS' project consultant, Transportation Management and Design, Inc. (TMD), conducted a market analysis, service analysis, and service implementation plan with recommendations for system adjustments across the region.

The final service implementation plan recommends changes that invest more transit resources in the busiest and highest demand corridors, reduce transit travel times by streamlining routings, and restructure routes to improve reliability. The resources for these improvements would largely be generated by shifting from underutilized services, though the final recommendations also include the added investment of \$2 million in annual subsidy to help grow ridership and revenue.

Initial proposals were aired at a Public Hearing held at the MTS Board of Directors meeting on July 20, 2017. The Board heard over 50 speakers, and read over 350 comments received by e-mail, web, telephone hotline, and U.S. Mail. Following the hearing, the Board provided direction to staff on the proposals. This feedback, as well as the public comments heard at the hearing, has informed the final recommendations presented at today's meeting. These include adjustments to the initial proposals, and most of the services included in the 'added subsidy' option.

The attached table (Attachment A) summarizes recommendations to the Board, including changes from the initial proposals presented at the Public Hearing. MTS has continued to collect public comments since the public hearing; these are summarized and transcribed for the Board's consideration as Attachment C (to be provided at the Board Meeting).

Changes approved at today's meeting will be phased in to minimize impacts to riders and operations. The earliest major changes would be implemented in January 2018.

<u>Title VI</u>

Transit agencies that are implementing major changes, as defined by their locallydeveloped policy (Board Policy 42 for MTS), are required by the Federal Transit Administration to conduct a service equity analysis to determine if there would be any adverse impacts to low-income or minority communities resulting from implementation of the changes. That analysis is completed and assumes all of the major service change recommendations presented here. No potentially adverse impacts were identified from the net of all major changes. Any material changes to these recommendations would need to be analyzed and presented to the Board prior to final approval.

California Environmental Quality Act (CEQA)

CEQA requires agencies to prepare and certify an environmental impact report on a project that it proposes to implement that may have a significant effect on the environment (or to adopt a negative declaration if the project will not have a significant effect). However, certain activities are exempted from the requirements of CEQA, including implementation of or increases in transit services on existing roads and

highways (Public Resource Code § 21080 (6)(10)). The TOP recommendations for Board consideration would represent a net increase in transit service along existing highway and road rights-of-way, thereby exempting the elements of these proposals from further examination under CEQA.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachments: A. Final Transit Optimization Plan Recommendations

B. Title VI Report Including Maps *

C. Comments Received Since the Public Hearing *

* to be distributed at the Board Meeting

MTS Transit Optimization Plan - Final Recommendations Board of Directors, September 21, 2017

ROUTE	icates a recommendation for a significant frequency improvement RECOMMENDATION	CHANGE FROM INITIAL JULY 2017 PROPOSAL (if applicable)
1	 Route 1 would be adjusted as follows: Route would be extended from Hillcrest to Fashion Valley, via Sixth Ave., Hwy. 163, and Hotel Circle. Rt. 1 service along 4th/5th Avenues in Hillcrest would be discontinued, but the stops would remain served by Route 3. Route 1A service to 70th St. T.S. would be discontinued, with all trips ending at the La Mesa Blvd. Trolley Station instead. Continuing service between Downtown La Mesa and Grossmont T.C. via La Mesa Blvd. would be served by new Route 52. 	
3 +	Weekday frequency would be increased from 15 to 12 minutes, and Sunday frequency would be increased from 60 to 30 minutes.	Initial proposal only increased Sunday frequency.
5 +	Weekday frequency would be increased from 15 to 12 minutes.	
7 +	All Rt. 7 trips would operate between Downtown and University Ave./College Ave. only. Continuing service east of College Ave. into Downtown La Mesa via University Ave. would be served by new Rt. 52. Also, peak hour service would be adjusted to operate every 10 minutes in both directions (instead of every 6 or 12 minutes, depending on direction).	
8	During summer, frequency would remain every 15 min. on all days. In non- summer months, MonSat. frequency would be reduced from 20 to 30 min.	
9	During summer, frequency would remain every 15 minutes on all days (30 minutes north of SeaWorld). In non-summer months, Monday-Saturday frequency would be reduced from 20 to 30 minutes.	
11	Route 11 would be split into two routes: The <u>northern segment would</u> <u>remain Route 11</u> , operating between Downtown and SDSU via the current alignment. The routing in Downtown would be: southbound on Front St., left on Market St., and left on First Ave. to a terminal at First Ave./G St.	The northern segment is changed to Rt. 11 to retain historic numbering scheme.
12	New route number for the <u>southern half of the current Route 11</u> , operating between Skyline Hills and the City College T.C. in Downtown San Diego along the current alignment to Imperial Ave. In Downtown, Route 12 would use $10^{\text{th}}/11$ th Avenues between Imperial Ave. and the City College T.C. Hours and frequency would be similar to current service.	The southern segment is numbered as Rt. 12 to retain historic numbering scheme.
13 +	Weekday afternoon frequency would be increased from 15 to 12 minutes.	Initial proposal only added selected P.M. trippers (rather than increasing frequency throughout the P.M.).
14	Route would remain as-is (no changes recommended).	Initial proposal shifted the route east to the Grossmont T.C. and discontinued service to Rancho Mission Rd. and 70 th St. T.S.

Att. A, AI 30, 9/21/17

		Att. A, AI 30, 9/21/1
18	Reduced span of service by 1-3 hours.	Initial proposal was to discontinue route.
20	Routing would be streamlined between Kearny Mesa and Mira Mesa to use Freeways 15 and 163 instead of Ruffin Rd., Kearny Villa Rd. and Black Mountain Rd. Service along Black Mountain Rd. would remain available during weekday peak periods on Route 31.	
25	Route would be streamlined to use Highway 163 and Friars Rd. between Mesa College Drive and Fashion Valley. Local service between Mesa College Drive and Fashion Valley would remain on other routes as follows: Health Center Dr. on Route 120, Genesee Ave. on Routes 41 & 120, and Ulric St. on Route 120. Service on Comstock St. (west of Linda Vista Rd.) and Osler St. would be discontinued.	
27	Route would be streamlined to operate along Kearny Villa Rd. instead of Convoy St. between Balboa Ave. and Clairemont Mesa Blvd.	
35	Weekday service would be increased to a 15-minute frequency. Service south of Newport Ave. would be replaced on weekdays by an extended Route 923 to Point Loma Ave., and discontinued in the later evening and on Saturdays.	
44	The northern end of Rt. 44 would be realigned on Clairemont Mesa Blvd. to serve east of Convoy St. to the Kearny Mesa T.C. (instead of west to Clairemont Square). Service on Clairemont Mesa Blvd. between Convoy St. and Clairemont Square would be replaced by a revised Rt. 105.	
50	Route would be adjusted in Clairemont and University City to use Regents Rd. and Governor Drive. Midday service would be discontinued between approx. 10 a.m. and 2 p.m. (but remain available on Rt. 41 on Genesee Ave. and Route 105 on Clairemont Dr.).	
52	New Route 52 would replace eastern segments of Routes 1 and 7, operating between University Ave./54th St. and the Grossmont Transit Center via University Ave., Allison Ave., La Mesa Blvd. and Grossmont Blvd. 30-minute frequency, 7 days/week. (New route number subject to change.)	Initial proposal was to operate Sunday service hourly.
83	 Route 83 would be adjusted as follows: Service would operate weekday middays only, approx. 8 a.m 3 p.m. The segment along Washington St. and into Hillcrest would be discontinued from Route 83, but remain served by Route 10. A new northern terminal would be established at Old Town T.C., and the north Mission Hills alignment would change from Fort Stockton Dr. to Sunset Blvd./Juan St. 	Initial proposal was to discontinue route.
84	 Service would operate weekday peak hours only, operating two round trips in the morning and two round trips in the afternoon, between Old Town T.C., SPAWAR Main Gate (via Cañon St), and the Sub Base Main Gate. Midday service and all service to Cabrillo Monument would be discontinued. Also, MTS would operate a trial special service on Memorial Day and Veterans Day in 2018 between the Old Town Transit Center and Fort Rosecrans National Cemetery. 	Initial proposal was to discontinue route.
85	New route would operate hourly on all days between the Otay Mesa border and SWC (Otay), replacing portions of Routes 905A (Airway Rd. between La Media Rd. and Britannia Blvd.) and 905B (Otay Mesa Rd. east of La Media Rd., Sanyo Rd., and H. Hertz Dr.). (<i>New route number subject to change.</i>)	Initial proposal did not include Route 85 to replace portions of current Route 905.

	·	Att. A, Al 30, 9/21/1
	Route 105 would be adjusted as follows:	
	• The northern end would be realigned to operate east from Clairemont	
	Square to the Kearny Mesa Transit Center, replacing Route 44 along	
	Clairemont Mesa Blvd. Frequency along Clairemont Mesa Blvd. between	
105	Kearny Mesa Transit Center and Clairemont Square would be 15 minutes	
102	on weekdays and 30 minutes on weekends.	
	• The Route 105 segment between Clairemont Square and UTC would be	
	replaced during weekday peak hours by a realigned Route 50.	
	• Service along Milton St. and Burgener Blvd. would be discontinued and	
	operated via Ingulf St. and Denver St. (current Route 105A routing).	
120	Routing would be adjusted in Kearny Mesa to remain on Kearny Villa Rd.	
120	instead of Convoy St. and Kearny Mesa Rd.	
204	Weekday service would be reduced to a 30-minute frequency, and weekend	
204	service would be discontinued.	
235 +	Weekday midday service would be increased to a 15-minute frequency.	
	All trips would terminate on the east end at the Miramar College Transit	
237	Station. Continuing service to/from Sabre Springs/Peñasquitos and Rancho	
	Bernardo Transit Stations would remain available on Route 235.	
701	Sunday service would be added with a 60-minute frequency.	
702	Route 703 would be entirely replaced with restored Sunday service on	
703	Routes 701, 704, and 709.	
	Route 704 would be adjusted as follows:	
	• Operate on 3rd Ave. instead of 4th Ave. north of Naples St.	
704	• Operate on F St. instead of E St. to/from the E Street Transit Center.	
	Add Sunday service between Palomar Transit Center and Sharp Hospital	
	with a 60-minute frequency.	
	Upon implementation of the South Bay Rapid in 2019, frequency would be	
707	increased to every 30 minutes, replacing the extended Route 709 trips along	Initial proposal
707	Eastlake Parkway. The span-of-service would also be increased to match the	maintained Rt. 707
	current earliest and latest Route 709 Eastlake Parkway service.	service as-is.
	Proposed addition of Sunday service at 60-minute frequency.	Initial proposal did not
	Also, Upon implementation of the South Bay Rapid in 2019, Route 709	include replacement of
709	service north of Olympic Parkway along Eastlake Pkwy., Boswell Rd., and	Rt. 709 Eastlake Pwky.
	Lane Ave. would be replaced with added Route 707 service. Service around	service with increased Rt.
	Lakeshore Dr. would be discontinued.	707 service.
	Weekday service would be increased to a 15-minute frequency. Also, route	
015 .	would be shortened to terminate at E. Main St./Madison Ave. instead of	
815 +	north to Broadway. Continuing service along E. Main St. would be available	
	on Routes 864 and 874/875.	
016	Route would be streamlined to operate on Washington St. between Jamacha	
816	Rd. and the El Cajon T.C. instead of Main St./Douglas Ave.	
022	Service along the loop of El Nopal, Los Ranchitos Rd., and 2nd St. would be	
832	discontinued.	
	Route would be restructured as an hourly , weekday counterclockwise loop	
02/ 1	from Santee Town Center to West Santee, via Cuyamaca St., Mast Blvd.,	Initial proposal was to
834 +	West Hills Pkwy., and Mission Gorge Rd., and Town Center Pkwy. Service	discontinue route.
	along Mesa Rd. and Prospect Ave. would be discontinued.	
020	New Route 838 would replace the eastern part of Route 864 east of East	Initial proposal was to
838	County Square (Los Coches Rd.). Between East County Square and Viejas	operate only 12 hours

Att. A, AI 30, 9/21/17

	Att. A, Al 30, 9/21/1
Casino, Route 838 would follow the same alignment as current Route 864, operating hourly every day between approx. 6 a.m. and 8 p.m.	per day.
Route would be streamlined to operate to/from Highway 94 along Bancroft Dr. instead of Kenwood Dr. Also, service west of Hwy. 125 along Elkelton Blvd., would be discontinued, and weekday peak hour frequency would be reduced to 60 minutes.	
Saturday service would be discontinued. Some weekday night service would be reallocated from regular Route 854 (via Baltimore Dr. & Lake Murray Blvd.) to Route 854x (via SR-125).	Initial proposal was to discontinue all regular Rt. 854 (non-Rt. 854X) service.
Route 856 service to the Rancho San Diego Village area (Calle Verde and Via Mercado) would be discontinued. Minimal service to the area would remain available on Route 894. Also, Routes 856 and 936 would remain on College Ave. without turning through the College Grove Transit Center (which would still be accessible on Routes 916/917).	
Route would operate between El Cajon Transit Center and East County Square on all days. Continuing service to Alpine/Viejas would be available via a transfer with new Route 838 at East County Square. Route would also be streamlined in El Cajon to remain on Madison Ave. and E. Main St., rather than using 2nd St. and Broadway.	
Route would be replaced with service on new Route 838.	
Proposed for discontinuation.	
Route would be replaced with a hourly, weekday-only Route 872, operating a shortened loop via Johnson Ave., Chase Ave., Magnolia Ave., and Douglas Ave./Main Street (same as current Route 872A routing).	Initial proposal was to discontinue route.
Service to the Granite Hills area would be discontinued, with the route using the current 874A/875A routing along E. Main St. and Jamacha Rd. instead.	
No further changes proposed.	Initial proposal was to discontinue service to Parkway Plaza.
Minor schedule adjustments and trip changes.	Initial proposal was to discontinue some trips. Ridership will be further evaluated for potential minor adjustments.
Route 905 would be realigned to a single variant (instead of 905A/905B) via the current Route 905 alignment between the Otay Mesa border and Airway Rd./La Media Rd., then via La Media Rd. and Otay Mesa Rd. to/from the Iris T.C. Also, weekday frequency would be changed to 30 minutes all day.	Initial proposal did not include implementation
Service to Britannia Blvd. and the western segment of Airway Rd. (including Southwestern College), and to eastern Otay Mesa Rd. and Sanyo Rd., would be replaced by new Route 85.	of Rt. 85.
Saturday and Sunday service would be increased to a 15-minute frequency.	Initial proposal was to only increase Sunday to a 20-minute frequency.
Service would be extended in Ocean Beach to Point Loma Ave., replacing Route 35 service south of Newport Ave. Also, Saturday service would be discontinued.	
	operating hourly every day between approx. 6 a.m. and 8 p.m. Route would be streamlined to operate to/from Highway 94 along Bancroft Dr. instead of Kenwood Dr. Also, service west of Hwy. 125 along Elkelton Blvd., would be discontinued, and weekday peak hour frequency would be reduced to 60 minutes. Saturday service would be discontinued. Some weekday night service would be reallocated from regular Route 854 (via Baltimore Dr. & Lake Murray Blvd.) to Route 854x (via SR-125). Route 856 service to the Rancho San Diego Village area (Calle Verde and Via Mercado) would be discontinued. Minimal service to the area would remain available on Route 894. Also, Routes 856 and 936 would remain on College Ave. without turning through the College Grove Transit Center (which would still be accessible on Routes 916/917). Route would operate between El Cajon Transit Center and East County Square on all days. Continuing service to Alpine/Viejas would be available via a transfer with new Route 838 at East County Square. Route would also be streamlined in El Cajon to remain on Madison Ave. and E. Main St., rather than using 2nd St. and Broadway. Route would be replaced with service on new Route 838. Proposed for discontinuation. Route would be replaced with a hourly, weekday-only Route 872, operating a shortened loop via Johnson Ave., Chase Ave., Magnolia Ave., and Douglas Ave./Main Street (same as current Route 872A routing). Service to the Granite HIIs area would be discontinued, with the route using the current 874A/875A routing along E. Main St. and Jamacha Rd. instead. No further changes proposed. Minor schedule adjustments and trip changes. Route 905 would be realigned to a single variant (instead of 905A/905B) via the current Route 905 alignment between the Otay Mesa Border and Airway Rd./La Media Rd., then via La Media Rd. and Otay Mesa Rd. to/from the Iris T.C. Also, weekday frequency would be changed to 30 minutes all day. Service to Britannia Blvd. and the western segment of Airway Rd. (inc

		Att. A, Al 30, 9/21/1
	Route 929 would terminate at the 12th & Imperial T.C. instead of City	
929	College. Through-service would be available on the Trolley or Routes 12 and	
	901. Some late trips could be extended to/from Broadway in Downtown.	
	Routes 856 and 936 would stay on College Ave. without turning into College	
936	Grove Transit Center. Service to College Grove Transit Center would remain	
	available on Routes 916/917.	
944	Route would be adjusted to serve Community Rd. and Hilleary Place. Service	
•••	would be discontinued east of Midland Rd. (and along the Garden Rd. loop).	
0454		Initial proposal was to
945A	No changes proposed.	discontinue all Rt. 945A
		service.
050 .	Westbound frequency would be increased to 10-minutes in the morning	
950 +	peak, and eastbound service to the Otay Mesa border would be extended	
	later in the evening.	
955 +	Weekday service would be increased to a 12-minute frequency.	
	Frequency would be increased to 15 min. on weekdays and 30 min. on	
962 +	weekends. Also, route would be streamlined to Plaza Blvd. and Paradise	
502 .	Valley Rd., instead of Harbison Ave., Reo Dr., Cumberland St. and Potomac	
	St. Local Paradise Hills service would be mostly replaced by Route 963.	
	Route would be changed on the east end to continue east on Plaza Blvd. to	
	Harbison Ave., and replace the Paradise Hills portion of Route 962, via a loop	
	of Reo Dr., Cumberland St., Saipan Dr., and Alleghany St. Service would	Initial proposal was to
963	operate every 30 minutes on weekdays and hourly on Saturday/Sunday.	discontinue route.
	Service south along Euclid Ave. to Plaza Bonita would be replaced by a	discontinue route.
	realigned Route 968. (Note that Route 968 would remain on Euclid Ave.	
	instead of the Granger Ave./24th St. loop.)	
	Routing would be adjusted to eastbound 4 th St. between Euclid Ave. and	Initial proposal was to
967	Harbison Ave, continuing east to Alta Vista (Mariposa Pl./Ava St) via the	discontinue route.
	current routing. Also, Saturday service would be discontinued.	
	Route would be adjusted to operate weekdays only, between 24th St. T.C.	
968	and Plaza Bonita. From 4th St., Route 968 would turn south on Euclid Ave. to	
500	Sweetwater Rd. and into Plaza Bonita. Route 968 service east of Euclid Ave.	
	and to the Munda Rd. loop would be discontinued.	
		Initial proposal was for
		new Rt. 969 to replace a
969	New route proposal is withdrawn.	segment of Rt. 962.
		Revised recommendation
		realigns Rt. 963 instead.
		Initial proposal was to
992 +	Weekend service would be increased to a 15-minute frequency.	maintain current
		frequencies.



Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

40-FOOT LOW-FLOOR COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES - CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. B0660.0-17 (in substantially the same format as Attachment A) with Gillig, LLC for the purchase of 250 40-foot, low-floor CNG transit buses; and
- 2) Make additional purchases of up to 100 option buses for a period not to exceed five years from the date of the initial contract with Gillig, LLC.

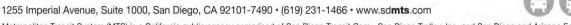
All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding.

Budget Impact

The CEO's total authorization would not exceed \$204,613,984.66 without prior MTS Board authorization.

- 1) The cost for 250 40-foot, low-floor, CNG transit buses and associated manuals would not exceed \$144,927,684.35, and contract spare parts would not exceed \$100,000.00 for a total of \$145,027,684.35.
- The cost for 100 option buses are subject to available funding would not exceed \$59,586,300.32. The costing in year(s) 2 – 5 have an assumed 2% PPI increase included.

Funding will be from Capital Improvement Project, WBSE #3001103001. See Attachment B for additional pricing details. Costing in year(s) 2 – 5 have an assumed 2% PPI increase included.



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

On February 13, 2017, staff publicly advertised a Request for Proposals (RFP) MTS Doc. No. B0660.0-17 to solicit offers from qualified manufacturers for 40-foot, low-floor, CNG transit buses. Three proposals were received from the following by the due date of April 5, 2017:

- 1. ElDorado National California, Inc. (ENC)
- 2. Gillig, LLC (Gillig)
- 3. New Flyer of America, Inc. (New Flyer)

The initial review of the technical proposal showed all proposals to be responsive and responsible to the requirements of the solicitation.

An evaluation panel was comprised of representatives from the MTS Bus Maintenance, Bus Operations Departments, MTS Finance, and MTS Contract Services. Proposals were evaluated based on the following (technical and cost) factors, which includes criteria mandated for federally funded procurements of rolling stock (buses and rail vehicles) and also incorporated recommendations as published in the American Public Transportation Association's (APTA) Bus Procurement Guidelines, 2013:

Pass/Fail Criteria to include:

- a. the company must be an existing transit vehicle manufacturer with an existing manufacturing facility;
- b. must provide a 40-foot, low-floor vehicle with a CNG-propulsion system; and
- c. must have the ability to meet the Buy America requirements as required by Title 49 of the U.S. Code of Federal Regulations, Part 661.
- 1. Proposed Technical Deviations
- 2. Vehicle Structure
- 3. Systems Safety Provisions
- 4. Minimum Vehicle Performance Requirements
- 5. Technical Support
- 6. Warranty and After-Market Parts Support
- 7. Maintainability
- 8. Manufacturing Process
- 9. Project Management
- 10. Proposed Deviations from Contract Terms and Conditions
- 11. Advanced Design Provisions
- 12. Past Performance, Customer References, and Current Commitments
- 13. Qualifications and Financial Stability of Proposer
- 14. Cost/Price

MTS used an evaluation scale system for rating contractor proposals against the evaluation factors identified above. For technical and cost proposals, the appropriate evaluation rating would be assigned to each evaluation factor consistent with the narrative evaluation of strengths, weaknesses, and risks.

The evaluation panel met and communicated with all proposers at various stages of the procurement process to obtain clarifications and conduct interviews and negotiations. This was followed by two Request for Revised Proposals. After clarifications, discussions and the second revised proposal, the evaluation panel determined that Gillig's proposal represented the best value and most advantageous offer to MTS after considering both price and technical factors.

The following table represents the cost proposals, final scores and ranking for each Proposer:

PROPOSER NAME	COST PER BUS (including tax)	EST. 5-YR CONTRACT PRICING	TOTAL AVG. TECH. SCORE	COST SCORE	TOTAL SCORE (Tech + Cost)	RANKING
ELDORADO	\$614,213.11	\$225,223,765.13	56.44	36.29	92.73	3
GILLIG	\$557,275.46	\$204,613,984.66	57.40	40.00	97.40	1
NEW FLYER	\$563,426.43	\$205,870,511.07	56.76	39.56	96.32	2

* Cost per bus price is inclusive of all optional equipment

The up-to-250 buses would replace current vehicles reaching the end of their useful lives. The option for up to an additional 100 buses would accommodate potential needs due to increased ridership, service expansion, or other project funding, such as increased services funded by the San Diego Association of Governments (SANDAG).

All vehicles purchased would have the newest onboard video surveillance systems preinstalled, enhanced wheelchair restraint systems with forward-facing safety barriers for improved safety, electric air conditioning and engine coolant systems. The vehicles would also be delivered with the newest EPA approved, "Near Zero Emissions" CNG engines as well as other technical enhancements that would also contribute to cost-effective vehicle maintenance and safety.

Based on the evaluation panel's analysis of the technical proposal, discussions and evaluation of price, MTS staff has determined that Gillig's proposed pricing is fair and reasonable, and its proposal represents the best overall value of fulfilling MTS's requirements as outlined in the RFP.

Therefore, staff is requesting that the MTS Board of Directors authorize the CEO to:

- 1) Execute MTS Doc. No. B0660.0-17 (in substantially the same format as Attachment A) with Gillig, LLC for the purchase of 250, 40-foot, low-floor CNG transit buses; and
- 2) Make additional purchases of up to 100 buses for a period not to exceed five years from the date of the initial contract with Gillig, LLC.

All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, <u>Sharon.Cooney@sdmts.com</u>

Attachments: A. Draft MTS Doc. No. B0660.0-17 B. Pricing Summary

STANDARD PROCUREMENT AGREEMENT



B0660.0-17 CONTRACT NUMBER WBSE #3001103001 FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2017, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: <u>Gillig, LLC</u>		Address: 45	1 Discovery Drive
Form of Business: <u>Corporation</u>		Li	vermore, CA 94550
(Corporation, partnership, sole proprietor	r, etc.)	Telephone:	800-785-1500
Authorized person to sign contracts:	Joe Policarpio	•	V.P., Sales and Marketing
	Name		Title

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

Provide a base quantity of up to 250 40-FT Low Floor Clean Natural Gas (CNG) Transit Buses with additional option purchases of up to 100 buses, for a total of **350** buses over a five (5) year period per MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (attached as Exhibit A), Gillig's Revised Proposal 2 June 23, 2017 (attached as Exhibit B); in accordance with the Standard Procurement Agreement, including Standard Conditions Procurement (attached as Exhibit C), and Federal Requirements (attached as Exhibit D).

MTS has the right to purchase up to \$100,000 in spare parts, for the duration of this contract, consistent in the pricing referenced in Exhibit A.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)

100 16th Street San Diego, CA 92101 Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)

1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

The contract shall be effective from October 1, 2017 through September 30, 2022. Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 250 buses shall not exceed \$144,927,684.35, and Spare Parts (exercisable at MTS's sole discretion), shall not exceed \$100,000. The total cost for the option purchase of up to 100 buses shall not exceed \$59,586,300.32, exercisable at MTS's sole discretion.

The estimated total contract amount, inclusive of all bus purchases, spare parts, and options (if exercised), shall not exceed **\$204,613,984.66** (includes all applicable 7.75% California sales tax, licensing fees, training, tools, manuals, and delivery) without prior written approval from MTS. The Option to purchase additional quantities is subject to the availability of funding.

SAN DIEGO METROPOLITAN TRANSI	T SYSTEM	CONTR	ACTOR AUTHORIZATION
By: Chief Executive Officer		Firm:	
Approved as to form:		Ву:	Signature
By: Office of General Counsel		Title:	
AMOUNT ENCUMBERED	BUDGET I	ГЕМ	FISCAL YEAR
 \$ 144,927,684.35 - Base \$ 59,586,300.32 - Options \$ 100,000.00 - Spare Parts \$204,613,984.66 - Total 	CIP/WBSE #300110	3001-599901	18-22
By:			
Chief Financial Officer			Date

	GILLIG					PPI	0%	2%	2%	2%	2%	
#	DESCRIPTION	TAX (Y/N)	QTY	UNIT COST	LUMP SUM COST	EXTENDED PRICE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price	Y	50	\$ 461,956.00	\$-	\$ 24,887,879.50	\$ 24,887,879.50	\$ 25,385,637.09	\$ 25,893,349.83	\$ 26,411,216.83	\$ 26,939,441.17	\$ 129,517,524.42
2	Options	Y	50	\$ 28,536.00	\$-	\$ 1,537,377.00	\$ 1,537,377.00	\$ 1,568,124.54	\$ 1,599,487.03	\$ 1,631,476.77	\$ 1,664,106.31	\$ 8,000,571.65
3	ADA Equipment (non-taxable)	Ν	50	\$ 26,361.00	\$ -	\$ 1,318,050.00	\$ 1,318,050.00	\$ 1,344,411.00	\$ 1,371,299.22	\$ 1,398,725.20	\$ 1,426,699.71	\$ 6,859,185.13
4	Delivery (non-taxable)	Ν	50	\$ 1,061.00	\$-	\$ 53,050.00	\$ 53,050.00	\$ 54,111.00	\$ 55,193.22	\$ 56,749.67	\$ 57,884.66	\$ 276,988.55
5	Manuals	Y	N/A	N/A	0	\$-	\$ -	\$-	\$	\$-	\$-	\$ -
6	Tools & Diagnostics Equipment	Y	N/A	N/A	\$ 17,092.00	\$ 18,416.63	\$ 18,416.63	\$ -	\$	\$-	\$-	\$ 18,416.63
7	Training	Ν	N/A	N/A	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,980.00	\$ 50,979.60	\$ 51,999.19	\$ 53,039.18	\$ 254,997.97
8	Spares		N/A	N/A	\$ -	\$ 100,000.00	\$ -	\$-	\$	\$-	\$-	\$ 100,000.00
9			TOTAL	\$ 517,914.00	\$ 66,092.00	\$ 27,863,773.13	\$ 27,863,773.13	\$ 28,402,263.63	\$ 28,970,308.90	\$ 29,550,167.67	\$ 30,141,171.02	\$ 145,027,684.35
10	Additional 50 Buses in Years 4 and 5 (Option Quantities)	Y	50	N/A	\$ -	\$-	\$-	\$-	\$-	\$ 29,498,168.47	\$ 30,088,131.84	\$ 59,586,300.32
											GRAND TOTAL	\$ 204,613,984.66

Other (amortized - Manuals, Tools, \$ 1,321.84 Training)
Subtotal (excluding tax) \$490,699.84
Base price sales tax \$ 35,828.08
Base bus price include tax \$526,527.92
Options (including tax) \$ 30,747.54
Subtotal (including options) \$557,275.46



Agenda Item No. <u>32</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

60-FOOT LOW-FLOOR COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES – CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. B0661.0-17 (in substantially the same format as Attachment A) with New Flyer of America, Inc. (New Flyer) for the purchase of up to 30 60-foot, low-floor articulated CNG buses plus associated contract spare parts, manuals, training, tools and diagnostics, and use tax payments; and
- 2) Make additional purchases of up to 20 option buses for a period not to exceed five years from the date of the initial contract with New Flyer.

All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding.

Budget Impact

The CEO's total authorization would not exceed \$52,275,884.66 without prior MTS Board authorization.

- 1) The cost for 30 60-foot, low-floor, CNG transit buses and associated manuals would not exceed \$30,775,377.48, and contract spare parts would not exceed \$100,000.00 for a total of \$30,875,377.48.
- 2) The cost for 20 option buses are subject to available funding would not exceed \$21,400,507.18.

8880

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

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego

Funding will be from Capital Improvement Project, WBSE #3001103001. See Attachment B for additional pricing details. Costing in year(s) 2 – 5 have an assumed 2% PPI increase included.

DISCUSSION:

On March 24, 2017, staff publicly advertised a Request for Proposals (RFP) MTS Doc. No. B0660.0-17 to solicit offers from qualified manufacturers for 60-foot low-floor CNG transit buses. A Single proposal was received from New Flyer by the due date of May 15, 2017.

The initial review of the technical proposal showed New Flyer's proposal to be responsive and responsible to the requirements of the solicitation. In compliance with the Federal Transit Administration (FTA) requirements for single proposal, staff conducted a post-proposal survey of potential proposers that chose not to submit a proposal. Based on the responses received, it was determined that New Flyer is currently the only manufacturer of a 60FT CNG articulated buses in the United States. The reason for other potential proposers choosing not to submit a proposal was caused by conditions beyond MTS's control.

An evaluation panel was comprised of representatives from the MTS Bus Maintenance, Bus Operations Departments, MTS Finance, and MTS Contract Services. Proposals were evaluated based on the following (technical and cost) factors, which includes criteria mandated for federally funded procurements of rolling stock (buses and rail vehicles) and also incorporated recommendations as published in the American Public Transportation Association's (APTA) Bus Procurement Guidelines, 2013:

Pass/Fail Criteria to include:

- a. the company must be an existing transit vehicle manufacturer with an existing manufacturing facility;
- b. must provide a 60-foot, low-floor vehicle with a CNG-propulsion system; and
- c. must have the ability to meet the Buy America requirements as required by Title 49 of the U.S. Code of Federal Regulations, Part 661.
- 1. Proposed Technical Deviations
- 2. Vehicle Structure
- 3. Systems Safety Provisions
- 4. Minimum Vehicle Performance Requirements
- 5. Technical Support
- 6. Warranty and After-Market Parts Support
- 7. Maintainability
- 8. Manufacturing Process
- 9. Project Management
- 10. Proposed Deviations from Contract Terms and Conditions
- 11. Advanced Design Provisions
- 12. Past Performance, Customer References, and Current Commitments
- 13. Qualifications and Financial Stability of Proposer
- 14. Cost/Price

MTS used an evaluation scale system for rating contractor proposals against the evaluation factors identified above. For technical and cost proposals, the appropriate evaluation rating would be assigned to each evaluation factor consistent with the narrative evaluation of strengths, weaknesses, and risks.

The evaluation panel met and communicated with New Flyer at various stages of the procurement process to obtain clarifications and conduct interviews and negotiations. This was followed by a Request for a Revised Proposal. After clarifications, discussions and the revised proposal, the evaluation panel determined that New Flyer's proposal represented the best value and most advantageous offer to MTS after considering both price and technical factors.

PROPOSER NAME	COST PER BUS (including tax)	BUS CONTRACT (including PRICING *		COST SCORE	TOTAL SCORE (Tech + Cost)
NEW FLYER	\$1,020,587.81	\$52,275,884.66	58.24	40.00	98.24

The following table represents the cost proposal and final scores for New Flyer:

* Cost per bus price is inclusive of all optional equipment

The up-to-30 buses would replace current vehicles reaching the end of their useful lives. The option for up to an additional 20 buses would accommodate potential needs due to increased ridership, service expansion, or other project funding, such as increased services funded by the San Diego Association of Governments (SANDAG).

All vehicles purchased would have the newest onboard video surveillance systems preinstalled, enhanced wheelchair restraint systems with forward-facing safety barriers for improved safety, electric air conditioning and engine coolant systems. The vehicles would also be delivered with the newest EPA approved, "Near Zero Emissions" CNG engines as well as other technical enhancements that would also contribute to cost-effective vehicle maintenance and safety.

Based on the evaluation panel's analysis of the technical proposal, discussions and evaluation of price, MTS staff has determined that New Flyer's proposed pricing is fair and reasonable, and has provided a very competitive proposal that meets MTS's requirements as outlined in the RFP.

Therefore, staff if requesting that the MTS Board of Directors authorize the CEO to:

- Execute MTS Doc. No. B0661.0-17 (in substantially the same format as Attachment A) with New Flyer for the purchase of up to 30 60-foot, low-floor articulated CNG buses plus associated contract spare parts, manuals, training, tools and diagnostics, and use tax payments; and
- 2) Make additional purchases of up to 20 buses for a period not to exceed five years from the date of the initial contract with New Flyer.

All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, <u>Sharon.Cooney@sdmts.com</u>

Attachments: A. Draft MTS Doc. No. G1101.17-07 B. Pricing Summary

STANDARD PROCUREMENT AGREEMENT



B0661.0-17 CONTRACT NUMBER WBSE #3001103001 FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2017, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: <u>New Flyer of America, Inc.</u>		Address: 711 Kernghan Ave.						
Form of Business: Corporation		Winnipeg, Manitoba CANADA R2C 3T4						
(Corporation, partnership, sole proprie	tor, etc.)	Telephone: 204-224-4214						
Authorized person to sign contracts:	Paul Smith	Exec. V.P., Sales and Marketing						
	Name	Title						

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

Provide a base quantity of up to thirty (30) 60-FT Low Floor Clean Natural Gas (CNG) Transit Buses with additional option purchases of up to twenty (20) buses, for a total of **50** buses over a five (5) year period per MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (attached as Exhibit A), New Flyer's Revised Proposal June 7, 2017 (attached as Exhibit B); in accordance with the Standard Procurement Agreement, including Standard Conditions Procurement (attached as Exhibit C), and Federal Requirements (attached as Exhibit D).

MTS has the right to purchase up to \$100,000 in spare parts, for the duration of this contract, consistent in the pricing referenced in Exhibit A.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)

100 16th Street San Diego, CA 92101 Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)

1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

The contract shall be effective from October 1, 2017 through September 30, 2022. Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 30 buses shall not exceed \$30,775,377.48, and Spare Parts (exercisable at MTS's sole discretion), shall not exceed \$100,000. The total cost for the option purchase of up to 20 buses shall not exceed \$21,400,507.18, exercisable at MTS's sole discretion.

The estimated total contract amount, inclusive of all bus purchases, spare parts, and options (if exercised), shall not exceed **\$52,275,884.66** without prior written approval from MTS [Note: 7.75% California Use Tax, to be payable directly to the California State Board of Equalization (B.O.E.) by MTS]. The Option to purchase additional quantities is subject to the availability of funding.

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
\$ 30,775,377.48 – Base \$ 21,400,507.18 – Options \$ 100,000.00 – Spare Parts \$52,275,884.66 - Total CIP/WBSE #30011	03001-599901 18-22
By: Chief Financial Officer	Date

PRICING SUMMARY 60FT LOW FLOOR CNG TRANSIT BUS PROCUREMENT RFP, MTS DOC. NO. B0661.0-17

						PPI	0%	2% 2%		2% 2%		
#	DESCRIPTION	TAX (Y/N)	QTY	UNIT COST	LUMP SUM COST	EXTENDED PRICE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price	Y	10	850,141	\$-	\$ 9,160,274.02	\$ 9,160,274.02	\$ 9,343,479.50	\$ 9,530,349.09	\$ 9,720,956.07	\$ 9,915,375.19	\$ 47,670,433.86
2	Options	Y	10	42,760	\$-	\$ 460,734.47	\$ 460,734.47	\$ 469,949.16	\$ 479,348.15	\$ 488,935.11	\$ 498,713.81	\$ 2,397,680.71
3	ADA Equipment (non-taxable)	Ν	10	26,858	\$-	\$ 268,575.60	\$ 268,575.60	\$ 273,947.11	\$ 279,426.05	\$ 285,014.58	\$ 290,714.87	\$ 1,397,678.21
4	Delivery (non-taxable)	Ν	10	3,412	\$-	\$ 34,121.10	\$ 34,121.10	\$ 34,803.52	\$ 35,499.59	\$ 36,209.58	\$ 36,933.78	\$ 177,567.57
5	Manuals	Y	N/A	N/A	13,048	\$ 14,059.51	\$ 14,059.51	\$-	\$-	\$-	\$ -	\$ 14,059.51
6	Tools & Diagnostics Equipment	Y	N/A	N/A	193,562	\$ 208,563.17	\$ 208,563.17	\$-	\$-	\$-	\$ -	\$ 208,563.17
7	Training	Ν	N/A	N/A	59,550	\$ 59,550.20	\$ 59,550.20	\$ 60,741.20	\$ 61,956.03	\$ 63,195.15	\$ 64,459.05	\$ 309,901.63
8	Spare Parts		N/A	N/A	\$-	\$ 100,000.00	\$-	\$-	\$-	\$-	\$ -	\$ 100,000.00
			TOTAL	\$ 923,170.69	\$ 266,160.58	\$ 10,305,878.07	\$ 10,205,878.07	\$ 10,182,920.50	\$ 10,386,578.91	\$ 10,594,310.49	\$ 10,806,196.70	\$ 52,275,884.66

Total unit price (Excluding options)	\$	880,411.11
Other (amortized - Manuals, Tools, Training)	\$	26,616.06
Subtotal (excluding tax)	\$	907,027.17
Base price sales tax	\$	67,487.19
Base bus price include tax	\$	974,514.36
Options (including tax)	\$	46,073.45
Subtotal (including options)	\$1	,020,587.81



Agenda Item No. <u>45</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

MTS EFFORTS IN RESPONSE TO HEPATITIS A OUTBREAK (PAUL JABLONSKI)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Staff will provide a report.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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



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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.



Agenda Item No. <u>46</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

COMIC-CON 2017 RECAP (ROB SCHUPP AND TOM DOOGAN)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

MTS provided extra service for the 2017 Comic-Con held at the San Diego Convention Center. MTS collaborated to print commemorative passes, introduced Compass Cloud mobile ticketing to attendees, and generated advertising revenues. This report will provide an overview of all operational and marketing efforts as well as a report on ridership results.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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



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Agenda Item No. <u>47</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 21, 2017

SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR JUNE 2017 (MIKE THOMPSON)

INFORMATIONAL ONLY

Budget Impact

The preliminary FY17 results show revenues exceeding expenses by \$3.8 million. Final financial figures will be reported upon completion of the fiscal year-end audit.

DISCUSSION:

This report summarizes MTS's preliminary operating results for the fiscal year ending June 2017 compared to the amended FY17 budget. Attachment A-1 combines the operations, administration and other activities results for FY17. Attachment A-2 details the FY17 combined operations results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and A-9 provides FY17 results for MTS's other activities (Taxicab/San Diego and Arizona Eastern Railway Company).

MTS OPERATING RESULTS

As indicated within Attachment A-1, the FY17 net-operating income totaled a favorable variance of \$642,000 (0.4%). These factors include favorable variances in other revenue, outside services, materials and supplies, energy, risk management, and vehicle/facility leases; offset by unfavorable variances in passenger revenue, personnel costs, and administrative (G&A) costs.

Non-operating net subsidy for FY17 was favorable to budget by \$3,140,000 (2.0%), primarily due to favorable variances within Medi-Cal reimbursement and TransNet operating revenues.

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8880

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.

In total, FY17 preliminary revenues exceeded expenses by \$3.8 million. Final financial figures and staff recommendation will be reported to the Board upon completion of the fiscal year-end audit.

MTS COMBINED RESULTS

<u>Operating Revenues.</u> The fiscal year combined operating revenues for FY17 were \$108,658,000 compared to the fiscal year budget of \$109,334,000, representing a \$676,000 (-0.6%) unfavorable variance. Passenger fare revenue was unfavorable to budget by \$1,594,000 (-1.7%), and other operating revenue was favorable to budget by \$919,000 (6.4%). As compared to fiscal year 2016, total combined operating revenues decreased by \$5.0 million or 4.4%. Other operating revenue includes \$1,082,175 in proceeds from the sale of 14,100 energy credits at a price of \$76.75 per credit; these credits are part of the state of California's Low Carbon Fuel Standard program.

<u>Expenses.</u> The fiscal year combined expenses through June 2017 were \$268,454,000 compared to the budget of \$269,771,000, resulting in a \$1,318,000 (0.5%) favorable variance.

<u>Personnel Costs</u>. Fiscal year personnel-related costs totaled \$127,134,000 compared to a budgetary figure of \$125,641,000, producing an unfavorable variance of \$1,494,000 (-1.2%). \$1,326,000 of the unfavorable variance was within Operations, partially due to higher than budgeted experience in overtime and paid absence utilization.

<u>Outside Services and Purchased Transportation</u>. Total outside services for the fiscal year totaled \$94,699,000 compared to a budget of \$96,413,000, resulting in a favorable variance of \$1,714,000 (1.8%) primarily due to favorable variances in purchased transportation.

<u>Materials and Supplies</u>. Total materials and supplies expenses were \$10,750,000 compared to a budgetary figure of \$10,903,000, resulting in a favorable expense variance of \$153,000 (1.4%).

<u>Energy</u>. Total energy costs were \$26,538,000 compared to the budget of \$27,392,000, resulting in a favorable variance of \$853,000 (3.1%). The favorable variance is due to lower than expected electricity expenses for Rail Operations and favorable commodity prices for CNG, gas and diesel.

<u>Risk Management</u>. Total expenses for risk management were \$3,922,000 compared to the budget of \$4,114,000, resulting in a favorable variance totaling \$191,000 (4.7%). The favorable variance is due to lower than expected liability payouts.

<u>General and Administrative</u>. The G&A costs, including vehicle and facilities leases, were \$100,000 (-1.9%) unfavorable to budget, totaling \$5,410,000, compared to a budget of \$5,310,000.

MTS NON-OPERATING ACTIVITIES RESULTS

Non-Operating Revenues

The fiscal year combined non-operating revenues for FY17 were \$163,578,000 compared to the fiscal year budget of \$160,437,000, representing favorable variance of \$3,140,000 (2.0%). This total includes \$2,000,000 of reserve revenue carried over from FY16 as a budget balancing strategy. The drivers of this favorable variance are detailed as:

- Medi-Cal revenues were favorable by \$2,276,000. Medi-Cal has been in the process of updating their reimbursement procedures; as a result, MTS will realize additional operating expense reimbursements for both FY16 and FY17 that was not included in the original budget.
- TransNet revenues were favorable by \$935,000, primarily due to Bus Rapid Transit operating expense reimbursements and TransNet sales tax revenue.

<u>/s/ Paul C. Jablonski</u> Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM MTS CONSOLIDATED

				YEAF	DATE			
	ACTUAL		BUDGET		VARIANCE		VAR. %	
Passenger Revenue	\$	\$ 93,279		94,874	\$	(1,594)	-1.7%	
Other Revenue		15,379		14,460		919	6.4%	
Total Operating Revenue	\$	108,658	\$	109,334	\$	(676)	-0.6%	
Personnel costs	\$	127,134	\$	125,641	\$	(1,494)	-1.2%	
Outside services		94,699		96,413		1,714	1.8%	
Transit operations funding		-		-		-	-	
Materials and supplies		10,750		10,903		153	1.4%	
Energy		26,538		27,392		853	3.1%	
Risk management		3,922		4,114		191	4.7%	
General & administrative		4,245		4,125		(120)	-2.9%	
Vehicle/facility leases		1,165		1,185		20	1.7%	
Amortization of net pension asset		-		-		-	-	
Administrative Allocation		-		-		-	0.0%	
Depreciation		-		-			-	
Total Operating Expenses	\$	268,454	\$	269,771	\$	1,318	0.5%	
Operating income (loss)	\$	(159,796)	\$	(160,437)	\$	642	0.4%	
Total public support and nonoperating revenues		163,578	160,437			3,140	2.0%	
Income (loss) before capital contributions	\$	\$ 3,782		\$ -		3,782	-	

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OPERATIONS CONSOLIDATED OPERATIONS COMPARISON TO BUDGET - FISCAL YEAR 2017

JUNE 30, 2017

(in \$000's)

	YEAR TO DATE									
	A	CTUAL	BUDGET		VARIANCE		VAR. %			
Passenger Revenue	\$	93,279	\$	94,874	\$	(1,594)	-1.7%			
Other Revenue		878		726		152	20.9%			
Total Operating Revenue	\$	94,157	\$	95,600	\$	(1,442)	-1.5%			
Personnel costs	\$	107,504	\$	106,179	\$	(1,326)	-1.2%			
Outside services		78,815		80,047		1,232	1.5%			
Transit operations funding		-		-		-	-			
Materials and supplies		10,753		11,028		275	2.5%			
Energy		25,785		26,618		834	3.1%			
Risk management		3,573		3,674		101	2.7%			
General & administrative		820		835		15	1.8%			
Vehicle/facility leases		997		1,009		12	1.2%			
Amortization of net pension asset		-		-		-	-			
Administrative Allocation		26,568		26,568		-	0.0%			
Depreciation		-		-		-				
Total Operating Expenses	\$	254,815	\$	255,958	\$	1,143	0.4%			
Operating income (loss)	\$	(160,657)	\$	(160,358)	\$	(300)	-0.2%			
Total public support and nonoperating revenues		161,155		160,358		797	0.5%			
Income (loss) before capital contributions	\$	498	\$	0	\$	498	49761559.1%			

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OPERATIONS TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION) COMPARISON TO BUDGET - FISCAL YEAR 2017 JUNE 30, 2017 (in \$000's)

	YEAR TO DATE									
	ACTUAL		BUDGET		VARIANCE		VAR. %			
Passenger Revenue	\$	24,864	\$	24,052	\$	811	3.4%			
Other Revenue		121		5		116	2326.6%			
Total Operating Revenue	\$	24,985	\$	24,057	\$	928	3.9%			
Personnel costs	\$	71,276	\$	70,749	\$	(527)	-0.7%			
Outside services		3,044		2,468		(577)	-23.4%			
Transit operations funding		-		-		-	-			
Materials and supplies		4,513		4,441		(72)	-1.6%			
Energy		5,836		6,051		215	3.6%			
Risk management		1,952		1,830		(122)	-6.7%			
General & administrative		424		416		(8)	-1.9%			
Vehicle/facility leases		368		368		(0)	0.0%			
Amortization of net pension asset		-		-		-	-			
Administrative Allocation		8,322		8,322		-	0.0%			
Depreciation		-								
Total Operating Expenses	\$	95,736	\$	94,646	\$	(1,090)	-1.2%			
Operating income (loss)	\$	(70,751)	\$	(70,588)	\$	(162)	-0.2%			
Total public support and nonoperating revenues		71,617		70,658		960	1.4%			
Income (loss) before capital contributions	\$	867	\$	69	\$	797	1150.2%			

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OPERATIONS RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED) COMPARISON TO BUDGET - FISCAL YEAR 2017 JUNE 30, 2017 (in \$000's)

	YEAR TO DATE								
	A	ACTUAL BU		BUDGET		RIANCE	VAR. %		
Passenger Revenue	\$	38,968	\$	40,666	\$	(1,698)	-4.2%		
Other Revenue		755		720		35	4.8%		
Total Operating Revenue	\$	39,723	\$	41,386	\$	(1,663)	-4.0%		
Personnel costs	\$	35,463	\$	34,740	\$	(723)	-2.1%		
Outside services		4,536		5,000		464	9.3%		
Transit operations funding		-		-		-	-		
Materials and supplies		6,225		6,556		331	5.0%		
Energy		11,878		12,443		565	4.5%		
Risk management		1,606		1,828		223	12.2%		
General & administrative		394		411		17	4.1%		
Vehicle/facility leases		331		341		10	3.0%		
Amortization of net pension asset		-		-		-	-		
Administrative Allocation		16,348		16,348		-	0.0%		
Depreciation		-		-			-		
Total Operating Expenses	\$	76,779	\$	77,666	\$	887	1.1%		
Operating income (loss)	\$	(37,056)	\$	(36,280)	\$	(776)	-2.1%		
Total public support and nonoperating revenues		36,341		36,341		-	0.0%		
Income (loss) before capital contributions	\$	(716)	\$	61	\$	(776)	-1275.9%		

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OPERATIONS MULTIMODAL OPERATIONS (FIXED ROUTE) COMPARISON TO BUDGET - FISCAL YEAR 2017 JUNE 30, 2017 (in \$000's)

	YEAR TO DATE								
	ACTUAL		BUDGET		VARIANCE		VAR. %		
Passenger Revenue	\$	26,569	\$	26,920	\$	(351)	-1.3%		
Other Revenue		2		1		1	92.7%		
Total Operating Revenue	\$	26,571	\$	26,921	\$	(350)	-1.3%		
Personnel costs	\$	421	\$	331	\$	(89)	-26.9%		
Outside services		53,917		54,896		979	1.8%		
Transit operations funding		-		-		-	-		
Materials and supplies		14		31		16	53.2%		
Energy		5,999		5,758		(241)	-4.2%		
Risk management		-		-		-	-		
General & administrative		(1)		3		5	132.9%		
Vehicle/facility leases		18		20		2	9.4%		
Amortization of net pension asset		-		-		-	-		
Administrative Allocation		1,312		1,312		-	0.0%		
Depreciation		-		-			-		
Total Operating Expenses	\$	61,680	\$	62,350	\$	671	1.1%		
Operating income (loss)	\$	(35,108)	\$	(35,429)	\$	321	0.9%		
Total public support and nonoperating revenues		35,111		35,261		(150)	-0.4%		
Income (loss) before capital contributions	\$	2	\$	(168)	\$	170	-101.4%		

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OPERATIONS MULTIMODAL OPERATIONS (PARATRANSIT) COMPARISON TO BUDGET - FISCAL YEAR 2017 JUNE 30, 2017 (in \$000's)

	YEAR TO DATE									
	ACTUAL		BUDGET		VARIANCE		VAR. %			
Passenger Revenue	\$	2,878	\$	3,235	\$	(357)	-11.0%			
Other Revenue		-		-		-	-			
Total Operating Revenue	\$	2,878	\$	3,235	\$	(357)	-11.0%			
Personnel costs	\$	152	\$	166	\$	13	8.1%			
Outside services		16,952		17,318		365	2.1%			
Transit operations funding		-		-		-	-			
Materials and supplies		-		-		-	-			
Energy		2,072		2,367		295	12.5%			
Risk management		15		15		-	0.0%			
General & administrative		4		5		2	29.4%			
Vehicle/facility leases		280		280		0	0.0%			
Amortization of net pension asset		-		-		-	-			
Administrative Allocation		587		587		-	0.0%			
Depreciation		-		-			-			
Total Operating Expenses	\$	20,062	\$	20,737	\$	675	3.3%			
Operating income (loss)	\$	(17,184)	\$	(17,502)	\$	318	1.8%			
Total public support and nonoperating revenues		17,184		17,540		(356)	-2.0%			
Income (loss) before capital contributions	\$	0	\$	38	\$	(38)	-99.5%			

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OPERATIONS CORONADO FERRY

	YEAR TO DATE								
	ACTUAL		BUDGET		VARIANCE		VAR. %		
Passenger Revenue	\$	-	\$	-	\$	-	-		
Other Revenue		-		-		-	-		
Total Operating Revenue	\$	-	\$	-	\$	-	-		
Personnel costs	\$	-	\$	-	\$	_	-		
Outside services		207		207		-	0.0%		
Transit operations funding		-		-		-	-		
Materials and supplies		-		-		-	-		
Energy		-		-		-	-		
Risk management		-		-		-	-		
General & administrative		-		-		-	-		
Vehicle/facility leases		-		-		-	-		
Amortization of net pension asset		-		-		-	-		
Administrative Allocation		-		-		-	-		
Depreciation		-		-			-		
Total Operating Expenses	\$	207	\$	207	\$	-	0.0%		
Operating income (loss)	\$	(207)	\$	(207)	\$	-	0.0%		
Total public support and nonoperating revenues		207		207		-	0.0%		
Income (loss) before capital contributions	\$	-	\$	-	\$	-	-		

SAN DIEGO METROPOLITAN TRANSIT SYSTEM ADMINISTRATION CONSOLIDATED

	YEAR TO DATE						
	A	CTUAL	BI	UDGET	VAF	RIANCE	VAR. %
Passenger Revenue	\$	-	\$	-	\$	-	-
Other Revenue		13,593		12,754		839	6.6%
Total Operating Revenue	\$	13,593	\$	12,754	\$	839	6.6%
Personnel costs	\$	18,711	\$	18,478	\$	(232)	-1.3%
Outside services		15,676		16,033		358	2.2%
Transit operations funding		-		-		-	-
Materials and supplies		(5)		(132)		(127)	96.2%
Energy		746		760		14	1.9%
Risk management		328		394		66	16.7%
General & administrative		3,230		3,166		(64)	-2.0%
Vehicle/facility leases		145		150		5	3.4%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		(26,695)		(26,695)		-	0.0%
Depreciation		-		-		-	-
Total Operating Expenses	\$	12,135	\$	12,154	\$	19	0.2%
Operating income (loss)	\$	1,457	\$	600	\$	858	-143.0%
Total public support and nonoperating revenues		1,827		(600)		2,427	-404.8%
Income (loss) before capital contributions	\$	3,284	\$	(0)	\$	3,284	#########

SAN DIEGO METROPOLITAN TRANSIT SYSTEM OTHER ACTIVITIES CONSOLIDATED

	YEAR TO DATE						
	AC	TUAL	BU	DGET	VAR	IANCE	VAR. %
Passenger Revenue	\$	-	\$	-	\$	-	-
Other Revenue		908		980		(72)	-7.3%
Total Operating Revenue	\$	908	\$	980	\$	(72)	-7.3%
Personnel costs	\$	920	\$	984	\$	64	6.5%
Outside services		208		333		125	37.4%
Transit operations funding		-		-		-	-
Materials and supplies		2		7		5	71.4%
Energy		8		13		5	38.7%
Risk management		21		46		25	54.2%
General & administrative		195		123		(71)	-57.7%
Vehicle/facility leases		23		26		3	11.8%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		127		127		-	0.0%
Depreciation		-		-		-	-
Total Operating Expenses	\$	1,504	\$	1,659	\$	156	9.4%
Operating income (loss)	\$	(596)	\$	(679)	\$	84	12.3%
Total public support and nonoperating revenues		596		679		(84)	-12.3%
Income (loss) before capital contributions	\$	_	\$	-	\$	-	-



Agenda Item No. 61

Chief Executive Officer's Report

September 21, 2017

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period July 12, 2017 through September 12, 2017.

*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

**Also attached is a report of a non-competitive contract award under "immediate remedial measures" exception.

CEO Travel Report (since last Board meeting)

July 28:CTA Executive Committee Meeting in Orange County, CAAugust 16-17:TriMet Site Visit re: Fare Collection System in Portland, ORSept. 5-7:CTA Federal Lobby Day in Washington, DC

Board Member Travel Report (since last Board meeting)

Ron Roberts August 16-17: TriMet Site Visit re: Fare Collection System in Portland, OR



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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



DATE: September 13, 2017

TO: MTS Board of Directors

FROM: Paul C. Jablonski, Chief Executive Officer (CEO)

SUBJECT: Report of non-competitive contract award under "immediate remedial measures": EMERGENCY DE-WATERING OF 70TH STREET DEPRESSED SECTION

Background Summary

On January 27th 2017, flooding occurred on MTS tracks on the 70th Street undercut due to a torrential downpour that caused water to flow down Alvarado Road. The flooding occurred because existing pumps short-circuited in the presence of nearly one (1) million gallons of water that resulted in an eight (8) foot flood over MTS tracks. This resulted in an interruption in Green Line service for three (3) days.

A traditional competitive procurement for de-watering services would have caused significant and unacceptable delay to trolley service. A sole source procurement was necessary in order to quickly restore trolley service to the Green Line. MTS contacted Herzog Contracting, as they were already on-site for the Orange Line Track Improvement project and were available to respond to the emergency.

The flooding began on Friday, January 27that 7:00 pm. Herzog Contracting was contacted to begin pumping out the water to allow for trolley service. Herzog began work at Saturday, January 28th at 4:00 am and pumped until the afternoon of Sunday, January 29th. The dewatering work cost \$14,440.30.

Cost Justification

MTS staff reviewed the pricing from Herzog Contracting on parts, labor, and associated general administrative fees, compared them with an independent engineer's estimate and found pricing to be fair and reasonable.

Report to MTS Board of Directors

In part, Cal. Public Utilities Code section 120224.1 and MTS Board Policy No 52, Section (F) (v) states:

Upon determining that immediate remedial measures to avert or alleviate damage to, or to repair or restore damaged or destroyed MTS property are necessary in order to insure that MTS facilities are available to serve the transportation needs of the general public, the CEO may authorize the expenditure of money for the direct purchases of goods and services. The CEO, after the expenditure authorized under immediate remedial





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measures has been made, shall submit to the board a full report explaining the necessity for that action.

This memo acts as the CEO's report to the MTS Board of Directors of a sole source procurement involving immediate remedial measures. Due to an administrative oversight, this report was mistakenly not provided at an earlier Board of Directors meeting.

	EX	PENSE CONTRACTS		
Doc #	Organization	Subject	Amount	Day
G1931.2-16	NMS MANAGEMENT, INC.	JANITORIAL SVC AMERICAN PLAZA RESTROOM	\$8,654.80	7/12/2017
B05701.1112	NEW FLYER INDUSTRIES	RELEASE OF 60-FT ARTIC & ASSIGN RAPID	\$0.00	7/18/2017
L1285.2-16	SIEMENS INDUSTRY INC.	REVISE USAGE ESTIMATES	\$0.00	7/18/2017
PWL209.2-16	WESTERN RIM CONSTRUCTION, INC	CCO 2- ADDITIONAL WORK	\$81,034.33	7/21/2017
G1727.2-14	LEXISNEXIS	MONTHLY ONLINE LEGAL SERVICES	\$550.00	7/27/2017
L1197.2-14	SAN DIEGO SWEEPING SERVICE	EXERCISE OY 1 & 2	\$64,848.00	7/28/2017
B0665.1-17	BATTERY SYSTEMS, INC	CA BATTERY FEE	\$600.00	7/31/2017
B0672.1-17	CONDUENT TRANSPORT SOLUTIONS,	CONTRACT ADJUSTMENT TO ADD TAX	\$47,593.76	7/31/2017
G1426.8-12	MARK H. BARBER (LAW OFFICES OF	LEGAL SERVICES AMENDMENT	\$75,000.00	7/31/2017
PWL211.1116	HERZOG	EXTRA WORK FOR IMPEDANCE BOND	(\$10,506.23)	7/31/2017
PWL214.3-17	GLOBAL SIGNALS GROUP	AUTHORIZE ADDITIONAL WORK	\$3,780.91	7/31/2017
G1923.3.16	CH2M HILL INC	DETAILED RATE SHEET ADDED	\$0.00	8/1/2017
G1455.8-12	LAUGHLIN, FALBO, LEVY, & MORES	LEGAL SERVICES AMENDMENT	\$70,000.00	8/2/2017
G1429.5-12	ENVIRONMENTAL LAW GROUP LLP	LEGAL SERVICES AMENDMENT	\$60,000.00	8/4/2017
PWL204.2-16	ABC CONSTRUCTION COMPANY.	CORRECTION TO RETENTION CLAUSE	\$0.00	8/4/2017
G1491.7-13	MANNING & KASS, ELLROD, RAMIREZ	LEGAL SERVICES AMENDMENT	\$60,000.00	8/7/2017
G2019.0-17	SIMON WONG ENGINEERING, INC	CONSTRUCTION MGMT AGREEMENT	\$0.00	8/8/2017
B0230.0-17	MICHAEL BAKER	CAMPBELL SHIPYARD SEDIMENT CAP	\$0.00	8/9/2017
G2015.0-17	AECOM TECHNICAL SERVICES, INC.	CONSTRUCTION MGMT AGREEMENT	\$0.00	8/10/2017
G2018.0-17	PGH WONG ENGINEERING	CONSTRUCTION MGMT AGREEMENT	\$0.00	8/10/2017
G2030.0-17	CITY OF SAN DIEGO-CITY ATTY	MOU CAMPBLE SHIPYARD INVESTIGATION	\$75,000.00	8/11/2017
B0667.1-17	BATTERY POWER, INC	CA BATTERY FEE	\$900.00	8/15/2017
G1433.9-12	TROVILLION INVEISS, AND DEMAKI	LEGAL SERVICES AMENDMENT	\$70,000.00	8/15/2017
G1431.2-12	R. MARTIN BOHL	LEGAL SVC - ADD FUNDS	\$25,000.00	8/16/2017
B0594.4-13	TRILLIUM USA COMPANY LLC	REVISE PREVAILING WAGE REQUIREMENTS	\$0.00	8/24/2017
G1658.3-17	ISS FACILITIES	ADD PREVAILING WAGE	\$0.00	8/29/2017
PWG148.5-14	MOBILE RELAY ASSOCIATES	ADD LINE ITEMS	\$1,030.00	8/30/2017
G1426.9-12	MARK H BARBER	LEGAL SVC - WORKERS COMP	\$0.00	8/31/2017
B0658.1-14	DIONS & SONS	CLEAR DIESEL WET HOSING	\$0.00	9/1/2017
G1963.1-17	UC SAN DIEGO HEALTH	OCCUPATIONAL MEDICINE SVC EXTENSION	\$0.00	9/5/2017
G1983.0-17	RED TRUCK FIRE & SAFETY CO.	FIRE EXTINGUISHER SERVICES	\$77,176.95	9/5/2017
G2034.0-17	VISIOLOGIX CORPORATION	67 BODY WORN CAMERAS	\$48,217.49	9/11/2017

	EXPENSE CONTRACTS						
Doc #	Organization	Subject	Amount	Day			
L1409.0-18	SANDAG	ROE - ICOMMUTE PROGRAM	\$0.00	9/12/2017			
PWL222.1-17	WEST COAST GENERAL/HMS	ORANGE LINE - STORMWATER INSPECTION	\$25,704.50	9/12/2017			

	REVEN	UE CONTRACTS & MOUs		
Doc #	Organization	Subject	Amount	Day
L0755.3-06	CCATT LLC	RESTATED GROUND LEASE AMENDMENT	\$0.00	7/12/2017
L6734.0-16	HP COMMUNICATIONS	JROE RELOCATE TELEPACIFIC FIBER OPTIC CA	\$1,500.00	7/14/2017
L1406.0-18	SIEMENS INDUSTRY, INC.	REVENUE PARTS PURCHASE	\$33,108.50	7/17/2017
L1405.0-18	CCATT LLC	RESTATED GROUND LEASE AMENDMENT	\$0.00	7/18/2017
S2000009301	CITY OF IMPERIAL BEACH	ADD BAYSHORE BIKE WAY	\$0.00	7/20/2017
S200-17-659	CITY OF IMPERIAL BEACH	SD&AE LICENSE AGREEMENT	\$0.00	7/20/2017
L1318.1-16	DR. ELECTRIC	AMENDMENT TO EXTEND ROE	\$750.00	7/26/2017
L5758.1-14	HENKELS & MCCOY	AMENDMENT TO EXTEND JROE PERMIT	\$750.00	7/31/2017
L6765.1-17	BRG CONSULTING, INC.	AMENDMENT TO UPDATE SANDAG CONTRACT	\$750.00	7/31/2017
G2037.0-17	TELECARE BEHAVIORAL	COMPASS CARD EMPLOYER PROGRAM	\$0.00	8/1/2017
L1400.0-18	TORO INTERNATIONAL, INC.	ROE MASSACHUSETTS STATION PARKING LOT	\$750.00	8/1/2017
L6762.0-17	ELOCK TECHNOLOGIES	JROE-SANDAG BIKE LOCKERS	\$0.00	8/1/2017
L6770.0-17	HDR ENGINEERING	JROE ON CALL ENGINEERING SVC	\$750.00	8/1/2017
S200-17-668	RECON ENVIRONMENTAL, INC.	ROE - SAN YSIDRO REVEGETATION WORK	\$0.00	8/1/2017
L1382.0-17	HOLLAND CONSTRUCTION, INC.	ROE PARK & MARKET	\$4,950.00	8/2/2017
G2011.0-17	IMS RECYCLING SERVICES, INC.	SCRAP METAL RECYCLING	\$19,397.00	8/4/2017
L1402.0-18	SE PIPELINE	ROE INSTALL STEEL PIPE MASSACHUSETTS	\$3,300.00	8/4/2017
L5801.0-17	CITY OF SAN DIEGO	REPLACEMENT LICENSE PB PIPELINE	\$0.00	8/4/2017
L1407.0-18	QUALCOMM	ROE QUALCOMM PHOTOSHOOT	\$750.00	8/11/2017
G2036.0-17	VISTA UNIFIED SCHOOL DISTRICT	COMPASS CARD EMPLOYER	\$0.00	8/16/2017
L1408.0-18	FUSCOE ENGINEERING	ROE - IAD FOR SEWER MONITORING	\$750.00	8/16/2017
L5804.0-17	CABRILLO NAT'L MONUMENT FOUNDA	AMERICA'S FINEST CITY MARATHON -JROE	\$750.00	8/16/2017
L1410.0-18	SD DANCE THEATER	ROE - DANCE & REHEARSE AT E STREET	\$0.00	8/16/2017
L5806.0-18	TC CONSTRUCTION CO., INC.	JROE- SEWER UPGRADE PB PIPELINE	\$1,500.00	8/18/2017
L1353.1-17	AMCAL VILLA ENCANTADA	LEASE - AMCAL DEVELOPMENT 62ND ST	\$0.00	8/23/2017
L4630.0-18	METROPOLITAN CONDOMINIUM	LICENSE AGREEMENT - VIDEO CAMERAS	\$0.00	8/23/2017
G2038.0-17	POWAY UNIFIED SCHOOL DISTRICT	COMPASS CARD EMPLOYER	\$0.00	8/29/2017

	REVENUE CONTRACTS & MOUs						
Doc #	Organization	Subject	Amount	Day			
G2039.0-17	ASSOCIATION FOR COMMUNITY	COMPASS CARD EMPLOYER	\$0.00	8/29/2017			
L6769.0-17	MID COAST TRANSIT CONSTRUCTORS	JROE - CONSTRUCTIONS SVC	\$0.00	8/30/2017			
L1394.0-17	SAN DIEGO GAS & ELECTRIC COMPA	LEASE AGREEMENT MASSACHUSETTS STATION	(\$8,400.00)	8/30/2017			
G2050.0-18	SAN DIEGO STATE UNIVERSITY	AZTECS FOOTBALL GAME	\$0.00	8/31/2017			
S200-18-670	SAN DIEGO GAS & ELECTRIC	PURCHASE & SALE GAS PIPELINE 65TH ST	\$7,800.00	8/31/2017			
S200-18-671	SAN DIEGO GAS & ELECTRIC	EASEMENT - GAS PIPELINE 65TH ST	\$0.00	8/31/2017			
S200-17-6	S.E. PIPELINE	ROE - TO INSTALL STEEL PIPE	\$3,300.00	9/1/2017			
L6728.2-16	HENKELS & MCCOY	JROE - SDGE FACILITIES	\$3,000.00	9/6/2017			
G2047.0-18	SD DANCE THEATER	2017 TROLLEY DANCE	\$0.00	9/7/2017			
L1273.1-15	SIEMENS INDUSTRY	ROE - EXPIRATION DATE	\$750.00	9/7/2017			
L6768.0-17	HENKELS & MCCOY	JROE - SDGE PSEP 49-28 PHASE 6	\$3,000.00	9/7/2017			
S200-17-656	SE PIPELINE	ROE-JACK & BORE MILEPOST EL7.25	\$3,300.00	9/7/2017			
L1413.0-18	FREMANTLE MEDIA	ROE - HOST & FILM CREW	\$0.00	9/12/2017			

WORK ORDERS							
Doc #	Organization	Subject	Amount	Day			
PWL182.0-16.07	HERZOG CONSTRUCTION, INC.	#20 HELPER ROD INSTALLATION	\$81,055.76	7/14/2017			
PWL204.0-16.37	ABC CONSTRUCTION, INC.	REPLACE BOLLARD W/ CURB ISLAND	\$9,284.82	7/14/2017			
G0930.17-04-50.1	SANDAG	SUBSTATIONS FEEDER CABLE REPLACEMENT	\$2,500.00	7/17/2017			
PWL204.0-16.35	ABC CONSTRUCTION, INC.	REPAIR WORK AT RIO VISTA TROLLEY ST	\$20,536.70	7/18/2017			
G1493.1-13.36	KIMLEY-HORN & ASSOCIATES	GE SERVICES FOR BUS MAINT YARD	\$45,800.00	7/31/2017			
PWL203.0-16-01.01	HMS CONSTRUCTION	GREENLINE PA SYSTEM	\$32,753.62	7/31/2017			
PWL204.0-16-25.03	ABC CONSTRUCTION	ADD WORK TROUBLESHOOT & REPAIR JET	\$2,283.83	7/31/2017			
G1947.0-17.01	HDR ENGINEERING	ORANGE LINE COURTHOUSE STATION WORK	\$93,000.00	8/10/2017			
G1493.0-13.23.03	KIMLEY HORN	EXTENSION ON CONTRACT	\$0.00	8/16/2017			
G1495.1-13.03.01	PGH WONG	EXTENSION ON CONTRACT	\$0.00	8/16/2017			
PWL204.0-16-38	ABC CONSTRUCTIONS, INC.	PYRAMID BUILDING SEWER CLEANOUT	\$12,734.77	8/17/2017			
L0901.0-10.58	BRICEHOUSE STATION, LLC	MOREVENTS ON BEHALF OF CONTROL4	(\$7,500.00)	8/29/2017			
10901.0-10.59	BRICEHOUSE STATION, LLC	EVOLVE CONCEPTS VIDEO EXPERIENCE	(\$9,000.00)	8/29/2017			
PWL182.0-167501-1	HERZOG CONSTRUCTION	MARKET ST BRIDGE REPAIR	\$5,423.19	8/29/2017			
PWL182.0167501-14	HERZOG	MARKET ST BRIDGE REPAIR	\$5,423.19	8/30/2017			

		Purchase	Orders	
PO Number	PO Date	Name	Material Group	PO Value
4400000191		W.W. Grainger Inc	G130-SHOP TOOLS	864.20
4400000192		W.W. Grainger Inc	G160-PAINTS & CHEMICALS	41.29
4400000193		Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	107.41
4400000194	7/18/2017	W.W. Grainger Inc	G180-JANITORIAL SUPPLIES	179.47
4400000195	7/18/2017	W.W. Grainger Inc	M110-SUB STATION	2,586.43
4400000196	7/25/2017	W.W. Grainger Inc	G180-JANITORIAL SUPPLIES	155.05
4400000197	7/28/2017	W.W. Grainger Inc	G160-PAINTS & CHEMICALS	144.69
4400000198	8/2/2017	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	86.61
4400000199	8/10/2017	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	693.37
440000200	8/10/2017	W.W. Grainger Inc	M180-STATION ELECTRICAL	383.81
440000201		W.W. Grainger Inc	G180-JANITORIAL SUPPLIES	131.47
440000202		W.W. Grainger Inc	G160-PAINTS & CHEMICALS	144.69
440000203		Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	206.85
440000204		Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	284.57
440000205		Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	119.49
440000206		W.W. Grainger Inc	G200-OFFICE SUPPLIES	2,711.42
440000207		Mcmaster-Carr Supply Co	M150-PWR SWITCHES/LOCKS	37.18
440000208		Mcmaster-Carr Supply Co	G180-JANITORIAL SUPPLIES	261.58
440000209		Kaman Industrial Technologies	G130-SHOP TOOLS	282.56
4400000210		W.W. Grainger Inc	B250-BUS REPAIR PARTS	289.59
4400000211		W.W. Grainger Inc	M110-SUB STATION	1,035.30
4400000212		W.W. Grainger Inc	G160-PAINTS & CHEMICALS	134.86
4400000213		W.W. Grainger Inc	G140-SHOP SUPPLIES	69.07
4400000214		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	62.16
4500013284		Zep Vehicle Care Inc	G180-JANITORIAL SUPPLIES	3,598.26
4500013285		Interior Plant Service Inc	P280-GENERAL SVC AGRMNTS	1,992.00
4500013286		Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	1,436.44
4500013287		Kurt Morgan	G200-OFFICE SUPPLIES	90.07
4500013288		Industrial Maintenance Supply LLC	G150-FASTENERS	92.57
4500013289		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,744.70
4500013290		Allied Refrigeration Inc	P190-REV VEHICLE REPAIRS	185.33
4500013291		Susan Shepard	G280-FARE MATERIALS	4,748.55
4500013292		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,174.40
4500013293		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,532.47
4500013294		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	691.09
4500013295		Southcoast Heating & Air	F110-SHOP/BLDG MACHINERY	930.31
4500013296 4500013297		Airgas Inc Cummins Pacific LLC	G140-SHOP SUPPLIES B130-BUS BODY	108.86 3,827.54
4500013297		Southern Counties Oil Co, LP	G170-LUBRICANTS	4,999.68
4500013299		W.W. Grainger Inc	G140-SHOP SUPPLIES	345.34
4500013299		Cummins Pacific LLC	B250-BUS REPAIR PARTS	502.66
4500013301		TK Services Inc	B250-BUS REPAIR PARTS	574.26
4500013302		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	58.63
4500013303		Office Solutions	G200-OFFICE SUPPLIES	768.58
4500013304		Knorr Brake Company	P190-REV VEHICLE REPAIRS	15,585.02
4500013305		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,683.51
4500013306		OneSource Distributors, LLC	M140-WAYSIDE SIGNALS	575.18
4500013307		Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	100.32
4500013308		Armorcast Products Company Inc	M140-WAYSIDE SIGNALS	1,344.04
4500013309		El Dorado Coatings Inc	P280-GENERAL SVC AGRMNTS	685.00
4500013310		Home Depot USA Inc	G210-OFFICE FURNITURE	75.40
4500013311		Madden Construction Inc	P280-GENERAL SVC AGRMNTS	1,014.15
4500013312		Daniels Tire Service	P210-NON-REV VEH REPAIRS	200.70
4500013313		Comfort Mechanical Inc	M190-SDSU ELECTRICAL	995.00
4500013314		Southern Counties Oil Co, LP	G170-LUBRICANTS	6,180.54
4500013315		Kurt Morgan	G200-OFFICE SUPPLIES	438.91
		Quality Technology Services Inc	I110-INFORMATION TECH	273.90
4500013316 I	1/13/2017			
4500013316 4500013317		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	512.16

		Purchase	Orders	
PO Number	PO Date	Name	Material Group	PO Value
4500013319	7/13/2017	Kidde Technologies Inc	B200-BUS PWR TRAIN EQUIP	1,287.18
4500013320	7/13/2017	Transit Holdings Inc	B140-BUS CHASSIS	2,896.99
4500013321	7/13/2017	Rush Truck Centers of California	B200-BUS PWR TRAIN EQUIP	276.22
4500013322	7/13/2017	Robert Costanzo	B140-BUS CHASSIS	360.98
4500013323	7/13/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,893.94
4500013324	7/13/2017	F-1 Marketing Group	G230-PRINTED MATERIALS	238.52
4500013325		4One LLC	B130-BUS BODY	634.00
4500013326	7/13/2017	AxleTech LLC	B140-BUS CHASSIS	593.29
4500013327	7/13/2017	Transit Products and Services	B130-BUS BODY	12,137.00
4500013328	7/13/2017	DLT Solutions LLC	I110-INFORMATION TECH	35,820.51
4500013329	7/13/2017	Harbor Diesel & Equipment	B200-BUS PWR TRAIN EQUIP	1,217.71
4500013330		Vern Rose Inc	G140-SHOP SUPPLIES	117.50
4500013331		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,757.03
4500013332		Kurt Morgan	G200-OFFICE SUPPLIES	197.73
4500013333		Sid Tool Co	F180-BUILDING MATERIALS	2,567.16
4500013334		Transit Products and Services	B130-BUS BODY	2,586.00
4500013335		Dunn-Edwards Corporation	F110-SHOP/BLDG MACHINERY	451.68
4500013336		Gillig LLC	B250-BUS REPAIR PARTS	740.19
4500013337		Western Lift Inc	F110-SHOP/BLDG MACHINERY	1,024.07
4500013338		Transit Holdings Inc	B250-BUS REPAIR PARTS	274.96
4500013339		Vern Rose Inc	P190-REV VEHICLE REPAIRS	237.70
4500013340		MJP Enterprises	P210-NON-REV VEH REPAIRS	2,355.15
4500013341		Steven Timme	G110-BUS/TROLLEY SIGNAGE	149.30
4500013342		F-1 Marketing Group	G230-PRINTED MATERIALS	1,084.67
4500013343		Steven Timme	G110-BUS/TROLLEY SIGNAGE	95.43
4500013344		Brown & Bigelow Inc	P480-EE MAINTENANCE	1,491.46
4500013345		Kaman Industrial Technologies	B250-BUS REPAIR PARTS	626.63
4500013346		Chromate Industrial Corporation	G150-FASTENERS	1,429.42
4500013347		Gillig LLC	B250-BUS REPAIR PARTS	309.71
4500013348		W.W. Grainger Inc	G140-SHOP SUPPLIES	278.60
4500013349		Southcoast Heating & Air	F110-SHOP/BLDG MACHINERY	327.31
4500013350		San Diego Friction Products, Inc.	B250-BUS REPAIR PARTS	319.48
4500013351		Office Solutions	G200-OFFICE SUPPLIES	639.55
4500013352		Team One Repair Inc	G290-FARE REVENUE EQUIP	2,210.42
4500013353		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	465.00
4500013354		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	125.00
4500013355		W.W. Grainger Inc	G130-SHOP TOOLS	1,527.37
4500013356		Red Truck Fire & Safety Co.	G190-SAFETY/MED SUPPLIES	85.92
4500013357		Mcmaster-Carr Supply Co	G140-SHOP SUPPLIES	286.90
4500013358		Knorr Brake Company	R220-RAIL/LRV TRUCKS	36,800.25
4500013359		Romaine Electric Corporation	B160-BUS ELECTRICAL	10,133.93
4500013360		Allied Electronics Inc	R180-RAIL/LRV LIGHTING	76.64
4500013361		Office Solutions	G200-OFFICE SUPPLIES	285.32
4500013362		HI-TEC Enterprises	R120-RAIL/LRV CAR BODY	128.98
4500013363		IFM Efector, Inc.	R120-RAIL/LRV CAR BOD1	1,347.96
4500013363		Stotz Equipment	A110-AUTO/TRUCK TIRES	365.56
4500013365		Applied Industrial Technologies-CA	G140-SHOP SUPPLIES	136.15
4500013366		Pape Material Handling	P210-NON-REV VEH REPAIRS	363.95
4500013367		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	29,197.02
4500013368		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,205.80
4500013369		B Hepworth & Company Limited	R160-RAIL/LRV ELECTRICAL	205.20
4500013369			R140-RAIL/LRV ELECTRICAL R140-RAIL/LRV DOORS/RAMP	
		Machinex, Inc.		6,219.84
4500013371		Ridout Plastics Co Inc	G290-FARE REVENUE EQUIP	285.54
4500013372		Mission Janitorial Supplies		417.00
4500013373		Mohawk Mfg & Supply Co	B200-BUS PWR TRAIN EQUIP	434.23
4500013374		San Diego Friction Products, Inc.	B160-BUS ELECTRICAL	2,732.32
4500013375		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	116.58
4500013376		San Diego Friction Products, Inc.	B140-BUS CHASSIS	3,022.39
4500013377	//1//2017	Industrial Maintenance Supply LLC	G150-FASTENERS	17.53

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013378		Transit Holdings Inc	B110-BUS HVAC SYSTEMS	1,613.25	
4500013379		TK Services Inc	B110-BUS HVAC SYSTEMS	150.49	
4500013380		The Truck Lighthouse	A140-AUTO/TRUCK REPAIR	342.48	
4500013381		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,500.44	
4500013382		Mail Dispatch, LLC	P420-MAIL SERVICES	9,828.00	
4500013383		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	18,593.64	
4500013384		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	18,772.43	
4500013385		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	3,877.60	
4500013386		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	560.55	
4500013387		Cummins Pacific LLC Cummins Pacific LLC	P190-REV VEHICLE REPAIRS P190-REV VEHICLE REPAIRS	2,532.47 301.20	
4500013388 4500013389		Culligan of San Diego	G140-SHOP SUPPLIES	4,080.00	
4500013389		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,757.03	
4500013390		Los Angeles Rubber Company Inc.	F110-SHOP/BLDG MACHINERY	4,474.68	
4500013392	7/17/2017		P480-EE MAINTENANCE	192.98	
4500013393	7/17/2017		P480-EE MAINTENANCE	450.29	
4500013394	7/17/2017		P480-EE MAINTENANCE	214.43	
4500013395		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,641.57	
4500013396		Gillig LLC	B250-BUS REPAIR PARTS	656.12	
4500013397		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	345.37	
4500013398		Transit Holdings Inc	P190-REV VEHICLE REPAIRS	3,769.96	
4500013399		S & C Distribution Company	G130-SHOP TOOLS	190.72	
4500013400		Cable, Pipe & Leak Detection, Inc.	M130-CROSSING MECHANISM	750.00	
4500013401		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	117.93	
4500013402	7/17/2017	Home Depot USA Inc	G130-SHOP TOOLS	384.03	
4500013403	7/17/2017	Comfort Mechanical Inc	M190-SDSU ELECTRICAL	995.00	
4500013404	7/17/2017	Kenneth Place	G130-SHOP TOOLS	319.61	
4500013405	7/17/2017	Knorr Brake Company	P190-REV VEHICLE REPAIRS	25,385.90	
4500013406		Siemens Industry Inc	P190-REV VEHICLE REPAIRS	22,701.86	
4500013407		Kaman Industrial Technologies	G160-PAINTS & CHEMICALS	113.33	
4500013408		Cubic Transportation Systems	B190-BUS FARE EQUIP	9,714.38	
4500013409		Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,532.47	
4500013410		W.W. Grainger Inc	G140-SHOP SUPPLIES	139.30	
4500013411		Transit Holdings Inc	B130-BUS BODY	191.11	
4500013412		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,763.19	
4500013413		Industrial Maintenance Supply LLC	G130-SHOP TOOLS	101.01	
4500013414		Cummins Pacific LLC	B160-BUS ELECTRICAL	18,165.99	
4500013415		Gillig LLC	B140-BUS CHASSIS	2,861.54	
4500013416 4500013417		Airgas Inc ABC Construction Co., Inc.	G190-SAFETY/MED SUPPLIES	1,007.21	
4500013417			M140-WAYSIDE SIGNALS	9,284.82	
4500013418		The Gordian Group, Inc. Herzog Contracting Co	M140-WAYSIDE SIGNALS T140-TRACK, TURNOUTS	249.47 81,055.76	
4500013419		The Gordian Group, Inc.	T140-TRACK, TURNOUTS	2,177.86	
4500013420		Transit Holdings Inc	P190-REV VEHICLE REPAIRS	562.70	
4500013421		Charter Industrial Supply Inc	B200-BUS PWR TRAIN EQUIP	3,000.00	
4500013423		Freeby Signs	B250-BUS REPAIR PARTS	991.30	
4500013424		Transit Holdings Inc	B250-BUS REPAIR PARTS	541.00	
4500013425		Transit Holdings Inc	B130-BUS BODY	5,728.26	
4500013426		General Auto Repair	P210-NON-REV VEH REPAIRS	1,047.00	
4500013427		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	320.30	
4500013428		Gillig LLC	B250-BUS REPAIR PARTS	359.19	
4500013429		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,781.69	
4500013430		Cummins Pacific LLC	F110-SHOP/BLDG MACHINERY	1,704.17	
4500013431		Knorr Brake Company	R220-RAIL/LRV TRUCKS	558.56	
4500013432		American Battery Corporation	M110-SUB STATION	194.98	
4500013433		Willy's Electronic Supply Co	R160-RAIL/LRV ELECTRICAL	71.84	
4500013434		Waxie Sanitary Supply Inc	G140-SHOP SUPPLIES	490.09	
4500013435		CDW LLC	I110-INFORMATION TECH	3,331.36	
4500013436	7/19/2017	Aguirre Engineering Inc	P520-A & E/DESIGN	14,427.67	

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013437		Quality Technology Services Inc	I120-INFO TECH, SVCS	54,864.00	
4500013438		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,887.83	
4500013439		Freeby Signs	B250-BUS REPAIR PARTS	85.12	
4500013440	7/20/2017	Vericom LLC	G130-SHOP TOOLS	290.46	
4500013441	7/20/2017	Gillig LLC	B250-BUS REPAIR PARTS	424.62	
4500013442	7/20/2017	R.S. Hughes Co Inc	B250-BUS REPAIR PARTS	178.52	
4500013443	7/20/2017	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	12,157.44	
4500013444	7/20/2017	Don Oleson Inc	P190-REV VEHICLE REPAIRS	575.00	
4500013445	7/20/2017	Carlos Guzman Inc	G180-JANITORIAL SUPPLIES	1,818.47	
4500013446	7/20/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,547.42	
4500013447	7/20/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,769.36	
4500013448	7/20/2017	Transit Holdings Inc	B140-BUS CHASSIS	147.10	
4500013449	7/20/2017	FRS Environmental Inc	P130-EQUIP MAINT REPR SVC	407.75	
4500013450	7/20/2017	Steven Timme	G290-FARE REVENUE EQUIP	655.12	
4500013451	7/20/2017	Madden Construction Inc	P280-GENERAL SVC AGRMNTS	979.00	
4500013452	7/20/2017	Home Depot USA Inc	G130-SHOP TOOLS	1,911.64	
4500013453		Reid and Clark Screen Arts Co	P210-NON-REV VEH REPAIRS	474.27	
4500013454		West End Holdings Inc	P260-TESTING & ANALYSIS	150.00	
4500013455		Praxair Distribution Inc.	G130-SHOP TOOLS	1,745.29	
4500013456		W.W. Grainger Inc	G130-SHOP TOOLS	75.80	
4500013457		Schunk Carbon Technology LLC	R190-RAIL/LRV PANTOGRAPH	1,012.10	
4500013458		Professional Contractors Supplies	G130-SHOP TOOLS	306.18	
4500013459	7/20/2017		T110-TRACK, RAIL	50,489.50	
4500013460		Ethority LLC	P450-PERSONNEL SVCS	23,925.00	
4500013461		Associated Students of SDSU	P310-ADVERTISING SERVICES	2,898.00	
4500013462		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	19,576.96	
4500013463		University of San Diego	P310-ADVERTISING SERVICES	1,464.72	
4500013464		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,881.06	
4500013465		Southern Counties Oil Co, LP	G170-LUBRICANTS	4,999.68	
4500013466		Mersen Usa Bn Corp	R220-RAIL/LRV TRUCKS	6,121.71	
4500013467		Alliant Insurance Services Inc	P370-RISK MANAGEMENT	13,608.00	
4500013468		San Diego Community College Distric	P310-ADVERTISING SERVICES	1,350.00	
4500013469		Discovery Health Services LLC	P480-EE MAINTENANCE	5,700.00	
4500013470		R.S. Hughes Co Inc	R120-RAIL/LRV CAR BODY	3,298.48	
4500013471	7/20/2017	, and the second s	P310-ADVERTISING SERVICES	754.00	
4500013472		Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	2,531.68	
4500013473		Transit Holdings Inc	B140-BUS CHASSIS	1,028.95	
4500013474		Professional Contractors Supplies	G170-LUBRICANTS	1,302.02	
4500013475		Home Depot USA Inc	G180-JANITORIAL SUPPLIES	864.50	
4500013476		Ansaldo Sts Usa Inc	M130-CROSSING MECHANISM	287.70	
4500013477		Office Solutions	G280-FARE MATERIALS	244.71	
4500013478		ABC Construction Co., Inc.	P120-BLDG/FACILITY REPRS	20,536.70	
4500013479		The Gordian Group, Inc.	P120-BLDG/FACILITY REPRS	551.79	
4500013480		Transwest San Diego LLC	B160-BUS ELECTRICAL	694.95	
4500013481		Controlled Motion Solutions Inc	R220-RAIL/LRV TRUCKS	1,215.42	
4500013482		W.W. Grainger Inc	R220-RAIL/LRV TRUCKS	3,351.45	
4500013483		California Stamp Company	G200-OFFICE SUPPLIES	75.67	
4500013484		Office Depot	G200-OFFICE SUPPLIES	301.69	
4500013485		San Diego Plastics Inc	R170-RAIL/LRV HVAC	1,885.63	
4500013486		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	427.94	
4500013487		HI-TEC Enterprises	R220-RAIL/LRV TRUCKS	563.75	
4500013488		Schunk Carbon Technology LLC	R190-RAIL/LRV PANTOGRAPH	743.48	
4500013489		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,205.80	
4500013490		Cubic Transportation Systems	G290-FARE REVENUE EQUIP	4,302.24	
4500013491		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	27,120.69	
4500013492		General Auto Repair	P210-NON-REV VEH REPAIRS	417.94	
4500013493		Charter Industrial Supply Inc	G140-SHOP SUPPLIES	1,749.60	
4500013493		Sloan Electromechanical	P190-REV VEHICLE REPAIRS	2,204.00	
4500013494		NMS Management Inc	P280-GENERAL SVC AGRMNTS	126.52	
+300013493	1/21/2017		1 200-GENEINAL SVG AGRIVIN 13	120.02	

		Purchase	Orders	
PO Number	PO Date	Name	Material Group	PO Value
4500013496	7/21/2017	FRS Environmental Inc	G130-SHOP TOOLS	565.00
4500013497	7/21/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	868.68
4500013498		RR Donnelley and Sons Co	G230-PRINTED MATERIALS	2,738.93
4500013499		Reid and Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	1,629.27
4500013500		Virginia Electronic & Lighting LLC	M140-WAYSIDE SIGNALS	2,139.51
4500013501		Applied Industrial Technologies-CA	G140-SHOP SUPPLIES	1,171.52
4500013502		Transit Holdings Inc	B250-BUS REPAIR PARTS	25.35
4500013503		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,757.03
4500013504		National Petroleum, Inc.	G170-LUBRICANTS	251.49
4500013505		Transit Products and Services	B130-BUS BODY	2,693.75
4500013506		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	2,615.45
4500013507		Ferguson Enterprises	F110-SHOP/BLDG MACHINERY	205.19
4500013508		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	771.50
4500013509		Mohawk Mfg & Supply Co	B160-BUS ELECTRICAL	421.07
4500013510		Comfort Mechanical Inc	M180-STATION ELECTRICAL	987.00
4500013511		Home Depot USA Inc	F180-BUILDING MATERIALS	88.50
4500013512		Daniels Tire Service	A110-AUTO/TRUCK TIRES	388.99
4500013513		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	283.31
4500013514		US Mobile Wireless	P210-NON-REV VEH REPAIRS	356.44
4500013515		Airgas Refrigerants Inc	R170-RAIL/LRV HVAC	161.60
4500013516		Industrial Maintenance Supply LLC	G200-OFFICE SUPPLIES	205.78
4500013517		A.O. Reed & Co	F110-SHOP/BLDG MACHINERY	648.31
4500013518		Transit Holdings Inc	B130-BUS BODY	1,406.49
4500013519		E W Truck & Equipment Co Inc	F110-SHOP/BLDG MACHINERY	267.88
4500013520		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,532.47
4500013521		Recaro North America Inc	B250-BUS REPAIR PARTS	159.47
4500013522		Vinyard Doors	F110-SHOP/BLDG MACHINERY	420.00
4500013523	7/25/2017		C120-SPECIALTY CONTRACTOR	11,681.00
4500013524		General Information Systems Ltd	G120-SECURITY	15,200.73
4500013525		Body Beautiful Car Wash Inc	G120-SECURITY	2,750.00
4500013526		F-1 Marketing Group	G230-PRINTED MATERIALS	633.97
4500013527		Transit Holdings Inc	B140-BUS CHASSIS	573.47
4500013528		CDW LLC	I110-INFORMATION TECH	850.83
4500013529		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	10,828.88
4500013530		Telliard Construction	C130-CONSTRUCTION SVCS	978.00
4500013531		Kaman Industrial Technologies	G140-SHOP SUPPLIES	3,093.08
4500013532		Jeyco Products Inc	G200-OFFICE SUPPLIES	156.87
4500013533		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,794.02
4500013534		W.W. Grainger Inc	G140-SHOP SUPPLIES	84.62
4500013535		Kld Labs Inc	P130-EQUIP MAINT REPR SVC	2,500.00
4500013536		US Mobile Wireless	P210-NON-REV VEH REPAIRS	356.44
4500013537		Total Filtration Services Inc	R230-RAIL/LRV MECHANICAL	1,808.25
4500013538		A.O. Reed & Co	F110-SHOP/BLDG MACHINERY	511.63
4500013539		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,102.04
4500013540		Maintex Inc	G170-LUBRICANTS	1,116.69
4500013541		Transit Holdings Inc	B140-BUS CHASSIS	2,867.67
4500013542		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	1,165.32
4500013543		West-Lite Supply Co Inc	G270-ELECTRICAL/LIGHTING	1,189.24
4500013544		IPC (USA), Inc.	A120-AUTO/TRUCK GASOLINE	19,487.57
4500013545		Konecranes Inc	P130-EQUIP MAINT REPR SVC	468.00
4500013546		Gillig LLC	B250-BUS REPAIR PARTS	527.03
4500013547		California Sheet Metal Works	R160-RAIL/LRV ELECTRICAL	1,386.88
4500013548		Westair Gases & Equipment Inc	G190-SAFETY/MED SUPPLIES	514.94
4500013549		Chromate Industrial Corporation	G140-SHOP SUPPLIES	351.32
4500013550		W.W. Grainger Inc	M130-CROSSING MECHANISM	398.68
4500013551		DoAll Company	R230-RAIL/LRV MECHANICAL	1,499.45
4500013552		Transit Holdings Inc	B130-BUS BODY	1,162.52
4500013552		Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	1,697.48
4500013553		Charter Industrial Supply Inc	G140-SHOP SUPPLIES	
400010004	1/20/2017	Charter industrial Supply Inc	O 140-OFIOR OUFFLIED	36.88

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013555	7/26/2017	Waxie Sanitary Supply Inc	G130-SHOP TOOLS	862.33	
4500013556	7/26/2017	Rick Busch	G180-JANITORIAL SUPPLIES	290.94	
4500013557	7/26/2017	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	836.31	
4500013558		Transit Holdings Inc	B130-BUS BODY	757.17	
4500013559	7/26/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	35.14	
4500013560	7/26/2017	Kaman Industrial Technologies	B200-BUS PWR TRAIN EQUIP	41.68	
4500013561	7/26/2017	R.S. Hughes Co Inc	B130-BUS BODY	2,694.00	
4500013562	7/26/2017	Romaine Electric Corporation	B160-BUS ELECTRICAL	6,187.04	
4500013563	7/26/2017		B160-BUS ELECTRICAL	2,588.64	
4500013564	7/26/2017	San Diego Friction Products, Inc.	B140-BUS CHASSIS	1,099.05	
4500013565	7/26/2017	AxleTech LLC	B140-BUS CHASSIS	954.99	
4500013566		Allied Refrigeration Inc	R170-RAIL/LRV HVAC	1,467.83	
4500013567		San Diego Compressed Air Power LLC	F180-BUILDING MATERIALS	100.23	
4500013568	7/26/2017	Dunn-Edwards Corporation	G140-SHOP SUPPLIES	39.10	
4500013569		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	22,960.45	
4500013570	7/26/2017	Sid Tool Co	G180-JANITORIAL SUPPLIES	336.34	
4500013571		Transit Holdings Inc	B120-BUS MECHANICAL PARTS	1,503.70	
4500013572		Transwest San Diego LLC	B130-BUS BODY	299.04	
4500013573		Mcmaster-Carr Supply Co	M200-YARD FACILITIES	496.56	
4500013574		Golden State Supply LLC	G180-JANITORIAL SUPPLIES	110.27	
4500013575		Transit Holdings Inc	B160-BUS ELECTRICAL	2,927.83	
4500013576		Anixter Inc	M140-WAYSIDE SIGNALS	9,200.00	
4500013578		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,806.35	
4500013579		Hanning & Kahl LP	M150-PWR SWITCHES/LOCKS	14,511.77	
4500013580		Home Depot USA Inc	G140-SHOP SUPPLIES	137.95	
4500013581		Transit Holdings Inc	B250-BUS REPAIR PARTS	71.52	
4500013582		Kimley-Horn & Associates	P520-A & E/DESIGN	14,600.00	
4500013583		Kimley-Horn & Associates	P520-A & E/DESIGN	11,000.00	
4500013585		Office Depot	G200-OFFICE SUPPLIES	221.81	
4500013586		Takuyo Corporation	P310-ADVERTISING SERVICES	2,652.00	
4500013587		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,818.68	
4500013588		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	80,622.91	
4500013589		Knorr Brake Company	R220-RAIL/LRV TRUCKS	516.81	
4500013590		California Sheet Metal Works	R160-RAIL/LRV ELECTRICAL	2,079.58	
4500013591		Battery Systems Inc	B160-BUS ELECTRICAL	3,640.40	
4500013592		Gillig LLC	B140-BUS CHASSIS	978.12	
4500013593		Jankovich Company	G170-LUBRICANTS	3,022.62	
4500013594		Selective Transit Parts Inc	R220-RAIL/LRV TRUCKS	23,528.29	
4500013595		HI-TEC Enterprises	R160-RAIL/LRV ELECTRICAL	538.75	
4500013596		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	1,825.29	
4500013597		West-Lite Supply Co Inc	M200-YARD FACILITIES	359.62	
4500013598		ISC Applied Systems Corp	R150-RAIL/LRV COMM EQUIP	69,694.86	
4500013599		Knorr Brake Co-IFE North America	G140-SHOP SUPPLIES	2,254.12	
4500013600		Cubic Transportation Systems	G290-FARE REVENUE EQUIP	144.96	
4500013601		Mark Carass	P120-BLDG/FACILITY REPRS	158.00	
4500013602		P & R Paper Supply Company Inc	G180-JANITORIAL SUPPLIES	582.08	
4500013603		Prudential Overall Supply	G180-JANITORIAL SUPPLIES	1,188.21	
4500013604		Robcar Corporation	G110-BUS/TROLLEY SIGNAGE	40.95	
4500013605		West End Holdings Inc	P260-TESTING & ANALYSIS	225.00	
4500013606		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,532.47	
4500013607		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	345.37	
4500013608		Sunroad Auto LLC	B250-BUS REPAIR PARTS	442.41	
4500013609	7/28/2017		B250-BUS REPAIR PARTS	859.55	
4500013610		S&A Systems Inc	B250-BUS REPAIR PARTS	1,210.04	
4500013611		Pacific Railway Enterprises Inc	P520-A & E/DESIGN	60,000.00	
4500013612		Pacific Railway Enterprises Inc	P520-A & E/DESIGN	98,500.00	
4500013613		Airgas Inc	G190-SAFETY/MED SUPPLIES	272.57	
4500013614		American Battery Corporation	M130-CROSSING MECHANISM	460.78 3,452.40	
4500013615	7/28/2017		A120-AUTO/TRUCK GASOLINE		

		Purchase C		
PO Number	PO Date	Name	Material Group	PO Value
4500013616		Robcar Corporation	G190-SAFETY/MED SUPPLIES	129.30
500013617		Ricoh USA Inc	I120-INFO TECH, SVCS	6,160.00
500013618		General Signals Inc	M130-CROSSING MECHANISM	4,018.68
500013619		B Hepworth & Company Limited	R120-RAIL/LRV CAR BODY	414.84
500013620		Southern Counties Lubricants LLC	A120-AUTO/TRUCK GASOLINE	21,186.02
500013621	7/28/2017	R.S. Hughes Co Inc	G190-SAFETY/MED SUPPLIES	260.17
500013622	7/31/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	2,072.24
500013623	7/31/2017	SPX Corporation	G290-FARE REVENUE EQUIP	199.62
500013624	7/31/2017	Transit Holdings Inc	B130-BUS BODY	278.09
500013625	7/31/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	1,019.57
500013626	7/31/2017	Citywide Auto Glass Inc	B250-BUS REPAIR PARTS	1,227.28
500013627	7/31/2017	TK Services Inc	B250-BUS REPAIR PARTS	41.72
500013628	7/31/2017	Genuine Parts Co	B250-BUS REPAIR PARTS	151.89
500013629		Keys & Engraving Inc	G240-UNIFORM PROCUREMENT	445.44
500013630		Transit Holdings Inc	B250-BUS REPAIR PARTS	846.00
500013631		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	107.40
500013632		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	11,896.77
500013633		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,252.60
500013634		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,824.84
500013635		Simplexgrinnell LP	P280-GENERAL SVC AGRMNTS	420.00
500013636		JKL Cleaning Systems	P130-EQUIP MAINT REPR SVC	675.42
500013637		Transit Holdings Inc	B250-BUS REPAIR PARTS	457.13
500013640		Comfort Mechanical Inc	M180-STATION ELECTRICAL	987.00
500013642		Konecranes Inc	P130-EQUIP MAINT REPR SVC	818.00
500013643		Pressnet Express Inc	G280-FARE MATERIALS	2,903.87
500013643		Transit Holdings Inc	B130-BUS BODY	84.05
500013645		Kent Global Systems Inc	G180-JANITORIAL SUPPLIES	2,872.75
500013645		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,225.00
		Red Truck Fire & Safety Co.	P280-GENERAL SVC AGRMNTS	
500013647				181.48
500013648		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	375.58
500013649		All The King's Flags	M200-YARD FACILITIES	327.77
500013650		Flyers Energy LLC	R230-RAIL/LRV MECHANICAL	1,696.35
500013651		Selective Transit Parts Inc	R220-RAIL/LRV TRUCKS	23,299.86
500013652		Sid Tool Co	G180-JANITORIAL SUPPLIES	2,475.00
500013653		Applied Industrial Technologies-CA	G170-LUBRICANTS	1,269.53
500013654		Sherwin Williams Company	P140-MAINTENANCE, HVAC	234.04
500013655		Siemens Industry Inc	R140-RAIL/LRV DOORS/RAMP	6,090.58
500013656		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,265.25
500013657		FRS Environmental Inc	G130-SHOP TOOLS	490.00
500013658		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,806.35
500013659		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	19,666.35
500013660		Transit Holdings Inc	B140-BUS CHASSIS	370.99
500013661		National Petroleum, Inc.	G140-SHOP SUPPLIES	1,169.84
500013662	8/1/2017	Charlie Shoaf	P310-ADVERTISING SERVICES	825.00
500013663		ACCO Brands Corporation	G200-OFFICE SUPPLIES	670.00
500013664		Downtown San Diego Partnership	G250-NOVELTIES & AWARDS	1,200.00
500013665		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,645.47
500013666	8/1/2017	Municipal Information Technology	I110-INFORMATION TECH	160.00
500013667		Bryce Fastener	F180-BUILDING MATERIALS	128.00
500013668		Tri-Signal Integration Inc	P110-BLDG MAINTENANCE	1,119.98
500013669		Transit Holdings Inc	B130-BUS BODY	9,240.67
500013670		Tri-Signal Integration Inc	F110-SHOP/BLDG MACHINERY	457.63
500013671		Office Solutions	G200-OFFICE SUPPLIES	196.66
500013672		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	295.00
500013673		Kenneth Place	G130-SHOP TOOLS	1,217.47
500013675		Knorr Brake Company	R220-RAIL/LRV TRUCKS	7,360.05
	5, 1, 2011			
	8/2/2017	Transit Holdings Inc	IB160-BUS ELECTRICAL	1 ()83 13
500013676 500013677		Transit Holdings Inc Cummins Pacific LLC	B160-BUS ELECTRICAL B200-BUS PWR TRAIN EQUIP	1,083.13 3,106.77

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013679	8/2/2017	Mohawk Mfg & Supply Co	B130-BUS BODY	1,213.97	
4500013680	8/2/2017	Cummins-Allison	P130-EQUIP MAINT REPR SVC	269.45	
4500013681	8/2/2017	BJ's Rentals	P160-EQUIPMENT RENTALS	533.42	
4500013682	8/2/2017	Jankovich Company	G170-LUBRICANTS	2,933.49	
4500013683	8/2/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	3,046.63	
4500013684	8/2/2017	Culligan of San Diego	G140-SHOP SUPPLIES	897.60	
4500013685	8/2/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	878.95	
4500013686	8/2/2017	Applied Industrial Technologies-CA	G140-SHOP SUPPLIES	1,165.00	
4500013687	8/2/2017	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	2,827.98	
4500013688	8/2/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	788.97	
4500013689	8/2/2017	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	2,700.00	
4500013690	8/2/2017	Louis Sardo Upholstery Inc	B130-BUS BODY	1,285.73	
4500013691	8/2/2017	Cubic Transportation Systems	B190-BUS FARE EQUIP	2,469.38	
4500013692	8/2/2017	Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	1,265.84	
4500013693		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,800.18	
4500013694	8/2/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	539.33	
4500013695	8/2/2017	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	228.00	
4500013696	8/2/2017	San Diego Electric, Inc.	F110-SHOP/BLDG MACHINERY	177.79	
4500013697		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	206.64	
4500013698	8/2/2017	Cubic Transportation Systems	B190-BUS FARE EQUIP	1,616.25	
4500013699	8/2/2017	AxleTech LLC	B140-BUS CHASSIS	8,787.57	
4500013700	8/3/2017	Transit Holdings Inc	B140-BUS CHASSIS	25,681.05	
4500013701	8/3/2017	Gillig LLC	B130-BUS BODY	13,919.50	
4500013702	8/3/2017	Ninyo & Moore	C120-SPECIALTY CONTRACTOR	3,000.00	
4500013703	8/3/2017	Aztec Shops, Ltd.	P160-EQUIPMENT RENTALS	516.00	
4500013704		Transit Holdings Inc	B250-BUS REPAIR PARTS	783.46	
4500013705	8/3/2017	Acuity Specialty Products Inc	G180-JANITORIAL SUPPLIES	1,390.24	
4500013706		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	363.07	
4500013707		General Information Systems Ltd	G120-SECURITY	477.00	
4500013708		San Diego Community College Distric	P310-ADVERTISING SERVICES	1,400.00	
4500013709		UC Regents	P310-ADVERTISING SERVICES	3,264.00	
4500013710		Alliant Insurance Services Inc	P370-RISK MANAGEMENT	103.25	
4500013711		Tacos & Gorditas para sus Fiestas	P440-CATERING SERVICES	2,280.00	
4500013712		On Center Software Inc	I140-IT CAPITAL SOFTWARE	500.00	
4500013713		R.S. Hughes Co Inc	G160-PAINTS & CHEMICALS	5,570.36	
4500013714		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,806.35	
4500013715		Agricultural Pest Control Svcs	P110-BLDG MAINTENANCE	630.00	
4500013716		711 Print Enterprises Inc	G120-SECURITY	1,679.83	
4500013717		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	231.28	
4500013718		JKL Cleaning Systems	P130-EQUIP MAINT REPR SVC	305.77	
4500013719		Carlos Guzman Inc	G180-JANITORIAL SUPPLIES	1,730.47	
4500013720		BAME Renaissance Inc	P160-EQUIPMENT RENTALS	150.00	
4500013721		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	295.26	
4500013722		Tribologik Corporation	G140-SHOP SUPPLIES	3,663.50	
4500013723		Industrial Maintenance Supply LLC	G150-FASTENERS	265.75	
4500013724		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	402.48	
4500013725		Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	13,360.29	
4500013726		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,304.44	
4500013727		Siemens Industry Inc	R120-RAIL/LRV CAR BODY	28,374.89	
4500013728		Newark Corporation	G290-FARE REVENUE EQUIP	4,087.78	
4500013729		Home Depot USA Inc	G130-SHOP TOOLS	310.71	
4500013730		Office Solutions	G200-OFFICE SUPPLIES	349.70	
4500013731		Knorr Brake Company	R160-RAIL/LRV ELECTRICAL	31,707.41	
4500013732		Schunk Carbon Technology LLC	R220-RAIL/LRV TRUCKS	3,278.29	
4500013733		W.W. Grainger Inc	G140-SHOP SUPPLIES	73.14	
4500013734		Comfort Mechanical Inc	M180-STATION ELECTRICAL	987.00	
4500013735		Standard Bent Glass Corp	R120-RAIL/LRV CAR BODY	19,236.88	
4500013736		Kurt Morgan	G200-OFFICE SUPPLIES	534.46	
4500013737	8/7/2017	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	3,275.60	

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500013738	8/7/2017	Home Depot USA Inc	G220-OFFICE EQUIPMENT	18.27
4500013739	8/7/2017	Norman Industrial Materials	B250-BUS REPAIR PARTS	446.85
4500013740	8/7/2017	Ferguson Enterprises	F110-SHOP/BLDG MACHINERY	204.56
4500013741	8/7/2017	Gillig LLC	B250-BUS REPAIR PARTS	99.77
4500013742	8/7/2017	Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	33.72
4500013743		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,831.01
4500013744		Transit Holdings Inc	B160-BUS ELECTRICAL	2,249.39
4500013745		Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	20,023.92
4500013746		Western Pump Inc	F110-SHOP/BLDG MACHINERY	468.72
4500013747		B & S Graphics Inc	B250-BUS REPAIR PARTS	930.96
4500013748		Gillig LLC	B250-BUS REPAIR PARTS	75.53
4500013749		JKL Cleaning Systems	F110-SHOP/BLDG MACHINERY	49.55
4500013750		Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	2,693.49
4500013751		CDW LLC	I110-INFORMATION TECH	416.83
4500013752		Soco Group Inc	G170-LUBRICANTS	571.36
4500013753		W.W. Grainger Inc	I110-INFORMATION TECH	276.28
4500013754		Automated Railroad Maint. Systems	I110-INFORMATION TECH	2,707.54
4500013754		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	2,707.34
4500013755		Mohawk Mfg & Supply Co	B140-BUS CHASSIS B140-BUS CHASSIS	<u>2,875.30</u> 524.96
4500013756		Grah Safe & Lock Inc	G290-FARE REVENUE EQUIP	194.00
4500013757			G290-FARE REVENUE EQUIP	
		Team One Repair Inc		123.86
4500013759		Transit Holdings Inc	P540-MAINTENANCE TRAINING	831.32
4500013760		Sid Tool Co	P540-MAINTENANCE TRAINING	537.85
4500013761		Mecatran SARL	I110-INFORMATION TECH	15,500.00
4500013762		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,787.85
4500013763		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	2,154.88
4500013764		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	286.97
4500013765		NS Corporation	F110-SHOP/BLDG MACHINERY	422.91
4500013766		Mcmaster-Carr Supply Co	P190-REV VEHICLE REPAIRS	24.96
4500013767		Norman Industrial Materials	B250-BUS REPAIR PARTS	594.06
4500013768		Gillig LLC	B250-BUS REPAIR PARTS	191.83
4500013770		Controlled Motion Solutions Inc	R220-RAIL/LRV TRUCKS	911.57
4500013771		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	44.49
4500013772		Comfort Mechanical Inc	M160-SUMP PUMP STATIONS	997.00
4500013773		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	527.29
4500013774		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	1,832.83
4500013775		IPC (USA), Inc.	A120-AUTO/TRUCK GASOLINE	19,845.14
4500013776	8/8/2017	Steven Timme	C140-CONSTRUCTION MGT SRV	2,389.50
4500013777	8/8/2017	JP Morgan Chase Bank	G200-OFFICE SUPPLIES	269.38
4500013778	8/8/2017	Robcar Corporation	G110-BUS/TROLLEY SIGNAGE	1,515.50
4500013779	8/8/2017	SiteOne Landscape Supply Holding	F190-LANDSCAPING MAT'LS	200.64
4500013780	8/8/2017	Kenneth Place	F190-LANDSCAPING MAT'LS	1,697.89
4500013781	8/8/2017	Home Depot USA Inc	F190-LANDSCAPING MAT'LS	403.58
4500013782	8/8/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,131.38
4500013783	8/8/2017	Anderson & Brabant, Inc.	P550-REAL ESTATE	3,500.00
4500013784		Home Depot USA Inc	G160-PAINTS & CHEMICALS	619.23
4500013785		Vallen Distribution Inc.	G120-SECURITY	1,101.73
4500013786		Airgas Inc	G140-SHOP SUPPLIES	3,010.43
4500013787		CDW LLC	I110-INFORMATION TECH	690.33
4500013788		Steven Timme	G110-BUS/TROLLEY SIGNAGE	1,168.02
4500013789		Cardiac Science Corporation	G190-SAFETY/MED SUPPLIES	64.00
4500013790		Knorr Brake Company	R220-RAIL/LRV TRUCKS	7,169.33
4500013792		Ansaldo Sts Usa Inc	M150-PWR SWITCHES/LOCKS	2,063.07
4500013792		California Sheet Metal Works	R160-RAIL/LRV ELECTRICAL	1,268.35
4500013793		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,818.68
4500013794		Allied Refrigeration Inc	R170-RAIL/LRV HVAC	413.63
		Eran Hason		
4500013797			P120-BLDG/FACILITY REPRS	65.00
4500013798		West-Lite Supply Co Inc		345.88
4500013799	0/9/2017	Carlson & Beauloye Machine Shop	R240-RAIL/LRV REPR PARTS	1,520.00

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013800	8/9/2017	Winchester Industries Inc	P130-EQUIP MAINT REPR SVC	144.00	
4500013801	8/9/2017	Sid Tool Co	G130-SHOP TOOLS	115.57	
4500013802	8/9/2017	Team One Repair Inc	G290-FARE REVENUE EQUIP	476.66	
4500013803	8/9/2017	Prudential Overall Supply	G180-JANITORIAL SUPPLIES	5,139.00	
4500013804	8/9/2017	Applied Industrial Technologies-CA	G170-LUBRICANTS	1,252.96	
4500013805	8/10/2017	JKL Cleaning Systems	F110-SHOP/BLDG MACHINERY	38.74	
4500013806	8/10/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,136.63	
4500013807	8/10/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	39,508.30	
4500013808	8/10/2017	Transit Holdings Inc	B160-BUS ELECTRICAL	202.47	
4500013809	8/10/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,818.68	
4500013810	8/10/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,420.01	
4500013811	8/10/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	365.05	
4500013812	8/10/2017	Body Beautiful Car Wash Inc	P210-NON-REV VEH REPAIRS	2,800.00	
4500013813	8/10/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	417.61	
4500013814	8/10/2017	Gillig LLC	B250-BUS REPAIR PARTS	890.70	
4500013815	8/10/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,532.47	
4500013816	8/10/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,036.43	
4500013817		All The King's Flags	G250-NOVELTIES & AWARDS	292.34	
4500013818		Parker Hannifin Corp	P130-EQUIP MAINT REPR SVC	1,400.00	
4500013819		Controlled Motion Solutions Inc	P130-EQUIP MAINT REPR SVC	1,066.73	
4500013820		Sid Tool Co	G150-FASTENERS	389.63	
4500013821	8/10/2017	Knorr Brake Company	R220-RAIL/LRV TRUCKS	459.96	
4500013822		General Auto Repair	P210-NON-REV VEH REPAIRS	791.94	
4500013823		Reid and Clark Screen Arts Co	P190-REV VEHICLE REPAIRS	376.59	
4500013824	8/11/2017	Home Depot USA Inc	G140-SHOP SUPPLIES	998.08	
4500013825		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,329.10	
4500013826	8/11/2017	Mission Linen Supply	G240-UNIFORM PROCUREMENT	1,746.85	
4500013827		Naylor, LLC	P310-ADVERTISING SERVICES	219.50	
4500013828	8/11/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	144.99	
4500013829	8/11/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	935.88	
4500013830	8/11/2017	Brown & Bigelow Inc	G240-UNIFORM PROCUREMENT	2,705.88	
4500013831	8/11/2017	Geoffrey Turchin	P310-ADVERTISING SERVICES	990.00	
4500013832		Gillig LLC	B140-BUS CHASSIS	852.54	
4500013833	8/11/2017	Brault Inc	1110-INFORMATION TECH	47,292.86	
4500013835	8/11/2017	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	20,023.92	
4500013836	8/11/2017	Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	1,058.55	
4500013837	8/11/2017	Smart Car Care Products Inc	R240-RAIL/LRV REPR PARTS	546.15	
4500013838	8/11/2017	Thompson Building Materials	R230-RAIL/LRV MECHANICAL	2,663.96	
4500013839	8/12/2017	Communications Usa Inc	P210-NON-REV VEH REPAIRS	1,806.96	
4500013840	8/12/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	2,083.45	
4500013841		General Auto Repair	P210-NON-REV VEH REPAIRS	245.00	
4500013842		Comfort Mechanical Inc	M180-STATION ELECTRICAL	987.00	
4500013843	8/12/2017	West End Holdings Inc	P260-TESTING & ANALYSIS	75.00	
4500013844		Kld Labs Inc	P130-EQUIP MAINT REPR SVC	15,232.00	
4500013845	8/12/2017	Airgas Refrigerants Inc	R170-RAIL/LRV HVAC	161.60	
4500013846		Kent Global Systems Inc	G180-JANITORIAL SUPPLIES	279.38	
4500013847		Kaman Industrial Technologies	G140-SHOP SUPPLIES	552.48	
4500013848		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	1,527.36	
4500013849		Battery Power Inc.	B160-BUS ELECTRICAL	28,006.95	
4500013850		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,902.17	
4500013851	8/14/2017	Cummins Pacific LLC	F110-SHOP/BLDG MACHINERY	4,147.18	
4500013852		Buswest LLC	B200-BUS PWR TRAIN EQUIP	116.37	
4500013853		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	4,196.95	
4500013854		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,800.18	
4500013855		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	5,887.20	
4500013856		Louis Sardo Upholstery Inc	B130-BUS BODY	3,498.38	
4500013857		Dartco Transmission	G130-SHOP TOOLS	1,072.55	
4500013858		Transit Holdings Inc	B250-BUS REPAIR PARTS	140.42	
4500013859		Gillig LLC	B250-BUS REPAIR PARTS	90.57	

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500013860	8/14/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,149.79
4500013861		E W Truck & Equipment Co Inc	F110-SHOP/BLDG MACHINERY	123.91
4500013863	8/14/2017	Battery Systems Inc	F110-SHOP/BLDG MACHINERY	926.44
4500013864	8/14/2017	3D Art Expo LLC	P310-ADVERTISING SERVICES	5,400.00
4500013865	8/14/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	170.50
4500013866	8/14/2017	Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	2,531.68
4500013869	8/14/2017	Elite Products Group, Inc.	C130-CONSTRUCTION SVCS	56,003.07
4500013870	8/14/2017	Smart Car Care Products Inc	R240-RAIL/LRV REPR PARTS	236.94
4500013871	8/14/2017	FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	13,433.40
4500013872	8/14/2017	Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	14,233.54
4500013873	8/15/2017	Capital One National Association	G200-OFFICE SUPPLIES	1,565.27
4500013874	8/15/2017	W.W. Grainger Inc	G140-SHOP SUPPLIES	1,039.17
4500013875	8/15/2017	Transit Products and Services	B250-BUS REPAIR PARTS	1,493.00
4500013876		Schunk Carbon Technology LLC	R190-RAIL/LRV PANTOGRAPH	623.88
4500013877	8/15/2017	Transit Holdings Inc	B130-BUS BODY	3,335.14
4500013878	8/15/2017	Team One Repair Inc	G290-FARE REVENUE EQUIP	13,978.26
4500013879		Transit Holdings Inc	B250-BUS REPAIR PARTS	125.42
4500013880		TK Services Inc	B250-BUS REPAIR PARTS	1,052.79
4500013881		Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	1,705.77
4500013882		Professional Contractors Supplies	G140-SHOP SUPPLIES	886.06
4500013883		Jeyco Products Inc	G150-FASTENERS	147.96
4500013884		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,800.18
4500013885		HI-TEC Enterprises	R120-RAIL/LRV CAR BODY	2,186.41
4500013886		TK Services Inc	B250-BUS REPAIR PARTS	534.95
4500013887	8/15/2017	Siemens Industry Inc	R120-RAIL/LRV CAR BODY	1,422.30
4500013888	8/15/2017		F110-SHOP/BLDG MACHINERY	206.88
4500013889		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,547.42
4500013890		Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	97.09
4500013891		Reid and Clark Screen Arts Co	P210-NON-REV VEH REPAIRS	230.16
4500013892	8/15/2017	Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	228.53
4500013893		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,700.71
4500013894		Praxair Distribution Inc.	T110-TRACK, RAIL	311.50
4500013895	8/15/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	848.02
4500013896		Raphael's Party Rentals Inc	P440-CATERING SERVICES	788.97
4500013897	8/15/2017	Chromate Industrial Corporation	G150-FASTENERS	3,071.09
4500013898	8/16/2017	Sherwin Williams Company	B250-BUS REPAIR PARTS	2,885.75
4500013899		Gillig LLC	B250-BUS REPAIR PARTS	57.54
4500013900	8/16/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,135.59
4500013901	8/16/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	260.88
4500013902	8/16/2017	Jeyco Products Inc	G150-FASTENERS	170.23
4500013903	8/16/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	146.84
4500013904	8/16/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	94.10
4500013905		Charter Industrial Supply Inc	P110-BLDG MAINTENANCE	504.44
4500013906	8/16/2017	TK Services Inc	B200-BUS PWR TRAIN EQUIP	476.48
4500013907	8/16/2017	Transit Holdings Inc	B130-BUS BODY	1,536.97
4500013908		Home Depot USA Inc	G110-BUS/TROLLEY SIGNAGE	69.46
4500013909	8/16/2017	Daniels Tire Service	A110-AUTO/TRUCK TIRES	403.02
4500013910	8/16/2017	Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	2,123.39
4500013911	8/16/2017	Verdugo Testing Co Inc	F200-TANK EQUIPMENT	48.73
4500013912	8/16/2017	· · ·	F110-SHOP/BLDG MACHINERY	331.87
4500013913	8/16/2017	Knorr Brake Company	P190-REV VEHICLE REPAIRS	10,154.36
4500013914		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	19,398.17
4500013915		Transit Holdings Inc	B120-BUS MECHANICAL PARTS	2,867.23
4500013916		Pressnet Express Inc	G230-PRINTED MATERIALS	344.80
4500013917		Pressnet Express Inc	G230-PRINTED MATERIALS	748.86
4500013918		Dimensional Silk Screen Inc	G110-BUS/TROLLEY SIGNAGE	273.69
4500013919		Eran Hason	P120-BLDG/FACILITY REPRS	160.08
4500013920		Home Depot USA Inc	F220-BENCHES, BUS	107.43
4500013921		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,781.69
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Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013922		Southern Counties Lubricants LLC	G170-LUBRICANTS	5,689.20	
4500013923		Ferguson Enterprises	F110-SHOP/BLDG MACHINERY	560.97	
4500013924		Capital One National Association	G200-OFFICE SUPPLIES	258.50	
4500013925		Ed Hanson's Muffler Service	B250-BUS REPAIR PARTS	220.49	
4500013926		Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	3,103.93	
4500013927		Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,532.47	
4500013928		Wesco Distribution Inc	F110-SHOP/BLDG MACHINERY	89.74	
4500013929		Citywide Auto Glass Inc	B250-BUS REPAIR PARTS	387.90	
4500013930		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	580.30	
4500013931		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	246.05	
4500013932		Gillig LLC	B250-BUS REPAIR PARTS	81.61	
4500013933		South County Economic Development	P310-ADVERTISING SERVICES	350.00	
4500013934		Norman Industrial Materials	B250-BUS REPAIR PARTS	513.03	
4500013935		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,181.14	
4500013936		Kaman Industrial Technologies	B250-BUS REPAIR PARTS	330.18	
4500013937		Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	28.87	
4500013938		Kurt Morgan	G140-SHOP SUPPLIES	132.19	
4500013939		GETGO Inc.		2,298.24	
4500013940		Translation & Simultaneous	P310-ADVERTISING SERVICES	3,405.60	
4500013941		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,694.73	
4500013942		Cummins-Allison	G290-FARE REVENUE EQUIP	241.95	
4500013943		Office Solutions	G200-OFFICE SUPPLIES	96.24	
4500013944		California Sheet Metal Works	R160-RAIL/LRV ELECTRICAL	713.44	
4500013945		Transit Holdings Inc	B250-BUS REPAIR PARTS	45.45	
4500013946		Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	126.65	
4500013947		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	103.05	
4500013948		BCP Systems Inc	G290-FARE REVENUE EQUIP	388.05	
4500013949		Golden State Supply LLC	G180-JANITORIAL SUPPLIES	11.29	
4500013950		Global Power Group Inc	G180-JANITORIAL SUPPLIES P120-BLDG/FACILITY REPRS	1,795.12 12,734.77	
4500013951 4500013952		ABC Construction Co., Inc. Knorr Brake Company	R160-RAIL/LRV ELECTRICAL	31,707.41	
4500013952		Audio Visual Innovations, Inc.	I110-INFORMATION TECH	210.00	
4500013953		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	42,080.65	
4500013955		CDW LLC	I110-INFORMATION TECH	280.11	
4500013956		Team One Repair Inc	G290-FARE REVENUE EQUIP	1,655.55	
4500013957		Nth Generation Computing Inc	I140-IT CAPITAL SOFTWARE	2,032.00	
4500013958		San Diego Union Tribune LLC	G230-PRINTED MATERIALS	539.27	
4500013959		Telliard Construction	F110-SHOP/BLDG MACHINERY	990.00	
4500013960		Kaman Industrial Technologies	G140-SHOP SUPPLIES	34.38	
4500013961		Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	454.96	
4500013962		Steven Timme	G230-PRINTED MATERIALS	2,050.45	
4500013963		Home Depot USA Inc	G180-JANITORIAL SUPPLIES	576.32	
4500013964		West End Holdings Inc	P260-TESTING & ANALYSIS	840.00	
4500013965		TK Services Inc	B250-BUS REPAIR PARTS	594.99	
4500013967		Apollo Video Technology	C110-GENERAL CONTRACTORS	2,999.99	
4500013968		Dartco Transmission	B200-BUS PWR TRAIN EQUIP	7,650.25	
4500013969		S&A Systems Inc	B250-BUS REPAIR PARTS	1,653.97	
4500013970		Transit Holdings Inc	B250-BUS REPAIR PARTS	127.12	
4500013971		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	42.37	
4500013972		I/O Controls Corporation	B250-BUS REPAIR PARTS	1,136.00	
4500013973		CDW LLC	I110-INFORMATION TECH	2,605.99	
4500013974		Transit Holdings Inc	B140-BUS CHASSIS	947.13	
4500013975		Tacos & Gorditas para sus Fiestas	P440-CATERING SERVICES	6,160.00	
4500013976		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,781.69	
4500013977		Gillig LLC	B250-BUS REPAIR PARTS	686.32	
4500013978		BriceHouse Station LLC	P310-ADVERTISING SERVICES	11,500.00	
4500013979		Romaine Electric Corporation	B160-BUS ELECTRICAL	6,615.96	
4500013980		Green Pearle International Inc	G230-PRINTED MATERIALS	3,291.31	
4500013981		Kenneth Place	F190-LANDSCAPING MAT'LS	1,012.62	

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500013982	8/22/2017	Reid and Clark Screen Arts Co	G110-BUS/TROLLEY SIGNAGE	783.88	
4500013983		The Gordian Group, Inc.	P120-BLDG/FACILITY REPRS	342.17	
4500013984	8/22/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,846.41	
4500013985	8/22/2017	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	120.04	
4500013986	8/22/2017	Madden Construction Inc	P280-GENERAL SVC AGRMNTS	998.00	
4500013987	8/22/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,787.85	
4500013988	8/22/2017	Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	2,472.34	
4500013989	8/22/2017	Kaman Industrial Technologies	P210-NON-REV VEH REPAIRS	48.43	
4500013990	8/22/2017	E W Truck & Equipment Co Inc	B120-BUS MECHANICAL PARTS	579.06	
4500013991	8/22/2017	Reid and Clark Screen Arts Co	P210-NON-REV VEH REPAIRS	72.41	
4500013992	8/22/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	30,461.12	
4500013993	8/22/2017	Daniels Tire Service	P210-NON-REV VEH REPAIRS	157.72	
4500013994	8/22/2017	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	632.07	
4500013995	8/22/2017	Professional Contractors Supplies	G160-PAINTS & CHEMICALS	1,097.44	
4500013996	8/22/2017	Sid Tool Co	G130-SHOP TOOLS	7.37	
4500013998	8/22/2017	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	199.86	
4500013999	8/22/2017	CBRE, Inc.	P280-GENERAL SVC AGRMNTS	871.26	
4500014000	8/22/2017	Wesco Distribution Inc	G270-ELECTRICAL/LIGHTING	311.58	
4500014001		ERA-Contact USA LLC	R130-RAIL/LRV COUPLER	662.67	
4500014002		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	49,572.58	
4500014003		Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	19,343.64	
4500014004	8/22/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	176.18	
4500014005		Charter Industrial Supply Inc	F110-SHOP/BLDG MACHINERY	279.56	
4500014006		Home Depot USA Inc	G180-JANITORIAL SUPPLIES	1,182.63	
4500014007		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,087.00	
4500014008		General Auto Repair	A140-AUTO/TRUCK REPAIR	594.44	
4500014009		W.W. Grainger Inc	B250-BUS REPAIR PARTS	139.30	
4500014010		San Diego Community College Distric	P540-MAINTENANCE TRAINING	1,030.10	
4500014011		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	299.25	
4500014012		PrideStaff Inc	C110-GENERAL CONTRACTORS	14,067.20	
4500014014		Neleco Products Inc	G170-LUBRICANTS	25,278.15	
4500014015	8/22/2017		B130-BUS BODY	2,007.18	
4500014017		Siemens Industry Inc	R220-RAIL/LRV TRUCKS	2,659.70	
4500014018		Magnetic Ticket & Label Corp	G280-FARE MATERIALS	29,814.34	
4500014019		Sportworks Northwest Inc	B130-BUS BODY	100.12	
4500014020		Kidde Technologies Inc	B200-BUS PWR TRAIN EQUIP	7,289.81	
4500014021		Golden Star Technology Inc	I110-INFORMATION TECH	14,547.50	
4500014022		Dell Marketing L.P.	I110-INFORMATION TECH	3,385.84	
4500014023		State of California	P180-LEASES, OTHER	3,500.00	
4500014024	8/23/2017	Airgas Refrigerants Inc	G140-SHOP SUPPLIES	3,107.25	
4500014025		W.W. Grainger Inc	G140-SHOP SUPPLIES	1,395.74	
4500014026		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,794.02	
4500014027		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	1,515.41	
4500014028		Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	570.65	
4500014029		Transit Holdings Inc	B140-BUS CHASSIS	1,279.34	
4500014030		Transit Holdings Inc	B160-BUS ELECTRICAL	445.36	
4500014031		Charter Industrial Supply Inc	B120-BUS MECHANICAL PARTS	271.13	
4500014032		Office Solutions	G200-OFFICE SUPPLIES	128.96	
4500014033		R.S. Hughes Co Inc	G160-PAINTS & CHEMICALS	1,536.99	
4500014034		Jeyco Products Inc	B130-BUS BODY	822.36	
4500014035		West-Lite Supply Co Inc	M200-YARD FACILITIES	98.40	
4500014036		Willy's Electronic Supply Co	G130-SHOP TOOLS	261.36	
4500014037		Daniels Tire Service	A110-AUTO/TRUCK TIRES	401.40	
4500014038		Mouser Electronics Inc	B250-BUS REPAIR PARTS	143.74	
4500014039		West End Holdings Inc	P260-TESTING & ANALYSIS	450.00	
4500014040		Chromate Industrial Corporation	R180-RAIL/LRV LIGHTING	94.43	
		Transwest San Diego LLC	B120-BUS MECHANICAL PARTS	884.64	
4500014041	8/23/2017				
4500014041 4500014042		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	286.97	

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500014044	8/23/2017	OneSource Distributors, LLC	R160-RAIL/LRV ELECTRICAL	900.79
4500014045	8/23/2017	Gillig LLC	B250-BUS REPAIR PARTS	124.76
4500014046	8/23/2017	ASPEQ Heating Group LLC	R120-RAIL/LRV CAR BODY	20,257.00
4500014047	8/23/2017	Allied Refrigeration Inc	B250-BUS REPAIR PARTS	68.02
4500014048	8/23/2017	BCP Systems Inc	G290-FARE REVENUE EQUIP	3,092.43
4500014049	8/23/2017	Flyers Energy LLC	G170-LUBRICANTS	3,042.13
4500014050	8/23/2017	Sid Tool Co	G180-JANITORIAL SUPPLIES	93.67
4500014051	8/24/2017	Charter Industrial Supply Inc	P110-BLDG MAINTENANCE	194.81
4500014052	8/24/2017	Vern Rose Inc	G140-SHOP SUPPLIES	430.55
4500014053		Transit Holdings Inc	B250-BUS REPAIR PARTS	215.55
4500014054	8/24/2017	Freeby Signs	B250-BUS REPAIR PARTS	344.26
4500014055	8/24/2017		B250-BUS REPAIR PARTS	290.32
4500014056	8/24/2017	Grah Safe & Lock Inc	F110-SHOP/BLDG MACHINERY	958.98
4500014057	8/24/2017	San Diego Community College Distric	P540-MAINTENANCE TRAINING	720.00
4500014058	8/24/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	60.17
4500014059	8/24/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	47.17
4500014060	8/24/2017		B160-BUS ELECTRICAL	1,667.00
4500014061		Mcmaster-Carr Supply Co	P120-BLDG/FACILITY REPRS	36.48
4500014062		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,812.51
4500014063		CDW LLC	I110-INFORMATION TECH	381.90
4500014064		Hani Toma	P130-EQUIP MAINT REPR SVC	85.00
4500014065	8/24/2017	Pembrook Inc	I120-INFO TECH, SVCS	1,710.00
4500014066		Transit Holdings Inc	R180-RAIL/LRV LIGHTING	1,797.53
4500014067	8/24/2017	Westair Gases & Equipment Inc	P280-GENERAL SVC AGRMNTS	1,077.92
4500014068		Transit Holdings Inc	B140-BUS CHASSIS	2,572.85
4500014069	8/25/2017	Staples Contract & Commercial Inc	G140-SHOP SUPPLIES	242.41
4500014070	8/25/2017	Citywide Auto Glass Inc	A110-AUTO/TRUCK TIRES	456.60
4500014071	8/25/2017	Transtechnik Corp USA	R160-RAIL/LRV ELECTRICAL	18,351.30
4500014072		Konecranes Inc	P130-EQUIP MAINT REPR SVC	2,529.30
4500014073		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	1,683.64
4500014074		NMS Management Inc	P280-GENERAL SVC AGRMNTS	63.26
4500014075		Brian Pusey	F110-SHOP/BLDG MACHINERY	384.00
4500014076		Brian Pusey	F110-SHOP/BLDG MACHINERY	384.00
4500014077		San Diego Pump, Inc.	F110-SHOP/BLDG MACHINERY	1,551.60
4500014078		Luminator Mass Transit, LLC	B250-BUS REPAIR PARTS	601.25
4500014079		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	40,443.97
4500014080		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,812.51
4500014081		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,664.55
4500014082		Office Solutions	G200-OFFICE SUPPLIES	619.61
4500014083		BJ's Rentals	F170-MATL HANDLING EQUIP	1,287.57
4500014084		AWRC Inc	P280-GENERAL SVC AGRMNTS	2,200.00
4500014085		Charter Industrial Supply Inc	R220-RAIL/LRV TRUCKS	2,325.85
4500014086		Home Depot USA Inc	F180-BUILDING MATERIALS	102.25
4500014087		Waxie Sanitary Supply Inc	G140-SHOP SUPPLIES	1,015.61
4500014088		Willy's Electronic Supply Co	B160-BUS ELECTRICAL	992.38
4500014089		Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	3,969.90
4500014090		W.W. Grainger Inc	I110-INFORMATION TECH	330.99
4500014091		Stotz Equipment	P210-NON-REV VEH REPAIRS	823.60
4500014092		Robcar Corporation	F180-BUILDING MATERIALS	167.89
4500014093		Madden Construction Inc	P280-GENERAL SVC AGRMNTS	996.00
4500014094		Comfort Mechanical Inc	M180-STATION ELECTRICAL	987.00
4500014095		Ron Baker Chevrolet	P210-NON-REV VEH REPAIRS	1,865.73
4500014096		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,843.34
4500014097		Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,543.20
4500014098		Waxie Sanitary Supply Inc	G140-SHOP SUPPLIES	754.67
4500014099		R.S. Hughes Co Inc	G140-SHOP SUPPLIES	2,163.44
4500014100		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,701.54
4500014101		Western Pump Inc	G140-SHOP SUPPLIES	870.62
4500014102	8/28/2017	Gillig LLC	G170-LUBRICANTS	34.51

PO Number PO D Value Name Material Group PO Value 500014104 828/2017 Asburg Environmental Services B200-BUS PWR TRAIN EQU/P 2.983.13 500014105 828/2017 Kaman Industrial Technologies B200-BUS PWR TRAIN EQU/P 2.983.13 500014107 828/2017 Finde Stand Commercial Inc. C200-CFFICE SUPPLIES 3.284.00 500014108 828/2017 Finde Enterprise Inc. P440-CATTENIG SERVICES 1.500.00 500014108 828/2017 Finde Enterprise Inc. P440-CATTENIG SERVICES 1.500.00 500014111 828/2017 Finde Enterprise Inc. P440-CATTENIG SERVICES 1.500.00 500014111 828/2017 Kaman Industrial Technologies P140-CATTENIG SERVICES 1.500.00 500014111 828/2017 Kaman Industrial Technologies P140-CATTENIG SERVICES 1.500.00 500014112 829/2017 Name Detring Inc. G1120-SHOPHILDG MACHINERY 1.867.65 500014121 829/2017 Finde SERVICE 1.500.00 1.427.20 500014121 829/2017 Fanathedings Inc.	Purchase Orders				
500014104 8/28/2017 Asbury Environmental Services B200-BUS PK/R TRAIN EQUIP 2,963,13 500014106 8/28/2017 Staples Contract & Commercial Inc. G200-OFFICE SUPPLIES 3,364,97 500014107 8/28/2017 Finage not staple of the staple of th	PO Number	PO Date			PO Value
500014105 8/282017 Kaman Industrial Technologies B250-BUS REPAIR PARTS 308.64 500014107 8/282017 Subjes Contracts & Commorcial Inc. G200-CPFICE SUPPLIES 3,334.97 500014108 8/282017 Fetreprise Inc. P440-CATERING SERVICES 1,500.01 500014110 8/282017 Fetreprise Inc. P440-CATERING SERVICES 1,500.01 500014110 8/282017 Western Pump Inc. E110-SHOP/BLDG MACHINERY 550.49 500014111 8/292017 Western Pump Inc. E110-SHOP/BLDG MACHINERY 1,843.34 500014113 8/292017 Win Graingain Inc. E220-BUS REPAIR PARTS 862.53 500014116 8/292017 Microsterne Oil Company A120-ALITO/TRUCK GASOLINE 1,843.34 500014121 8/292017 Microster-Carr Supply Co E230-BUS REPAIR PARTS 62.40 50001412 8/292017 Microster-Carr Supply Co E230-BUS REPAIR PARTS 897.00 50001412 8/292017 Microster-Carr Supply Co E230-BUS REPAIR PARTS 987.02 50001412 8/292017 Microster-Carr Supply Co	4500014103	8/28/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	198.26
5500014106 8/282017 Staples Contract & Commercial Inc. C200-OFFICE SUPPLIES 3,384.97 5500014107 8/282017 Freeby Signs B220-BUS REPAIR PARTS 739.18 5500014108 8/282017 Firge Enterprise Inc. P440-CATERING SERVICES 1,600.00 5500014111 8/282017 Kaman Industrial Technologies P190-REV VEHICLE REPAIRS 357.23 5500014113 8/292017 Meatern Pump Inc. F110-SHOPRILDG MACHINERY 550.49 5500014113 8/292017 Meatern Pump Inc. F110-SHOPRILDG MACHINERY 142.3 5500014113 8/292017 Meanmark Holdings Inc. E320-AUTOTRUCK GASCUINE 1,443.94 5500014113 8/292017 Meanster-Carr Supply Co. G130-SHOP RDOLS MACHINERY 200.44 5500014121 8/292017 Measter-Carr Supply Co. E320-BUS REPAIR PARTS 62.40 5500014121 8/292017 Measter-Carr Supply Co. E226-BUS REPAIR PARTS 62.40 5500014121 8/292017 Measter-Carr Supply Co. E226-BUS REPAIR PARTS 62.40 5500014123 8/292017 Transk Holdin	4500014104	8/28/2017	Asbury Environmental Services	B200-BUS PWR TRAIN EQUIP	2,963.13
500014107 e282007 Peubgeny Signs B220-BUS REPAR PARTS 739.18 500014108 e282007 Petroprise Inc P440-CATERING SERVICES 1.500.01 500014110 e2820071 Returns Industrial Technologies P190-REV VeHICLE REPARS 357.23 500014111 e2820071 Mestern Pump Inc E110-SHOP/BLOG MACHINERY 550.44 500014112 e2820071 Mestern Pump Inc E170-SHOP/BLOG MACHINERY 550.44 500014111 e2820071 Merimac Petroleum Inc A120-AUTO/TRUCK GASOLINE 19.483.34 500014111 e2820071 Wording End F110-SHOP/BLOG MACHINERY 10.729 500014112 e2920071 Wordings Inc B220-BUS REPAIR PARTS 962.40 500014120 e2920071 Construction Inc P280-GENERAL SVC AGRMNTS 997.00 500014121 e2920071 Mesternaster-Carr Supply Co B20-GENERAL SVC AGRMNTS 997.00 500014121 e2920071 Eargenet Group Inc M120-ATTRICK GASOLINE 993.00 500014120 e2920071 Eargenet Group Inc M120-AUTREAD CATENARY SYS	4500014105	8/28/2017	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	308.64
500014108 4/28/2017 [Freeby Signs B250-BUS REPAIR PARTS 739.18 500014109 4/28/2017 [Kinge Enterpresine Inc P440-CATERING SERVICES 1.500.00 500014111 8/28/2017 [Kinge Enterpresine Inc F110-SHOP/BLOB MACHINERY 550.49 500014111 8/29/2017 [Kinge Enterpresine Inc F110-SHOP/BLDB MACHINERY 550.49 500014113 8/29/2017 [Kinger Enterpresine Inc A120-ALITO/TRUCK GASOLINE 19.857.65 500014113 8/29/2017 [Kinger Enterpresine Inc F110-SHOP/BLDB MACHINERY 107.22 500014116 8/29/2017 [Kinger Enterpresine] F110-SHOP/BLDB MACHINERY 209.04 500014113 8/29/2017 [Kinger Enterpresine] F110-SHOP/BLDB MACHINERY 209.04 500014121 8/29/2017 [Minger Enterpresine] F110-SHOP/BLDB MACHINERY 209.04 500014121 8/29/2017 [Minger Enterpresine] M20-OKINERAL SVC AGRINTS 62.40 500014121 8/29/2017 [Minger Enterpresine] M20-OKINERAL SVC AGRINTS 69.00 500014124 8/29/2017 [Minger Enterpresine] M20-OKINERAL SVC AGRINTS 69.00 500014123 8/29/2017 [Minger Enterpresine] M20-OKINERAL	4500014106	8/28/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	3,334.97
500014108 4/28/2017 [Freeby Signs B250-BUS REPAIR PARTS 739.18 500014109 4/28/2017 [Kinge Enterpresine Inc P440-CATERING SERVICES 1.500.00 500014111 8/28/2017 [Kinge Enterpresine Inc F110-SHOP/BLOB MACHINERY 550.49 500014111 8/29/2017 [Kinge Enterpresine Inc F110-SHOP/BLDB MACHINERY 550.49 500014113 8/29/2017 [Kinger Enterpresine Inc A120-ALITO/TRUCK GASOLINE 19.857.65 500014113 8/29/2017 [Kinger Enterpresine Inc F110-SHOP/BLDB MACHINERY 107.22 500014116 8/29/2017 [Kinger Enterpresine] F110-SHOP/BLDB MACHINERY 209.04 500014113 8/29/2017 [Kinger Enterpresine] F110-SHOP/BLDB MACHINERY 209.04 500014121 8/29/2017 [Minger Enterpresine] F110-SHOP/BLDB MACHINERY 209.04 500014121 8/29/2017 [Minger Enterpresine] M20-OKINERAL SVC AGRINTS 62.40 500014121 8/29/2017 [Minger Enterpresine] M20-OKINERAL SVC AGRINTS 69.00 500014124 8/29/2017 [Minger Enterpresine] M20-OKINERAL SVC AGRINTS 69.00 500014123 8/29/2017 [Minger Enterpresine] M20-OKINERAL	4500014107			G140-SHOP SUPPLIES	
5000141109 8/28/2017 El Tigre Enterprise Inc P440-CATERING SERVICES 1.500.00 500014110 8/28/2017 Kaman Industrial Technologies P100-REV VEHICLE REPAIRS 357.23 500014112 8/28/2017 Koso Group Inc G170-LUBRICANTS 1.42.22 500014113 8/28/2017 Supreme Oil Company A120-AUTO/TRUCK GASOLINE 1.84.27 500014116 8/28/2017 Kw Grainger Inc F110-SHOP/RLDG MACHINERY 107.28 500014118 8/28/2017 Kmaster-Carr Supply CO G30-SHOP TOOLS 240.73 500014120 8/28/2017 Kmaster-Carr Supply CO B250-BUS REPAIR PARTS 62.40 500014121 8/28/2017 Kmaster-Carr Supply CO B250-BUS REPAIR PARTS 62.40 500014122 8/28/2017 Kmaster-Carr Supply CO B250-BUS REPAIR PARTS 62.40 500014124 8/28/2017 Kmaster-Carr Supply CO B250-BUS REPAIR PARTS 1.41.79 500014126 8/28/2017 Kmaster-Carr Supply CO B250-BUS REPAIR PARTS 1.41.79 500014126 8/28/2017 Kmaster-Carr Supply LC G1	4500014108			B250-BUS REPAIR PARTS	739.18
5500014111 8/28/2017 Mextern Pump Inc F110-SHOPRLDG MACHINERY 550.4 5500014111 8/28/2017 Seco Group Inc G170-LUBRICANTS 1.142.72 5500014116 8/28/2017 Seco Group Inc G170-LUBRICANTS 1.142.72 5500014116 8/28/2017 Suprame Oil Company A120-ALITO/TRUCK GASOLINE 1.843.34 5500014113 8/28/2017 Fininsit Holdings Inc E20-OBUS REPAIR PARTS 962.63 5500014120 8/28/2017 Tomait Holdings Inc E20-OBUS REPAIR PARTS 962.63 5500014121 8/28/2017 CASEI F110-SHOP/BLOG MACHINERY 209.04 5500014123 8/28/2017 Comotif Mechanical Inc P120-OVRHEAD CATENARY SYS 754.25 5500014123 8/28/2017 Comotif Mechanical Inc M180-STATION ELECTRICAL 993.001 5500014126 8/28/2017 Comotif Mechanical Inc B120-SUTSTATION ELECTRICAL 93.02 5500014126 8/28/2017 Communications Usa Inc B120-SUTSTATION ELECTRICAL 93.02 5500014126 8/28/2017 Statustinal Holdings Inc B120-SEC	4500014109			P440-CATERING SERVICES	1,500.00
500011112 8/29/2017 Noco Group Inc 6170-LUBRICANTS 1.142.72 50001113 8/29/2017 Numerimac Petroleum Inc A120-AUT/ORTRUCK GASOLINE 1.983.76 50001113 8/29/2017 Numerimac Petroleum Inc A120-AUT/ORTRUCK GASOLINE 1.983.34 500011118 8/29/2017 Tinasit Holdings Inc B250-BUS REPAIR PARTS 5022.34 500011121 8/29/2017 Komast Holdings Inc B250-BUS REPAIR PARTS 622.35 500011121 8/29/2017 Komaster-Carr Supply Co B230-BUS REPAIR PARTS 62.40 500011123 8/29/2017 Monaster-Carr Supply Co B230-BUS REPAIR PARTS 7.64.20 500011125 8/29/2017 Tona Carpenter Group Inc M120-OVRHEAD CATENARY SVS 754.25 500011125 8/29/2017 Comfort Mechanical Inc B250-BUS REPAIR PARTS 1.117.99 500011128 8/29/2017 Stants Holdings Inc B250-BUS REPAIR PARTS 1.179.91 500011128 8/29/2017 Stants Holdings Inc B250-BUS REPAIR PARTS 1.17.99 500011128 8/29/2017 Transit Holdings Inc	4500014110			P190-REV VEHICLE REPAIRS	
550014113 8/29/2017 Merrinaco Petroleum Inc A120-AUTO/TRUCK GASOLINE 19,857.65 550014116 8/29/2017 Supreme Oli Company A120-AUTO/TRUCK GASOLINE 19,857.65 550014119 8/29/2017 Transi Holdings inc E10-SHOP/BLDG MACHINERY 107.29 550014119 8/29/2017 Memaster-Carr Supply Co G130-SHOP TOOLS 240.73 560014120 8/29/2017 Memaster-Carr Supply Co B250-BUS REPAIR PARTS 62.40 5500014121 8/29/2017 Madden Construction Inc P280-GENERAL SVC AGRMNTS 997.00 5500014123 8/29/2017 Macden Construction Inc P280-GENERAL SVC AGRMNTS 993.00 5500014124 8/29/2017 Macden Construction Inc B250-BUS REPAIR PARTS 1,417.99 5500014126 8/29/2017 Sax Systems Inc B250-BUS REPAIR PARTS 1,417.99 5500014127 8/29/2017 Sax Systems Inc B250-BUS REPAIR PARTS 1,417.99 5500014128 8/29/2017 Gormmunications Usa Inc G120-SECURITY 19,724.10 5500014129 8/29/2017 Gormmunications Usa Inc </td <td>4500014111</td> <td>8/29/2017</td> <td>Western Pump Inc</td> <td>F110-SHOP/BLDG MACHINERY</td> <td>550.49</td>	4500014111	8/29/2017	Western Pump Inc	F110-SHOP/BLDG MACHINERY	550.49
550014113 8/29/2017 Merrinaco Petroleum Inc A120-AUTO/TRUCK GASOLINE 19,857.65 550014116 8/29/2017 Supreme Oli Company A120-AUTO/TRUCK GASOLINE 19,857.65 550014119 8/29/2017 Transi Holdings inc E10-SHOP/BLDG MACHINERY 107.29 550014119 8/29/2017 Memaster-Carr Supply Co G130-SHOP TOOLS 240.73 560014120 8/29/2017 Memaster-Carr Supply Co B250-BUS REPAIR PARTS 62.40 5500014121 8/29/2017 Madden Construction Inc P280-GENERAL SVC AGRMNTS 997.00 5500014123 8/29/2017 Macden Construction Inc P280-GENERAL SVC AGRMNTS 993.00 5500014124 8/29/2017 Macden Construction Inc B250-BUS REPAIR PARTS 1,417.99 5500014126 8/29/2017 Sax Systems Inc B250-BUS REPAIR PARTS 1,417.99 5500014127 8/29/2017 Sax Systems Inc B250-BUS REPAIR PARTS 1,417.99 5500014128 8/29/2017 Gormmunications Usa Inc G120-SECURITY 19,724.10 5500014129 8/29/2017 Gormmunications Usa Inc </td <td>4500014112</td> <td>8/29/2017</td> <td>Soco Group Inc</td> <td>G170-LUBRICANTS</td> <td>1,142.72</td>	4500014112	8/29/2017	Soco Group Inc	G170-LUBRICANTS	1,142.72
550014116 8/29/2017 Supreme Oil Company A120-AUTO/TRUCK GASOLINE 1.843.34 550014117 8/29/2017 Transit Holdings Inc B250-BUS REPAIR PARTS 962.53 550014121 8/29/2017 Mcmaster-Carr Supply Co G130-SHOP TOOLS 240.73 550014121 8/29/2017 CASEI F110-SHOP/BLDG MACHINERY 209.04 550014121 8/29/2017 CASEI F110-SHOP/BLDG MACHINERY 209.04 550014122 8/29/2017 Mcdaden Construction Inc P280-GENERAL SVC AGRMRY SYS 754.25 550014123 8/29/2017 Comfort Mechanical Inc M180-STATION ELECTRICAL 993.00 550014125 8/29/2017 Layco Products Inc B120-SUB REPAIR PARTS 1,417.99 550014126 8/29/2017 Comfort Mechanical Inc B260-BUS REPAIR PARTS 1,417.99 5500014127 8/30/2017 Soco Group Inc A120-SECURITY 1,9,724.10 550014128 8/30/2017 Readings Inc B120-SUIPMERT RENTALS 425.51 550014130 8/30/2017 Brand Mechanical Corp P110-SHOP/BLDG MACHINERY	4500014113			A120-AUTO/TRUCK GASOLINE	19,857.65
5500014117 8/29/2017 W.W. Grainger Inc F110-SHOP/BLDG MACHINERY 107.29 5500014119 8/29/2017 Transi Holdings Inc 8256 550 560	4500014116	8/29/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	
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550014119 8/29/2017 [Mcmaster-Carr Supply Co [6130-SHOP TOOLS 240.73 550014120 8/29/2017 [Mcmaster-Carr Supply Co B250-BUS REPAIR PARTS 62.40 1500014121 8/29/2017 [Mcmaster-Carr Supply Co B250-BUS REPAIR PARTS 62.40 1500014123 8/29/2017 [The Carpenter Group Inc M120-OVRH-ED CATENARY SYS 754.25 1500014124 8/29/2017 [Comfort Mechanical Inc M180-STATION ELECTRICAL 993.00 1500014125 8/29/2017 [Jeyco Products Inc E320-BUS REPAIR PARTS 1,417.99 1500014126 8/29/2017 [Transit Holdings Inc E320-BUS REPAIR PARTS 1,417.99 1500014128 8/29/2017 [Communications Usa Inc C120-SECURITY 19,724.10 1500014131 8/30/2017 [Paradigm Mechanical Corp P110-BLDG MAINTENANCE 391.73 1500014133 8/30/2017 [Inustrial Maintenance Supply LLC B130-SHOP TOOLS 450.38 1500014133 8/30/2017 [Inustrial Maintenance Supply LLC B130-SHOP TOOLS 450.38 1500014133 8/30/2017 [Inustrial Maintenance Supply LLC B120-AUTO/TRUCK GASOLINE 1,844.16 1500014134 8/30/2017 [Inustrial Maintenance Supply LLC<	4500014118				
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Iso0014156 8/31/2017 Transit Holdings Inc B250-BUS REPAIR PARTS 1,889.00 Iso0014157 8/31/2017 Dropbox Inc I110-INFORMATION TECH 3,492.00 Iso0014158 8/31/2017 M Power Truck & Diesel Repair P210-NON-REV VEH REPAIRS 832.50 Iso0014159 8/31/2017 Home Depot USA Inc G270-ELECTRICAL/LIGHTING 2,114.06 Iso0014160 8/31/2017 Tennant Sales & Serv Co P130-EQUIP MAINT REPR SVC 122.98 Iso0014161 8/31/2017 R.S. Hughes Co Inc G140-SHOP SUPPLIES 310.32 Iso0014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33					
IS00014157 8/31/2017 Dropbox Inc I110-INFORMATION TECH 3,492.00 IS00014158 8/31/2017 M Power Truck & Diesel Repair P210-NON-REV VEH REPAIRS 832.50 IS00014159 8/31/2017 Home Depot USA Inc G270-ELECTRICAL/LIGHTING 2,114.06 IS00014160 8/31/2017 Tennant Sales & Serv Co P130-EQUIP MAINT REPR SVC 122.98 IS00014161 8/31/2017 R.S. Hughes Co Inc G140-SHOP SUPPLIES 310.32 IS00014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33					
IS00014158 8/31/2017 M Power Truck & Diesel Repair P210-NON-REV VEH REPAIRS 832.50 IS00014159 8/31/2017 Home Depot USA Inc G270-ELECTRICAL/LIGHTING 2,114.06 IS00014160 8/31/2017 Tennant Sales & Serv Co P130-EQUIP MAINT REPR SVC 122.98 IS00014161 8/31/2017 R.S. Hughes Co Inc G140-SHOP SUPPLIES 310.32 IS00014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33					
Iso0014159 8/31/2017 Home Depot USA Inc G270-ELECTRICAL/LIGHTING 2,114.06 Iso0014160 8/31/2017 Tennant Sales & Serv Co P130-EQUIP MAINT REPR SVC 122.98 Iso0014161 8/31/2017 R.S. Hughes Co Inc G140-SHOP SUPPLIES 310.32 Iso0014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33					
IS00014160 8/31/2017 Tennant Sales & Serv Co P130-EQUIP MAINT REPR SVC 122.98 IS00014161 8/31/2017 R.S. Hughes Co Inc G140-SHOP SUPPLIES 310.32 IS00014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33	4500014158				
IS00014161 8/31/2017 R.S. Hughes Co Inc G140-SHOP SUPPLIES 310.32 IS00014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33					
1500014162 8/31/2017 Mcmaster-Carr Supply Co F110-SHOP/BLDG MACHINERY 59.33	4500014160				
	4500014161		U		
IS00014163 8/31/2017 Tennant Sales & Serv Co P130-EQUIP MAINT REPR SVC 235.44	4500014162				
	4500014163	8/31/2017	Tennant Sales & Serv Co	P130-EQUIP MAINT REPR SVC	235.44

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500014164	8/31/2017	Sherwin Williams Company	B250-BUS REPAIR PARTS	369.80
4500014165	8/31/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,935.81
4500014166	8/31/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	876.15
4500014167	8/31/2017	Knorr Brake Company	R160-RAIL/LRV ELECTRICAL	63,414.82
4500014168		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	38.86
4500014169		OneSource Distributors, LLC	M180-STATION ELECTRICAL	222.78
4500014170		Kenneth Place	G130-SHOP TOOLS	1,216.52
4500014171	9/1/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	396.88
4500014172		Tennant Sales & Serv Co	P130-EQUIP MAINT REPR SVC	231.03
4500014173		Tennant Sales & Serv Co	P130-EQUIP MAINT REPR SVC	334.89
4500014174		General Auto Repair	P210-NON-REV VEH REPAIRS	436.44
4500014175		NMS Management Inc	P150-MAINT. CLEANING	693.00
4500014176		Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	97.09
4500014177		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,514.06
4500014178		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,904.99
4500014179		Herzog Contracting Co	T150-TRACK, BRIDGES	5,423.19
4500014180		The Gordian Group, Inc.	T150-TRACK, BRIDGES	145.71
4500014181		Cummins-Allison	G220-OFFICE EQUIPMENT	1,012.85
4500014181		L&W Industries LLC	M140-WAYSIDE SIGNALS	821.87
				63.07
4500014183		Team One Repair Inc	G290-FARE REVENUE EQUIP	
4500014184		Environmental Logistics Inc	P280-GENERAL SVC AGRMNTS	690.00
4500014185		San Diego Pump, Inc.	F110-SHOP/BLDG MACHINERY	2,456.19
4500014186		Western Pump Inc	F110-SHOP/BLDG MACHINERY	1,363.05
4500014187		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,301.40
4500014188		Steven Timme	G110-BUS/TROLLEY SIGNAGE	280.76
4500014189		W.W. Grainger Inc	B250-BUS REPAIR PARTS	672.28
4500014190		W.W. Grainger Inc	G140-SHOP SUPPLIES	460.54
4500014191		Soco Group Inc	B180-BUS DIESEL	5,947.80
4500014192		Siemens Industry Inc	R220-RAIL/LRV TRUCKS	48,293.55
4500014193		Eran Hason	P120-BLDG/FACILITY REPRS	613.75
4500014194		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	646.28
4500014195		Knorr Brake Company	R160-RAIL/LRV ELECTRICAL	1,003.80
4500014196		Transit Holdings Inc	B250-BUS REPAIR PARTS	514.53
4500014197	9/5/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	118.54
4500014198		W.W. Grainger Inc	G140-SHOP SUPPLIES	107.43
4500014199	9/5/2017	Kurt Morgan	G200-OFFICE SUPPLIES	1,940.12
4500014200	9/5/2017	Romaine Electric Corporation	B160-BUS ELECTRICAL	3,608.55
4500014201	9/5/2017	Telerik Inc	I120-INFO TECH, SVCS	474.05
4500014202	9/5/2017	Brand Makers LLC	G240-UNIFORM PROCUREMENT	2,316.64
4500014203	9/5/2017	Transwest San Diego LLC	G140-SHOP SUPPLIES	295.78
4500014204	9/5/2017	Transit Holdings Inc	B130-BUS BODY	1,112.36
4500014205		Home Depot USA Inc	G130-SHOP TOOLS	288.78
4500014206		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	30,882.36
4500014207		Transit Holdings Inc	B110-BUS HVAC SYSTEMS	22,540.29
4500014208		Gillig LLC	B160-BUS ELECTRICAL	23,239.52
4500014209		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	332.81
4500014210		West Coast Lanyards Inc	G230-PRINTED MATERIALS	2,343.57
4500014211		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,904.99
4500014212		Schunk Carbon Technology LLC	R190-RAIL/LRV PANTOGRAPH	1,413.68
4500014213		Transit Holdings Inc	B130-BUS BODY	34.14
4500014214		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,710.95
4500014215		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	80.95
4500014216		Office Solutions	G200-OFFICE SUPPLIES	860.67
4500014217		Tri-Signal Integration Inc	F110-SHOP/BLDG MACHINERY	255.00
4500014217		Office Solutions	G200-OFFICE SUPPLIES	2,737.54
4500014218		Transit Holdings Inc	B250-BUS REPAIR PARTS	676.37
4500014220		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	21,096.63
4500014221		Controlled Motion Solutions Inc	B250-BUS REPAIR PARTS	892.17
4500014222	9/6/2017	Knorr Brake Co-IFE North America	R140-RAIL/LRV DOORS/RAMP	1,333.72

Purchase Orders					
PO Number	PO Date	Name	Material Group	PO Value	
4500014223	9/6/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	2,246.35	
4500014224	9/6/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	188.95	
4500014225	9/6/2017	SHI International Corp	1110-INFORMATION TECH	3,589.32	
4500014226	9/6/2017	Gillig LLC	B250-BUS REPAIR PARTS	708.14	
4500014227	9/6/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,837.17	
4500014228	9/6/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	163.05	
4500014229	9/6/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,397.38	
4500014230		Sherwin Williams Company	P190-REV VEHICLE REPAIRS	381.01	
4500014231	9/6/2017	W.W. Grainger Inc	G150-FASTENERS	84.06	
4500014232	9/6/2017	Transit Holdings Inc	B130-BUS BODY	3,224.82	
4500014233	9/6/2017	J. Perez Associates Inc.	B130-BUS BODY	2,700.00	
4500014234	9/6/2017	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	3,057.95	
4500014235	9/6/2017	Cummins Pacific LLC	B120-BUS MECHANICAL PARTS	8,132.01	
4500014236	9/6/2017	JP Morgan Chase Bank	G200-OFFICE SUPPLIES	3,309.57	
4500014237	9/6/2017	Schunk Carbon Technology LLC	R190-RAIL/LRV PANTOGRAPH	17,536.13	
4500014238	9/6/2017	American Battery Corporation	M110-SUB STATION	5,064.42	
1500014239		HI-TEC Enterprises	R160-RAIL/LRV ELECTRICAL	5,168.77	
500014240		Gillig LLC	B250-BUS REPAIR PARTS	189.34	
500014241		MJP Enterprises	P210-NON-REV VEH REPAIRS	1,866.11	
1500014242		Zurich American Insurance Co	P370-RISK MANAGEMENT	6,987.00	
1500014243		Pressnet Express Inc	P310-ADVERTISING SERVICES	344.80	
1500014244		Custom Eco Friendly	G230-PRINTED MATERIALS	3,717.38	
1500014245		Zoho Corporation	I140-IT CAPITAL SOFTWARE	995.00	
500014246		CDW LLC	I110-INFORMATION TECH	150.99	
500014247		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,806.35	
500014248		Battery Systems Inc	B160-BUS ELECTRICAL	4,420.20	
500014249		Transit Holdings Inc	B130-BUS BODY	1,915.95	
500014250		Abacor, Inc.	P210-NON-REV VEH REPAIRS	1,233.00	
1500014251		Robcar Corporation	G110-BUS/TROLLEY SIGNAGE	161.63	
1500014252		Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	3,488.42	
4500014253		Transit Holdings Inc	B140-BUS CHASSIS	40.52	
4500014254		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,855.94	
1500014255		Transit Holdings Inc	B130-BUS BODY	1,747.51	
1500014256		Global Power Group Inc	F110-SHOP/BLDG MACHINERY	16,120.00	
4500014257		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,707.71	
1500014258		Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	1,898.77	
1500014259		Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	237.05	
1500014260		Sunroad Auto LLC	B250-BUS REPAIR PARTS	504.95	
500014262		Transit Holdings Inc	B250-BUS REPAIR PARTS	125.63	
500014263		Allied Electronics Inc	B250-BUS REPAIR PARTS	514.68	
500014264		Freeby Signs	B250-BUS REPAIR PARTS	495.86	
500014265		Sherwin Williams Company	B250-BUS REPAIR PARTS	510.48	
500014266		Buswest LLC	B250-BUS REPAIR PARTS	1,328.91	
1500014267		Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	74.67	
1500014268		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,452.40	
1500014269		Mike Sieloff	B130-BUS BODY	9,278.33	
1500014270		Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	21,387.89	
1500014271		Mark Carass	P120-BLDG/FACILITY REPRS	23,910.00	
1500014272		Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,532.47	
1500014273		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	211.70	
500014274		Brown & Bigelow Inc	G250-NOVELTIES & AWARDS	895.47	
1500014275		FRS Environmental Inc	P130-EQUIP MAINT REPR SVC	649.75	
1500014276		Soco Group Inc	B180-BUS DIESEL	10,122.91	
1500014278		Tennant Sales & Serv Co	P130-EQUIP MAINT REPR SVC	685.22	
4500014277		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	483.41	
4500014278		General Auto Repair	P210-NON-REV VEH REPAIRS	199.04	
		Western Pump Inc	F110-SHOP/BLDG MACHINERY	831.83	
				031.03	
1500014280 1500014281	9/11/2017		F110-SHOP/BLDG MACHINERY	74.52	

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500014283	9/11/2017	Transit Finance Learning Exchange	P400-FINANCIAL & AUDIT	950.00
4500014284	9/11/2017	Otay Mesa Chamber of Commerce	P310-ADVERTISING SERVICES	650.00
4500014285	9/11/2017	Rockwest Technology Group Inc	I120-INFO TECH, SVCS	535.00
4500014286		Ace Uniforms & Accessories	G240-UNIFORM PROCUREMENT	258.61
4500014287	9/11/2017	San Diego Convention & Tourist	P310-ADVERTISING SERVICES	1,000.00
4500014288		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	20,470.88
4500014289	9/11/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	645.15
4500014290		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	59.09
4500014291	9/11/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	102.35
4500014292	9/11/2017	Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	692.74
4500014293		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,781.69
4500014294		R.S. Hughes Co Inc	G140-SHOP SUPPLIES	399.10
4500014295		OneSource Distributors, LLC	M110-SUB STATION	2,112.17
4500014296		W.W. Grainger Inc	G130-SHOP TOOLS	217.71
4500014297		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,876.20
4500014298		TK Services Inc	B250-BUS REPAIR PARTS	260.00
4500014299	9/11/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,131.38
4500014300		West-Lite Supply Co Inc	R180-RAIL/LRV LIGHTING	320.66
4500014301		HI-TEC Enterprises	R120-RAIL/LRV CAR BODY	3,394.13
4500014302		Romaine Electric Corporation	M130-CROSSING MECHANISM	2,392.10
4500014303		Matheson Tri-Gas Inc	G140-SHOP SUPPLIES	169.69
4500014304		California Sheet Metal Works	G140-SHOP SUPPLIES	7,955.00
4500014305		Sid Tool Co	G130-SHOP TOOLS	201.95
4500014306		Ingersoll Rand Co	G130-SHOP TOOLS	523.67
4500014307		BJ's Rentals	P160-EQUIPMENT RENTALS	1,583.93
4500014308		Office Solutions	G200-OFFICE SUPPLIES	140.00
4500014309		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,160.00
4500014310		Home Depot USA Inc	G130-SHOP TOOLS	224.12
4500014311		Reid and Clark Screen Arts Co	P210-NON-REV VEH REPAIRS	230.16
4500014312		Madden Construction Inc	P280-GENERAL SVC AGRMNTS	945.00
4500014313		Santee Collision Center	A140-AUTO/TRUCK REPAIR	1,144.67
4500014314		OneSource Distributors, LLC	G130-SHOP TOOLS	668.65
4500014315		Siemens Industry Inc	G130-SHOP TOOLS	2,014.00
4500014316		FRS Environmental Inc	C110-GENERAL CONTRACTORS	1,949.25
4500014317		Airgas Refrigerants Inc	R170-RAIL/LRV HVAC	3,334.87
4500014318		Prudential Overall Supply	G180-JANITORIAL SUPPLIES	701.73
4500014320		Norman Industrial Materials	B250-BUS REPAIR PARTS	670.28
4500014321		W.W. Grainger Inc	G200-OFFICE SUPPLIES	1,463.93
4500014322		AddOns Inc	I120-INFO TECH, SVCS	55,000.00
4500014323		W.W. Grainger Inc	G140-SHOP SUPPLIES	376.38
4500014324		W.W. Grainger Inc	B250-BUS REPAIR PARTS	139.82
4500014325		Transwest San Diego LLC	B140-BUS CHASSIS	474.10
4500014326		Grah Safe & Lock Inc	G220-OFFICE EQUIPMENT	32.33
4500014327		W.W. Grainger Inc	G170-LUBRICANTS	33.82
4500014328		Dell Marketing L.P.	I110-INFORMATION TECH	38,885.48
4500014329		W.W. Grainger Inc	G140-SHOP SUPPLIES	524.83
4500014329		BJ's Rentals	P160-EQUIPMENT RENTALS	760.58
4500014331		Rayne - San Diego Inc	G120-SECURITY	444.00
4500014332		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,165.65
4500014333		West End Holdings Inc	P260-TESTING & ANALYSIS	375.00
4500014333		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	5,850.82
4500014334		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	139.63
4500014335		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,769.36
4500014336		Certified Folder Display Service	P310-ADVERTISING SERVICES	42,358.28
4500014337		Cummins-Allison	P130-EQUIP MAINT REPR SVC	220.00
4500014338		Cutifinities-Allison Cubic Transportation Systems	G290-FARE REVENUE EQUIP	464.29
-300014339	3/12/2017			704.23