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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 12, 2017

9:00 a.m.

James R. Mills Building
Executive Conference Room, 10th Floor
1255 Imperial Avenue, San Diego

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ACTION RECOMMENDED

- A. ROLL CALL
- B. APPROVAL OF MINUTES - September 14, 2017 Approve
- C. COMMITTEE DISCUSSION ITEMS
 - 1. San Diego Metropolitan Transit System Green Line Naming Rights (Paul Jablonski) Possible Action
Action would forward a recommendation to the MTS Board of Directors to authorize the Chief Executive Officer (CEO) to execute an agreement with the Sycuan Casino for the exclusive naming rights of the Green Line.
- D. REVIEW OF DRAFT October 19, 2017 BOARD AGENDA
- E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA Possible Action
Review of SANDAG Transportation Committee Agenda and discussion regarding any items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc. Relevant excerpts will be provided during the meeting.
- F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
- G. PUBLIC COMMENTS

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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.



H. NEXT MEETING DATE: November 2, 2017

I. ADJOURNMENT

DRAFT

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

September 14, 2017

MINUTES

A. ROLL CALL

Chairman Mathis called the Executive Committee meeting to order at 9:05 a.m. A roll call sheet listing Executive Committee member attendance is attached.

B. APPROVAL OF MINUTES

Ms. Rios moved for approval of the minutes of the July 13, 2017, MTS Executive Committee meeting. Ms. Cole seconded the motion, and the vote was 4 to 0 in favor with Mr. Roberts absent.

C. COMMITTEE DISCUSSION ITEMS

1. Quarterly Mid-Coast Transit Project Update (Sharon Humphreys of SANDAG)

Sharon Humphreys, with SANDAG, provided a presentation on the Mid-Coast transit project. Ms. Humphreys reviewed the Mid-Coast organization chart, contractors and project alignment. She reviewed the project segments and reaches; project budget and expenditure; contingency expenditure; project controls schedule; schedule contingency curve; wet utility relocation; and provided a construction update. Ms. Humphreys presented pictures of various construction sites including the San Diego river heavy rail bridge; Tecolote station location; Balboa station location; Balboa heavy rail bridge; Rose Canyon project construction; U-Channel under SR-52; Nobel Drive station; VA station; UCSD Pepper Canyon station; and Genesee Avenue. Lastly, she reviewed the project acquisitions; safety and security status; grade separations and stations; Light Rail Vehicles status; and provided a public involvement update.

Mr. Jablonski commented on the CPUC issue with pedestrian access at trolley stations. He stated it is possible that pedestrians will not be able to cross over the tracks on the elevated stations. Instead, pedestrians will have to go down and around to the other side of the tracks to cross over to the other side of the station platform.

Action Taken

No action taken. Informational item only.

2. San Diego Metropolitan Transit System Green Line Naming Rights (Rob Schupp)

Mr. Jablonski provided a presentation on Green Line Naming Rights. He reviewed background on MTS Naming Rights contracts and on-going efforts for other assets. He reviewed the terms, payments and details for the proposed Sycuan Green Line Naming

Rights contract. He presented pictures of advertising examples for Sycuan located along the Green Line.

Mr. McClellan asked if other casinos in the county were given the opportunity to make a deal for Naming Rights. Mr. Jablonski replied that all casinos in the county were approached with a Naming Rights deal.

Mr. Roberts commented that he isn't as comfortable with the Sycuan Green Line deal compared to the deal with UC San Diego for the Blue Line. He believes that there may be more value throughout the Green Line locations than what is being proposed with Sycuan.

The Executive Committee discussed potential alternatives for additional revenue from other casinos with advertising and shuttle buses. Mr. Jablonski noted that Sycuan wants exclusive advertising rights against all casinos.

The Executive Committee directed staff to go back to Sycuan to renegotiate the proposed contract.

Action Taken

No action taken.

D. REVIEW OF DRAFT September 21, 2017 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended 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.
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.
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.
9. Uninterruptible Power Supply (UPS) On-Site Repair and Support - Contract Award
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.

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.
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.
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.
13. Visual Messaging System (VMS) Maintenance (Warranty) and On-Site Parts - Sole Source Contract Award
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.
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.
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.
16. Hill Street Slope Repair and Stabilization - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL227.0-17 with Palm Engineering Construction Company, Inc. for slope reconstruction at the MTS Hill Street property in El Cajon.
17. Green Line Shelter Upgrades and Shelter Replacement at the Old Town Transit Center - Work Order
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.
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).
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.
21. Investment Report - June 2017
22. Investment Report - July 2017

DRAFT BOARD AGENDA – COMMENTS

Sharon Cooney, Chief of Staff, commented that the Transit Optimization Plan (TOP) will be brought to the Board for a recommendation of approval next week.

Ms. Landers noted that agenda item 16 may be pulled from the agenda due to a protest.

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

Ms. Cooney commented that there is an agenda item which will provide an update on the 2016-2017 TransNet Major Corridors Plan of Finance. She noted that this item is only related to capital expenditures. She also noted that the Draft Intraregional Tribal Transportation Strategy will be on the agenda too.

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

There was no Committee Member Communications and Other Business discussion.

G. PUBLIC COMMENTS (TAKEN BEFORE CLOSED SESSION)

There were no Public Comments.

The Executive Committee convened for Closed Session at 10:05 a.m.

- C3. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8
PROPERTY: FEDERAL BLVD (ASSESSOR PARCEL NO. 541-611-27-00); 1348 47TH STREET (ASSESSOR PARCEL NO. 541-611-16-00); 47TH STREET (ASSESSOR PARCEL NO. 541-611-09-00); 1344 47TH STREET (ASSESSOR PARCEL NO. 541-611-08-00); 47TH STREET (ASSESSOR PARCEL NO. 541-611-11-00); FEDERAL BLVD. (ASSESSOR PARCEL NO. 541-611-10-00); 47TH STREET (ASSESSOR PARCEL NO. 541-611-12-00); 47TH STREET (ASSESSOR PARCEL NO. 541-611-14-00); 47TH STREET (ASSESSOR PARCEL NO. 541-611-13-00); 47TH STREET (ASSESSOR PARCEL NO. 541-611-15-00)
AGENCY NEGOTIATORS: PAUL JABLONSKI, CHIEF EXECUTIVE OFFICER; KAREN LANDERS, GENERAL COUNSEL, AND TIM ALLISON, MANAGER OF REAL ESTATE ASSETS
NEGOTIATING PARTIES: COCA-COLA BOTTLING CO OF LOS ANGELES & BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

The Executive Committee reconvened from Closed Session at 10:43 a.m.

Oral Report on Final Actions Taken in Closed Session

- C3. The Executive Committee received a report and gave instructions to staff.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for October 12, 2017, at 9:00 a.m. in the Executive Committee Conference Room.

I. ADJOURNMENT

Chairman Mathis adjourned the meeting at 10:43 a.m.

Chairman

Attachment: Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) September 14, 2017

CALL TO ORDER (TIME) 9:05 a.m.

RECESS _____

RECONVENE _____

CLOSED SESSION 10:05 a.m.

RECONVENE 10:43 a.m.

ADJOURN 10:43 a.m.

BOARD MEMBER (Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
COLE <input checked="" type="checkbox"/> (Gomez) <input type="checkbox"/>	9:05 a.m.	10:43 a.m.
MATHIS <input checked="" type="checkbox"/>	9:05 a.m.	10:43 a.m.
MCCLELLAN <input checked="" type="checkbox"/> (McWhirter) <input type="checkbox"/>	9:05 a.m.	10:43 a.m.
RIOS <input checked="" type="checkbox"/> (Salas) <input type="checkbox"/>	9:05 a.m.	10:43 a.m.
ROBERTS <input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:08 a.m.	10:43 a.m.
Transportation Committee Rep Slot (Mathis)		

SIGNED BY THE CLERK OF THE BOARD: Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL: Paul Carter



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Agenda Item No. C1

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 12, 2017

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM GREEN LINE NAMING RIGHTS
(PAUL JABLONSKI)

RECOMMENDATION:

That the Executive Committee forward a recommendation to the MTS Board of Directors to authorize the Chief Executive Officer (CEO) to execute an agreement with the Sycuan Casino for the exclusive naming rights of the Green Line.

Budget Impact

MTS will realize a minimum payment of \$600,000 per year increasing by 3 percent annually beginning in year six of the agreement. After reduction of certain existing revenue streams, the net gain in budgeted revenue will be approximately \$500,000 per year. The term of the agreement is for 20 years. Sycuan can terminate the agreement at the end of 10 years. At the end of 20 years, Sycuan can extend the agreement for another 10 years under the same terms. The gross value of the agreement will be \$6.28 million over 10 years, \$14.5 million over 20 years and \$25.5 million over 30 years. There will also be a commission owed to Superlative Group.

DISCUSSION:

On April 2010, the MTS Board of Directors authorized a contract with the Superlative Group to evaluate all MTS assets, to identify potential naming rights partners and to negotiate with interested parties.

As a result, Superlative and MTS negotiated with the Sycuan Casino to rename the Green Line segment of the MTS Trolley system to the "Sycuan Green Line."



On September 14, MTS presented to the MTS Executive Committee the following terms:

- Sycuan will pay MTS a naming rights payment each year for 20 years. The payment for the first five years is \$600,000 per year increasing by 3 percent annually beginning in year six of the agreement (see page A-44 of Attachment A).
- In exchange, MTS will provide to Sycuan Casino the following:
 - Exclusive rights in the categories of Casinos, Native American business venture or Native American Government for all Trolley lines and property.
 - Naming rights and appropriate Sycuan Green Line signage at three stations: Santee, El Cajon and Grantville.
 - Shuttle bus bays at four stations: Santee, El Cajon, Grantville and on MTS-owned property adjacent to 12th & Imperial Transit Stations.
 - Sycuan advertisements at the four stations in which it operates shuttles
 - Sycuan may wrap up to six light rail vehicles at their own cost
 - Sycuan Green Line branding will be placed on MTS structures along the Green Line
 - Sycuan Green Line branding will be placed on the following printed materials:
 - All Green Line station signs
 - Trolley route maps
 - Published timetables
 - One-way tickets printed in vending machines
 - Other printed collateral
- Sycuan will pay all production costs associated with signage and wraps. MTS will pay printing production costs for trolley route maps timetables, published timetables, one-way tickets and other printed collateral. Full details of the agreement are contained within the attached Green Line Naming Rights Agreement (Attachment A).

MTS also reported to the Executive Committee that the exclusivity of the agreement will cause MTS to forego approximately \$105,000 per year it now receives from Barona to operate its shuttles from the El Cajon Transit Center. While there is no current Casino advertising on MTS Trolleys or at Trolley stations, MTS has in the past received advertising revenue from local and Las Vegas-based casinos. The average income received from casino advertising has been approximately \$50,000 per year. Together, these reductions in other revenue would mean MTS would realize a net of about \$450,000 per year as a result of the naming rights agreement.

The Executive Committee asked staff to re-enter negotiations to improve the terms. MTS has proposed to Sycuan that the exclusivity for non-Native American Indian Casinos (primarily casinos located in Las Vegas) be eliminated for the Blue Line. If accepted, this would allow MTS to realize an average of \$50,000 per year over the term of the agreement. This provision would allow MTS to net approximately \$500,000 per year as a result of this naming rights agreement.

Additionally, The Superlative Group will be due a commission, which will be based on the difference between the Sycuan Green Line naming rights revenue and existing

revenue contracts. The commission, per contract, shall not be more than 12% over the term of the contract or not more than 6% if paid during the first three years of the sponsorship. An amount equaling the monthly retainer and travel expenses paid by MTS to the Superlative Group for the past 15 months (approximately \$120,000) will also be deducted from the commission paid. The final commission payment will be negotiated.

/s/Sharon Cooney for
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Sycuan Naming Rights Agreement

NAMING AND SPONSORSHIP AGREEMENT

THIS NAMING AND SPONSORSHIP AGREEMENT (the “Agreement”) is made and entered into as of _____, 2017, by and between the San Diego Metropolitan Transit System, (“MTS”), and Sycuan Casino, (“Sycuan”). (Sycuan is sometimes referred to as the “Sponsor”).

RECITALS

Whereas, MTS currently operates the Green Line, a light rail service that runs from Santee to downtown San Diego via El Cajon, La Mesa, Mission Valley, Old Town and the Convention Center area (see Exhibit A);

Whereas, Sycuan recognizes the value of public transportation and the Green Line to connect employees and customers to Sycuan facilities;

Whereas, Sycuan recognizes the value of public transit to greater San Diego region and wishes to support MTS endeavors;

Whereas, Sycuan further desires to obtain the exclusive naming rights to the Green Line and the exclusive marketing rights on the Green Line and its stations in the category of Casinos;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereby agree as follows:

1. **Exclusive Line Naming Rights.** During the Term of this Agreement (as defined in Section 8 hereof), MTS hereby grants Sycuan the exclusive naming rights of the Green Line. MTS and Sycuan will mutually agree on the name of the line (e.g., the “Sycuan Green Line”), however MTS’s agreement on any exercise of naming rights by Sycuan shall not be unreasonably withheld or delayed. Sycuan will develop the design of the naming signage on the exterior and interior of the Green Line vehicles, station logos, and other ancillary media items, to be approved by MTS within the parameters of the MTS sign design guidelines, which approval shall not be unreasonably withheld or delayed. It is contemplated by the parties that the designs will incorporate the names and logos of Sycuan. Sycuan is considered the sole and exclusive naming rights partner of the Green Line.
2. **Other Sponsorship Benefits.** While this Agreement is in effect, and except as otherwise specifically provided in this Agreement, Sycuan shall be the exclusive naming rights sponsor of the Green Line. During the Term of this Agreement, MTS shall provide the following sponsorship benefits to the naming rights Sponsor in exchange for the Sponsorship Fee:
 - a. Category Exclusivity. Sycuan will receive exclusivity on the entire Trolley System in the categories of Native American casinos, Native American business venture, and Native American Government. Sycuan will also receive exclusivity on the Green Line

and Orange Line in the category of non-Native American casinos.

- b. Station Naming Rights and Transportation Hub. Sycuan will receive designation and acknowledgement for the naming rights of three (3) stations located on the line. Sycuan will also designate these stations as Transportation Hubs and each Transportation Hub will have exclusive space provided to Sycuan for which Sycuan may use as a shuttle pickup location for employees and patrons of Sycuan. The location of each shuttle pickup area shall be determined by MTS and marked with permanent signage indicating pickup location. In the event the designated Sycuan shuttle location conflicts with MTS's public transit operations, or with any proposed redevelopment of MTS-owned property, MTS shall have the right to relocate the shuttle to a new location within the trolley property. Specifically, the three stations and proposed locations for naming rights and shuttle service (more fully described in Exhibit B) are:

- i. Santee
- ii. El Cajon
- iii. Grantville

In addition to the naming rights to the three (3) stations listed immediately above, MTS shall designate the station at 12th and Imperial as a Sycuan Transportation Hub with mutually agreed upon signage placed at the 12th and Imperial Station to direct riders to the shuttle pickup location.

In order to maintain consistency and the integrity of MTS transit system branding, design of Station Naming Rights recognition will correspond with other station sponsorships MTS may enter into with third-parties, as described in Section 5 below. Sycuan and MTS will mutually agree on the names of each station. MTS's approval of a station name chosen by Sycuan under this section shall not be unreasonably withheld or delayed.

- c. Additional Station Signage: Sycuan shall receive additional signage, to be agreed upon by the parties, at Qualcomm Station, or another station of Sycuan's choice, except for Old Town. If Sycuan selects the Gaslamp Station, the signage must be limited to one panel of the SDMT information kiosk and a wrap on a double wide soft drink machine enclosure which shall include two 4'x6' side panels and a 6'x6' back panel.
- d. Physical. MTS shall provide Sycuan sponsorship identification on the following and as illustrated in Exhibit C :
- i. To the extent permitted by state and federal law, SDMTS shall endeavor to gain the approval to place the naming rights sponsor name on SDMTS assets with freeway visibility.
 - ii. Standard trolley station ID's at all stations on Green Line indicating "Sycuan Green Line."
 - iii. Sycuan name and/or logo within MTS rail vehicle interior route signage.
 - iv. Sycuan name and/or logo on MTS rail station maps.

- v. Sycuan name and/or logo on MTS rail kiosks.
- vi. Sycuan name and/or logo in or on front of MTS Green Line rail vehicles on digital signs or printed cards.

e. Advertising

- i. Trolley wraps on six (6) SD-100 light rail vehicles.
- ii. Sycuan name and/or logo on published transit schedules.
- iii. Sycuan name and/or logo on one-way tickets at ticket vending machines ("TVMs") at stations that exclusively serve the Green Line.
- iv. Sycuan name and/or logo on published handheld maps.
- v. Sycuan name and/or logo on MTS transit destination newsletters.
- vi. Sycuan name and/or logo on standard ads such as 101 Things to do, Passport San Diego, Convention Center Attendee Guide and San Diego Tourism Authority Meeting Planner.
- vii. Sycuan name and/or logo on MTS website and social media, including two social media promotions per year, which shall be mutually agreed upon by the Parties.
- viii. Right of first refusal to purchase future digital advertising (in trolley and on platform), if implemented. This is a category-exclusive opportunity.

Without limitation to the foregoing, the parties acknowledge that during the anticipated term of this Agreement, new technologies, procedures, vehicle types and other changes may occur with respect to the Green Line. MTS agrees that as applicable to the Green Line, it shall make best efforts to maintain prominence of the Sycuan Green Line branding throughout.

The rights granted under this Section 2 to Sycuan are exclusive rights. MTS agrees that except for station sponsors whose rights are stated in Section 5, no other logo, name recognition, or other sponsorship rights will be granted to any third party relating to the Green Line during the term of this Agreement without the prior written consent of Sycuan, which approval shall not be unreasonably withheld or delayed.

- f. News Media. The name of the line shall be included in any press release mentioning the Green Line and Sycuan and MTS shall mutually agree to a press release and event to announce the renaming of the Green Line.

g. Additional Benefits.

- i. Sycuan shall have the right to twelve (12) on-site activations per year for each year of the Term. These activations may include, but are not limited to, station domination graphics, promotional giveaways, non-gambling activities for passengers, food samplings, and hotel information. All costs associated with the activations shall be assumed by Sycuan Casino.
- ii. Sycuan shall have the right to four (4) VIP trolley trips per year for each year of the Term. VIP trolley rides shall be considered the exclusive use of one

Trolley vehicle for times and locations requested by Sycuan Casino. The operation of the VIP trolley must be pre-approved by MTS. Sycuan Casino recognizes that the availability and operation of the VIP trolley is contingent on operating in conjunction with in-service trains.

- iii. Sycuan shall have the right to change branding throughout the Term of the Agreement provided such changes are agreed to in writing by the Parties hereto.

3. Artwork and Media Costs; Installation and Replacement Costs.

- a. Artwork and Media Costs. Sycuan shall bear the costs of the design, production and installation of the six (6) exterior vehicle wraps on the Green Line fleet (see Section 2(e)(i)), the design and production of any freeway-oriented signage (see Section 2(d)(i)), and the design and production of any vehicle or station advertisements contemplated by Section 2(c). In the event Sycuan determines it is necessary to engage a third party to assist in developing the artwork and media, Sycuan shall bear the third party's fees and other costs. MTS shall be responsible for the costs associated with the printing of signage and collateral (see Sections 2(d)(ii) through (vi) and 2(e)(ii) through (vi)) that are included in its annual reproduction of signage and collateral.
- b. Schematics of trolleys and station stops. In order for MTS to develop the artwork and media associated with the Green Line, Sycuan shall provide to MTS all appropriate art. All signs and collateral with Sycuan art will be provided to Sycuan for approval prior to production.
- c. Installation. MTS shall be solely responsible for ensuring that the installation of any signage, or other materials used by MTS in connection with this Agreement, complies with all federal, state and local laws and regulations, including but not limited to the US Department of Transportation (DOT) and Caltrans for the operation of the Green Line. MTS shall install any special exterior or interior advertising artwork and media developed by Sycuan pursuant to this Agreement; if any, provided however, that Sycuan shall bear the actual third party costs of MTS, without markup, incurred in the installation of any such advertising. MTS shall bear the costs of installing the physical signage contemplated by Section 2(d)(ii) through (vi).
- d. Replacement. Costs for production, application, repairs and removal of the LRV wraps will be contracted by Sycuan with an approved MTS wrap vendor. Should the wrap be damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause during the term specified in the agreement, the cost of a replacement would be borne by Sycuan unless through negligence of MTS. In the instance of vandalism to the LRV Trolley Wraps, MTS shall bear the costs of replacement of the wraps for the first three incidents of vandalism, provided Sycuan uses the preferred MTS wrap vendor to produce and install the wraps. In the instance of vandalism at MTS stations on the Green Line, MTS shall be responsible for and bear the costs of repair at the MTS stations on the Green Line. MTS will continue to bear the costs of and be responsible for the clean up of vandalism at the MTS Green Line Stations that include Sycuan branding until such time as MTS deems vandalism to Sycuan branding and activation as more frequent than in the previous experience of MTS at other MTS stations. In that event,

the Parties each reserve the right to explore other corrective measures for vandalism. Costs to repair or replace Sycuan Green Line signage fabricated by Sycuan shall be the responsibility of Sycuan.

- i. Upon expiration of the Term of the Agreement, Sycuan shall bear the costs of removal of any and all Sycuan signage across all MTS assets.
- ii. Sycuan shall also be responsible for returning MTS assets to the condition of assets prior to the installation of signage beyond reasonable wear and tear.

4. Use of Trademarks and Service Marks; Intellectual Property Rights.

- a. Grant of Limited License to Sycuan. Subject to the terms of this Agreement and so long as Sycuan is not in breach of any term or condition hereof, MTS grants Sycuan for the entire Term the non-exclusive and royalty-free license, uncoupled with an interest, to use the MTS trademarks, service marks, logos and any secondary marks ("MTS Marks") to identify Sycuan as a sponsors of the Green Line in connection with advertising and the promotional activities and materials for Sycuan, separately or collectively, as approved by MTS. Any and all materials produced by Sycuan using MTS Marks must be submitted to MTS for review and prior approval, which approval shall not be unreasonably withheld or delayed. However, Sycuan shall not make any use of the MTS Marks without the prior written consent of MTS as to each use. Approval of the use of MTS Marks must be in writing signed by the MTS Marketing and Communications Director.
- b. Grant of Limited License to MTS. Subject to the terms of this Agreement and so long as Sycuan is not in breach of any term or condition hereof, Sycuan grants MTS for the entire Term the non-exclusive and royalty-free license, uncoupled with an interest, to use the Sycuan trademarks, service marks, logos and any secondary marks ("Sycuan Marks") to identify Sycuan as a sponsor of the Green Line in connection with advertising and the promotional activities and materials for Sycuan, separately or collectively, as approved by Sycuan. Any and all materials produced by MTS using the Sycuan Marks must be submitted to Sycuan for review and prior approval, which approval shall not be unreasonably withheld or delayed. However, MTS shall not make any use of the Sycuan Marks without the prior written consent of the Sycuan as to each use. Approval of the use of the Sycuan Marks must be in writing signed by the designee of Sycuan.
- c. Changed Circumstances Affecting License. All rights of approval of the use of the MTS Marks or the Sycuan Marks shall be a continuing right so that any party may later object to the use of the MTS Marks or the Sycuan Marks that had been previously approved should circumstances change or other reasons arise that, in the reasonable judgment of the party objecting, make continued use potentially damaging to reputation or image of the MTS Marks or the Sycuan Marks or to the objecting party.
- d. Ownership of Marks. All uses of the MTS Marks or the Sycuan Marks by a party hereto shall inure to the benefit of the party granting the license in their own marks and not the licensee hereunder. No licensee hereunder shall make any claim of ownership or other interest in any mark licensed to them hereunder. Sycuan shall own all intellectual property rights in any works created by them (the "WORKS"),

except Sycuan shall not have any interest or ownership in the MTS Marks that may be embodied in WORKS.

- e. Advertising Content. Sycuan, with respect to its own use of Marks in advertising or media, shall be responsible for ensuring that it has all necessary rights to the Marks or other intellectual property used in such advertisements and media. MTS shall be solely responsible for installing and maintaining such advertisements and media, provided that it determines that items of advertising and media placed pursuant to this Agreement comply with all Federal, state and local laws and regulations, including but not limited to United States Department of Transportation and Caltrans.

5. **Station Sponsors.**

- a. Separate from this Green Line Naming Rights agreement, MTS may also endeavor to sell individual station sponsorships along the Green Line at any of the stations except those granted to Sycuan in Section 2(b). In accordance with the category exclusivity granted to Sycuan in this Agreement, individual station sponsors shall not be in the casino categories. Station sponsorships shall be limited to:
 - i. Naming rights of one station and signage at that respective station;
 - ii. Interior panel signage on the Green Line fleet vehicles identifying the station name on route maps or other identifying materials; and
 - iii. Station identification printed on MTS materials.

6. **No Other Green Line Sponsor.** MTS warrants and represents as an inducement to Sycuan to enter into this Agreement that:

- a. Except for the station sponsors, Sycuan is the sole and exclusive naming rights sponsor for the Green Line.

7. **Payment of Sponsorship Fee.** In return for the rights granted above, Sycuan shall pay to MTS, in advance, annual fee payments as set forth in the Payment Schedule attached as Exhibit D, with the first payment being due on the first date of the term as identified below and the subsequent payments being due on the same date in the subsequent years (the "Sponsorship Fee"). Beginning in year 6, the annual fee payment shall increase at a rate of three percent (3%) each subsequent contract year.

No fee other than Sponsorship Fees and the advertising installation costs described in Section 3(c) shall be due from Sycuan until and unless Sycuan has had the opportunity to review and approve or reject in writing, in their respective sole discretion, any costs or expenses of MTS or its agents or representatives, that are imposed on Sycuan in this Agreement. With respect to installation costs described in Section 3(c): (1) Sycuan shall not unreasonably withhold approval of costs under Section 3(c); and (2) Sycuan shall respond to requests for approval of costs under Section 3(c) within 10 business days of receiving the written proposal from MTS. No fees other than Sponsorship Fees shall be due from Sycuan if MTS is unreasonably withholding approval for any matter for which Sycuan is required to obtain approval from MTS.

Fees, costs and expenses not imposed on Sycuan or MTS in this Agreement shall not be imposed on any of them except by an amendment to this Agreement signed by all parties.

Sycuan may approve or reject such costs in their sole discretion. These would include costs and expenses for or related to new or different advertising, including but not limited to costs and expenses arising from the participation by Sycuan in any new sponsorship or advertising media or modality.

8. **Term.** The initial term of this Agreement shall commence 60 days from the date first written above and continue for twenty (20) years from the date the agreement is signed ("Initial Term"). MTS agrees that Sycuan shall have the option to renew this Agreement, under terms acceptable to MTS, at the end of the Initial Term for an additional ten (10) year term. MTS further agrees that Sycuan shall have the sole and exclusive option to terminate this Agreement at the conclusion of the tenth year of the Term. The Initial Term and any subsequent renewals are collectively referred to herein as the "Term." If Sycuan decides not to exercise their option for renewal terms, then this Agreement shall terminate.

9. **Termination for Cause.**

- a. Termination for Breach. This Agreement may be terminated by any party, at any time if the other party:

- i. Is in material breach of this Agreement, and such breach has not been cured within thirty (30) days, or a reasonable time if more than thirty (30) days is required to cure, following provision of written notice of such breach to the breaching party.
- ii. Seeks protection in bankruptcy, makes a general assignment of its assets for the benefit of its creditors.
- iii. Is convicted of a felony or is excluded from participation in any procurement program funded in whole or in part by the federal or a state government.
- iv. Takes or omits taking such action relating to or arising under this Agreement, so as to cause material disrepute to accrue to another party, or to cause material harm to the reputation of another party.

The notice of material breach or default shall set forth in detail the act or omission giving rise to a breach of this Agreement and shall specify in detail what is reasonably expected of the breaching party in order to cure such breach. If the allegedly breaching party disputes the existence of the breach, then the dispute resolution procedures described in Section 18 hereof shall apply to the resolution of such dispute.

- b. Effect of Termination. Upon termination or expiration of this Agreement

- i. All rights of MTS and Sycuan to use the MTS Marks or Sycuan Marks, as applicable, shall cease and MTS will remove all Sycuan Marks from buses, stations, advertisements and other instances where MTS had been using the Sycuan Marks prior to the termination.
- ii. All licenses granted in this Agreement shall terminate.
- iii. In the event that this Agreement is terminated by Sycuan for cause, then MTS shall refund to the terminating Sponsor a pro rated portion of any fees paid by Sycuan on account of time periods following the effective date of termination.

- iv. In the event that this Agreement is terminated by MTS for cause before expiration of the original Term, then (1) Sycuan shall bear the costs of removing Sycuan signage pursuant to Section 3(d).
- c. Renegotiation in Lieu of Termination. In the event MTS, as a result of regulatory or other legal action, is unable to provide some of the Sponsorship Benefits listed in Section 2 and visually identified in Exhibit C then Sycuan may, as an alternative to terminating this Agreement pursuant to Section 9(a)(i), initiate a renegotiation of the Sponsorship Fee and/or the enumerated Sponsorship Benefits so as to maintain the sponsorship value intended by this Agreement.

10. Warranties.

- a. General Warranties of MTS. MTS represents and warrants that (i) it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary corporate approvals for the execution, delivery, and performance by MTS of this Agreement have been obtained; (iii) this Agreement has been duly executed and delivered by MTS and constitutes a legal, valid and binding obligation of MTS enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by MTS will not conflict with its articles of incorporation, by-laws or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which MTS is a party or by which MTS is bound.
- b. General Warranties of Sycuan. Sycuan represents and warrants that (i) it has the full corporate and tribal power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary corporate or tribal council approvals for the execution, delivery, and performance by Sycuan of this Agreement have been obtained; (iii) this Agreement has been duly executed and delivered by Sycuan and constitutes a legal, valid and binding obligation of Sycuan enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by Sycuan will not conflict with its articles of incorporation, by-laws, tribal laws or regulations, or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under any lease, agreement, commitment or other instrument, or any order, judgment.
- c. Express Warranty of Sycuan. Sycuan represents and warrants that it has obtained all necessary approvals of its tribal council or other individuals and/or members to enter into the limited waiver of sovereign immunity set forth in Section 24.

11. Allocation of Responsibility; Insurance.

- a. As between MTS and Sycuan, MTS is responsible for costs, damages and liabilities arising from any bodily injury, including death, personal injury or property damage arising out of MTS transportation operations, including but not limited to the operation of the Green Line. MTS shall procure and maintain during the term of this Agreement and so long as any Sycuan Marks are in use by MTS, comprehensive policies of insurance including:
 - i. Worker's compensation and employer's liability;

- ii. Commercial general liability;
- iii. Automobile physical damage and liability.

Self-insurance of the above requirements is acceptable. If requested, a letter of self-insurance will be provided by MTS to Sycuan as evidence thereof.

- b. Without limitation to the foregoing, it is acknowledged that MTS shall have no liability or responsibility for costs or damages related to bodily injury, including death, personal injury or property damage arising out of actions, fault or negligence in the operation of the casinos and services of Sycuan, as applicable.
12. **Binding Effect; Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than such Parties (or their successors or permitted assigns), including, without limitation any officer, employee, or agent is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, as a third party beneficiary or otherwise. The covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns.
13. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the Parties relating to the subject matter herein. All prior proposals, discussions and writings by and among the Parties relating to the subject matter herein are superseded by this Agreement. This Agreement may not be amended unless such amendment is in writing and signed by duly authorized representatives of both Parties and recites specifically that it is an amendment to this Agreement.
14. **Assignment.** Except as otherwise stated in this Agreement, no party's interests or obligations under this Agreement may be assigned or transferred to another party without the prior written consent of the all parties hereto, which may be granted or withheld in the sole discretion of that any party. Any attempted assignment without such consent shall be void *ab initio*.
15. **Waiver.** No party's delay or failure to exercise any right, power or privilege under this Agreement or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party unless made in writing and signed by an authorized officer of the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
16. **Severability.** If either: (a) a court of competent jurisdiction holds that a material provision or requirement of this Agreement violates any applicable law, or (b) a government agency with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates laws over which such department or agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof shall remain in full force and

effect and shall not be affected by the severable provision; and (3) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. If the effect of such severance and substitution, or the inability promptly to agree upon such substitution, would be to deprive a party of the benefits contemplated under this Agreement or increase the risk or liability of a party, then any party may terminate this Agreement by giving such notice to the other Parties as is acceptable to such court or governmental agency, and as is sufficient to provide for an orderly transition consistent with the terms.

17. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the substantive laws of the State of California, to the extent not governed by federal law, without giving effect to the principles of conflict of laws of such State. Subject to Section 18 of this Agreement, the parties acknowledge that jurisdiction exists and venue is proper in the Courts of California for any action brought under this Agreement. Consistent with the waiver set forth in Section 24, this Agreement shall not be governed by or adjudicated in accordance with Sycuan's tribal code.

18. Dispute Resolution.

- a. Process. The Parties acknowledge that the establishment and operation of this affiliation will require an ongoing commitment by all parties to cooperate and make best efforts. Accordingly, the parties will seek to resolve any disputes regarding this Agreement or any other terms of this Agreement pursuant to this Section 18. Any party may at any time issue a notice that a dispute exists if such party believes that another party has caused a material breach of the Agreement, or a situation or circumstance exists which frustrates, in a material manner, the achievement of the objectives of this Agreement. Such notice shall start a process of Progressive Dispute Resolution which shall involve a good faith attempt to resolve the dispute for a period not to exceed 120 days. The specific allocation of such 120-day period is described in subparagraphs (c) and (d) of this Section 18.
- b. Any claim, controversy or dispute concerning the interpretation or performance of this Agreement or to the threatened, alleged or actual breach of this Agreement which is not disposed of by mutual agreement within a period of ten (10) days after one party has provided written notice of the dispute to the other, first shall be subject to Progressive Dispute Resolution procedures described in this Section 18. Notwithstanding the Parties' agreement to these procedures, either party may seek immediate injunctive relief if such party believes that injunctive relief is necessary to prevent immediate irreparable harm to its interests.
- c. Invocation of Progressive Dispute Resolution Procedures. The party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiations by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.
- d. Progression of Management Involvement. The Parties shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and locations, between negotiators for the Parties at the successive management levels set forth below.

<u>Level</u>	<u>Sycuan</u>	<u>MTS</u>
Level 1:	<u>Daniel Morales</u>	VP of Marketing
Level 2:	<u>John Dinius</u>	GM
Level 3:	<u>Adam Day</u>	CAO

The negotiators at each management level shall have a period of forty (40) days in which to attempt to resolve the dispute. The allotted time for the first-level negotiators shall begin on the date of receipt of the Invoking Party's notice.

- e. If a resolution is not achieved by negotiators at any given management level at the end of the allotted time or any extension thereto agreed to by the parties in writing, the allotted time for the negotiators at the next management level, if any, shall begin immediately.
- f. If resolution is achieved at any management level, the resolution shall be memorialized in writing, shall state the agreements reached and describe the actions to be taken, if any, and shall be signed by the managers involved.
- g. The agreement of the Parties to these Progressive Dispute Resolution procedures is solely for the benefit of the Parties and is not intended to create any legal, equitable, or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of performance of these procedures.

- 19. Notices.** All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight delivery, or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, or on the next succeeding business day if delivered on a non-business day or after 6:00 p.m. local time, (b) one business day after having been delivered to a courier for overnight delivery, or (c) three business days after having been deposited in the U.S. Mail, all fees prepaid, directed to the Parties at the following addresses (or at such other address as shall be specified in writing by a recipient Party hereto);

If to Sycuan, to:

John Dinius
General Manager
5469 Casino Way
El Cajon, CA 92019

Michelle Carr
Attorney General
1 Kwaaypaay Court
El Cajon, CA 92019

If to MTS, to:

Paul Jablonski, CEO
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Karen Landers
General Counsel
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

20. **Additional Actions and Documents.** Each of the Parties hereto shall take or cause to be taken such further actions, execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and use their respective best efforts to obtain such consents (including regulatory approvals), as may be reasonably necessary or as may be reasonably requested in order to fully effectuate this Agreement.
21. **Survival.** Sections 10 through 24 shall survive termination or expiration of this Agreement.
22. **Construction.** Each Party hereto acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against the other.
23. **MTS Board of Directors Approval.** Sycuan acknowledges that this Agreement shall not be effective until approved by the MTS Board of Directors and executed by the MTS Board Chairman. The first payment due in Paragraph 7 shall be thirty (30) days after MTS Board approval of this Agreement.

Limited Waiver of Tribal Sovereign Immunity Related to this Agreement. Sycuan acknowledges that MTS's execution of this Agreement and the granting of the rights set forth in this Agreement are expressly conditioned upon Sycuan having agreed to a limited waiver of its tribal sovereign immunity. By executing this Agreement, Sycuan *expressly, unequivocally and irrevocably waives the sovereign immunity of the Sycuan Casino* from suit in the Superior Court of California, County of San Diego to adjudicate any action for money damages, injunctive relief and/or declaratory relief arising out of a breach of this Agreement and agrees not to raise sovereign immunity as a defense in any such action. Sycuan's limited waiver of its immunity from suit is made solely for the benefit of MTS and may not be invoked by any other entity or used to benefit any entity or party that is not MTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Sycuan Casino

San Diego Metropolitan Transit System

By:
Its:

Paul C. Jablonski
CEO

San Diego Metropolitan Transit System

Harry Mathis
Chairman, Board of Directors

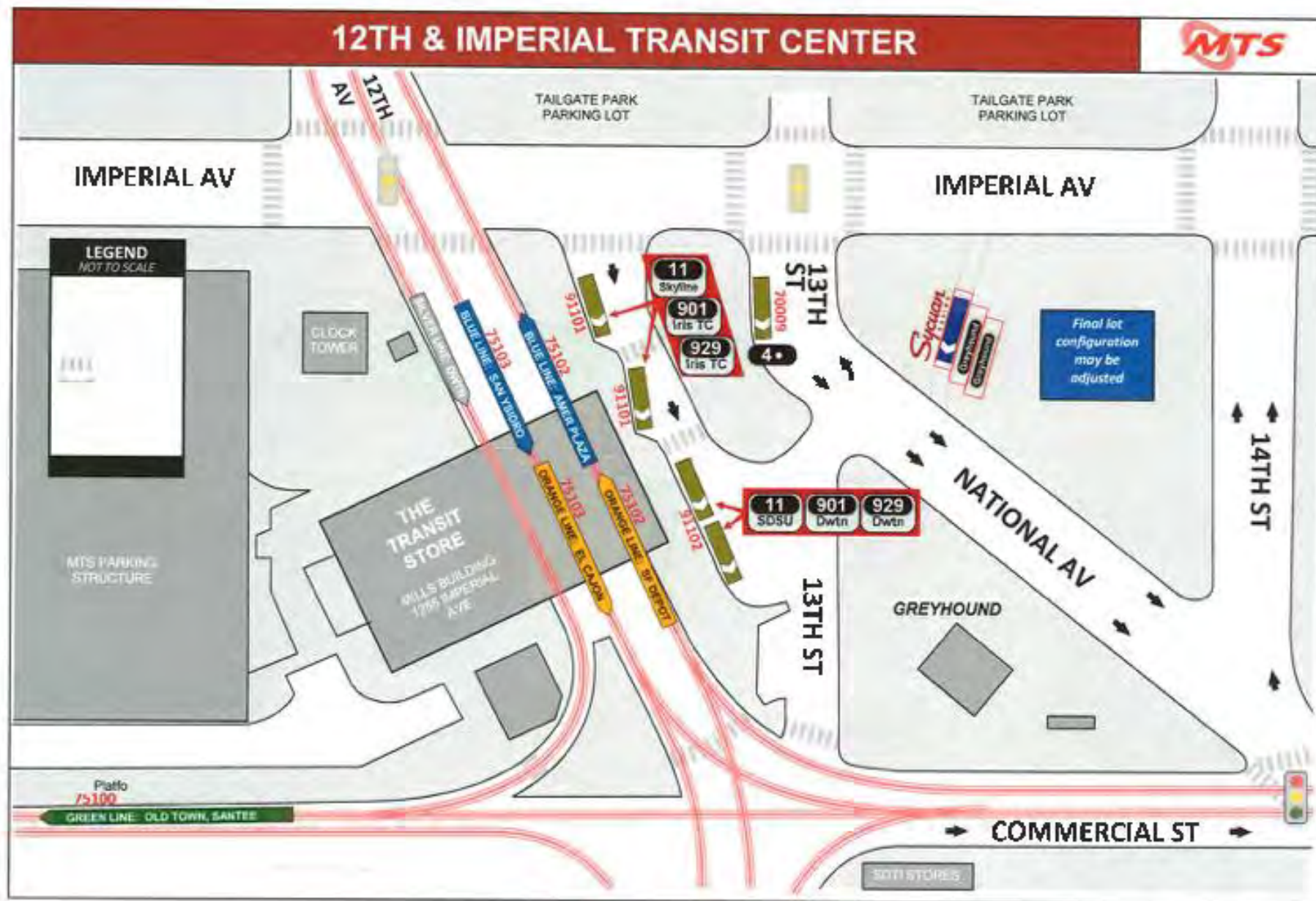
Approved as to Form:

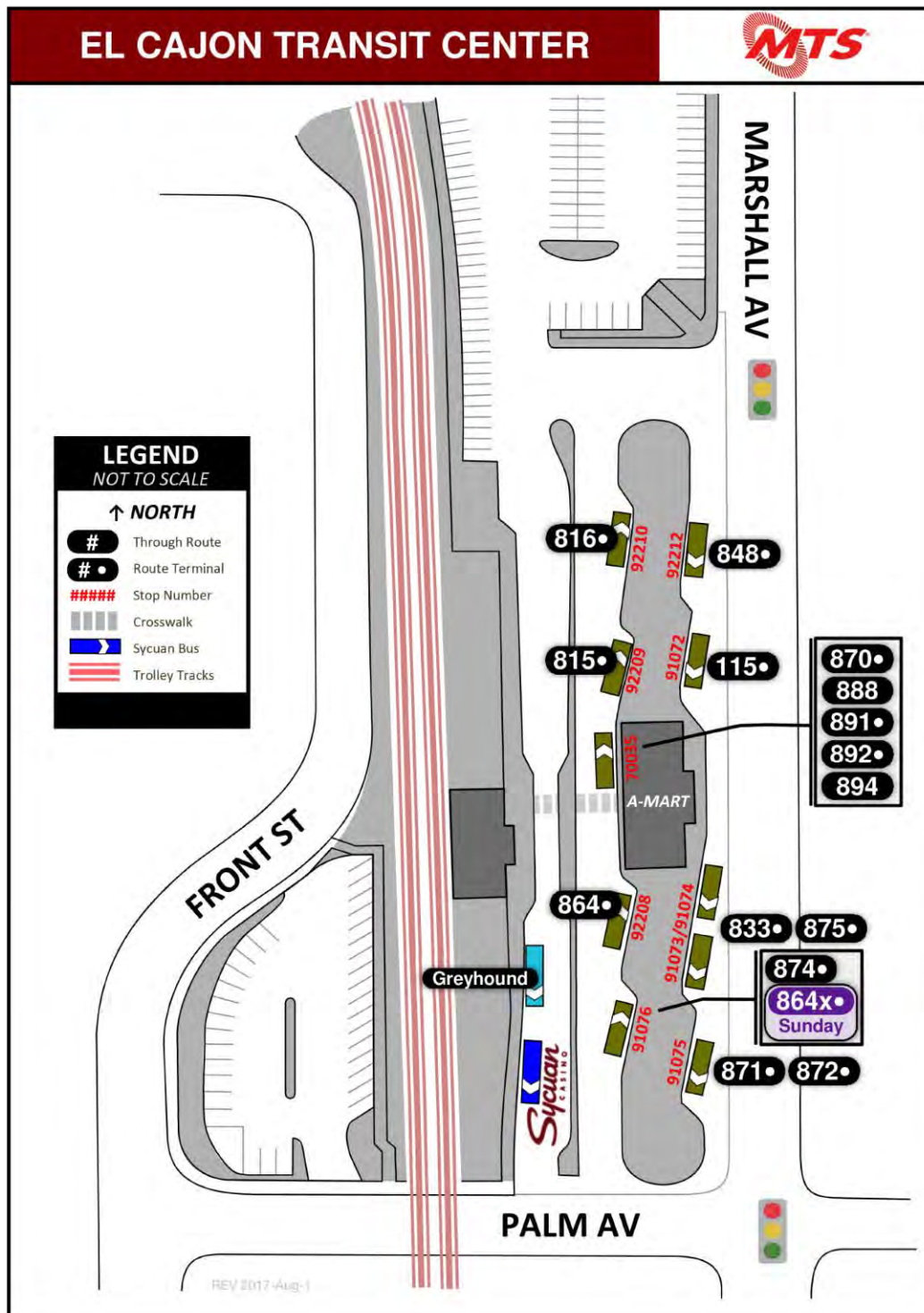
Office of General Counsel

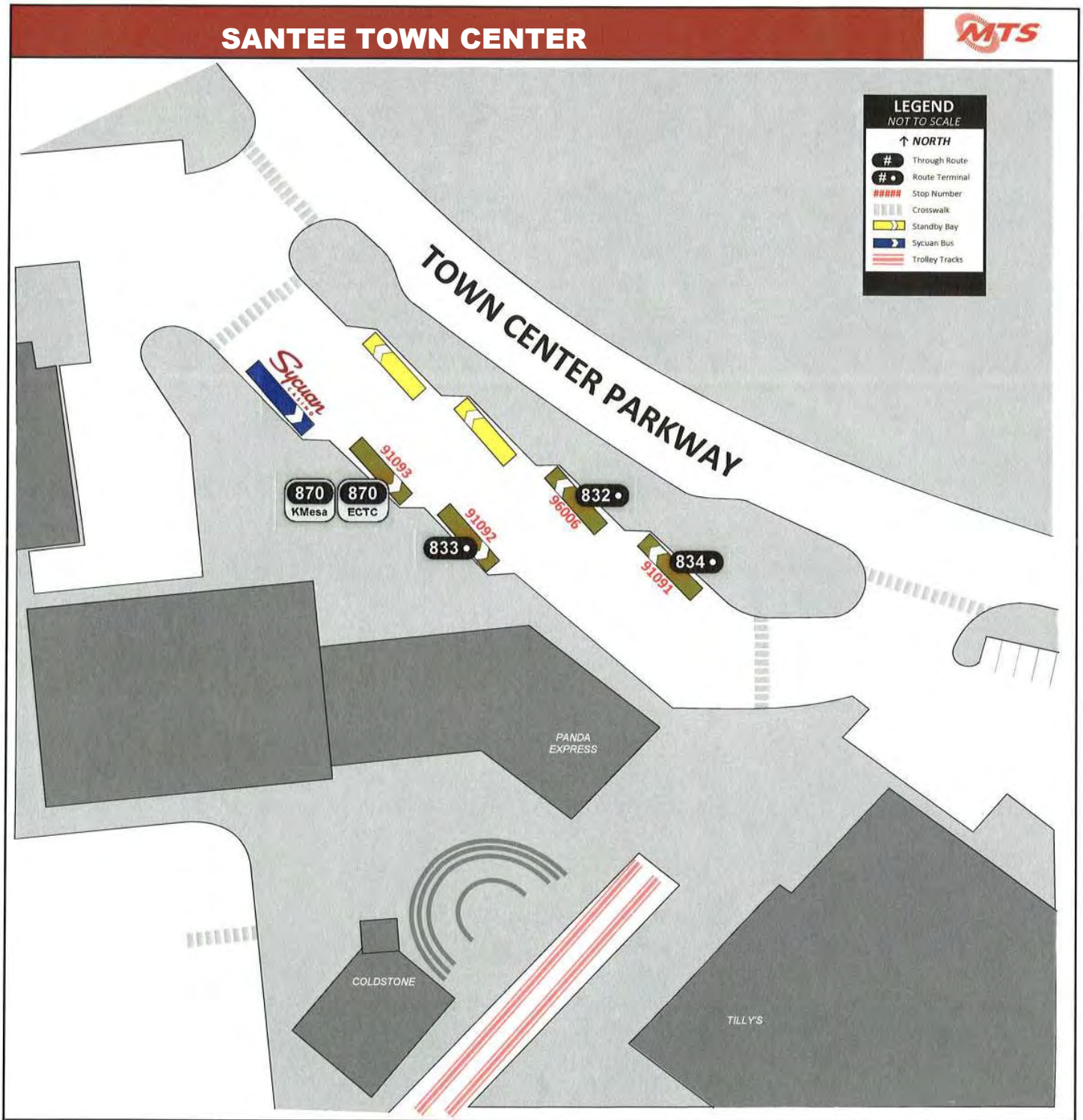
EXHIBIT A
GREEN LINE TROLLEY MAP
(Remainder of page intentionally left blank)



EXHIBIT B







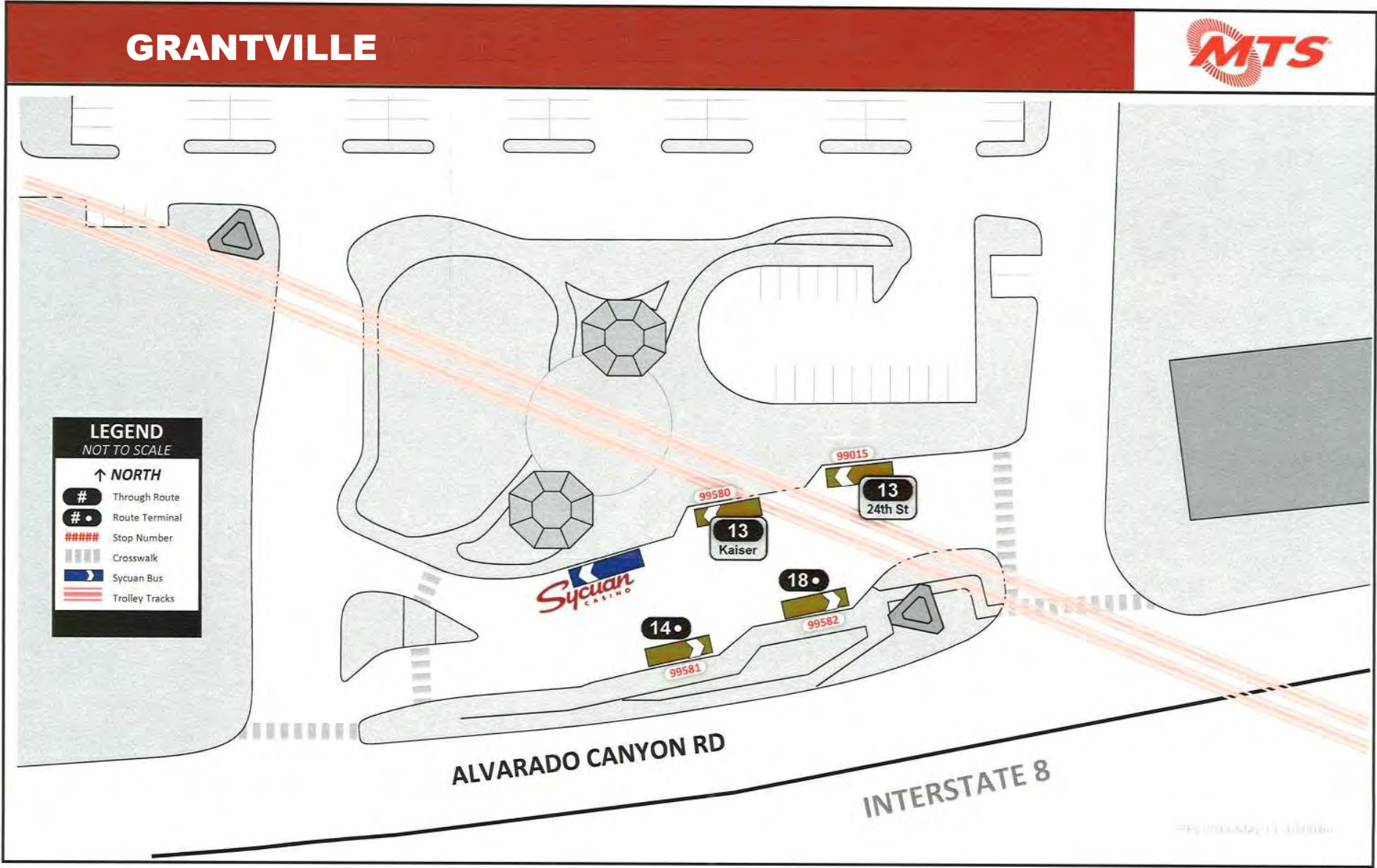


EXHIBIT C
SIGNAGE EXAMPLES/ILLUSTRATIONS
(Remainder of page intentionally left blank)

EXHIBIT D
PAYMENT SCHEDULE

Sycuan Green Line

Payment Schedule		
	Year	Value
Yr1	2017	\$600,000
Yr2	2018	\$600,000
Yr3	2019	\$600,000
Yr4	2020	\$600,000
Yr5	2021	\$600,000
Yr6	2022	\$618,000
Yr7	2023	\$636,540
Yr8	2024	\$655,636
Yr9	2025	\$675,305
Yr10	2026	\$695,564
Yr11	2027	\$716,431
Yr12	2028	\$737,924
Yr13	2029	\$760,062
Yr14	2030	\$782,864
Yr15	2031	\$806,350
Yr16	2032	\$830,540
Yr17	2033	\$855,457
Yr18	2034	\$881,120
Yr19	2035	\$907,554
Yr20	2036	\$934,780



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

DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 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

1. Roll Call
2. Approval of Minutes - September 21, 2017 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics
during the meeting

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.



CONSENT ITEMS

- | | | |
|-----|---|----------------|
| 6. | <u>Adoption of the 2018 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule</u>
Action would adopt the 2018 Executive Committee and Board of Directors meeting schedule. | Approve |
| 7. | <u>Investment Report - August 2017</u> | Informational |
| 8. | <u>Unallocated Transportation Development Act (TDA) Funds for Transit-Related Projects</u>
Action would approve the use of \$171,285.69 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon. | Approve |
| 9. | <u>U2 Light Rail Vehicle Disposal Services - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1371.0-17 with EKCO Metals Corp. for the purchase of Disposal Services for the U2 Light Rail Vehicles (LRV). | Approve |
| 10. | <u>Green Line Trolley Stations Improvement Construction Management Services - Work Order Agreement</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2021-CM01 to MTS Doc. No. G2021.0-17 with DHS Consulting, Inc. (DHS) for the Green Line Trolley Stations Improvement Construction Management Services. | Approve |
| 11. | <u>Purchase New Shelters - Green Line Trolley Stations - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1404.0-18 with Next Stage Engineering for the purchase of Station Shelters for the Green Line. | Approve |
| 12. | <u>Pyramid Building Sewer Line Replacement - Ratify Work Order Under a Job Order Contract</u>
Action would ratify the action taken by the Chief Executive Officer (CEO) approving Work Order No. MTSJOC7504-40, under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc. for the sewer line replacement project at the MTS Pyramid Building located at 1695 Main Street and authorizing an additional project contingency of \$25,000 for unforeseen conditions. | Ratify/Approve |

CLOSED SESSION

- | | | |
|-----|--|-----------------|
| 24. | a. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8
<u>Property:</u> 5159 Baltimore Drive (Assessor Parcel No. 470-050-16)
<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> DJR Companies, LLC
<u>Under Negotiation:</u> Price and Terms of Payment | Possible Action |
|-----|--|-----------------|

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

- | | | |
|-----|--|--------------------|
| 30. | <u>Zero Emission Bus (ZEB) Discussion (Paul Jablonski)</u> | Possible
Action |
| 31. | <u>Safety Management Systems Policy (Samantha Leslie)</u> | Approve |

REPORT ITEMS

- | | | |
|-----|---|---------------|
| 45. | <u>Comic-Con 2017 Recap (Rob Schupp and Tom Doogan)</u> | Informational |
| 46. | <u>2017 Customer Satisfaction Survey (Rob Schupp)</u> | Informational |
| 60. | <u>Chairman's Report</u> | Informational |
| 61. | <u>Chief Executive Officer's Report</u> | Informational |
| 62. | <u>Board Member Communications</u> | |
| 63. | <u>Additional Public Comments Not on the Agenda</u>
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. | |
| 64. | <u>Next Meeting Date:</u> November 9, 2017 | |
| 65. | <u>Adjournment</u> | |



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

**Draft for
Executive Committee
Review Date: 10/12/17**

SUBJECT:

ADOPTION OF THE 2018 SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETING SCHEDULE

RECOMMENDATION:

That the Board of Directors adopt the 2018 Executive Committee and Board of Directors meeting schedule (Attachment A).

Budget Impact

None.

DISCUSSION:

The MTS Board of Directors annually adopts its meeting schedule for the next calendar year. The meeting schedule reflects Executive Committee and Board of Directors meetings throughout the 2018 calendar year (Attachment A). Meetings are scheduled to primarily occur on the first and second Thursdays of every month, with some exceptions due to conferences, holidays and other conflicts.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. 2018 MTS Executive Committee and Board of Directors Meeting Schedule



**2018
SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**JOINT BOARD OF DIRECTORS AND
EXECUTIVE COMMITTEE MEETINGS
James R. Mills Building
1255 Imperial Avenue, 10th Floor**

Executive Committee Meetings Thursdays at 9:00 a.m.	Board Meetings Thursdays at 9:00 a.m.
January 11	January 18
February 1	February 8
March 1	March 8 (Finance Workshop)
April 5	April 12 (Finance Workshop)
May 3	May 10 (Public Hearing)
June 7	June 14
July 12	July 26
August 2	August 9
September 6	September 20
October 4	October 11
November 1	November 8
December 6	December 13

* The League of California Cities is holding the 2017 Annual Conference & Expo September 12-14.

* The APTA 2018 Annual meeting will be September 23-26.

DRAFT 2018 MTS EC & BOARD MEETING SCHEDULE - 1





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

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

**Draft for
Executive Committee
Review Date: 10/12/17**

SUBJECT:

INVESTMENT REPORT – AUGUST 2017

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of August 31, 2017. The combined total of all investments has increased month to month from \$85.8 million to \$93.9 million. This \$8.1 million increase is attributable to the receipt of \$3.7 million in State Transit Assistance (STA) funds, as well as normal timing differences in other payments and receipts, specifically \$7.8 million in Transportation Development Act (TDA) funds for July that were received August 2nd. These additional revenues were partially offset by \$3.0 million in capital expenditures.

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

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

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Investment Report for August 2017



**San Diego Metropolitan Transit System
Investment Report
August 31, 2017**

	Restricted	Unrestricted	Total	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	22,243,131	22,243,131	0.00%
Total Cash and Cash Equivalents	-	22,243,131	22,243,131	
Cash - Restricted for Capital Support				
US Bank - retention trust account	2,303,606	-	2,303,606	N/A*
San Diego County Investment Pool				
Proposition 1B TSGP grant funds	5,892,179	258,188	6,150,367	
Total Cash - Restricted for Capital Support	8,195,785	258,188	8,453,973	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	8,521,398	54,688,476	63,209,874	1.084%
Total Investments - Working Capital	8,521,398	54,688,476	63,209,874	
 Total cash and investments	 \$ 16,717,183	 \$ 77,189,795	 \$ 93,906,978	



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

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

**Draft for
Executive Committee
Review Date: 10/12/17**

SUBJECT:

UNALLOCATED TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS FOR
TRANSIT-RELATED PROJECTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the use of \$171,285.69 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon.

Budget Impact

The use of unallocated TDA funds set aside by the County for transit-related projects in various jurisdictions would have no impact on MTS's operating or capital budgets. The total available unallocated TDA held for the benefit of the City of El Cajon would be reduced by \$171,285.69 resulting in a remaining balance of \$190,441.31 held by the County for future transit-related projects pending MTS Board approval.

DISCUSSION:

On September 28, 2017, MTS received a request from the City of El Cajon (Attachment A) for \$171,285.69 of the City of El Cajon's portion of unallocated TDA held by the County to reimburse the City of El Cajon's fiscal year 2016/2017 transit related expenditures. The expenses cover salaries and benefits, graffiti removal, and repair/maintenance of existing facilities.

The total available City of El Cajon unallocated TDA funds, totaling \$361,727 will be reduced by \$171,285.69 resulting in a remaining balance of \$190,441.31 held by the County for future City of El Cajon transit-related projects.



Therefore, staff recommends that the MTS Board of Directors approve the use of \$171,285.69 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Request from City of El Cajon



Public Works



September 14, 2017

Tom Lynch
Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

Dear Mr. Lynch:

The following information is submitted for review in consideration of the City of El Cajon utilizing a portion of our transit reserve fund for the following:

<u>Description</u>	<u>Expenditures</u>
Operating Expenses to Repair & Replace Existing Facilities	\$262,168.69
Subtotal	\$262,168.69
Previously Requested	- \$90,883.00
Transit Reserve Fund Request	\$171,285.69

Attached are the budget documents approved by the El Cajon City Council, the Project Transaction Analysis, the Expenditure Audit Trail and the Expenditure Status Report. The City had previously requested \$90,883. The \$171,285.69 represents the difference between \$262,168.69 and the \$90,883 previously requested.

Should you require any additional information as you prepare the agenda report for the board's approval please contact me directly at (619) 441-5598. Your assistance processing our request is appreciated, and I look forward to hearing from you soon.

Sincerely,

Elizabeth A.S. Schofer
Senior Management Analyst

Attachments: Transit Budget for FY 2016-17
Expenditure Status Report
Expenditure Audit Trail

City of El Cajon • 200 Civic Center Way • El Cajon, CA 92020

(619) 441-1653 • Fax (619) 579-5254

www.cityofelcajon.us

CITY OF EL CAJON
200 CIVIC CENTER WAY
EL CAJON, CA 92020-3916

PHONE: 619-441-1668x
FAX: 619-588-1190x

Customer Number: 0000000212

METROPOLITAN TRANSIT SYSTEM
ATTN: TOM LYNCH
1255 IMPERIAL AVENUE, SUITE 900
SAN DIEGO, CA 92101

INVOICE: PW00000122 Att. A, Al 8, Pay 19/17
Date: Sep 18, 2017 of 1

Service: INVOICE-PUBLIC WORKS
Customer PO:
Customer Ph: 619- -
Terms: NET 30 DAYS

Due Date: Oct 18, 2017

Service Address:

METROPOLITAN TRANSIT SYSTEM
FRED BYLE
1255 IMPERIAL AVENUE, SUITE 900
SAN DIEGO, CA 92101-7492

Description	Qty	Unit Price	Total Price	Tax
-------------	-----	------------	-------------	-----

FISCAL YEAR 2016 - 2017
TDA EXPENDITURES

AMOUNT DUE	1.00	171,285.69	171,285.69	N
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IF YOU HAVE ANY QUESTIONS, PLEASE
BETSY SCHOER AT 619-441-5598

IF YOU HAVE ANY QUESTIONS
REGARDING THIS INVOICE, PLEASE
CALL PUBLIC WORKS
(619) 441-5598.

PLEASE NOTE OUR OFFICE HOURS-
MONDAY-THURSDAY 7:30AM-5:30PM
ALTERNATING FRIDAY 8AM-5PM.

Total Charges:	171,285.69
Total Tax:	0.00

Total Invoice:	171,285.69
Payments:	0.00
Adjustments:	0.00
Total Due:	171,285.69

ACTIVITY NO: 213000

EXPENDITURE SUMMARY	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 AMENDED BUDGET	2015-2016 EST. ACTUAL	2016-2017 PROPOSED
SALARIES & BENEFITS	87,372	88,459	96,218	93,341	136,651
MAT'L, SVC & SUPPLIES	82,247	86,668	124,646	111,596	130,571
CAPITAL OUTLAY	142,582	-	-	-	64,700
OTHER FINANCING USES	720,308	2,302	225,000	3,785	218,690
TOTAL	1,032,509	177,429	445,864	208,722	550,612

DETAIL OF PERSONNEL SERVICES				
JOB CLASSIFICATION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 PROPOSED
City Traffic Engineer	0.25	0.25	0.25	0.25
Senior Management Analyst	0.05	0.05	0.05	0.05
Associate Engineer	0.05	0.05	0.05	0.05
Senior Engineering Technician	0.10	0.10	0.05	0.05
Public Works Inspector	0.10	0.10	0.10	0.10
Engineering Technician	0.00	0.00	0.05	0.05
Administrative Secretary	0.05	0.05	0.05	0.05
Public Works Supervisor	0.00	0.00	0.00	0.05
Public Works Equipment Operator	0.00	0.00	0.00	0.05
Public Works Maintenance Worker II	0.05	0.05	0.05	0.10
TOTAL	0.70	0.70	0.70	0.80

PAGE NUMBER: 1
EXPSTALL

CITY OF EL CAJON
EXPENDITURE STATUS REPORT

SPI
DATE: 09/14/2017
TIME: 09:55:46
SELECTION CRITERIA: expldgr.key_orgn='213000'
ACCOUNTING PERIOD: 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT
TOTALLED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL
PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND-213 TRANSIT
BUDGET ACTIVITY-213000 TRANSIT TDA ARTICLE 4
1ST SUBTOTAL-7000 SALARIES AND BENEFITS

ACCOUNT	--- TITLE ---	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
7110	SALARIES	78,680.00	2,367.58	.00	60,589.35	18,090.65	77.01
7120	OVERTIME	500.00	.00	.00	36.75	463.25	7.35
7130	VACATION/SICK CONVERSION	1,222.00	.00	.00	2,178.54	-956.54	178.28
7170	STIPEND	.00	.00	.00	700.00	-700.00	.00
7310	PERS (EMPLOYER)	29,709.00	1,757.21	.00	23,744.75	5,964.25	79.92
7312	POST RETIREMENT BENEFITS	3,343.00	.00	.00	3,343.00	.00	100.00
7315	MEDICARE TAX	1,338.00	37.31	.00	1,014.90	323.10	75.85
7325	CAFETERIA	14,760.00	.00	.00	8,911.04	5,848.96	60.37
7335	WORKERS COMPENSATION	6,677.00	135.82	.00	3,252.40	3,424.60	48.71
7340	LIFE INSURANCE	186.00	.00	.00	155.63	30.37	83.67
7345	LTD INSURANCE	162.00	.00	.00	151.72	10.28	93.65
7350	STD INSURANCE	74.00	.00	.00	68.12	5.88	92.05
	TOTAL SALARIES AND BENEFITS	136,651.00	4,297.92	.00	104,146.20	32,504.80	76.21
1ST SUBTOTAL-8000 MATERIALS, SVC & SUPPLIES							
8160	OPERATING SUPPLIES	1,200.00	373.94	.00	1,497.48	-297.48	124.79
8336	INTERNAL ENG DESIGN	10,000.00	.00	.00	.00	10,000.00	.00
8510	OVERHEAD REIMBURSEMENT	24,071.00	.00	.00	24,071.00	.00	100.00
8522	ADVERTISING	250.00	.00	.00	.00	250.00	.00
8538	GRAFFITI REMOVAL	20,000.00	.00	.00	14,700.00	5,300.00	73.50
8560	PERMITS AND FEES	50.00	.00	.00	.00	50.00	.00
8576	REPAIRS AND MAINTENANCE	75,000.00	2,839.58	.00	34,793.15	40,206.85	46.39
	TOTAL MATERIALS, SVC & SUPPLI	130,571.00	3,213.52	.00	75,061.63	55,509.37	57.49
1ST SUBTOTAL-9000 CAPITAL OUTLAY							
9065	INFRASTRUCTURE	64,700.00	.00	.00	.00	64,700.00	.00
	TOTAL CAPITAL OUTLAY	64,700.00	.00	.00	.00	64,700.00	.00
1ST SUBTOTAL-9900 OTHER FINANCING USES							
9910	TRANSFER OUT	218,690.00	.00	.00	82,960.86	135,729.14	37.94
	TOTAL OTHER FINANCING USES	218,690.00	.00	.00	82,960.86	135,729.14	37.94
	TOTAL TRANSIT TDA ARTICLE 4	550,612.00	7,511.44	.00	262,168.69	288,443.31	47.61
	TOTAL TRANSIT	550,612.00	7,511.44	.00	262,168.69	288,443.31	47.61
	TOTAL REPORT	550,612.00	7,511.44	.00	262,168.69	288,443.31	47.61

PAGE NUMBER: 1
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
DATE: 09/14/2017
TIME: 09:55:21

SELECTION CRITERIA: expmgr.key_orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
213-12-31-30-213-000-213000 - TRANSIT TDA ARTICLE 4									
7110					.00	.00		.00 BEGINNING BALANCE	
07/01/16	11-1				78,680.00			POSTED FROM BUDGET SYSTEM	
07/08/16	22-1					2,294.06		PAYROLL CHARGES	
07/08/16	19-1		1-0114			-2,130.20		PPE07012016 ACCRUAL	
07/22/16	22-1					2,395.05		PAYROLL CHARGES	
08/05/16	22-2					2,403.88		PAYROLL CHARGES	
08/19/16	22-2					2,403.90		PAYROLL CHARGES	
09/02/16	22-3					2,403.89		PAYROLL CHARGES	
09/16/16	22-3					2,398.08		PAYROLL CHARGES	
09/30/16	22-3					2,239.37		PAYROLL CHARGES	
10/14/16	22-4					2,239.36		PAYROLL CHARGES	
10/28/16	22-4					2,239.37		PAYROLL CHARGES	
11/10/16	22-5					2,242.65		PAYROLL CHARGES	
11/25/16	22-5					2,244.32		PAYROLL CHARGES	
12/09/16	22-6					2,244.32		PAYROLL CHARGES	
12/23/16	22-6					2,244.33		PAYROLL CHARGES	
01/06/17	22-7					2,244.33		PAYROLL CHARGES	
01/20/17	22-7					2,244.33		PAYROLL CHARGES	
02/03/17	22-8					2,227.45		PAYROLL CHARGES	
02/17/17	22-8					2,368.42		PAYROLL CHARGES	
03/03/17	22-9					2,359.63		PAYROLL CHARGES	
03/17/17	22-9					2,359.62		PAYROLL CHARGES	
03/31/17	22-9					2,358.14		PAYROLL CHARGES	
04/14/17	22-10					2,359.63		PAYROLL CHARGES	
04/28/17	22-10					2,365.03		PAYROLL CHARGES	
05/12/17	22-11					2,368.42		PAYROLL CHARGES	
05/26/17	22-11					2,363.47		PAYROLL CHARGES	
06/09/17	22-12					2,371.27		PAYROLL CHARGES	
06/23/17	22-12					2,369.65		PAYROLL CHARGES	
07/07/17	19-13		13-0114			2,367.58		PPE06302017 ACCRUAL	
TOTAL					78,680.00	60,589.35		.00	18,090.65
7120 OVERTIME									
07/01/16	11-1				.00	.00		.00 BEGINNING BALANCE	
09/02/16	22-3				500.00	8.46		POSTED FROM BUDGET SYSTEM	
								PAYROLL CHARGES	

THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 2
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

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DATE: 09/14/2017
TIME: 09:55:21
SELECTION CRITERIA: expldgr.key_orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17

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TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7120	OVERTIME		(cont'd)						
11/10/16	22-5					20.26		PAYROLL CHARGES	
06/09/17	22-12					8.03		PAYROLL CHARGES	
TOTAL	OVERTIME				500.00	36.75	.00		463.25
7130	VACATION/SICK CONVERSIONS								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
07/22/16	22-1				1,222.00			POSTED FROM BUDGET SYSTEM	
09/16/16	22-3					62.26		PAYROLL CHARGES	
09/30/16	22-3					189.51		PAYROLL CHARGES	
11/25/16	22-5					1,405.50		PAYROLL CHARGES	
02/17/17	22-8					199.24		PAYROLL CHARGES	
03/03/17	22-9					23.39		PAYROLL CHARGES	
04/14/17	22-10					149.43		PAYROLL CHARGES	
05/26/17	22-11					108.45		PAYROLL CHARGES	
TOTAL	VACATION/SICK CONVERSIONS				1,222.00	40.76	.00	PAYROLL CHARGES	-956.54
7170	STIPEND								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
12/15/16	22-6				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	STIPEND					700.00	.00	PAYROLL CHARGES	-700.00
7310	PERS (EMPLOYER)								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
07/08/16	22-1				29,709.00			POSTED FROM BUDGET SYSTEM	
07/08/16	19-1					866.21		PAYROLL CHARGES-FRINGE	
07/22/16	22-1		1-0115			-804.34		PPE07012016 ACCRUAL	
08/05/16	22-2					904.48		PAYROLL CHARGES-FRINGE	
08/19/16	22-2					907.89		PAYROLL CHARGES-FRINGE	
09/02/16	22-3					907.89		PAYROLL CHARGES-FRINGE	
09/16/16	22-3					907.86		PAYROLL CHARGES-FRINGE	
09/30/16	22-3					905.64		PAYROLL CHARGES-FRINGE	
10/14/16	22-4					845.59		PAYROLL CHARGES-FRINGE	
10/28/16	22-4					845.71		PAYROLL CHARGES-FRINGE	
11/10/16	22-5					845.71		PAYROLL CHARGES-FRINGE	
11/25/16	22-5					846.97		PAYROLL CHARGES-FRINGE	
12/09/16	22-6					847.59		PAYROLL CHARGES-FRINGE	
						847.60		PAYROLL CHARGES-FRINGE	

THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 3
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
DATE: 09/14/2017
TIME: 09:55:21

SELECTION CRITERIA: expmgr.key orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7310									
12/23/16						847.59		PAYROLL CHARGES-FRINGE	
01/06/17						847.58		PAYROLL CHARGES-FRINGE	
01/20/17						847.59		PAYROLL CHARGES-FRINGE	
02/03/17						841.24		PAYROLL CHARGES-FRINGE	
02/17/17						894.53		PAYROLL CHARGES-FRINGE	
03/03/17						891.19		PAYROLL CHARGES-FRINGE	
03/17/17						891.20		PAYROLL CHARGES-FRINGE	
03/31/17						890.42		PAYROLL CHARGES-FRINGE	
04/14/17						891.22		PAYROLL CHARGES-FRINGE	
04/28/17						893.22		PAYROLL CHARGES-FRINGE	
05/12/17						894.51		PAYROLL CHARGES-FRINGE	
05/26/17						892.64		PAYROLL CHARGES-FRINGE	
06/09/17						895.60		PAYROLL CHARGES-FRINGE	
06/23/17						894.21		PAYROLL CHARGES-FRINGE	
07/07/17						894.19		PAYROLL CHARGES-FRINGE	
07/07/17						863.02		PPE06302017 ACCRUAL	
TOTAL					29,709.00	23,744.75		YEAR END TRUE-UP	5,964.25
7312									
07/01/16						.00		BEGINNING BALANCE	
10/06/16					3,343.00			POSTED FROM BUDGET SYSTEM	
10/06/16						279.00		MONTHLY OPEB	
10/06/16						279.00		MONTHLY OPEB	
10/06/16						279.00		MONTHLY OPEB	
11/01/16						279.00		MONTHLY OPEB	
12/05/16						279.00		MONTHLY OPEB	
01/03/17						279.00		MONTHLY OPEB	
02/01/17						279.00		MONTHLY OPEB	
03/01/17						279.00		MONTHLY OPEB	
04/01/17						279.00		MONTHLY OPEB	
05/01/17						279.00		MONTHLY OPEB	
06/01/17						274.00		MONTHLY OPEB	
TOTAL					3,343.00	3,343.00			.00
7315									
07/01/16						.00		BEGINNING BALANCE	
07/08/16					1,338.00			POSTED FROM BUDGET SYSTEM	
						34.55		PAYROLL CHARGES-FRINGE	

A-7 THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 4
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

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SPI
DATE: 09/14/2017
TIME: 09:55:21
SELECTION CRITERIA: expmgr.key orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17
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SORTED BY: FUND, BUDGET ACTIVITY, 1ST SUBTOTAL, ACCOUNT

TOTALED ON: FUND, BUDGET ACTIVITY, 1ST SUBTOTAL

PAGE BREAKS ON: FUND, BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7315	MEDICARE TAX		(cont'd)						
07/08/16	19-1		1-0115			-32.08		PPE07012016 ACCRUAL	
07/22/16	22-1					39.79		PAYROLL CHARGES-FRINGE	
08/05/16	22-2					39.01		PAYROLL CHARGES-FRINGE	
08/19/16	22-2					38.97		PAYROLL CHARGES-FRINGE	
09/02/16	22-3					39.11		PAYROLL CHARGES-FRINGE	
09/16/16	22-3					40.83		PAYROLL CHARGES-FRINGE	
09/30/16	22-3					52.95		PAYROLL CHARGES-FRINGE	
10/14/16	22-4					36.46		PAYROLL CHARGES-FRINGE	
10/28/16	22-4					36.49		PAYROLL CHARGES-FRINGE	
11/10/16	22-5					36.81		PAYROLL CHARGES-FRINGE	
11/25/16	22-5					39.44		PAYROLL CHARGES-FRINGE	
12/09/16	22-6					36.54		PAYROLL CHARGES-FRINGE	
12/15/16	22-6					10.13		PAYROLL CHARGES-FRINGE	
12/23/16	22-6					36.58		PAYROLL CHARGES-FRINGE	
01/06/17	22-7					36.62		PAYROLL CHARGES-FRINGE	
01/20/17	22-7					36.65		PAYROLL CHARGES-FRINGE	
02/03/17	22-8					36.24		PAYROLL CHARGES-FRINGE	
02/17/17	22-8					38.78		PAYROLL CHARGES-FRINGE	
03/03/17	22-9					40.44		PAYROLL CHARGES-FRINGE	
03/17/17	22-9					38.29		PAYROLL CHARGES-FRINGE	
03/31/17	22-9					34.25		PAYROLL CHARGES-FRINGE	
04/14/17	22-10					39.87		PAYROLL CHARGES-FRINGE	
04/28/17	22-10					38.36		PAYROLL CHARGES-FRINGE	
05/12/17	22-11					38.45		PAYROLL CHARGES-FRINGE	
05/26/17	22-11					38.93		PAYROLL CHARGES-FRINGE	
06/09/17	22-12					37.81		PAYROLL CHARGES-FRINGE	
06/23/17	22-12					37.32		PAYROLL CHARGES-FRINGE	
07/07/17	19-13		13-0114			37.31		PPE06302017 ACCRUAL	
TOTAL	MEDICARE TAX				1,338.00	1,014.90	.00		323.10
7325	CAFETERIA								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
07/08/16	22-1				14,760.00			POSTED FROM BUDGET SYSTEM	
07/22/16	22-1					325.00		PAYROLL CHARGES	
08/05/16	22-2					375.00		PAYROLL CHARGES	
08/19/16	22-2					375.00		PAYROLL CHARGES	
09/02/16	22-3					375.00		PAYROLL CHARGES	
09/16/16	22-3					339.79		PAYROLL CHARGES	

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CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

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DATE: 09/14/2017
TIME: 09:55:21
SELECTION CRITERIA: explmgr.key.orgn='213000',
ACCOUNTING PERIODS: 1/17 THRU 13/17
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SORTED BY: FUND, BUDGET ACTIVITY, 1ST SUBTOTAL, ACCOUNT

TOTALED ON: FUND, BUDGET ACTIVITY, 1ST SUBTOTAL

PAGE BREAKS ON: FUND, BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7325	CAFETERIA		(cont'd)						
10/14/16	22-4					350.00		PAYROLL CHARGES	
10/28/16	22-4					350.00		PAYROLL CHARGES	
11/10/16	22-5					350.00		PAYROLL CHARGES	
11/25/16	22-5					350.00		PAYROLL CHARGES	
12/09/16	22-6					350.00		PAYROLL CHARGES	
12/23/16	22-6					350.00		PAYROLL CHARGES	
01/06/17	22-7					367.50		PAYROLL CHARGES	
01/20/17	22-7					367.50		PAYROLL CHARGES	
02/03/17	22-8					367.50		PAYROLL CHARGES	
02/17/17	22-8					393.75		PAYROLL CHARGES	
03/03/17	22-9					393.75		PAYROLL CHARGES	
03/17/17	22-9					393.75		PAYROLL CHARGES	
04/14/17	22-10					393.75		PAYROLL CHARGES	
04/28/17	22-10					393.75		PAYROLL CHARGES	
05/12/17	22-11					393.75		PAYROLL CHARGES	
05/26/17	22-11					393.75		PAYROLL CHARGES	
06/09/17	22-11					393.75		PAYROLL CHARGES	
06/23/17	22-12					393.75		PAYROLL CHARGES	
TOTAL	CAFETERIA				14,760.00	8,911.04	.00	PAYROLL CHARGES	5,848.96
7335	WORKERS COMPENSATION								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
07/08/16	22-1				6,677.00			POSTED FROM BUDGET SYSTEM	
07/08/16	19-1					81.95		PAYROLL CHARGES-FRINGE	
07/22/16	22-1			1-0116		-76.10		PPE07012016 ACCRUAL	
08/05/16	22-2					121.05		PAYROLL CHARGES-FRINGE	
08/19/16	22-2					121.40		PAYROLL CHARGES-FRINGE	
09/02/16	22-3					121.79		PAYROLL CHARGES-FRINGE	
09/16/16	22-3					128.80		PAYROLL CHARGES-FRINGE	
09/30/16	22-3					114.54		PAYROLL CHARGES-FRINGE	
10/14/16	22-4					114.51		PAYROLL CHARGES-FRINGE	
10/28/16	22-4					114.52		PAYROLL CHARGES-FRINGE	
11/10/16	22-5					118.13		PAYROLL CHARGES-FRINGE	
11/25/16	22-5					114.58		PAYROLL CHARGES-FRINGE	
12/09/16	22-6					114.61		PAYROLL CHARGES-FRINGE	
12/23/16	22-6					114.59		PAYROLL CHARGES-FRINGE	
01/06/17	22-7					114.57		PAYROLL CHARGES-FRINGE	
01/20/17	22-7					114.61		PAYROLL CHARGES-FRINGE	

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THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
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ACCOUNTING PERIODS: 1/17 THRU 13/17

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TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7335				(cont'd)					
02/03/17	22-8					108.80		PAYROLL CHARGES-FRINGE	
02/17/17	22-8					133.55		PAYROLL CHARGES-FRINGE	
03/03/17	22-9					129.57		PAYROLL CHARGES-FRINGE	
03/17/17	22-9					129.59		PAYROLL CHARGES-FRINGE	
03/31/17	22-9					129.55		PAYROLL CHARGES-FRINGE	
04/14/17	22-10					129.57		PAYROLL CHARGES-FRINGE	
04/28/17	22-10					150.08		PAYROLL CHARGES-FRINGE	
05/12/17	22-11					150.75		PAYROLL CHARGES-FRINGE	
05/26/17	22-11					149.79		PAYROLL CHARGES-FRINGE	
06/09/17	22-12					127.93		PAYROLL CHARGES-FRINGE	
06/23/17	22-12					122.45		PAYROLL CHARGES-FRINGE	
07/07/17	19-13					135.82		PPE06302017 ACCRUAL	
TOTAL				13-0114 WORKERS COMPENSATION	6,677.00	3,252.40	.00		3,424.60
7340									
					.00	.00	.00	BEGINNING BALANCE	
07/01/16	11-1				186.00			POSTED FROM BUDGET SYSTEM	
07/08/16	22-1					7.02		PAYROLL CHARGES-FRINGE	
07/08/16	19-1					-6.52		PPE07012016 ACCRUAL	
07/22/16	22-1			1-0116		6.65		PAYROLL CHARGES-FRINGE	
08/05/16	22-2					6.63		PAYROLL CHARGES-FRINGE	
08/19/16	22-2					6.65		PAYROLL CHARGES-FRINGE	
09/02/16	22-3					6.64		PAYROLL CHARGES-FRINGE	
09/16/16	22-3					6.53		PAYROLL CHARGES-FRINGE	
10/14/16	22-4					6.52		PAYROLL CHARGES-FRINGE	
10/28/16	22-4					6.52		PAYROLL CHARGES-FRINGE	
11/10/16	22-5					6.53		PAYROLL CHARGES-FRINGE	
11/25/16	22-5					6.54		PAYROLL CHARGES-FRINGE	
12/09/16	22-6					6.54		PAYROLL CHARGES-FRINGE	
12/23/16	22-6					6.54		PAYROLL CHARGES-FRINGE	
01/06/17	22-7					6.54		PAYROLL CHARGES-FRINGE	
01/20/17	22-7					6.56		PAYROLL CHARGES-FRINGE	
02/03/17	22-8					6.53		PAYROLL CHARGES-FRINGE	
02/17/17	22-8					7.13		PAYROLL CHARGES-FRINGE	
03/03/17	22-9					7.06		PAYROLL CHARGES-FRINGE	
03/17/17	22-9					7.08		PAYROLL CHARGES-FRINGE	
04/14/17	22-10					7.06		PAYROLL CHARGES-FRINGE	
04/28/17	22-10					7.08		PAYROLL CHARGES-FRINGE	
05/12/17	22-11					7.06		PAYROLL CHARGES-FRINGE	

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CITY OF EL CAJON
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PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT	DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7350	07/08/16	STD INSURANCE		(cont'd)					PPE07012016 ACCRUAL	
	07/22/16	22-1		1-0116			-3.00		PAYROLL CHARGES-FRINGE	
	08/05/16	22-2					2.87		PAYROLL CHARGES-FRINGE	
	08/19/16	22-2					2.87		PAYROLL CHARGES-FRINGE	
	09/02/16	22-3					2.87		PAYROLL CHARGES-FRINGE	
	09/16/16	22-3					2.87		PAYROLL CHARGES-FRINGE	
	10/14/16	22-4					2.87		PAYROLL CHARGES-FRINGE	
	10/28/16	22-4					2.87		PAYROLL CHARGES-FRINGE	
	11/10/16	22-5					2.87		PAYROLL CHARGES-FRINGE	
	11/25/16	22-5					2.87		PAYROLL CHARGES-FRINGE	
	12/09/16	22-6					2.87		PAYROLL CHARGES-FRINGE	
	12/23/16	22-6					2.87		PAYROLL CHARGES-FRINGE	
	01/06/17	22-7					2.87		PAYROLL CHARGES-FRINGE	
	01/20/17	22-7					2.87		PAYROLL CHARGES-FRINGE	
	02/03/17	22-8					2.87		PAYROLL CHARGES-FRINGE	
	02/17/17	22-8					2.87		PAYROLL CHARGES-FRINGE	
	03/03/17	22-9					3.15		PAYROLL CHARGES-FRINGE	
	03/17/17	22-9					3.10		PAYROLL CHARGES-FRINGE	
	04/14/17	22-10					3.10		PAYROLL CHARGES-FRINGE	
	04/28/17	22-10					3.10		PAYROLL CHARGES-FRINGE	
	05/12/17	22-11					3.10		PAYROLL CHARGES-FRINGE	
	05/26/17	22-11					3.10		PAYROLL CHARGES-FRINGE	
	06/09/17	22-12					3.00		PAYROLL CHARGES-FRINGE	
	06/23/17	22-12					2.96		PAYROLL CHARGES-FRINGE	
TOTAL		STD INSURANCE				74.00	68.12	.00	PAYROLL CHARGES-FRINGE	5.88
7360		UNIFORM ALLOWANCE				.00	.00	.00	BEGINNING BALANCE	
	07/01/16	11-1				.00	.00	.00	POSTED FROM BUDGET SYSTEM	.00
TOTAL		UNIFORM ALLOWANCE				.00	.00	.00		
TOTAL 1ST SUBTOTAL - SALARIES AND BENEFITS						136,651.00	104,146.20	.00		32,504.80
8140		JANITORIAL SUPPLIES				.00	.00	.00	BEGINNING BALANCE	
	07/01/16	11-1				.00	.00	.00	POSTED FROM BUDGET SYSTEM	.00
TOTAL		JANITORIAL SUPPLIES				.00	.00	.00		
8160		OPERATING SUPPLIES				.00	.00	.00	BEGINNING BALANCE	

A THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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CITY OF EL CAJON
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PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
8160								
07/01/16 11-1					1,200.00		POSTED FROM BUDGET SYSTEM	
07/18/16 17-1		92946-02		10012 CAMEO PAPER & JA		374.80	POLYETHYLENE LINEAR LOW D	
08/17/16 21-2		92946-02	634360	10012 CAMEO PAPER & JA		374.80	TRASH LINERS	
11/22/16 17-5		93092-02		10012 CAMEO PAPER & JA		374.80	POLYETHYLENE LINEAR LOW D	
12/13/16 21-6			636146	10012 CAMEO PAPER & JA		374.80	TRASH CAN LINERS	
03/27/17 17-9		93214-02		10012 CAMEO PAPER & JA		374.80	POLYETHYLENE LINEAR LOW D	
04/13/17 21-10		93214-02	638025	10012 CAMEO PAPER & JA		373.94	TRASH LINERS-STREETS	
05/31/17 18-11		93305-02		10012 CAMEO PAPER & JA		373.94	CHANGE ORDER - 1	
07/06/17 21-13		93305-02	639393	10012 CAMEO PAPER & JA		373.94	POLYETHYLENE LINEAR LOW D	
07/27/17 21-13		93092-02		10012 CAMEO PAPER & JA		.00	POLYETHYLENE LINEAR LOW D	
TOTAL		OPERATING SUPPLIES			1,200.00	1,497.48		-297.48
8335								
07/01/16 11-1					.00	.00	BEGINNING BALANCE	
TOTAL		ENGINEERING SERVICES			.00	.00	POSTED FROM BUDGET SYSTEM	.00
8336								
07/01/16 11-1					.00	.00	BEGINNING BALANCE	
TOTAL		INTERNAL ENG DESIGN			10,000.00	.00	POSTED FROM BUDGET SYSTEM	10,000.00
8395								
07/01/16 11-1					.00	.00	BEGINNING BALANCE	
TOTAL		OTHER PROF/TECH SERVICES			.00	.00	POSTED FROM BUDGET SYSTEM	.00
8510								
07/01/16 11-1					.00	.00	BEGINNING BALANCE	
10/06/16 19-1		1-0001			24,071.00	2,006.00	POSTED FROM BUDGET SYSTEM	
10/06/16 19-2		2-0001				2,006.00	MONTHLY ADMIN OH	
10/06/16 19-3		3-0001				2,006.00	MONTHLY ADMIN OH	
10/06/16 19-4		4-0001				2,006.00	MONTHLY ADMIN OH	
11/01/16 19-5		5-0001				2,006.00	MONTHLY ADMIN OH	
12/05/16 19-6		6-0001				2,006.00	MONTHLY ADMIN OH	
01/03/17 19-7		7-0001				2,006.00	MONTHLY ADMIN OH	
02/01/17 19-8		8-0001				2,006.00	MONTHLY ADMIN OH	
03/01/17 19-9		9-0001				2,006.00	MONTHLY ADMIN OH	

A-13
THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 10
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
DATE: 09/14/2017
TIME: 09:55:21
SELECTION CRITERIA: expmgr.key_organ='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

TOTAL ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
8510			OVERHEAD REIMBURSEMENT (cont'd)					
04/01/17	19-10		10-0001			2,006.00	MONTHLY ADMIN OH	
05/01/17	19-11		11-0001			2,006.00	MONTHLY ADMIN OH	
06/01/17	19-12		12-0001			2,005.00	MONTHLY ADMIN OH	
TOTAL			OVERHEAD REIMBURSEMENT		24,071.00	24,071.00		.00
8522			ADVERTISING		.00	.00	.00 BEGINNING BALANCE	
07/01/16	11-1				250.00		POSTED FROM BUDGET SYSTEM	250.00
TOTAL			ADVERTISING		250.00	.00		.00
8538			GRAFFITI REMOVAL		.00	.00	.00 BEGINNING BALANCE	
05/19/16	17-1	92839-01		16337 AES PROPERTY SER	20,000.00		POSTED FROM BUDGET SYSTEM	
07/01/16	11-1					14,700.00		
07/21/16	21-1	92839-01	633898	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
08/10/16	21-2	92839-01	634218	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
09/14/16	21-3	92839-01	634746	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
10/13/16	21-4	92839-01	635161	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
11/08/16	21-5	92839-01	635590	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
12/19/16	21-6	92839-01	636239	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
01/19/17	21-7	92839-01	636555	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
02/07/17	21-8	92839-01	636929	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
03/08/17	21-9	92839-01	637462	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
04/13/17	21-10	92839-01	638013	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
05/11/17	21-11	92839-01	638471	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
06/08/17	21-12	92839-01	638946	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
TOTAL			GRAFFITI REMOVAL		20,000.00	14,700.00		5,300.00
8550			PERMITS AND FEES		.00	.00	.00 BEGINNING BALANCE	
07/01/16	11-1				50.00		POSTED FROM BUDGET SYSTEM	50.00
TOTAL			PERMITS AND FEES		50.00	.00		.00
8576			REPAIRS AND MAINTENANCE		.00	.00	.00 BEGINNING BALANCE	
07/01/16	11-1				75,000.00		POSTED FROM BUDGET SYSTEM	
08/10/16	21-2		634298	10220 ST MADELEINE SOP		2,839.58	.00 WORK CREW	
09/14/16	21-3		634824	10220 ST MADELEINE SOP		2,839.58	.00 AUG 2016	
10/13/16	21-4		635241	10220 ST MADELEINE SOP		2,839.58	.00 BUS STATIONS WORKCREW	

14
A THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 11
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

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DATE: 09/14/2017
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ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
8576			REPAIRS AND MAINTENANCE (cont'd)					
11/16/16	21-5		635794	10220 ST MADELEINE SOP		2,839.58	.00 OCT-2016 WORK CREW	
12/13/16	21-6		636212	10220 ST MADELEINE SOP		2,839.58	.00 NOV-16 WORK CREW	
01/24/17	21-7		636731	10220 ST MADELEINE SOP		2,839.58	.00 DECEMBER 2016	
02/16/17	21-8		637114	10220 ST MADELEINE SOP		2,839.58	.00 JAN-17 CREW (15-BUS)	
03/16/17	21-9		637661	10220 ST MADELEINE SOP		2,839.58	.00 FEB 2017	
04/18/17	21-10		638207	10220 ST MADELEINE SOP		2,839.58	.00 MARCH 2017	
05/11/17	21-11		638598	10220 ST MADELEINE SOP		62.45	.00 FEB-2017 NEW RATE	
05/11/17	21-11		638598	10220 ST MADELEINE SOP		218.58	.00 MAR-2017 NEW RATE	
05/17/17	21-11		638705	10220 ST MADELEINE SOP		3,058.16	.00 APRIL 2017 (20)	
06/14/17	21-12		639118	10220 ST MADELEINE SOP		3,058.16	.00 MAY 2017	
08/03/17	21-13		639866	10220 ST MADELEINE SOP		2,839.58	.00 JUNE 2017	
TOTAL			REPAIRS AND MAINTENANCE		75,000.00	34,793.15		40,206.85
TOTAL 1ST SUBTOTAL - MATERIALS, SVC & SUPPL					130,571.00	75,061.63		55,509.37
9060			BUILDINGS & IMPROVEMENTS					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
TOTAL			BUILDINGS & IMPROVEMENTS		.00	.00	POSTED FROM BUDGET SYSTEM	.00
9065			INFRASTRUCTURE					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
TOTAL			INFRASTRUCTURE		64,700.00	.00	POSTED FROM BUDGET SYSTEM	64,700.00
TOTAL 1ST SUBTOTAL - CAPITAL OUTLAY					64,700.00	.00		64,700.00
9910			TRANSFER OUT					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
10/06/16	19-1		1-0011		218,690.00	138.06	POSTED FROM BUDGET SYSTEM	
06/28/17	21-12		639300	11768 METROPOLITAN TRA		82,822.80	PW3483 JUL CIP	
TOTAL			TRANSFER OUT		218,690.00	82,960.86	PW3483	135,729.14
9995			PROJECTS					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
TOTAL			PROJECTS		.00	.00	POSTED FROM BUDGET SYSTEM	.00

PAGE NUMBER: 12
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

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DATE: 09/14/2017
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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4
ACCOUNT DATE T/C PO REFERENCE VENDOR
TOTAL 1ST SUBTOTAL - OTHER FINANCING USES 218,690.00 82,960.86 135,729.14
TOTAL BUDGET ACTIVITY - TRANSIT TDA ARTICLE 550,612.00 262,168.69 288,443.31
TOTAL FUND - TRANSIT 550,612.00 262,168.69 288,443.31
TOTAL REPORT 550,612.00 262,168.69 288,443.31



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

**Draft for
Executive Committee
Review Date: 10/12/17**

U2 LIGHT RAIL VEHICLE DISPOSAL SERVICES - CONTRACT AWARD

THIS ITEM WILL BE PROVIDED AT EXECUTIVE COMMITTEE MEETING





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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

**Draft for
Executive Committee
Review Date: 10/12/17**

SUBJECT:

GREEN LINE TROLLEY STATIONS IMPROVEMENT CONSTRUCTION
MANAGEMENT SERVICES – 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. WOA2021-CM01 to MTS Doc. No. G2021.0-17 (in substantially the same format as Attachment A) with DHS Consulting, Inc. (DHS) for the Green Line Trolley Stations Improvement Construction Management Services.

Budget Impact

The value of this agreement will not exceed \$263,336.88 and is funded through the MTS Capital Improvement Project budget account(s) 2006006303, 2006006402, and 2006006502.

DISCUSSION:

The Scope of Work for DHS Work Order WOA2021-CM-01 consists of construction management services for the Green Line Trolley Stations Improvement for shelter replacement at:

- Old Town Transit Center
- Amaya Drive Trolley Station
- El Cajon Transit Center
- Arnele Avenue Trolley Station
- Gillespie Field Station

The Work Order will provide total construction management in the areas of planning, coordination and management (collectively “Construction Management Services”) across the duration of this project.



Therefore, staff recommends that the Board of Directors authorize the CEO to execute Work Order WOA2021-CM-01 to MTS Doc. G2021.0-17 with DHS Consulting, Inc. for the Green Line Trolley Station Improvement Construction Management Services.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G2021.0-17 Work Order WOA2021-CM01

October 19, 2017

MTS DOC No. G2021.0-17
Work Order WOA2021-CM01

Sudhir Damle
President
DHS Consulting, Inc.
8880 Rio San Diego Dr. 8th floor
San Diego, CA 92108

Dear Mr. Kim:

Subject: MTS DOC. NO. G2021.0-17, WORK ORDER WOA2021-CM01; CONSTRUCTION
MANAGEMENT SERVICES FOR GREEN LINE TROLLEY IMPROVEMENTS

This letter shall serve as our agreement for professional services, Work Order WOA2021-CM01, under the Construction Management Agreement, MTS Doc. No. G2021.0-17, as further described below.

SCOPE OF SERVICES

Provide construction management services for the Green Line Trolley Improvement project to ensure that the project is completed in accordance to the Scope of Services. This work will consist of onsite inspection and review of submittals and RFI's throughout the construction process. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A and B)

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 \$263,336.88

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Thomas K. Kim
HDR Engineering, Inc.

Date:

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



WORK ORDER TITLE: Green Line Trolley Station Improvements Construction Management and Inspection Services
MTS Doc. No. XXXXXX

I. PROJECT DESCRIPTION

MTS is in the process of replacing shelters at Old Town Transit Center, Amaya Drive Trolley Station, El Cajon Transit Center, Arnele Avenue Trolley Station, and Gillespie Field Station. The shelters, including shelter roofs, columns, column cladding, electrical, lighting, and trash receptacles are part of this replacement. This task order is for Construction Management services required to provide a Resident Engineer and Field Inspector.

II. EXPECTED RESULTS

Attain a Resident Engineer and Field Inspector to manage the Construction and provide Inspection for the MTS enhancements to in accordance with SANDAG policies and procedures.

III. SCOPE OF WORK

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

Engineering and Inspection Services

Resident Engineer:

- A. Attendance on conference calls and or site meetings with the contractor and related subcontractors.
- B. Technical support to SANDAG/MTS Project Manager.
- C. Provide oversight for installation and modifications of trolley station shelter upgrade and improvements.

Field Inspector:

- A. Provide quality control and project oversight for the replacement of the shelters and required incidentals to ensure that is completed per the plans and specifications.
- B. Ensure that work is completed within the safety standards required by MTS of their contractors.

IV. PERIOD OF PERFORMANCE

The period of performance shall be 180 calendar days.

V. DELIVERABLES

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

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

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**A. Tasks Schedule**

Task	Begin/End Dates
Construction Management Services	NTP to 6/30/2018
Project Closeout and Final Records Transmittal	6/30/2018

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

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

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors

negligence and thus not 100% complete by MTS' Project Manager, Firm shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

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

X. DEFICIENT WORK PRODUCT:

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

- Paying applicable delay fees,
- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

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

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

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

XII. ADDITIONAL INFORMATION

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

Work Order Estimate
Summary

Att. A, AI 10, 10/19/17

Total Hours =

1,488

Total Costs =

\$263,336.88

Consultant/Subconsultant:

DHS CONSULTING

MTS Doc. No.:

Work Order No.:

Work Order Title:

GREEN LINE TROLLEY STATION IMPROVEMENTS

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Lucas Rathe	Val Lankovsky									Total Hours	Totals
				Resident Engineer	Field Inspector										
				\$ 167.95	\$ 170.11		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
1	Task 1	Construction Management and Inspection Services													
	Construction Management and Inspection Services		\$11,250.00	480	1008									1,488	\$263,336.88
Subtotals (Hours) =			N/A	480	1008									1,488	\$263,336.88
Subtotals (Costs) =			\$11,250.00	\$80,616.00	\$171,470.88									1,488	\$263,336.88
2	Task 2														
Subtotals (Hours) =			N/A												
Subtotals (Costs) =															
Totals (Summary) =															
Total (Hours) =			N/A	480	1008									1488	
Total (Costs) =			\$11,250.00	\$80,616.00	\$171,470.88										\$263,336.88
Percentage of Total (Hours) =			N/A	32%	68%								100%		
Percentage of Total (Costs) =			4%	31%	65%										100%



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

**Draft for
Executive Committee
Review Date: 10/12/17**

SUBJECT:

PURCHASE NEW SHELTERS – GREEN LINE TROLLEY STATIONS – 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. L1404.0-18 (in substantially the same format as Attachment A) with Next Stage Engineering for the purchase of Station Shelters for the Green Line.

Budget Impact

The total value of this agreement shall not exceed \$851,225 (\$790,000 plus \$61,225 CA sales tax), which will be funded under the MTS Capital Improvement Project (CIP) accounts 2006006502 & 2006006402.

DISCUSSION:

This contract is for the purchase of new shelters at Amaya, El Cajon, Arnele and Gillespie Field for installation by contractors. A Job Order Contract (JOC) will be utilized for installation, and a total of 40 shelters will be replaced.

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

On August 14, 2017 staff issued an Invitation for Bids (IFB) for the purchase of new shelters for the Green Line Stations. A total of two (2) responsive and responsible bids were received by the due date of September 26, 2017 from:



COMPANY NAME	BID AMOUNT	Meets Buy America Requirements
** Next Stage Engineering	\$851,225.00	Y
AJ Roberts Industrial	\$964,081.27	Y
<i>MTS Independent Cost Estimate (ICE)</i>	\$772,695.00	

**** Lowest responsive and responsible Bidder**

Next Stage Engineering's bid amount was found to be the lowest responsive and responsible bidder in the amount of \$851,225. Based on the comparison between the Independent Cost Estimate (ICE) of \$772,695 and MTS's past purchase history, Next Stage Engineering's bid amount is deemed to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L0404.0-18 (in substantially the same format as Attachment A), with Next Stage Engineering for the purchase of the Green Line Station Shelters.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. L1404.0-18

STANDARD PROCUREMENT AGREEMENT

L1404.0-18

CONTRACT NUMBER

WBSE #2006006502/2006006402

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: Next Stage EngineeringAddress: 516 W Shaw Ave., Suite 200

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

Fresno, CA 93704Telephone: 559-221-4935Authorized person to sign contracts: Joe Munoz

Project 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 new shelters for Green Line trolley stations as specified in MTS's Minimum Technical Specifications (attached as Exhibit A), Next Stage Engineering's Bid dated September 26, 2017 (attached as Exhibit B), and the MTS Standard Conditions Procurement (attached as Exhibit C), and Federal Requirements (attached as Exhibit D).

Contractor shall assume all responsibility and risk of loss incident and adhere to said delivery:

#	LOCATION	ADDRESS	DELIVERY DATES
1	El Cajon Transit Center	352 S. Marshall Ave., El Cajon, CA 92020	NTP + 120 days
2	Amaya Drive Trolley Station	9100 Amaya Ct., La Mesa, CA 91942	NTP + 150 days
3	Arnele Avenue Trolley Station	762 ½ N. Marshall Ave., El Cajon, CA 92020	NTP + 180 days
4	Gillespie Field Trolley Station	1990 ½ Cuyamaca St., El Cajon, CA 92020	NTP + 210 days

The total contract cost shall be firm fixed price not exceed \$851,225, which includes tax and delivery costs. Payment terms shall be net 30 days from invoice date.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CONTRACTOR AUTHORIZATION

By: _____
Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Firm: _____

By: _____
Signature

Title: _____

AMOUNT ENCUMBERED

BUDGET ITEM

FISCAL YEAR

\$851,225WBSE #2006006502/2006006402 - 5711422018

By: _____

Chief Financial Officer

(_____ total pages, each bearing contract number)

Date

SA-PROCUREMENT (REV 6-15)
DATE



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

**Draft for
Executive Committee
Review Date: 10/12/17**

SUBJECT:

PYRAMID BUILDING SEWER LINE REPLACEMENT - RATIFY WORK ORDER
UNDER A JOB ORDER CONTRACT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors ratify the action taken by the Chief Executive Officer (CEO) approving Work Order No. MTSJOC7504-40, under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc. for the sewer line replacement project at the MTS Pyramid Building located at 1695 Main Street and authorizing an additional project contingency of \$25,000 for unforeseen conditions.

Budget Impact

The total cost for this work order is \$99,499.99 inclusive of a direct cost of \$98,504.99 and the contractor's 1% administrative fee totaling \$995.00 funded from the Land Management Budget. An additional \$25,000 project contingency may be added to the Land Management Budget impacts depending on unforeseen conditions.

DISCUSSION:

The existing 4-inch diameter cast iron sewer line under the Pyramid Building located at 1695 Main Street, has recently overflowed this year multiple times due to blockages, extensive corrosion, and pipe deterioration. Last month, an additional sewer cleanout was installed just outside the building to provide better access to remove debris at the lower reach of the sewer. After installation of the cleanout, the sewer was cleaned and video inspected to assess the condition of the pipe. The inspection revealed that the sewer has substantial problems including vertical sagging, obstructions, extreme inside pipe roughness due to corrosion, and breakages. Additionally, the sewer inspection confirmed that the sewer line was beyond repair and needed to be fully replaced.



On October 3, 2017, Work Order No. MTSJOC7504-40 in the amount of \$98,504.99 was issued to ABC Construction, Inc. (the contractor) under existing Job Order Contracting Services contract MTS Doc. No. PWL204.0-16. This work order, with a scheduled completion date of October 25, 2017, provides for the work necessary to replace this existing 65-year old failing sewer and re-connect the lateral drain lines from the existing bathrooms in the building to the replacement sewer line. The work will require open trench construction to remove the existing sewer, install the new sewer, and reconnect the bathroom drain lines. A new reinforced concrete replacement slab section will then be constructed to complete the work in the trench area.

The building is currently occupied by two tenants and MTS has approved two additional leases that will occupy approximately 90% of the building. The building tenants are aware of this needed work, are currently using portable bathrooms, and would like the project to be completed as soon as possible. The impacts of the work for each tenant have been discussed with the Lessees and they have concurred with the work schedule.

The staff and the contractor are currently unaware of any construction issues that would require additional expenditure under this work order. However, staff recommends that the Board approve an additional project contingency of \$25,000 to be used if any unforeseen conditions arise that would require additional scope to be added. Staff feels this is prudent because of uncertainties beyond those known issues that were included in the scope of the work. The pipe is very old and is beneath the building foundation. The contingency will provide staff the ability to quickly approve any needed actions on the ground to minimize disruptions to our tenants and delay in completion of the work. Also, because the existing job order is close to the \$100,000 threshold amount that would require MTS Board approval, staff recommends that the MTS Board of Directors ratify the action taken by the Chief Executive Officer approving the work order and approving an additional project contingency of \$25,000.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Work Order MTSJOC7504-40, to MTS Doc. No. PWL204.0-16



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

JOB ORDER CONTRACT WORK ORDER

PWL204.0-16
CONTRACT NUMBER
MTSJOC7504-40
WORK ORDER NUMBER

THIS AGREEMENT is entered into this 4th day of October 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: ABC Construction, Inc.
Form of Business: Corporation
(Corporation, Partnership, Sole proprietor, etc.)

Address: 3120 National Avenue
San Diego, CA 92113
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 \$99,499.99 inclusive of a direct cost of \$98,504.99 and a 1% Gordian Group license fee of \$995.00.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$ 98,504.99.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: <u>[Signature]</u> Chief Executive Officer	Firm: <u>ABC Construction Co., Inc.</u>
Approved as to form:	By: <u>[Signature]</u>
By: <u>[Signature]</u> Office of General Counsel	Signature Title: <u>CEO</u>

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 98,504.99	791010	2018
By: <u>[Signature]</u> Chief Financial Officer		<u>10/3/17</u> Date

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

PWL204.0-16.MTSJOC7504-40.HERZOG.SAUGUSTYN.10/03/2017

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.



EXHIBIT A

(Scope of Work)

Detailed Scope of Work

Job Order Contract



Date: 09/20/2017

To: Wayne Czubernat
Project Manager
ABC Construction, Inc.
3120 National Ave
San Diego, Ca 92113
Phone: (619) 239-3428
Fax: (619) 239-6614

From: Gabriel McKee
Project Engineer
San Diego Metropolitan Transit System
1255 Imperial Ave, Suite 900
San Diego, CA 92101
Phone: (619) 515-0931
Fax:

Project: MTSJOC7504-40

MTS Work Order Number: TBD

Title: Pyramid Building Sewer Main

Location: Pyramid Building

Railroad Protective: ☐ Yes ☒ No

Detailed Scope of Work

Pyramid Building Sewer Line Replacement Scope of Work

- 1) Saw cut concrete slab, approx. 2' wide trench to access to exiting sewer line and laterals.
- 2) Excavate to expose existing 4" sewer line, clean-out and existing restroom laterals
- 3) Replace existing CI sewer line with new 4" ABS
- 4) Install new clean-outs flush with existing concrete slab
- 5) Re-connect existing lateral lines from the existing restrooms
- 6) Stub out a waste line for future restroom in bay one by exterior wall (Bathroom contractor to provide location/layout)
- 7) Protect trench opening with plywood during construction, protect dirt with plastic sheathing during construction
- 8) Backfill and compact trench with native to proper elevation
- 9) Remove concrete and excess debris from site
- 10) Patch back concrete slab, finish to match existing concrete (Area by new restroom to leave open for patch back by others)
- 11) All equipment, materials stored will be moved out of the way by tenant(s) and or owner prior of proceeding with the work.
- 12) Add staggered rebar dowels at 24" OC, drill existing concrete slab and epoxy in, prior of patch back.
- 13) Saw cut, haul concrete, excavate, back fill, dowel and concrete (including old bathroom underground)
- 14) Underground ABS (sewer) plumbing, underground copper and cap old bathrooms


Gabriel McKee, Project Engineer

9/21/17
Date


Dennis Lortie, Project Manager

9/21/17
Date

EXHIBIT B (Cost Breakdown)

Job Order Contract

Contractor's Price Proposal Summary- CSI

Work Order #: MTSJOC7504-40
Title: Pyramid Building Sewer Main
Contractor: SANDAG - ABC Construction - MTSJOC7504
Proposal Value: \$99,499.99
Proposal Name: Pyramid Building Sewer Main

To: Gabriel McKee
 Project Engineer
 San Diego Metropolitan Transit System
 1255 Imperial Ave, Suite 900
 San Diego, CA 92101

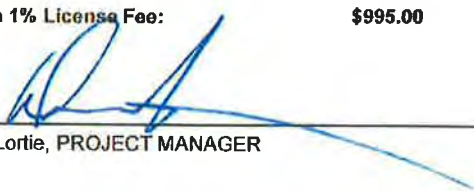
From: Dennis Lortie
 PROJECT MANAGER
 ABC Construction Co. Inc.

01 - General Requirements:	\$3,260.05
02 - Existing Conditions:	\$12,364.63
03 - Concrete:	\$25,935.38
22 - Plumbing:	\$23,231.37
31 - Earthwork:	\$34,708.56
Work Order Proposal Total	\$99,499.99

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

The Percent of NPP on this Proposal: 0.00%

Gordian 1% License Fee: \$995.00


 Dennis Lortie, PROJECT MANAGER

9/21/17
 Date

Job Order Contract

Contractor's Price Proposal Detail- CSI

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main
 Contractor: SANDAG - ABC Construction - MTSJOC7504
 Proposal Value: \$99,499.99
 Proposal Name: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements				
1	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or Dumpster Per CY of debris removed.	\$601.03
		Installation	Quantity 29.00 x Unit Price \$19.74 x Factor 1.0499 = Total \$601.03 Concrete Debris	
2	01 74 19 00-0018	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.	\$1,249.38
		Installation	Quantity 2.00 x Unit Price \$595.00 x Factor 1.0499 = Total \$1,249.38 Concrete Debris	
3	01 74 19 00-0025	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout Bin Includes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.	\$1,409.64
		Installation	Quantity 2.00 x Unit Price \$671.32 x Factor 1.0499 = Total \$1,409.64 New concrete pour & pump clean up	
Subtotal for 01 - General Requirements:				\$3,260.05
02 - Existing Conditions				
4	02 41 13 13-0019	SF	>6" To 6" By Hand, Break-up And Remove Concrete Paving	\$5,086.77
		Installation	Quantity 750.00 x Unit Price \$6.46 x Factor 1.0499 = Total \$5,086.77 Demolition of existing concrete slab	
5	02 41 19 13-0055	LF	Saw Cut Rod Reinforced Concrete Slab Up To 4" Depth	\$3,662.05
		Installation	Quantity 800.00 x Unit Price \$4.36 x Factor 1.0499 = Total \$3,662.05 Saw cut of existing slab area for new sewer line, new restroom stub outs, existing restroom demo	
6	02 41 19 13-0055	0031 LF	For Each Additional Pass (Depth To 3"), Add	\$1,402.67
		Installation	Quantity 800.00 x Unit Price \$1.67 x Factor 1.0499 = Total \$1,402.67	
7	02 41 19 13-0063	EA	Saw Cut Minimum Set-up Charge, One Per Project For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$2,213.14
		Installation	Quantity 3.00 x Unit Price \$702.65 x Factor 1.0499 = Total \$2,213.14	
Subtotal for 02 - Existing Conditions:				\$12,364.63
03 - Concrete				

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
03 - Concrete				
8	03 21 16 00-0171	EA	1/2" Diameter x 24" Long, Epoxy Coated Deformed Straight Dowel	\$500.80
		Quantity	Unit Price	Factor
	Installation	180.00 x	\$2.65 x	1.0499 =
				Total
				\$500.80
		Dowels in existing slab prior of pour back		
9	03 21 16 00-0171	0021 EA	For Drilling Hole Into Concrete, Horizontal, Add Per Inch Of Depth	\$4,376.82
		Quantity	Unit Price	Factor
	Installation	2,160.00 x	\$1.93 x	1.0499 =
				Total
				\$4,376.82
10	03 31 13 00-0042	CY	Up To 6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.	\$2,020.53
		Quantity	Unit Price	Factor
	Installation	15.00 x	\$128.30 x	1.0499 =
				Total
				\$2,020.53
		Concrete pump		
11	03 31 13 00-0042	0035 CY	For 4,000 PSI Concrete, Add	\$139.37
		Quantity	Unit Price	Factor
	Installation	15.00 x	\$8.85 x	1.0499 =
				Total
				\$139.37
12	03 31 13 00-0102	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses	\$1,742.23
		Quantity	Unit Price	Factor
	Installation	14.00 x	\$118.53 x	1.0499 =
				Total
				\$1,742.23
		Concrete pump		
13	03 31 13 00-0116	SF	6" Equipment Pad With Rebar	\$14,213.02
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$18.05 x	1.0499 =
				Total
				\$14,213.02
		Pour back of trench, no production , low production		
14	03 35 16 00-0003	SF	Concrete Floor Finishes, Darby	\$590.57
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$0.75 x	1.0499 =
				Total
				\$590.57
15	03 35 16 00-0006	SF	Concrete Floor Finishes, Steel Trowel	\$866.17
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$1.10 x	1.0499 =
				Total
				\$866.17
16	03 35 43 00-0012	SF	Apply Two Coats Of Concrete Densifier With Stain Protector	\$231.50
		Quantity	Unit Price	Factor
	Installation	1,225.00 x	\$0.18 x	1.0499 =
				Total
				\$231.50
17	03 35 43 00-0012	0171 SF	For >1,000 To 2,500, Add	\$270.09
		Quantity	Unit Price	Factor
	Installation	1,225.00 x	\$0.21 x	1.0499 =
				Total
				\$270.09
18	03 35 43 00-0013	SF	Concrete Floor Polishing Final Clean Up	\$70.87
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$0.09 x	1.0499 =
				Total
				\$70.87
19	03 39 33 00-0014	SF	0.65 LB/SF, Metallic, Shake On Floor Hardener	\$913.41
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$1.16 x	1.0499 =
				Total
				\$913.41
Subtotal for 03 - Concrete:				\$25,935.38
22 - Plumbing				

Contractor's Price Proposal Detail- CSI

Page 2 of 5
 9/21/2017

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: MTSJOC7504-40

Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing				
20	22 05 76 00-0005	EA	4" Floor Cleanout, Round Or Square Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover	\$2,879.20
		Quantity	Unit Price	Factor
		6.00	\$393.13	1.0499
		x	x	=
				Total
				\$2,476.48
		6.00	\$63.93	1.0499
		x	x	=
				Total
				\$402.72
		Removal of existing and replacement of new		
21	22 13 13 00-0003	EA	Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent Pipe Includes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.	\$341.13
		Quantity	Unit Price	Factor
		1.00	\$324.92	1.0499
		x	x	=
				Total
				\$341.13
		Removal of existing		
22	22 13 13 00-0007	EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent Pipe Includes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.	\$218.47
		Quantity	Unit Price	Factor
		1.00	\$208.09	1.0499
		x	x	=
				Total
				\$218.47
		Removal of existing		
23	22 13 16 00-0005	LF	4" Underground Bell And Spigot Cast Iron Soil Pipe Assembly Includes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available	\$2,784.33
		Quantity	Unit Price	Factor
		0.00	\$38.71	1.0499
		x	x	=
				Total
				\$0.00
		300.00	\$8.84	1.0499
		x	x	=
				Total
				\$2,784.33
		Removal of existing sewer line		
24	22 13 16 00-0005	0186 LF	For Work In Restricted Working Space, Add	\$1,855.17
		Quantity	Unit Price	Factor
		300.00	\$5.89	1.0499
		x	x	=
				Total
				\$1,855.17
25	22 13 16 00-0011	LF	1-1/2" Aboveground No Hub Cast Iron Soil Pipe Assembly Includes all fittings, couplings and hangers. Fittings are assumed every 10' Not for use where detail is available.	\$91.97
		Quantity	Unit Price	Factor
		0.00	\$17.45	1.0499
		x	x	=
				Total
				\$0.00
		20.00	\$4.38	1.0499
		x	x	=
				Total
				\$91.97
		Removal of existing sewer line		
26	22 13 16 00-0052	EA	4" Bell And Spigot Cast Iron 1/4 Bend	\$131.53
		Quantity	Unit Price	Factor
		0.00	\$109.04	1.0499
		x	x	=
				Total
				\$0.00
		4.00	\$31.32	1.0499
		x	x	=
				Total
				\$131.53
		Removal of existing sewer line		
27	22 13 16 00-0072	EA	4" Bell And Spigot Cast Iron Wye	\$423.19
		Quantity	Unit Price	Factor
		0.00	\$140.32	1.0499
		x	x	=
				Total
				\$0.00
		6.00	\$67.18	1.0499
		x	x	=
				Total
				\$423.19
		Removal of existing sewer line		

Contractor's Price Proposal Detail- CSI Continued.

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing				
28	22 13 16 00-0081	EA	4" x 2" Bell And Spigot Cast Iron Reducing Wye	\$380.86
		Quantity	Unit Price	Factor
	Installation	0.00 x	\$159.09 x	1.0499 =
	Demolition	6.00 x	\$60.46 x	1.0499 =
	Removal of existing sewer line			\$380.86
29	22 13 16 00-0713	LF	4" Schedule 40 Acrylonitrile Butadiene Styrene (ABS) DWV Pipe Assembly Includes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available	\$9,032.29
		Quantity	Unit Price	Factor
	Installation	350.00 x	\$24.58 x	1.0499 =
	New sewer line			\$9,032.29
30	22 13 16 00-0713	0152 LF	For Work In Restricted Working Space, Add	\$2,359.13
		Quantity	Unit Price	Factor
	Installation	350.00 x	\$6.42 x	1.0499 =
				\$2,359.13
31	22 13 16 00-0743	EA	4" Acrylonitrile Butadiene Styrene (ABS) DWV Sanitary Tees	\$496.83
		Quantity	Unit Price	Factor
	Installation	6.00 x	\$78.87 x	1.0499 =
	New sewer line			\$496.83
32	22 13 16 00-0751	EA	4" x 4" x 1-1/2" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Sanitary Tees	\$337.56
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$80.36 x	1.0499 =
	New sewer line			\$337.56
33	22 13 16 00-0752	EA	4" x 4" x 2" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Sanitary Tees	\$338.57
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$80.62 x	1.0499 =
	New sewer line			\$338.57
34	22 13 16 00-0770	EA	4" Acrylonitrile Butadiene Styrene (ABS) DWV Wyes	\$520.90
		Quantity	Unit Price	Factor
	Installation	6.00 x	\$82.69 x	1.0499 =
	New sewer line			\$520.90
35	22 13 16 00-0776	EA	4" x 4" x 2" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Wyes	\$296.58
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$70.62 x	1.0499 =
	New sewer line			\$296.58
36	22 13 16 00-0777	EA	4" x 4" x 3" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Wyes	\$329.29
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$78.41 x	1.0499 =
	New sewer line			\$329.29
37	22 66 53 00-0383	EA	4" Mechanical Joint Couplings For Mechanical Joint High Silicon Iron Alloy Acid Resistant DWV Pipe And Fitting	\$414.37
		Quantity	Unit Price	Factor
	Installation	6.00 x	\$65.78 x	1.0499 =
	New sewer line - At walls			\$414.37

Contractor's Price Proposal Detail- CSI

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 9/21/2017

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
Subtotal for 22 - Plumbing:				\$23,231.37
31 - Earthwork				
38	31 23 16 13-0007	CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.	\$19,725.37
		Quantity	Unit Price	Factor
	Installation	186.00 x	\$101.01 x	1.0499 =
	New sewer line			Total \$19,725.37
39	31 23 16 13-0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$5,479.60
		Quantity	Unit Price	Factor
	Installation	186.00 x	\$28.06 x	1.0499 =
	New sewer line			Total \$5,479.60
40	31 23 16 13-0014	CY	Compaction of Fill or Subbase for Trenches by Hand	\$6,180.66
		Quantity	Unit Price	Factor
	Installation	186.00 x	\$31.65 x	1.0499 =
	New sewer line			Total \$6,180.66
41	31 23 16 13-0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching	\$233.30
		Quantity	Unit Price	Factor
	Installation	3.00 x	\$74.07 x	1.0499 =
	New sewer line			Total \$233.30
42	31 23 16 36-0026	SY	Finish Grading For Building Foundations And Other Structures by Hand	\$834.41
		Quantity	Unit Price	Factor
	Installation	85.00 x	\$9.35 x	1.0499 =
	New sewer line			Total \$834.41
43	31 23 16 36-0029	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Hand	\$2,255.22
		Quantity	Unit Price	Factor
	Installation	29.00 x	\$74.07 x	1.0499 =
	New sewer line			Total \$2,255.22
Subtotal for 31 - Earthwork:				\$34,708.56
Work Order Proposal Total				\$99,499.99

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

The Percent of NPP on this Proposal: 0.00%

EXHIBIT C
(Subcontractor Listing)

**Job Order Contract
Subcontractor Listing**


Date: 9/21/2017
Job Order Number: MTSJOC7504-40
Job Order Title: Pyramid Building Sewer Main

To: Michael Diana
 Assistant Resident Engineer
 1255 Imperial Avenue, Suite 900
 San Diego, CA 92101

From: Dennis Lortie
 PROJECT MANAGER
 ABC Construction Co. Inc.

Phone: (619) 595-1021
Fax:

Phone: 619-922-7042
Fax:

Railroad Protective: ☐ Yes ☒ No

Race Conscious: ☐ Yes ☒ No

DBE/UDBE Goal:

Name of Contractor	Trade	UDBE \$	DBE \$	SB \$	Non UDBE/DBE/SB	%
R&R Plumbing	Plumbing	\$0.00	\$0.00	\$0.00	\$68,000.00	58.20%
ABC Construction, Inc.	CM, Protection, Clean up, Dumpsters	\$0.00	\$0.00	\$0.00	\$41,499.99	41.71%
TOTALS		\$0.00	\$0.00	\$0.00	\$99,499.99	100.00%

Work Order Total:	\$99,499.99
% of Work to be performed by Certified UDBE/DBE/SB:	0.00%

Signature:

Title: PROJECT MANAGER

Dennis Lortie

Firm or Corporate Name: SANDAG - ABC Construction

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

Telephone Number: (619) 239-3428