



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

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

9:00 a.m.

Meeting will be held via teleconference for Board Members
Board Meeting Room will still be open to the public to listen and provide comments

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. Live audio streaming of the MTS Board of Directors meetings can be accessed at the following link: <https://www.sdmts.com/boardroom-stream>.

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – February 13, 2020 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics
during the meeting

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

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



CONSENT ITEMS

6. [Property Insurance Renewal](#) Approve
Action would authorize the Chief Executive Officer (CEO) to renew the property insurance coverage for the San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) with the California State Association of Counties – Excess Insurance Authority (CSAC-EIA) Property Insurance Program, effective March 31, 2020, through March 31, 2021, with various coverage deductibles of \$25,000 (real estate and personal contents property), \$100,000 (bus fleet), \$250,000 (light rail fleet) and \$1,500,000 (roads, bridges and tunnels).
7. [Middletown – Switch 9 and 11 Construction Management Services – Work Order](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2017-CM05 to MTS Doc. No. G2017.0-17 with Jacobs Engineering Group, Inc. for the Middletown - Switch 9 and 11 Construction Management Services.
8. [Douglas Fir Railroad Wood Ties – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1526.0-20, with Gemini Forest Products (“Gemini”), for Douglas Fir Railroad Wood Ties as detailed in the scope of work, in the amount of \$140,893.24, effective April 1, 2020.
9. [Task Order Contract Approval to Provide Design Services for South Bay Maintenance Facility \(SBMF\) Electric Bus Concept Layouts](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$328,320.14 to provide design services for the SBMF Electric Bus Concept Layouts.
10. [Fare Media Retail Network – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to include in MTS Doc No. G2287.0-19, with Ready Credit Corporation (RCC), items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees, over a 20 year term.
11. [Hill Street Slope Repair Construction Services – Change Orders 1 – 9](#) Approve
Action would: (1) Ratify Construction Change Orders 1 - 6 to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the Chief Executive Officer’s (CEO) authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS’s Orange Line; and (2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 - 9, with Hazard Construction Company for \$251,543.69
12. [Fire Extinguisher Maintenance and As-Needed Repairs – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG308.0-20, to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01.
13. [California Department of Transportation \(Caltrans\) Program of Projects for Federal Fiscal Year \(FFY\) 2020 Federal Transit Administration \(FTA\) Section 5311 Funding](#) Approve
Action would approve Resolution No. 20-3 authorizing the use of and application for \$323,826 of FFY 2020 Section 5311 funds for operating assistance.

- | | | |
|-----|---|---------|
| 14. | <u>California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2020 Federal Transit Administration (FTA) Section 5311(f) Funding</u>
Action would approved Resolution No. 20-4 authorizing the use of an application for \$300,000 of FTA Section 5311(f) funds for operating assistance in non-urbanized areas. | Approve |
| 15. | <u>Fiscal Year 2019-2020 Low Carbon Transit Operations Program (LCTOP) Funding</u>
Action would adopt Resolution No. 20-5 in order to: (1) agree to comply with all conditions and requirements set forth in the Certification and Assurances Document, and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects; (2) authorize the Chief Executive Officer (CEO), or designated representative, to execute all required documents of the LCTOP and any amendments thereto with the California Department of Transportation; and (3) authorize the use of, and application for \$225,193 in Fiscal Year 2019-2020 LCTOP funding for capital projects which reduce greenhouse gas emissions and approve mobility with a priority on serving disadvantaged communities; (4) authorize the carry-forward of \$6,003,201 in Fiscal Year 2019-2020 LCTOP funding for capital projects in FY 2021-2022 which reduce greenhouse gas emissions and approve mobility with a priority on serving disadvantaged communities; and (5) certify that at least 50% of the total LCTOP funds received will be spent on projects or services that will benefit Disadvantaged Communities (DAC) identified in Section 39711 of the Health and Safety Code. | Approve |
| 16. | <u>Mount San Miguel Antenna Sublease with IWG Tower Assets II, LLC</u>
Action would authorize the Chief Executive Officer (CEO) to: (1) Ratify the original agreement L1395.0-17, Addendum 9; (2) Execute Addendum 10, with IWG Towers Assets II, LLC for a 5 year base period (February 1, 2020 to June 31, 2025) plus 4 five year option periods, in the amount of \$39,601.80 for the initial year of the Addendum with subsequent increases to the base year of 5% per year totaling \$1,890,079.02 if all the options to extend the sublease are exercised; and (3) Exercise option periods at the discretion of the CEO. | Approve |

CLOSED SESSION

24. None.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. None.

REPORT ITEMS

45. None.

OTHER ITEMS

- | | | |
|-----|-------------------------------------|---------------|
| 60. | <u>Chair Report</u> | Informational |
|-----|-------------------------------------|---------------|

- 61. [Chief Executive Officer's Report](#) Informational
- 62. Board Member Communications Informational
- 63. Additional Public Comments Not on the Agenda
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.
- 64. Next Meeting Date: April 16, 2020
- 65. Adjournment

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

DRAFT MINUTES

February 13, 2020

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

1. Roll Call

Chair Fletcher called the Board meeting to order at 9:05 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Ms. Salas moved to approve the minutes of the January 16, 2020 and February 1, 2020, MTS Board of Directors meeting. Mr. Sandke seconded the motion, and the vote was 13 to 0 in favor with Ms. Gomez and Mr. Ward absent.

CHAIR'S COMMENT – ADDITION OF CLOSED SESSION ITEM

Chair Fletcher brought to the attention of the Board of Directors the revised Board agenda. Karen Landers, General Counsel, briefly discussed the additional closed session item for conference with legal counsel regarding existing litigation pursuant to government code section 54956.9(d)(1). Subsequent to the agenda being posted, it became necessary for the Board to receive a briefing on this item. Ms. Landers stated that a two-thirds favorable vote of the Board is required to add the closed session item to the agenda.

Action Taken

Chair Fletcher moved to affirm Ms. Landers' findings and add the closed session item to the February 13, 2020 Board of Directors meeting agenda. Mr. Sandke seconded the motion, and the vote was 13 to 0 in favor with Ms. Gomez and Mr. Ward absent.

3. Public Comments

Renee Chello – Ms. Chello stated that there are homeless riders that are on the buses and trolleys that are not clean and produce foul odors. She noted that these issues can translate to public health problems to the other riders onboard. Ms. Chello stated that people are bringing bags on board that take up seats for riders.

Valerie Hightower – Ms. Hightower commented on the need for security officer presence on board buses, trolleys, and at transit stations. She stated that some of the bus drivers have shown no consideration towards riders and safety. Ms. Hightower said that bathrooms should be unlocked to passengers to use via a small payment.

Martha Welch – Ms. Welch commented that she supports the union drivers. She stated that there should be restrooms available for transit riders, as well as additional bus benches.

Anthony LoBue – Mr. LoBue stated that he is concerned with the wildcat drivers providing transportation services at the San Ysidro border. He proposed an anti-wildcat campaign to the Board. Mr. LoBue provided hard copy handouts regarding his proposal. The handouts are attached in the final Board meeting packet posted on the MTS website.

Miguel Aguirre – Mr. Aguirre stated that he would not be making any comments, as his topic of discussion was added to the official closed session agenda.

Nate Fairman – Mr. Fairman commented on behalf of IBEW 465. He said that he is advocating for hazard pay for the bus mechanic employees that are working on the battery electric buses, due to the greater risks they face working with high voltage electrical currents. Mr. Fairman also commented that they strongly support the amendment to the Chief Executive Officer’s employment agreement.

Dan Allen – Mr. Allen commented on the need for a connection from La Jolla to the Blue Line trolley extension. He stated that he looks forward to hearing more about a potential feeder bus system to provide that connection.

Anabel Arauz – Ms. Arauz commented on behalf of IBEW 465. She stated that the IBEW 465 bus mechanics are currently in negotiations with MTS. Ms. Arauz said they want to address the hazard pay inequities that the bus mechanics face while working on the battery electric buses.

Bobby Angel – Mr. Angel was not present.

Brian Pollard – Mr. Pollard stated that he is in support of the youth opportunity passes. He recommended that the Board consider raising the youth opportunity pass proposal through the age of 24, instead of 18.

CONSENT ITEMS

6. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on January 14, 2020
Action would receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information and ratify any actions taken.
7. 2020 Federal and State Legislative Programs
Action would approve staff recommendations for 2020 federal and state legislative programs.
8. Appointment of Authorized Representatives for Bayfront Project Special Tax Financing District of the City of Chula Vista
Action would: (1) Appoint the Chief Executive Officer and General Counsel as the authorized representatives to vote in the special election for the Bayfront Project Special Tax Financing District of the City of Chula Vista in relation to Assessor Parcel Number 567-031-26-00; and (2) Instruct the authorized representatives to vote “yes” on each of the three propositions listed in the Special Mail Ballot.

9. Excess Liability and Workers' Compensation Insurance Renewals
Action would approve the purchase of excess liability insurance (at limits of \$73 million excess of a \$2 million self-insured retention [SIR]), and excess workers' compensation insurance (at statutory limits excess of a \$1 million SIR). The new policies would be in effect from March 1, 2020 through March 1, 2021.
10. Amendment to Chief Executive Officer Employment Agreement
Action would approve an amendment to the Executive Employment Agreement (EEA) between MTS and Paul C. Jablonski to provide a merit bonus and a one-year contract extension.
11. Ad Buying Software – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. G2291.0-19 with Zeba Consulting (Zeba), a Disadvantaged Business Enterprise (DBE), for the provision of ad buying software for a period of one (1) base year with two (2) 1-year options, exercisable at MTS's sole discretion and not to exceed the amount of \$307,500.
12. Network Equipment for San Diego Metropolitan Transit System Network Devices Refresh – Purchase Order
Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to NetXperts, Inc., a Small Business (SB), for the provision of network equipment for MTS Network Devices Refresh in the amount of \$261,005.04.
13. Unallocated Transportation Development Act (TDA) Funds for Transit-Related Projects
Action would authorize the Chief Executive Officer (CEO) to approve the use of \$98,245 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon.
14. Bus Rapid Transit (BRT) Station Janitorial Maintenance Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0707.0-20 in the amount of \$5,512,249.95 with NMS Management, Inc., a Disadvantaged Business Enterprise (DBE), for the provision of BRT station janitorial maintenance services for a five (5) year base period with two (2) 1-year option terms to be exercised at the CEO's discretion.
15. Landscaping Maintenance Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. PWG302.0-20 in the amount of \$1,126,331.28 with Aztec Landscaping, Inc. (Aztec) for the provision of landscaping maintenance and as-needed repair services for a five (5) year base period with two (2) 1-year option terms to be exercised at the CEO's discretion.
16. Light Rail Vehicle (LRV) Upper Level Work Platforms Construction Management Services – Work Order Amendment 2
Action would authorize the Chief Executive Officer (CEO) to: (1) Ratify Work Order Amendment No. 1 WOA2016-CM001.1 under MTS Doc. No. G2016.0-17 with TRC Engineers, Inc. (formerly Caltrop Consulting) for construction management and inspection services for the LRV Upper Level Work Platforms project in the amount of \$94,678.48, increasing the initial work order value from \$119,201.76 to \$213,880.24; and (2) Execute Amendment No. 2 to MTS Doc. No. WOA2016-CM001 under MTS Doc. No. G2016.0-17 with TRC Engineers, Inc. in the amount of \$67,993.73 to

provide additional construction management and inspection services for the LRV Upper Level Work Platforms at MTS Building C1 East.

17. Variable Message Sign (VMS) Display Assembly for South Bay Bus Rapid Transit (BRT) Stations – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. L1468.0-19 with My Electrician Inc., a Disabled Veteran Business Enterprise (DVBE) and Small Business (SB), for the provision of an alternative product manufacturer and purchase of three (3) additional units for the South Bay BRT VMS sign assemblies in the amount of \$223,828.79.
18. Investment Report – Quarter Ending December 31, 2019

BOARD COMMENTS

Chair Fletcher noted that consent item number 7 would be pulled for discussion and public comment.

Ms. Moreno asked about item number 16 regarding LRV Construction Management Services. She asked who the responsible party was for halting construction in 2018. Mr. Jablonski replied that the design company, Rail Pros, was responsible. He noted that the issues with the contractor were resolved in Closed Session at the December 2019 Board meeting.

Action on Recommended Consent Items, Excluding Consent Item 7

Mr. Ward moved to approve Consent Agenda Item Nos. 6 – 18, excluding Consent Agenda Item No. 7. Mr. Hall seconded the motion, and the vote was 14 to 0 in favor with Ms. Gomez absent.

PUBLIC COMMENTS – CONSENT AGENDA ITEM NO. 7

Sally Jacobus – Ms. Jacobus stated that the legislative program is too broad. She commented that the program could leave the administration to override the Board. Ms. Jacobus asked for the legislative program to be reevaluated before approval.

Bee Mittermiller – Ms. Mittermiller asked how specific legislative program statements discussing transit fare subsidies relate to AB 1350. She stated that she hopes federal funding will pay for ferry services, rather than MTS paying for those services. Ms. Mittermiller commented that public safety should also include the removal of criminalization of fare evasions.

BOARD COMMENTS – CONSENT AGENDA ITEM NO. 7

Ms. Moreno stated that this item should be brought to the Board as a discussion item, rather than as a consent item. Ms. Moreno asked about the Capital Improvement Program (CIP) project list included in the legislative program. Sharon Cooney, Chief of Staff, replied that projects included in the approved CIP list are included in the program in order to try and advocate for outside funding, especially for the most competitive categories of projects. She stated that set projects are also included in the program, rather than lists of project concepts or regional projects. Ms. Moreno made a motion for the federal legislative program to be amended

to request federal capital project funding for the Blue Line Express as well as the San Ysidro Intermodal Transit Center.

Ms. Aguirre stated that she would like to see the entire agenda item pulled and brought back at a future Board meeting for further discussion and approval.

Ms. Moreno stated that she would amend her motion to include Ms. Aguirre's request.

Action on Recommended Consent Items, Excluding Item 7

Ms. Moreno moved to bring the entire agenda item back at a future Board meeting for further discussion and final approval. Ms. Montgomery seconded the motion, and the vote was 14 to 0 in favor with Ms. Gomez absent.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS (TAKEN BEFORE CLOSED SESSION)

30. San Diego Transit Corporation (SDTC) Pension Investment Status (Jeremy Miller, Representative from RVK and Larry Marinesi)

Larry Marinesi, Chief Financial Officer, introduced Jeremy Miller from RVK, as well as Anne Harper and Alice Alsberghe with Cheiron. He noted that Jeremy Miller would be presenting on the SDTC Pension Investment Status Report, and Anne Harper and Alice Alsberghe would be presenting on the next item related to the SDTC Employee Retirement Plan's Actuarial Valuation.

Mr. Miller continued the presentation and reviewed the investment structure; total fund management fees; investment details; fiscal year 2019 performance; and performance details as of June 30, 2019. He noted that the fiscal year 2019 performance return was 5.73%, and the actuarial rate of return is 6.75%. Mr. Miller stated that the calendar year to date performance return is currently 16.18%.

Chair Fletcher asked about the differences in the return results for calendar year versus fiscal year. Mr. Miller stated that the difference in results demonstrates the normal fluctuations in the markets. Chair Fletcher asked for further discussion related to this plan being a closed plan compared to an open plan and how that impacts decision making. Mr. Miller stated that as the closed plan becomes a more mature plan, they will adjust the portfolio to a more conservative portfolio to ensure that risk is minimized for the remaining plan members. Ms. Harper stated that when the plan was closed, it was decided that the plan would be fully paid by the year 2037. She noted that in order to keep that goal in place, they will continue to adjust the payment plan as needed in order to fully fund the plan by 2037.

Ms. Moreno stated that the Board should consider reducing the actuarial rate of return to 6.50%, which would also match the San Diego City Employees' Retirement System (SDCERS) rate.

Mr. Sandke asked about the Alternatives Multi-Asset investments in the investment portfolio. He asked for further explanation as to what those investments include. Mr. Miller replied that the investment holds traditional stocks and bonds, but the investment managers are also provided more latitude to invest outside the United States to help capture some of the opportunities internationally that may not be captured in a solely traditional investment, such as the Vanguard Passive Index.

Ms. Montgomery asked about the timing of adjusting the rate of return. Chair Fletcher stated that the Board normally would look at adjusting the rate of return every five year. He said that he would like to change that to once per year going forward to better determine if a change is needed.

Action Taken

Informational item only. No action taken.

31. San Diego Transit Corporation (SDTC) Employee Retirement Plan's Actuarial Valuation as of July 1, 2019 (Anne Harper and Alice Alsberghe of Cheiron, Inc. and Larry Marinesi)

Ms. Harper provided a presentation regarding the SDTC Employee Retirement Plan's Actuarial Valuation as of July 1, 2019. Ms. Harper discussed the plan cost changes; plan history contributions; and plan history funding. Ms. Alsberghe reviewed the new risk disclosures associated with actuarial standards of practice. She also reviewed the plan membership and support ratio; projected total contributions and the projected funded ratio.

Ms. Moreno voiced her concerns regarding the projected total contributions and rates of return for the plan. She asked if staff has examined the possibility of reopening the plan to ensure that more employees contribute to the total funding of the plan. Mr. Marinesi stated that if the plan was reopened, the contribution amounts would be significantly higher than they are today. Mr. Jablonski noted that when the Board closed the plan in 2012, the projected contribution rate of the open plan was in excess of \$33 million per year. The Board determined at that time that we could not afford those costs, and subsequently closed the plan to new members.

Ms. Salas requested that going forward the presentation include comparison numbers of what the costs would have been if the rate of return was or was not lowered.

Action Taken

Chair Fletcher moved to receive the SDTC Employee Retirement Plan's (Plan) actuarial valuation as of July 1, 2019, and adopt the pension contribution amount of \$17,465,703 for fiscal year 2021. Ms. Sotelo-Solis seconded the motion, and the vote was 13 to 1 in favor with Ms. Moreno voting no, and Ms. Gomez absent.

CLOSED SESSION

24. Closed Session Items

The Board convened to Closed Session at 10:07 a.m.

- a. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8
Property: 5159 Baltimore Drive (Assessor Parcel No. 470-050-16)
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: DJR Companies, LLC
Under Negotiation: Price and Terms of Payment
- b. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) San Diego Metropolitan Transit System v. Grand Central West LLC and related cross-complaints (San Diego Superior Court Case No. 37-2014-00044014-CU-OR-CTL)

The Board reconvened to Open Session at 10:49 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report and gave instructions to negotiators.
- b. The Board received a report and gave instructions to legal counsel.

REPORT ITEMS

45. Mid Coast Feeder Bus Plan Update (Denis Desmond and Rodrigo Carrasco)

Denis Desmond, Director of Planning, and Rodrigo Carrasco, Senior Transportation Planner, provided a presentation on the Mid-Coast Feeder Bus Plan. Mr. Desmond reviewed the details of the Mid-Coast light rail extension status; and the goals and schedule of the feeder bus study. Mr. Carrasco discussed the outreach efforts regarding the feeder bus study. He reviewed the main takeaways from the outreach and surveys. Mr. Desmond provided a summary of the feeder bus study and presented maps of proposals for routing adjustments. Lastly, he reviewed the next steps including completing the study and posting proposals for feedback; refining the details as necessary for final Board consideration; and conducting a Title VI analysis with a Public Hearing.

PUBLIC COMMENTS

Steve Hadley – Mr. Hadley commented on behalf of the Office of Councilmember Barbara Bry. He thanked MTS for including Route 34 in the study. Mr. Hadley noted that freshman and sophomores at UCSD are not allowed to have cars on campus, so this option provides a great alternative, as well as for the other residents of the district accessing the Mid-Coast extension.

Dan Allen – Mr. Allen stated that the La Jolla community looks forward to working with MTS on the next steps in the feeder bus study project.

BOARD COMMENTS

Mr. Ward asked if the Route 30 would have limited stops if operated as an express service. Mr. Desmond replied that the Route 30 would have limited stops, and the Route 34 would act as the local service.

Action Taken

Informational item only. No action taken.

46. Operations Budget Status Report for December 2019 (Gordon Meyer)

Gordon Meyer, Operating Budget Supervisor, provided a presentation on the operations budget status for December 2019. He reviewed the total operating revenues; fare revenues; total operating expenses; and total operating variance. Mr. Meyer reviewed details of on-going concerns including regional sales tax receipts; STA formula funds; passenger levels; and energy prices.

Action Taken

Informational item only. No action taken.

59. Elevate SD 2020 Update

Chair Fletcher noted that there will be Elevate SD 2020 Webinars for the public to participate in, as well as continued outreach.

PUBLIC COMMENTS

Brian Pollard – Mr. Pollard was not present.

60. Chair Report

There was no Chair's report.

61. Chief Executive Officer's Report

There was no Chief Executive Officer's report.

62. Board Member Communications

There were no Board Member communications.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

64. Next Meeting Date

The next regularly scheduled Board meeting is March 19, 2020.

65. Adjournment

Chair Fletcher adjourned the meeting at 11:12 a.m.

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): February 13, 2020

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

RECESS: _____

RECONVENE: _____

CLOSED SESSION: 10:07 a.m.

RECONVENE: 10:49 a.m.

PUBLIC HEARING: _____

RECONVENE: _____

ORDINANCES ADOPTED: _____

ADJOURN: 11:12 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
AGUIRRE	<input checked="" type="checkbox"/> (Spriggs) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
ARAMBULA	<input checked="" type="checkbox"/> (Mendoza) <input type="checkbox"/>	9:00 a.m.	10:49 a.m.
FAULCONER	<input type="checkbox"/> (Moreno) <input checked="" type="checkbox"/>	9:00 a.m.	11:12 a.m.
FLETCHER	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:05 a.m.	11:12 a.m.
FRANK	<input checked="" type="checkbox"/> (Mullin) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
GALVEZ	<input checked="" type="checkbox"/> (Diaz) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
GOMEZ	<input checked="" type="checkbox"/> (Campbell) <input type="checkbox"/>	10:07 a.m.	10:49 a.m.
HALL	<input checked="" type="checkbox"/> (McNelis) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
MCCLELLAN	<input checked="" type="checkbox"/> (Goble) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
MONTGOMERY	<input checked="" type="checkbox"/> (Bry) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
SALAS	<input checked="" type="checkbox"/> (Diaz) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
SANDKE	<input checked="" type="checkbox"/> (Donovan) <input type="checkbox"/>	9:00 a.m.	11:04 a.m.
SOTELO-SOLIS	<input checked="" type="checkbox"/> (Quintero) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.
WARD	<input checked="" type="checkbox"/> (Kersey) <input type="checkbox"/>	9:15 a.m.	11:12 a.m.
WEBER	<input checked="" type="checkbox"/> (Arapostathis) <input type="checkbox"/>	9:00 a.m.	11:12 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Turner

CONFIRMED BY THE GENERAL COUNSEL:

Allen Cordell



AGENDA ITEM NO.

3

REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

1

PLEASE SUBMIT THIS COMPLETED FORM (AND YOUR WRITTEN STATEMENT) TO THE CLERK OF THE BOARD PRIOR TO DISCUSSION OF YOUR ITEM

1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Board (please attach any written statement to this form). Communications on hearings and agenda items are generally limited to three minutes per person unless the Board authorizes additional time; however, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

(PLEASE PRINT)

DATE	3-19-2020		
Name	T.E. Caballero		
Address			
Telephone			
Email	T.E.caballero2015@gmail.com		
Organization Represented			
Subject of Your Remarks	*see attached written comments*		
Regarding Agenda Item No.			
Your Comments Present a Position of:	<input type="checkbox"/>	SUPPORT	<input type="checkbox"/> OPPOSITION

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At Public Hearings of the Board, persons wishing to speak shall be permitted to address the Board on any issue relevant to the subject of the Hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Board on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five speakers with three minutes each, under the Public Comment Agenda Item. Additional speakers will be heard at the end of the Board's Agenda.

NOTE: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

10 March 2020

Honorable Nathan Fletcher
Chair, Metropolitan Transit System
1255 Imperial Avenue
San Diego, CA 92101

RE: Safety and Security - An Opportunity for Improved Service!

Dear Chairperson Fletcher:

Thank you for the recent Rider Insider e-mail highlighting extra attention to the trolleys and buses.

Please also consider adding ambassadors, security, and/or driver support supervisors, hand washing stations, as well as more frequent buses on some of the most congested routes. With these enhancements, riders can be supported in hygiene and encouraged to use the next available, less-congested bus. These enhancements can help address proximity concerns mentioned by CDC:

How COVID-19 Spreads - Person to person spread - The virus is thought to spread mainly from person-to-person.

- Between people who are in close contact with one another (within about 6 feet).
- Through respiratory droplets produced when an infected person coughs or sneezes.

These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.

Retrieved 9 March 2020 from <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

Even without COVID-19 concerns, some sort of driver and rider support is needed for the ever-increasing riders who are elderly, and/or use mobility aids, strollers, and carts. Recently I was on Route 929 where several from this category of riders were not yielded the preferred seating. There are delays as the driver negotiates with passengers to rearrange their seating. Riders are denied boarding because the two wheelchair securements are already in use. Is there some sort of real-time smartphone app that can be used to notify of impending accommodation need and be ADA Compliant?

Thank you for your time and attention and for your good work!

Respectfully,



T.E. Caballero

T.E.Caballero2015@gmail.com



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

REVISED

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
 BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

PROPERTY INSURANCE RENEWAL

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to renew the property insurance coverage for the San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) with the California State Association of Counties – Excess Insurance Authority (CSAC-EIA) Property Insurance Program, effective March 31, 2020, through March 31, 2021, with various coverage deductibles of \$25,000 (real estate and personal contents property), \$100,000 (bus fleet), \$250,000 (light rail fleet) and \$1,500,000 (roads, bridges and tunnels).

Budget Impact

The preliminary renewal premium would not exceed \$1,585,346 which represents a \$433,269 or 37.61% combined possible increase over last year's actual premium of \$1,152,077. The premium is anticipated to be charged against the budgets of MTS (\$23,699), SDTC (\$416,580), and SDTI (\$1,145,067). The premium will be split between fiscal years 2020 and 2021 as follows:

PROPERTY PREMIUM ESTIMATED FISCAL YEAR SPLIT			
Policy Period: 03/31/20 – 03/31/21			
Agency	FY 19 20 (3/31/20-6/30/20)	FY 20 21 (7/1/20-3/31/21)	Total Premium
MTS	\$5,925	\$17,774	\$23,699
SDTC	\$104,145	\$312,435	\$416,580
SDTI	\$286,267	\$858,800	\$1,145,067
TOTAL	\$396,337	\$1,189,009	\$1,585,346



DISCUSSION:

MTS's current property insurance policy will expire on March 31, 2020. This line of coverage insures against physical damage, vandalism and theft caused to the real and personal property of MTS, SDTC, and SDTI, which together includes \$1,515,764,709 in total insured values. The coverage is obtained through the California State Association of Counties – Excess Insurance Authority (CSAC-EIA) which is a joint purchase group of 55 California counties and 303 other public entity members. SDTC has been insured through this group since 1993. The other MTS agencies became insured with CSAC-EIA in 1997.

The CSAC-EIA Property Program is a complex layering of multiple insurance carriers, including both domestic and international insurers. Due to the size of its membership, the CSAC-EIA Program has tremendous premium purchasing power. Special form perils coverage provides risk protection on most perils (including terrorism), and causes of loss unless specifically excluded by the policy. Some of the perils excluded in MTS' program include earthquake, wear and tear, pollution, war risk, employee fraud, nuclear radiation, and loss to landscaping, money, or watercraft. These exclusions do not include every peril or property specifically excluded; however, they are examples of the types of losses that would not be covered.

Some CSAC-EIA members, including both the City and County of San Diego, have purchased earthquake insurance in the past. MTS and its entities have traditionally elected not to purchase this optional coverage as the terms and conditions primarily support real estate damage caused by an earthquake event with high deductibles. The coverage would not support the majority of MTS's infrastructure and guideways.

The proposed renewal policy carries a blanket limit of \$600 million, which applies to perils for any one occurrence. Under the proposed renewal, the following occurrence-based deductibles would apply: 1) \$25,000 for real estate & personal contents property; 2) \$100,000 for bus collisions; 3) \$250,000 for light rail vehicle collisions; 4) \$250,000 comprehensive coverage on the combined rolling stock (buses and light rail vehicles); and 5) \$1.5 million on roads, bridges, and tunnels. Loss valuation is generally calculated on a replacement cost basis.

This year the property market experienced an unprecedented hardening resulting in significant premium increases to all property insurance buyers in both the public and private sectors. The attached "State of the Property Market" correspondence from CSAC-EIA's Chief Executive Officer discusses the recent market conditions and contributing factors for the global premium increases. Despite the increase, MTS still saves premium dollars and is afforded lower deductibles by insuring its property through the CSAC-EIA membership than it would on a stand-alone basis.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Preliminary Premium Allocations for MTS, SDTC, & SDTI
B. State of the Property Market from CSAC-EIA's Chief Executive Officer

*****PRELIMINARY PREMIUM ALLOCATION*****

**CSAC EXCESS INSURANCE AUTHORITY
PROPERTY PROGRAM
POLICY TERM: March 31, 2020 to March 31, 2021**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

DATE: February 21, 2020

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

2020/2021 TOTAL ANNUAL PREMIUM:	\$23,699
2019/2020 TOTAL ANNUAL PREMIUM:	\$17,012
PERCENTAGE INCREASE (DECREASE) IN ANNUAL PREMIUM:	39.31%
2020/2021 TOTAL REPORTED INSURABLE VALUES*:	\$57,373,473
2019/2020 TOTAL REPORTED INSURABLE VALUES:	\$56,603,850
PERCENTAGE INCREASE (DECREASE) IN TOTAL INSURED VALUES:	1.36%

- CALCULATIONS -			
COVERAGE DESCRIPTION	DECLARED VALUES	RATE (\$/100)	ANNUAL PREMIUM
All Risk incl. Flood and Deductible Pool Contribution	\$56,952,715	0.0314	\$17,878
Terrorism, Boiler & Machinery and Brush Fire (Miscellaneous Other Coverages)			\$3,452
OPTIONAL COVERAGES:			
A. Earthquake per schedule including Rooftop (if applicable)	\$ 0	0.0000	\$ 0
B. Licensed Vehicles and Deductible Pool Buy Down Contribution	\$420,758	0.2568	\$1,080
Licensed Vehicles above \$250,000 in value	\$ 0	0.0000	\$ 0
Buses (Part of Coverage B. Licensed Vehicles)	\$ 0	0.0000	\$ 0
C. Mobile Equipment (Non-highway licensed)	\$ 0	0.0000	\$ 0
D. Fine Arts (scheduled)	\$ 0	0.0105	\$ 0
Total Annual Premium			\$22,410
Estimated Taxes and Fees			\$ 11
Estimated EIA Administration Fees			\$1,278
School Loss Control Service Fee			\$ 0
*Total Insured Values (TIV) as of January 15, 2020		TOTAL COLLECTIBLE PREMIUM	\$23,699

*****PRELIMINARY PREMIUM ALLOCATION*****

**CSAC EXCESS INSURANCE AUTHORITY
PROPERTY PROGRAM
POLICY TERM: March 31, 2020 to March 31, 2021**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM - SAN DIEGO TRANSIT CORPORATION

DATE: February 21, 2020

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

2020/2021 TOTAL ANNUAL PREMIUM:	\$416,580
2019/2020 TOTAL ANNUAL PREMIUM:	\$303,484
PERCENTAGE INCREASE (DECREASE) IN ANNUAL PREMIUM:	37.27%
2020/2021 TOTAL REPORTED INSURABLE VALUES*:	\$246,755,438
2019/2020 TOTAL REPORTED INSURABLE VALUES:	\$243,469,434
PERCENTAGE INCREASE (DECREASE) IN TOTAL INSURED VALUES:	1.35%

- CALCULATIONS -			
COVERAGE DESCRIPTION	DECLARED VALUES	RATE (\$/100)	ANNUAL PREMIUM
All Risk incl. Flood and Deductible Pool Contribution	\$86,139,771	0.0694	\$59,804
Terrorism, Boiler & Machinery and Brush Fire (Miscellaneous Other Coverages)			\$13,704
OPTIONAL COVERAGES:			
A. Earthquake per schedule including Rooftop (if applicable)	\$ 0	0.0000	\$ 0
B. Licensed Vehicles and Deductible Pool Buy Down Contribution	\$1,009,466	0.2568	\$2,592
Licensed Vehicles above \$250,000 in value	\$ 0	0.0000	\$ 0
Buses (Part of Coverage B. Licensed Vehicles)	\$159,606,201	0.2100	\$335,173
C. Mobile Equipment (Non-highway licensed)	\$ 0	0.0000	\$ 0
D. Fine Arts (scheduled)	\$ 0	0.0546	\$ 0
Total Annual Premium			\$411,272
Estimated Taxes and Fees			\$199
Estimated EIA Administration Fees			\$5,108
School Loss Control Service Fee			\$ 0
*Total Insured Values (TIV) as of January 15, 2020		TOTAL COLLECTIBLE PREMIUM	\$416,580

*****PRELIMINARY PREMIUM ALLOCATION*****

**CSAC EXCESS INSURANCE AUTHORITY
PROPERTY PROGRAM
POLICY TERM: March 31, 2020 to March 31, 2021**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM - SAN DIEGO TROLLEY, INC.

DATE: February 21, 2020

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

2020/2021 TOTAL ANNUAL PREMIUM:	\$1,145,067
2019/2020 TOTAL ANNUAL PREMIUM:	\$831,581
PERCENTAGE INCREASE (DECREASE) IN ANNUAL PREMIUM:	37.70%
2020/2021 TOTAL REPORTED INSURABLE VALUES*:	\$1,212,544,318
2019/2020 TOTAL REPORTED INSURABLE VALUES:	\$1,243,420,570
PERCENTAGE INCREASE (DECREASE) IN TOTAL INSURED VALUES:	-2.48%

- CALCULATIONS -			
COVERAGE DESCRIPTION	DECLARED VALUES	RATE (\$/100)	ANNUAL PREMIUM
All Risk incl. Flood and Deductible Pool Contribution	\$774,097,874	0.0338	\$261,983
Terrorism, Boiler & Machinery and Brush Fire (Miscellaneous Other Coverages)			\$69,838
OPTIONAL COVERAGES:			
A. Earthquake per schedule including Rooftop (if applicable)	\$ 0	0.0000	\$ 0
B. Licensed Vehicles and Deductible Pool Buy Down Contribution	\$1,445,567	0.2568	\$3,712
Licensed Vehicles above \$250,000 in value	\$ 0	0.0000	\$ 0
Buses (Part of Coverage B. Licensed Vehicles)	\$436,000,877	0.1819	\$792,946
C. Mobile Equipment (Non-highway licensed)	\$1,000,000	0.2000	\$2,000
D. Fine Arts (scheduled)	\$ 0	0.0134	\$ 0
Total Annual Premium			\$1,130,478
Estimated Taxes and Fees			\$548
Estimated EIA Administration Fees			\$14,041
School Loss Control Service Fee			\$ 0
*Total Insured Values (TIV) as of January 15, 2020			\$1,145,067
TOTAL COLLECTIBLE PREMIUM			\$1,145,067



February 5, 2020

To: Property Program Members

From: Michael Fleming, CEO

Re: State of the Property Market

As most of you are aware, the current property market is challenging. I want to take this opportunity to provide some background information on the state of the market and the status of the Property Program. Also attached are talking points that we hope you will find useful in communicating this reality to the stakeholders within your organization.

Background

The worldwide property market has seen significant natural disasters, including the devastating wildfires that have hit close to home in California. These events have impacted the market's surplus, capacity and available reinsurance, pushing the industry into a hardening market for consumers. Self-insured programs are seeing a progressive and continuing depletion in funding due to both a higher frequency of claims and an increased severity of payouts. This trend is impacting all insurance buyers including public entities: counties, cities, schools, and special districts, particularly in California. The EIA, like much of the industry, has experienced loss ratios of more than 100% with our primary partner.

EIA Property Program Benefits

There are significant advantages to membership in the Property Program. In addition to the member services and extremely broad terms and conditions, program pricing and natural catastrophe limits are superior to what would be available to members on an individual basis in the open market. There are a number of reasons for this:



1. The Property Program size creates stability and offers economies of scale that could not be realized without being in a pool. We are able to leverage the volume of insurance capacity purchased to benefit all Program members.
2. EIA's leverage has afforded members some of the best coverage in the industry including the option to purchase very large earthquake and flood limits at very low deductibles. In fact, despite the hard market, the EIA has been able to maintain an earthquake deductible cap that would be difficult to secure outside the program.
3. Our long-term relationship with carriers are leveraged to provide stable, well priced capacity. A prime example of this is AIG continuing to offer the EIA a multi-year agreement for the primary layer despite reducing or eliminating capacity for many of their other insureds. After many months of negotiations, the EIA is extremely pleased to continue the 35 year relationship with AIG and have their support in the coming years.
4. Our membership is diversified, both by occupancy and by geography. This spread of risk is attractive to insurance carriers.

While noting the many positives, the Program will still see rates increase in the coming year, likely in the 25-50% range, depending on your entity's claims experience. Members with minimal or no losses in the last 5 years can expect to be on the lower end of the range. If you have experienced claims in the last 5 years, now is a great time to be a part of a pool because approaching the open market as an individual entity with large losses in the current market is extremely difficult. Member allocation also takes into account the unique exposures of each entity including the types of property being insured and exposure to natural catastrophes.

EIA's Renewal Strategy

The EIA has always been proactive in managing the Property Program, which is one of the largest public entity property placements worldwide. Currently, the program has 109 members and nearly \$80B in total insured values. Marketing efforts during this challenging market have increased in order to secure the best possible outcome for the upcoming Property Program renewal.

The Property Program is currently structured with an aggregated pool and primary insured layer, above which excess layers of coverage are placed. Exposure is allocated among separate "towers" to diversify the risk geographically and by building type. The unique structure of the Program and its risk sharing features have afforded members higher loss limits, reduced costs, and coverage stability.

If we have learned from history, we know that joint powers authorities (self-insurance pooling) have been the answer to turbulent markets. By staying the course, we will all benefit from our economies of scale, our partnership with markets, and our sharing of best practices to help manage risk.



How Members Can Help

There are several steps that can be taken during these turbulent times.

1. Communicate the state of the market to all of your stakeholders so there is an understanding that this is an industry-wide problem. Communicate future budgeting needs early.
2. Ensure vacant buildings are in adherence to the EIA vacant building policy, as this exposure has led to claims for many members.
3. Manage your individual risk by taking advantage of the best practices programs and service partner programs we offer.



Talking Points for the Property Market

- **Industry catastrophe loss experience.** The property market has been challenging for the last several years as the industry has experienced unprecedented losses including the devastating wildfires that have impacted California.
 - 2017 was the worst year for natural catastrophe losses in history. The main driver of this was losses associated with Hurricanes Harvey, Irma, and Maria (HIM). Insured losses for these hurricanes exceeded \$100 Billion dollars.
 - 2018 was the third most costly year for natural catastrophe losses in history. Losses spanned many different types of catastrophes including hurricanes, wildfires, severe flooding in the Midwest, and increased frequency and severity of convective storms (hail and tornado).
 - California has experienced unprecedented wildfire activity over the last 3 years including the largest, deadliest, and costliest wildfires in our state's history.
 - Largest fire: Mendocino Complex Fire, July 2018 – approximately 460,000 acres burned
 - Deadliest fire: Camp fire, November 2018 – nearly 19,000 structures destroyed and 86 lives lost.
 - Costliest fire(s): In the last 3 years, the top 5 most destructive California wildfires have occurred: Camp Fire, Tubbs Fire, Woolsey Fire, Atlas Fire, and Thomas Fire. Total insured losses associated with these fires is expected to exceed \$30 Billion dollars.

- **Industry attritional loss experience.** In addition to the large natural catastrophe losses, the size and frequency of “attritional” or non-catastrophe related claims such as fire and water damage has also been growing. This is seen as an industrywide trend and is also taking place within the EIA program.

- **Member rates will increase in 2020.** The degree of rate increase to each individual member will vary within an established range dependent upon your entity's claims experience. Members with minimal or no losses in the last 5 years can expect to be on the lower end of the range. If you have experienced claims in the last 5 years, you know that now is a great time to be a part of a pool as shopping as an individual entity with large losses is extremely difficult. Member allocation also takes into account the unique exposures of each entity including the types of property being insured and exposure to natural catastrophes.

- **EIA Property Program size is an advantage.** A positive for EIA members is that the size of the Property Program creates stability and offers economies of scale that could not be realized without being in a large pool. We are able to leverage the volume of capacity we purchase to benefit all Program members.



- **Market rates are still below historical norms.** Even though rates are currently increasing, they are still below historical norms due to a competitive or “soft” insurance market cycle that has benefited all insureds over the last 7 years. As a result, premiums collected by insurance carriers are insufficient to pay claims and most carriers are running combined ratios of greater than 100%. To return to profitability, most companies are increasing their rates, becoming more conservative with the capacity that they deploy, and reevaluating their exposures.
- **Relationship advantages.** The EIA has long-standing relationships with carriers worldwide which result in better renewal offerings. Leveraging these partnerships is best evidenced by our lead reinsurer, AIG, offering a two year agreement to provide the Program stability in this challenging market, something no other JPA that we are aware of has been able to obtain.
- **EIO Captive.** The EIA has always been proactive in managing the Programs and our approach to making funding decisions. We are one of the few self-insurance groups in the nation that have the size required to form our own captive insurance company. The captive is used to benefit from the increased opportunities for investment income and expanding coverage available within the Program.
- **Pools have an advantage in challenging markets.** If we have learned from history, we know that joint powers authorities (self-insurance pooling) have been the answer to turbulent markets. By staying the course, we will all benefit from our economies of scale, our leverage in the insurance markets and our sharing of best practices to help manage risk.





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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

MIDDLETOWN - SWITCH 9 AND 11 CONSTRUCTION MANAGEMENT SERVICES –
WORK ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2017-CM05 to MTS Doc. No. G2017.0-17 (in substantially the same format as Attachment A) with Jacobs Engineering Group, Inc. for the Middletown - Switch 9 and 11 Construction Management Services.

Budget Impact

The value of this agreement will not exceed \$330,986.72 and is funded through the MTS Capital Improvement Project budget account(s) 2006101101, 2005005102, and 2005002502.

DISCUSSION:

The Middletown – Switch 9 and 11 Construction Project was approved by the MTS Board of Directors on October 10, 2019. The project consists of the installation of a new double-crossover north of the Middletown Station on the Green Line, which will include minor mainline resurfacing and signal upgrades. This work needs to be completed due to the current degraded condition of the crossover. This project also consists of the replacement of the vehicular crossing at National Ave and Commercial Street and the replacement of Switches 9 and 11 on the Orange Line, which will include the installation of new signal upgrades for the special trackwork. This work needs to be completed in order to ensure the system is in a state of good repair.



MTS requires construction management services for the overall planning, coordination, and control of this project from beginning through completion (collectively “CM Services”), and the proposed Work Order for CM Services include the following:

- Resident Engineer
- Field Inspector

The San Diego Association of Governments (SANDAG) issued a Request for Statement of Qualifications (RFSQ) for CM Services on October 17, 2014 and MTS was assigned the right to utilize this contract through an assignment agreement on June 7, 2017. The RFSQ resulted in the approval of 8 firms qualified to perform CM services. Tasks are assigned to the firms through a work order process, and MTS selects the most qualified firm based on the scope of work to be performed. Jacobs Engineering Group, Inc. was selected as the most qualified firm for Work Order WOA2017-CM05.

The price proposal prepared by Jacobs Engineering Group, Inc. was determined to be fair and reasonable as compared to the independent cost estimate.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute Work Order WOA2017-CM05 to MTS Doc. G2017.0-17 (in substantially the same format as Attachment A) with Jacobs Engineering Group, Inc. for Middletown - Switch 9 and 11 Construction Management Services.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G2017-.0-17 WOA2017-CM05

March 24, 2020

MTS Doc. No. G2017.0-17
Work Order No. WOA2017-CM05

Allan Tanjuaquio, PE
Vice President
402 West Broadway, Suite 1450
San Diego, CA 92101
Office: 619-687-0110

Dear Mr. Tanjuaquio:

Subject: MTS DOC. NO. G2017.0-17, WOA2017-CM05, TRACK INSPECTION SERVICES FOR MIDDLETOWN, 9&11 CONSTRUCTION – WORK ORDER AGREEMENT.

This letter shall serve as our agreement, MTS Doc. No. G2017.0-17, WOA2017-CM05, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide Inspection Services in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

SCHEDULE

See project schedule for PWL285.0-19.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$330,986.72.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Allan Tanjuaquio
Jacobs Engineering Group, Inc.

Date: _____

Attachments: A - Scope of Services
B - Negotiated Fee Proposal



WORK ORDER TITLE: Track Inspection Service MTS Doc. No. WOA2017-CM05

I. PROJECT DESCRIPTION

This task order is for construction management and inspection services for the Middletown and Switch 9, 11 Construction project.

II. EXPECTED RESULTS

The contractor will provide construction management services.

III. SCOPE OF WORK

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

1.1 Project Management:

Provide monthly progress reports (via email) that follow MTS format and includes a summary of the work during the billing period, anticipated work in the following period, and identification of any issues. Provide monthly invoices that follow the standard MTS format for on-call task order invoices. Maintain and update a project schedule

1.2 CM Services:

The Contractor will provide a Resident Engineer (RE) to handle submittals, RFI's, schedule, etc., a track inspector and a signal/electrical inspector for the work order. The approximate hours are shown in the table below:

Resident Engineer	Track Inspector	Track Inspector - OT (Sat)	Track Inspector - OT (Sun)	Signal/Electrical Inspector	Signal/Electrical Inspector - OT (Sat)	Signal/Electrical Inspector - OT (Sun)
640 HRS	320 HRS	96 HRS	96 HRS	320 HRS	96 HRS	96 HRS

IV. PERIOD OF PERFORMANCE

May 4th, 2020 to July 26th, 2021.

V. DELIVERABLES

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

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Track Inspection	May 4 th , 2020 to July 26 th , 2021.

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
N/A	N/A

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

Not Applicable.

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

Prevailing wage rates apply to the field inspector.

Work Order Estimate Summary

Att. A, AI 7, 3/19/20

MTS Doc. No.	G2017.0-17
Work Order No.	WOA2017 -CM05
Attachment:	B

Work Order Title: Middletown Track CM

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	1.1	Task Management	\$11,790.72
1	1.2	CM Service	\$319,196.00

Totals = \$330,986.72

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Middletown Track CM	1,716.0	\$330,986.72

Totals = 1,716.0 \$330,986.72

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				CH2MHILL (Jacobs)	1,188.0	\$223,306.40
		x		Chuck Wehsener Engineering	528.0	\$107,680.32

Totals = 1,716.0 \$330,986.72

Work Order Estimate Summary

Consultant/Subconsultant: Chuck Wehsener Engineering

MTS Doc. No.: G2017.0-17
Work Order No.: WOA2017 -CM05

Total Hours = **528**
Total Costs = **\$107,680.32**

Work Order Title: Middletown Track

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Manager	Inspector (Signal)	Inspector (Signal)	Inspector (Signal)	Total Hours	Totals	Percent of Total	
				Wehsener, Chuck	Johnson, Michael	Johnson, Michael (Sat.)	Johnson, Michael (Sun.)			Hours	Costs
				\$ 233.16	\$ 158.46	\$ 237.69	\$ 316.92				
1	Task 1	Orange Line Track Replacement									
	1.1 Task Management			16				16	\$3,730.56		
	1.2 CM Services				320	96	96	512	\$103,949.76		
		Subtotals (Hours) =	N/A	16	320	96	96	528	\$107,680.32		
		Subtotals (Costs) =		\$3,730.56	\$50,707.20	\$22,818.24	\$30,424.32	528	\$107,680.32	100%	100%
		Totals (Summary) =						528	\$107,680.32		
		Total (Hours) =	N/A	16	320	96	96	528			
		Total (Costs) =		\$3,730.56	\$50,707.20	\$22,818.24	\$30,424.32		\$107,680.32		
		Percentage of Total (Hours) =	N/A	3%	61%	18%	18%	100%			
		Percentage of Total (Costs) =		3%	47%	21%	28%			100%	



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

DOUGLAS FIR RAILROAD WOOD TIES - 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. L1526.0-20 (in substantially the same format as Attachment A), with Gemini Forest Products (“Gemini”), for Douglas Fir Railroad Wood Ties as detailed in the scope of work (Attachment B), in the amount of \$140,893.24, effective April 1, 2020.

Budget Impact

The project will be funded by the San Diego Trolley Maintenance of Way operating budget 370016-545500. The value of this agreement will not exceed \$140,893.24 as shown below:

Description	Amount
Total Amount	\$129,557.00
CA Sales Tax	\$10,040.67
Lumber Tax	\$1,295.57
Overall Total	\$140,893.24

DISCUSSION:

Timber ties on various locations on the MTS right-of-way are at the end of their useful service life. This order will be used to keep the track in a state of good repair.

On January 3, 2020 MTS issued an Invitation for Bids (IFB) for the purchase of the wood ties. On February 10, 2020 MTS received a single bid from Gemini.



On February 10, 2020, to ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the IFB on PlanetBids, and firms that had previously expressed interest in the project, asking them their reason/s for not bidding. The results indicated that neither the IFB nor MTS's procurement processes played a role in their decision not to respond.

On February 11, 2020, MTS contacted Gemini to negotiate pricing. Gemini indicated that the competitive pricing they offered in order to be the lowest bidder was based on the price of raw materials, wood preservatives, wood plates, etc., and therefore its price would remain unchanged.

In order to determine if the price was fair and reasonable, MTS performed a price analysis by comparing its 2019 historical pricing and Gemini's bid to another transit agency, Southern California Regional Rail Authority (Metrolink). While not all tie quantities ordered were the same, MTS was able to compare its 2020 pricing as shown in the summary below:

	MTS 2020 IFB (Gemini)	*MTS historical 2019 IFB (B&B Diversified Materials)	*Other agency comparison (Metrolink 2019)
Sub Total	\$129,557.00	\$135,628.00	\$142,381.00
Lumber Tax	\$1,295.57	\$1,356.28	\$1,423.81
CA Tax	\$10,040.67	\$10,511.17	\$11,034.53
Total	\$140,893.24	\$147,495.45	\$154,839.34

**Quantities revised to match MTS's 2020 IFB for comparison purposes*

Using these comparisons, Gemini's pricing is lower than the previous calendar year's MTS pricing and peer agency pricing. Staff deems Gemini's pricing to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO execute to execute MTS Doc. No. L1526.0-20 (in substantially the same format as Attachment A), with Gemini Forest Products, for Douglas Fir Railroad Wood Ties as detailed in the scope of work (Attachment B), in the amount of \$140,893.24 effective April 1, 2020.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft Standard Procurement Agreement MTS Doc. No. L1526.0-20
B. Scope of Work
C. Pricing Detail

**STANDARD PROCUREMENT AGREEMENT
FOR
DOUGLAS FIR RAILROAD WOOD TIES**

MTS DOC. No. L1526.0-20

THIS AGREEMENT is entered into this ____ day of _____, 2020, 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: Gemini Forest Products Address: P.O. Box 105

Los Alamitos, CA 90720

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.)

Email: ted@geminiforest.com

Telephone: (562) 594-8948

Authorized person to sign contracts Ted Pollard President
Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to

Provide Douglas fir railroad wood ties as specified in the Scope of Work (attached as Exhibit A), Contractor's Bid Form (attached as Exhibit B), and in accordance with the Standard Procurement Agreement, including Standard Conditions Procurement (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract is effective April 1, 2020.

The total cost is \$129,557.00, plus \$10,040.67 CA sales tax, plus \$1,295.57 lumbar tax, for an amount not to exceed \$140,893.24 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	GEMINI FOREST PRODUCTS
By: _____ Paul Jablonski, Chief Executive Officer Approved as to form: By: _____ Karen Landers, Office of General Counsel	By: _____ Title: _____ _____

SECTION 2.0 - SCOPE OF WORK/TECHNICAL SPECIFICATIONS

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Contractor shall provide Douglas Fir Railroad Ties (or approved equal) as a one-time purchase. The quantities are shown in Exhibit B. MTS may elect to reduce or increase the quantities to be purchased based on its needs and available budget, and that the estimated quantities provided are used for bidding purposes only.

I. MATERIAL

- a. All timber cross ties and switch rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Volume 1, Chapter 30 "TIES", except as modified herein.
- b. Industrial Grade Cross ties are not permitted.
- c. West Coast Species shall meet or exceed W.C.L.B Specifications - Standard No.17 Grading Rules; Section 6: Special Use Grades-Railroad Ties; Item 192-B "NO. 1" Railroad Ties. They are square edged. Pieces shall have not less than 6 annual rings per inch and approximately 10% of the pieces shall have no less than 4 annual rings per inch, on any radius from the pith, over the top ¼ of the tie.
- d. Ties shall be produced from Douglas Fir listed in the AREMA Manual, Volume 1, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES".
- e. Western Species – Costal Douglas Firs (Cottonwood, Willow, Hackberry, Hem-Fir, Ponderosa Pine, Lodge Pine, Larch and Poplar) will not be acceptable.
- f. All cross ties shall be Douglas Fir AREMA grade five (5) and shall come with end plates.

II. QUALITY AND FABRICATION

- a. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, and large or numerous holes or knots.
- b. Ties shall be straight, well sawed, square cut at the ends, have bottom and top parallel, and have bark entirely removed.
- c. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection" shall govern defect type, size, and location for determining acceptability of material.
- d. Kerf marks shall be 1/8' located on the top "sap side" of the cross tie.
- e. Kerf mark location as measured from end of tie shall be as follows:

<u>Cross Tie Length</u>	<u>Distance for Cross Tie End</u>
-------------------------	-----------------------------------

8 Feet	16 Inches
8 Feet, 6 Inches	19 Inches
9 Feet	22 Inches
10 Feet	28 Inches
11 Feet	28 Inches
12 Feet	28 Inches
13 Feet	28 Inches
14 Feet	28 Inches
15 Feet	28 Inches
16 Feet	28 Inches

III. DESIGN

- a. Standard cross ties shall be eight (8) feet six (6) inches in length. Standard cross ties and contact rail ties shall measure seven (7) inches deep by nine (9) inches wide in cross section. Additional sizes (9) nine feet through (15) fifteen feet in length shall also measure seven (7) inches deep by nine (9) inches wide.
- b. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inches thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

IV. MACHINING, INCISING, AND ANTI-SPLITTING DEVICES

- a. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual Section 3.6.2 "Preparation of Material Prior to Treatment (1995)".
- b. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure six (6) inches by eight (8) inches. Dowels shall be steel; either three (3) or four (4) fluted and shall be one half (1/2) inch in diameter with three-eighths (3/8)-inch root diameter. Dowels shall be eight and three-quarters (8 3/4) inches long.
- c. Dowels or nail plates shall be applied to each of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES", and Section 3.1.7 "APPLICATION OF ANTISPLITTING DEVICES".
- d. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (2014)".

V. CONDITIONING AND SEASONING

- a. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air drying, Boulton Drying, or vapor drying.
- b. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)". The process shall reduce the moisture content of Douglas Fir to a level of fifty (50) percent or less.

VI. TREATMENT

- a. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual Part 3, Section 3.7.2. "TREATMENT (2002)," or approved equal.
- b. Treatment shall be by the full-cell process to obtain the maximum net retention. Retention shall be eight (8) lbs/cuft min. or refusal.

VII. MARKING, BUNDLING, AND DELIVERY LOCATION

- a. Ties shall be marked prior to preservative treatment. Ties shall be branded in the middle top surface with symbols that indicate the year of manufacture and the identity of the plant.
- b. Ties shall be bundled with steel strapping twenty (20) to the bundle and shipped in groups according to type, size and length. Timbers cross ties and switch ties shall be carefully handled to avoid damage in accordance with AREMA MRE, Chapter 30. Tie deliveries shall be made by flatbed truck.
- c. The delivery locations shall be at San Diego Trolley 1341 Commercial Street San Diego CA 92113. The Vendor shall notify the San Diego Trolley five (5) calendar day prior to delivery of crossing ties.

VIII. INSPECTION AND CERTIFICATION

- a. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the Specifications. Green wood inspection prior to treating and end plating is preferred. Additional inspection after delivery may be made to ensure ties conform to the Specifications.
- b. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

IX. MEASUREMENT AND INVOICE PAYMENT

- a. Measurement of acceptable materials shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.
- b. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- c. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.
- d. MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. Contractor shall reference the MTS purchase order number on the invoice, attach an itemized invoice along with supporting delivery receipts to the following address, and email to AP@sdmts.com.

- e. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment. Contractors must also indicate if any of the invoiced amount is for work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in the Prompt Progress Payments of the Standard Conditions.

2.1 WARRANTY

Bidders shall outline in detail their warranty on the equipment offered, including the method of adjustment in cases of equipment, component or parts failure. Warranty shall also be stated for installation labor, materials, and method of adjustment.

2.2 REPLACEMENT PARTS

Replacement parts and technical support for the specified equipment must be guaranteed by the manufacturer; to be available for a ten (10) year period from the date of purchase. Manufacturer shall keep parts books and maintenance manuals up-to-date for that period.

2.3 DELIVERY AND ACCEPTANCE

Ties shall be delivered in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery. Contractor shall state delivery on the Bid Form unless already specified, in which case, shall be made within the time set forth. Delivery is part of the consideration and must be adhered to as specified.

Contractor will not be held liable for failure to make delivery because of strikes, construction of property, governmental regulations, acts of God or any other causes beyond his control, provided a written extension of time is obtained from MTS.

Upon delivery, MTS will acknowledge receipt of said items or products. Delivery shall not constitute acceptance. Upon inspection and testing (if necessary) by MTS, a determination will be made whether said items or products are in conformance with contract requirements. If found in conformance, MTS shall immediately approve the Contractor's invoice for payment; thereby constituting acceptance. Payment terms begin from this point. If the delivered items or products are found not in compliance, MTS will immediately notify the Contractor, and furnish all details of deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

2.4 PAYMENT TERMS

Unless otherwise stated in the specifications or bid forms, one hundred (100%) of the contract price for each unit or units of material or equipment furnished and delivered under these specifications, will be paid to the Contractor within thirty (30) days after delivery to and acceptance by MTS of the unit or units ordered, as herein provided, and after the statements covering the unit or units have been presented to MTS by the Contractor.

Cash discounts as shown on the bid form shall be accepted at the option of MTS. Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. **Advanced Payment is Not Allowable**

**Attachment C
DOUGLAS FIR RAILROAD WOOD TIES L1526.0-20**

			Gemini Forest Products	
	Description	Estimated # of ties	Unit Cost	Extended Cost
1	Wood tie 8' douglas fir w/end plate 7"x9"x8'	1500	\$ 65.90	\$ 98,850.00
2	Wood tie 9' douglas fir w/end plate 7"x9"x9'	40	\$ 78.40	\$ 3,136.00
3	Wood tie 10' douglas fir w/end plate 7"x9"x10'	40	\$ 86.80	\$ 3,472.00
4	Wood tie 11' douglas fir w/end plate 7"x9"x11'	40	\$ 95.90	\$ 3,836.00
5	Wood tie 12' douglas fir w/end plate 7"x9"x12'	40	\$ 104.60	\$ 4,184.00
6	Wood tie 13' douglas fir w/end plate 7"x9"x13'	40	\$ 113.30	\$ 4,532.00
7	Wood tie 14' douglas fir w/end plate 7"x9"x14'	40	\$ 122.10	\$ 4,884.00
8	Wood tie 15' douglas fir w/end plate 7"x9"x15'	40	\$ 131.40	\$ 5,256.00
9	Wood tie 16' douglas fir w/end plate 7"x9"x16'	10	\$ 140.70	\$ 1,407.00
10	Total delivery cost (as applicable)			\$ -
11	Total			\$ 129,557.00

CA Sales Tax	\$	10,040.67
Lumbar Tax	\$	1,295.57
Overall Total Including Tax	\$	140,893.24



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

TASK ORDER CONTRACT APPROVAL TO PROVIDE DESIGN SERVICES FOR
SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT
LAYOUTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken Engineering (Dokken) in the amount of \$328,320.14 to provide design services for the SBMF Electric Bus Concept Layouts.

Budget Impact

The value of the Engineering Design Work Order will not exceed \$328,320.14 and is allocated under Capital Improvement Program (CIP) budget number 1009108401 – South Bay Feeder Bus Service – Design.

DISCUSSION:

In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add new Rapid Bus Feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the Blue Line Trolley. Consistent with the grant programs' goal to significantly reduce greenhouse gas emissions, the new rapid route will be served by 12 new, 60-foot battery electric buses (BEB). The new service will be called Rapid Bus Route 925, operating at 7.5-min headways in the peak hours, with buses from the MTS South Bay Maintenance Facility (SBMF) on Main Street in Chula Vista.

MTS currently operates and maintains a fleet of 235 compressed natural gas (CNG) buses at the SBMF. New charging infrastructure for the 12 new buses is needed to charge buses at night for morning pull-out. The Zero Emission Bus (ZEB) pilot program,



phase 1 and 2, includes stand alone plug-in chargers at each MTS facility to test routes and spans for 40-foot BEBs. Charging 12, 60-foot BEBs overnight requires a more robust infrastructure, for multi-bus simultaneous charging. Given the state mandate to convert the MTS fleet to ZEB over time, the infrastructure to charge these 12 buses will be the first installation of a scalable and modular battery bus charging system at the SBMF.

This work order will provide engineering services for a set of conceptual layouts and a recommendation for the phased or stepped implementation of BEB charging facilities for the entire bus fleet at SBMF. The scope of services under this work order excludes charging technology, and will focus on conceptual layouts.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the capability to perform the scope of work.

On December 3, 2019, staff issued a Request for Proposals (RFP) to approved A&E firms. On January 10, 2020 MTS received three proposals from Dokken, HDR and Mott MacDonald (MM).

An evaluation panel was comprised of MTS representatives, and the proposals were evaluated based on the following factors.

1. Project Team
2. Project Team's Capabilities
3. Project Understanding and Approach
4. Schedule

On January 21, 2020, the selection committee evaluated the initial proposals and scored as follows:

Ranking	Proposer Name	Total Score
1.	Dokken	82.90
2.	HDR	78.40
3.	MM	44.70

After an evaluation of the proposal, the evaluation panel determined that Dokken was the most qualified firm and best met the requirements set forth in the RFP, with final score of 82.90 points out of maximum 100 points.

The evaluation panel then reviewed Dokken's initial price proposal in the amount \$342,032.22. On February 7, 2020 staff issued a Notice of Intent to Negotiate (NIN) to Dokken to reduce the proposed hours, or level of effort for the services from 2,006 to 1,914. On February 11, 2020, Dokken accepted MTS's request, and submitted a revised proposal in the amount of \$328,320.14.

Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

For this project, Dokken will use WSP and Estrada Land Planning (ELP) as subcontractors. ELP is a registered Disadvantaged Business Enterprise (DBE). Please see Attachment A for the dollar amount allocated to the subcontractor.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken in the amount of \$328,320.14 to provide design services for the SBMF electric bus concept layouts.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18

March 19, 2020

MTS Doc. No. G2075.0-18
WOA2075-AE-50

Mr. John Klemunes, PE
Regional Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108

Dear Mr. Klemunes:

Subject: MTS DOC. NO. G2075.0-18, WORK ORDER WOA2075-AE-50, DESIGN SERVICES FOR SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT LAYOUTS

This letter shall serve as our agreement for professional services, Work Order WOA2075-AE-50, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

SCOPE OF SERVICES

Provide design services for provide design services for the SBMF electric bus concept layouts. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A, A1).

SCHEDULE

The Scope of Services, as described above, shall be for a period of 105 calendar days from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$328,320.14 without prior authorization of MTS (Attachment B).

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

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

ATTACHMENT A SCOPE OF SERVICES

SCOPE OF WORK

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as "MTS") seeks a proposal for consultant services for the layout and design of a scalable and modular bus charging infrastructure system at MTS's South Bay Maintenance Facility (referred to hereafter as "SBMF").

MTS operates and maintains a fleet of 235 compressed natural gas (CNG) buses at the SBMF and seeks to implement a scalable and modular battery bus charging system for an initial twelve Battery Electric Buses while maintaining current operations. The initial fleet will be an expansion to current fleet and each bus will be a sixty-foot vehicle.

II. EXPECTED RESULTS

Accounting for current operations, a set of conceptual layouts and a definite recommendation to aid MTS in gradual implementation of a full electric vehicle build out at the SBMF location is expected. The intent of this design is to provide MTS with layouts for an initial 12 bus charging build out and an ultimate full fleet solution. This scope excludes charging technology and will focus on conceptual layouts.

III. SCOPE OF WORK

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

Perform site assessment at the SBMF to analyze existing flow of buses through cleaning, maintenance, servicing, fueling, storage, and route dispatch in order to provide an existing conditions report. Existing conditions report shall include employee parking space requirements and flow of employee and fleet vehicles to and from the street and within the property based on time of day.

MTS assumes that the final solution will include a spanned overhead gantry system with a pantograph up/down solution to charge the buses however MTS is open to all potential solutions. Additionally, Consultant shall analyze and determine if a better option/configuration would be applicable to MTS needs.

Consultant shall analyze existing conditions report and provide concepts for electric bus charging infrastructure and associated bus parking layouts. All options are to identify predicted construction boundaries of work/construction laydown area for the initial build out of twelve 60' electric vehicles. All options must be modular and scalable for future electric 60 and 40 foot bus fleet growth while maintaining current fleet operations (or minimal impact to current fleet operations).

All identified impacts including, but not limited to, impacts to existing facilities, resulting bus spacing, impacts to site capacity for existing CNG Fleet, employee parking, and MTS vehicle fleet are to be called out on each provided concept. Resulting total capacity of electric buses shall be included in each concept based on full build out of each modular option.

Layout locations shall also include option for 10mW electric substation and battery electric storage onsite as MTS assumes these may be required for future electric vehicle build out. MTS recognizes the constraints that this infrastructure could impose on the capacity of the SBMF and is open to all options that can mitigate these constraints such as overhead parking structures and building demolition.

Consultant shall include assumed footprint of charging systems, and potential electrical and communication conduit paths for charging infrastructure in all proposed designs.

Consultant shall analyze and provide recommendations on charging configurations (i.e. Nose to nose vs. side to side) and provide alternatives matrix detailing pros/cons of each configuration.

Consultant shall provide rough order of magnitude (ROM) cost estimate for the construction no more than three (3) options. ROM costs shall be provided for initial twelve (12) bus installation and for the ultimate configuration.

Consultant shall provide summary recommendation based on the results of the site analysis, construction impacts, charging technology, control technology and proposed locations on site. MTS staff and leadership input shall be included in final recommendation.

IV. PERIOD OF PERFORMANCE

Expected period of performance is 105 days from the date of the Notice to Proceed.

V. DELIVERABLES

TASK 1: Site Assessment

- A. Consultant shall perform a detailed analysis and site assessment to understand existing conditions at the SBMF and the flow and order of operations, equipment, employees, and contractors. Consultant shall review MTS policies and procedures to identify any operational or procedural concerns that may impact the transition to battery electric buses. Consultant shall review all as-builts, existing underground utilities and water quality vaults. These as-builts, underground utilities, and water quality vaults must be considered for conceptual layouts.
- B. Consultant shall perform an analysis on existing bus facility and site capability.

Task 2 Deliverables

- 1. Existing conditions report detailing findings and analysis from the topics set forth above.

TASK 2: SBMF Electric Vehicle Layout Analysis

- A. Consultant shall present options for the layout of the initial electric vehicle fleet including impacts to bus flow and turn radius, and proposed reductions/modifications to employee parking, buildings, and/or other strategies to mitigate impacts to existing operations. Layouts shall include changes to capacity of the yard and any additional yard space required, as well as shifts to existing CNG service. Layouts shall include footprint of proposed charging system including footprint of proposed supports and associated appurtenances for charging systems. All layouts shall include both an initial state (12 bus layout) and a final – full electric state.

TASK 3: Firm Recommendation

- A. Consultant shall provide a minimum of two layout recommendations based on site assessment and electric vehicle layout analysis. Consultant shall present these recommendations to MTS management and incorporate feedback into final recommendation report.

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
Site Assessment	NTP + 45 days
SBMF Electric Vehicle Layout Analysis	NTP +75 days
Firm Recommendation	NTP + 90 days

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Existing Conditions Report	NTP + 45 days
Conceptual Layouts	NTP + 75 days
Rough order of Magnitude Cost Estimate	NTP + 90 days
Final Recommendation Report	NTP + 105 days

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

SBMF As-built

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor 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 Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractors and/or Contractors subcontractors negligence and thus not 100% complete by MTS' Project Manager, Contractor 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. Contractor 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 construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient and the deficiently delays any portion of the project, Contractor 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:

- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

Contractor 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 Contractor to any third party.

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

Contractor'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. Contractor shall maintain backup copies of all data conveyed to MTS.

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

XII. PRICING

Pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

Prevailing wage rates apply to certain personnel for these services? Yes No

If yes, please list classification subject to prevailing wage rates:

ATTACHMENT A1

DOKKEN'S TECHNICAL PROPOSAL

SCOPE OF WORK

Our team proposes that these consulting services be divided into sequential tasks, as indicated below.

Task 1: Project Management

1. Conduct a project kick-off meeting to establish clear lines of communication, review the scope of work and project schedule, clearly define project goals and objectives, and identify MTS staff to be involved in the review process.
2. Schedule and coordinate up to five (5) project status meetings including identifying appropriate participants for each meeting, developing (with MTS input) and distributing agenda prior to meetings, developing and distributing minutes for each meeting.
3. Prepare and submit monthly progress reports. Each report shall include an updated schedule, summary of tasks in progress and completed, and projected tasks to be accomplished in the next month.

Task 1 Deliverables - Kick-off meeting, up to five (5) status meetings, and monthly progress reports and schedule

Task 2: Site Assessment

1. Review existing documents provided by MTS which are pertinent to the project including:
 - a. As-built drawings of existing facilities with a focus on improvements that modified or added electrical service, backup generators, solar (PV), or otherwise enhanced or modified the facilities power service and service entry points.
 - b. Ongoing projects or studies that could impact the SBMF BEB designs.
 - c. Specifications for proposed battery electric buses, charging equipment, and charge management software to be procured directly by MTS.
 - d. Existing SBMF CAD background including built structures, fueling, fare, and wash equipment, above and underground utilities including storm water vaults and testing wells, piping, electricity, water, and natural gas.
 - e. (1) One years worth of utility bills to establish existing site power usage and current rate structure
2. Conduct an Existing Site Assessment Workshop (Workshop 1) to field verify as-built conditions and confirm operational site, vehicle and work flows. Includes on-site observations and interviews with SBMF operations and maintenance staff as well MTS key stake holders.
3. Confirm existing electrical natural gas and electrical service to site.
4. Confirm the capacity and usage of any on-site power generation at existing bus facilities, including existing CNG generation and confirm current power requirements and usage to support existing facilities.
5. Review and document adjacent off-site power availability as well as availability (voltage and capacity) and locations of closest substations with SDG&E.
6. Meet with MTS key stake holders and SBMF operations and maintenance staff to identify current O&M practice that could be affected by the introduction of BEBs and confirm the current on-site bus traffic flow during pull-in, pull-out, and nightly servicing. This includes verifying the current bus parking configuration. Review flow of staff, private vehicle, and vendor (staff and vehicles) on site.
7. Review existing and previously developed proposed future maximum vehicle (private car and bus) quantity and parking layouts on site.

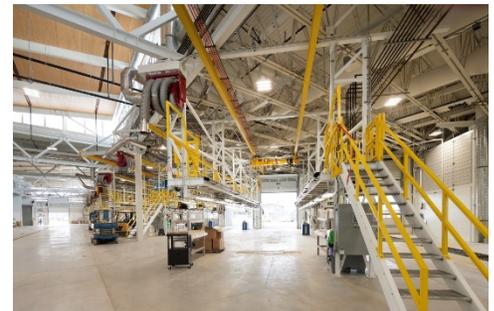
Task 2 Deliverable - Existing Conditions Report

Task 3: SBMF Electric Vehicle Layout Analysis

1. Confirm Charging Technology and Requirements. A common understanding of the intended MTS charging technology and the systems physical, operational, and utility requirements is needed to establish a baseline “charging standard” which will then be applied to all the developed layouts. A detailed analysis of bus and infrastructure technology will provide the foundation needed to develop a comprehensive BEB Implementation Concept. Our team will need to:



- a. Identify and analyze infrastructure requirements to support the BEB fleet. Analysis will include:
 - i. Developing master plan to maximize capacity of buses parked on site.
 - ii. Confirm with MTS the anticipate mix of vehicle sizes (40, 45, 60-ft buses) and types (transit, articulated, double-decker, etc...) to be used for master planning concepts.
 - iii. Identification of power system components required (transformers, switchgear, chargers, dispensers, etc.) and power requirements for coordination with the electrical utility provider.
 - iv. Identification of emergency power and backup requirements.
 - v. Identification of potential risks and steps to mitigate those risks.
 - vi. Integration of smart charging / charge management technology into existing MTS fleet and building systems.
 - vii. Confirmation with SDG&E on maximum size (physical and capacity) available as utility provided transformer. Include transformer required clearances for operation and maintenance.
 - b. Identify necessary infrastructure upgrades and energy strategies to minimize risk for operating BEBs.
 - c. Identify potential long lead electrical service, electrical equipment, and charge management items that will not only affect “how” to procure these items but also “who” and “when”.
 - d. Validate MTS’s selection of inverted overhead pantographs as the proposed type of charger to use and how its use affects charger to pantograph ratio, bus parking, charge time, charge management hardware / software opportunities, yard management, and charge management approach.
 - e. Identify specialized maintenance equipment or facilities needed to adequately maintain the BEBs.
 - f. Develop Charging Technology Understanding Memo.
2. Develop Electric Vehicle Layout Concepts. The design team intends to work collaboratively with MTS while these concepts are being developed and will be available to MTS as needed. Our team will need to:



- a. Develop site and charger layouts with emphasis on:
 - i. Master planning for “Ultimate Buildout” to maximize bus parking, service and operational capacity
 - ii. Circulation patterns for vehicles, equipment, materials and personnel that will provide efficient, cost effective, and safe operation. Ingress and egress routes that maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
 - iii. Ability to improve existing maintenance facilities to adequately maintain BEBs.
 - iv. Scalability of power for the on-site electrical distribution and charging systems to expand from the initial twelve (12) buses to the ultimate completely electric fleet. The designs will be created to readily accept modular expansion to grow with minimal operational impact during the phased transition of a mixed size fleet.

- v. Identification, location, and requirements of future electrical infrastructure expansion elements including but not limited to possible on-site power generation, on-site power storage, and on-site substation.
 - vi. Consider utilization and re-purposing of original maintenance facility structure to support BEBs.
- b. Develop alternative traffic flow options for buses, non-revenue vehicles, private vehicles (employees and visitors), delivery vehicles, and service contractor vehicles. On-site vehicle traffic flow will be impacted by the introduction of BEBs and its supporting infrastructure. As a result, we will:
- i. Recommend the on-site traffic flow to be implemented for BEBs and non BEBs, including pull-in, bus parking, nightly service cycle, and pull-out.
 - ii. Identify space and electrical infrastructure requirement impacts and considerations for possible future employee and non-revenue electric vehicle charging.
- c. Develop a conceptual phasing plan to show how the site can remain operational during construction. The phasing plan will include drawings with a narrative description to be reviewed and agreed upon by MTS. Critical areas for phasing are site access, contractor lay down area, site traffic and parking, building access, and building system coordination.
- d. Develop a detailed implementation schedule including BEB procurement, environmental clearances, design, approvals from other agencies, bidding, construction, commissioning, move-in and start-up.
- e. Develop Initial Power Requirements for each layout concept developed. This high-level power demand will allow the design team to compare the effectiveness and viability of the different options and present the various power scenarios to both MTS and SDG&E for input.
- f. Schedule and participate in an initial utility meeting with SDG&E. This meeting will allow SDG&E to review anticipated power need ranges of potential options and provide the design team with their systems capacity to provide equivalent power to the site or confirm that maximum power is available to the site.
- g. Submit Conceptual Layouts package for MTS review and comment. This is the formal deliverable that will include:
- i. Developed Concepts.
 - ii. Conceptual phasing plan.
 - iii. Implementation schedule.
 - iv. Power Requirements per developed concept.
 - v. Notes from SDG&E review of concepts and power requirements.
- h. Develop Rough Order of Magnitude (ROM) cost estimates for each developed concept, phasing plan, implementation schedule, on-site and off-site electrical improvements, and CNG fueling system decommissioning. These estimates will include any proposed facility renovation / modification / construction, site improvements, and associated equipment.

Task 3 Deliverables - Conceptual Layouts package and Rough Order of Magnitude (ROM) cost estimates.

Task 4: Firm Recommendation

1. Conduct "Selection of Concepts" Workshop (Workshop 2) to review Conceptual Layouts package and MTS' review comments. During this workshop, the concepts will be reviewed with respect to operational flow, constructability, cost, impact to ongoing operations, and expandability. Based on these discussions, the concepts will be refined and presented for review. This review will result in the selection of two (2) concepts to be further developed as the recommended options. Each concept will present solutions for the initial twelve (12) bus implementation and the ultimate buildout of the site to a fully electric fleet.
2. Update the two selected options and prepare/submit a Final Recommendation Report to include:
 - a. A statement of the problem, purpose, and objective of the Conceptual Layouts.
 - b. Analysis of the Conceptual Layouts leading up to the recommended options.
 - c. Updated ROM cost estimates.

Task 4 Deliverables - Final Recommendation Report

Optional Tasks available to MTS

At MTS's request, our team could:

1. Develop a system-wide master plan for future transition to a 100% Battery Electric Bus fleet at MTS's other maintenance and operating facilities.
2. Develop detailed or performance-based specifications for items MTS intends to procure separately including long lead electrical equipment and service items (transformers, rectifiers, switchgears, generators, energy storage / generation, etc...) or charging equipment, or charge management software.
3. Develop specifications for battery electric buses.
4. Identify the BEB impact on training requirements for drivers, mechanics, service personnel, and facility maintenance staff.

INNOVATIVE APPROACH AND INTERNAL MEASURES FOR TIMELY COMPLETION

Communications and coordination are at the center of good project management. To successfully complete 750 plus maintenance facilities it is impossible to do so as if all the maintenance facility projects were local to a region or conversely with all the design team members being local. To be able to amass this much experience on maintenance facilities, it required WSP to develop systems that allow the pairing of strong local team presence supported by industry experts and specialists who may not be locally located. Key to our strategy of coordinating and managing between our local and national staffing resources is using our online communication tools. These are not new systems but tried and true techniques we have used and are currently using throughout the company and on multiple projects. We have the systems and we work the systems. We do so because these communication and management systems have proved to be very effective for project delivery success as well as project coordination enhancement.

To assemble and effectively communicate and coordinate, our team will use the following systems for **Project Controls** (ProjectSolve2 / SharePoint) and **Team Communications** (Workshops / Charrettes and design team meetings.)

ProjectSolve2 (PS2) and SharePoint (SP) are web-based project control systems utilized by our team. The project will have its own dedicated site accessible to the entire design team and MTS. There is no additional cost to add participant access. PS2 and/or SP acts as a repository for all the project documents and data created or gathered during the design process including:

- Reports
- Meeting Minutes
- Check Lists
- Schedules
- Project Specifications & Forms
- Photographs
- Issued deliverables
- Sketches
- Received comments

Individual live documents can be posted for tracked versions of shared documents (Code analysis for example) while PDF static versions of milestone document versions are retained. Notifications of any new posted or revised items are easily sent to design team and key MTS staff via group email notifications. This also allows intermittent design participants to access the entirety of project data previously compiled. PS2 and SP create a formal, official and comprehensive "Record Copy" of the entirety of the design project controls record for the life of the project. At the end of the project the entire contents of all the gathered data from NTP through construction services can be offered as a final completed deliverable and record copy via USB storage.

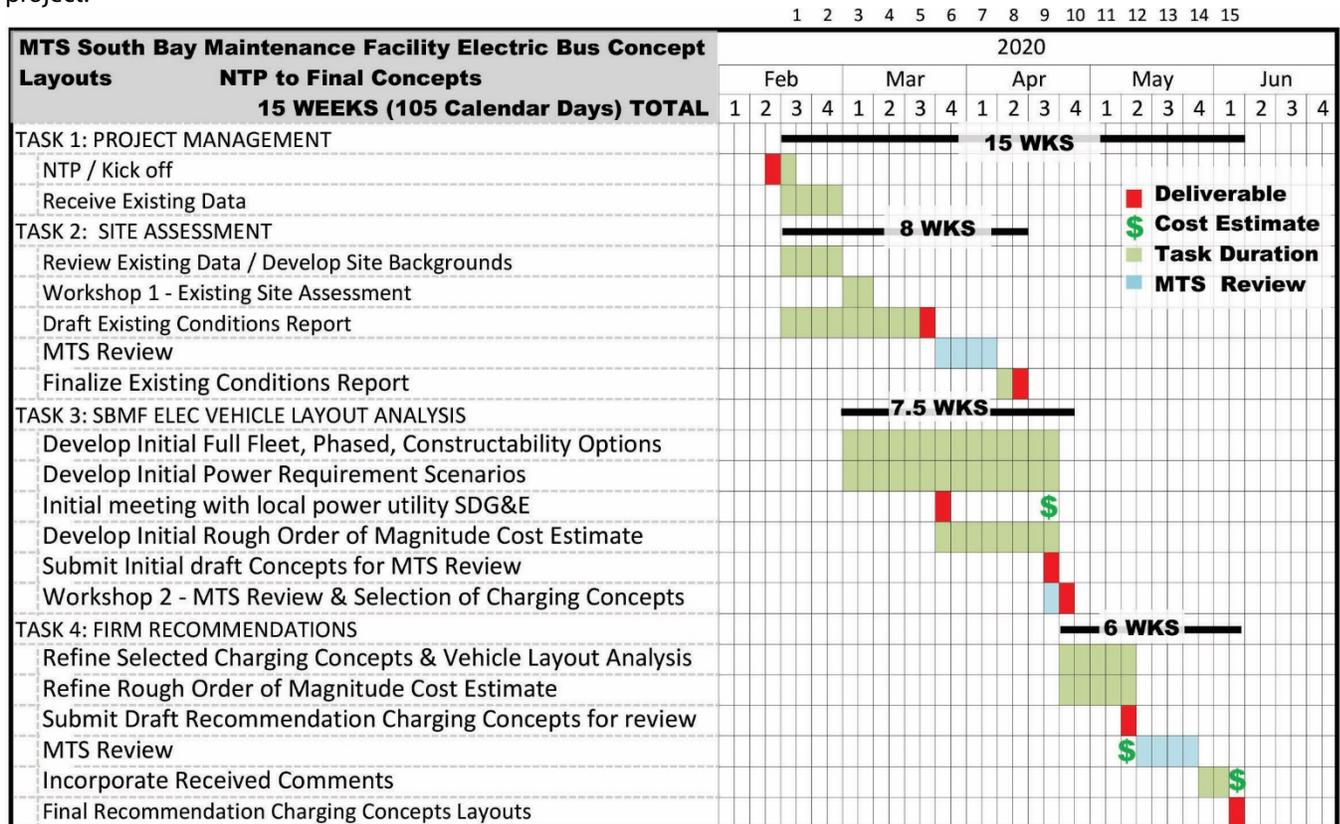
Team Communications – We intend to utilize all appropriate communication methods to coordinate with the team and MTS stakeholders. Clear and organized communication cannot be emphasized enough and that is why, depending on the activity, audience and desired outcome, a specific communication method will be utilized. While traditional in-person meetings, emails, phone call, written notifications and reports will be utilized, the specialized design team communication methods that will be employed on this project include:

- On-site workshops / charrettes – effective for intense and large data gathering and feedback such as operational staff and vehicle flow verification, MTS interviews, over the shoulder design reviews, deliverable and progress set comment receipt.
- Web-conference design team meetings – effective for routine or special team review and coordination calls. This effectively allows assembled staff to physically meet in person while still able to communicate visually (pointing at drawings, making a sketch, highlighting text) with remote staff.

4. SCHEDULE

ABILITY TO MEET MTS'S PROPOSED SCHEDULE

Our team has prepared the milestone schedule below to identify duration and dates of key tasks and milestones for this project.



LOCAL RESOURCES FOR PROPOSED SERVICES

Our team will ensure that MTS will get the most responsive service possible. Our team has the expertise and depth of resources to deliver the SBMF Electric Bus Concept Layouts project. Through our extensive experience in project delivery, we have developed a methodology that allows us to deliver projects of any scope or size.

5. DBE SUBCONTRACTOR UTILIZATION PLAN

Dokken Engineering maintains a strong commitment to Equal Opportunity in our hiring practices, training, promotions, and sub-contracting. We believe our staff should reflect the diversity in our community and we are proud of the diversity we have in our workforce. We are active in the community as a company and encourage our staff to become involved in the community where they live. We have supported and participated in the Caltrans and SANDAG outreach programs to small minority consultants. Dokken Engineering is pleased to team with sub-consultants who are both highly qualified in their fields and meet the requirements for Disadvantaged Business Enterprise (DBE) to ensure that MTS will meet/exceed their DBE goal. The following table lists our team's small and disadvantaged business firms and their certifications.

FIRM	ROLE	CERTIFICATION	DBE PARTICIPATION
Estrada Land Planning	Visualization	DBE #7103 WMBE #7IN00018 SLBE #11EL0202	8%

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

MTS Doc. No.
Work Order No. WOAXXXX-AE-50
Attachment: B

Work Order Title: MTS South Bay Maintenance Facility

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Labor	\$314,418.44
2		ODC	\$13,901.70

Totals = \$328,320.14

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management	138.0	\$37,631.03
2		Site Assessment	314.0	\$63,531.08
3		SBMF Electric Vehicle Layout Analysis	912.0	\$148,816.07
4		Firm Recommendation	550.0	\$78,341.96

Totals = 1,914.0 \$328,320.14

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				DOKKEN ENGINEERING	244.0	\$46,937.62
				WSP	1,416.0	\$256,661.22
X				ESTRADA LAND PLANNING	254.0	\$24,721.30

Totals = 1,914.0 \$328,320.14

Work Order Estimate Summary

Total Hours =	244
Total Costs =	\$46,937.62

Consultant/Subconsultant: DOKKEN ENGINEERING	MTS Doc. No.:	
Work Order Title: MTS South Bay Maintenance Facility	Work Order No.: WOAXXX-AE-50	Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal	Senior Engineer	Associate Engineer	Engineering Tech	Total Hours	Totals
1	Task 1	Project Management		\$ 262.42	\$ 218.68	\$ 157.45	\$ 106.42		
1.1	Project Management			24		24		48	\$10,076.88
1.2	Project Coordination- meetings								
1.3	Coordination with Prime & Subconsultants								
1.4	QA/QC								
	ODC								
		Subtotals (Hours) =	N/A	24		24		48	\$10,076.88
		Subtotals (Costs) =		\$6,298.08		\$3,778.80		48	\$10,076.88
2	Task 2	Site Assessment							
2.1	Existing As-Built Review				24	24		48	\$9,027.12
2.2	On-site WSP assist to Dokken Work Shop #1				24	24		48	\$9,027.12
2.3	WSP assist to Dokken exist report				50	50		100	\$18,806.50
2.4	Off-site SDG&E analysis								
	ODC								
		Subtotals (Hours) =	N/A		98	98		196	\$36,860.74
		Subtotals (Costs) =			\$21,430.64	\$15,430.10		196	\$36,860.74
3	Task 3	SBMF Electric Vehicle Layout Analysis							
3.1	Confirm Charging Tech								
3.2	Master Plan Development								
3.3	On-site Power Infra Distrib + Resiliency +								
3.4	Off-site Power Power / Utilitiy Coordination								
3.5	Operations Review								
3.6	ROM Estimate								
	ODC								
		Subtotals (Hours) =	N/A						
		Subtotals (Costs) =							
4	Task 4	Firm Recommendation							
4.1	Works Shop #2								
4.2	Refine 2 Options								
	ODC								
		Subtotals (Hours) =	N/A						
		Subtotals (Costs) =							
	Totals (Summary) =							244	\$46,937.62
	Total (Hours) =	N/A		24	98	122		244	
	Total (Costs) =			\$6,298.08	\$21,430.64	\$19,208.90			\$46,937.62
	Percentage of Total (Hours) =	N/A		10%	40%	50%		100%	
	Percentage of Total (Costs) =			13%	46%	41%			100%

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

Total Hours = **1,416**
 Total Costs = **\$256,661.22**

Consultant/Subconsultant: **WSP**

MTS Doc. No.:
 Work Order No.: **WOAXXX-AE-50**

Work Order Title: **MTS South Bay Maintenance Facility**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Senior Planning Manager	Project Controls Specialist	Staff Manager	Technical Specialist II	Engineer I	Supervising Engineer	Supervising Engineer	Senior Engineer (P-10)	Supervising Engineer	Staff Manager	Principal Technical Specialist	Senior Engineer (P-9)	Engineer I	CADD Operator II	Engineer II	Engineer II	Total Hours	Totals	
			\$283.11	\$140.70	\$270.33	\$109.72	\$95.60	\$196.93	\$196.93	\$145.51	\$196.93	\$270.33	\$201.00	\$116.10	\$95.60	\$62.29	\$117.08	\$117.08				
1	Task 1	Project Management																				
1.1	Project Management			10	20	10														40	\$8,348.40	
1.2	Project Coordination- meetings			10		10														20	\$5,534.40	
1.3	Coordination with Prime & Subconsultants																					
1.4	QA/QC			20		10															\$8,365.50	
	ODC		\$5,305.85																		\$5,305.85	
		Subtotals (Hours) =	N/A	40	20	30														60	\$27,554.15	
		Subtotals (Costs) =	\$5,305.85	\$11,324.40	\$2,814.00	\$8,109.90															90	\$27,554.15
2	Task 2	Site Assessment																				
2.1	Existing As-Built Review					1	4					4								9	\$1,496.93	
2.2	On-site WSP assist to Dokken Work Shop #1			20		20	24					24								88	\$18,428.40	
2.3	WSP assist to Dokken exist report					3	6					4								13	\$2,257.03	
2.4	Off-site SDG&E analysis										8										\$1,164.08	
	ODC		\$3,323.90																		\$3,323.90	
		Subtotals (Hours) =	N/A	20		24	34				8	32								110	\$26,670.34	
		Subtotals (Costs) =	\$3,323.90	\$5,662.20	\$6,487.92	\$3,730.48				\$1,164.08	\$6,301.76										118	\$26,670.34
3	Task 3	SBMF Electric Vehicle Layout Analysis																				
3.1	Confirm Charging Tech			2		8	4	8												22	\$3,932.54	
3.2	Master Plan Development			2		80	80	120		8					16	16	16	24	24	386	\$54,021.34	
3.3	On-site Power Infra Distrb + Resiliency +					20	40	40	40		60	30								230	\$36,135.10	
3.4	Off-site Power Power / Utilitiy Coordination					12	8	16			60	80								176	\$30,136.32	
3.5	Operations Review												8							8	\$1,608.00	
3.6	ROM Estimate					4		12		6	6	12	34					8	8	90	\$17,710.82	
	ODC		\$5,271.95																		\$5,271.95	
		Subtotals (Hours) =	N/A	4		124	132	196	40	14	126	122	34	8	16	16	16	32	32	912	\$148,816.07	
		Subtotals (Costs) =	\$5,271.95	\$1,132.44	\$33,520.92	\$14,483.04	\$18,737.60	\$7,877.20	\$2,757.02	\$18,334.26	\$24,025.46	\$9,191.22	\$1,608.00	\$1,857.60	\$1,529.60	\$996.64	\$3,746.56	\$3,746.56		912	\$148,816.07	
4	Task 4	Firm Recommendation																				
4.1	Works Shop #2			24		30	30			8	28									120	\$24,874.26	
4.2	Refine 2 Options			8		12	24	40	12	8	24	16	16						16	176	\$28,746.40	
	ODC																					
		Subtotals (Hours) =	N/A	32		42	54	40	12	8	32	44	16					16		296	\$53,620.66	
		Subtotals (Costs) =																			\$ -	
	Totals (Summary) =																					
	Total (Hours) =	N/A		96	20	220	220	236	52	22	166	198	50	8	16	16	16	48	32	1378		
	Total (Costs) =	\$13,901.70	\$27,178.56	\$2,814.00	\$59,472.60	\$24,138.40	\$22,561.60	\$10,240.36	\$4,332.46	\$24,154.66	\$38,992.14	\$13,516.50	\$1,608.00	\$1,857.60	\$1,529.60	\$996.64	\$5,619.84	\$3,746.56			\$256,661.22	
	Percentage of Total (Hours) =	N/A		7%	1%	16%	16%	17%	4%	2%	12%	14%	0.03531073	0.00564972	0.01129944	0.01129944	0.01129944	0.033898305	0.02259887	100%		
	Percentage of Total (Costs) =		5%	11%	1%	23%	9%	9%	4%	2%	9%	15%	0.05266281	0.00626507	0.00723756	0.00595961	0.0038831	0.021895945	0.014597297		100%	

Work Order Estimate Summary

Total Hours =	254
Total Costs =	\$24,721.30

Consultant/Subconsultant: **ESTRADA LAND PLANNING**

MTS Doc. No.:

Work Order No.: **WOAXXX-AE-50**

Work Order Title: **MTS South Bay Maintenance Facility**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal	Sr. L. Arch	Sr. L. Des.	L. Des	Assist L. Des	Admin	Total Hours	Totals
				\$ 237.97	\$ 138.22	\$ 112.46	\$ 78.41	\$ 74.99	\$ 72.69		
1	Task 1	Project Management									
1.1	Project Management										
1.2	Project Coordination- meetings										
1.3	Coordination with Prime & Subconsultants										
1.4	QA/QC										
	ODC										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
2	Task 2	Site Assessment									
2.1	Existing As-Built Review										
2.2	On-site WSP assist to Dokken Work Shop #1										
2.3	WSP assist to Dokken exist report										
2.4	Off-site SDG&E analysis										
	ODC										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
3	Task 3	SBMF Electric Vehicle Layout Analysis									
3.1	Confirm Charging Tech										
3.2	Master Plan Development										
3.3	On-site Power Infra Distrib + Resiliency +										
3.4	Off-site Power Power / Utilitiy Coordination										
3.5	Operations Review										
3.6	ROM Estimate										
	ODC										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
4	Task 4	Firm Recommendation									
4.1	Works Shop #2			8	40	40	100	66		254	\$24,721.30
4.2	Refine 2 Options										
	ODC										
		Subtotals (Hours) =	N/A	8	40	40	100	66		254	\$24,721.30
		Subtotals (Costs) =								\$	-
	Totals (Summary) =									254	\$24,721.30
	Total (Hours) =	N/A		8	40	40	100	66		254	
	Total (Costs) =			\$1,903.76	\$5,528.80	\$4,498.40	\$7,841.00	\$4,949.34			\$24,721.30
	Percentage of Total (Hours) =	N/A		3%	16%	16%		26%		61%	
	Percentage of Total (Costs) =			8%	22%	18%		20%			68%

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

Consultant/ Subconsultant:

Contract No:
Task Order No.
Attachment:

Work Order Title:

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total								
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total										
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =

**Work Order Estimate
Summary**

Att. A, AI 9, 03/19/20

Consultant/ Subconsultant: **WSP**

Contract No:
Task Order No. **WOAXXX-AE-50**

Work Order Title: **MTS South Bay Maintenance Facility**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00										
2	Deliveries	LS	\$1.00										
3	Mileage	MI	\$0.565	90	\$50.85	60	\$33.90	30	\$16.95				
4	Scanning	LS	\$1.00										
5	Other (Photo, parking, etc.)	LS	\$1.00	200	\$200.00	120	\$120.00	200	\$200.00				
6	Aerial Photography	LS	\$1.00										
7	Hotel	EA	\$250.00	6	\$1,500.00	4	\$1,000.00	6	\$1,500.00				
8	Meals	EA	\$100.00	9	\$900.00	4	\$400.00	9	\$900.00				
9	Airfare	EA	\$800.00	3	\$2,400.00	2	\$1,600.00	3	\$2,400.00				
10	Rental Car	LS	\$85.00	3	\$255.00	2	\$170.00	3	\$255.00				
				Subtotal =	\$5,305.85	Subtotal =	\$3,323.90	Subtotal =	\$5,271.95	Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total								
1	Repro & Graphics												
2	Deliveries												
3	Mileage											180	\$101.70
4	Scanning												
5	Other (Photo, parking, etc.)											520	\$520.00
6	Aerial Photography												
7	Hotel											16	\$4,000.00
8	Meals											22	\$2,200.00
9	Airfare											8	\$6,400.00
10	Rental Car											8	\$680.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$13,901.70

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

Consultant/ Subconsultant:

Contract No:
Task Order No.
Attachment:

Work Order Title:

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total								
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total										
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

FARE MEDIA RETAIL NETWORK – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to include in MTS Doc No. G2287.0-19, with Ready Credit Corporation (RCC), items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees, over a 20 year term.

Budget Impact

The budget impact for the design and integration services is \$196,000 and will be funded through the Capital Improvement Program account 1009004902 (Fare System Upgrade) and are a one-time cost to the project.

The card fee is \$1.35 per card for years 1-10, \$1.45 for years 11-15, and \$1.51 per card for years 16-20 and is charged to MTS for the processing and distribution of Pronto cards throughout the retail network and will be charged to account 530010-575160. Based on the anticipated sales of 2.8 million cards over the 20 year period, the total card fees are anticipated to be \$3,962,000.

DISCUSSION:

MTS and North County Transit District (NCTD) are in the process of implementing a new account-based, open architecture electronic fare payment system from INIT. The new fare collection system is being designed to support both Agencies and any regional partners that may choose to utilize the system in the future.



As part of this fare collection system, the Agencies are looking to provision a retail network for the distribution and reloading of smartcard fare media, enabling customers to easily and securely add value or products to their transit accounts via their smartcard. RCC would be responsible for recruiting and managing a network of hundreds of retail merchants who will sell fare media, stored value and products. RCC will coordinate provision of the retail network in conjunction with implementation of the fare collection system, such that the retail network will be fully operational soon after launch of the new system.

The retail network will provide customers with a simple and convenient experience for the purchase of fare media and reloading of existing transit accounts. The retail model utilized will be very similar to the one employed in gift card sales. This approach will be familiar to customers and retail merchants, limiting the need for extensive training and outreach for either.

On January 16, 2020, the MTS Board of Directors approved a contract award to RCC for the provision of a fare media retail network. However, in the process of conforming the agreement, after Board approval, MTS staff realized two elements of RCC's cost proposal were inadvertently omitted from the agenda item.

The costs inadvertently omitted from the initial agenda item include non-recurring design and integration costs of \$196,000, which will be reimbursed utilizing milestone payment plan. MTS staff believes design and integration will run in parallel with the expected go-live of the INIT fare system targeted for Spring 2021.

In addition, the cost proposal submitted by RCC also included a service fee of \$1.35 per card applied to card sales, which should be recovered through the original card fee (currently set at \$2.00). The card fee escalates in each option period per the attached cost schedule.

Both of these costs were considered and evaluated by MTS staff during the evaluation process which began in July 2019. However, the commission and fixed-fee cost elements which were deemed subject to further negotiation became the central focus of the negotiations which began in August 2019 and continued through November 2019. MTS staff working on the agenda item which was submitted to the MTS Board of Directors for the January 2020 meeting inadvertently relied on one out of three cost-related documents to prepare the agenda item and overall contract amount.

TOTAL CONTRACT COSTS	
Base Years (10 years) <i>approved at January 16, 2020 BOD Meeting</i>	\$5,388,000
First 5-year option <i>approved at January 16, 2020 BOD Meeting</i>	\$994,500 plus 6.65% commission on all sales
Second 5-year option <i>approved at January 16, 2020 BOD Meeting</i>	\$1,209,780 plus 6.65% commission on all sales
Design & Integration Services	\$196,000
Card fees	\$3,962,000
TOTAL	\$11,750,280

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to include in MTS Doc No. G2287.0-19, with RCC, items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees over a 20 year term, for a new contract total of \$11,750,280.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

HILL STREET SLOPE REPAIR CONSTRUCTION SERVICES – CHANGE ORDERS
1 - 9

RECOMMENDATION:

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

- 1) Ratify Construction Change Orders 1 - 6 (Attachment A) to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the Chief Executive Officer's (CEO) authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS's Orange Line; and
- 2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 - 9 (in substantially the same format as Attachment B), with Hazard Construction Company for \$251,543.69

Budget Impact

The overall value of the contract will increase from the original \$3,273,038.50 to a revised \$3,543,137.97. Funding is included in the Capital Improvement Program (CIP) budget 2006007802 (Mainline Drainage).

The total associated with this request, inclusive of change orders 1 - 6 will not exceed \$18,555.78. The costs associated with change orders 7 - 9, exclusively, will total \$251,543.69, as follows:



Change Order	Description of Work	Total Cost
Original Contract Total		\$3,273,038.50
Change Order 1 (ratify)	Interblock Retaining Wall Modification	(76,577.81)
Change Order 2 (ratify)	City of El Cajon Review Fees	3,470.00
Change Order 3 (ratify)	QC Testing Allowance	71,936.00
Change Order 4 (ratify)	Storm Drain Repairs STA 799+20	3,881.94
Change Order 5 (ratify)	Storm Drain at STA 793+16	3,500.00
Change Order 6 (ratify)	Adjust Cleanout to Grade at Palm & Lost Shift	12,345.65
Subtotal CO1-6		18,555.78
Contract Total with Ratification of CO 1 - 6		\$3,291,594.28
Change Order 7 (authorize)	Unsuitable SG and Increased Concrete Strength	90,204.00
Change Order 8 (authorize)	Installing Storm Drain	159,898.60
Change Order 9 (authorize)	Additional Asphalt Work	1,441.09
Subtotal CO7-9		\$251,543.69
Contract Total with Authorization of CO 7 - 9		\$3,543,137.97

DISCUSSION:

The slope adjacent to Hill Street in El Cajon has been deemed unstable and requires improvements to avoid slope failure. On June 14, 2018, the MTS Board of Directors authorized the CEO to execute a contract with Hazard Construction Company to complete the necessary improvements to the slope. The scope of work under the existing contract includes clearing and grubbing, removing existing pavement, excavating, benching existing slopes, constructing a 1,634-foot-long retaining wall and replacing pavement complete with drainage improvements. In order to complete the required work, numerous change Orders are required. A summary of all change Orders are as follows:

Ratification of Change Order No. 1:

This is a Value Engineering Change Proposal (VECP) to change the retaining wall system from soldier pile to block wall in accordance with Section 4-1.07B VECP of the 2010 Caltrans Standard Specifications. The total cost of this change order is a credit of (\$76,577.81).

Ratification of Change Order No. 2:

This change order is for the encroachment permit with the City of El Cajon, which is necessary to do the work. The total cost of this change order is \$3,470.00.

Ratification of Change Order No. 3:

This change order is for adding quality control materials testing to the contractor's scope of work. The total cost of this change order is \$71,936.00.

Ratification of Change Order No. 4:

This change order is for a storm drain that conflicted with the construction of the block wall at Sta. 799+20. In order to continue wall construction, the existing alignment was modified to clear the proposed block wall. In addition, it was also discovered that the existing pipe has begun to rust and corrode. The total cost of this change order is \$3,881.94.

Ratification of Change Order No. 5:

This change order is for a storm drain that conflicted with construction of the block wall at Sta. 793+16. In order to continue wall construction, the grade beam and block layout had to be redesigned around the storm drain profile by the contractor. The total cost of this change order is \$3,500.

Change Order No. 6:

This change order would authorize the adjustment of a newly installed cleanout in a pedestrian sidewalk near the Palm Ave grade crossing in order to comply with American Disabilities Act (ADA) requirements. Also, this change order would authorize the costs associated with a delay due to rusted storm drain pipe while constructing the cleanout. The total cost of this change order is \$12,345.65.

Change Order No. 7:

This change order would authorize the additional work required due to unsuitable soils below a concrete access road and the additional costs associated with increasing the strength of the concrete for the access road. The total cost of this change order shall not exceed \$90,204.00.

Change Order No. 8:

This change order would authorize the replacement of 220 Linear feet (LF) of an existing collapsed storm drain with a new storm drain and the necessary replacement of an existing timber tie retaining wall with a block retaining wall. The final negotiated price of this change order is still pending; however the total estimated cost of this change order shall not exceed \$159,898.60.

Change Order No. 9:

This change order would authorize the replacement of additional damaged asphalt concrete on the access road. The final negotiated price of this change order is still pending; however the total estimated cost of this change order shall not exceed \$1,441.09.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to: (1) Ratify Construction Change Orders 1 - 6 to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the CEO authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS's Orange Line; and (2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 – 9, with Hazard Construction Company for \$251,543.69

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Change Order No. 1-6
B. Draft MTS Doc. No. PWL246.0-18



CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR** Date: **3/21/19**
 To: **MTS** Contract Number: **PWL246.3-18**
 From (Contractor): **CONTRACTOR** CCO Number: **003**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of adding Quality Control Services.

A. Prime

_____ \$ _____ **Subtotal A:** _____

B. Subcontractor Cost of the Work

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
QC ALLOWANCE (NOT TO EXCEED) **\$ 65,397.00** **Subtotal B: \$ 65,397.00**

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit 10% \$ 6,539.00
 Overhead and Profit on Subcontractors \$ _____
 Bonds and Insurance \$ _____
Subtotal C: \$ 6,539.00

Total = (A + B + C) **Total: \$ 71,936.00**

Original Contract value:	\$ 3,273,038.50
Adjustment by Change Order No. 1-2	\$ (73,107.81)
Adjustment by this Change Order	\$ 71,936.00
New Contract Amount	Total: \$ 3,271,866.69

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by **XX** days

Original Completion Date:	XXXX
Adjustment by Change Order No. X through Change Order X (if applicable)	XXXX
Adjustment by this Change Order	XXXX
New Completion Date	XXXX

Milestones Affected: *Add Descriptions of any milestones affected as a result of a change in services, term, and/or price*

Contractor: **JASON A. MORDHORST, PRESIDENT** Date: **3/25/19**
 MTS Chief Executive Officer: _____ Date: **5/1/19**

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

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR** Date: **10/30/19**

To: **MTS** Contract Number: **PWL246.4-18**

From (Contractor): **HAZARD** CCO Number: **004**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of Corrugated pipe repair. Sta. 799+20.

A. Prime

Lump Sum Negotiated Price \$ 3,881.94

\$ 3,881.94 **Subtotal A: \$ 3,881.94**

B. Subcontractor Cost of the Work

[Redacted] \$ -

[Redacted] \$ -

[Redacted] \$ -

[Redacted] \$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit \$ -

Overhead and Profit on Subcontractors \$ -

Bonds and Insurance \$ -

Subtotal C: \$ -

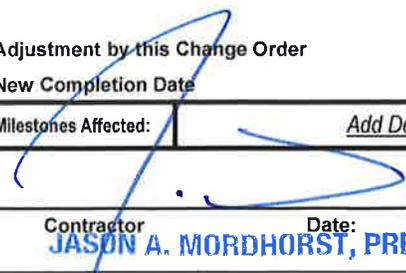
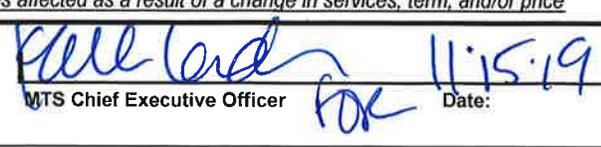
Total = (A + B + C) **Total: \$ 3,881.94**

Current Contract value:	\$ 3,271,866.69
Adjustment by this Change Order	\$ 3,881.94
New Contract Amount	Total: \$ 3,275,748.63

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by **4 calendar** days

Original Completion Date:	1/24/2019
Adjustment by this Change Order	XXXX
New Completion Date	4
	1/28/2019

Milestones Affected: *Add Descriptions of any milestones affected as a result of a change in services, term, and/or price*

 Contractor JASON A. MORDHORST, PRESIDENT	Date: 11/4/19	 MTS Chief Executive Officer	Date: 11.15.19
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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.



CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR**

Date: **12/31/19**

To: **MTS**
From (Contractor): **HAZARD**

Contract Number: **PWL246.5-18**
CCO Number: **005**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of payment of additional costs associated with grade beam design changes as depicted on the attached plan sheets Revised Grade Beam Drawings.

A. Prime

Lump Sum Negotiated Price \$ **3,500.00**

\$ **3,500.00** Subtotal A: \$ **3,500.00**

B. Subcontractor Cost of the Work

[Redacted] \$ -
\$ -
\$ -
\$ -

Subtotal B: \$ **-**

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit [] \$ -
Overhead and Profit on Subcontractors [] \$ -
Bonds and Insurance [] \$ -

Subtotal C: \$ **-**

Total = (A + B + C) Total: \$ **3,500.00**

Current Contract value:	\$ 3,276,748.63
Adjustment by this Change Order	\$ 3,500.00
New Contract Amount	Total: \$ 3,279,248.63

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by **7** calendar days

Original Completion Date:	1/24/2020
Previous adjustments	1/28/2020
Adjustment by this Change Order	7
New Completion Date	2/4/2020

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor: **JASON A. MORDHORST, PRESIDENT** Date: **12/31/19**
MTS Chief Executive Officer Date: _____

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

CONSTRUCTION CHANGE ORDER

Project Name:	HILL ST. SLOPE REPAIR	Date:	2/18/20
To:	MTS	Contract Number:	PWL246.5-18
From (Contractor):	HAZARD	CCO Number:	006

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for payment of lost shift, adjust cleanout and a zero cost time extension.

A. Prime

Lost Shift - LS. NEG.	\$	7,043.14	
Adjust Cleanout - LS. NEG.	\$	5,302.51	
		\$ 12,345.65	Subtotal A: \$ 12,345.65

B. Subcontractor Cost of the Work

	\$	-	
	\$	-	
	\$	-	
	\$	-	
		\$ -	Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit	\$	-	
Overhead and Profit on Subcontractors	\$	-	
Bonds and Insurance	\$	-	
		\$ -	Subtotal C: \$ -

Total = (A + B + C) **Total: \$ 12,345.65**

Current Contract value:	
Adjustment by this Change Order	\$ 12,345.65
New Contract Amount	\$ 12,345.65

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by **27 Calendar** days

Original Completion Date:	
Previous adjustments	
Adjustment by this Change Order	27
New Completion Date	3/2/2020

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor	Date:	MTS Chief Executive Officer	Date:
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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name:	HILL ST. SLOPE REPAIR	Date:	
To:	MTS	Contract Number:	PWL246.0-18
From (Contractor):	HAZARD	CCO Number:	007

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for unsuitable soil.

A. Prime

Lump Sum Price \$ 90,204.00

	\$ 90,204.00	Subtotal A: \$ 90,204.00
--	--------------	---------------------------------

B. Subcontractor Cost of the Work

	\$ -	
	\$ -	
	\$ -	
	\$ -	
		Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit	[]		\$ -	
Overhead and Profit on Subcontractors		[]	\$ -	
Bonds and Insurance	[]		\$ -	
				Subtotal C: \$ -

Total = (A + B + C) **Total: \$ 90,204.00**

Current Contract value:	
Adjustment by this Change Order	\$ 90,204.00
New Contract Amount	\$ 90,204.00

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by _____ days

Original Completion Date:	
Previous adjustments	
Adjustment by this Change Order	
New Completion Date	

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor	Date:	MTS Chief Executive Officer	Date:
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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name:	HILL ST. SLOPE REPAIR	Date:	
To:	MTS	Contract Number:	PWL246.0-18
From (Contractor):	HAZARD	CCO Number:	008

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for storm drain install.

A. Prime

Lump Sum Price \$ 159,898.60

	\$ 159,898.60	Subtotal A: \$ 159,898.60
--	---------------	----------------------------------

B. Subcontractor Cost of the Work

	\$ -	
	\$ -	
	\$ -	
	\$ -	
		Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit	[]		\$ -	
Overhead and Profit on Subcontractors	[]		\$ -	
Bonds and Insurance	[]		\$ -	
				Subtotal C: \$ -

Total = (A + B + C)	Total: \$ 159,898.60
----------------------------	-----------------------------

Current Contract value:	
Adjustment by this Change Order	\$ 159,898.60
New Contract Amount	\$ 159,898.60

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by _____ days

Original Completion Date:	
Previous adjustments	
Adjustment by this Change Order	
New Completion Date	

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor	Date:	MTS Chief Executive Officer	Date:

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

CONSTRUCTION CHANGE ORDER

Project Name:	HILL ST. SLOPE REPAIR	Date:	
To:	MTS	Contract Number:	PWL246.0-18
From (Contractor):	HAZARD	CCO Number:	009

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for asphalt work.

A. Prime

Lump Sum Price	\$	1,441.09	
		\$ 1,441.09	Subtotal A: \$ 1,441.09

B. Subcontractor Cost of the Work

	\$	-	
	\$	-	
	\$	-	
	\$	-	
			Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit	\$	-	
Overhead and Profit on Subcontractors	\$	-	
Bonds and Insurance	\$	-	
			Subtotal C: \$ -

Total = (A + B + C) Total: \$ 1,441.09

Current Contract value:		
Adjustment by this Change Order	\$	1,441.09
New Contract Amount	Total:	\$ 1,441.09

The Contract Time due to this Change Order will be: Increased Decreased Unchanged by _____ days

Original Completion Date:	
Previous adjustments	
Adjustment by this Change Order	
New Completion Date	

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor	Date:	MTS Chief Executive Officer
		Date:

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



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

**FIRE EXTINGUISHER MAINTENANCE AND AS-NEEDED REPAIRS - 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. PWG308.0-20 (in substantially the same format as Attachment A), to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01.

Budget Impact

The value of this agreement will not exceed \$184,758.01. The project will be funded through the respective fiscal years' maintenance operating budget accounts as follows:

	Budget Account	Total Budget Amount
San Diego Trolley, Inc. (SDTI)	380016/571250	\$38,052.21
San Diego Transit Corporation (SDTC)	311014/536600	\$114,647.06
Land Management (LM)	791010/571250	\$3,300.19
Bus Rapid Transit (BRT)	846012/571140	\$28,758.55
	Total Amount	\$184,758.01

DISCUSSION:

MTS collectively has approximately 1,600 rechargeable fire extinguishers ranging from 5 to 20 lbs., distributed at various locations including Bus Maintenance facilities, administrative and operating facilities, substations, and various stations within the service area that require testing, maintenance and as-needed replacement. This contract will provide full provision of labor, equipment, materials and supplies for a



comprehensive multi-period fire extinguisher maintenance and repair program, including monthly and annual testing, hydrostatic testing, and as-needed recharging, replacement and repair services.

The resulting effects of fire extinguisher maintenance and repair activities will be to ensure all equipment functions properly and is maintained in accordance with California State Fire Marshal (CSFM) and the National Fire Protection Association (NFPA) regulations. The existing contract for these services is due to expire.

On January 14, 2020, MTS issued an Invitation for Bids (IFB) for Fire Extinguisher Maintenance and As-Needed Repairs. MTS staff advertised on the San Diego Daily Transcript and posted the IFB on PlanetBids.

Three bids were submitted February 11, 2020 from the following firms:

Company Name	Bid Amount
Fire Service Corp.	\$184,758.01
Red Truck Fire & Safety Co.	\$189,932.31
HCI Services, Inc.	\$413,432.14

By a comparison to MTS's Independent Cost Estimate at \$230,761.90, MTS staff determined Fire Service Corp's bid to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO execute Doc. No. PWG308.0-20 (in substantially the same format as Attachment A), to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Standard Services Agreement MTS Doc. No. PWG308.0-20

DRAFT

STANDARD AGREEMENT

FOR

MTS DOC. NO. PWG308.0-20

FIRE EXTINGUISHER MAINTENANCE AND AS-NEEDED REPAIRS

THIS AGREEMENT is entered into this _____ day of _____, 2020 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: Fire Service Corp. Address: 25132 Tasman Rd.
Laguna Hills, CA 92653

Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email : Steve@theFireexpert.com

Telephone: 800.347.3911

Authorized person to sign contracts Stephen Miller Sales Manager
 Name Title

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification (Exhibit A), Contractor's Cost/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D), and Forms (Exhibit E)

The contract term is for up to (5) years effective April 1, 2020 through March 31, 2025.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$184,758.01 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	FIRE SERVICE CORP.
By: _____ Paul Jablonski, Chief Executive Officer Approved as to form: By: _____ Karen Landers, Office of General Counsel	By _____ Title: _____

EXHIBIT A SCOPE OF WORK/TECHNICAL SPECIFICATION

SCOPE OF WORK

MTS FIRE EXTINGUISHER SERVICES

2.1. INTRODUCTION

The San Diego Metropolitan Transit System (MTS), is seeking a qualified and licensed firm for testing and maintenance of rechargeable fire extinguishers and the purchase of new extinguishers as required at San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), Land Management (LM), and Bus Rapid Transit (BRT) locations provided herein. All MTS owned rechargeable fire extinguishers must be inspected, serviced, and repaired in accordance with California State Fire Marshal (CSFM) and the National Fire Protection Association (NFPA) regulations.

2.2. DURATION OF AGREEMENT

The base contract term shall be for a period five (5) years.

2.3. MINIMUM QUALIFICATIONS

1. Contractor must be licensed by the Office of the State Fire Marshall (OFSM).
2. Contractor must possess a Type A, or Type B,C,D license to service MTS fire extinguishers.
3. Bidders shall provide a minimum of three (3) references for which Bidder has performed similar work within the past five (5) years on the "Bidder's Financial Questionnaire Form" included in this solicitation.

2.4. EQUIPMENT LOCATIONS AND MTS CONTACTS

Locations of extinguishers are provided in the Bid Form (ATT1) attached separately in this solicitation. During the term of this agreement, MTS reserves the right to add or remove equipment locations.

<u>Program</u>	<u>Contact Information</u>
<u>SDTC</u>	Thomas Frantz Maintenance Manager KMD MTS Bus Operations 4630 Ruffner Street San Diego Ca. 92111 (619) 238-0100 X7301 Thomas.Frantz@sdmts.com
<u>SDTI</u>	Rolando Montes Superintendent of Facilities - Rail Division San Diego Trolley Inc. Office: 619-595-4927 Cell: 619-454-7207 Email: Rolando.Montes@sdmts.com
<u>LM</u>	Eli Belknap Manager of Capital Projects 1255 Imperial Ave., Ste. 1000 San Diego, CA 92101

	619.595.7039 elias.belknap@sdmts.com
<u>BRT</u>	J. Clarke Peters Supervisor of Passenger Facilities 100 16th St., San Diego, CA 92101 619.595.7037 clarke.peters@sdmts.com

2.5. REGULAR SERVICE HOURS

Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding holidays)

MTS Holidays (Subject to change during contract)

1. New Year's Day	6. Independence Day
2. Martin Luther King Day	7. Labor Day
3. President's Day	8. Veterans Day
4. Cesar Chavez Day	9. Thanksgiving Day
5. Memorial Day	10. Christmas Day

Contractor shall notify the appropriate MTS contact four (4) hours before coming on-site to perform any work.

2.6. GENERAL REQUIREMENTS

1. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments shall be allowed as a result of a reduction in the quantity.
2. Contractor shall provide all labor, supplies, parts, supervision, tools, equipment, transportation, and all effort necessary to perform extinguisher servicing.
3. Contractor shall perform only those services specified in the Scope of Work/Technical Specifications. All work performed must be accepted by MTS, SDTI, SDTC staff.
4. Contractor shall assign a trained technician(s) to provide any service. This technician(s) shall be trained in providing fire extinguisher maintenance, servicing, testing, and recharging.
5. A Service Tag conforming to CSFM regulations must be securely attached to each fire extinguisher at the time of service.

2.7. SCOPE OF SERVICES

Contractor shall perform fire extinguisher services in accordance with the locations provided in ATT1, service requirements and schedules listed herein. All equipment shall be serviced as directed by NFPA and CSFM regulations. The latest edition of regulations or, where applicable, the edition as adopted by the local authority having jurisdiction shall apply. Contractor shall furnish all repair and replacement parts at no additional cost; this includes, but is not limited to, lock pins, nozzles, valves, seals, o-rings, nitrogen cylinders, extinguishing agents, hoses, and adapters. Those parts furnished shall be matched to the manufacturer's published requirements. Routine maintenance inspections shall be made during normal business hours.

2.7.1 Scheduled Service of Portable Fire Extinguishers

2.7.1.1 Monthly Testing and Maintenance

Each rechargeable fire extinguisher shall be externally inspected, serviced, tested, and/or repaired in accordance with NFPA, CSFM, and Occupational Safety and Health Administration (OSHA) regulations.

2.7.1.2 Annual Testing and Maintenance

Each rechargeable fire extinguisher shall be externally inspected, serviced, tested, and/or repaired in accordance with NFPA, CSFM, and Occupational Safety and Health Administration (OSHA) regulations.

2.7.1.3 Bus and Trolley Fleet Services

MTS shall be responsible for the removal of the fire extinguisher on bus and trolley vehicles the night before. Contractor shall service the fire extinguisher the next morning until the entire fleet is done. These services shall be done from 8am to 5pm. Annual service must be completed on a weekend for the SDTC locations.

2.7.2 As Needed Services

2.7.2.1 Hydrostatic Testing

Hydrostatic-testing shall occur every five (5) years for extinguishers located on vehicles, and every six (6), or twelve (12) years for extinguishers not located on vehicles. Contractor shall have the ability to perform the hydrostatic -testing service to avoid delays of the extinguisher servicing.

2.7.2.2 As-Needed Recharging

Contractor shall respond within one (1) business day from MTS request for recharging. Recharging service shall include the following:

1. The extinguishing agent shall be completely discharged,
2. Valve assembly removed,
3. O-ring replaced or lubricated,
4. Threads and sealing surfaces cleaned,
5. Container emptied and filled with proper (free-flowing) agent, pressurized, sealed, and locked. Recharge date shall be marked on tag.

Testing shall be in accordance with ANSI/UL 77, SNSI/UL 299, and the latest revision of the NFPA 10.

A work order, inspection report, invoice, or other appropriate document shall be required.

2.7.3 Replacement of Fire Extinguishers

Contractor shall notify MTS when any unit needs total replacement. All replacement extinguishers shall be new and unused and approved by the CSFM. Contractor must indicate new extinguisher costs on the bid sheet. Per unit pricing shall include all costs including delivery and mounting brackets.

Any deliveries of new extinguishers shall be Freight On board (F.O.B.) to MTS, SDTI, SDTC.

2.7.4 As Needed Repair Services

As-needed repair services are defined as services required due to vandalism or intentional misuse by anyone other than Contractor's employees, agents, or subcontractors.

Such repairs shall be responded to within twenty-four (24) hours of notification by MTS, and shall be required to complete these services within three (3) business days. This includes, but is not limited to, picking up equipment requiring off-site service within forty-eight (48) hours. Equipment must be serviced and returned within three (3) business days of pick up.

- a. Contractor shall supply all labor materials necessary to provide as needed repair services on a Time and Materials basis.

2.7.4.1 General Requirements

- a. Contractor shall comply with all City, County, State, or Federal building laws, regulations, and code requirements in the performance of their work.
- b. Contractor shall be responsible for diagnosing the problem and making the necessary repairs.
- c. Contractor shall only perform work that is approved by MTS. Approval by the MTS Project Manager is required prior to any work being performed.
 - o Prior to performing any repair services, Contractor shall provide a quote for the services to be performed. The quote shall include at minimum the following information:
 - Estimated hour(s) and hourly rate
 - At cost part(s) amount
 - Part percentage mark up
 - Date the service is to be performed and completed
 - o Any work in excess of \$5,000 requires approval from MTS Procurement prior to commencement of services.
- d. Contractor shall perform and complete each work order in the agreed upon manner and time period.
- e. In the event of accidental site damage by the Contractor, Contractor shall be responsible to return the site to its original condition at no cost to MTS.
- f. Contractor shall remove all debris generated while making repairs, replacement, or installation and leave the work area clean, "broom swept" state.
- g. Unless otherwise stated, Contractor shall remove all equipment, materials, etc. as directed by MTS.

- h. Contractor is responsible for clarifying with the MTS Project Manager any questions regarding the work that is to be performed.

2.7.4.2 Hourly Rates:

- i. As-Needed Repair Services shall be billed at the labor rates as set forth in ATT1.
 - a. Single Man Crew - Straight Time Hourly Rate
 - b. Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate.
- ii. All estimated travel time to and from MTS property, and travel subsistence costs (i.e. mileage, fuel surcharge, etc.), projected to be utilized by the Contractor during the term of performance of any resultant Contract are to be absorbed, amortized, and incorporated into the Proposer's fully burdened unit per hour rates as set forth in the Cost Proposal Form.

2.8. REPLACEMENT PARTS

In the event that the Contractor need to purchase replacement parts (not covered in the scope of the contract), materials and supplies shall be reimbursed by MTS based on actual cost plus the percent provided in the bidder's proposal. The maximum mark-up allowed is 5 percent. No additional mark-ups will be allowed.

Contractor must attach supporting documentation that proves actual purchase price of parts with the invoice to show actual cost paid/final sale for parts or materials obtained from its suppliers.

2.9. LOANER EQUIPMENT

If, for whatever reason, loaner equipment is required, the Contractor shall leave a loaner of the same size and type. Loaner extinguishers supplied to the MTS, SDTI, and SDTC shall be at no charge. Should the MTS, SDTI, SDTC discharge the loaner, the cost of recharging shall be paid by MTS, SDTI, and SDTC.

2.10. TRAINING

Contractor shall provide annual training "if requested" by MTS for MTS employees on proper use of portable fire extinguishers. The cost of this training shall be included in the annual service charge for equipment.

2.11. LICENSE REQUIREMENTS

During the entire contract term, Contractor must possess a Type A class of license to service any or all types of fire extinguishers.

2.12. GUARANTEE

Upon notice from MTS, SDTI, SDTC the Contractor shall, at his/her own expense, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by MTS, SDTI, SDTC.

2.13. PRICING

Contractor's per unit pricing shall include all costs incidental to fire extinguisher service. This shall include, but shall not be limited to: labor, supplies, parts, supervision, tools, equipment, transportation, and all effort necessary to perform fire extinguisher servicing. Prices shall be firm and fixed during the term of the Agreement.

2.14. INVOICES

Invoices must be sent to the MTS Accounting Department, via email at ap@sdmts.com. All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Contractors must also indicate if any of the invoiced amount is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in Section 16 Prompt Progress Payments of the Standard Conditions.

2.15. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract, shall be delivered F.O.B. to MTS, 100 16th Street, San Diego, California 92101 or MTS, 4630 Ruffner Street, San Diego, California 92111 or SDTI, 1341 Commercial Street, San Diego, California 92113, unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

Contractor shall state delivery on the Bid Form unless already specified, in which case, shall be made within the time set forth. Delivery is part of the consideration and must be adhered to as specified.

Contractor will not be held liable for failure to make delivery because of strikes, construction of property, governmental regulations, acts of God or any other causes beyond his control, provided a written extension of time is obtained from MTS.

Upon delivery, MTS will acknowledge receipt of said items or products. Delivery shall not constitute acceptance. Upon inspection and testing (if necessary) by MTS, a determination will be made whether said items or products are in conformance with contract requirements. If found in conformance, MTS shall immediately approve the Contractor's invoice for payment; thereby constituting acceptance. Payment terms begin from this point. If the delivered items or products are found not in compliance, MTS will immediately notify the Contractor, and furnish all details of deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

Exhibit B

Contractor's Cost/Pricing Form

BID FORM - Fire Extinguisher Maintenance and As-Needed Repair Services

Att A, AI 12, 3/19/20

Instructions: In Table I, please enter the *unit price* for each location in the "Unit Price" column. To determine the Item Total for each location and year, please multiply the columns labeled "Estimated Quantity" by "Frequency" then by "Unit Price." For Table II, please enter the *mark up percentage* of as-needed repair in the column labeled "Unit Price." Please multiply the *Unit Price* by the corresponding estimated *Quantity* to determine the *Item Totals* for each Item for each year. Please sum Item Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the mark up percentage between 0 and 5 percent (rounding to the nearest hundredth) in the % *Mark Up* field for each year. Please multiply the mark up percentage by the *Annual Materials/Parts Allowance* (Item 1) for each respective year. The annual *As-Needed Materials/Parts* amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the *Subtotals* for Tables I, II & III.

Table I: FIRE EXTINGUISHER TESTING AND MAINTENANCE						Year One	Year Two	Year Three	Year Four	Year Five						
Group	Item	Location & Service	LBS	Estimated Quantity	Frequency	Unit Price	Item Total									
SDTI	1	Building A, 12 S. 13th Street, San Diego, CA 92113														
		Annual Testing & Maintenance	5	35	1	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	
	2	Building B, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0	
		Annual Testing & Maintenance	5	20	1	\$ 3.50	70	\$ 3.50	70	\$ 3.50	70	\$ 3.50	70	\$ 3.50	70	
		Annual Testing & Maintenance	10	8	1	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	
	3	Building C, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0	
		Annual Testing & Maintenance	5	40	1	\$ 3.50	140.00	\$ 3.50	140.00	\$ 3.50	140.00	\$ 3.50	140.00	\$ 3.50	140.00	
	4	Yard Tower, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0	
		Annual Testing & Maintenance	5	4	1	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	
	5	Paint Booth, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0	
		Annual Testing & Maintenance	10	14	1	\$ 3.50	49.00	\$ 3.50	49.00	\$ 3.50	49.00	\$ 3.50	49.00	\$ 3.50	49.00	
	6	Sub Stations					0		0		0		0		0	
		Annual Testing & Maintenance	10	60	1	\$ 3.50	210.00	\$ 3.50	210.00	\$ 3.50	210.00	\$ 3.50	210.00	\$ 3.50	210.00	
	7	Fashion Valley Station, 1205 Fashion Valley Rd., San Diego, CA 92108					0		0		0		0		0	
		Annual Testing & Maintenance	20	20	1	\$ 3.50	70.00	\$ 3.50	70.00	\$ 3.50	70.00	\$ 3.50	70.00	\$ 3.50	70.00	
	8	Qualcomm Stadium, 9449 Friars Rd., San Diego, CA 92108					0		0		0		0		0	
		Annual Testing & Maintenance	20	20	1	\$ 3.50	70.00	\$ 3.50	70.00	\$ 3.50	70.00	\$ 3.50	70.00	\$ 3.50	70.00	
	9	SDSU Station Platform, 5260 Campanille, San Diego, CA 92182					0		0		0		0		0	
		Annual Testing & Maintenance	5	12	1	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	
	10	SDSU Station Room, 5260 Campanille, San Diego, CA 92182					0		0		0		0		0	
		Annual Testing & Maintenance	5	6	1	\$ 3.50	21.00	\$ 3.50	21.00	\$ 3.50	21.00	\$ 3.50	21.00	\$ 3.50	21.00	
		Annual Testing & Maintenance	10	30	1	\$ 3.50	105.00	\$ 3.50	105.00	\$ 3.50	105.00	\$ 3.50	105.00	\$ 3.50	105.00	
		Annual Testing & Maintenance	20	6	1	\$ 3.50	21.00	\$ 3.50	21.00	\$ 3.50	21.00	\$ 3.50	21.00	\$ 3.50	21.00	
	11	LRV Non-Revenue Vehicles					0		0		0		0		0	
		Annual Testing & Maintenance	5	9	1	\$ 3.50	31.50	\$ 3.50	31.50	\$ 3.50	31.50	\$ 3.50	31.50	\$ 3.50	31.50	
	12	MOW Non-Revenue Vehicles					0		0		0		0		0	
		Annual Testing & Maintenance	5	12	1	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	
	13	Track Non-Revenue Vehicles					0		0		0		0		0	
		Annual Testing & Maintenance	5	12	1	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	
		Annual Testing & Maintenance	10	10	1	\$ 3.50	35.00	\$ 3.50	35.00	\$ 3.50	35.00	\$ 3.50	35.00	\$ 3.50	35.00	
Annual Testing & Maintenance		10	10	1	\$ 3.50	35.00	\$ 3.50	35.00	\$ 3.50	35.00	\$ 3.50	35.00	\$ 3.50	35.00		
14	Facilities Non Revenue Vehicles					0		0		0		0		0		
	Annual Testing & Maintenance	5	26	1	\$ 3.50	91.00	\$ 3.50	91.00	\$ 3.50	91.00	\$ 3.50	91.00	\$ 3.50	91.00		
15	Revenue Non-Revenue Vehicles					0		0		0		0		0		
	Annual Testing & Maintenance	5	14	1	\$ 3.50	49.00	\$ 3.50	49.00	\$ 3.50	49.00	\$ 3.50	49.00	\$ 3.50	49.00		
16	Transportation Non-Revenue Vehicles					0		0		0		0		0		
	Annual Testing & Maintenance	5	7	1	\$ 3.50	24.50	\$ 3.50	24.50	\$ 3.50	24.50	\$ 3.50	24.50	\$ 3.50	24.50		
17	SD100 Vehicles					0		0		0		0		0		
	Annual Testing & Maintenance	5	362	1	\$ 3.50	1,267.00	\$ 3.50	1,267.00	\$ 3.50	1,267.00	\$ 3.50	1,267.00	\$ 3.50	1,267.00		
18	Spare Units					0		0		0		0		0		
	Annual Testing & Maintenance	5	75	1	\$ 3.50	262.50	\$ 3.50	262.50	\$ 3.50	262.50	\$ 3.50	262.50	\$ 3.50	262.50		
	Annual Testing & Maintenance	10	35	1	\$ 3.50	122.50	\$ 3.50	122.50	\$ 3.50	122.50	\$ 3.50	122.50	\$ 3.50	122.50		
	Annual Testing & Maintenance	20	8	1	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00		
SDTC	19	Imperial Avenue Division (IAD) 100 16th St., San Diego, CA. 92101					0		0		0		0		0	
		Annual Testing and Maintenance	5	125	1	\$ 3.50	437.50	\$ 3.50	437.50	\$ 3.50	437.50	\$ 3.50	437.50	\$ 3.50	437.50	
		Annual Testing and Maintenance	20	85	1	\$ 3.50	297.50	\$ 3.50	297.50	\$ 3.50	297.50	\$ 3.50	297.50	\$ 3.50	297.50	
20	Kearny Mesa Division (KMD), 4630 Ruffner St., San Diego, CA. 92111					0		0		0		0		0		
	Annual Testing and Maintenance	5	220	1	\$ 3.50	770.00	\$ 3.50	770.00	\$ 3.50	770.00	\$ 3.50	770.00	\$ 3.50	770.00		
	Annual Testing and Maintenance	20	50	1	\$ 3.50	175.00	\$ 3.50	175.00	\$ 3.50	175.00	\$ 3.50	175.00	\$ 3.50	175.00		
LM	21	Taxicab Admin Building - 1501 National Ave., San Diego, CA 92113					0		0		0		0		0	
		Annual Testing and Maintenance	5	4	1	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	
22	Taxicab Garage 1601 Newton Ave., San Diego, CA 92113					0		0		0		0		0		
	Annual Testing and Maintenance	10	2	1	\$ 3.50	7.00	\$ 3.50	7.00	\$ 3.50	7.00	\$ 3.50	7.00	\$ 3.50	7.00		
BRT	23	Sabre Springs, 13538 Sabre Springs Pkwy., San Diego, CA 92128					0		0		0		0		0	
		Monthly Testing and Maintenance	10	22	12	\$ 3.50	924.00	\$ 3.50	924.00	\$ 3.50	924.00	\$ 3.50	924.00	\$ 3.50	924.00	
		Monthly Testing and Maintenance	15	1	12	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	\$ 3.50	42.00	
		Annual Testing and Maintenance	10	22	1	\$ 3.50	77.00	\$ 3.50	77.00	\$ 3.50	77.00	\$ 3.50	77.00	\$ 3.50	77.00	
		Annual Testing and Maintenance	15	1	1	\$ 3.50	3.50	\$ 3.50	3.50	\$ 3.50	3.50	\$ 3.50	3.50	\$ 3.50	3.50	

Table I Subtotals	\$ 5,957.00	\$ 5,957.00	\$ 5,957.00	\$ 5,957.00	\$ 5,957.00
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Att. A, AI 12, 3/19/20

Table II: AS-NEEDED SERVICES

Item	Description	LBS	Est. Qty/Annual No. of Hours	Year One		Year Two		Year Three		Year Four		Year Five	
				Unit Price	Item Total								
1	5 year Hydrostatic Testing	n/a	165	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50
2	6 year Hydrostatic Testing	n/a	49	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50
3	12 year Hydrostatic Testing	n/a	49	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50
4	Recharge Dry Chemical Fire Extinguisher	5	229	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50
5	Recharge Dry Chemical Fire Extinguisher	10	76	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00
6	Recharge Dry Chemical Fire Extinguisher	15	36	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00
7	Recharge Dry Chemical Fire Extinguisher	20	31	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00
8	Replace Dry Chemical Fire Extinguisher	5	104	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00
9	Replace Dry Chemical Fire Extinguisher	10	43	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00
10	Replace Dry Chemical Fire Extinguisher	15	2	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00
11	Replace Dry Chemical Fire Extinguisher	20	55	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00
12	Replace Halotron Fire Extinguisher	15	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
13	Single Man Crew - Straight Time Hourly Rate	n/a	46	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00
14	Single Man Crew - Outside of MTS Normal Business Hours Hourly Rate.	n/a	12	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00
Table II Subtotals:					\$ 23,104.00		\$ 23,104.00		\$ 23,104.00		\$ 23,104.00		\$ 23,104.00

Table III: AS-NEEDED REPLACEMENT PARTS

Item	Description	Year One		Year Two		Year Three		Year Four		Year Five	
		% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
1	Annual Materials/Parts Allowance	5%	\$ 6,800.00	5%	\$ 7,140.00	5%	\$ 7,497.00	5%	\$ 7,871.85	5%	\$ 8,265.44
2	Materials markup		\$ 340.00		\$ 357.00		\$ 374.85		\$ 393.59		\$ 413.27
Table III Subtotals:			\$ 7,140.00		\$ 7,497.00		\$ 7,871.85		\$ 8,265.44		\$ 8,678.71

Grand Total \$ 184,758.01

*Bidders must use these bid forms and provide the pricing for all the line items for the five (5) years. This will be the basis for award. Failure to do so may deem the bid nonresponsive

*Bidders are advised that the estimated quantities are approximations for bidding purposes only. MTS estimates this to be its usage but does not guarantee this quantity. The actual quantities may be more or less than estimated and will be dictated by MTS' actual needs.

*MTS is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the bid. Bidders accept responsibility for accuracy and presentation of the bid. If a discrepancy between the unit price and the extended/total exists, the unit price shall prevail.



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) PROGRAM OF
PROJECTS FOR FEDERAL FISCAL YEAR (FFY) 2020 FEDERAL TRANSIT
ADMINISTRATION (FTA) SECTION 5311 FUNDING

RECOMMENDATION:

That the Board of Directors approve Resolution No. 20-3 (Attachment A) authorizing the use of and application for \$323,826 of FFY 2020 Section 5311 funds for operating assistance.

Budget Impact

The 5311 program has a 44.67% non-federal match requirement. The San Diego Metropolitan Transit System (MTS) will be required to provide non-federal matching funds in the amount of \$261,437

DISCUSSION:

The FTA provides funding for capital and operating assistance to agencies providing rural transportation through the Section 5311 Non-Urbanized Area Formula Program. These funds do not come directly to the region but are apportioned to the states. In turn, Caltrans, on behalf of the State of California, reapporions the funds to the region based solely on the regional rural population as a share of the state total rural population. San Diego Association of Governments allocates the region's funds to both North County Transit District and MTS based on the relative rural population in each service area.



MTS's apportionment of FY 2020 5311 funds is \$323,826, of which all will be used for FY 2021 rural operations.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Board Resolution No. 20-3

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 20-3

Resolution Authorizing Federal Funding Under FTA Section 5311(49 U.S.C. Section 5311)
with the California Department of Transportation

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital and operating assistance projects for nonurbanized public transit services under Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the San Diego Metropolitan Transit System (MTS) desires to apply for said financial assistance to operate rural transit service and support capital improvements in San Diego County; and

WHEREAS, MTS has, to the maximum extent feasible, coordinated and consulted with other transportation providers and users in the region (including social service agencies);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that MTS does hereby authorize the Chief Executive Officer, or designated representative, to file and execute any actions necessary on behalf of MTS with the California Department of Transportation to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended;

1. The Chief Executive Officer is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
2. The Chief Executive Officer is to provide additional information as the Department may require in connection with the application for the Section 5311 projects.
3. The Chief Executive Officer is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED, by the Board of Directors this 19th day of March 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) PROGRAM OF
PROJECTS FOR FEDERAL FISCAL YEAR (FFY) 2020 FEDERAL TRANSIT
ADMINISTRATION (FTA) SECTION 5311(f) FUNDING

RECOMMENDATION:

That the Board of Directors approve Resolution No. 20-4 (Attachment A) authorizing the use of and application for \$300,000 of FTA Section 5311(f) funds for operating assistance in non-urbanized areas.

Budget Impact

If awarded, the San Diego Metropolitan Transit System (MTS) will receive federal FY 2020 5311(f) funds in the amount of \$300,000 for operating assistance. Based on the maximum 55.33% federal share of eligible expenditures, MTS will be required to provide non-federal matching funds in the amount of \$242,202, or 44.67% of the total project costs.

DISCUSSION:

Caltrans administers a statewide competitive grant program wherein transit agencies and non-profit organizations are eligible to apply for up to \$300,000 in financial assistance for operations serving areas outside of the federally defined urban boundary. Eligible projects can include existing operations, new services or service expansion. However, projects must be consistent with the state-adopted objectives and meet federal certifications and assurance guidelines. MTS already meets the federal guidelines as an eligible recipient of other federal funds.

Caltrans requires the submission of a resolution by agency Board of Directors authorizing the submission of a grant application and project programming. Staff has



also requested the San Diego Associations of Governments to certify that it will amend the Regional Transportation Improvement Program in the event of a grant award, as per Caltrans requirements.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Board Resolution No. 20-4

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 20-4

Resolution Authorizing Federal Funding Under FTA Section 5311(f)
with the California Department of Transportation

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital and operating assistance projects for nonurbanized public transit services under Section 5311(f) of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation has been designated by the Governor of the State of California to administer Section 5311(f) grants for transportation projects for the general public and for rural transit and intercity bus; and

WHEREAS, San Diego Metropolitan Transit System (MTS) desires to apply for said financial assistance to operate rural transit service in San Diego County; and

WHEREAS, MTS has, to the maximum extent feasible, coordinated and consulted with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that MTS does hereby authorize the Chief Executive Officer, or designated representative, to file and execute any actions necessary on behalf of MTS with the California Department of Transportation to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended;

1. The Chief Executive Officer is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
2. The Chief Executive Officer is to provide additional information as the Department may require in connection with the application for the Section 5311 projects.
3. The Chief Executive Officer is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED, by the Board of Directors this 19th day of March 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 20-4



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Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

FISCAL YEAR 2019-2020 LOW CARBON TRANSIT OPERATIONS PROGRAM
(LCTOP) FUNDING

RECOMMENDATION:

That the Board of Directors adopt Resolution No. 20-5 in order to:

- 1) agree to comply with all conditions and requirements set forth in the Certification and Assurances Document, and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects;
- 2) authorize the Chief Executive Officer (CEO), or designated representative, to execute all required documents of the LCTOP and any amendments thereto with the California Department of Transportation; and
- 3) authorize the use of, and application for \$225,193 in Fiscal Year 2019-2020 LCTOP funding for capital projects which reduce greenhouse gas emissions and approve mobility with a priority on serving disadvantaged communities;
- 4) authorize the carry-forward of \$6,003,201 in Fiscal Year 2019-2020 LCTOP funding for capital projects in FY 2021-2022 which reduce greenhouse gas emissions and approve mobility with a priority on serving disadvantaged communities; and
- 5) certify that at least 50% of the total LCTOP funds received will be spent on projects or services that will benefit Disadvantaged Communities (DAC) identified in Section 39711 of the Health and Safety Code.

Budget Impact

Resolution No. 20-5 would add \$225,193 to the existing Zero Emission Bus Pilot project (MTS CIP No. 10011055).



DISCUSSION:

The LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862 (SB 862). The LCTOP is a formula-based program which provides operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities.

As a condition of the LCTOP, the San Diego Metropolitan Transit System (MTS) must agree to comply with specific terms and conditions outlined in the LCTOP Certification and Assurances Form. In addition, the Board of Directors must authorize the CEO, or their designated representative, to execute all required documents of the LCTOP and amendments thereto with the California Department of Transportation. Upon approval by the MTS Board of Directors, MTS will use the FY 2019-20 LCTOP allocation of \$6,228,394 for the following purposes:

Project	2019-2020 LCTOP Amount
Zero Emission Bus Pilot Program	\$225,193
2019-2020 Carry-Forward for Future Projects	\$6,003,201
Total 2019-2020 Apportionment	\$6,228,394

The LCTOP requires that the Board Resolution state Disadvantaged Communities (DAC) requirements if the service area of the implementing agency includes any DACs as identified by the California Environmental Protection Agency (CalEPA). The MTS service area includes 37 DACs as identified by CalEPA. Hence, MTS is required to certify that at least 50% of the total LCTOP funds received will be spent on projects or services that benefit DACs identified in Section 39711 of the Health and Safety Code. MTS staff has conducted an analysis of the project areas and determined that both projects will provide direct and meaningful benefits to DACs in the MTS service area, indicating that one hundred percent of the allocated funds will provide benefits to DACs.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Board Resolution No. 20-5

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 20-5

Resolution Authorizing the Execution of the Certifications and Assurances and Authorized Agent Forms for the 2019-2020 Low Carbon Transit Operations Program (LCTOP) For the Zero Emission Bus Pilot Program (\$225,193), and Carry-Forward Funds from 2019-2020 for Future Projects.

WHEREAS, the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the California Department of Transportation as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the San Diego Metropolitan Transit System (MTS) wishes to delegate authorization to execute these documents and any amendments thereto to the Paul Jablonski, Chief Executive Officer, and designated representatives.

WHEREAS, the San Diego Metropolitan Transit System (MTS) wishes to complete the Zero Emission Bus Pilot Program, and allocate \$225,193 in 2019-2020 funds for the zero emission bus pilot.

WHEREAS, the San Diego Metropolitan Transit System (MTS) wishes to carry-forward the remaining \$6,003,201 in 2019-2020 LCTOP Funding to be used for future projects in 2021-2022.

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the San Diego Metropolitan Transit System Board of Directors that San Diego Metropolitan Transit System agrees to comply with all conditions and requirements set forth in the Certification and Assurances document, and applicable statutes, regulations, and guidelines for all Low Carbon Transit Operations (LCTOP) funded transit projects.

BE IT FURTHER RESOLVED by the San Diego Metropolitan Transit System Board of Directors that the Chief Executive Officer, or designated representative, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

BE IT FURTHER RESOLVED by the San Diego Metropolitan Transit System Board of Directors that the San Diego Metropolitan Transit System be authorized to apply for and use \$225,193 in FY 2019-2020 LCTOP funds, and carry-forward \$6,003,201 in 2019-2020 LCTOP funds to be used in future projects.

- Zero Emission Bus Pilot Program - \$225,193

BE IT FURTHER RESOLVED by the San Diego Metropolitan Transit System Board of Directors that the San Diego Metropolitan Transit System agrees to spend at least 50% of all LCTOP funds received on projects or services that benefit SB535 Disadvantaged Communities.

PASSED AND ADOPTED, by the Board of Directors this 19th day of March 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



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Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

MOUNT SAN MIGUEL ANTENNA SUBLEASE WITH IWG TOWERS ASSETS II, LLC

RECOMMENDATION:

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

- 1) Ratify the original agreement L1395.0-17, Addendum 9 (Attachment A);
- 2) Execute Addendum 10 (in substantially the same format as Attachment B), with IWG Towers Assets II, LLC for a 5 year base period (February 1, 2020 to June 31, 2025) plus 4 five year option periods, in the amount of \$39,601.80 for the initial year of the Addendum with subsequent increases to the base year of 5% per year totaling \$1,890,079.02 if all the options to extend the sublease are exercised; and
- 3) Exercise option periods at the discretion of the CEO.

Budget Impact

The total value of the sublease if all options are exercised (totaling 25 years) will be \$1,890,079.02 (see Attachment C). Funding will be from the San Diego Trolley Vehicle Operations Budget 270016 – 596100.

DISCUSSION:

San Diego Trolley, Inc. (SDTI) entered into an agreement with Price Troncone for Mount San Miguel Antenna Sublease in 1989 (Sublease). This agreement began while SDTI was its own entity and was therefore not prohibited from authorizing this agreement at the time. MTS now manages SDTI. In 2016, MTS updated its policy to require Lease



agreements over \$100,000 in value to get Board approval. SDTI had entered into the original Sublease and subsequent Addendums 1 through 9. Addendum 9 has expired and MTS desires to continue the use of the facilities through an additional Addendum to the Sublease No. 10.

SDTI currently operates three light rail vehicle lines throughout the City and the County of San Diego, which is currently approximately one hundred and ten (110) miles of track and will be expanding the system in the future. For this rail system to operate in a safe manner, radio communication systems are vital throughout the SDTI operating system. Also required are transmitter site locations for the radio system communications. These are key locations and provide all the broadcasting that is required for the system. Two of the site locations that are available for the radio communications needs are Mount San Miguel in the East County of San Diego and Point Loma in the City of San Diego. Geographically these are key locations available that can provide and meet SDTI's Radio Communication System requirements.

Antenna Site Sublease Addendum No. 10, with new owner IWG Towers Assets II, LLC and SDTI will extend the sublease term for an additional five (5) years with four (4) additional five (5) year options. The existing monthly sublease rental rate will begin at \$3,300.15, (\$39,601.80 per year) and continue each year with a yearly 5% increase over the previous year for the initial Addendum Sublease term and for each additional option year. If all options are exercised, the total cost of the Sublease will be \$1,890,079.02.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. MTS Doc. No. L1395.0-17, Addendum No. 9
B. Draft MTS Doc. No. L1395.1-17, Addendum No. 10
C. Lease Rates

ANTENNA SITE SUBLEASE ADDENDUM NO. 9

This Antenna Site Sublease Addendum No. 8 (the "Addendum No. 8"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Facility Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease was modified by the parties hereto on January 16, 1992 by "Addendum No. 1", on January 30, 1995 by "Addendum No. 2", on February 1, 1998 by "Addendum No. 3", on January 19, 2001 by "Addendum No. 4", on December 22, 2003 by "Addendum No. 5", on May 22, 2005 by "Addendum No. 6", on June 6, 2006 by "Addendum No. 7" and on February 12, 2010 by "Addendum No. 8".

C. Lessee now desires to extend the term of the Sublease for an additional five (5) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current term of the Sublease expired on January 31, 2015 and Lessee does not have an Option to extend the term beyond said date. Lessor hereby agrees to extend the term for an additional five (5) year period. The extended Sublease term shall expire on January 31, 2020 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease, Lessee is currently paying \$2,585.00 per month for its use and occupancy of the Premises and said Base Rent is to be adjusted every twelve (12) months during the term hereof. Lessor and Lessee agree, however, that the Base Rent shall not be adjusted for the second twelve (12) month period of the extended term. Therefore Lessee's monthly Base Rent during the remainder of its Sublease term shall be as follows:

- commencing February 1, 2015 = \$2,714.00
- commencing February 1, 2016 = \$2,714.00

- commencing February 1, 2017 = \$2,850.00
- commencing February 1, 2018 = \$2,993.00
- commencing February 1, 2019 = \$3,143.00

3. Affirmation. Except as modified by this Addendum No. 9, together with Addendums No. 1 through 8, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 9, effective as of April 24, 2015.

LESSOR:

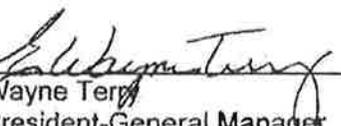
PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone
President

By: 
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Wayne Terry
President-General Manager

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ANTENNA SITE FACILITY SUBLEASE AGREEMENT

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ANTENNA SITE FACILITY SUBLEASE AGREEMENT

This Antenna Site Facility Sublease Agreement (the "Sublease") is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public benefit corporation (the "Lessee"), with reference to the following facts:

A. Lessor is the Tenant under the Ground Lease dated May 16, 1983, (the "Master Lease") entered into with Morgan S.-Rice (the "Owner") covering the real property and existing improvements thereon, consisting of various buildings and tower structures (collectively called the "Property"), situated in the County of San Diego, State of California, and more particularly described on Exhibit 1 attached hereto. Pursuant to the terms of the Master Lease, Lessor has full power and authority to enter into this Sublease.

B. On the terms and conditions hereafter set forth, Lessor desires to lease a portion of the Property (said portion hereafter called the "Premises") to Lessee and Lessee desires to lease the Premises from Lessor. Lessor has made no representations or promises with respect to the Premises or the land upon which it is located, except as herein expressly set forth and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth herein.

THE PARTIES AGREE AS FOLLOWS:

1. Premises Leased.

1.1 On the terms and conditions hereafter set forth, Lessor hereby leases the Premises to Lessee and Lessee

01/010489

leases the Premises from Lessor for the use hereinafter designated and for no other purpose. The Premises so leased shall be as follows: space and facilities located in Building No.2 in which to house Lessee's equipment, the number and type as hereinafter specified; appropriate space on tower structure No. 3 to support Lessee's antenna(s), as hereinafter specified together with Lessee's non-exclusive use of the airspace above the Property.

1.2 Lessor shall designate the location and space in said building wherein the equipment of Lessee is to be installed and Lessor will further specify the location and space upon the tower at which Lessee's antenna(s) are to be located.

1.3 The Premises is more fully outlined, described and attached hereto as Exhibit 2.

2. Term.

2.1 The term of this Lease shall be for a period of three (3) years, commencing February 1, 1989 and ending January 31, 1992.

2.2 Should Lessee hold over and continue in possession of the Premises after expiration of the term of this Sublease or any extension thereof, Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this Sublease.

3. Rent.

3.1 Base Rent. Pursuant to the rights granted and conditions contained in Paragraph 5 of this Sublease, Lessee shall pay to Lessor during the initial term of this Sublease a base rent (the "Base Rent") of ~~SIX HUNDRED THIRTY~~

FOUR HUNDRED SIXTY



\$460.00

(~~\$630.00~~) per month. All payments shall be paid by Lessee to Lessor monthly in advance, without notice or demand on the first day of each month, at such place in the United States of America as Lessor may from time to time designate in writing. Initially, the payments shall be made to Lessor at 450 B Street, Suite 1600, San Diego, California 92101. The extension of time for payment of any installment of rent shall not be a waiver of the rights of Lessor to insist on having all other payments of rent made in the manner and at the time herein specified.

3.2 Fixed Adjustments to Base Rent. Commencing February 1, 1990 and at each twelve (12) month time period thereafter (including any extension term) Base Rent shall be adjusted and set in the following manner: (a) At the end of each twelve (12) month time period the then prevailing Base Rent shall be multiplied by one hundred and eight percent (108%) and the resulting amount shall be the Base Rent for the next twelve month time period; provided that such amount shall be rounded off to the nearest dollar. For example, the Base Rent for the second twelve (12) month time period hereunder shall be ⁴⁹⁶~~\$600~~ per month (⁴⁶⁰~~\$630~~ x 1.08) and the Base Rent for the third twelve (12) month time period hereunder shall be ⁵³⁶~~\$734~~ per month (⁴⁹⁶~~\$600~~ x 1.08).

3.3 Late Charge and Interest on Unpaid Rent.

(a) Lessee acknowledges that the late payment by Lessee to Lessor of rent will cause Lessor to incur costs not contemplated by this Sublease, the exact amount of such cost being extremely difficult or impracticable to fix. Such costs include, without limitation, pro-

cessing and accounting charges, and late charges that may be imposed upon Lessor by the terms of the Master Lease and/or any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Lessee is not received by Lessor within ten (10) days of the due date, Lessee shall pay to Lessor an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that the foregoing late charges represent a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee.

(b) Rent not paid within ten (10) days from the date due shall bear interest from the date due until paid at the maximum then permitted to be charged by a non-exempt lender under California law, or at the rate of sixteen percent (16%) per annum if there is no such rate.

4. Taxes, Utilities and Operating Costs.

4.1 Real Property Taxes and Assessments.

Lessor shall pay all real property taxes and assessments levied or assessed against the Property during the term of this Sublease.

4.2 Taxes on Personal Property and Trade Fixtures. Lessee shall pay all taxes or assessments imposed on any personal property or trade fixtures belonging to Lessee situated on the Premises before they become delinquent. Should any trade fixtures installed on the Premises by Lessee be taxed as part of the real property and improvements comprising the Premises, Lessee shall reimburse Lessor for the amount of real property taxes and assessments levied on the Premises as a result of the trade fixtures based on the assessed value assigned to the trade fixtures by the taxing authority. Should the taxing authority make no independent assessment of the

value of the trade fixtures, the taxes shall be prorated in accordance with the difference in assessed value of the improvements on the Premises immediately before and immediately after installation of the trade fixture.

4.3 Utility and Related Charges.

(a) Excepting therefrom those operating expenses herein provided for, Lessee shall pay, and hold Lessor and the Property free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, other public utility services, and all other services supplied to the Premises for Lessee's sole use during the term of this Sublease.

(b) Lessee shall further pay for its pro-rata share of any of the above charges and services which are shared in common with Lessor's other tenants who occupy portions of the Property.

4.4 Operating Costs. Lessor shall pay for all utility charges and maintenance costs for the Premises' air-conditioning and/or mechanical ventilation systems together with any and all maintenance costs for the Property's common areas and associated access routes.

5. Use of Premises.

5.1 Permitted Uses.

(a) Lessor hereby grants to Lessee the right to use the Premises for the sole purpose of mobile duplex and simplex radio base station operations for the San Diego Trolley, Inc. and its related entities.

(b) Lessee shall further only use the Premises for the purpose of installing, operating, monitoring and maintaining its equipment and antenna(s) which are necessary for said permitted use.

5.2 Permitted Frequencies and Equipment.

(a) Lessor hereby grants to Lessee the right to use the Premises to receive and/or transmit the following radio frequency energy:

transmit frequency(s) 161.565 MHZ & 160.380 MHZ

receive frequency(s) None

(b) Prior to commencing operations Lessee shall have obtained the applicable F.C.C. permits and/or licenses for the above use and frequency(s). Lessee shall also provide Lessor with a copy of said approvals.

(c) Lessee's approved equipment and antennas(s) relating to the hereinabove stated use and frequencies are more fully described and attached hereto as Exhibit 3.

5.3 Compliance with Law, Etc.. Lessee shall comply with all laws and regulations of the federal, state, county and municipal authorities relating to the condition, occupancy and use of the Premises and all improvements situated thereon. Lessee shall not do or permit anything to be done in or about the Premises, or bring or keep anything thereon, which shall in any way affect fire or other insurance on the Property of which the Premises are a part, or which shall in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of the Premises, which is or may hereafter be enacted or promulgated by any public authority; nor commit, or suffer to be committed, any waste on the Premises; nor in any way obstruct or interfere with the rights of other

tenants of Lessor, or injure or annoy them; nor allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose.

5.4 Restriction on Use: Non-Interference With Use By Others. Lessee acknowledges that the Property is or will be utilized by other tenants or licensees for operation of communication equipment including, but not limited to, the transmitting/receiving of radio frequency energy, together with various other electromagnetic radiation devices. Lessee will not install, operate or use any equipment or conduct any operations which will interfere with, or which, in the opinion of a Professional Engineer selected by Lessor, might tend to interfere with, any other tenant or licensee using the Property. In the event Lessee's use of the Premises causes said interference, Lessee shall immediately eliminate such interference by taking any necessary measures, including reduction of power or termination of operation, if appropriate. In the event of such interference, Lessor may demand that Lessee provide certification from a Professional Engineer that any interim or restored operation by Lessee will not cause any electrical interference to the signal of any other properly installed and operated equipment which transmits/receives a signal from/to the Property. Lessee's failure to comply with this provision shall constitute a material breach of this Sublease by Lessee. Lessor shall thereafter have the right to invoke any remedy at law or equity, including the right of injunction or the immediate termination of this Sublease.

5.5 Non-Interference With Use of Premises By Lessee. Lessor agrees that it will not itself conduct nor permit any other person occupying the Property to conduct nor permit any other person occupying the Property to conduct any

operations or install any equipment which would interfere with the operation of equipment on the Premises which has been installed and is operated pursuant to the conditions of Paragraph 8 of this sublease. Upon written notice by Lessee of such interference, Lessor agrees to promptly cease such use itself and/or take such actions as are necessary to prevent such use by other occupants of the Property. However, Lessor shall not be liable to Lessee for any damages suffered by Lessee or its customers on account of the use of the Property by others, provided that Lessor diligently takes such actions (including the commencement of litigation) as are necessary to eliminate the interference specified in Lessee's written notice to Lessor.

5.6 Access to Premises and Property.

(a) Lessor hereby grants to Lessee a non-exclusive right of access to the Premises to the extent reasonably necessary to enable Lessee to operate, maintain and monitor its property and equipment. Lessor hereby further grants to Lessee a nonexclusive right to use the common areas of the Property for access to the Premises. Lessee's operation, maintenance and monitoring will require _____ person(s) at the Premises during approximately _____ hours per _____. Lessee shall submit in writing to Lessor the name or names of personnel of Lessee which Lessee requires for the above. No person other than Lessee's agents shall be authorized to enter upon the Premises without written approval first being given by Lessor. Duly qualified engineers or duly qualified mechanics, shall, in case of emergency, be permitted to enter upon the Premises to make emergency repairs to Lessee's equipment.

(b) Lessor or its agents shall have the right to inspect the Premises at all times, but this right shall be

exercised so as to cause no undue interference with Lessee's use of the Premises.

6. Condition of Premises; Maintenance and Repair.

6.1 Condition of Premises. Lessor makes no warranty or representation of any kind concerning the condition of the Premises or its fitness for the use intended by Lessee. Lessee has personally inspected the Premises (including the building, tower structure and other improvements), knows their condition or that they are in good condition and repair, finds them fit for its intended use, and accepts them "as is". Lessee has ascertained that the Premises can, under existing ordinances, and land use permits be used for the purposes and uses permitted by this Sublease.

6.2 Maintenance and Repair. Lessee agrees that it will, at its own expense, keep all and every part of the Premises, and all appurtenances and equipment in the same good state of repair as they now are or may later be put, and in a clean and wholesome condition, free from dirt and accumulation of waste, reasonable use thereof excepted. Except as expressly set forth in this Agreement, Lessor shall not be called upon or required to make any repairs, alterations, additions or improvements whatsoever in, to, or about the Premises or any part thereof, and Lessee shall save Lessor free and harmless from any liability on account of the requirement of any such repairs, alterations, additions or improvements. Lessee hereby waives the provisions of California Civil Code Sections 1941 and 1942, as well as any other provision of California law, now existing or hereafter enacted, which might otherwise require Lessor to maintain or repair the Premises in any respect. Lessor reserves the right for itself, its agent or representative, either alone or with workmen or others, to enter upon the

Premises, during reasonable business hours, to inspect the same and to make any repairs that it may consider necessary to the preservation of the Premises; but the making of any repairs by Lessor shall in no event be construed as a waiver of Lessor's right to require Lessee to keep the Premises in repair as hereinbefore provided. Lessee shall reimburse Lessor upon demand as additional rental hereunder, for the cost of any such repairs made by Lessor pursuant hereto which were the obligation of Lessee.

7. Alterations To Premises; Mechanics' Liens.

7.1 Alterations. No alterations, additions, or improvements of any character shall be made in or to the Premises by Lessee, without the prior written consent of Lessor. All alterations, additions or improvements made to the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises upon the termination of this Sublease, unless otherwise agreed by Lessor in writing. However, this shall not prevent Lessee from installing transmitting and receiving equipment and antenna(s) as specified in this Sublease, and the same may be removed at any time before the termination of this Sublease if the Premises shall not be damaged by such removal or Lessee repairs any such damage.

7.2 Mechanic's Liens.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part thereof any mechanics', materialmen's, contractors' or subcontractors' liens arising from or any claim for damage growing out of the work of any construction, repair, restoration, alterations, replacement or improvement, or any other claim or demand, howsoever the same may arise. Lessee shall pay or cause to be paid all of said liens, claims or demands before any action is

brought to enforce the same against the Premises. Lessee agrees to indemnify and hold Lessor and the Premises free and harmless from liability for any and all such liens, claims and demands, together with reasonable attorneys fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary hereinabove contained in this provision, if Lessee shall in good faith contest the validity of such lien, claim or demand then Lessee shall, at its expense, defend itself, the Premises and Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Lessor or the Premises, upon the condition that if Lessor shall request Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to one hundred fifty percent (150%) of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same, and holding the Premises free from the effect of such lien or claim.

(b) As a condition precedent to Lessee's making any of such alterations, additions or improvements permitted by this Sublease which might in any manner subject the interest of Lessor to claims of mechanics' liens, Lessee shall give written notice to Lessor not less than ten (10) days before commencement of the work of Lessee's intention to cause the same to be done. Lessor shall have the right to place and maintain such signs and notices on the Premises as may be necessary to protect it against loss from mechanic's liens or otherwise. Lessee shall keep the Premises and equipment free from any liens arising out of any work performed, material furnished or obligations incurred by Lessee, and shall upon Lessor's request post a lien and completion bond in an amount and with a surety approved by Lessor.

8. Lessee's Equipment.

8.1 Installation. Pursuant to Paragraph 1 of this Sublease, Lessee is granted the right to install equipment, antennas, cable trays, wiring and related accessories on the Premises for the uses permitted hereunder. Lessee shall apply for and obtain all necessary governmental approvals and permits required for such installations. Lessee hereby covenants to Lessor that any resultant and subsequent work for said installations shall be in accordance with all applicable governmental rules and regulations and that all work on said Premises shall be performed by qualified licensed contractors, workmen and professional technicians. Lessee further covenants that all installations permitted herein shall be structurally compatible with Lessor's subject building and tower. Lessee shall bear all costs associated with said installations, and shall comply with all provisions of Paragraph 7. (Alterations to Premises; Mechanics' Liens). All of Lessee's equipment shall be installed in such a manner so that the building and tower will not be damaged, and in no event shall attachment of the antenna(s) be made by any method involving the drilling of said tower nor shall the attachment be made with other than galvanized (or equal) materials.

8.2 Maintenance by Lessee. Lessee shall be solely responsible for the testing and inspection of the technical property and equipment located on the Premises and shall maintain such property in accordance with the rules and regulations of the Federal Communications Commission and other applicable governmental authorities. Lessor shall not be required to furnish any maintenance, service, parts or supplies for said property and equipment, it being understood and agreed that all costs of labor for maintenance, service

or repairs and all parts and supplies shall be borne entirely by Lessee. The operation of said equipment will at all times remain its sole responsibility and it shall at all times provide employees to carry out such operations.

8.3 Compliance with Law. All equipment, cables, wires, and every other appliance located on the Premises shall be erected and maintained in accordance with the regulations of the National Electrical Code, most current edition, and in compliance with any rule or order now in effect or that hereafter may be issued by the State Public Utilities Commission, the Federal Communications Commission, or any other governmental agency having jurisdiction over Lessee's operation.

8.4 Approval by Lessor. Prior to the installation of any equipment on the Premises which transmits/receives frequencies or which produces electromagnetic radiation, Lessee shall notify Lessor in writing of Lessee's intentions. The notice shall contain such technical information and data as may from time to time be required by Lessor regarding the above equipment, its function and purpose, type of installation and frequencies affected. Lessor shall have thirty (30) days after receipt of said data to analyze the information provided. If, in the sole opinion of Lessor, the proposed installation will interfere with the equipment or frequency environment of Lessor or Lessor's other tenants occupying the Property, then the following shall occur:

(a) Lessor shall, within forty-five (45) days from receipt of the above stated notice, render unto Lessee in writing Lessor's disapproval and the specific technical reasons for same. Failure to deliver notice of disapproval shall constitute approval of Lessor.

(b) In the event Lessor gives such disapproval, Lessee shall then be prohibited from proceeding with said equipment installation until such time as Lessee can revise or modify said equipment and can further prove to Lessor's satisfaction that the revised installation will in no way interfere with the other equipment and/or frequencies located on or adjacent to the Property.

(c) Notwithstanding the above, nothing contained herein shall relieve Lessee of the responsibilities, performance and liabilities required of Lessee in this Sublease.

8.5 Equipment Relocation. Lessor shall have the right from time to time during the term of this Sublease to designate a new location on the Property for Lessee's equipment and antenna(s). Lessor shall not exercise this right in a capricious manner nor shall Lessee be required to move if said new location would harmfully impair Lessee's ability to use the Premises pursuant to the rights grants in Paragraph 5 of this Sublease. Upon receipt of said written relocation notice, Lessee shall diligently pursue same and complete the relocation within sixty (60) days from the date of said notice.

8.6 Testing Period: Lessee's Right to Terminate.

(a) Lessor hereby grants to Lessee a sixty (60) day testing period (the "Testing Period") for the purpose of testing Lessee's equipment, frequency compatibility, and related radio transmission signal coverage. Said Testing Period shall begin upon the commencement of this Sublease as provided for in Paragraph 2.1, and expire sixty (60) days thereafter.

(b) If in Lessee's sole judgement, said Testing Period results in Lessee determining that conditions

exist which will prevent Lessee from continuing to use the Premises for the purposes and uses permitted by this Sublease, then Lessee shall have the right to terminate this Sublease and be relieved of all obligations and liabilities hereunder. Lessee shall exercise said termination rights by notifying Lessor in writing (the "Termination Notice") within three (3) working days from the expiration date of the Testing Period.

(c) If Lessee fails to deliver the Termination Notice as specified in Subparagraph (b) above, this Sublease shall remain in full force and effect and Lessee thereafter shall have no further right to terminate this Sublease pursuant to this provision.

9. Lessor's Nonliability; Indemnification By Lessee.

Lessor shall not be liable and Lessee shall defend, indemnify and hold harmless Lessor against all liability, claims of liability, attorney fees and other costs related thereto (however described), for damage or injury to persons or property on or about the Premises from any cause. Lessee waives all claims against Lessor for damage or injury to person or property arising, or asserted to have arisen, from any cause whatsoever.

10. Insurance.

10.1 Public Liability Insurance. Lessee is a

self-insured public benefit corporation. ~~Throughout the term~~ of this Sublease or any extension thereof, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the Premises, improvements, or adjoining areas or ways providing protection of at least One Million Dollars (\$1,000,000). ~~The policy shall include coverage for personal~~



~~injury, broad form property damage, premises operations, host liquor, products, completed operations and blanket contractual liability.~~

10.2 General Insurance Requirements

(a) All insurance required by the provisions of this Sublease shall be carried only with responsible insurance companies approved by Lessor and licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of Lessor that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against Lessor, its agents and representatives, (3) the policies are primary and noncontributing with any insurance that may be carried by Lessor, and (4) they cannot be cancelled or materially changed except after thirty (30) days notice by the insurer to Lessor.

(b) Lessee may provide by blanket insurance covering the Premises and any other location or locations any insurance required or permitted under this Sublease.

(c) Lessee shall deliver to Lessor, in the manner required for notices, copies or certificates of all insurance policies required by this Sublease, together with evidence satisfactory to Lessor of payment required for procurement and maintenance of the policies within the following time limits: (1) for insurance required at the commencement of this Sublease, within thirty (30) days from the execution date of this Sublease; and (2) for any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.

~~(b) If Lessee fails or refuses to procure or maintain insurance as required by this Sublease or fails or refuses to furnish Lessor with required proof that the insurance has been procured and is in force and paid for, Lessor shall have the right, at Lessor's election and on five (5) days written notice to Lessee, to procure and maintain such insurance. Premiums paid by Lessor shall be treated as additional rent due from Lessee to Lessor and shall bear interest at the maximum rate then permitted under California law (or sixteen percent (16%) per annum if there is so such rate) until paid by Lessee. Lessor shall give prompt notice of the payment of such premiums and interest shall run from the date of the written~~



11. Destruction and Reconstruction of Premises.

11.1 Partial Destruction. Should the Premises be partially destroyed by any cause not the fault of Lessee or any person in or about said Premises with the consent, express or implied, of Lessee, this Sublease shall continue in full force and effect and Lessor, at Lessor's own cost and expense, shall promptly commence the work of repairing and restoring said premises to their prior condition providing such work can be accomplished under all applicable governmental laws and regulations within sixty (60) working days at a cost not exceeding fifty percent (50%) of the total replacement cost of said Premises. However, should the partial destruction of the Premises occur within twenty-four (24) months of the expiration of the initial term of this Sublease, or any extension period so exercised by Lessee, then Lessor may at Lessor's option either:

- (a) Continue this Sublease in full force and effect by repairing and restoring as herein provided; or

(b) Terminate this Sublease by giving Lessee written notice of such termination.

11.2 Total Destruction. Should the Premises be so far destroyed by any cause not the fault of Lessee or any person in or about said Premises with the consent, express or implied, of Lessee that they cannot be repaired or restored to their former condition within sixty (60) working days or at a cost not exceeding fifty percent (50%) of the total replacement cost of said Premises, Lessor may at Lessor's option either:

(a) Continue this Sublease in full force and effect by repairing and restoring, at Lessor's own cost and expense, said Premises to their former condition; or,

(b) Terminate this Sublease by giving Lessee written notice of such termination.

11.3 Insurance Proceeds. Any insurance proceeds received by Lessor because of the total or partial destruction of the Premises shall be the sole property of Lessor, free from any claims of Lessee, and may be used by Lessor for whatever purpose Lessor may desire.

11.4 Abatement of Rent. Should Lessor elect under Paragraph 11.2 of this Sublease or be required under Paragraph 11.1 of this Sublease to repair and restore the Premises to their former condition following partial or full destruction thereof:

(a) Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restoration;

(b) Lessor shall have full right to enter said Premises and take possession of so much of the Premises, including the whole of the Premises, as may reasonably

necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration; and,

(c) The Base Rent payable by Lessee to Lessor pursuant to Paragraph 3 of this Sublease shall be abated to the extent and for the time Lessee is prevented from using the Premises.

12. Condemnation.

12.1 Total Condemnation. Should title and possession of all of the Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Sublease shall terminate as of 12:01 A.M. of the date actual physical possession of the Premises is taken by the agency or entity exercising the power of eminent domain (hereafter referred to as the "date of taking").

12.2 Termination Option for Partial Condemnation. Should title and possession of only a portion of the Premises be taken under the power of eminent domain by any public agency or entity, Lessee may, at Lessee's option, terminate this Sublease if more than thirty-five percent (35%) of the ground area or floor space or more than fifty-five percent (55%) in value of the Premises is taken under the power of eminent domain. Lessee shall exercise this option by giving written notice to Lessor within thirty (30) days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power. This Sublease shall terminate as of 12:01 A.M. of the date of taking.

12.3 Partial Condemnation Without Termination. Should Lessee fail to exercise the option to terminate described in Paragraph 12.2 above of this Sublease or should the portion of the Premises taken under the power of eminent

domain be insufficient to give rise to said option, then, in that event:

(a) This Sublease shall terminate as to the portion of the Premises taken by eminent domain as of the date of taking;

(b) The monthly rent specified in Paragraph 3 of this Sublease, shall be reduced by an amount that bears the same ratio to the monthly rent specified in Paragraph 3 of this Sublease as the square footage ground area or floor space of the portion of the Premises taken under the power of eminent domain bears to the total square footage ground area or floor space of the Premises as of the date of this Sublease; and,

(c) Lessor, at Lessor's own cost and expense, will remodel and reconstruct the remaining portion of the Premises not taken by eminent domain into a single efficient architectural unit as soon after the date of taking, or before, as can be reasonably done; provided, however, that the monthly rent specified in this Sublease shall no be abated or reduced, except as provided in subparagraph (b) above, during such remodeling and reconstruction.

12.4 Condemnation Award. The portion of the compensation or damages for the taking awarded to each of the parties to this Sublease, Lessor and Lessee, shall belong to and be the sole property of the party, Lessor or Lessee, to whom it is awarded. Lessee shall be entitled to that portion of the compensation or damages awarded for the eminent domain taking that represents (1) the reasonable value of Lessee's rights under this Sublease for the unexpired term of this Sublease, and (2) the cost or loss sustained by Lessee because of the removal of Lessee's merchandise, trade

fixtures, equipment, and furnishings from the portion of the Premises taken by eminent domain.

12.5 Arbitration of Condemnation Award. Should separate awards not be made to Lessor and Lessee for the taking by eminent domain of all or any portion of the Premises, and should Lessor and Lessee be unable to agree on the manner the total award is to be divided between them pursuant to Paragraph 12.4 of this Sublease, the proper division of the award between Lessor and Lessee shall be settled by arbitration conducted pursuant to the provisions of this Sublease.

13. Restriction on Assignment or Sublease. Lessee shall not assign or otherwise transfer this Sublease, any right or interest in this Sublease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises. Lessee shall not sublet the Premises or any part thereof nor allow or license any other person, other than Lessee's agents, servants and employees to occupy or use said Premises, its airspace, Lessee's radio frequency energy or any part thereof unless specifically provided for in this Sublease. Except as provided in Paragraph 14.2 (a) below, any assignment transfer or sublease, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Sublease.

14. Default By Lessee; Remedies of Lessor.

14.1 Default By Lessee. The occurrence of any of the following shall constitute an Event of Default by Lessee:

- (a) Failure to pay rent when due, if the failure continues for fifteen (15) days after notice has been given to Lessee.

(b) Abandonment and vacation of the Premises (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment and vacation).

(c) Failure to perform any other provision of this Sublease if the failure to perform is not cured within thirty (30) days after notice has been given to Lessee. If the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default of this Sublease if Lessee commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this Paragraph 14.1 shall specify the alleged default, the applicable Sublease provisions, and shall demand that Lessee perform the provisions of this Sublease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Sublease unless the Lessor so elects in the notice.

14.2 Remedies of Lessor. Lessor shall have the following remedies if Lessee commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or hereafter allowed under California law.

(a) Lessor may elect to continue this Sublease in full force and effect so long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to collect rent when due. During the period Lessee is in default, Lessor can enter upon and relet all or any portion of the Premises to third parties for Lessee's

account. Lessee shall be liable to Lessor for all costs Lessor incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Sublease. Lessee shall pay to Lessor the rent due under this Sublease on the dates the rent is due, less the rent Lessor receives from any reletting. No act by Lessor allowed by this Paragraph shall terminate this Sublease unless Lessor notifies Lessee that Lessor elects to terminate this Sublease. After Lessee's default and for as long as Lessor does not terminate Lessee's right to possession of the Premises, Lessee, with the written consent of Lessor, shall have the right to assign or sublet its interest in this Sublease, but Lessee shall not be released from liability as a result of such assignment or sublease. Lessor's consent to a proposed assignment or sublease shall not be unreasonably withheld.

(b) Lessor may elect to terminate Lessee's right to possession of the Premises at any time. No act by Lessor other than giving notice to Lessee shall terminate this Sublease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Sublease shall not constitute a termination of Lessee's right to possession. On termination, Lessor has the right to recover from Lessee: (1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Sublease; (2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Sublease until the time

of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; (3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; and (4) any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default. "The worth, at the time of the award," as used in subparagraphs (1) and (2) above, shall be computed by allowing interest at the maximum rate an individual is then permitted by law to charge. "The worth, at the time of the award," as used in subparagraph (3) above, shall be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

15. Lessor's Right to Perform Lessee's Obligations.

Lessor, at any time after Lessee fails to perform any monetary or other obligation imposed upon Lessee by this Sublease, shall have the right, but not the obligation, to pay such amount or perform such obligation at Lessee's expense. If Lessor at any time, by reason of such default by Lessee, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate then permitted to be charged by an individual under California law for sixteen percent (16%) per annum if there is no such rate) from the date the sum is paid by Lessor until Lessor is reimbursed by Lessee. Such sum(s) shall be considered additional rent due to Lessor.

16. Miscellaneous Provisions.

16.1 Subordination. This Sublease shall be secondary and subordinate to any encumbrance now of record affecting the Premises and shall automatically be secondary and subordinate to any encumbrance recorded after the date of this Sublease affecting the Premises, provided that Lessor shall first obtain from any subsequent encumbrancer a written agreement which provides substantially the following: "As long as Lessee performs its obligations under the Sublease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance shall affect Lessee's rights under the Sublease." Lessee shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed of trust given in lieu of foreclosure. Lessee shall execute such written documents as any encumbrancer shall request to accomplish or further document the subordination provided for in this Paragraph.

16.2 Estoppel Certificates. At any time and from time to time, within ten (10) days following written notice from Lessor, Lessee shall execute, acknowledge and deliver to Lessor a statement in writing certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect); the date to which the rent and other charges are paid in advance, if any; and acknowledging that there are not to Lessee's knowledge, any incurred defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that this Sublease is in full force and effect, without modification except as may be represented by Lessor; that there are no uncured defaults in Lessor's performance; and that not more than one month's rent has been paid in advance. Lessee shall in said statement agree to attorn to and recognize any purchaser or encumbrancer as Lessor, provided said purchaser or encumbrancer assumes in writing all of the obligations of Lessor under this Sublease.

16.3 Representations and Warranties by Lessor.

Lessor hereby represents and warrants to Lessee that (1) the Master Lease is in full force and effect and there are not defaults by Lessor thereunder; (2) Lessor has full power and authority to enter into this Sublease; (3) the use of the Premises by Lessee on the terms set forth in this Sublease is permitted by the Master Lease and will not constitute a default thereunder; and (4) in the event of a default by Lessor or any other occupant of the Property which results in termination of the Master Lease, this Sublease will remain in full force and effect; provided Lessee is not in default hereunder.

16.4 Arbitration. Arbitration may be required for matters for which arbitration is mentioned in this Sublease. For other matters, the party served with notice of arbitration may reject the notice by failing to respond to it, by giving notice of rejection, or by taking action inconsistent with arbitration. Arbitration is initiated and required by giving notice specifying the matter to be arbitrated. If an action is already pending on any matter concerning which the notice is given, the notice is ineffective unless given before the expiration of ten (10) days after service of process on the

person giving the notice. Unless otherwise agreed by the parties, any arbitration shall be conducted by the American Arbitration Association in San Diego, California in accordance with its rules and proceedings then in effect. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be conducted in conformity with and subject to provisions of the California Code of Civil Procedure relating to arbitration then in effect.

16.5 Notices. Any notice to be given to any person hereunder shall be personally delivered or deposited in the United States mail, duly registered or certified, return receipt requested, with postage thereon prepaid, and addressed to the party for which intended, at the following addresses or to such other address or addresses as the parties may hereafter designate in writing to each other:

If to Lessor:

PRICE, TRONCONE & ASSOCIATES, INC.
415 B Street, Suite 1600
San Diego, California 92101

If to Lessee:

SAN DIEGO TROLLEY INCORPORATED
1255 Imperial Avenue, Suite 900
San Diego, CA 92101

Service of any such written notice shall be deemed complete at the time of such delivery or three (3) days after the mailing thereof, as hereinabove provided.

16.6 Attorney Fees. If either party commences litigation or an arbitration proceeding to interpret, enforce, protect, or establish any right or remedy under this Sublease, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees incurred in connection with such proceeding.

16.7 Unavoidable Default or Delay. Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to any such prevention, delay, nonperformance or stoppage, except the obligations imposed by the Sublease for the payment of rent, taxes, insurance or obligations to pay money that are treated as rent. The causes referred to above are strikes, lockouts, labor disputes, failure of power, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Sublease), or other cause beyond the reasonable control of the party obligated to perform.

16.8 Waiver, Voluntary Acts. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel or otherwise. The subsequent acceptance of rent pursuant to this Sublease shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular rental payment so accepted, regardless of Lessee's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension or renewal of the Sublease or revocation of any notice or other act by Lessor.

16.9 Binding Effect. Except as otherwise herein provided, this Sublease and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto,

and their respective heirs, legal representatives, successors and assigns.

16.10 Consent of Lessor and Lessee. Wherever in this Sublease the Lessor or Lessee is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld.

16.11 Entire Agreement. This Sublease is and shall be considered to be the only agreement between the parties hereto and their respective agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representation is solely upon the representations and agreement contained in this document.

16.12 Headings and Terms.

(a) The Index of the Sublease and the captions of various Paragraphs of this Sublease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Sublease or of any part or parts of this Sublease.

(b) The neuter gender includes the feminine and masculine; the masculine includes the feminine and neuter; and the feminine includes the neuter, and each includes corporation, partnership or other legal entity when the context so requires.

(c) The singular number includes the plural whenever the context so requires and vice versa.

16.13 Applicable Law. This Sublease shall be construed and enforced in accordance with the laws of the State of California.

16.14 Authority to Execute. All individuals executing this Sublease on behalf of Lessor and Lessee, warrant and represent that they are duly authorized to execute this Sublease on behalf of Lessor or Lessee, as the case may be, and that the execution of this Sublease has been duly approved by Lessor or Lessee, as the case may be.

16.15 Further Acts. Each party agrees to execute such additional documents or take such further actions as may be reasonably requested by the other party to further effectuate the agreements contained in this Sublease.

DATED as of January 3, 1989.

LESSOR:

PRICE, TRONCONE &
ASSOCIATES, INC.

By: Richard A. Tronccone
RICHARD A. TRONCONE,
President

By: Ira T. Price
IRA T. PRICE,
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: Langley C. Powell
Langley C. Powell
President-General Manager

By: _____

03/LEASE5

ANTENNA SITE SUBLEASE ADDENDUM NO. 1

This Antenna Site Sublease Addendum No. 1 (the "Addendum") is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public benefit corporation, (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant respectively under the Antenna Site Sublease Agreement dated as of January 3, 1989 (the "Sublease") by and between the parties hereto.

B. Lessee further desires to extend the terms of the sublease for an additional three (3) year period.

C. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current Sublease term expires on January 31, 1992. Said term shall be extended for an additional three (3) year period. The extended Sublease term shall expire at 11:59 p.m. (PST) on January 31, 1995.

2. Affirmation. Except as modified by this Addendum, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 1 effective as of January 16, 1992.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone,
President

By: 
Ira T. Price,
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Langley C. Powell
President - General Manager

By: _____

ANTENNA SITE SUBLEASE ADDENDUM NO. 2

This Antenna Site Sublease Addendum No. 2 ("Addendum No. 2"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Sublease Agreement dated as of January 3, 1989 (the "Sublease").

B. The Sublease was further extended on January 16, 1992 by the parties hereto in Addendum No. 1.

C. Lessee now desires to extend the term of the Sublease for an additional three (3) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current Sublease term expires on January 31, 1995. Said term shall be extended for an additional three (3) year period. The extended Sublease term shall expire on January 31, 1998 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease Lessee is currently paying, for its' use and occupancy of the Premises, the monthly Base Rent of \$630. In accordance with Paragraph 3.2 of said Sublease the Base Rent is to be adjusted every twelve (12) months during the term hereof to reflect an eight percent (8%) annual increase. Therefore, Lessee's monthly Base Rent during this term extension shall be as follows:

- commencing February 1, 1995 = \$730
- commencing February 1, 1996 = \$788
- commencing February 1, 1997 = \$851

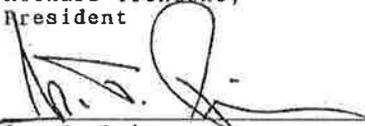
3. Affirmation. Except as modified by this Addendum No. 2, together with Addendum No.1, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 2 effective as of January 30, 1995.

LESSOR:

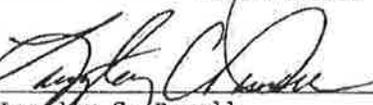
PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone,
President

By: 
Ira T. Price,
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Langley C. Powell
President/General Manager
February 8, 1995

By: _____

ANTENNA SITE SUBLEASE ADDENDUM NO. 3

This Antenna Site Sublease Addendum No. 3 (the "Addendum No. 3"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Sublease Agreement dated as of January 3, 1989 (the "Sublease").

B. The Sublease was further extended on January 16, 1992 by the parties hereto in Addendum No. 1 and on January 30, 1995 by Addendum No. 2.

C. Lessee now desires to extend the term of the Sublease for an additional three (3) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current Sublease term expired on January 31, 1998. Said term shall be extended for an additional three (3) year period. The extended Sublease term shall expire on January 31, 2001 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease Lessee is currently paying, for its' use and occupancy of the Premises, the monthly Base Rent of \$852. In accordance with Paragraph 3.2 of said Sublease the Base Rent is to be adjusted every twelve (12) months during the term hereof. Beginning on February 1, 1998 the annual increase is reduced from eight percent (8%) to five percent (5%). Therefore, Lessee's monthly Base Rent during this term extension shall be as follows:

- commencing February 1, 1998 = \$895
- commencing February 1, 1999 = \$940
- commencing February 1, 2000 = \$987

3. Affirmation. Except as modified by this Addendum No. 3, together with Addendum No. 1 and Addendum No. 2, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 3, effective as of February 1, 1998.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Tronccone,
President

By: 
Ira T. Price,
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Langley C. Powell
President-General Manager

March 19, 1998

ANTENNA SITE SUBLEASE ADDENDUM NO. 4

This Antenna Site Sublease Addendum No. 4 (the "Addendum No. 4"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Facility Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease was further extended by the parties hereto on January 16, 1992 by Addendum No. 1 (the "Addendum No. 1"), on January 30, 1995 by Addendum No. 2 (the "Addendum No. 2") and on February 1, 1998 by Addendum No. 3 (the "Addendum No. 3").

C. Lessee now desires to extend the term of the Sublease for an additional three (3) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current Sublease expires on January 31, 2001. Said term shall be extended for an additional three (3) year period. The extended Sublease term shall expire on January 31, 2004 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease, Lessee is currently paying \$987.00 per month for its' use and occupancy of the Premises and said Base Rent is to be adjusted every twelve (12) months during the term hereof. Therefore, Lessee's monthly Base Rent during this term extension shall be as follows:

- commencing February 1, 2001 = \$1,036.00
- commencing February 1, 2002 = \$1,088.00
- commencing February 1, 2003 = \$1,142.00

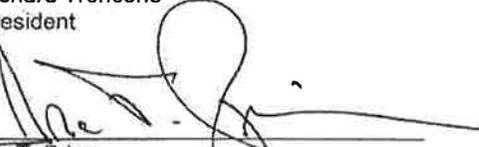
3. Affirmation. Except as modified by this Addendum No. 4, together with Addendum No. 1, Addendum No. 2 and Addendum No. 3, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 4, effective as of January 19, 2001.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone
President

By: 
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Langley C. Powell
President-General Manager

ANTENNA SITE SUBLEASE ADDENDUM NO. 5

This Antenna Site Sublease Addendum No. 5 (the "Addendum No. 5"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Facility Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease was further extended by the parties hereto on January 16, 1992 by Addendum No. 1 (the "Addendum No. 1"), on January 30, 1995 by Addendum No. 2 (the "Addendum No. 2"), on February 1, 1998 by Addendum No. 3 (the "Addendum No. 3") and on January 19, 2001.

C. Lessee now desires to extend the term of the Sublease for an additional three (3) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current Sublease expires on January 31, 2004. Said term shall be extended for an additional three (3) year period. The extended Sublease term shall expire on January 31, 2007 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease, Lessee is currently paying \$1,142.00 per month for its' use and occupancy of the Premises and said Base Rent is to be adjusted every twelve (12) months during the term hereof. Lessor and Lessee agree, however, that the Base Rent shall not be adjusted for the first twelve (12) month period of the extended term. Therefore, Lessee's monthly Base Rent during this term extension shall be as follows:

- commencing February 1, 2004 = \$1,142.00
- commencing February 1, 2005 = \$1,199.00
- commencing February 1, 2006 = \$1,259.00

3. Affirmation. Except as modified by this Addendum No. 5, together with Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 5, effective as of December 22, 2003.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone
President

By: 
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Peter Tereschuck
President-General Manager

ANTENNA SITE SUBLEASE ADDENDUM NO. 6

This Antenna Site Sublease Addendum No. 6 (the "Addendum No. 6") is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease term was further extended by the parties hereto on January 16, 1992 by "Addendum No. 1", on January 30, 1995 by "Addendum No. 2", on February 1, 1998 by "Addendum No. 3", on January 19, 2001 by "Addendum No. 4", and on December 22, 2003 by "Addendum No. 5".

C. Lessee now desires to install additional communications equipment to its Premises.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to Lessee's additional equipment installation.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Additional Equipment Installation. Lessor hereby grants Lessee the right to install one (1) Motorola MSR 2000 transmitter in Building No. 2 together with one (1) Decibel Products DB230 yagi antenna on Tower No. 3. Said equipment shall be used for Lessee's light rail system voice communications and shall operate on a frequency of 160.7100 MHZ (Tx).

2. Adjusted Base Rent. As of May 1, 2005 Lessee's current Base Rent is \$1,199 per month and said Base Rent is to be adjusted each February during the term hereof. The above additional equipment shall result in a monthly rental increase of \$350. Therefore, Lessee's monthly Base Rent during the remainder of its Sublease term shall be as follows:

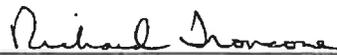
- commencing February 1, 2005 = \$1,199
- commencing July 1, 2005 = \$1,549
- commencing February 1, 2006 = \$1,626

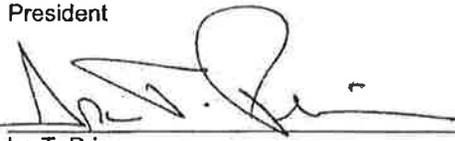
3. Affirmation. Except as modified by this Addendum No. 6, together with Addendum's No. 1 through No. 5, all other term and provisions of the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 6 effective as of May 22, 2005.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone,
President

By: 
Ira T. Price,
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Peter D. Tereschuck
President-General Manager

ANTENNA SITE SUBLEASE ADDENDUM NO. 7

This Antenna Site Sublease Addendum No. 7 (the "Addendum No. 7"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Facility Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease was modified by the parties hereto on January 16, 1992 by "Addendum No. 1", on January 30, 1995 by "Addendum No. 2", on February 1, 1998 by "Addendum No. 3", on January 19, 2001 by "Addendum No. 4", on December 22, 2003 by "Addendum No. 5" and on May 22, 2005 by "Addendum No. 6".

C. Lessee now desires to install additional communications equipment to its Premises.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the Lessee's additional equipment installation.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Additional Equipment Installation. Lessor hereby grants Lessee the right to install one (1) 30" x 22" x 19" cabinet, containing two (2) Motorola Spectra Tac and one (1) Motorola MSR 2000 receivers in Building No. 2 together with one (1) RFS Model BA 1012 unity gain antenna on Tower No. 3. Said equipment shall be used for Lessee's light rail system voice communications and shall operate on frequencies of 160.905 MHZ (Rx), 161.415 MHZ (Rx) and 160.755 MHZ (Rx).

2. Term Extension. The current term of the Sublease expires on January 31, 2007 and Lessee does not have an Option to extend the term beyond said date. In consideration for Lessee's desire to install the above equipment to its Premises, Lessor hereby agrees to extend the term for an additional three (3) year period. The extended Sublease term shall expire on January 31, 2010 @ 11:59 PM (PST).

3. Adjusted Base Rent. As of May 1, 2006 Lessee's current Base Rent is \$1,626.00 and said Base Rent is to be adjusted each February during the term hereof. The above additional equipment shall result in a monthly rental increase of \$400.00.

Therefore Lessees' monthly Base Rent during the remainder of its Sublease term shall be as follows:

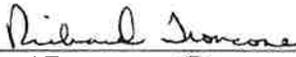
- commencing July 1, 2006 = \$2,026.00
- commencing February 1, 2008 = \$2,127.00
- commencing February 1, 2009 = \$2,233.00

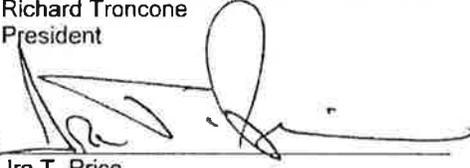
3. Affirmation. Except as modified by this Addendum No. 7, together with Addendums No. 1 through 6, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 7, effective as of June 6, 2006.

LESSOR:

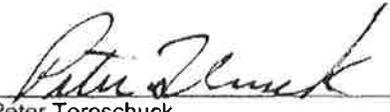
PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone
President

By: 
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Peter Tereschuck
President-General Manager

ANTENNA SITE SUBLEASE ADDENDUM NO. 8

This Antenna Site Sublease Addendum No. 8 (the "Addendum No. 8"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Facility Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease was modified by the parties hereto on January 16, 1992 by "Addendum No. 1", on January 30, 1995 by "Addendum No. 2", on February 1, 1998 by "Addendum No. 3", on January 19, 2001 by "Addendum No. 4", on December 22, 2003 by "Addendum No. 5", on May 22, 2005 by "Addendum No. 6" and on June 6, 2006 by "Addendum No. 7".

C. Lessee now desires to extend the term of the Sublease for an additional five (5) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current term of the Sublease expired on January 31, 2010 and Lessee does not have an Option to extend the term beyond said date. Lessor hereby agrees to extend the term for an additional five (5) year period. The extended Sublease term shall expire on January 31, 2015 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease, Lessee is currently paying \$2,345.00 per month for its' use and occupancy of the Premises and said Base Rent is to be adjusted every twelve (12) months during the term hereof. Lessor and Lessee agree, however, that the Base Rent shall not be adjusted for the second twelve (12) month period of the extended term. Therefore Lessees' monthly Base Rent during the remainder of its Sublease term shall be as follows:

- commencing February 1, 2010 = \$2,345.00
- commencing February 1, 2011 = \$2,345.00

- commencing February 1, 2012 = \$2,462.00
- commencing February 1, 2013 = \$2,585.00
- commencing February 1, 2014 = \$2,714.00

3. Affirmation. Except as modified by this Addendum No. 8, together with Addendums No. 1 through 7, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 8, effective as of February 12, 2010.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone
President

By: 
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Wayne Terry
President-General Manager

ANTENNA SITE SUBLEASE ADDENDUM NO. 9

This Antenna Site Sublease Addendum No. 8 (the "Addendum No. 8"), is entered into by and between PRICE, TRONCONE & ASSOCIATES, INC., a California corporation (the "Lessor") and SAN DIEGO TROLLEY INCORPORATED, a non-profit public corporation (the "Lessee") with reference to the following:

A. Lessor and Lessee are the current landlord and tenant, respectively, under that certain Antenna Site Facility Sublease Agreement, dated as of January 3, 1989 (the "Sublease").

B. The Sublease was modified by the parties hereto on January 16, 1992 by "Addendum No. 1", on January 30, 1995 by "Addendum No. 2", on February 1, 1998 by "Addendum No. 3", on January 19, 2001 by "Addendum No. 4", on December 22, 2003 by "Addendum No. 5", on May 22, 2005 by "Addendum No. 6", on June 6, 2006 by "Addendum No. 7" and on February 12, 2010 by "Addendum No. 8".

C. Lessee now desires to extend the term of the Sublease for an additional five (5) year period.

D. On the terms and conditions hereinafter set forth, Lessor hereby consents to the extension of the Sublease term.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Term Extension. The current term of the Sublease expired on January 31, 2015 and Lessee does not have an Option to extend the term beyond said date. Lessor hereby agrees to extend the term for an additional five (5) year period. The extended Sublease term shall expire on January 31, 2020 @ 11:59 PM (PST).

2. Adjusted Base Rent. Pursuant to Paragraph 3 of the Sublease, Lessee is currently paying \$2,585.00 per month for its use and occupancy of the Premises and said Base Rent is to be adjusted every twelve (12) months during the term hereof. Lessor and Lessee agree, however, that the Base Rent shall not be adjusted for the second twelve (12) month period of the extended term. Therefore Lessees' monthly Base Rent during the remainder of its Sublease term shall be as follows:

- commencing February 1, 2015 = \$2,714.00
- commencing February 1, 2016 = \$2,714.00

- commencing February 1, 2017 = \$2,850.00
- commencing February 1, 2018 = \$2,993.00
- commencing February 1, 2019 = \$3,143.00

3. Affirmation. Except as modified by this Addendum No. 9, together with Addendums No. 1 through 8, all other terms and provisions of the Sublease shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 9, effective as of April 24, 2015.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: Richard Troncone
Richard Troncone
President

By: Ira T. Price
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: OUT FOR SIGNATURE
Wayne Terry
President-General Manager

ANTENNA SITE SUBLEASE ADDENDUM NO. 9

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IN WITNESS THEREOF, the undersigned have executed this Antenna Site Sublease Addendum No. 9, effective as of April 24, 2015.

LESSOR:

PRICE, TRONCONE & ASSOCIATES, INC.

By: 
Richard Troncone
President

By: 
Ira T. Price
Secretary

LESSEE:

SAN DIEGO TROLLEY INCORPORATED

By: 
Wayne Terry
President-General Manager

LESSOR SITE: CA044 San Miguel
LESSEE: San Diego Trolley Incorporated
MTS Doc. No. L1395.1-17

ANTENNA SITE SUBLEASE ADDENDUM NO. 10

This Addendum No. 10 to Lease Agreement (“Addendum No. 10”) is made this ____ day of _____, 2020 (“Execution Date”) by and between **IWG Towers Assets II, LLC**, a Delaware limited liability company (“LESSOR”), and **San Diego Trolley Incorporated**, a California public agency (“LESSEE”).

WHEREAS, LESSOR as successor-in-interest to Price, Troncone & Associates, Inc. and LESSEE entered into a certain Antenna Site Sublease dated January 3, 1989, as amended on January 16, 1992, January 30, 1995, February 1, 1998, January 19, 2001, December 22, 2003, May 22, 2005, June 6, 2006, February 12, 2010, and April 24, 2015 (collectively, the “Agreement”), whereby LESSOR leases to LESSEE a portion of LESSOR’s telecommunications site located at Latitude 32° - 41’ - 52.7” N and Longitude 116° - 56’ - 06.2” W at 12197 Highway 94, Spring Valley, San Diego County, California (the “Site,” known to LESSOR as “CA044 San Miguel”); and

WHEREAS, LESSOR and LESSEE desire to amend the Agreement to modify the rent due thereunder; and

WHEREAS, LESSOR and LESSEE desire to amend the Agreement to extend the term of the Agreement.

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

1. Any capitalized term used herein, but not defined, shall have the meaning ascribed to such term in the Agreement.
2. Effective as of February 1, 2020 (the “Amendment Commencement Date”), the Base Rent payment shall be increased by One Hundred Fifty-Seven and 00/100 Dollars (\$157.00) per month, for a total of Three Thousand Three Hundred and 00/100 Dollars (\$3,300.15) per month, with the new Base Rent continuing to be subject to all yearly increases as provided for in the Agreement.
3. As of the Amendment Commencement Date, Exhibit 3 to the Agreement and all prior references to LESSEE’s equipment shall be deleted in their entirety and replaced with Exhibit A attached hereto and incorporated herein by reference.
4. Beginning on February 1, 2020 the term of the Agreement shall be extended for a period of five (5) years (the “Initial Extension Term”). The Agreement is further amended to provide for four (4) additional periods of five (5) years each, each a “Renewal Extension Term” with the first such Renewal Extension Term commencing February 1, 2025. The Renewal Extension Term(s) shall commence automatically without further action on the part of LESSOR or LESSEE; provided, however, that either party may terminate the Agreement at the expiration of the Initial Extension Term or at the expiration of any Renewal Extension Term(s) by giving LESSOR written notice of not less than one hundred eighty (180) days prior to the expiration of the then current term.
5. Section 16.5 of the Agreement shall be modified to state all notices shall be provided to LESSOR at the following addresses:

IF to LESSOR:
IWG Towers Assets II, LLC
ATTN: Legal Department
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314
(703) 535-3009
(703) 535-3051 FAX

6. Effective as of the February 1, 2021 and each annual anniversary thereafter, the then current Base Rent payable by LESSEE to LESSOR shall be increased by five percent (5%) over the Base Rent payable by LESSEE for the preceding twelve (12) month period.

7. As of the Execution Date, LESSEE shall submit any monthly Base Rent due to the following updated payment address:

IWG Towers Assets II, LLC
Re: CA044 San Diego Trolley
P.O. Box 759178
Baltimore, MD 21275-9178

8. Each of the parties executing this Addendum No. 10 hereby covenants and warrants that such party has full power and authority to enter into this Addendum No. 10 and that each of the persons signing on behalf of LESSOR and LESSEE is duly authorized to do so.

9. This Addendum No. 10 may be executed in duplicate counterparts, each of which shall be deemed an original.

10. The parties agree that, except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of the Agreement and the terms of this Addendum No. 10, the terms of this Addendum No. 10 shall control.

IN WITNESS WHEREOF, the undersigned have executed this Addendum No. 10 as of the date first written above.

LESSOR: IWG Towers Assets II, LLC

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: San Diego Trolley Incorporated

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LESSEE's Equipment
Site Name and Number: CA044 San Miguel

LESSEE: San Diego Trolley Incorporated

Bldg. 2 - Tower 3

The mounting method and exact location of the space and equipment listed herein shall be subject to LESSOR's approval.

SYSTEM REQUIREMENTS						
POWER provided by:	Licensor			TELCO provided by:	T1	
Power Requirements:	Amps: 15	Vols: 110 VAC	No. of Outlets:	1		
SPACE REQUIREMENTS & RADIO INVENTORY						
Type of Space Required:	Ground: Yes	Floor: Yes	Total Square Feet:	6 sq ft		
Dimensions of Equipment Floor/Ground Space:	32" x 21"		Equipment Height:	80"		
Dimensions of Generator Ground Space:	N/A		Dimensions of Fuel Tank Ground Space:	N/A		
No. of Transmitters (Tx):	3	Transmitter Make/Model:	Motorola MTR2000/ T5786A		Transmitter Power Output:	75
No. of Receivers (Rx):	3	Receiver Make/Model:	Motorola MTR2000/ T5786A		Transmitter ERP:	254
Cabinet also contains:	Receiver Multicoupler, Transmitter Combiner, UPS, Batteries and Channel Bank					
EQUIPMENT LOADING DESCRIPTION (FINAL CONFIGURATION)						
	Sector 1	Sector 2	Sector 3	Sector 4	DISH(ES)	OTHER
Antenna Type (1):	Dipole	N/A	N/A	N/A	N/A	N/A
# of Antennas (1)/ Sector:	One (1)	None	None	None	None	None
Tx, Rx or Both:	Transmit	N/A	N/A	N/A	N/A	N/A
Antenna Manufacturer (1):	Telewave	N/A	N/A	N/A	N/A	N/A
Antenna Model (1):	ANT150D3- 2DT	N/A	N/A	N/A	N/A	N/A
Antenna Dimensions (1):	89" x 36"	N/A	N/A	N/A	N/A	N/A
Antenna Weight (1):	13 lbs.	N/A	N/A	N/A	N/A	N/A
Antenna RAD Ctr / Azimuth (1):	100 ft	N/A	N/A	N/A	N/A	N/A
Antenna Type (2):	Dipole	N/A	N/A	N/A	N/A	N/A
# of Antennas (2)/ Sector:	One (1)	None	None	None	None	None
Tx, Rx or Both:	Receive	N/A	N/A	N/A	N/A	N/A
Antenna Manufacturer (2):	Sinclair	N/A	N/A	N/A	N/A	N/A
Antenna Model (2):	SD210- SF2 PA SNM	N/A	N/A	N/A	N/A	N/A
Antenna Dimensions (2):	60" x 23"	N/A	N/A	N/A	N/A	N/A
Antenna Weight (2):	8.3 lbs	N/A	N/A	N/A	N/A	N/A
Antenna RAD Ctr / Azimuth (2):	70 ft	N/A	N/A	N/A	N/A	N/A
# of RRU/RRHs/ Sector (1):	None	None	None	None		
# of TMAs/ Sector (1):	None	None	None	None		
# of Diplexers/ Sector:	None	None	None	None		
# of Surge Suppressors/Scr:	None	None	None	None		
Transmit Frequencies:	160.380; 160.710; 161.565 MHz				N/A	N/A
Receive Frequencies:	160.905; 161.415; 160.755 MHz				N/A	N/A
# of Lines:	Two (2)	None	None	None	None	None
Line Size:	7/8"	N/A	N/A	N/A	N/A	N/A
Mount Type:	Pipe Mount	N/A	N/A	N/A	N/A	N/A
Mount Size:	Other	N/A	N/A	N/A	N/A	N/A

NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF LESSEE'S EQUIPMENT LISTED ABOVE IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED ABOVE IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LESSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.

NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.

	Term Ends	Monthly Rent	Annual Rent
Base - YR 1	1/31/2021	\$ 3,300.15	\$ 39,601.80
Base - YR 2	1/31/2022	\$ 3,465.16	\$ 41,581.89
Base - YR 3	1/31/2023	\$ 3,638.42	\$ 43,660.98
Base - YR 4	1/31/2024	\$ 3,820.34	\$ 45,844.03
Base - YR 5	1/31/2025	\$ 4,011.35	\$ 48,136.24
Option 1 - YR 1	1/31/2026	\$ 4,211.92	\$ 50,543.05
Option 1 - YR 2	1/31/2027	\$ 4,422.52	\$ 53,070.20
Option 1 - YR 3	1/31/2028	\$ 4,643.64	\$ 55,723.71
Option 1 - YR 4	1/31/2029	\$ 4,875.82	\$ 58,509.89
Option 1 - YR 5	1/31/2030	\$ 5,119.62	\$ 61,435.39
Option 2 - YR 1	1/31/2031	\$ 5,375.60	\$ 64,507.16
Option 2 - YR 2	1/31/2032	\$ 5,644.38	\$ 67,732.52
Option 2 - YR 3	1/31/2033	\$ 5,926.60	\$ 71,119.14
Option 2 - YR 4	1/31/2034	\$ 6,222.93	\$ 74,675.10
Option 2 - YR 5	1/31/2035	\$ 6,534.07	\$ 78,408.86
Option 3 - YR 1	1/31/2036	\$ 6,860.77	\$ 82,329.30
Option 3 - YR 2	1/31/2037	\$ 7,203.81	\$ 86,445.76
Option 3 - YR 3	1/31/2038	\$ 7,564.00	\$ 90,768.05
Option 3 - YR 4	1/31/2039	\$ 7,942.20	\$ 95,306.45
Option 3 - YR 5	1/31/2040	\$ 8,339.31	\$ 100,071.78
Option 4 - YR 1	1/31/2041	\$ 8,756.28	\$ 105,075.37
Option 4 - YR 2	1/31/2042	\$ 9,194.09	\$ 110,329.13
Option 4 - YR 3	1/31/2043	\$ 9,653.80	\$ 115,845.59
Option 4 - YR 4	1/31/2044	\$ 10,136.49	\$ 121,637.87
Option 4 - YR 5	1/31/2045	\$ 10,643.31	\$ 127,719.76
		TOTAL VALUE	\$ 1,890,079.02



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

REVISED

Agenda Item No. 61

Chief Executive Officer's Report

March 19, 2020

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period February 1, 2020 through March 6, 2020.

*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

CEO Travel Report (since last Board meeting)

~~March 10 — 11: Meeting with Golden Empire Transit District in Bakersfield, CA~~

~~March 13 — 18: APTA Legislative Conference in Washington, DC~~

~~N/A~~

Board Member Travel Report (since last Board meeting)

~~Ronn Hall~~

~~March 14 — 18: APTA Legislative Conference in Washington, DC~~

~~N/A~~



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
PWG269.0-19269-02.2	HERZOG CONTRACTING	SUPPLEMENTAL ASPHALT PAVING & VARIOUS OTHER WORK	\$2,268.78	2/3/2020
PWG269.0-19269-02.1	HERZOG CONTRACTING	REMOVAL & REPLACEMENT OF ADDITIONAL 115# RAIL AND ADDITIONAL	\$4,568.41	2/3/2020
G1779.2-15	MODIE	TIME EXTENSION ONLY	\$0.00	2/3/2020
PWG238.0-177504-04.3	SELECT ELECTRIC	TROUBLESHOOTING AT 12TH IMPERIAL	\$3,507.56	2/5/2020
PWG269.0-19269-04	HERZOG CONTRACTING	EMERGENCY CLEANUP 70TH STREET STATION	\$15,945.43	2/5/2020
G1958.0-17AE-26.02	KIMLEY-HORN AND ASSOCIATES	NO COST TIME EXTENSION	\$0.00	2/7/2020
PWL235.0-177506-06.1	HMS CONSTRUCTION	NO COST TIME EXTENSION	\$0.00	2/7/2020
PWG274.0-19274-06	PUB CONSTRUCTION	FALL PROTECTION SYSTEM AT RAM BLDG	\$88,160.55	2/12/2020
G1951.0-171951-AE-52	MOTT MCDONALD	ENG SRVS FOR MONITORING WELL INSTALLATION AT IAD	\$76,666.24	2/13/2020
G1944.1-17	KAISER PERMANENTE	ADDING TB TESTING	\$0.00	2/18/2020
G1784.2-15	APPLEONE EMPLOYMENT	TIME EXTENSION ONLY	\$0.00	2/18/2020
G1698.3-14	VERIZON WIRELESS	6 MONTH EXTENSION	\$18,645.60	2/18/2020
G1950.3-17	KIMLEY-HORN	ADDS REVISED NEGOTIATED INDIRECT RATES	\$0.00	2/20/2020
B0685.3-18	LUMINATOR TECHNOLOGY GRP	NAME CHANGE FROM APOLLO	\$0.00	2/20/2020
G2075.4-18	DOKKEN ENGINEERING	ADDS REVISED NEGOTIATED INDIRECT RATES	\$0.00	2/20/2020
G1949.0-17AE-19.03	JACOBS ENGINEERING	NO COST TIME EXTENSION	\$0.00	2/22/2020
B0645.3-16	LUMINARTOR TECHNOLOGY GRP	NAME CHANGE	\$0.00	2/25/2020
G2364.0-20	SRECTRADE INC	PURCHASE OF RENEWABLE ENERGY CERTIFICATES	\$23,745.00	2/25/2020
G1946.4-17	GLOBAL SIGNALS	ADDS REVISED NEGOTIATED INDIRECT RATES	\$0.00	2/26/2020
G1953.3-17	PACIFIC RAILWAYS ENTERPRISES	ADDS REVISED NEGOTIATED INDIRECT RATES	\$0.00	2/26/2020
G1947.3-17	HDR ENGINEERING	ADDS REVISED NEGOTIATED INDIRECT RATES	\$0.00	2/28/2020
PWL246.5-16	HAZARD CONSTRUCTION	CCO5 & CCO6	\$15,845.65	2/28/2020
G1946.0-17AE-40.01	GLOBAL SIGNALS GROUP	NO TIME COST EXTENSION	\$0.00	3/2/2020
G1946.0-17AE-55	GLOBAL SIGNALS GROUP	DESIGN SUPPORT DURING CONSTRUCTION SERVICES	\$20,756.91	3/2/2020
G2008.3-17	CRAYON SOFTWARE EXPERTS	ADDITIONAL BUDGET FOR THE AZURE COMMITMENT OVERAGES	\$24,000.00	3/4/2020

EXPENSE CONTRACTS

Doc #	Organization	Subject	Amount	Day
G2053.1-18.20	CIVILIAN	ELEVATE SD 2020 EDUCATION CREATIVE DEVELOPMENT	\$56,550.00	3/4/2020
G1951.3-17	MOTT MCDONALD	ADD REVISED NEGOTIATED INDIRECT RATES	\$0.00	3/5/2020
L1246.4-15	DAY WIRELESS	AS-NEEDED BASIS FOR XTL5000 AND XTS1500 RADIOS	\$7,900.00	3/6/2020
G2017.0-17CM004.1	CH2M HILL	ADDITIONAL COSTS FOR OVERTIME RATES	\$23,192.36	3/6/2020
PWG274.0-19274-02.01	PUB CONSTRUCTION	ADDITIONAL CONSTRUCTION SERVICES BLDG A MOW	\$1,312.35	3/6/2020

REVENUE CONTRACTS & MOUs

Doc #	Organization	Subject	Amount	Day
S200-20-728	SWINERTON BUILDERS	ROE - RV RESORT E STREET	\$3,374.58	2/5/2020
G2295.1-19	NATIONAL COMMUNITY RENAISSANCE	PALM AVE TOD PROJECT - EXTENSION OF TERM	\$0.00	2/5/2020
G2285.0-19	AMCAL VILLA ENCANTADA FUND	VILLA ENCANTADA CERTIFICATE OF COMPLIANCE	\$0.00	2/7/2020
L1527.0-20	SAN DIEGO HALF MARATHON	ROE - SAN DIEGO HALF MARATHON	\$750.00	2/7/2020
G2353.0-20	MEDIA ARTS CENTER OF SAN DIEGO	PARTNERSHIP BETWEEN MTS & MEDIA ARTS CENTER OF SAN DIEGO	\$0.00	2/10/2020
G1820.1-15	FAMILY HEALTH CENTERS OF SAN DIEGO	MTS COMPASS CARD EMPLOYMENT/SCHOOL PROGRAM	\$0.00	2/11/2020
G2350.0-20	MCFARLANE PROMOTIONS	ANNUAL PARTNERSHIP WITH MCFARLANE PROMOTIONS	\$0.00	2/19/2020
G2360.0-20	SD COUNTY SUPERINTENDENT OF SCHOOLS	MTS COMPASS CARD	\$0.00	2/22/2020
L1532.0-20	BLUE PACIFIC ENGINEERING & CONST	ROE - SD MOBILITY PLAN	\$750.00	2/25/2020
L1536.0-20	ZERO POINT ZERO PRODUCTION	ROE - VARIOUS TROLLEY STATIONS	\$0.00	2/28/2020
G2362.0-20	EAST VILLAGE ASSOC	2020 OPENING DAY BLOCK PARTY	\$2,500.00	2/28/2020
S200-20-734	NAVY REGION SOUTHWEST MORALE	ROE - NAVY'S BRIDGE RUN/WALK	\$0.00	3/2/2020
L1533.0-20	DIAMONDBACK LAND SURVEYING	ROE - FLETCHER PARKWAY PARKING GARAGE	\$1,124.58	3/5/2020
S200-20-732	NEW WAY TREE SERVICE	ROE - MILEPOST EL 14.40	\$1,199.58	3/5/2020
G0930.17-04.92	SANDAG	BORDER TO BAYSHORE BIKEWAY	\$12,347.00	3/5/2020
L0901.0-10.95	BRICEHOUSE STATION	EDSANCOOK	\$31,200.00	3/6/2020
L1537.0-20	RELIABLE TRANSPORTATION	ROE - H STREET TROLLEY STATION	\$0.00	3/6/2020

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
440000885	2/5/2020	Office Depot		G200-OFFICE SUPPLIES	59.27	-	-
440000886	2/5/2020	Office Depot		G200-OFFICE SUPPLIES	218.59	-	-
440000887	2/5/2020	Office Depot		G200-OFFICE SUPPLIES	193.06	-	-
440000888	2/5/2020	W.W. Grainger Inc		G200-OFFICE SUPPLIES	127.06	-	-
440000889	2/6/2020	Office Depot		G200-OFFICE SUPPLIES	183.77	-	-
440000890	2/6/2020	Office Depot		G200-OFFICE SUPPLIES	19.38	-	-
440000891	2/7/2020	W.W. Grainger Inc		M180-STATION ELECTRICAL	1,002.99	-	-
440000892	2/7/2020	Office Depot		G200-OFFICE SUPPLIES	342.09	-	-
440000893	2/7/2020	Office Depot		G200-OFFICE SUPPLIES	576.55	-	-
440000894	2/10/2020	Office Depot		G200-OFFICE SUPPLIES	13.59	-	-
440000895	2/11/2020	W.W. Grainger Inc		G130-SHOP TOOLS	109.82	-	-
440000896	2/13/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	242.99	-	-
440000897	2/13/2020	Office Depot		G200-OFFICE SUPPLIES	215.49	-	-
440000898	2/14/2020	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	51.91	-	-
440000899	2/18/2020	Office Depot		G200-OFFICE SUPPLIES	220.85	-	-
440000900	2/19/2020	Office Depot		G200-OFFICE SUPPLIES	11.72	-	-
440000901	2/20/2020	W.W. Grainger Inc		G130-SHOP TOOLS	153.76	-	-
440000902	2/24/2020	Office Depot		G200-OFFICE SUPPLIES	32.61	-	-
440000903	2/25/2020	Office Depot		G200-OFFICE SUPPLIES	554.33	-	-
440000904	2/25/2020	Office Depot		G200-OFFICE SUPPLIES	61.86	-	-
440000905	2/26/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	55.43	-	-
440000906	2/26/2020	W.W. Grainger Inc		G130-SHOP TOOLS	149.65	-	-
440000907	2/26/2020	W.W. Grainger Inc		G130-SHOP TOOLS	159.98	-	-
440000908	2/26/2020	Office Depot		G200-OFFICE SUPPLIES	56.11	-	-
440000909	2/26/2020	W.W. Grainger Inc		M110-SUB STATION	238.50	-	-
440000910	2/27/2020	W.W. Grainger Inc		M180-STATION ELECTRICAL	1,610.20	-	-
440000911	2/27/2020	W.W. Grainger Inc		G130-SHOP TOOLS	413.76	-	-
440000912	2/27/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	98.29	-	-
440000913	2/27/2020	Office Depot		G200-OFFICE SUPPLIES	478.92	-	-
440000914	2/28/2020	Office Depot		G200-OFFICE SUPPLIES	306.03	-	-
440000915	2/28/2020	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	333.77	-	-
440000916	2/28/2020	W.W. Grainger Inc		G200-OFFICE SUPPLIES	550.33	-	-
440000917	2/28/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	26.66	-	-
440000918	2/28/2020	Office Depot		G200-OFFICE SUPPLIES	143.39	-	-
440000919	3/3/2020	Office Depot		G200-OFFICE SUPPLIES	197.36	-	-
440000920	3/3/2020	Office Depot		G200-OFFICE SUPPLIES	165.14	-	-
440000921	3/4/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	27.59	-	-
440000922	3/4/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	119.44	-	-
440000923	3/4/2020	W.W. Grainger Inc		G130-SHOP TOOLS	289.27	-	-
440000924	3/6/2020	W.W. Grainger Inc		G130-SHOP TOOLS	41.12	-	-
440000925	3/6/2020	Office Depot		G200-OFFICE SUPPLIES	54.12	-	-
440000926	3/6/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	39.38	-	-
4500029098	2/3/2020	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	487.82	-	-
4500029099	2/3/2020	Gillig LLC		B250-BUS REPAIR PARTS	36.89	-	-
4500029100	2/3/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	17.45	-	-
4500029101	2/3/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	1,568.59	-	-
4500029102	2/3/2020	Muncie Transit Supply		B130-BUS BODY	99.78	-	-
4500029103	2/3/2020	Kaman Industrial Technologies		B160-BUS ELECTRICAL	285.45	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029104	2/3/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	11.08	-	-
4500029105	2/3/2020	Knorr Brake Holding Corporation		R120-RAIL/LRV CAR BODY	30,708.75	-	-
4500029106	2/3/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	268.07	-	-
4500029107	2/3/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	234.68	-	-
4500029108	2/3/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	2,400.20	-	-
4500029109	2/3/2020	Transit Holdings Inc		B130-BUS BODY	2,592.05	-	-
4500029110	2/3/2020	Professional Contractors Supplies		G140-SHOP SUPPLIES	239.51	-	-
4500029111	2/3/2020	US Mobile Wireless		P130-EQUIP MAINT REPR SVC	61,690.39	-	-
4500029112	2/3/2020	Sid Tool Co		G180-JANITORIAL SUPPLIES	441.05	-	-
4500029113	2/3/2020	US Mobile Wireless		B150-BUS COMM EQUIP.	755.48	-	-
4500029114	2/3/2020	Uline		G200-OFFICE SUPPLIES	1,236.66	-	-
4500029115	2/3/2020	Autolift Services Inc	Small Business	F110-SHOP/BLDG MACHINERY	350.00	-	-
4500029116	2/3/2020	JKL Cleaning Systems		F110-SHOP/BLDG MACHINERY	145.47	-	-
4500029117	2/3/2020	Home Depot USA Inc		G200-OFFICE SUPPLIES	215.46	-	-
4500029118	2/3/2020	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	244.22	-	-
4500029119	2/3/2020	Smith Systems Inc		R220-RAIL/LRV TRUCKS	2,696.38	-	-
4500029120	2/3/2020	JKL Cleaning Systems		P130-EQUIP MAINT REPR SVC	181.45	-	-
4500029121	2/3/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	1,843.08	-	-
4500029122	2/3/2020	Cembre Inc		M170-IMPEDANCE BOND	337.53	-	-
4500029123	2/3/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	9,679.05	-	-
4500029125	2/3/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	85.12	-	-
4500029126	2/3/2020	Chromate Industrial Corporation		G150-FASTENERS	1,577.35	-	-
4500029127	2/3/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,361.20	-	-
4500029128	2/3/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	471.95	-	-
4500029129	2/3/2020	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	327.56	-	-
4500029130	2/3/2020	HI-TEC Enterprises	Small Business	R120-RAIL/LRV CAR BODY	393.29	-	-
4500029131	2/3/2020	Southern Counties Oil Co, LP		G170-LUBRICANTS	3,458.78	-	-
4500029132	2/4/2020	Transit Holdings Inc		B140-BUS CHASSIS	3,825.29	-	-
4500029133	2/4/2020	Transit Holdings Inc		B140-BUS CHASSIS	3,285.58	-	-
4500029134	2/4/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	72.99	-	-
4500029135	2/4/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	150.97	-	-
4500029136	2/4/2020	Rush Truck Centers of California		B250-BUS REPAIR PARTS	129.30	-	-
4500029137	2/4/2020	Annex Automotive and		R240-RAIL/LRV REPR PARTS	316.36	-	-
4500029138	2/4/2020	Transit Holdings Inc		B130-BUS BODY	778.12	-	-
4500029140	2/4/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	3,403.62	-	-
4500029141	2/4/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	85.94	-	-
4500029142	2/4/2020	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	566.32	-	-
4500029143	2/4/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	4,372.48	-	-
4500029144	2/4/2020	Freeby Signs		B130-BUS BODY	40.41	-	-
4500029145	2/4/2020	Supreme Oil Company		B180-BUS DIESEL	6,402.01	-	-
4500029146	2/4/2020	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	7,079.94	-	-
4500029147	2/4/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	74.68	-	-
4500029148	2/5/2020	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	595.38	-	-
4500029149	2/5/2020	Westflex, Inc.		F180-BUILDING MATERIALS	199.49	-	-
4500029150	2/5/2020	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	1,092.93	-	-
4500029151	2/5/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	2,713.40	-	-
4500029152	2/5/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	2,611.17	-	-
4500029153	2/5/2020	Courtesy Chevrolet Center		P210-NON-REV VEH REPAIRS	470.23	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029154	2/5/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	494.70	-	-
4500029155	2/5/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	15,553.71	-	-
4500029156	2/5/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	193.18	-	-
4500029157	2/5/2020	Transit Holdings Inc		B130-BUS BODY	778.12	-	-
4500029158	2/5/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	157.64	-	-
4500029159	2/5/2020	Culligan of San Diego		M140-WAYSIDE SIGNALS	30.00	-	-
4500029160	2/5/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	520.54	-	-
4500029161	2/5/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	1,393.84	-	-
4500029162	2/5/2020	Willy's Electronic Supply Co	Small Business	M180-STATION ELECTRICAL	175.31	-	-
4500029163	2/5/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	106.88	-	-
4500029164	2/5/2020	Applied Industrial Technologies-CA		G140-SHOP SUPPLIES	230.01	-	-
4500029165	2/5/2020	Team One Repair Inc		G290-FARE REVENUE EQUIP	336.18	-	-
4500029166	2/5/2020	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	1,527.99	-	-
4500029167	2/5/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,481.31	-	-
4500029168	2/5/2020	Smart Car Care Products Inc		R240-RAIL/LRV REPR PARTS	613.95	-	-
4500029169	2/5/2020	Muncie Transit Supply		B160-BUS ELECTRICAL	41.25	-	-
4500029170	2/5/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	29.96	-	-
4500029171	2/5/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	733.71	-	-
4500029172	2/6/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	6.85	-	-
4500029173	2/6/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	3,123.18	-	-
4500029174	2/6/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	482.22	-	-
4500029175	2/6/2020	Citywide Auto Glass Inc		R120-RAIL/LRV CAR BODY	2,101.13	-	-
4500029176	2/6/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	210.56	-	-
4500029177	2/6/2020	Allied Refrigeration Inc		R170-RAIL/LRV HVAC	121.22	-	-
4500029178	2/6/2020	Freeby Signs		B130-BUS BODY	55.76	-	-
4500029179	2/6/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	67.29	-	-
4500029180	2/6/2020	Tribologik Corporation		G140-SHOP SUPPLIES	329.72	-	-
4500029181	2/6/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	260.20	-	-
4500029182	2/6/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	26.74	-	-
4500029183	2/6/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	200.68	-	-
4500029184	2/6/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	32.74	-	-
4500029185	2/6/2020	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	93.48	-	-
4500029186	2/6/2020	4One LLC		B250-BUS REPAIR PARTS	49.44	-	-
4500029187	2/6/2020	Dartco Transmission		P190-REV VEHICLE REPAIRS	5,821.51	-	-
4500029188	2/6/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	231.59	-	-
4500029189	2/6/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	20,288.14	-	-
4500029190	2/6/2020	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	3,633.63	-	-
4500029191	2/6/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	300.08	-	-
4500029192	2/6/2020	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	488.57	-	-
4500029193	2/6/2020	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	23,609.31	-	-
4500029194	2/6/2020	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	19,044.11	-	-
4500029195	2/6/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,305.71	-	-
4500029196	2/6/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	2,637.82	-	-
4500029197	2/6/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,573.53	-	-
4500029198	2/6/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	28,142.15	-	-
4500029199	2/6/2020	Gillig LLC		B250-BUS REPAIR PARTS	32.97	-	-
4500029200	2/6/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	3,309.98	-	-
4500029201	2/6/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	49.27	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029202	2/6/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	295.09	-	-
4500029203	2/6/2020	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	183.95	-	-
4500029204	2/6/2020	California Transit Association		P280-GENERAL SVC AGRMNTS	49,000.00	-	-
4500029205	2/6/2020	Culligan of San Diego		G140-SHOP SUPPLIES	1,604.80	-	-
4500029206	2/7/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	24.24	-	-
4500029207	2/7/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,838.64	-	-
4500029208	2/7/2020	Big J Railway Signal		M140-WAYSIDE SIGNALS	13,420.00	-	-
4500029209	2/7/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	6,098.03	-	-
4500029210	2/7/2020	Transit Holdings Inc		B130-BUS BODY	1,301.10	-	-
4500029211	2/7/2020	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	545.21	-	-
4500029212	2/7/2020	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	366.89	-	-
4500029213	2/7/2020	Muncie Transit Supply		B130-BUS BODY	63.13	-	-
4500029214	2/7/2020	Gillig LLC		B130-BUS BODY	22.44	-	-
4500029215	2/7/2020	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	179.56	-	-
4500029216	2/7/2020	Freeby Signs		B250-BUS REPAIR PARTS	234.47	-	-
4500029217	2/7/2020	4One LLC		B250-BUS REPAIR PARTS	469.64	-	-
4500029218	2/7/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	234.63	-	-
4500029219	2/7/2020	Tribologik Corporation		G140-SHOP SUPPLIES	348.04	-	-
4500029220	2/7/2020	Supreme Oil Company		B180-BUS DIESEL	7,515.72	-	-
4500029221	2/7/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	3,361.10	-	-
4500029222	2/7/2020	Gillig LLC		B250-BUS REPAIR PARTS	1,833.88	-	-
4500029223	2/7/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	373.86	-	-
4500029224	2/7/2020	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	197.43	-	-
4500029225	2/7/2020	Kiel NA LLC		B250-BUS REPAIR PARTS	2,023.10	-	-
4500029226	2/7/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	2,201.54	-	-
4500029227	2/7/2020	Ed Hanson's Muffler Service		B250-BUS REPAIR PARTS	329.61	-	-
4500029228	2/7/2020	Don Oleson Inc	Small Business	B250-BUS REPAIR PARTS	750.00	-	-
4500029229	2/7/2020	The Gordian Group, Inc.		P120-BLDG/FACILITY REPRS	704.28	-	-
4500029230	2/7/2020	PUB Construction, Inc.	Minority Owned Business	C110-GENERAL CONTRACTORS	9,398.27	-	-
4500029231	2/7/2020	Graybar Electric Co Inc		M140-WAYSIDE SIGNALS	35,348.07	-	-
4500029232	2/10/2020	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	59.22	-	-
4500029233	2/10/2020	Kaman Industrial Technologies		G160-PAINTS & CHEMICALS	66.73	-	-
4500029234	2/10/2020	Veritech, Inc.	Small Business	B250-BUS REPAIR PARTS	450.00	-	-
4500029236	2/10/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	40.68	-	-
4500029237	2/10/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	8.57	-	-
4500029238	2/10/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	28,816.66	-	-
4500029239	2/10/2020	Transit Holdings Inc		B130-BUS BODY	260.50	-	-
4500029240	2/10/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	64.95	-	-
4500029241	2/10/2020	Mcmaster-Carr Supply Co		B130-BUS BODY	53.61	-	-
4500029242	2/10/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	2,332.79	-	-
4500029243	2/10/2020	TK Services Inc		G170-LUBRICANTS	159.68	-	-
4500029244	2/10/2020	Home Depot USA Inc		G170-LUBRICANTS	203.78	-	-
4500029245	2/10/2020	Kaman Industrial Technologies		B200-BUS PWR TRAIN EQUIP	200.00	-	-
4500029246	2/10/2020	Inland Kenworth (US) Inc		P190-REV VEHICLE REPAIRS	197.35	-	-
4500029247	2/10/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	120.49	-	-
4500029248	2/10/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	11,466.90	-	-
4500029249	2/10/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	5,656.88	-	-
4500029250	2/10/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,361.20	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029251	2/10/2020	Graybar Electric Co Inc		I110-INFORMATION TECH	2,866.15	-	-
4500029252	2/10/2020	Transit Holdings Inc		B140-BUS CHASSIS	20,951.94	-	-
4500029253	2/10/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	573.53	-	-
4500029255	2/10/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	252.43	-	-
4500029256	2/10/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	411.46	-	-
4500029257	2/10/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,079.93	-	-
4500029258	2/10/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	40.41	-	-
4500029259	2/10/2020	California Air Compressor Company		F110-SHOP/BLDG MACHINERY	1,144.88	-	-
4500029260	2/10/2020	Rush Truck Centers of California		B250-BUS REPAIR PARTS	64.65	-	-
4500029261	2/10/2020	Freeby Signs		B130-BUS BODY	26.94	-	-
4500029262	2/10/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	29.90	-	-
4500029263	2/10/2020	Mcmaster-Carr Supply Co		B130-BUS BODY	53.61	-	-
4500029264	2/10/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	80.44	-	-
4500029265	2/10/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	2,713.76	-	-
4500029266	2/10/2020	CDW LLC		I110-INFORMATION TECH	305.09	-	-
4500029267	2/10/2020	Agricultural Pest Control Svcs	Small Business	P110-BLDG MAINTENANCE	365.00	-	-
4500029268	2/10/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	7,477.85	-	-
4500029269	2/10/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	762.89	-	-
4500029270	2/10/2020	G & A Auto Air Conditioning		F110-SHOP/BLDG MACHINERY	670.15	-	-
4500029271	2/10/2020	Governmentjobs.com, Inc		P280-GENERAL SVC AGRMNTS	3,499.00	-	-
4500029272	2/10/2020	Neyenesch Printers Inc		G230-PRINTED MATERIALS	15,928.00	-	-
4500029273	2/10/2020	MCAS Miramar Vet		G120-SECURITY	61.16	-	-
4500029274	2/10/2020	Charlie Shoaf		P310-ADVERTISING SERVICES	802.00	-	-
4500029275	2/11/2020	Kenneth Place		F190-LANDSCAPING MAT'LS	546.17	-	-
4500029276	2/11/2020	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	958.00	-	-
4500029277	2/11/2020	West End Holdings Inc		P280-GENERAL SVC AGRMNTS	300.00	-	-
4500029278	2/11/2020	Transit Holdings Inc		B140-BUS CHASSIS	135.99	-	-
4500029279	2/11/2020	Raphael's Party Rentals Inc		P160-EQUIPMENT RENTALS	914.56	-	-
4500029280	2/11/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	64.22	-	-
4500029281	2/11/2020	Transit Holdings Inc		B130-BUS BODY	1,079.57	-	-
4500029282	2/11/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	69.12	-	-
4500029283	2/11/2020	Gillig LLC		B130-BUS BODY	257.76	-	-
4500029284	2/11/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	316.78	-	-
4500029285	2/11/2020	American Power Systems, LLC		M110-SUB STATION	2,299.83	-	-
4500029286	2/11/2020	Cummins Pacific LLC		B160-BUS ELECTRICAL	63,361.39	-	-
4500029287	2/11/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	988.73	-	-
4500029288	2/11/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	1,210.39	-	-
4500029289	2/11/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	282.08	-	-
4500029290	2/11/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	67.39	-	-
4500029291	2/11/2020	TVEyes, Inc.		P310-ADVERTISING SERVICES	2,400.00	-	-
4500029292	2/11/2020	Transit Products and Services		B130-BUS BODY	5,637.50	-	-
4500029293	2/11/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	883.12	-	-
4500029294	2/11/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	949.04	-	-
4500029295	2/11/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	99.99	-	-
4500029296	2/11/2020	Total Filtration Services Inc		F120-BUS/LRV PAINT BOOTHS	806.78	-	-
4500029297	2/12/2020	Uline		P280-GENERAL SVC AGRMNTS	3,499.46	-	-
4500029298	2/12/2020	Transit Holdings Inc		B140-BUS CHASSIS	292.87	-	-
4500029299	2/12/2020	Eran Hason		P280-GENERAL SVC AGRMNTS	80.00	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029300	2/12/2020	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	21.36	-	-
4500029302	2/12/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	188.04	-	-
4500029303	2/12/2020	Communications Supply Corporation		G290-FARE REVENUE EQUIP	1,820.98	-	-
4500029304	2/12/2020	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	216.12	-	-
4500029305	2/12/2020	Gillig LLC		B120-BUS MECHANICAL PARTS	967.91	-	-
4500029307	2/12/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	22.51	-	-
4500029308	2/12/2020	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	146.85	-	-
4500029309	2/12/2020	Muncie Transit Supply		B140-BUS CHASSIS	128.17	-	-
4500029310	2/12/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	1,931.40	-	-
4500029311	2/12/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,518.83	-	-
4500029312	2/12/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	236.19	-	-
4500029313	2/12/2020	Westinghouse Air Brake		B250-BUS REPAIR PARTS	5,094.43	-	-
4500029314	2/13/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	165.35	-	-
4500029315	2/13/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,633.95	-	-
4500029316	2/13/2020	Transit Holdings Inc		B130-BUS BODY	2,366.89	-	-
4500029317	2/13/2020	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	4,902.69	-	-
4500029319	2/13/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	342.81	-	-
4500029320	2/13/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	194.27	-	-
4500029321	2/13/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	201.28	-	-
4500029322	2/13/2020	Knorr Brake Holding Corporation		R160-RAIL/LRV ELECTRICAL	10,408.65	-	-
4500029323	2/13/2020	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	76.53	-	-
4500029324	2/13/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	606.52	-	-
4500029325	2/13/2020	M Power Truck & Diesel Repair		P130-EQUIP MAINT REPR SVC	1,994.91	-	-
4500029326	2/13/2020	Urea-Z, Inc.		G180-JANITORIAL SUPPLIES	1,583.93	-	-
4500029327	2/13/2020	Graybar Electric Co Inc		R160-RAIL/LRV ELECTRICAL	2,058.95	-	-
4500029328	2/13/2020	Chromate Industrial Corporation		G150-FASTENERS	524.02	-	-
4500029329	2/13/2020	Gillig LLC		B130-BUS BODY	563.19	-	-
4500029330	2/13/2020	West-Lite Supply Co Inc	Small Business	M140-WAYSIDE SIGNALS	1,328.02	-	-
4500029331	2/13/2020	SC Commercial, LLC		B180-BUS DIESEL	7,501.73	-	-
4500029332	2/13/2020	Dellner Inc		R130-RAIL/LRV COUPLER	1,474.02	-	-
4500029333	2/13/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,879.78	-	-
4500029334	2/13/2020	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	1,544.92	-	-
4500029335	2/13/2020	Transit Holdings Inc		B140-BUS CHASSIS	1,146.21	-	-
4500029336	2/13/2020	Professional Contractors Supplies		G140-SHOP SUPPLIES	245.45	-	-
4500029337	2/13/2020	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	19,044.11	-	-
4500029338	2/13/2020	National Electric Gate Co., Inc.		M130-CROSSING MECHANISM	8,964.80	-	-
4500029339	2/13/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	4,342.53	-	-
4500029340	2/13/2020	OneSource Distributors, LLC		M130-CROSSING MECHANISM	1,210.04	-	-
4500029341	2/13/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	479.63	-	-
4500029342	2/13/2020	Jankovich Company		G170-LUBRICANTS	3,342.41	-	-
4500029343	2/13/2020	Kaman Industrial Technologies		G170-LUBRICANTS	111.43	-	-
4500029344	2/13/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	581.52	-	-
4500029345	2/13/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	3,216.34	-	-
4500029346	2/13/2020	HD Supply Construction Supply, LTD.		M200-YARD FACILITIES	732.70	-	-
4500029347	2/13/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	970.14	-	-
4500029348	2/14/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,152.43	-	-
4500029349	2/14/2020	Nth Generation Computing Inc	Woman Owned Business	I110-INFORMATION TECH	774.73	-	-
4500029350	2/14/2020	B&H Photo & Electronics Corp		I110-INFORMATION TECH	3,339.18	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029351	2/14/2020	CDW LLC		I110-INFORMATION TECH	2,610.73	-	-
4500029352	2/14/2020	Techsmith Corporation		I110-INFORMATION TECH	644.62	-	-
4500029353	2/14/2020	Protrak Service Ltd		P540-MAINTENANCE TRAINING	6,380.00	-	-
4500029354	2/14/2020	Pressnet Express Inc		G230-PRINTED MATERIALS	2,413.60	-	-
4500029355	2/14/2020	Chula Vista Chamber of Commerce		P310-ADVERTISING SERVICES	1,500.00	-	-
4500029356	2/14/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	826.36	-	-
4500029357	2/14/2020	Chula Vista Chamber of Commerce		P310-ADVERTISING SERVICES	1,000.00	-	-
4500029358	2/18/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	128.39	-	-
4500029359	2/18/2020	San Diego Seal Inc	Small Business	R140-RAIL/LRV DOORS/RAMP	221.88	-	-
4500029360	2/18/2020	Racine Railroad Products, Inc		G130-SHOP TOOLS	824.38	-	-
4500029361	2/18/2020	W.W. Grainger Inc		G200-OFFICE SUPPLIES	807.96	-	-
4500029362	2/18/2020	Office Depot		G210-OFFICE FURNITURE	1,076.78	-	-
4500029363	2/18/2020	Staples Contract & Commercial Inc		G210-OFFICE FURNITURE	656.16	-	-
4500029364	2/18/2020	Uline		G210-OFFICE FURNITURE	428.86	-	-
4500029365	2/18/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,761.74	-	-
4500029366	2/18/2020	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	382.32	-	-
4500029367	2/18/2020	Patco Industries Inc		M140-WAYSIDE SIGNALS	5,495.25	-	-
4500029368	2/18/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	5,077.18	-	-
4500029369	2/18/2020	Gillig LLC		B250-BUS REPAIR PARTS	639.01	-	-
4500029370	2/18/2020	G & A Auto Air Conditioning		P210-NON-REV VEH REPAIRS	170.80	-	-
4500029371	2/18/2020	Transit Holdings Inc		B140-BUS CHASSIS	1,601.86	-	-
4500029372	2/18/2020	American Scissor Lift, Inc.		P130-EQUIP MAINT REPR SVC	1,329.21	-	-
4500029373	2/18/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	471.13	-	-
4500029374	2/18/2020	Tribologik Corporation		G140-SHOP SUPPLIES	338.87	-	-
4500029375	2/18/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	177.80	-	-
4500029376	2/18/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	7,841.88	-	-
4500029377	2/18/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	234.90	-	-
4500029378	2/18/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,361.20	-	-
4500029379	2/18/2020	OneSource Distributors, LLC		R160-RAIL/LRV ELECTRICAL	1,030.96	-	-
4500029380	2/18/2020	Chromate Industrial Corporation		R160-RAIL/LRV ELECTRICAL	1,923.24	-	-
4500029381	2/18/2020	Tribologik Corporation		G140-SHOP SUPPLIES	357.19	-	-
4500029382	2/18/2020	Specialty Manufacturing Inc		B130-BUS BODY	265.06	-	-
4500029383	2/18/2020	Airgas Inc		G140-SHOP SUPPLIES	64.10	-	-
4500029384	2/18/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,999.84	-	-
4500029385	2/18/2020	MJP Enterprises		P210-NON-REV VEH REPAIRS	3,076.85	-	-
4500029386	2/18/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	68.27	-	-
4500029387	2/18/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	270.00	-	-
4500029388	2/18/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	2,149.01	-	-
4500029389	2/18/2020	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	25,029.90	-	-
4500029390	2/18/2020	Home Depot USA Inc		G130-SHOP TOOLS	171.66	-	-
4500029391	2/18/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	4,660.32	-	-
4500029392	2/19/2020	Gillig LLC		B250-BUS REPAIR PARTS	2,318.56	-	-
4500029393	2/19/2020	Gillig LLC		B250-BUS REPAIR PARTS	107.94	-	-
4500029394	2/19/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	68.17	-	-
4500029395	2/19/2020	Vern Rose Inc		G160-PAINTS & CHEMICALS	113.10	-	-
4500029396	2/19/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	28.93	-	-
4500029397	2/19/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	300.32	-	-
4500029398	2/19/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	109.28	-	-

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PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029399	2/19/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	5,058.23	-	-
4500029400	2/19/2020	Midwest Bus Corporation	Small Business	B130-BUS BODY	129.14	-	-
4500029401	2/19/2020	Controlled Motion Solutions Inc		B120-BUS MECHANICAL PARTS	328.29	-	-
4500029402	2/19/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	95.94	-	-
4500029403	2/19/2020	G & A Auto Air Conditioning		P210-NON-REV VEH REPAIRS	793.02	-	-
4500029404	2/19/2020	Gillig LLC		B250-BUS REPAIR PARTS	1,278.00	-	-
4500029405	2/19/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	1,205.40	-	-
4500029406	2/19/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	240.82	-	-
4500029407	2/19/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	976.83	-	-
4500029408	2/19/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	12.83	-	-
4500029409	2/19/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	47.52	-	-
4500029410	2/19/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	1,408.63	-	-
4500029411	2/19/2020	Culligan of San Diego		G140-SHOP SUPPLIES	1,706.80	-	-
4500029412	2/19/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	875.01	-	-
4500029413	2/19/2020	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	256.75	-	-
4500029414	2/19/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,716.60	-	-
4500029415	2/19/2020	R.S. Hughes Co Inc		P490-MANAGEMENT TRAINING	2,380.00	-	-
4500029416	2/19/2020	Phil Macomber		G130-SHOP TOOLS	457.94	-	-
4500029417	2/19/2020	Dartco Transmission		B250-BUS REPAIR PARTS	5,821.51	-	-
4500029418	2/19/2020	Wayne Harmeier Inc		B140-BUS CHASSIS	1,433.08	-	-
4500029419	2/19/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	10,643.37	-	-
4500029420	2/19/2020	Muncie Transit Supply		B130-BUS BODY	68.32	-	-
4500029421	2/19/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	234.68	-	-
4500029422	2/19/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	5,387.50	-	-
4500029423	2/19/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	258.17	-	-
4500029424	2/20/2020	Don Oleson Inc	Small Business	P210-NON-REV VEH REPAIRS	25.00	-	-
4500029425	2/20/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	4,227.95	-	-
4500029427	2/20/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	4,367.95	-	-
4500029428	2/20/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	2,162.44	-	-
4500029429	2/20/2020	Gillig LLC		F170-MATL HANDLING EQUIP	3,723.37	-	-
4500029430	2/20/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	685.27	-	-
4500029431	2/20/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	11,661.69	-	-
4500029432	2/20/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	334.67	-	-
4500029433	2/20/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	710.97	-	-
4500029434	2/20/2020	BCP Systems Inc		G290-FARE REVENUE EQUIP	1,007.24	-	-
4500029435	2/20/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,545.68	-	-
4500029436	2/20/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	1,578.24	-	-
4500029437	2/20/2020	Maintex Inc		G170-LUBRICANTS	786.04	-	-
4500029438	2/20/2020	American Battery Corporation	Small Business	G290-FARE REVENUE EQUIP	805.03	-	-
4500029439	2/20/2020	P & R Paper Supply Company Inc		G180-JANITORIAL SUPPLIES	282.98	-	-
4500029440	2/20/2020	Professional Contractors Supplies		G170-LUBRICANTS	486.57	-	-
4500029441	2/20/2020	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	9,581.13	-	-
4500029442	2/20/2020	Jankovich Company		G170-LUBRICANTS	204.81	-	-
4500029443	2/20/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	11,401.03	-	-
4500029444	2/20/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	3,598.43	-	-
4500029445	2/20/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	277.57	-	-
4500029446	2/20/2020	Willy's Electronic Supply Co	Small Business	M180-STATION ELECTRICAL	1,475.31	-	-
4500029447	2/20/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,278.32	-	-

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4500029448	2/20/2020	General Signals Inc		M130-CROSSING MECHANISM	4,585.85	-	-
4500029449	2/20/2020	Kurt Morgan		G200-OFFICE SUPPLIES	640.32	-	-
4500029450	2/20/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	106.88	-	-
4500029451	2/20/2020	Southern Counties Oil Co, LP		B180-BUS DIESEL	7,847.35	-	-
4500029452	2/20/2020	Kaman Industrial Technologies		G130-SHOP TOOLS	12.30	-	-
4500029453	2/20/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	263.19	-	-
4500029454	2/20/2020	Muncie Transit Supply		B130-BUS BODY	34.16	-	-
4500029455	2/20/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	33,741.29	-	-
4500029456	2/20/2020	Hulcher Services Inc.		P280-GENERAL SVC AGRMNTS	16,413.75	-	-
4500029457	2/20/2020	Home Depot USA Inc		G130-SHOP TOOLS	305.59	-	-
4500029458	2/20/2020	Cummins-Allison		G290-FARE REVENUE EQUIP	1,368.61	-	-
4500029459	2/20/2020	Calmat		T160-TRACK, AGGREGATES	571.08	-	-
4500029460	2/20/2020	Cubic Transportation Systems		R160-RAIL/LRV ELECTRICAL	1,212.19	-	-
4500029461	2/20/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	528.57	-	-
4500029462	2/20/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	514.81	-	-
4500029463	2/20/2020	Mouser Electronics Inc		R140-RAIL/LRV DOORS/RAMP	513.44	-	-
4500029464	2/20/2020	JKL Cleaning Systems		P130-EQUIP MAINT REPR SVC	169.78	-	-
4500029465	2/20/2020	JP Morgan Chase Bank		G200-OFFICE SUPPLIES	808.13	-	-
4500029466	2/20/2020	College Entrance Examination Board		P470-NEW EE TESTING	248.40	-	-
4500029467	2/21/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	40.62	-	-
4500029468	2/21/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	1,415.55	-	-
4500029469	2/21/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	4,742.34	-	-
4500029470	2/21/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,485.57	-	-
4500029471	2/21/2020	HD Supply Construction Supply, LTD.		G160-PAINTS & CHEMICALS	251.91	-	-
4500029472	2/21/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	49.99	-	-
4500029473	2/21/2020	CDW LLC		I110-INFORMATION TECH	317.78	-	-
4500029474	2/21/2020	Gillig LLC		B120-BUS MECHANICAL PARTS	414.54	-	-
4500029475	2/21/2020	Muncie Transit Supply		B130-BUS BODY	59.51	-	-
4500029476	2/21/2020	Kurt Morgan		G200-OFFICE SUPPLIES	304.56	-	-
4500029478	2/21/2020	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	109.07	-	-
4500029479	2/21/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	608.32	-	-
4500029481	2/21/2020	San Diego Friction Products, Inc.		B250-BUS REPAIR PARTS	28.68	-	-
4500029482	2/21/2020	Vern Rose Inc		G140-SHOP SUPPLIES	253.20	-	-
4500029483	2/21/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	33.51	-	-
4500029484	2/21/2020	Kaman Industrial Technologies		G170-LUBRICANTS	814.73	-	-
4500029485	2/21/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	689.79	-	-
4500029486	2/21/2020	Jeyco Products Inc		G130-SHOP TOOLS	20.36	-	-
4500029487	2/21/2020	CDW LLC		I110-INFORMATION TECH	996.51	-	-
4500029488	2/21/2020	SRECTrade, Inc.		G270-ELECTRICAL/LIGHTING	23,745.00	-	-
4500029489	2/24/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	110.12	-	-
4500029490	2/24/2020	HD Supply Construction Supply, LTD.		G130-SHOP TOOLS	166.66	-	-
4500029491	2/24/2020	California Sheet Metal Works		G150-FASTENERS	2,984.68	-	-
4500029492	2/24/2020	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	2,720.80	-	-
4500029493	2/24/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	2,417.67	-	-
4500029494	2/24/2020	Transit Holdings Inc		B210-BUS TIRES & TUBES	601.78	-	-
4500029495	2/24/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	4,898.34	-	-
4500029496	2/24/2020	Waxie's Enterprises Inc.		G130-SHOP TOOLS	85.48	-	-
4500029497	2/24/2020	Wayne Harmeier Inc		B160-BUS ELECTRICAL	571.08	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029498	2/24/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	9,771.55	-	-
4500029499	2/24/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,066.99	-	-
4500029500	2/24/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,299.55	-	-
4500029501	2/24/2020	Jeyco Products Inc		G170-LUBRICANTS	108.36	-	-
4500029503	2/24/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	70.45	-	-
4500029504	2/24/2020	Uline		G190-SAFETY/MED SUPPLIES	116.37	-	-
4500029505	2/24/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	208.61	-	-
4500029506	2/24/2020	Harbor Diesel & Equipment		G170-LUBRICANTS	2,477.18	-	-
4500029507	2/24/2020	Steven Timme		G110-BUS/TROLLEY SIGNAGE	319.59	-	-
4500029508	2/24/2020	VCA Animal Hospitals, Inc.		G120-SECURITY	513.54	-	-
4500029509	2/24/2020	Pet Emergency & Specialty Center		G120-SECURITY	5,006.00	-	-
4500029510	2/24/2020	Gillig LLC		B200-BUS PWR TRAIN EQUIP	111.21	-	-
4500029511	2/24/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	2,855.30	-	-
4500029513	2/24/2020	Reid and Clark Screen Arts Co		G120-SECURITY	43.10	-	-
4500029514	2/24/2020	Kaman Industrial Technologies		G150-FASTENERS	369.31	-	-
4500029515	2/24/2020	Pressnet Express Inc		G230-PRINTED MATERIALS	387.90	-	-
4500029516	2/24/2020	Seon Design (USA) Corp.		I130-IT CAPITAL HARDWARE	59,106.55	-	-
4500029517	2/24/2020	Simon's Wholesale Bakery, Inc.		P480-EE MAINTENANCE	3,500.00	-	-
4500029518	2/24/2020	Robcar Corporation	Woman Owned Business	G110-BUS/TROLLEY SIGNAGE	97.43	-	-
4500029519	2/24/2020	JKL Cleaning Systems		G130-SHOP TOOLS	67.69	-	-
4500029521	2/24/2020	Graybar Electric Co Inc		G140-SHOP SUPPLIES	2,312.16	-	-
4500029522	2/25/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,501.62	-	-
4500029523	2/25/2020	Ahlee Backflow Service	Small Business	F110-SHOP/BLDG MACHINERY	650.37	-	-
4500029524	2/25/2020	Shilpark Paint Corp.		F180-BUILDING MATERIALS	197.50	-	-
4500029525	2/25/2020	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	369.24	-	-
4500029526	2/25/2020	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	366.82	-	-
4500029527	2/25/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	40.39	-	-
4500029528	2/25/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	220.00	-	-
4500029529	2/25/2020	Industrial Power and Automation		M160-SUMP PUMP STATIONS	948.20	-	-
4500029530	2/25/2020	Jeyco Products Inc		G150-FASTENERS	30.02	-	-
4500029531	2/25/2020	Kaman Industrial Technologies		M110-SUB STATION	68.68	-	-
4500029532	2/25/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	230.88	-	-
4500029533	2/25/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	32.78	-	-
4500029534	2/25/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	4,454.06	-	-
4500029535	2/25/2020	TK Services Inc		B110-BUS HVAC SYSTEMS	65.80	-	-
4500029536	2/25/2020	Home Depot USA Inc		R220-RAIL/LRV TRUCKS	73.08	-	-
4500029537	2/25/2020	Home Depot USA Inc		G200-OFFICE SUPPLIES	75.35	-	-
4500029538	2/25/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	490.84	-	-
4500029539	2/25/2020	W.W. Grainger Inc		G170-LUBRICANTS	3,323.47	-	-
4500029540	2/25/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	178.22	-	-
4500029541	2/25/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,073.75	-	-
4500029542	2/25/2020	San Diego Comic Convention Inc		P310-ADVERTISING SERVICES	53,750.00	-	-
4500029543	2/25/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	13.37	-	-
4500029544	2/25/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	17.42	-	-
4500029545	2/25/2020	Jankovich Company		G170-LUBRICANTS	3,457.98	-	-
4500029546	2/25/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	2,013.21	-	-
4500029547	2/25/2020	JKL Cleaning Systems		P130-EQUIP MAINT REPR SVC	2,757.28	-	-
4500029548	2/25/2020	M Power Truck & Diesel Repair		P130-EQUIP MAINT REPR SVC	79.27	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029550	2/25/2020	Gillig LLC		B250-BUS REPAIR PARTS	2,082.21	-	-
4500029552	2/25/2020	Transit Holdings Inc		B130-BUS BODY	785.19	-	-
4500029553	2/25/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,830.45	-	-
4500029554	2/25/2020	Vern Rose Inc		G140-SHOP SUPPLIES	72.14	-	-
4500029555	2/25/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	40.23	-	-
4500029556	2/25/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	324.55	-	-
4500029557	2/25/2020	Kurt Morgan		G200-OFFICE SUPPLIES	320.43	-	-
4500029558	2/25/2020	PUB Construction, Inc.	Minority Owned Business	C110-GENERAL CONTRACTORS	72,023.27	-	41,579.03
4500029559	2/25/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	10.62	-	-
4500029560	2/25/2020	The Gordian Group, Inc.		P120-BLDG/FACILITY REPRS	252.52	-	-
4500029561	2/25/2020	The Gordian Group, Inc.		P120-BLDG/FACILITY REPRS	2,529.59	-	-
4500029562	2/25/2020	Herzog Contracting Co		C130-CONSTRUCTION SVCS	15,945.43	-	4,579.53
4500029563	2/25/2020	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	428.43	-	-
4500029564	2/25/2020	Steven Timme		G230-PRINTED MATERIALS	2,472.87	-	-
4500029565	2/25/2020	Mott MacDonald Group Inc		C130-CONSTRUCTION SVCS	76,666.24	-	68,493.62
4500029567	2/26/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	1,239.02	-	-
4500029568	2/26/2020	Mouser Electronics Inc		B150-BUS COMM EQUIP.	341.57	-	-
4500029569	2/26/2020	Professional Contractors Supplies		G130-SHOP TOOLS	205.33	-	-
4500029570	2/26/2020	West-Lite Supply Co Inc	Small Business	R180-RAIL/LRV LIGHTING	763.52	-	-
4500029571	2/26/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	15,682.32	-	-
4500029572	2/26/2020	Chromate Industrial Corporation		G270-ELECTRICAL/LIGHTING	1,644.12	-	-
4500029573	2/26/2020	Kaman Industrial Technologies		G160-PAINTS & CHEMICALS	454.58	-	-
4500029574	2/26/2020	Transit Holdings Inc		B140-BUS CHASSIS	4,554.25	-	-
4500029575	2/26/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	1,904.86	-	-
4500029576	2/26/2020	Tribologik Corporation		G140-SHOP SUPPLIES	659.43	-	-
4500029577	2/26/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	573.85	-	-
4500029578	2/26/2020	R.S. Hughes Co Inc		B130-BUS BODY	43.49	-	-
4500029579	2/26/2020	Trentman Corporation	Small Business	P280-GENERAL SVC AGRMNTS	1,160.71	-	-
4500029580	2/26/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	97.16	-	-
4500029581	2/26/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	13,716.40	-	-
4500029582	2/26/2020	Praxair Distribution Inc.		G130-SHOP TOOLS	110.53	-	-
4500029583	2/26/2020	Knorr Brake Holding Corporation		R160-RAIL/LRV ELECTRICAL	31,707.41	-	-
4500029584	2/26/2020	Staples Contract & Commercial Inc		P280-GENERAL SVC AGRMNTS	61.24	-	-
4500029586	2/26/2020	Allied Refrigeration Inc		M110-SUB STATION	304.11	-	-
4500029587	2/26/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,182.19	-	-
4500029588	2/26/2020	Kurt Morgan		G200-OFFICE SUPPLIES	927.44	-	-
4500029589	2/26/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,139.44	-	-
4500029590	2/26/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	27.99	-	-
4500029591	2/26/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	200.68	-	-
4500029592	2/26/2020	Gillig LLC		B250-BUS REPAIR PARTS	785.50	-	-
4500029593	2/26/2020	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	23,755.80	-	-
4500029594	2/26/2020	Gillig LLC		B250-BUS REPAIR PARTS	17.67	-	-
4500029595	2/26/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	323.15	-	-
4500029596	2/27/2020	Material Sales Inc	Small Business	F180-BUILDING MATERIALS	146.23	-	-
4500029597	2/27/2020	Home Depot USA Inc		G130-SHOP TOOLS	2,873.24	-	-
4500029598	2/27/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	543.06	-	-
4500029599	2/27/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	108.61	-	-
4500029600	2/27/2020	Chromate Industrial Corporation		G270-ELECTRICAL/LIGHTING	1,158.22	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029601	2/27/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	1,386.43	-	-
4500029602	2/27/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	296.96	-	-
4500029603	2/27/2020	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	193.69	-	-
4500029604	2/27/2020	Decals By Design Inc		R120-RAIL/LRV CAR BODY	57.78	-	-
4500029605	2/27/2020	Gillig LLC		R120-RAIL/LRV CAR BODY	2,656.07	-	-
4500029606	2/27/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	4,622.01	-	-
4500029607	2/27/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	111.80	-	-
4500029608	2/27/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,350.24	-	-
4500029609	2/27/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	159.43	-	-
4500029610	2/27/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	1,999.16	-	-
4500029611	2/27/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,768.01	-	-
4500029612	2/27/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	233.32	-	-
4500029613	2/27/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	28.77	-	-
4500029614	2/27/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	27.99	-	-
4500029615	2/27/2020	Freeby Signs		B130-BUS BODY	25.59	-	-
4500029616	2/27/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	14,283.33	-	-
4500029617	2/27/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	191.28	-	-
4500029618	2/27/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	17.07	-	-
4500029619	2/27/2020	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	695.74	-	-
4500029620	2/27/2020	Gillig LLC		B140-BUS CHASSIS	22.19	-	-
4500029621	2/27/2020	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	1,118.95	-	-
4500029622	2/28/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	90.91	-	-
4500029623	2/28/2020	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	202.03	-	-
4500029624	2/28/2020	Resa Power LLC		M180-STATION ELECTRICAL	155.86	-	-
4500029625	2/28/2020	DIRECTV		P280-GENERAL SVC AGRMNTS	1,389.75	-	-
4500029626	2/28/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	648.72	-	-
4500029627	2/28/2020	Smart Car Care Products Inc		R240-RAIL/LRV REPR PARTS	51.46	-	-
4500029628	2/28/2020	Culligan of San Diego		G140-SHOP SUPPLIES	1,700.00	-	-
4500029629	2/28/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,446.35	-	-
4500029630	2/28/2020	ASPEN Refrigerants Inc		R170-RAIL/LRV HVAC	364.20	-	-
4500029631	2/28/2020	Transit Holdings Inc		B140-BUS CHASSIS	341.97	-	-
4500029632	2/28/2020	Transit Holdings Inc		B140-BUS CHASSIS	944.69	-	-
4500029633	2/28/2020	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	898.94	-	-
4500029634	2/28/2020	Annex Automotive and		R240-RAIL/LRV REPR PARTS	3,302.35	-	-
4500029635	2/28/2020	Chromate Industrial Corporation		G140-SHOP SUPPLIES	1,284.24	-	-
4500029636	2/28/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	37.52	-	-
4500029637	2/28/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	546.65	-	-
4500029638	2/28/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,808.33	-	-
4500029639	2/28/2020	Schunk Carbon Technology LLC		R220-RAIL/LRV TRUCKS	4,063.90	-	-
4500029640	2/28/2020	Gillig LLC		B250-BUS REPAIR PARTS	7.48	-	-
4500029641	2/28/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	85.51	-	-
4500029642	2/28/2020	Dartco Transmission		P190-REV VEHICLE REPAIRS	400.00	-	-
4500029643	2/28/2020	Graybar Electric Co Inc		M110-SUB STATION	7,822.65	-	-
4500029644	2/28/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	165.03	-	-
4500029645	2/28/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	941.95	-	-
4500029646	2/28/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	2,065.37	-	-
4500029647	2/28/2020	JKL Cleaning Systems		G140-SHOP SUPPLIES	290.93	-	-
4500029648	2/28/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	30.20	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029649	2/28/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,129.06	-	-
4500029650	2/28/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	27.99	-	-
4500029651	2/28/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	69.04	-	-
4500029652	2/28/2020	Siemens Mobility, Inc.		M110-SUB STATION	11,043.30	-	-
4500029653	2/28/2020	Kaman Industrial Technologies		G170-LUBRICANTS	47.44	-	-
4500029654	2/28/2020	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	67.35	-	-
4500029655	2/28/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	3,740.05	-	-
4500029656	2/28/2020	TK Services Inc		B110-BUS HVAC SYSTEMS	1,144.73	-	-
4500029657	2/28/2020	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	695.74	-	-
4500029658	2/28/2020	Mark Carass		C130-CONSTRUCTION SVCS	996.00	-	-
4500029659	3/2/2020	Staples Contract & Commercial Inc		G210-OFFICE FURNITURE	538.73	-	-
4500029660	3/2/2020	Cummins Pacific LLC		B140-BUS CHASSIS	3,266.42	-	-
4500029661	3/2/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	3,480.65	-	-
4500029662	3/2/2020	Transit Holdings Inc		B130-BUS BODY	1,457.38	-	-
4500029663	3/2/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	4,071.94	-	-
4500029664	3/2/2020	Waxie's Enterprises Inc.		G130-SHOP TOOLS	551.08	-	-
4500029665	3/2/2020	DoAll Company		R230-RAIL/LRV MECHANICAL	2,821.65	-	-
4500029666	3/2/2020	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	57.73	-	-
4500029667	3/2/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,711.57	-	-
4500029668	3/2/2020	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	324.56	-	-
4500029669	3/2/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	701.25	-	-
4500029670	3/2/2020	OneSource Distributors, LLC		G140-SHOP SUPPLIES	3,006.23	-	-
4500029671	3/2/2020	David Bueltel		G200-OFFICE SUPPLIES	390.00	-	-
4500029672	3/2/2020	711 Print Enterprises Inc		G120-SECURITY	1,010.70	-	-
4500029673	3/2/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	6,976.87	-	-
4500029674	3/2/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	9,340.00	-	-
4500029675	3/2/2020	Wholesale Dealers Painting Products		F120-BUS/LRV PAINT BOOTHS	3,445.47	-	-
4500029676	3/2/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	80.49	-	-
4500029677	3/2/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	1,578.24	-	-
4500029678	3/2/2020	SC Commercial, LLC		B180-BUS DIESEL	7,464.22	-	-
4500029679	3/2/2020	Transit Holdings Inc		B140-BUS CHASSIS	1,873.75	-	-
4500029680	3/2/2020	Muncie Transit Supply		B140-BUS CHASSIS	303.71	-	-
4500029681	3/2/2020	Mcmaster-Carr Supply Co		B130-BUS BODY	53.61	-	-
4500029682	3/2/2020	Acuity Specialty Products Inc		G180-JANITORIAL SUPPLIES	220.02	-	-
4500029683	3/2/2020	Professional Sports		P310-ADVERTISING SERVICES	3,000.00	-	-
4500029684	3/2/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,367.36	-	-
4500029685	3/2/2020	Alliant Insurance Services Inc		P370-RISK MANAGEMENT	1,024.38	-	-
4500029686	3/2/2020	R.S. Hughes Co Inc		B130-BUS BODY	64.26	-	-
4500029687	3/2/2020	Clear Sign & Design Inc	Small Business	G230-PRINTED MATERIALS	1,247.43	-	-
4500029688	3/2/2020	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	23.55	-	-
4500029689	3/2/2020	David Bueltel		G200-OFFICE SUPPLIES	1,743.40	-	-
4500029690	3/2/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	4,848.75	-	-
4500029691	3/2/2020	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	1,262.23	-	-
4500029692	3/2/2020	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	10,464.57	-	-
4500029694	3/3/2020	J H Platinum		P330-UNIFORM RENT/CLEAN	493.50	-	-
4500029695	3/3/2020	Ferguson Enterprises		F110-SHOP/BLDG MACHINERY	1,682.80	-	-
4500029696	3/3/2020	Transit Holdings Inc		B140-BUS CHASSIS	9,374.53	-	-
4500029697	3/3/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	504.94	-	-

Purchase Orders							
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4500029698	3/3/2020	Gillig LLC		B140-BUS CHASSIS	727.57	-	-
4500029699	3/3/2020	City of National City		T110-TRACK, RAIL	1,110.77	-	-
4500029700	3/3/2020	ZOLL Medical Corporation		G200-OFFICE SUPPLIES	64.65	-	-
4500029701	3/3/2020	Geiger Bros		G250-NOVELTIES & AWARDS	4,423.80	-	-
4500029702	3/3/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	116.11	-	-
4500029703	3/3/2020	Team One Repair Inc		G290-FARE REVENUE EQUIP	1,131.38	-	-
4500029704	3/3/2020	Autolift Services Inc	Small Business	F130-VEH HOISTS, JACKS	3,069.63	-	-
4500029705	3/3/2020	OneSource Distributors, LLC		M180-STATION ELECTRICAL	900.79	-	-
4500029706	3/3/2020	Graybar Electric Co Inc		P130-EQUIP MAINT REPR SVC	1,147.57	-	-
4500029707	3/3/2020	Penn Machine Company LLC		R210-RAIL/LRV TIRES	6,399.50	-	-
4500029708	3/3/2020	A+ Auto Center		P210-NON-REV VEH REPAIRS	69.22	-	-
4500029709	3/3/2020	City Treasurer		G120-SECURITY	10.00	-	-
4500029710	3/3/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	199.92	-	-
4500029711	3/3/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	634.00	-	-
4500029712	3/3/2020	Freeby Signs		B250-BUS REPAIR PARTS	222.74	-	-
4500029713	3/3/2020	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	642.85	-	-
4500029714	3/3/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	289.62	-	-
4500029715	3/3/2020	Home Depot USA Inc		G160-PAINTS & CHEMICALS	107.43	-	-
4500029716	3/3/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	36.01	-	-
4500029717	3/3/2020	Professional Contractors Supplies		G140-SHOP SUPPLIES	190.86	-	-
4500029718	3/3/2020	DoAll Company		R210-RAIL/LRV TIRES	150.21	-	-
4500029719	3/3/2020	Kurt Morgan		G140-SHOP SUPPLIES	757.17	-	-
4500029720	3/3/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	27,987.31	-	-
4500029721	3/3/2020	Burke Craghead		P540-MAINTENANCE TRAINING	9,700.00	-	-
4500029722	3/3/2020	Chromate Industrial Corporation		R160-RAIL/LRV ELECTRICAL	646.50	-	-
4500029723	3/3/2020	Reid and Clark Screen Arts Co		P130-EQUIP MAINT REPR SVC	46.90	-	-
4500029724	3/3/2020	Cembre Inc		P130-EQUIP MAINT REPR SVC	386.63	-	-
4500029725	3/3/2020	IFM Efector, Inc.		R160-RAIL/LRV ELECTRICAL	2,413.60	-	-
4500029726	3/3/2020	Data Controls Printworks Inc	Small Business	G230-PRINTED MATERIALS	409.45	-	-
4500029727	3/4/2020	Transit Holdings Inc		B140-BUS CHASSIS	674.45	-	-
4500029728	3/4/2020	Transit Holdings Inc		B130-BUS BODY	3,723.29	-	-
4500029729	3/4/2020	Transit Holdings Inc		G130-SHOP TOOLS	448.60	-	-
4500029730	3/4/2020	J. Perez Associates Inc.		B250-BUS REPAIR PARTS	527.98	-	-
4500029731	3/4/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	270.00	-	-
4500029732	3/4/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	185.50	-	-
4500029733	3/4/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	39.67	-	-
4500029734	3/4/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	2,899.94	-	-
4500029735	3/4/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	150.97	-	-
4500029736	3/4/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	27.99	-	-
4500029737	3/4/2020	Smart Car Care Products Inc		R240-RAIL/LRV REPR PARTS	163.69	-	-
4500029738	3/4/2020	Allied Refrigeration Inc		R170-RAIL/LRV HVAC	1,134.22	-	-
4500029739	3/4/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	65.36	-	-
4500029740	3/4/2020	Westinghouse Air Brake		R140-RAIL/LRV DOORS/RAMP	163.95	-	-
4500029741	3/4/2020	GCCCD Auxiliary Organization		P490-MANAGEMENT TRAINING	249.00	-	-
4500029742	3/4/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,549.84	-	-
4500029743	3/4/2020	Gillig LLC		B130-BUS BODY	1,551.30	-	-
4500029744	3/4/2020	Sherwin Williams Company		B250-BUS REPAIR PARTS	247.75	-	-
4500029745	3/4/2020	Gillig LLC		B250-BUS REPAIR PARTS	1,134.41	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029746	3/4/2020	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	337.26	-	-
4500029747	3/4/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,602.64	-	-
4500029748	3/4/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	186.95	-	-
4500029749	3/4/2020	Battery Systems Inc		B160-BUS ELECTRICAL	3,033.00	-	-
4500029750	3/4/2020	Specialty Manufacturing Inc		B130-BUS BODY	265.06	-	-
4500029751	3/4/2020	Kurt Morgan		G200-OFFICE SUPPLIES	474.29	-	-
4500029752	3/4/2020	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	183.95	-	-
4500029753	3/5/2020	Vern Rose Inc		G160-PAINTS & CHEMICALS	49.75	-	-
4500029754	3/5/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	2,192.83	-	-
4500029755	3/5/2020	United Refrigeration Inc		G170-LUBRICANTS	164.28	-	-
4500029756	3/5/2020	Data Hardware Depot LP		I110-INFORMATION TECH	1,411.98	-	-
4500029757	3/5/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	270.00	-	-
4500029758	3/5/2020	G & A Auto Air Conditioning		P210-NON-REV VEH REPAIRS	25.00	-	-
4500029759	3/5/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	35.51	-	-
4500029760	3/5/2020	David Glen Bond		G120-SECURITY	720.00	-	-
4500029761	3/5/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	5.14	-	-
4500029762	3/5/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,151.58	-	-
4500029763	3/5/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	3,799.16	-	-
4500029764	3/5/2020	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	80.71	-	-
4500029765	3/5/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	7,662.10	-	-
4500029766	3/5/2020	Ahlee Backflow Service	Small Business	F110-SHOP/BLDG MACHINERY	224.00	-	-
4500029767	3/5/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	462.39	-	-
4500029768	3/5/2020	Supreme Oil Company		B180-BUS DIESEL	7,664.10	-	-
4500029769	3/5/2020	Golden State Supply LLC		G140-SHOP SUPPLIES	15.06	-	-
4500029770	3/5/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	283.86	-	-
4500029771	3/5/2020	Ahlee Backflow Service	Small Business	F110-SHOP/BLDG MACHINERY	891.16	-	-
4500029772	3/5/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,308.10	-	-
4500029773	3/5/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	1,326.40	-	-
4500029774	3/5/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	56.72	-	-
4500029775	3/5/2020	Veritech, Inc.	Small Business	B250-BUS REPAIR PARTS	484.88	-	-
4500029776	3/5/2020	El Dorado Coatings Inc	Small Business	R140-RAIL/LRV DOORS/RAMP	271.53	-	-
4500029777	3/5/2020	Cembre Inc		P130-EQUIP MAINT REPR SVC	1,250.15	-	-
4500029778	3/6/2020	B&H Photo & Electronics Corp		G200-OFFICE SUPPLIES	314.95	-	-
4500029779	3/6/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	57.73	-	-
4500029780	3/6/2020	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	222.12	-	-
4500029781	3/6/2020	Kurt Morgan		G200-OFFICE SUPPLIES	450.50	-	-
4500029782	3/6/2020	Transit Holdings Inc		B140-BUS CHASSIS	77.43	-	-
4500029783	3/6/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	50.68	-	-
4500029784	3/6/2020	Appleone Employment Services		P450-PERSONNEL SVCS	26,176.00	-	-
4500029785	3/6/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	115.91	-	-
4500029786	3/6/2020	SC Commercial, LLC		B180-BUS DIESEL	7,275.75	-	-
4500029787	3/6/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	97.51	-	-
4500029789	3/6/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	74.50	-	-
4500029790	3/6/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	495.48	-	-
4500029792	3/6/2020	Transit Holdings Inc		G150-FASTENERS	166.28	-	-
4500029793	3/6/2020	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	4,902.69	-	-
4500029794	3/6/2020	Sid Tool Co		G180-JANITORIAL SUPPLIES	363.12	-	-
4500029795	3/6/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	487.06	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500029796	3/6/2020	Uline		G200-OFFICE SUPPLIES	172.40	-	-
4500029797	3/6/2020	Patco Industries Inc		M140-WAYSIDE SIGNALS	3,404.90	-	-
4500029799	3/6/2020	Graybar Electric Co Inc		M140-WAYSIDE SIGNALS	3,498.73	-	-
4500029800	3/6/2020	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	2,424.38	-	-
4500029801	3/6/2020	The Gordian Group, Inc.		P120-BLDG/FACILITY REPRS	1,935.17	-	1,117.17
4500029802	3/6/2020	Cummins-Allison		G290-FARE REVENUE EQUIP	448.23	-	-
4500029803	3/6/2020	M Power Truck & Diesel Repair		P130-EQUIP MAINT REPR SVC	3,082.45	-	-
4500029804	3/6/2020	Global Signals Group, Inc.	Small Business	P520-A & E/DESIGN	20,756.91	-	19,999.28
4500029805	3/6/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	2,281.09	-	-
4500029806	3/6/2020	Dell Marketing L.P.		I110-INFORMATION TECH	4,396.20	-	-
4500029807	3/6/2020	CH2M HILL, Inc.		T110-TRACK, RAIL	62,590.20	-	-
4500029808	3/6/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	182.63	-	-
4500029809	3/6/2020	CDW LLC		I110-INFORMATION TECH	445.10	-	-
4500029810	3/6/2020	Reid and Clark Screen Arts Co		G140-SHOP SUPPLIES	7,470.22	-	-
4500029811	3/6/2020	Robcar Corporation	Woman Owned Business	G190-SAFETY/MED SUPPLIES	170.77	-	-
4500029812	3/6/2020	SHI International Corp	Woman Owned Business	I120-INFO TECH, SVCS	53,724.50	-	-
4500029813	3/6/2020	Brian Pusey		G130-SHOP TOOLS	467.94	-	-
4500029814	3/6/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	371.66	-	-
4500029815	3/6/2020	San Diego Community		P540-MAINTENANCE TRAINING	520.00	-	-
4500029816	3/6/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	22.93	-	-
4500029817	3/6/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,254.74	-	-
4500029818	3/6/2020	Tribologik Corporation		G140-SHOP SUPPLIES	329.72	-	-
4500029819	3/6/2020	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	567.24	-	-
4500029820	3/6/2020	Transit Holdings Inc		G290-FARE REVENUE EQUIP	163.10	-	-
4500029821	3/6/2020	Asbury Environmental Services		B200-BUS PWR TRAIN EQUIP	3,685.05	-	-
4500029822	3/6/2020	Dynascale, Inc.		I120-INFO TECH, SVCS	27,188.90	-	-
4500029823	3/6/2020	US Mobile Wireless		B150-BUS COMM EQUIP.	7,828.07	-	-
4500029824	3/6/2020	Dimensional Silk Screen Inc		R120-RAIL/LRV CAR BODY	915.88	-	-
4500029825	3/6/2020	Charter Industrial Supply Inc	Small Business	G130-SHOP TOOLS	2,746.73	-	-
4500029826	3/6/2020	HD Supply Construction Supply, LTD.		M200-YARD FACILITIES	1,465.40	-	-