

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
SEPTEMBER 8, 2006 (Second Friday of Each Month)  
\*SCMTD ENCINAL CONFERENCE ROOM\*  
\*370 ENCINAL STREET, SUITE 100\*  
SANTA CRUZ, CALIFORNIA  
9:00 a.m. – 11:00 a.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://WWW.SCMTD.COM)

## **NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER**

### **SECTION I: OPEN SESSION - 9:00 a.m.**

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. George Dondero, Exec. Dir., SCCRTC Re: Public Transit Resources
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### **CONSENT AGENDA**

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 11 & 25, 2006  
Minutes: **WILL BE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2006  
Report: Attached
- 5-3. ACCEPT AND FILE AUGUST 2006 RIDERSHIP REPORT  
Report: Attached  
**PAGES 1 & 4 OF THE RIDERSHIP REPORT WILL BE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF AMERIPRISE (NGUYEN), CLAIM #06-0017  
**ACTION REQUESTED AT THE SEPTEMBER 8, 2006 BOARD MEETING**
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 20, 2006 AND MINUTES OF JULY 19, 2006  
Agenda/Minutes: Attached

- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS  
Staff Report: **WILL BE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2006; DESIGNATION OF EXCESS SALES TAX FUNDS; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS  
Staff Report: **WILL BE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2006  
Report: Attached
- 5-9. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2006  
Staff Report: Attached
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JULY 2006  
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2006 MEETING(S)  
Staff report: **WILL BE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-12. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: **WILL BE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-13. CONSIDERATION OF AUTHORIZING THE DISPOSAL OF ONE 1986 SERVICE TRUCK, ONE 1985 SERVICE VAN, ONE 1986 SERVICE VAN, TWO (2) 1985 PICK-UP TRUCKS, AND ASSOCIATED PARTS  
Staff Report: Attached
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CLAREMONT BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM  
Staff Report: Attached

## REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Rotkin  
Staff Report: Attached  
**THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 22, 2006 BOARD MEETING**
7. **PUBLIC HEARING:** CONSIDERATION OF MODIFICATIONS TO THE PARATRANSIT PLAN REFERRED TO AS THE PARACRUZ CUSTOMER GUIDE  
Presented by: Steve Paulson, Paratransit Administrator  
Staff Report: Attached  
**PUBLIC HEARING WILL TAKE PLACE AT THE SEPTEMBER 22, 2006 BOARD MEETING**
8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF AN EMERGENCY GENERATOR FOR THE ENCINAL OFFICES  
Presented By: Tom Stickel, Maintenance Manager  
Staff Report: Attached  
**ACTION REQUESTED AT THE SEPTEMBER 8, 2006 BOARD MEETING**
9. CONSIDERATION OF APPROVAL OF CALPERS **RESOLUTIONS** TO FIX THE DISTRICT'S MEDICAL PREMIUM CONTRIBUTION RATES FOR SEIU AND UTU FIXED ROUTE  
Presented By: Robyn Slater, Human Resources Manager  
Staff Report: Attached
10. ACCEPT REPORT ON FEDERAL LEGISLATION FROM CAROLYN CHANEY OF CHANEY & ASSOCIATES, WASHINGTON, DC  
Presented By: Carolyn Chaney, Chaney & Associates  
Oral Report: No documentation attached  
**THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 8, 2006 BOARD MEETING**
11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Significant exposure to litigation exists pursuant to Government Code Section 54956.9 (b) (1))
  - a. Number of Cases: One

### **SECTION III: RECONVENE TO OPEN SESSION**

#### 13. REPORT OF CLOSED SESSION

### **ADJOURN**

### **NOTICE TO PUBLIC**

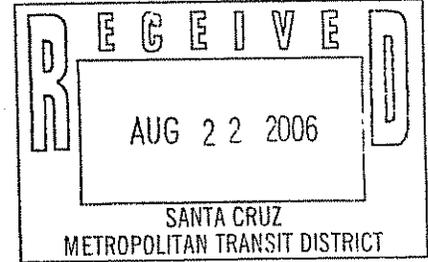
Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Encinal Conference Room is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting.

August 18, 2006



SERVICE AUTHORITY  
FOR FREEWAY  
EMERGENCIES  
(SAFE)

Virginia Johnson, Chair  
County Energy Commission  
701 Ocean Street, Room 330  
Santa Cruz, CA 96060

RAIL/TRAIL  
AUTHORITY

**RE: Letter regarding Public Transit Resources**

COMMUTE  
SOLUTIONS

Dear Ms. Johnson:

TRANSPORTATION  
POLICY WORKSHOP

We have received a copy of your letter to the Board of Supervisors dated July 5, 2006. The letter recommends that the Santa Cruz County Regional Transportation Commission (RTC) reduce the rate at which energy is consumed by prioritizing the enhancement of public transit resources, particularly Metro Bus service. In addition the letter requests that future new local funding mechanisms and projects identified by the Transportation Funding Task Force emphasize public transit and carpool services and facilities. The Energy Commission's letter was provided to the RTC and will be forwarded to the Transportation Funding Task Force.

BUDGET &  
ADMINISTRATION  
PERSONNEL  
COMMITTEE

The Regional Transportation Commission (RTC) has continually placed a high emphasis on developing and maintaining a multi-modal transportation system, including transit service and carpool programs. Through the regional transportation planning process, the most current of which is the *2005 Regional Transportation Plan*, the RTC has established several goals and policies related to maintaining and improving these systems. One of the RTC's goals is to increase the efficiency of the existing transportation system. One of the related policies is to "ensure that transportation projects either contribute to improved regional air quality and reduced energy consumption or, at a minimum, do not worsen existing conditions."

INTERAGENCY  
TECHNICAL  
ADVISORY  
COMMITTEE

In support of the region's transit system, the RTC designates 85.5% of the region's Transportation Development Act funds (1/4 cent sales tax) to the Santa Cruz Metropolitan Transit District<sup>1</sup>. This fiscal year, approximately \$5.9 million will be allocated to transit from Transportation Development Act funds and an additional \$4.7 million in State Transit Assistance funds.

BICYCLE COMMITTEE

Early this year, the RTC designated an additional \$12.5 million of the region's share of new State Transportation Improvement Program (STIP) funds to

ELDERLY & DISABLED  
TRANSPORTATION  
ADVISORY COMMITTEE

various Transit District capital projects, including conversion/replacement of diesel buses with Compressed Natural Gas (CNG) vehicles.

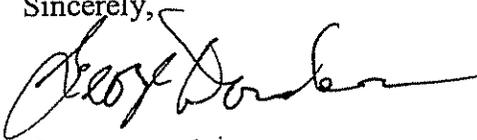
Unfortunately, even with the existing funding sources – a separate ½ cent sales tax that is dedicated to the Santa Cruz Metropolitan Transit District, the Transportation Development Act (1/4 cent sales tax) funds allocated to the bus system, and various funds that are available for capital transit projects – resources for transit service expansion are extremely constrained. These funds, as with the majority of transportation funds, are dependent on the economy and fluctuate with good and bad economic times. The Transportation Funding Task Force will be asked to consider these funding challenges in developing its recommendations.

In support of carpool services and facilities, the RTC funds and operates the regional rideshare program, Commute Solutions (831/429-POOL). This program helps travelers form carpools and vanpools. The RTC also encourages and promotes use of the 7 park-and-rides lots located throughout the County. Finally, the RTC is currently studying options to expand facilities in Santa Cruz County to encourage the use of more efficient alternatives to the single occupant vehicle, including park-and-ride lots and the possible addition of a carpool lane along Highway 1.

The RTC is committed to continue funding to the region's transit system and promoting transit use, carpooling, and other forms of alternative transportation which will help reduce our community's consumption of energy.

Thank you for your efforts to ensure that county resources are allocated in accordance with energy efficient principals.

Sincerely,



George Dondero  
Executive Director

Cc: Les White, Santa Cruz Metropolitan Transit District, Director  
Mike Rotkin, Santa Cruz Metropolitan Transit District Chair  
Ellen Pirie, Santa Cruz Regional Transportation Commission Chair  
Mark Stone, Board of Supervisors, Chair  
Fred Keeley, Transportation Funding Task Force, Convener

Attachments:

- 7/5/06 letter from the Energy Commission to County Supervisors
- 7/26/06 letter from County Supervisors to the Energy Commission

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85.5% of the remaining funds after RTC administrative and planning funds are allocated from the TDA.

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 08/01/06 THRU 08/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19259	08/04/06	493.49	001	SBC		8999	JULY REPEATERS/OPS	406.97	
						9000	JULY REPEATERS/OPS	86.52	
						9001	HAZ WASTE DISPOSAL	400.00	
19260	08/04/06	400.00	001016	ALLARD'S SEPTIC SERVICE, INC.		9002	SAFETY SUPPLIES 93	103.69	
19261	08/04/06	103.69	001020	EMED COMPANY		9003	MB RELOCATION SVC	187.50	
19262	08/04/06	187.50	001027	OVERLAND PACIFIC & CUTLER, INC		9004	COMPUTER SUPPLIES/IT	1,472.98	
19263	08/04/06	1,472.98	001029	GOLDEN GATE SYSTEMS		9005	MB 06 JUN PROF SVCS	39,965.00	
19264	08/04/06	39,965.00	001035	HARRIS & ASSOCIATES		9006	AUG LIFE/AD&D INS	5,412.73	
19265	08/04/06	5,412.73	001036	STANDARD INSURANCE COMPANY		9007	AUG VISION INS	10,650.90	
19266	08/04/06	10,650.90	001043	VISION SERVICE PLAN		9008	JUNE 06 PROF SVCS	125.00	
19267	08/04/06	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		8956	REV VEH PARTS 18	18.00	
19268	08/04/06	2,987.18	001063	NEW FLYER INDUSTRIES LIMITED		8957	REV VEH PARTS 307	307.18	
						8958	REV VEH PTS(545)	-545.00	
						8959	REV VEH PARTS 742	742.23	
						8960	REV VEH PARTS 661	661.00	
						8961	REV VEH PARTS 512	512.45	
						8962	REV VEH PARTS 1291	1,291.32	
19269	08/04/06	1,367.09	001064	MUNICIPAL MAINTENANCE EQUIPMNT		9009	OUT REPAIR-EQUIPMENT	1,367.09	
19270	08/04/06	369.22	001315	WASTE MANAGEMENT		9010	JULY KINGS VILLAGE	154.56	
						9011	JULY MT HERMON/KINGS	44.10	
						9012	JULY RESEARCH PARK	170.56	
19271	08/04/06	79,633.89	001316	DEVCO OIL		8963	7/17-7/31 FUEL FLT	79,633.89	
19272	08/04/06	1,160.25	001506	WESTERN STATES OIL CO., INC.		8964	FUEL/ LUB. FLT	1,160.25	
19273	08/04/06	3,810.00	001523	SANTA CRUZ MEDICAL CLINIC	7	8965	MEDICAL EXAMS FLT	528.00	
						8966	MEDICAL EXAMS FLT	66.00	
						8996	MEDICAL EXAMS OPS	132.00	
						8997	MEDICAL EXAMS OPS	1,056.00	
						8998	MEDICAL EXAMS	66.00	
						9014	MEDICAL EXAMS	1,500.00	
						9015	MEDICAL EXAMS/PT	462.00	
19274	08/04/06	252.50	001992	LRP PUBLICATIONS		9016	DISABILITY COMPL.	252.50	
19275	08/04/06	196.17	002063	COSTCO		8967	PHOTO SUP/PROC OPS	164.51	
						8968	PHOTO PROC OPS	31.66	
19276	08/04/06	198.90	002189	BUS & EQUIPMENT		9017	REV VEH PARTS/PT	198.90	
19277	08/04/06	1,268.00	002211	ANGELO, THOMAS		9018	ARBITRATION SEIU 415	1,268.00	
19278	08/04/06	2,500.00	002267	SHAW & YODER, INC.		9019	JUNE LEGISLATIVE SVC	2,500.00	
19279	08/04/06	1,650.00	002287	CALIFORNIA SERVICE EMPLOYEES		9020	AUG MEDICAL	1,650.00	
19280	08/04/06	3,445.40	002313	HARTSELL & OLIVIERI	7	9082	TRANSCRIPTS/HRD	3,445.40	
19281	08/04/06	5,000.00	002346	CHANNEY, CAROLYN & ASSOC., INC.		9021	AUG LEGISLATIVE SVC	5,000.00	
19282	08/04/06	49.99	002411	BIG O TIRE		8969	OUT RPR OTHER VEH	49.99	
19283	08/04/06	555.65	002504	TIFCO INDUSTRIES		8970	PARTS & SUPPLIES	555.65	
19284	08/04/06	4,076.88	002624	DIGITAL RECORDERS		8971	REV VEH PARTS	3,826.88	
						8972	REV VEH PARTS	250.00	
19285	08/04/06	1,891.11	002627	CDW GOVERNMENT, INC.		9022	OFFICE SUPPLIES/IT	1,891.11	
19286	08/04/06	1,214.13	002802	BATTERY SYSTEMS		8973	REV VEH PARTS	1,214.13	
19287	08/04/06	703.33	002814	CREATIVE BUS SALES, INC.		9023	OUT RPR REV VEH	703.33	
19288	08/04/06	20,499.42	002829	VALLEY POWER SYSTEMS, INC.		8974	OUT RPR REV VEH	2,245.46	
						8975	REV VEH PARTS	537.86	
						8976	REMANUFACTURE ENGINE	17,716.10	
19289	08/04/06	802.00	002847	STATE OF CA-EDD		9024	PARADISE LEVY	802.00	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19290	08/04/06	3.20	002858	VOLUNTEER CENTERS OF SC COUNTY		9025	OVERPAID INV 11327	3.20	
19291	08/04/06	460.76	002859	PO ZHAO AND AIPING ZHANG		9026	PARTIAL GARBAGE/INS	460.76	
19292	08/04/06	1,047.55	009	PACIFIC GAS & ELECTRIC		9027	06/15-07/15 RESEARCH	1,047.55	
19293	08/04/06	220.00	014	CABRILLO COLLEGE		9028	FINGERPRINTING	220.00	
19294	08/04/06	1,017.07	017	SUN MICROSYSTEMS, INC.		9029	7/1-9/30 SVCS	1,017.07	
19295	08/04/06	421.51	020	ADT SECURITY SERVICES INC.		9030	AUG ALARMS	421.51	
19296	08/04/06	181.00	050	PITNEY BOWES INC.		9031	EQUIP. MAINT.AGRMNT	181.00	
19297	08/04/06	68.33	061	REGISTER PAJARONIAN		9032	PUB. NOTICE ADM.7/15	68.33	
19298	08/04/06	32.46	074	KENVILLE LOCKSMITHS	7	8977	PARTS & SUPPLIES	16.23	
						9033	JULY LOCKS/KEYS	16.23	
19299	08/04/06	4,337.28	079	SANTA CRUZ MUNICIPAL UTILITIES		9034	6/24-7/25 ENCINAL ST	101.75	
						9035	6/24-7/25 1200 RIVER	2,020.46	
						9036	6/24-7/25 GOLF CLUB	793.52	
						9037	6/24-7/25 ENCINAL ST	800.37	
						9038	6/24-7/25 111 DUBOIS	310.59	
						9039	5/25-6/23 111 DUBOIS	310.59	
						9040	LOAD TEST ON 76172	1,533.16	
19300	08/04/06	1,533.16	083	THYSSENKRUPP ELEVATOR		9041	JUN OUT RPR/TIRES/PT	989.15	
19301	08/04/06	989.15	085	DIXON & SON TIRE, INC.		8978	PETTY CASH REIMB/FLT	24.28	
19302	08/04/06	24.28	113	SCMTD PETTY CASH - FLEET		8979	REV VEH PARTS	815.64	
19303	08/04/06	837.43	117	GILLIG CORPORATION		8980	REV VEH PARTS	21.79	
						9042	REPAIRS/MAINTENANCE	1,154.31	
19304	08/04/06	1,154.31	186	WILSON, GEORGE H., INC.		9043	REPAIRS/MAINTENANCE	1,326.07	
19305	08/04/06	1,326.07	192	ALWAYS UNDER PRESSURE		8981	UNIF/LAUNDRY OPS	260.56	
19306	08/04/06	260.56	220	JONES COMPANY, THE ED		8982	REV VEH PARTS 3761	3,761.42	
19307	08/04/06	3,761.42	221	VEHICLE MAINTENANCE PROGRAM		9044	REPAIRS/MAINTENANCE	216.08	
19308	08/04/06	216.08	282	GRAINGER		9045	OFF SUPP/MAINT 2227	3,256.86	
19309	08/04/06	3,256.86	351	BEI CORPORATION		8983	JULY MAIL /FLT	22.56	
19310	08/04/06	331.28	372	FEDERAL EXPRESS		8984	JULY MAIL/OPS	42.63	
						9046	JULY MAILING/HRD	62.87	
						9047	JUNE/JULY MAIL/ADM	203.22	
						8986	JUNE CNG/FLT	7.45	
19311	08/04/06	7.45	418	COUNTY OF SANTA CRUZ		8985	OUT RPR EQUIP	105.88	
19312	08/04/06	105.88	418A	COUNTY OF SANTA CRUZ		9048	TEMP W/E 6/25 ADMIN	930.00	
19313	08/04/06	2,197.13	432	EXPRESS PERSONNEL SERVICES		9049	TEMP W/E 7/9 ADMIN	558.00	
						9050	TEMP W/E 7/2 ADMIN	709.13	
						9051	WIRELESS PC CARD	66.22	
19314	08/04/06	66.22	434	VERIZON WIRELESS		8995	MT BIEWLASKI	53.84	
19315	08/04/06	53.84	434B	VERIZON CALIFORNIA		9013	JUNE ACCESS CHARGES	81.95	
19316	08/04/06	81.95	436	WEST PAYMENT CENTER		8987	REV VEH PARTS	162.08	
19317	08/04/06	162.08	461	VULTRON INC.		9052	AUG PEST CONTROL	333.00	
19318	08/04/06	333.00	481	PIED PIPER EXTERMINATORS, INC.		8988	REV VEH PARTS	466.21	
19319	08/04/06	466.21	511	LUMINATOR		9053	ASPHALT PATCH/CHINA	2,880.00	
19320	08/04/06	2,880.00	550	EARTHWORKS	7	9054	REPAIRS/MAINTENANCE	99.24	
19321	08/04/06	99.24	637	FOSTER BROTHERS		8989	OFFICE SUPPLIES	50.74	
19322	08/04/06	213.41	647	GFI GENFARE		8990	REV VEH PARTS	162.67	
						9055	5/15-7/15 KINGS VILL	74.39	
19323	08/04/06	74.39	667	CITY OF SCOTTS VALLEY		8991	OUT RPR/CLOCK	95.00	
19324	08/04/06	95.00	699	SALINAS CASH REGISTER CO INC		9056	6/22-6/28 PROF SVCS	2,472.20	
19325	08/04/06	2,472.20	718	BOSTER, KOBAYASHI & ASSOC. INC	7	9057	AUG EAP PREMIUM	1,078.70	
19326	08/04/06	1,078.70	733	CLAREMONT BEHAVIORAL SERVICES					

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19327	08/04/06	202.15	754	WINZER CORPORATION		8992	PARTS & SUPPLIES	202.15	
19328	08/04/06	160.60	794	MCBRIDE & ASSOCIATES		9058	LEGAL TRANSCRIPT/RIS	160.60	
19329	08/04/06	37,817.75	800	DELTA DENTAL PLAN		9059	AUG DENTAL	37,817.75	
19330	08/04/06	2,249.30	852	LAW OFFICES OF MARIE F. SANG	7	9060	WORKERS COMP CLAIMS	1,720.00	
						9061	WORKERS COMP CLAIMS	60.00	
						9062	WORKERS COMP CLAIMS	309.00	
						9063	WORKERS COMP CLAIMS	160.30	
						9064	425 FRONT APPRAISAL	4,000.00	
19331	08/04/06	4,000.00	853	ZELLER APPRAISAL SERVICES, INC		9065	TEMP/FIN W/E 7/16	960.00	
19332	08/04/06	1,728.00	878	KELLY SERVICES, INC.		9066	TEMP/FIN W/E 7/9	768.00	
						9067	PROF SVCS THRU 6/30	38,243.78	
19333	08/04/06	38,243.78	904	RNL DESIGN		8993	OUT RPR REV VEH	1,540.65	
19334	08/04/06	1,540.65	909	CLASSIC GRAPHICS		8994	2007 FORD PICKUP	25,084.82	
19335	08/04/06	25,084.82	954	DOWNTOWN FORD SALES		9068	JUNE 06 PT SVCS	17,004.81	
19336	08/04/06	17,004.81	977	SANTA CRUZ TRANSPORTATION, LLC		9069	JULY BOARD MTG	100.00	
19337	08/04/06	100.00	B003	BEAUTZ, JAN	7	9071	JULY BOARD MTG	50.00	
19338	08/04/06	50.00	B006	HINKLE, MICHELLE	7	9072	JULY BOARD MTG	100.00	
19339	08/04/06	100.00	B007	KEOGH, MICHAEL	7	9074	JULY BOARD MTG	100.00	
19340	08/04/06	100.00	B011	REILLY, EMILY	7	9076	JULY BOARD MTG	100.00	
19341	08/04/06	100.00	B012	SPENCE, PAT	7	9078	JULY BOARD MTG	50.00	
19342	08/04/06	50.00	B014	CITY OF WATSONVILLE		9075	JULY BOARD MTG	100.00	
19343	08/04/06	100.00	B015	ROTKIN, MIKE	7	9077	JULY BOARD MTG	100.00	
19344	08/04/06	100.00	B017	STONE, MARK	7	9070	JULY BOARD MTG	100.00	
19345	08/04/06	100.00	B018	BUSTICHI, DENE	7	9073	JULY BOARD MTG	100.00	
19346	08/04/06	100.00	B020	NICOL, KIRBY		9079	TAPE DUPLICATION	37.88	
19347	08/04/06	37.88	E185	DANIEL, REBECCA		9080	DRIVERS LICENSE	64.00	
19348	08/04/06	64.00	E601	ZAMUDO, ARTURO		9081	SETTLEMENT/ RISK	220.90	
19349	08/04/06	220.90	R450	VIGURS, ROBERT		9087	VEH WASH SVCS/PT	1,266.83	
19350	08/18/06	1,266.83	001048	CRUZ CAR WASH		9088	CLEANING SUPPLIES	767.94	
19351	08/18/06	1,115.20	001052	MID VALLEY SUPPLY		9154	CLEANING SUPPLIES	347.26	
19352	08/18/06	8,364.92	001063	NEW FLYER INDUSTRIES LIMITED		9155	REV VEH PARTS 1919	1,919.17	
						9156	REV VEH PARTS 926	925.58	
						9157	REV VEH PARTS 14	14.20	
						9158	REV VEH APRTS 453	452.88	
						9159	REV VEH APRTS 5053	5,053.09	
19353	08/18/06	11,128.50	001075	SOQUEL III ASSOCIATES	7	9000561	RESEARCH PARK RENT	11,128.50	
19354	08/18/06	7,590.00	001076	BROUGHTON LAND, LLC		9000562	110 VERNON ST RENT	7,590.00	
19355	08/18/06	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000563	CAPITOLA MALL RENT	1,407.05	
19356	08/18/06	19.49	001257	DOMINICAN HOSPITAL OF S C		9089	7/18 MEDICAL	19.49	
19357	08/18/06	70,295.38	001316	DEVCO OIL		9160	8/1-8/13 FUEL/FLT	70,295.38	
19358	08/18/06	244.50	001346	CITY OF SANTA CRUZ		9090	INSPECTION SVC MB	244.50	
19359	08/18/06	80.00	001492	EVERGREEN OIL INC.		9091	HAZ WASTE DISPOSAL	80.00	
19360	08/18/06	973.35	001506	WESTERN STATES OIL CO., INC.		9161	FUEL/LUBRICANTS/FLT	973.35	
19361	08/18/06	13,250.22	001648	STEVE'S UNION SERVICE		9092	JULY FUEL/PT	13,250.22	
19362	08/18/06	11,410.00	001976	SPORTWORKS NORTHWEST, INC.		9162	10 BIKE RACKS 11,410	11,410.00	
19363	08/18/06	3,782.31	001A	AT&T/MCI		9093	JULY PHONES/IT	1,486.97	
						9094	JULY PHONES/PT	46.62	
						9095	JULY PHONES	1,747.23	
						9096	JULY PHONES/PT	501.49	
19364	08/18/06	224.24	002063	COSTCO		9097	OFFICE SUPPLY/FIN	30.21	

5-2.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/06 THRU 08/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						9098	PHOTO PROCESS/RISK	15.91	
						9099	LOCAL MEETING EXP	26.38	
						9100	LOCAL MEETING EXP	12.16	
						9163	OFFICE SUPPLIES	34.54	
						9164	PHOTO PROC/ OPS	26.87	
						9165	PHOTO PROC/ OPS	27.14	
						9166	PHOTO PROC/ OPS	51.03	
19365	08/18/06	8,873.25	002116	HINSHAW, EDWARD & BARBARA	7	9000564	370 ENCINAL RENT	8,873.25	
19366	08/18/06	14,214.64	002117	IULIANO	7	9000565	111 DUBOIS RENT	11,214.64	
						9000566	115 DUBOIS RENT	3,000.00	
19367	08/18/06	187.40	002189	BUS & EQUIPMENT		9101	REV VEH PARTS/PT	187.40	
19368	08/18/06	317.53	002313	HARTSELL & OLIVIERI	7	9102	TRANSCRIPTS/HRD	317.53	
19369	08/18/06	671.15	002406	KHS INDUSTRIAL TOOLS & SUPPLIE					VOIDED
	08/30/06	-671.15				9167	REV VEH PARTS	0.00	
19370	08/18/06	883.50	002495	CURIALE DELLAVERSON HIRSCHFELD	7	9103	6/12-6/20 LEGAL SVCS	883.50	
19371	08/18/06	18.20	002504	TIFCO INDUSTRIES		9168	PARTS & SUPPLIES	18.20	
19372	08/18/06	53,320.25	002569	COMERICA BANK		9104	WORK COMP FUND	53,320.25	
19373	08/18/06	25.00	002607	STAVELEY SERVICES FLUIDS		9212	OUT RPR REV VEH	25.00	
19374	08/18/06	973.31	002802	BATTERY SYSTEMS		9169	REV VEH PARTS	973.31	
19375	08/18/06	5,168.45	002805	TELEPATH CORPORATION		9170	AUG MAINT/RPRS	2,439.91	
						9171	OUT RPR EQUIP	2,728.54	
19376	08/18/06	1,987.09	002817	WATSONVILLE BLUEPRINT		9105	MB PLANS/ADM	1,987.09	
19377	08/18/06	5,618.83	002823	PAT PIRAS CONSULTING	7	9106	PROF SVCS THRU 7/31	5,618.83	
19378	08/18/06	237.38	002826	HOLIDAY MUFFLER SERVICE		9172	OUT RPR OTHER VEH	237.38	
19379	08/18/06	9,280.12	002829	VALLEY POWER SYSTEMS, INC.		9173	REBUILD TRANSMISSION	7,390.78	
						9174	REV VEH PARTS	613.63	
						9175	REV VEH PARTS	563.90	
						9176	REV VEH PARTS	519.60	
						9177	REV VEH PARTS	192.21	
19380	08/18/06	145.09	002861	AMERICAN MESSAGING SVCS, LLC		9107	AUG PAGERS/FAC	113.29	
						9178	AUG PAGER/ FLT	31.80	
19381	08/18/06	3,128.00	002864	OESTREICH, HERBERT PH.D		9108	METRO/UTU PROF.SVC	3,128.00	
19382	08/18/06	294.96	007	UNITED PARCEL SERVICE		9215	JULY/AUG FRT OUT	294.96	
19383	08/18/06	22,158.63	009	PACIFIC GAS & ELECTRIC		9109	7/6-8/4 920 PACIFIC	2,061.56	
						9110	6/28-7/31 FLEET	5,810.01	
						9111	6/30-8/1 370 ENCINAL	3,832.93	
						9112	7/1-7/31 110 VERNON	14.11	
						9113	7/1-7/31 1200 RIVER	1,853.92	
						9179	7/01-7/31 CNG	8,586.10	
19384	08/18/06	22,537.82	018	SALINAS VALLEY FORD SALES		9180	REV VEH PARTS	3,407.34	
						9181	REV VEH PARTS	8,614.89	
						9182	REV VEH PRT/SM TOOL	10,515.59	
19385	08/18/06	98.30	039	KINKO'S INC.		9183	PRINTING-OPS	98.30	
19386	08/18/06	298.20	042	ORCHARD SUPPLY HARDWARE		9114	REPAIRS/MAINTENANCE	298.20	
19387	08/18/06	1,702.63	043	PALACE ART & OFFICE SUPPLY		9115	OFFICE SUPPLIES	1,702.63	
19388	08/18/06	209.54	061A	REGISTER PAJARONIAN		9184	CLASS ADV/FLT	209.54	
19389	08/18/06	62.24	074	KENVILLE LOCKSMITHS	7	9116	JULY LOCKS/KEYS	13.53	
						9185	REV VEH PARTS	48.71	
19390	08/18/06	27.28	075	COAST PAPER & SUPPLY INC.		9117	CLEANING SUPPLIES	27.28	
19391	08/18/06	2,848.31	079	SANTA CRUZ MUNICIPAL UTILITIES		9118	6/6-8/3 RESEARCH PRK	592.41	

5-2.4

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/06 THRU 08/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						9119	6/28-7/27 PACIFIC AV	2,148.58	
						9120	6/28-7/27 PACIFIC AV	107.32	
19392	08/18/06	12,871.36	085	DIXON & SON TIRE, INC.		9186	TIRES/TUBES FLT JULY	10,936.52	
						9187	TIRES/TUBES FLT JUNE	1,934.84	
19393	08/18/06	66.00	087	RECOGNITION SERVICES		9121	EMP INCENTIVE 18	66.00	
19394	08/18/06	699.54	107	SAN LORENZO LUMBER		9122	REPAIRS/MAINTENANCE	89.98	
						9123	REPAIRS/MAINTENANCE	599.83	
						9188	PARTS & SUPP/FLT	9.73	
19395	08/18/06	2,519.58	110	JESSICA GROCERY STORE, INC.		9000567	CUSTODIAL SERVICES	2,519.58	
19396	08/18/06	116.19	117	GILLIG CORPORATION		9189	REV VEH PARTS	26.26	
						9190	REV VEH PARTS	89.93	
19397	08/18/06	100.00	128	COSTCO WHOLESALE MEMBERSHIP		9124	MEMBERSHIP RENEWAL	100.00	
19398	08/18/06	2,303.89	130	CITY OF WATSONVILLE UTILITIES		9125	7/3-8/1 25 SAKATA LN	75.12	
						9126	7/1-8/4 25 SAKATA LN	13.73	
						9127	7/1-8/4 RODRIGUEZ ST	9.70	
						9128	5/2-7/6 RODRIGUEZ ST	737.42	
						9129	5/2-7/6 RODRIGUEZ ST	112.56	
						9130	5/2-7/6 RODRIGUEZ ST	39.24	
						9131	CONTAINER/RODRIGUEZ	1,316.12	
19399	08/18/06	1,157.89	135	SANTA CRUZ AUTO PARTS, INC.		9132	REV VEH PARTS/SUPPLY	692.26	
						9191	REV VEH PTS/SUPPLIES	465.63	
						9192	CLEANING SUPPLIES	1,454.62	
19400	08/18/06	1,454.62	148	ZEP MANUFACTURING COMPANY		9193	COPIER LEASE/OPS	779.40	
19401	08/18/06	779.40	215A	IKON FINANCIAL SERVICES		9194	REV VEH PARTS 697	697.40	
19402	08/18/06	697.40	221	VEHICLE MAINTENANCE PROGRAM		9133	REPAIRS/MAINTENANCE	54.07	
19403	08/18/06	54.07	282	GRAINGER		9134	DOOR SVC	528.58	
19404	08/18/06	528.58	291	STANLEY ACCESS TECHNOLOGIES		9135	TV COVERAGE 7/28 MTG	184.00	
19405	08/18/06	184.00	367	COMMUNITY TELEVISION OF		9195	JULY MAIL/FLT	87.52	
19406	08/18/06	87.52	372	FEDERAL EXPRESS		9136	OUT RPR BLDGS/GRNDS	1,670.00	
19407	08/18/06	1,670.00	382	AIRTEC SERVICE		9137	TEMP W/E 7/16 ADM	860.25	
19408	08/18/06	860.25	432	EXPRESS PERSONNEL SERVICES		9138	CIVIL PRO GUIDE	143.97	
19409	08/18/06	143.97	436	WEST PAYMENT CENTER		9139	9/1-10/31 MAINT.FEES	850.36	
19410	08/18/06	850.36	475	TRAPEZE SOFTWARE GROUP, INC.		9196	REV VEH PARTS	5,120.23	
19411	08/18/06	5,120.23	480	DIESEL MARINE ELECTRIC, INC.		9140	DBE FY07 ADVERTISMNT	260.40	
19412	08/18/06	260.40	497B	APTA		9197	REV VEH PARTS	1,647.04	
19413	08/18/06	1,647.04	504	CUMMINS WEST, INC.		9214	PETTY CASH/ CUST SVC	40.94	
19414	08/18/06	40.94	570	SCMTD PETTY CASH - CUST SVC		9198	OFFICE SUPPLIES	312.91	
19415	08/18/06	312.91	580	BLOCK AND COMPANY, INC.		9199	REV VEH PARTS 1107	1,107.00	
19416	08/18/06	1,107.00	623	ROSSBRO ENGINEERING LTD.		9141	PAYROLL MGR LTR	266.43	
19417	08/18/06	266.43	625	ASPEN PUBLISHERS, INC.		9142	JULY INTERPRETER	70.00	
19418	08/18/06	70.00	682	WEISS, AMY L.	7	9143	OUT RPR-REV VEH/PT	138.00	
19419	08/18/06	138.00	764	MERCURY METALS		9144	OUT RPR-REV VEH/ PT	7,052.65	
19420	08/18/06	13,849.95	766	KRAFT'S BODY SHOP		9200	OUT RPR/2003 E350	6,797.30	
19421	08/18/06	3,301.26	809	IBM CORPORATION		9145	7/1/06-6/30/07 MAINT	3,301.26	
19422	08/18/06	91.65	848	SANTA CRUZ ELECTRONICS, INC.		9146	COMPUTER SUPPLIES/IT	50.71	
						9147	COMPUTER SUPPLIES/IT	40.94	
19423	08/18/06	12,805.84	851	I.M.P.A.C. GOVERNMENT SERVICES		9148	4055019201230721	12,805.84	
19424	08/18/06	728.50	852	LAW OFFICES OF MARIE F. SANG	7	9149	WORKERS COMP CLAIMS	728.50	
19425	08/18/06	960.00	878	KELLY SERVICES, INC.		9150	TEMP/FIN W/E 7/23	960.00	
19426	08/18/06	42.50	886	ALL PURE WATER		9201	JULY WATER	42.50	

5-2.5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/06 THRU 08/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19427	08/18/06	13,644.16	909	CLASSIC GRAPHICS		9202	OUT RPR REV VEH	9,579.33	
						9203	OUT RPR REV VEH	4,064.83	
19428	08/18/06	14,583.85	941	ASSURANT EMPLOYEE BENEFITS		9151	AUG LTD INSURANCE	14,583.85	
19429	08/18/06	205.93	973	SANTA CRUZ DODGE		9204	REV VEH PARTS	205.93	
19430	08/18/06	100.00	B016	SKILLICORN, DALE	7	9153	AUG BOARD MTG	100.00	
19431	08/18/06	14.00	E002	STICKEL, TOM		9205	REIMB PARKING	14.00	
19432	08/18/06	10.00	E253	ARELLANO, MARIO		9207	DMV FEES	10.00	
19433	08/18/06	10.00	E484	RAMIREZ, MANUEL		9206	DMV FEES	10.00	
19434	08/18/06	10.00	E602	RUIZ, ESTABAN		9208	DMV FEES	10.00	
19435	08/18/06	74.00	E603	PONS, JUAN		9209	DMV FEES	74.00	
19436	08/18/06	74.00	E604	GUTIERREZ, PEDRO		9210	DMV FEES	74.00	
19437	08/18/06	10.00	E605	HERRERA, OSCAR		9211	DMV FEES	10.00	
19438	08/18/06	771.42	R451	BRENNAN, ELIZABETH/		9152	SETTLEMENT/RISK	771.42	
19439M	08/18/06	17,626.75	002116	HINSHAW, EDWARD & BARBARA	7	9373	370 ENICNAL RENT	17,626.75	MANUAL
				370 ENCINAL RENT					
19440M	08/22/06	2,340.00	080	STATE BOARD OF EQUALIZATION		9307	JULY USE TAX PREPAY	2,340.00	MANUAL
				JULY USE TAX PREPAY					
TOTAL		756,692.82		COAST COMMERCIAL BANK			TOTAL CHECKS	182	756,692.82

5-2.6

**Page 1 of the August Ridership Report  
will be included in the  
September 22, 2006 Board Packet.**

5-3.1

BUS OPERATOR LIFT TEST \*PULL-OUT\*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	1	6	1	5	1	100%
FLYER/LOW FLOOR - 40'	12	2	10	3	7	3	100%
FLYER/LOW FLOOR - 35'	18	4	14	11	3	11	100%
FLYER/HIGH FLOOR - 35'	15	2	13	1	12	1	100%
GILLIG/SAM TRANS - 40'	10	0	10	0	10	0	100%
DIESEL CONVERSION - 35'	15	2	13	12	1	12	100%
DIESEL CONVERSION - 40'	14	3	11	9	2	9	100%
ORION/HIGHWAY 17 - 40'	11	1	10	8	2	8	100%
GOSHEN	3	1	2	0	2	0	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	0	8	7	1	7	100%

5-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF AUGUST 2006

BUS #	DATE	DAY	REASON
9827LF	3-Aug	Thursday	Ramp does not deploy. It does stow, however. Kneel does not work well. Very slow air build up after using Kneel.
2208CG	22-Aug	Tuesday	
2303OR	31-Aug	Thursday	When kneeled, takes a while before it raises back up
8052G	29-Aug	Tuesday	Kneel stopped working
9833G	28-Aug	Monday	Lift ramp not working

- F New Flyer
- G Gillig
- C Champion
- LF Low Floor Flyer
- GM GMC
- CG CNG
- CN SR855 & SR854
- OR Orion/Hwy 17

Note: Lift operating problems that cause delays of less than 30 minutes.

5-3.3

**Page 4 of the August Ridership Report  
will be included in the  
September 22, 2006 Board Packet.**

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Ameriprise (Nguyen)  
Date of Incident: 07/03/06

Received: 07/31/06 Claim #: 06-0017  
Occurrence Report No.: SC 07-06-04

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ \_\_\_\_\_ and reject the balance.

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 8-31-06

---

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 8, 2006.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

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

MG/rb  
Attachment(s)

JUL 27 2006 11:36

LASERJET 3200

**CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

(Pursuant to Section 910 et Seq., Government Code)

Claim # 5607060906-0017

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

1. Claimant's Name: Ameriprise Auto and Home Insurance

Claimant's Address/Post Office Box: 3500 Parkerland Dr.  
De Pere, WI 54115

Claimant's Phone Number: 800-872-5246 ext 5382

2. Address to which notices are to be sent: 3500 Parkerland Dr.  
De Pere, WI 54115

3. Occurrence: \_\_\_\_\_

Date: 7/3/06 Time: 4:00 pm Place: Corner of Ocean and Broadway in Santa Cruz

Circumstances of occurrence or transaction giving rise to claim:  
Our insured's vehicle was stopped at red light in lane to left of bus. The bus made a right turn and the rear of bus struck our insured's vehicle.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: \$1604.98 in damage to vehicle's rear fender

5. Name or names of public employees or employees causing injury, damage, or loss, if known: Driver's Rich Prudent? Bus # 2228

6. Amount claimed now ..... \$ 1604.98

Estimated amount of future loss, if known ..... \$ \_\_\_\_\_

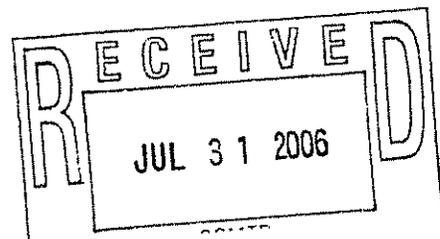
TOTAL ..... \$ 1604.98

7. Basis of above computations: Estimate

Bryan J. Setzer  
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

7/28/06  
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District



5-4.2



3500 Packerland Drive  
De Pere, WI 54115-9070

Ameriprise  
Insurance Company  
AMEX Assurance Company  
IDS Property Casualty  
Insurance Company

August 9, 2006

SANTA CRUZ TRANSPORTATION  
ATTENTION: LISETH GUIZAR  
370 ENCINAL STREET SUITE 100  
SANTA CRUZ CA 95060

RE: OUR CLAIM NO.: 733008K201  
OUR INSURED: MICHELLE KHUC  
DATE OF LOSS: JULY 3, 2006  
YOUR FILE NO.: SC07-06-04  
YOUR INSURED: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
YOUR DRIVER: RICH PRUDENT

Dear:

Our investigation of the above-dated loss has disclosed that your insured is the party responsible for the damages incurred by our insured.

We are hereby notifying you of our subrogation claim in the total amount of \$1604.98.

Property Damage	\$1104.98
Deductible	500.00

**Proofs attached**

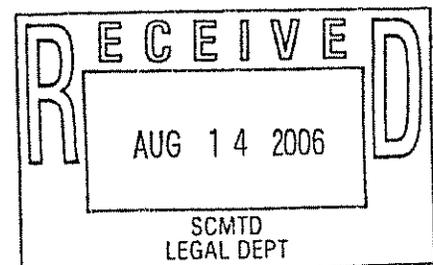
Please forward payment at your earliest convenience.

Please call us with any questions at the phone number listed below and refer to our claim number when calling.

Sincerely,

*Debra Thomson*

Debra Thomson  
Subrogation Representative  
1-800-872-5246 ext #5796  
AMEX Assurance Company



Enc.

5-4.3

**For your protection California law requires the following to appear on this form: "Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."**

5-4.4

Our investigation of the above-dated loss has disclosed that your insured is the party responsible for the damages incurred

We are hereby n

Please forward p

Please call us w  
when calling.

Sincerely,

*Debra Thomson*  
Debra Thomson  
Subrogation Rep  
1-800-872-5246  
AMEX Assuran

Enc

For your protection  
person who knowing  
a crime and may be subject to fines and confinement in state prison."

5-4.5

Payment Detail - 733008 - Khuc Michelle - 07/03/2006

Claimant	Khuc Michelle	Policy	AX01453984
Coverage	Collision	Coverage Deductible	500
		Coverage Limit	200000
Payment Type	Payment	Expense Code	
Payee Information			
Pay To	MICHELLE KHUC	Mail to	MICHELLE KHUC
Tax ID		Address	[REDACTED]
Tax ID		Address	[REDACTED]
Contact		City, State, Zip	[REDACTED]
Check Amount	1104.99	Deduct Red Applies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Approved		Process Date	07/11/2006
Stub Information	THIS CHECK IS TO COVER THE COST TO REPAIR YOUR 2003 TOYOTA CAMRY LESS YOUR \$500.00 DEDUCTIBLE. PAYMENT ISSUED UNDER YOUR COLLISION COVERAGE. ENCLOSED IS A COPY OF YOUR ESTIMATE.		
	<input checked="" type="checkbox"/> Enclosure	<input type="checkbox"/> Overnight	<input type="checkbox"/> Closed File
		<input checked="" type="checkbox"/> Subro Brochure	<input type="checkbox"/> Hold Check in Office
	[Close]		

Claim # 733008G263

To: Brian ex:# 5382  
From: Michelle khuc

Date: 7/6/2006 11:24 AM  
Estimate ID: 3447  
Estimate Version: 0  
Preliminary  
Profile ID: CUSTOMIZED

### Autowest Collision Repairs

1729 Junction Ave. San Jose, CA 95112  
(408) 392-1200  
Fax: (408) 436-1482

Damage Assessed By: CARMEN SANTOS

Payer: Insurance -  
Claim Number: 733008G263

Deductible: UNKNOWN

Owner: MICHELLE KHUC  
Address: [REDACTED]  
Telephone: [REDACTED]

Mitchell Service: 910754

Description: 2003 Toyota Camry LE  
Body Style: 4D Sed  
VIN: 4T1BF32K43U567182  
Color: SILVER  
Options: ALUM/ALLOY WHEELS, AIR CONDITIONING, POWER STEERING, POWER WINDOWS  
POWER DOOR LOCKS, TILT STEERING WHEEL, CRUISE CONTROL, ELECTRIC DEFOGGER  
AUTOMATIC TRANSMISSION, AM-FM STEREO/CDPLAYER(SINGLE)

Vehicle Production Date: 8/03  
Drive Train: 3.0L Inj 6 Cyl 4A FWD  
License: 5DKX703 CA

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
1	900500	BDY*	ADD'L LABOR OP	WE RECOMMENDS TEARDOWN, NOT A FINAL ESExisting			0.0*
2	000029	BDY	REMOVE/INSTALL	FRT BUMPER ASSY			1.5 #
3	000107	BDY	CHECK/ADJUST	HEADLAMPS			0.4
4	000108	BDY	REMOVE/INSTALL	R FRT COMBINATION LAMP			0.3 #
5	000387	BDY	REPAIR	R FENDER PANEL	Existing		2.0* #
6	AUTO	REF	REFINISH	R FENDER OUTSIDE			C 2.1
7	000409	BDY	REMOVE/INSTALL	R FENDER LINER	Existing		0.4*
8	004030	BDY	REPAIR	R FRT DOOR SHELL	Existing		1.0* #
9	AUTO	REF	REFINISH	R FRT DOOR OUTSIDE			C 1.7
10	002142	BDY	REMOVE/INSTALL	R FRT BELT MOULDING			0.8 #
11	002182	BDY	REMOVE/REPLACE	R FRT DOOR ADHESIVE MOULDING	75731-AA070-B0	53.13	0.4
12				ONE TIME USE ONLY			
13	002246	BDY	REMOVE/REPLACE	R FRT DOOR REAR VIEW MIRROR	07910-AA100-B0	238.45	INC #
14	002318	BDY	REMOVE/INSTALL	R FRT DOOR TRIM PANEL			INC
15	002367	BDY	REMOVE/INSTALL	R FRT DOOR HANDLE			0.3
16	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		5.00*	
17	AUTO	REF	ADD'L OPR	CLEAR COAT			1.2*
18	933003	REF	ADD'L OPR	TINT COLOR			0.5*
19	AUTO	REF	ADD'L OPR	FINISH SAND AND BUFF			1.3
20	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		5.00*	0.3*
21	AUTO		ADD'L COST	PAINT/MATERIALS		198.00*	

ESTIMATE RECALL NUMBER: 7/6/2006 11:24:39 3447

Mitchell Data Version: MAY\_06\_A  
UltraMate Version: 5.0.214

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5-4.6

\* - Judgement Item  
 # - Labor Note Applies  
 C - Included in Clear Coat Calc

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	71	75.00	0.00	0.00	532.50	Taxable Parts	291.58
Refinish	71	75.00	5.00	0.00	537.50	Sales Tax @ 8.250%	24.06
Non-Taxable Labor					1,070.00	Total Replacement Parts Amount	315.64
Labor Summary	142				1,070.00		
III. Additional Costs						IV. Adjustments	Amount
Taxable Costs					198.00	Customer Responsibility	0.00
Sales Tax @ 8.250%					16.34		
Non-Taxable Costs					5.00		
Total Additional Costs					219.34		
						I. Total Labor:	1,070.00
						II. Total Replacement Parts:	315.64
						III. Total Additional Costs:	219.34
						Gross Total:	1,604.98
						IV. Total Adjustments:	0.00
						Net Total:	1,604.98

This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

Insurance Co: AMERICAN EXPRESS

ESTIMATE RECALL NUMBER: 7/6/2006 11:24:39 3447

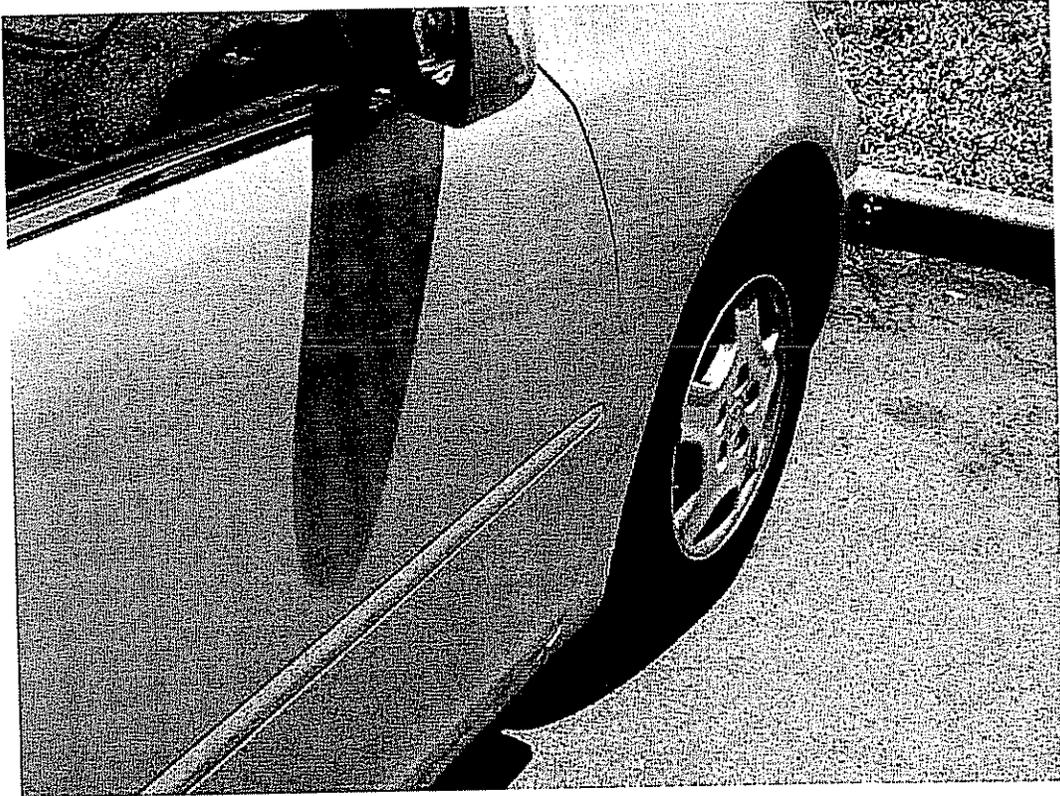
Mitchell Data Version:  
 UltraMate Version:

MAY\_06\_A  
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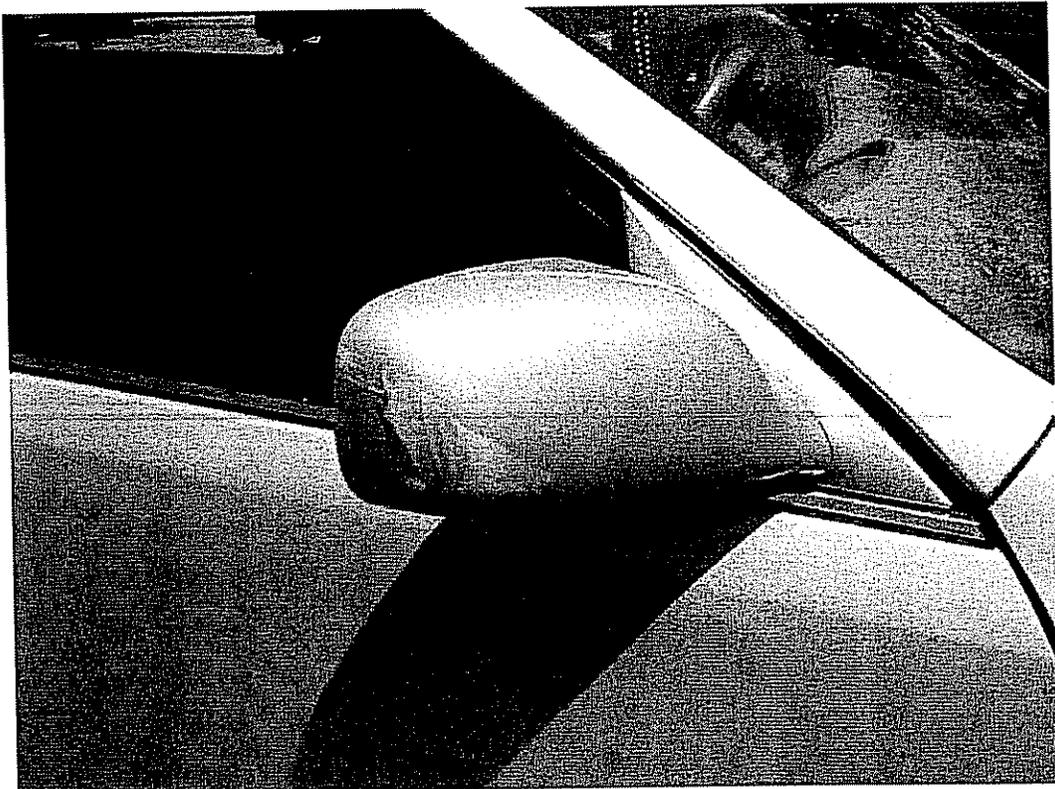
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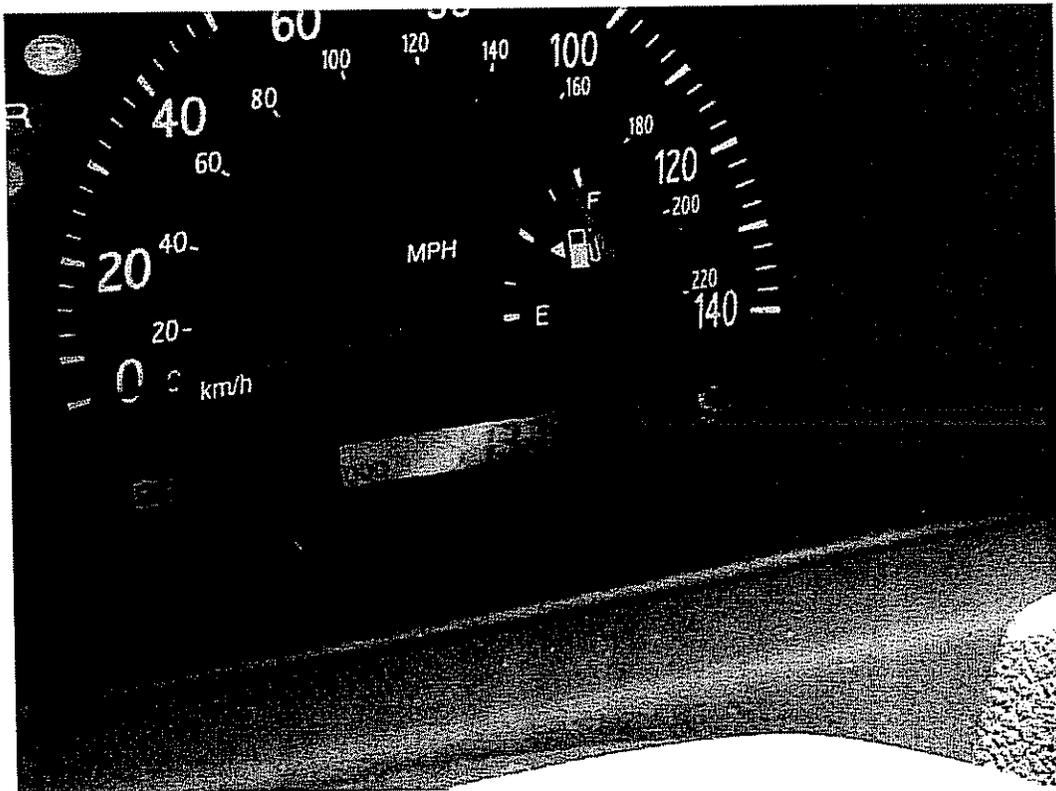
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**Agenda**  
**METRO Advisory Committee**

6:00 pm  
September 20, 2006  
920 Pacific Avenue  
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of August 16, 2006
5. Ridership Report for July 2006
6. ParaCruz Operations Status Report for May 2006
7. Discussion of Ridership Report Improvements
8. Discussion of Airport Transit Brochure
9. Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
10. Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding
11. Consideration Of Requirements Regarding Priority Seating On The Buses
12. Communications to METRO General Manager
13. Communications to METRO Board of Directors
14. Items for Next Meeting Agenda
15. Adjournment

Next Meeting: Wednesday October 18, 2006 @ 6:00 pm  
Santa Cruz Metro Conference Room

5-5.1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

July 19, 2006

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, July 19, 2006 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:05 p.m.

## 1. ROLL CALL:

### MEMBERS PRESENT

Dan Alper  
Norm Hagen, Vice Chair  
Naomi Gunther  
Paul Marcelin-Sampson  
Mara Murphy  
Dennis Papadopulo  
Stuart Rosenstein (arrived after roll call)  
Dave Williams (arrived after roll call)  
Lesley Wright  
Robert Yount, Chair

### MEMBERS ABSENT

None, all present

### STAFF PRESENT

Ciro Aguirre, Operations Manager  
Margaret Gallagher, District Counsel  
Ian McFadden, Transit Planner  
Steve Paulson, Paratransit Administrator  
Les White, General Manager

### VISITORS PRESENT

Carolyn Derwing, UTU  
Bonnie Morr, UTU

## 2. AGENDA ADDITIONS/DELETIONS

None.

## 3. ORAL/WRITTEN COMMUNICATION

Oral: Ian McFadden informed the Committee of a Point-Check Study that was performed in May of 2006. He discussed the results of the study and the timetables of certain routes including a time gain of approximately 1 hour to certain routes at certain times due to heavy traffic on inbound routes. Mr. McFadden then informed the Committee of route changes being introduced by SCMTD some of which were a direct reflection of a proposal presented to MAC by Matthew Melzer (previous MAC Member). Vice Chair Norm Hagen asked Mr. McFadden for written information describing the route changes including any drafts. Mr. McFadden acknowledged that a report was in development and would be presented to MAC when it is available.

Oral: Les White distributed two items: The revised BYLAWS FOR THE METRO ADVISORY COMMITTEE and MAC Bylaws Amendments that are attached to the file copy of these minutes, which summarizes the revisions. Les White discussed information on the revisions to the MAC bylaws and highlighted taking away the term limits and also having the members serve 2-year terms from time of appointment verses cycling through the January appointment period. Mr. White referred to the handouts for specific revisions accepted by the Board of Directors.

5-5.2

Oral: Chair Robert Yount introduced information concerning Anti-Smoking laws and policies in public areas, businesses and cities including Santa Cruz and Capitola. Mr. Yount talked about the Surgeon Generals Report on second-hand smoke and it's effect on public health. Mr. Yount concluded his oral communication by stating he would go into more detail during Item #7 today's Agenda.

**4. CONSIDERATION OF MINUTES OF JUNE 21, 2006**

**ACTION: MOTION: VICE CHAIR NORM HAGEN SECOND: DENNIS PAPADOPULO**

**ACCEPT AND FILE MINUTES OF THE JUNE MEETING AS PRESENTED.**

**Motion passed with Chair Robert Yount and Stuart Rosenstein abstaining and all Members being present.**

**5. RIDERSHIP REPORT OF MAY 2006**

Paul Marcelin-Sampson stated that he would provide the Key for the Ridership Report at the August MAC meeting. He explained how some of the columns are used and said that in order to get the ridership totals to add up you need to subtract all columns (except Revenue) from the total and the remaining number is Paying Cash Fare Ridership that is not represented on the report. Report was accepted.

**6. PARACRUZ OPERATIONS STATUS REPORT FOR MARCH 2006**

Steve Paulson commented on the fact the ParaCruz Operations Status Report has not been included in the MAC packet previously. Mr. Paulson then explained how the updated report is included in the Board Packet each month in order to keep the Board up-to-date on the performance of ParaCruz for the Fiscal Year to date through the month of the report. Paul Marcelin-Sampson commented that the Chart in the report showed a tremendous reduction in Rides by Supplemental Providers from previous years. Steve Paulson explained that in the past Lift Line was required to contract out 70% of rides service. Prior to METRO directly operating ParaCruz, the contracting requirement was removed.

**7. DISCUSSION OF METRO SMOKING/NON-SMOKING POLICY IN AND AROUND TRANSIT CENTERS INCLUDING CONSIDERATION OF PUBLIC OPINION**

Margaret Gallagher distributed a draft of the proposed SCMTD Regulation AR-3011 Anti-Smoking Policy, which is attached to the file copy of these minutes, and Chair Robert Yount instructed the Committee to take a moment to review the draft, particularly the revisions. Mr. Yount handed out an article, which is attached to the file copy of these minutes from the United States Department of Health and Human Services website. The article is called The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General, U.S. Department of Health and Human Services, 6 Major Conclusions of the Surgeon General Report. Mr. Yount described his involvement with smoking/non-smoking issues including 2<sup>nd</sup> hand smoke and the effects it has on health. He gave details and examples of his research along with personal experiences and

opinions on this issue. Mr. Yount stated that the California Air Resource Board (CARB) released a report in January of 2006 declaring 2<sup>nd</sup> Hand Smoke a toxic substance due to chemicals contained within it. He further described the mentioned reports and their contents.

Chair Robert Yount handed out a copy of an email that he sent to Margaret Gallagher, which is attached to the file copy of these minutes. Mr. Yount read the email listing 5 items addressing the SCMTD Smoking/Non-smoking Policy.

Vice Chair Norm Hagen suggested an increased and constant use of signage clearly indicating non-smoking areas would help. Margaret Gallagher pointed out that under 5.01 of the proposed Anti-Smoking Policy the terminology states that signage will be posted at all SCMTD buildings and facilities covered under the policy and asked if anyone had suggestions for alternate wording or signage. Chair Robert Yount suggested adding "No Smoking Within 50 Feet of the Building." Mr. Yount also added that he would like to see signage on the sidewalk/curb/pavement to reduce misinterpretation of exactly where the non-smoking area is designated.

Stuart Rosenstein suggested the wording of item 5.01 could be changed to include areas mentioned in Section III. Margaret Gallagher gave more detail into specific locations covered under the policy clarifying between public areas and employee designated smoking areas. Naomi Gunther stated her concern on the interpretation of signs declaring distance and exactly how that would be determined.

Mara Murphy asked if the policy was primarily focused on employees. Margaret Gallagher explained that it was focused on employees due to the fact that most of SCMTD buildings house employees but further explained that Section II Applicability includes contractors and members of the public. Ms. Murphy then asked who would be doing the monitoring of the smoking policy. Margaret Gallagher explained that SCMDT employees would be disciplined directly by SCMTD and that other agencies could be asked to assist at public places. Ms. Gallagher stated that enforcement of a non-smoking policy in public areas with the public is very difficult. She added by saying it is not SCMTD's intention to have employees confronting the public or public confronting public and having a situation arise that could escalate into an argument or worse. Chair Robert Yount stated that in his opinion it is the responsibility of law enforcement officials to enforce applicable laws and that in the future there will be more support from government agencies.

Paul Marcelin-Sampson suggested rewording item 4.01 to include additional areas stated in Section III and the Greyhound property. Mr. Marcelin-Sampson stated his concern on the enforcement of the policy with the public and the safety of all parties involved. Mara Murphy suggested using an audible announcement at Metro stations and on buses. Although no one endorsed or promoted the act of smoking Bonnie Morr and Carolyn Derwing expressed concern over disciplining employees for smoking. Both Ms. Morr and Ms. Derwing suggested that the SCMTD could possibly introduce incentives and/or assistance for employees to quit smoking. Chair Robert Yount was in favor of this suggestion.

Chair Robert Yount requested to have the non-smoking policy item included on the next MAC Agenda for further discussion.

**8. DISCUSSION OF THE DOT'S PROPOSED RULE CONCERNING MODIFICATIONS TO THE ADA AND RELATED RULES AFFECTING PUBLIC TRANSPORTATION**

Chair Robert Yount referred to letters that are available to use in preparation of communications to the Department of Transportation (DOT) on behalf of SCMTD regarding the ADA rule modifications.

Margaret Gallagher distributed a draft response letter to Docket Management Facility, U.S. Department of Transportation regarding February 27, 2006-Notice of Proposed Rulemaking, 49 C.F.R. Parts 27, 37 and 38, Docket OST – 2006 – 23985 she composed, which is attached to the file copy of these minutes. Ms. Gallagher explained that the SCMTD Board of Directors will review the final letter at the July 28<sup>th</sup> Board Meeting and if it is approved it will be transmitted to the DOT. Ms. Gallagher highlighted two primary issues that were discussed by MAC and included in the letter (not changing the definition of "common wheelchair" and methods of counting missed trips on Paratransit). Dave Williams and Vice Chair Norm Hagen asked that the definitions include scooters and/or personal transport. Ms. Gallagher stated that she would include scooters in the letter and explained that part of the definition of common wheelchair is 48 inches in length. Ms. Gallagher asked that any additional comments or suggestions from MAC be sent to her so it can be included in the letter to the DOT.

**9. REVIEW OF 5-YEAR OPERATING AND CAPITAL FINANCIAL PLAN**

Les White referred to the SCMTD 5-year Budget Framework Report that he handed out at the June 21st MAC meeting. Mr. White explained that the report was put together to provide some guidance for staff and outline the actions that need to be taken in order to realize the goals of SCMTD. Mr. White discussed some of the issues and conditions that SCMTD has experienced in the past and what changes need to be made to correct and improve on them. Mr. White further referred to the report and offered detailed information on certain points clarifying specific issues.

Naomi Gunther asked for supplemental budget information giving more detail to specific issues. Les White clarified what items Ms. Gunther would like information on and stated that the information would be available at next month's MAC meeting.

**10. DISCUSSION OF WEST SIDE PROPOSAL**

Les White stated the route change proposal and recommendations have been submitted to Service Planning and Review Committee (SPARC) and SCMTD is waiting for a response. Mr. White explained that some of the changes would be incorporated into the fall bus schedule. Ian McFadden informed the committee that SCMTD conducts two service changes per year, fall and summer. Chair Robert Yount requested to leave this item on the agenda for next month's MAC meeting.

**11. DISCUSSION OF PARACRUZ CUSTOMER GUIDE CHANGES**

Steve Paulson gave a brief history and introduction of the ParaCruz Customer Guide. Mr. Paulson stated the guide was originally crafted by a group of Paratransit users with the help of a consultant at a time when SCMTD had no direct operational experience with Paratransit. Mr. Paulson explained the layout of the ParaCruz side-by-side comparative guide handout and suggested the MAC members read through the guide comparison and offer any comments or recommendations for changes or alterations.

Chair Robert Yount asked if the members would consider a subcommittee and asked for volunteers. Lesley Wright requested that a block of time be reserved at the next MAC meeting giving everyone time to carefully read through the comparison guide and stated her preference to have MAC discuss the guide as group rather than having a subcommittee. Chair Robert Yount requested the members read through the guide carefully before the next meeting and a large block of time would be set aside to discuss the guide. Mr. Paulson informed the committee the primary changes to the guide are the "No-Show" policy specific wording of the guide.

**12. COMMUNICATIONS TO METRO GENERAL MANAGER**

None.

**13. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**

None.

**14. ITEMS FOR NEXT MEETING AGENDA**

- Ridership Report
- ParaCruz Operations Status Report for April 2006
- Discussion of ParaCruz Customer Guide Changes
- Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
- Discussion of West Side Proposal
- Proposal to End MAC Meetings by 7:55 to Allow Transit Riders Time to Board Buses Departing on the Hour

**ADJOURN**

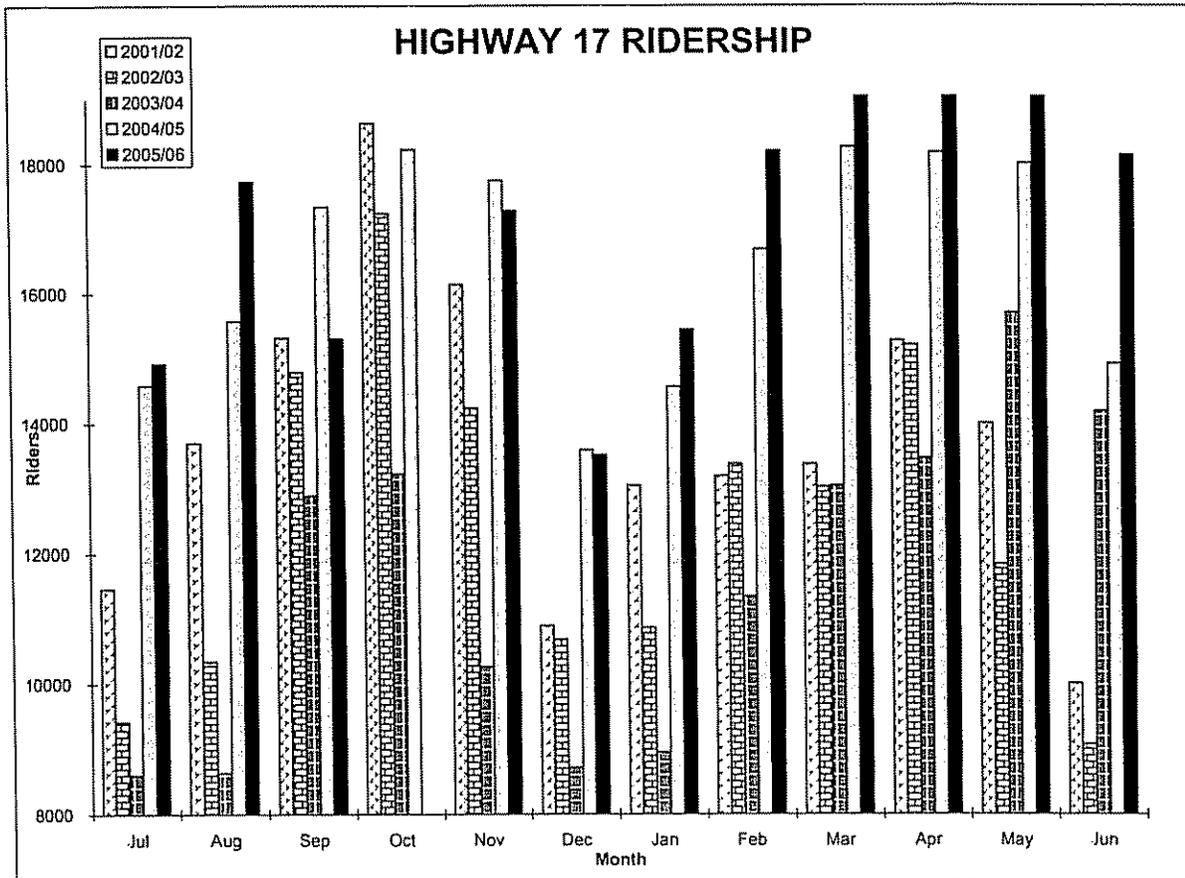
There being no further business, Chair Robert Yount thanked everyone for participating, and he adjourned the meeting at 7:58 p.m.

Respectfully submitted,

  
Dale Hamilton  
ADMINISTRATIVE ASSISTANT

# HIGHWAY 17 - JUNE 2006

	JUNE			YTD		
	This Year	Last Year	%	This Year	Last Year	%
<b>FINANCIAL</b>						
Cost	\$ 135,593	\$ 116,315	16.6%	\$ 1,336,128	\$ 1,374,741	(2.8%)
Farebox	\$ 59,143	\$ 48,576	21.8%	\$ 616,640	\$ 643,281	(4.1%)
Operating Deficit	\$ 73,627	\$ 60,925	20.8%	\$ 636,495	\$ 637,544	(0.2%)
Santa Clara Subsidy	\$ 36,813	\$ 30,463	20.8%	\$ 318,248	\$ 318,772	(0.2%)
METRO Subsidy	\$ 36,813	\$ 30,463	20.8%	\$ 318,248	\$ 318,772	(0.2%)
San Jose State Subsid	\$ -	\$ -		\$ 18,315	\$ 21,096	(13.2%)
AMTRAK Subsidy	\$ 2,823	\$ 6,814	(58.6%)	\$ 64,678	\$ 72,820	(11.2%)
<b>STATISTICS</b>						
Passengers	18,144	14,921	21.6%	189,579	197,718	(4.1%)
Revenue Miles	41,738	41,738	0.0%	441,827	494,234	(10.6%)
Revenue Hours	1,565	1,565	0.0%	16,569	18,533	(10.6%)
Passengers/Day	605	497	21.6%	578	542	6.7%
Passengers/Weekday	694	584	18.8%	710	670	5.9%
Passengers/Weekend	359	258	39.1%	282	244	15.4%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 7.47	\$ 7.80	(4.1%)	\$ 7.05	\$ 6.95	1.4%
Revenue/Passenger	\$ 3.26	\$ 3.26	0.1%	\$ 3.25	\$ 3.25	(0.0%)
Subsidy/Passenger	\$ 4.06	\$ 4.08	(0.6%)	\$ 3.45	\$ 3.33	3.7%
Passengers/Mile	0.43	0.36	21.6%	0.43	0.40	7.3%
Passengers/Hour	11.60	9.54	21.6%	11.44	10.67	7.3%
Recovery Ratio	43.6%	41.8%	4.4%	46.2%	46.8%	(1.4%)



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006  
**TO:** Board of Directors  
**FROM:** Steve Paulson, Paratransit Administrator  
**SUBJECT:** METRO PARACRUZ OPERATIONS STATUS REPORT

## I. RECOMMENDED ACTION

**This report is for information only- no action requested**

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- New regulations regarding lunch and rest breaks became effective August 1, 2005.
- Operating Statistics and customer feedback information reported are for the month of June 2006.

## III. DISCUSSION

METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.

METRO began direct operation of ADA paratransit service (METRO ParaCruz) beginning November 1, 2004. This service had been delivered under contract since 1992.

New regulations requiring meal periods became effective August 1, 2005. This presented new scheduling challenges resulting in decreased driver productivity and increased use of supplemental service providers.

During the month of June, nine (9) service complaints and three (3) compliments were received regarding service issues. One (1) of the service complaints was found to be "not valid". Three (3) complaints were not verified, related to driver attitude. Five (5) of the valid complaints was related to late pick ups.

5-9.1

**Operating Statistics for FY 05-06 through June 2006**

	July 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	June 06
Scheduled	7570	7935	8413	9526	8516	7262	7361	7419	8734	8331	9153	8306
Performed	6513	6799	7220	8384	7199	6202	6405	6360	7819	7019	7892	6910
Total miles	50,755	56,599	55,890	64,163	55,208	49,325	50,259	45,879	59,382	52,181	56,409	50,207
Av trip miles	5.86	6.03	5.69	5.75	5.79	5.71	5.57	5.12	5.58	5.42	5.29	5.28
Within ready window	91.97%	91.99%	90.93%	87.88%	89.67%	92.26%	94.06%	91.24%	90.71%	90.97%	90.37%	88.99%
Excessively late/missed trips	9	12	23	33	19	9	4	22	17	11	20	22
Monthly call volume	6163	6719	6465	7481	6325	5784	5690	5692	6544	5959	6776	6303
Call average seconds to answer	36	29	29	30	26	29	23	23	23	22	26	26
Hold times less than 2 minutes	88%	90%	90%	90%	92%	91%	95%	95%	96%	97%	94%	94%
Distinct riders	795	806	842	878	827	779	748	770	813	817	824	825
Most frequent rider	52 rides	49 rides	57 rides	53 rides	45 rides	43 rides	48 rides	47 rides	56 rides	50 rides	52 rides	43 rides
Shared rides	58.5%	58.9%	63.6%	66.3%	66.1%	60.4%	58.9%	63.5%	64.6%	65.1%	66.7%	64.7%
Passengers per rev hour	1.68	1.38	1.58	1.64	1.66	1.45	1.48	1.53	1.60	1.58	1.68	1.60
Rides by supplemental providers	5.47%	7.94%	8.23%	13.10%	15.19%	6.05%	1.92%	3.21%	7.02%	6.31%	9.66%	12.19%
SCT cost per ride	\$22.23	\$22.79	\$22.95	\$25.17	\$22.73	\$24.40	\$22.46	\$22.78	\$22.85	\$22.88	\$22.51	\$22.68
ParaCruz driver cost per ride (est)	\$23.58	\$24.87	\$23.31	\$25.26	\$24.77	\$24.88	\$24.27	\$24.87	\$24.32	\$24.81	\$24.99	\$24.87
Rides < 10 miles	81.29%	82.85%	79.87%	78.01%	77.89%	79.83%	79.30%	79.63%	78.11%	79.27%	79.71%	79.39%
Rides > 10	18.71%	17.15%	20.14%	21.99%	22.11%	20.17%	20.70%	20.36%	21.89%	20.73%	20.29%	20.60%

5-9.2

**IV. FINANCIAL CONSIDERATIONS**

NONE

**V. ATTACHMENTS**

NONE

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**SUBJECT:** UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

## I. RECOMMENDED ACTION

**This report is for information purposes only. No action is required**

## II. SUMMARY OF ISSUES

- Student trips for July 2006 increased by 5.2% versus July 2005.
- Faculty / staff trips for July 2006 decreased by (15.3%) versus July 2005.
- Revenue received from UCSC for July 2006 was \$46,696 versus \$45,487 for July 2005, an increase of 2.7%.

July	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per Weekday</i> – Faculty / Staff
2006	31,658	17,861	787.5
2005	30,089	21,077	923.2
Monthly Increase-(Decrease)	5.2%	(15.3%)	(14.3%)

## III. DISCUSSION

UCSC Spring instruction ended on June 15<sup>th</sup>, 2006. A summary of the results for July 2006 is:

- Student billable trips for July 2006 were 31,658 vs. 30,089 for July 2005, an increase of 5.2%.
- Faculty / Staff billable trips for July 2006 were 17,861 vs. 21,077 for July 2005, a decrease of (15.3%).
- Average Faculty / Staff billable trips *per weekday* for July 2006 were 787.5 vs. 923.2 for July 2005, a decrease of (14.3%).

5-10.1

**IV. FINANCIAL CONSIDERATIONS**

NONE

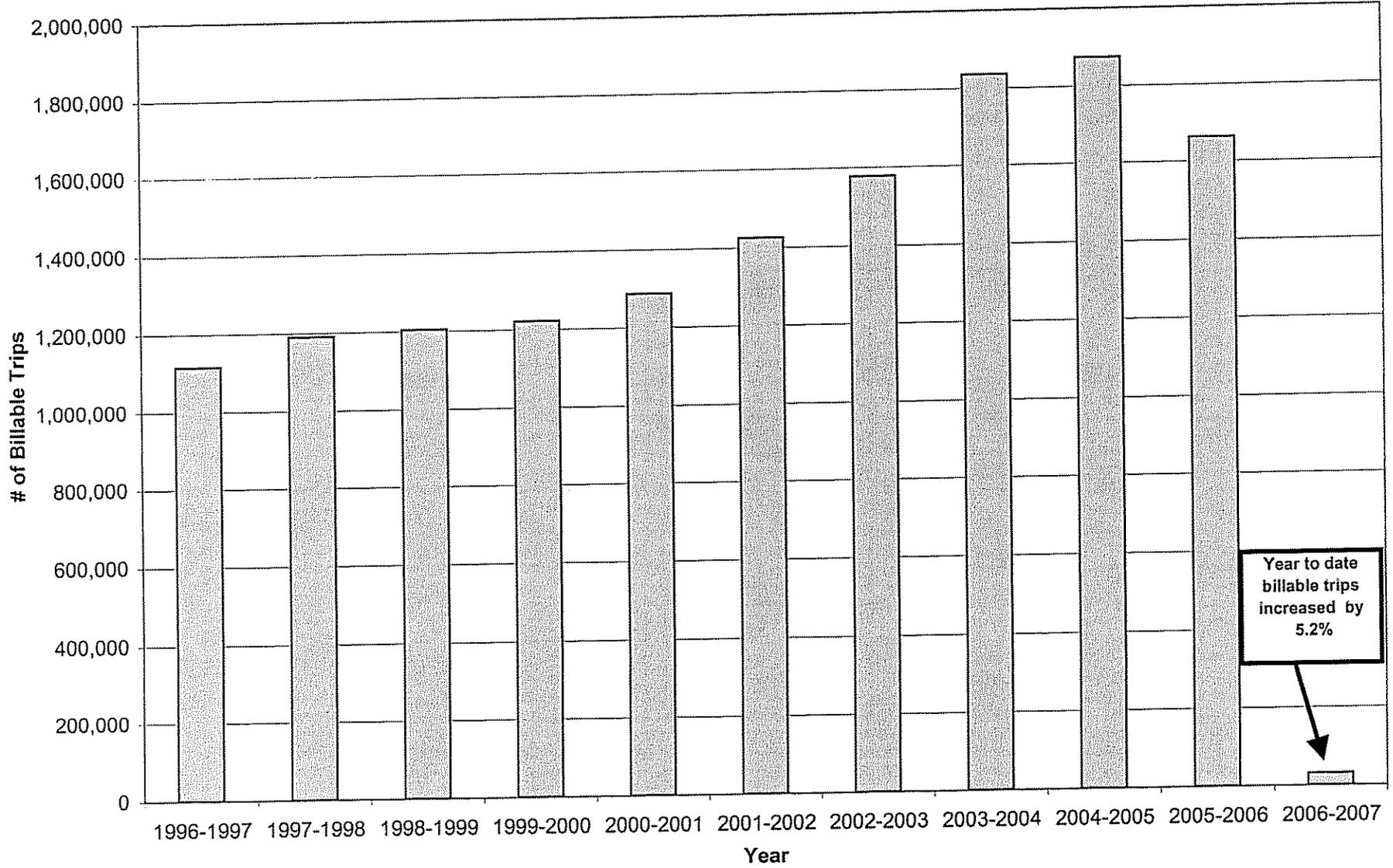
**V. ATTACHMENTS**

**Attachment A: UC Student Billable Trips**

**Attachment B: UCSC Faculty / Staff Billable Trips**

5-10.2

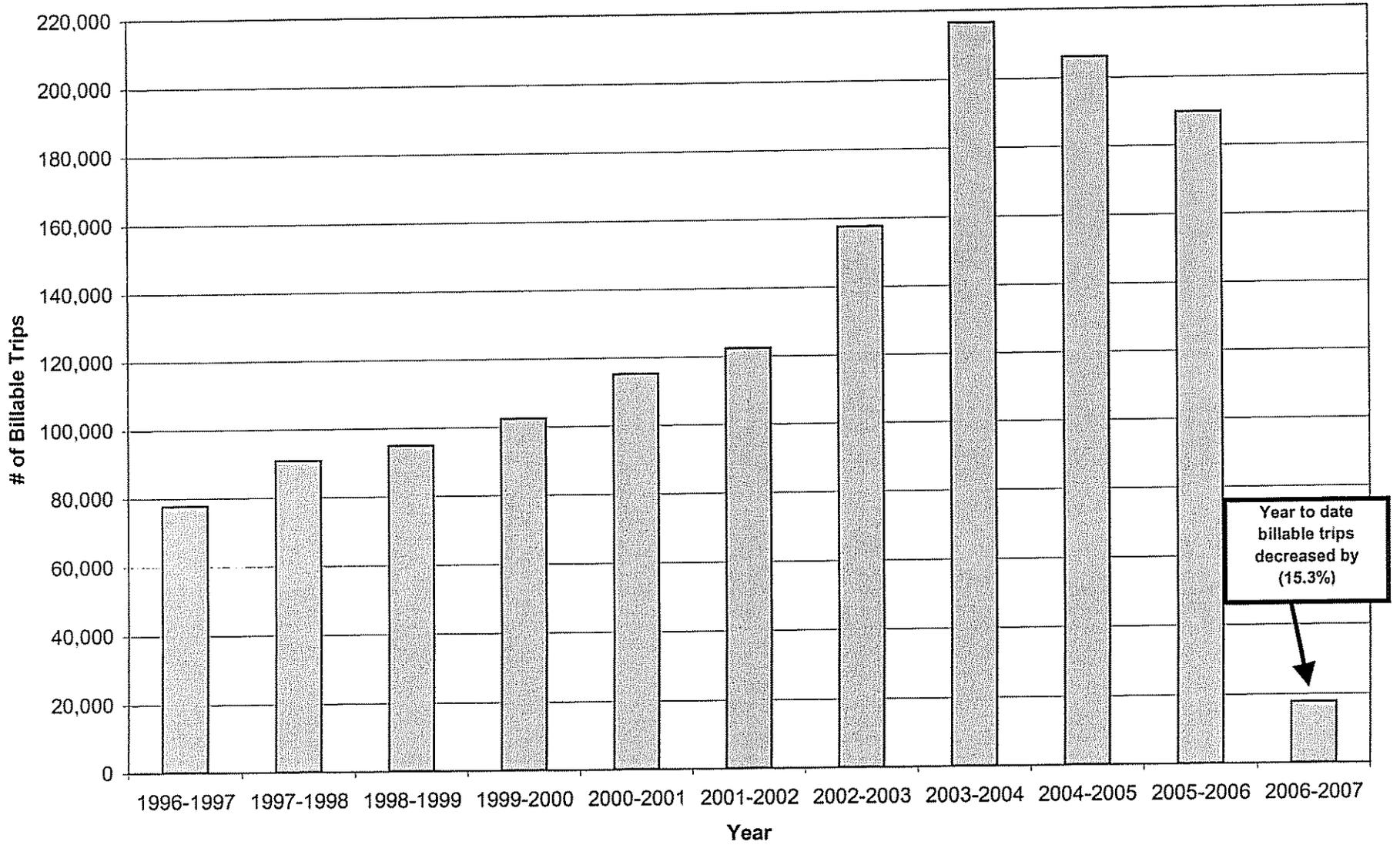
### UCSC Student Billable Trips



5-10.91

Attachment A

### UCSC Faculty / Staff Billable Trips



5-10.61

Attachment B

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006

**TO:** Board of Directors

**FROM:** Elisabeth Ross, Finance Manager

**SUBJECT: AUTHORIZATION FOR DISPOSAL OF ONE 1986 SERVICE TRUCK,  
ONE 1985 SERVICE VAN, ONE 1986 SERVICE VAN, TWO (2) 1985  
PICK-UP TRUCKS, AND ASSOCIATED PARTS**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors declare as excess one 1986 service truck, one 1985 service van, one 1986 service van, two 1985 pick-up trucks, and associated parts.**

## II. SUMMARY OF ISSUES

- In accordance with the District's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The trucks were purchased in 1985 and 1986, and are in poor condition.
- The vans were purchased in 1985 and 1986, have over 200,000 miles each, and are in poor condition.

## III. DISCUSSION

The current market value of the vans and trucks is \$300 each. The parts have a market value of \$150. Upon the Board's declaration of the vehicles as excess, they will be offered for sale by the District's Purchasing Office along with the associated parts inventory.

## IV. FINANCIAL CONSIDERATIONS

None of the vehicles have any remaining book value. Any revenue generated from the sale will be recorded as income.

## V. ATTACHMENTS

**Attachment A:** List of Assets Designated for Disposal as of September 22, 2006

# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT Assets Designated For Disposal As Of September 22, 2006

ASSET NUMBER	DESCRIPTION	PURCHASE DATE	ACQUISITION COST	NET BOOK VALUE	MARKET VALUE	REASON FOR DISPOSAL
8024	1985 Pickup truck	06/06/85	\$ 7,628 09	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8025	1985 Pickup truck	06/06/85	\$ 7,628 05	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8029	1986 Service truck	07/01/86	\$ 13,501 43	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8032	1986 Service van	06/30/87	\$ 11,603 89	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8018	1985 Service van	03/15/85	\$ 13,453 57	\$ -	\$ 300 00	BEYOND USEFUL LIFE
1 Lot	Miscellaneous parts	Various		\$ -	\$ 150 00	BEYOND USEFUL LIFE

5-13.91

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Fleet Maintenance

**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CLAREMONT  
BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE  
PROGRAMS**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Claremont Behavioral Services for employee assistance programs.**

## II. SUMMARY OF ISSUES

- The District has had a contract with Claremont Behavioral Services to provide employee assistance programs for the past three years.
- The current contract, approved by the Board of Directors on October 25, 2002, was for a term of two years with three (3) one-year options for renewal.
- Claremont Behavioral Services has provided excellent service and a one-year extension of the contract is recommended.

## III. DISCUSSION

The Employee Assistance Program provides an opportunity for all District employees and their dependents to obtain confidential assistance in resolving personal problems which may impact work performance. The Employee Assistance Program would provide confidential professional counseling, assessment and referral for the District's approximately 300 employees and their dependents in an effort to address such problems relating to, but not limited to, marriage and family, psychological health, substance abuse, legal or financial issues.

On July 5, 2002, District Request for Proposal No. 02-02 was mailed to several firms and was legally advertised. On August 2, 2002, proposals were received and opened from five (5) firms. On October 25, 2002, the Board of Directors authorized the General Manager to execute a two-year contract with the option of three (3) one-year extensions with Claremont Behavioral Services. Claremont Behavioral Services has provided excellent service and District employees have used the programs significantly. The average in this industry for the number of employees using the service is 5%. The attached Claremont report (Attachment A) shows that the District usage was at 11.3 % for the year. Claremont Behavioral Services has offered to extend the current contract one additional year with no changes in the rates or services.

5-14.1

District staff recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension with Claremont Behavioral Services for employee assistance program services.

**IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the Operating Budget. The estimated annual budget for this contract based on 320 employees is approximately \$12,865.

**V. ATTACHMENTS**

- Attachment A:** Report from Claremont Behavioral Services, Inc.
- Attachment B:** Contract Amendment

# CLAREMONT EAP

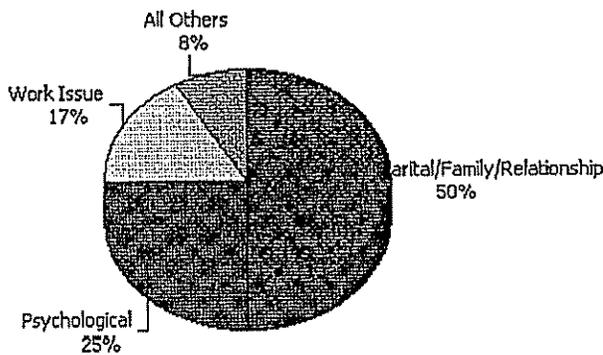
**Santa Cruz Metropolitan Transit District**  
Utilization Report

Reporting Period: 12/1/2005 to 6/30/2006  
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

**Total Utilization Based on 320 Employees**

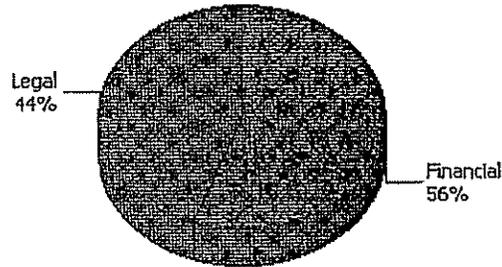
	<u>Cases This Period</u>	<u>Cases YTD</u>	<u>Projected Annual Utilization</u>
<b>Total Cases</b>	<b>21</b>	<b>21</b>	<b>11.3 %</b>
Clinical	12	12	6.5 %
Life Management	9	9	4.8 %

**New Cases: Clinical**



	<u>This Period</u>
<b>Total Clinical Cases</b>	<b>12</b>
Marital/Family/Relationship	6
Psychological	3
Work Issue	2
Medical	1
Addiction/Substance Abuse	0

**New Cases: Life Management**



	<u>This Period</u>
<b>Total Life Mgmt Cases</b>	<b>9</b>
Financial	5
Legal	4
Child Care	0
Community Referral	0
Elder Care	0

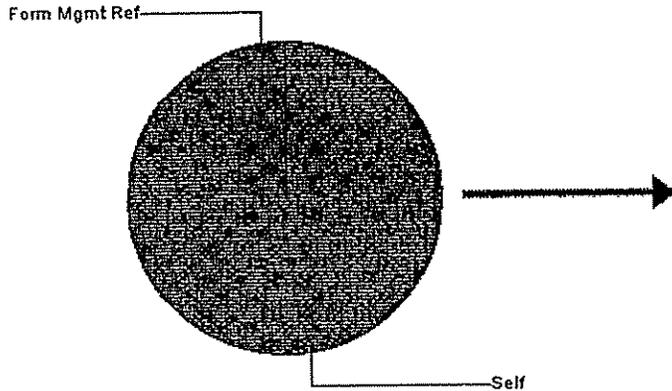
5-14.a1

# CLAREMONT EAP

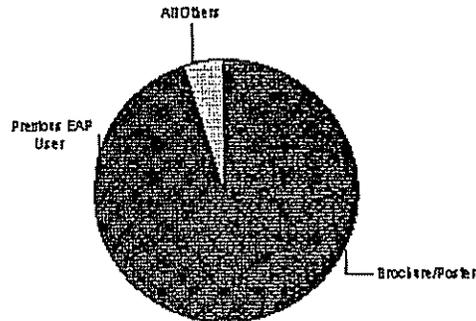
**Santa Cruz Metropolitan Transit District**  
Utilization Report

Reporting Period: 12/1/2005 to 6/30/2006  
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

## Referral Type for New Clinical and Life Management Cases



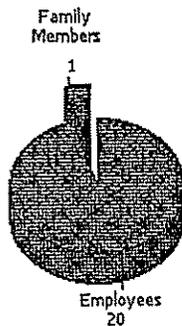
## Source of Self-Referrals



Referral Type	# of cases	% of cases
Self	20	95.2%
Formal Management Referral	1	4.8%
<b>Total</b>	<b>21</b>	<b>100.0%</b>

Self-Referrals	# of cases	% of cases
Co-Worker	1	5.0%
Brochure/Poster	13	65.0%
Previous EAP User	6	30.0%
<b>Total</b>	<b>20</b>	<b>100.0%</b>

## New Cases: Employees vs. Family Members



	# of cases	% of cases
Employees	20	95.2%
Family Members	1	4.8%
<b>Total</b>	<b>21</b>	<b>100.0%</b>

# CLAREMONT EAP

## Santa Cruz Metropolitan Transit District Utilization Report

Reporting Period: 12/1/2005 to 6/30/2006

Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

### Organizational Consultations

**Number of Organizational Consultations** **8**

<b>Consultation Issues*</b>	<b>Frequency*</b>
Training Need	7
Conflict With Co-Worker(s)	1
Formal Work Discipline	1

\* A single consultation may involve more than one issue, and thus the frequency reflects the total count for each type of issue across all consultations.

### Onsite Services

<b>Date of Service</b>	<b>Intervention Description</b>	<b>Hours</b>	
February 13, 2006	Training-	1.00	9 participants
February 13, 2006	Training-	1.00	10 participants
February 16, 2006	Training-	1.00	11 participants
February 17, 2006	Training-	1.00	9 participants
February 17, 2006	Training-	1.00	12 participants
March 7, 2006	Training-	1.00	4 participants
March 7, 2006	Training-	1.00	5 participants

### Account Services

<b>Date of Service</b>	<b>Service Description</b>	
December 7, 2005	Report Sent	
December 7, 2005	Publicity Materials Sent: 1 other document(s)	
December 8, 2005	Publicity Materials Sent: 40 brochures	
December 13, 2005	Program Development Consultation--In Person	2 participants
December 15, 2005	Publicity Materials Sent: 8 poster(s)	
January 9, 2006	Distributed Newsletter (1st Quarter 2006)	
February 1, 2006	Distributed Resource Packet (Elder Care Support)	
March 7, 2006	Publicity Materials Sent: 1 other document(s)	
March 30, 2006	Publicity Materials Sent: 75 other document(s)	
April 3, 2006	Distributed Newsletter (2nd Quarter 2006)	
May 1, 2006	Distributed Resource Packet (Confidence)	
June 5, 2006	Report Sent	

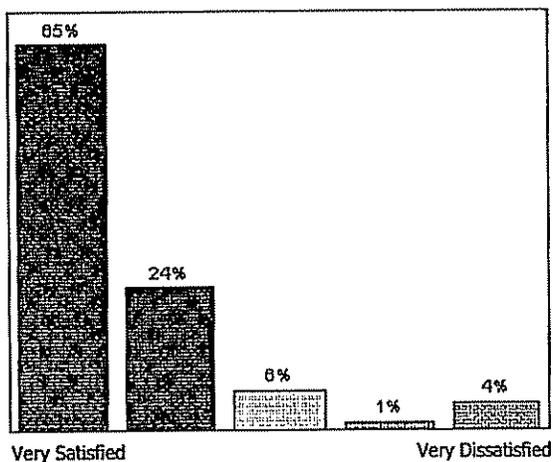
# CLAREMONT EAP

**Santa Cruz Metropolitan Transit District**  
Utilization Report

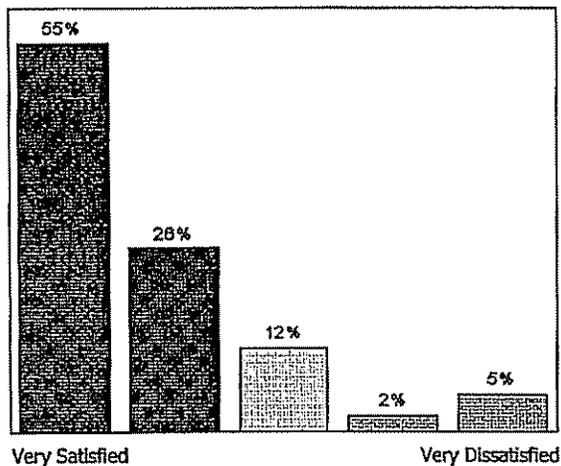
Reporting Period: 12/1/2005 to 6/30/2006  
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

## Client Satisfaction\*

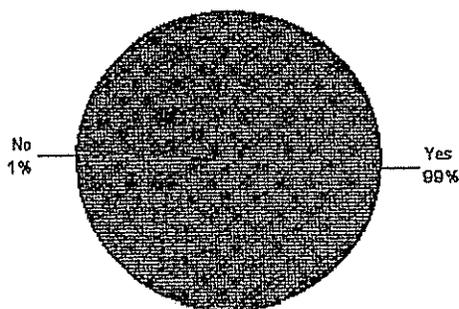
**Satisfaction with Initial Call**



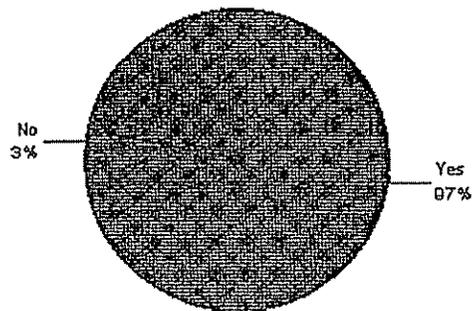
**Satisfaction with EAP Counselor**



**Was Initial Appointment with the EAP scheduled in a timely fashion?**



**Would Recommend the EAP to a friend or colleague?**



\*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

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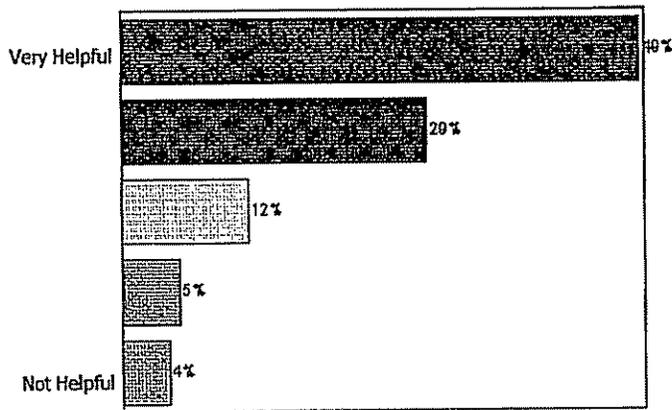
# CLAREMONT EAP

**Santa Cruz Metropolitan Transit District**  
Utilization Report

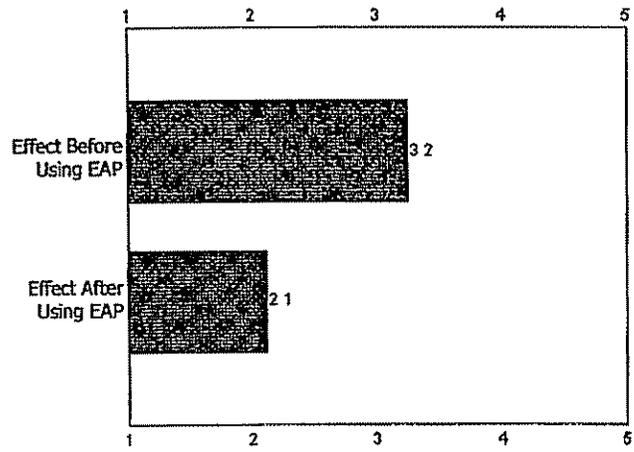
Reporting Period: 12/1/2005 to 6/30/2006  
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

## Clinical Case Outcomes\*

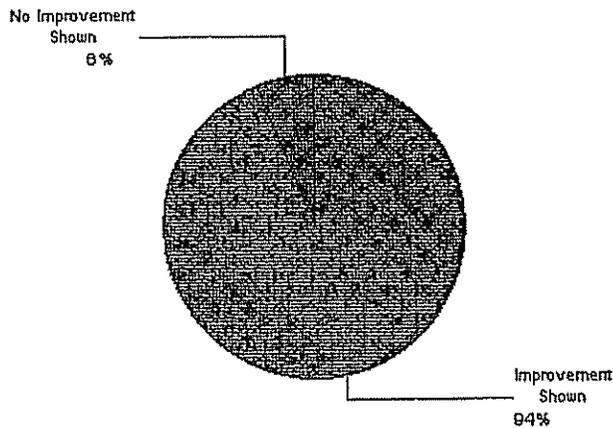
**Self-Reported Helpfulness of EAP in Resolving Issue**



**Self-Reported Effect of Issue on Work Performance**



## Provider Reported Rating of Client Improvement



\*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

5-14.95

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
THIRD AMENDMENT TO CONTRACT NO. 02-02  
FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

This Third Amendment to Contract No. 02-02 for Employee Assistance Program Services is made effective December 1, 2006 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Claremont Behavioral Services. ("Contractor").

**I. RECITALS**

- 1.1 District and Contractor entered into a Contract for Employee Assistance Program Services ("Contract") on December 1, 2002.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

- 2.1 Article 4.01 is amended to include the following language:

This contract shall continue through November 30, 2006. This Contract may be mutually extended by agreement of both parties.

**III. REMAINING TERMS AND CONDITIONS**

- 3.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

**SIGNATURES ON NEXT PAGE**

IV. AUTHORITY

4.1 Each party has full power to enter into and perform this Third Amendment to the Contract and the person signing this Third Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Third Amendment to the Contract, understands it, and agrees to be bound by it.

Signed on \_\_\_\_\_

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR  
CLAREMONT BEHAVIORAL SERVICES.

By \_\_\_\_\_

Tom Bjornson  
President, CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-14. b2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Human Resources Manager  
**SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.**

## II. SUMMARY OF ISSUES

- None.

## III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

**Attachment A:** Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**EMPLOYEE RECOGNITION**

**TEN YEARS**

Brenda J. Blevins, Sr. Accounting Technician  
Christine M. Jones, Transit Supervisor

**FIFTEEN YEARS**

None

**TWENTY YEARS**

None

**TWENTY-FIVE YEARS**

None

**THIRTY YEARS**

None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006

**TO:** Board of Directors

**FROM:** Steve Paulson, Paratransit Administrator

**SUBJECT: CONSIDERATION OF MODIFICATIONS TO THE PARATRANSIT PLAN (METRO PARACRUZ CUSTOMER GUIDE)**

## I. RECOMMENDED ACTION

**Staff recommends that the Board approve proposed modifications to the ADA paratransit plan as presented in the METRO ParaCruz Customer Guide.**

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door next day transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- The METRO ParaCruz Customer Guide provides the community with detailed information defining how METRO provides ADA paratransit service. The Customer Guide also serves as METRO's paratransit plan.
- The Customer Guide was adopted in 2002 as part of a major revision to METRO's approach to ADA paratransit service, including adopting the name METRO ParaCruz. The guide was developed by paratransit users with the assistance of a consultant, and served as the basis from which METRO ParaCruz policies and procedures were developed. At the time, METRO had no experience directly operating ADA paratransit service.
- In November 2004, at the transition to direct operation, the Customer Guide was updated to reflect the change in telephone number and to identify who would be operating the service, but substantive changes were not made.
- Modifications to the original content are intended to provide customers and the community with a more clear understanding of the service provided by METRO ParaCruz.
- A draft of the Customer Guide was presented to the Board of Directors for review in June 2006. It has been presented to MAC and the RTC's E&D TAC committee.
- Staff has reviewed all comments received to date and adjusted content based on feedback received.

### III. DISCUSSION

METRO ParaCruz is the federally mandated ADA complementary paratransit component of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.

METRO began direct operation of ADA paratransit service (METRO ParaCruz) beginning November 1, 2004. This service had been delivered under contract since 1992.

Federal regulations set minimum standards for ADA paratransit service in a number of key areas including:

- Length of time to determine eligibility and begin providing service
- Service area
- Days and hours of service
- Fares
- Ride times
- Response time
- Capacity constraints

METRO ParaCruz meets or exceeds the minimum standards in all of these areas.

In addition to describing these service components, the Customer Guide provides information on all other aspects of how the customer interacts with the service: how to apply for eligibility, when and how to reserve rides, and what to expect when the driver arrives.

The METRO ParaCruz Customer Guide was introduced in 2002 as a part of a major revision of METRO's approach to ADA paratransit service delivery. With the assistance of a consultant, a group of paratransit users crafted the original Customer Guide. ParaCruz policies and procedures were then developed to support the Customer Guide. At the time, METRO had no experience directly operating ADA paratransit service.

When METRO began directly operating ParaCruz, in November 2004, the Customer Guide was modified to reflect the change in who was operating the service and the change in telephone number. No substantive change was made to content at the time.

Directly operating the service provides for more interaction with customers and has given staff the opportunity to identify areas within the Customer Guide where more information and clarification may be beneficial.

Included in the proposed modifications are changes to the No Show policy, based on percentage of rides rather than a specific number. Other proposed modifications include more information on eligibility renewal, an increased mention of the connection between fixed route and paratransit, some language added clarifying what a driver will and will not do (for example, that the driver will not lift a passenger in a wheeled mobility device up or down steps), placing a limit on the hours of availability of "will call returns", some clarification of the service provided to a

personal care attendant (PCA), expectations of behavior of service animals while on board, and added language regarding customer conduct or courtesy.

A copy of the Customer Guide including proposed modifications is attached to this report.

#### **IV. FINANCIAL CONSIDERATIONS**

NONE

#### **V. ATTACHMENTS**

- A. Proposed Customer Guide, including recent modifications
- B. Compiled list of suggested changes

# METRO ParaCruz Customer Guide

Important Information for Users of  
Santa Cruz Metropolitan Transit District's  
Americans with Disabilities Act  
(ADA) Complementary Paratransit Service

Summer 2006



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# METRO ParaCruz Customer Guide

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## **METRO ParaCruz Contact Numbers**

METRO ParaCruz .....	425-4664 (voice)
	California Relay Service 1-800-735-2929 (TTY)
	464-5400 (FAX)
Paratransit Users Advocate	
Central Coast Center for Independent Living.....	462-8720 (voice)
	462-8729 (TTY)
METRO Accessible Services Coordinator	
(Mobility Training).....	423-3868 (voice)
	425-8993 (TTY)
METRO Ticket and Pass Program Specialist	
(Pre-paid ParaCruz tickets).....	425-3822(voice)
	425-8993 (TTY)
METRO Fixed Route Customer Service.....	425-8600 (voice)
	425-8993 (TTY)

## Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides mass public transit within Santa Cruz County. METRO operates a fleet of safe, clean, modern and accessible buses connecting people with educational, business, medical, shopping and social destinations. Most people are able to use these buses for some or all of their transportation. ~~Modern accessibility features, including low floor designs, ramps and the "talking bus" make METRO's buses easier to use than ever before.~~ You do not have to climb steps to board METRO's newer local buses. The floor of the bus is close to the curb. The driver can lower a ramp to make it easy to board with a walker or wheelchair. People with physical, cognitive and psychiatric disabilities that prevent them from using the fixed route system some or all of the time may qualify for ADA complementary paratransit service (METRO ParaCruz ).

### Fixed Route Bus Service

All METRO buses have lifts or ramps to better serve riders who use wheelchairs or scooters, or have difficulty getting up and down the bus steps. All major stops, intersections, and connecting points are announced to help riders recognize their bus stop or points of transfer. A limited number of seats near the front of the bus are designated as priority seating for seniors and people with disabilities. Every bus is equipped with specialized equipment to securely transport customers using wheeled mobility devices. Drivers are trained to assist with securing wheeled mobility devices.

Many paratransit customers find that our fixed route buses provide greater flexibility and independence. For route and schedule information and any questions about using the METRO bus service, call METRO Customer Service at 425-8600 Monday through Friday from 8:00 AM to 4:00 PM.

METRO offers free training for people who want to learn to use the bus. For more information or to schedule training to use the bus, call the Accessible Services Coordinator at 423-3868.

### METRO ParaCruz Service

METRO ParaCruz operates to insure that people who have a physical, cognitive, or psychiatric disability that **prevents** them from making some or all of their trips on fixed route buses have a comparable level of access to mass public transportation comparable to the rest of the community, as required by the Americans with Disability Act of 1990 (ADA).

This shared ride service is provided with ramp-equipped minivans and lift-equipped small buses. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. Rides must be reserved at least one day in advance.

If you need to telephone METRO ParaCruz for any reason, call 425-4664.  
TTY users connect through California Relay Service 1-800-735-2929.

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## How to Apply for METRO ParaCruz Service

METRO ParaCruz service is limited to people who have been certified as meeting the strict eligibility criteria described in the ADA. The eligibility assessment includes an in-person transit evaluation in order to determine a person's functional ability to use fixed route bus service. Eligibility is not based on where you live, although service is only available within 3/4 of a mile of an operating bus route. You can be found eligible even if you live more than 3/4 miles away from a bus route; ParaCruz will pick you up and drop you off within 3/4 mile of an operating bus route (see Service Area and Service Hours, below) If, as a result of a disability, you cannot ever use the fixed route buses under any conditions, you will be determined eligible and "unrestricted." If you can use fixed route buses for some trips, you may be determined eligible but "restricted" from those trips that you could make by bus. Restrictions Restricted eligibility may be based on how your disability is impacted by environmental conditions, such as extreme weather conditions or may be location specific, such as a destination at the top of a steep hill.

To apply, call the METRO ParaCruz Eligibility Coordinator at 425-4664 and schedule an appointment for a transit evaluation. Transit evaluations normally take about 30 minutes. If you need transportation to and from the evaluation, it will be provided at no charge to you. The person who interviews you will discuss your travel abilities and needs. You may also ask any questions you have about the service.

Your eligibility determination will be postmarked within 7 days of the transit evaluation. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, METRO ParaCruz service will be provided until a final decision is made. **If you do not agree with the decision that is made, you may appeal the decision to an independent appeals panel.**

METRO ParaCruz eligibility is good for a maximum of three years. Between 60 and 90 days prior to the customer's eligibility expiration date, a one-page form will be sent to the most current address on file with METRO ParaCruz. The customer is asked to verify that their condition still prevents them from using the fixed route bus and to verify their contact information and mobility device(s). Customers who indicate that they have had a change in their mobility or mobility device may be asked to attend another transit evaluation.

### Immediate Needs

METRO recognizes that due to unforeseeable circumstances there may be times when a new customer may need transportation before they are able to complete the eligibility process. In these cases, the METRO ParaCruz Eligibility Coordinator may be able to arrange temporary eligibility for up to fourteen days while the customer goes through the eligibility determination process.

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## Temporary Disabilities

Temporary eligibility is provided to customers who have a limited term condition that prevents them from using the METRO bus system. Limited term eligibility may be provided for the expected duration of the disability. Should the disability continue longer than expected, the customer may request an extension of eligibility.

## Appealing an Eligibility Determination

Applicants who believe an eligibility determination was made in error may appeal the decision. The applicant may initiate an appeal in writing (forms are included with eligibility denials) within 60 days of the determination. Address the appeal to:

**METRO ParaCruz Eligibility Coordinator**  
**2880 Research Park Dr, Suite 160**  
**Soquel, CA 95073**

Prior to your hearing, please provide additional information to assist the panel in making a determination:

- The reason you believe the determination was incorrect
- Any information you would like the appeals panel to consider supporting your request

An appeal hearing will be scheduled within 30 days of receipt of the appeal request.

## Service for Visitors

Visitors to Santa Cruz County who have been determined eligible for ADA complementary paratransit services by a transit agency in another part of the country can use METRO ParaCruz for up to 21 days within a 365-day period. Visitors will be required to provide eligibility information from the transit system in their hometown. Visitors who do not have this kind of eligibility because they live in areas without public transit service will be asked for documentation of their disability and verification of their place of residence.

Visitors seeking to ride more than 21 days within a 365-day period, will need to participate in the METRO ParaCruz eligibility process to continue to ride. (See: ***How to Apply for METRO ParaCruz Service***).

## METRO ParaCruz Service Area and Service Hours

METRO ParaCruz service mirrors the fixed route bus service. ~~It operates in the same general area and times as the fixed route bus service.~~ It operates in the same geographical area, on the same days, and at the same times of day as the fixed route bus service. If a person without a disability would be able to use the bus to get to your destination at the same time, ParaCruz ~~should be able to take you there~~ service is available.

METRO ParaCruz rides must begin and end within  $\frac{3}{4}$  mile of a bus line (other than HWY17 commuter service). METRO ParaCruz service is available the same days and times as bus service operates in that area. See METRO's HEADWAYS for the most current information regarding when and where specific routes operate. The information is also available on the World Wide Web at <http://www.scmtd.com/routes.html>.

Neither METRO ParaCruz or METRO's regular bus service does not operate on: \_\_\_\_\_

\_\_\_\_\_ New Years Day

Thanksgiving

Christmas Day

## Fares

The one-way fare for METRO ParaCruz service is currently \$3.00 (twice the regular bus fare). Fares are set by the METRO Board of Directors and may change.

**Fare must be paid each time you board the vehicle. Customers who do not have the fare will not be transported. and Fares can be paid as:**

- **Cash.** Exact fare only (no pennies, please). **Drivers cannot make change.**
- **Pre-paid METRO ParaCruz Tickets.**

Tickets may be purchased at the METRO Center Information Booth or by mail.

**METRO ParaCruz Tickets  
METRO Center  
920 Pacific Avenue, Suite 21  
Santa Cruz, CA 95060**

Please call 425-3822 for ticket information.

Have your exact fare ready for the driver when you board the vehicle. ~~Customers who do not have the fare will not be transported.~~ Drivers are **not permitted** to go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.

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**Note:** Drivers are *not permitted* to accept tips. If you would like to commend a driver please call 425-4664.

## Reserving Rides on METRO ParaCruz

### When to Reserve a Ride

You can reserve your METRO ParaCruz ride up to ~~fourteen~~ three days in advance of your trip. Reservation telephones are open seven days a week (~~except holidays~~) from 8:00 AM until 5:00 PM (except holidays). If you **must** call on a holiday to request a ride for the **next day**, you may leave a message with your ride request and the scheduler will call you back that evening between 5:00 PM and 9:00 PM to confirm your ride.

Please **DO NOT** reserve trips you are not sure you will actually take. ~~Tentative reservations and cancellations cause scheduling and service difficulties.~~ Changes and cancellations hurt everyone, by making ParaCruz service more expensive to provide.

### How to Reserve a Ride

To request a ride, call **425-4664** (TTY: connect through the California Relay Service **1-800-735-2929**) one or two days in advance of your trip. **During the busiest reservation times of the day you may reach a busy signal or be placed on hold until a reservation agent can assist you. Hold times can be 2-3 minutes or longer.**

The reservation agent will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. The date and day of the week you need to ride.
3. The street address where you need to be picked up.
4. The street address or a known landmark where you are going and the telephone number (if you have it) or your cell phone number if you travel with one. If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the entrance where you would like to be dropped off or picked up.
5. The time you would like to arrive (the appointment time, if applicable).
6. The time you will be ready to be picked up for a return trip (if applicable).
7. If you use a mobility aid such as a cane, walker, wheelchair or scooter. (See: ***Wheelchairs and other Mobility Aids*** for information about the maximum sizes and weights our vehicles can accommodate.)
8. If a personal care attendant or ~~companion~~ guest(s) will be traveling with you, and whether or not your attendant or ~~companion~~ guest uses a mobility device.

9. If you will need a car seat for a child traveling with you. (No more than 3 children under 46 inches may travel per fare paying adult)
10. If a service animal will be riding with you.
11. If you will be using a collapsible wheeled cart for shopping.

## Your “Ready Window”

After you have requested your trip(s), the reservation agent will read your request back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. This 30-minute period of time is called your *Ready Window*. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservation agent will offer you one or more trip options. We will make every effort to offer you a drop-off time and return time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a *shared-ride* service.** The driver may pick up and drop off other passengers after-while you are on board.

To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride should arrive at your destination point no more than 45 minutes before your requested drop-off time and no later than your requested drop-off time.
- A return pick-up should arrive no later than 60 minutes after the time you have requested and no earlier than that time.
- Most trips should take no more than 60 minutes from the pick-up until the drop-off. However, depending on traffic conditions and the distance you are traveling, your trip may be shorter or longer.
- The evening before you travel, ParaCruz staff may call to request that you adjust your “Ready Window” in order to coordinate your trip with other customers along the route to your destination. Every effort will be made to assure that you arrive on time for your appointment.

## SCHEDULING TIPS

- When you call to schedule trips, ~~you may want to~~ please have a pen and paper handy so you can write down when you will need to be ready for the METRO ParaCruz vehicle.
- Have all of the information for each trip available when you call. This will help the reservation agent ~~to serve~~ you efficiently. If you are not certain of exactly when you will need your return pick up, give yourself some extra time.
- If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00, you may want to tell the reservation agent you would like to arrive no later than 8:45.
- If you are going to a medical appointment, let the person who is making your appointment know you will be traveling with METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time.
- ~~If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent you would like to arrive no later than 8:45 AM. The reservation agent is trained to assist you with scheduling your ride for your appointment times.~~
- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservation agent for a pick-up no earlier than 5:15 PM.

### Will-Call Returns

~~Whenever possible, you should~~ Please schedule your return trip times whenever possible. If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will need to call METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. After a will call return is activated, You-you may have to wait up to an hour or longer for the vehicle to arrive. Will call returns are only available during normal business hours. Will call returns that are not activated by 7pm will be automatically canceled. Cannot be scheduled for a return or performed after 7pm. A will call return that is not activated or cancelled before 7pm will be considered a "no show". As time allows between the hours of 5pm and 7pm, ParaCruz staff will attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

### Scheduling Multiple Trips

You may request up to ~~four (4)~~ three (3) round-trips per telephone call. If you have more than ~~four~~ three trips you need to schedule, ~~you will need to~~ please call again to schedule these additional trips. If you are requesting trips with multiple stops, you may not reserve in excess

of ~~eight (8)~~six (6) total “legs” during one call. This limit on scheduling has been set to minimize the telephone hold times for all customers. Scheduling each trip can take 3 minutes or longer. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

## Subscription Service

In addition to “one time” or “casual” rides, METRO ParaCruz also offers Subscription Service. Federal regulations limit the availability of this type of service. If you need a ride to the *same place*, at the *same time*, at least once a week (going to work, attending a class or church, for example), “Subscription Service” may be a good option for you. This allows you to schedule these recurring trips with one call. You will then be automatically placed on the schedule each week with the same ready window, same pick up and destination. Customers desiring greater flexibility in their travel plans may prefer to reserve rides individually. Ask the reservation agent about this option.

If you are receiving Subscription Service, it is important to *let us know in advance if you don't need a ride on a particular day*. This way, we can make the change on our schedules. For example, if you have Subscription Service for a trip to school each weekday, you need to keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips. If you don't cancel you will be charged with a “no show”.

It is important to let us know when your schedule changes. Excessive no shows, cancellations of or changes to subscription rides may result in removal from the subscription list.

You may put your subscription trip on “hold” for up to 30 days. When you are ready to have your subscription start up again, call METRO ParaCruz one week in advance to reinstate the service. If you need to put your trips on hold for a period longer than 30 days, your subscription will be canceled and you will need to request a new subscription trip when it is again needed.

Only a limited number of subscription service slots are available. If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

## How to Change a Scheduled Ride

If plans change and you need to adjust your ride times, destination, seating type or other aspects of your trip, call METRO ParaCruz *before* 5PM the day prior. Remember, reservation agents are available every day (except holidays) from 8:00 AM until 5:00 PM. If you call on a holiday to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the reservation agent you would like to change a ride that has already been scheduled. The reservation agent will ask you:

1. Your first and last name.
2. The date and time of the trip you are calling to change.
3. The new times that you would like to schedule, or changes you would like to make.

The reservation agent will always try to accommodate your needs. Changes to your original ride request may result in adjustment to your ready window and ride time, subject to schedule availability. The reservation agent will read back your new ready window and travel details.

**METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations or your seating type on the day of your ride (for example; you reserve a ride planning to use a wheelchair, but sometimes travel without it. ParaCruz would expect you to travel in your wheelchair unless you changed the reservation before 5p.m. the day before you travel. Other passengers may be scheduled to ride in all available seats).**

### **If Your Appointment is Running Late**

Everyone has occasional circumstances beyond their control that can cause delays at a scheduled appointment. If your appointment is running later than you expected and you will not be ready for your scheduled return trip (or if you have missed your return ride), call METRO ParaCruz as soon as possible.

You will be asked for:

Your name

The time of your scheduled return trip pick-up

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.**

### **How to Cancel a Scheduled Ride**

Please call and cancel the ride as soon as you know you will not be traveling to avoid being considered a no-show. No-shows can lead to a suspension of service. (see **No-shows**)

Call METRO ParaCruz at 425-4664 between 6:00 AM and 10:30 PM.

**If you need to cancel a trip on the day of your ride, please call at least one hour before the beginning of your Ready Window. It is important to notify METRO ParaCruz in**

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**time so that the driver does not make an unnecessary trip, and so you are not considered a no-show.**

## **No-Shows**

No-shows cause excess delays, inconvenience other riders, waste resources and increase operating costs. Generally, a "No-Show" costs METRO ParaCruz as much as if the customer had taken the trip. To emphasize the importance of avoiding "No-shows", METRO ParaCruz has ~~instituted this~~ adopted the following "No-Show" Policy. Through the adoption of this policy, a customer can have his/her service suspended for establishing a "pattern or practice" of missing scheduled trips which result in assessed "no-shows".

A "No-Show" is defined as follows:

- a) After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window
- b) The ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; or
- c) The vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

**If a customer "No-Shows" for the first leg of a trip, any subsequent leg or return trip will not be canceled automatically and may result in an additional "No-Show" assessment if not canceled as required by this policy.**

**If you miss a scheduled ride for any reason, be sure to call METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.**

If it is determined by METRO ParaCruz that the "No-Show" was assessed appropriately the customer shall be notified and shall be advised of the No-Show Policy and the consequences of excessive "No-Shows".

When a customer has "No-Showed" 15% of his/her rides, including all assessed "No-Shows" within a rolling 90-day period and the actual number of "No-Shows" exceeds 3 during the period, he or she shall be notified of the intention to suspend paratransit service to him/her for a fourteen (14) day period.

**The customer has the right to appeal this determination before any suspension would be imposed and may do so by providing either a written or oral request for an appeal hearing to:**

**METRO ParaCruz  
2880 Research Park Drive, Suite 160  
Soquel, CA 95073  
Or telephone at (831) 425-4664.**

**The request for an appeal hearing must be made within 10 days from the date the**

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**notification of intended suspension was sent to the customer.**

If the customer does not appeal the suspension, the suspension shall be scheduled and the customer shall be notified of the dates of the suspension. The customer will be given 10 days notice of the suspension dates. All METRO ParaCruz schedulers shall be notified of the suspension.

If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz and tell them that you would still like a return ride.

If a customer takes twenty-four (24) rides or more within a twelve (12) month period without being assessed a "No-Show", he/she shall be allowed one round-trip ride free of charge.

## **What to Expect When the Vehicle Arrives**

The METRO ParaCruz driver will arrive in a bus, van or minivan (sometimes a taxi sedan may be substituted for ambulatory customers). The driver will pull the vehicle up to the curb in front of the pick-up address you provided. *The vehicle may arrive any time within your Ready Window.* Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. If possible, wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known. The driver will wait up to five (5) minutes before departing.

### **Door-to-door service**

Door-to-door service means that the driver will escort you from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, nor to escort you beyond the street level entrance at your destination. If you travel with a personal care attendant (PCA), the driver ~~is not expected to~~ will not provide assistance to the attendant beyond boarding and ~~deboarding.~~ getting off the vehicle.

If you think it may be difficult for you to know when the METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to identify possible ways to alert you to when vehicle arrives.

### **What the Driver Will Do:**

- Arrive at your pick up location and wait for up to five minutes.
- If your pick up is from a ~~nursing home~~ skilled nursing or group facility, drivers will meet you at the front of the main lobby.
- Provide assistance from your front door to the vehicle.

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- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with seat-safety belts
- Assist with the securement of wheelchairs and mobility aids.
- Provide limited assistance with packages up to 30 pounds total. Driver must be able to load and unload them in one trip and without delaying the vehicle.
- Provide the customer with assistance to the ~~door~~ street level entrance of your destination.

### **What the Driver Will Not Do:**

- Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.
- Drivers will not go beyond the lobby of a skilled nursing or group facility to search for a customer in the patient's room or other locations.
- Drivers are not permitted to perform health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for an family member, personal care attendant or companion if these types of services are needed.
- Drivers may not go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.
- Drivers do not provide assistance loading or unloading objects over 30 pounds. If you need assistance with objects over 30 pounds, please arrange for an personal care attendant or companion to assist you. Your assistant or companion must be able to load and unload them in one trip and without delaying the vehicle.
- Drivers are not allowed to lift passengers under any circumstances.
- Drivers are not permitted to take wheelchairs (over 30 pounds) up stairs or excessively steep ramps or driveways.
- Drivers do not accept tips. If you would like to compliment a driver or have a complaint, call METRO ParaCruz.

### **To Check on Your Ride**

If a ParaCruz vehicle has not arrived by the end of the Ready Window, you may call METRO ParaCruz and request an estimated arrival time. The dispatcher will contact the driver for you. If possible, stay in sight of the pick-up location, in case the vehicle arrives while you are calling. *Please do not call before the end of your ready window. Unnecessary phone calls create longer hold times for other callers and cause delays in important communication between dispatchers and drivers.*

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### Rider Tips

- Make sure that your address is clearly visible from the street, especially at night.
- If you are being picked up at a large building, make sure when you schedule your ride to tell the reservation agent at which entrance you will be waiting at.
- Carry needed medication with you in case your trip takes longer than expected.
- If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

## Personal Care Attendants

Some people need a Personal Care Attendant (PCA) to assist with personal care or tasks. A PCAs are ~~is not~~ required to pay a fare when traveling with you. Your PCAs must get on and off the vehicle at the same places and times as you. The driver does not provide assistance to the attendant beyond boarding and ~~deboarding~~ getting off the vehicle.

For a PCA to ride free with you, your need for a PCA must be ~~documented-~~ determined during the ~~eligibility process~~ transit evaluation. If your condition has changed since your eligibility certification and you now require an attendant, call the ParaCruz Eligibility Coordinator for more information.

You will need to tell the reservation agent when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

## Guests/Companions

**If you make a reservation for them, you are always entitled to bring one guest/~~companion~~ with you. Reservations for additional guests/~~companions~~ will be accommodated only if there is enough space on the vehicle.**

A ~~guest/companion~~ is someone you want to bring along to share the trip, not someone you must bring to assist you with personal care or tasks. ~~Guests/companions~~ must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent when you schedule trips that you will be traveling with one or more ~~guests/companions~~. **Drivers cannot add riders who do not have a reservation.**

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## Children

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare.

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a fare must be paid for the child and the adult attendant rides free.

~~In addition,~~ California Vehicle Code requires that children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. METRO ParaCruz has a limited number of child car seats available. Please let the reservation agent know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child car seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please plan to bring someone else along to help you.

## Wheelchairs and Other Wheeled Mobility Devices

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. Wheelchairs and scooters will be secured upright/non-reclining, facing forward. All wheelchairs and scooters that are within the following limits (when occupied) will be transported:

- Not more than 30 inches wide
- Not more than 48 inches long
- Not more than 600 pounds (mobility device and passenger combined).

If your wheelchair or scooter exceeds these limits, we cannot guarantee that we will be able to accommodate your mobility device. Please keep this in mind when replacing or purchasing wheelchairs and scooters. If you are not sure whether or not your device is oversized, please contact METRO ParaCruz. We will arrange for you to a member of our staff to assess your mobility device.

## Respirators and Portable Oxygen Equipment

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

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## **Service Animals**

Service Animals are welcome on METRO ParaCruz vehicles. Service animals include guide dogs, signal dogs, and other animals specially trained to work or perform specific tasks for persons with disabilities. Service Animals must be under the full control of the owner at all times. Service Animals must not misbehave (e.g., soiling the vehicle, growling, harassing or licking other customers). Service Animals shall not occupy vehicles seats. They and must are to ride on the floor in either a sit or “down” position.

Be sure to inform the reservationist when you are scheduling a ride if you will be traveling with a service animal.

## **Pets and Companion Animals**

Pets and companion animals may ride on METRO ParaCruz only if they are properly caged in an approved standard pet carrier and under the full control of their owner. Drivers are not permitted to carry cages (including the animal) heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a caged pet, please arrange to travel with someone who can help you.

## **Safety Belts**

For your safety and security, you will be required to use passenger restraint equipment and remain seated while riding on ParaCruz vehicles.

## **Packages and Personal Items**

You may bring grocery bags, luggage, or other packages or personal items with you on METRO ParaCruz. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds, but must maintain sight of their vehicle. You may bring packages in excess of this limit (i.e., that weigh no more than 50 pounds or are longer than 5 feet) onboard the vehicle, but you and/or your assistant or companion must be able to load and unload them in one trip and without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store carts are not permitted on vehicles, but you may bring packages on-board in personal two-wheeled, collapsible carts. Please let the reservation agent know that you are bringing a cart.

## **Lost and Found Items**

Lost and found items may be inquired for by calling METRO information at 425-8600 (TTY 1-800-735-2929). Drivers or information staff should not be asked to use vehicle radios to check on lost items except in extreme emergencies.

7.2.19

Found items should be available for pick up by 11:00am the following day at Pacific Station (METRO Center) information booth.

## **Inclement Weather and Natural Disasters**

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions or natural disasters which may jeopardize the safety of our passengers and employees. ~~On bad weather days~~ If service is suspended METRO ParaCruz will make every effort to contact scheduled riders to advise them ~~if of service is suspended~~ suspension.

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected. If you use a power wheelchair or scooter, please carry a plastic bag or other protector large enough to cover the electronic controls while boarding and getting off the vehicle.

## **Rider Courtesy**

METRO has a short list of common-sense rules to ensure the safety and comfort of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- Please have your fare and ParaCruz ID ready when the vehicle arrives.
- Smoking is not permitted on or around the vehicles.
- Please travel fragrance free.
- Please be sure that wheelchairs are clean, safe and in good working order.
- Exposed sores or open wounds are not permitted.
- No leaking or dripping bodily fluids
- No clothing soiled with bodily discharge
- No eating or drinking on-board (unless required for health reasons).
- No possession of illegal drugs or open containers of alcohol.
- No riding under the influence of alcohol or illegal drugs.
- No abusive, threatening, or obscene language or actions.
- No physical or verbal abuse of another rider or the driver.
- No petting guide dogs or other service animals without the permission of the owner.
- No playing of radios, cassette tape players, mp3 players, or compact disc players (without earphones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause injury to another rider, driver, or other METRO ParaCruz staff member, or who engage in other illegal or disruptive activities may be subject to immediate and permanent suspension of METRO ParaCruz service.

7.9.20

Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

## **Suggestions, Comments, Compliments and Complaints**

Feedback about METRO ParaCruz service is encouraged.

If you have a comment or complaint about a particular trip or reservation experience, please call and ask to file a Customer Service Report.

Comments about service policies may be directed to the Paratransit Administrator by phone or in writing to:

**Paratransit Administrator  
2880 Research Park Dr, Suite 160  
Soquel, CA 95073**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- Your name, mailing address, and telephone number.
- The date, time, and location of the incident.
- The vehicle number, driver's name or both (if possible).
- If concerning METRO ParaCruz office staff, the time of your conversation with them and the name of the employee.
- A detailed explanation of the incident or suggestion.

All Customer Service Reports will be investigated and you will be provided with the findings of your report within thirty (30) days.

## **Paratransit Users Advocate**

The Paratransit Users Advocate is available to assist customers with addressing METRO ParaCruz service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may contact the Paratransit Users Advocate at:

**Central Coast Center for Independent Living (CCCIL)  
1395 41<sup>st</sup> Avenue, Suite B  
Capitola, CA 95010**

7.21

**Email: CCCIL@cccil.org**  
**Phone: 831-462-8720 (TTY 831-462-8729)**

7.9.22

## Glossary of METRO ParaCruz Terms

**ADA Complementary Paratransit (METRO ParaCruz):** The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. METRO ParaCruz is the name given to the ADA Complementary Paratransit provided by the Santa Cruz Metropolitan Transit District (METRO). METRO ParaCruz service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

**Appeals Process:** The opportunity available to an METRO ParaCruz  ~~rider~~ customer to dispute, before an independent panel, METRO decisions regarding his/her eligibility for service or suspension of service due to no-shows.

**Cancellation:** ~~Notification~~ A cancellation is notification from a  ~~rider~~ customer to METRO ParaCruz that he/she will not be needing a scheduled ride previously reserved. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to the beginning of the Ready Window.

### **Driver Wait Time:**

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the  ~~rider~~ customer before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the  ~~rider~~ customer for up to five minutes after that time before leaving to pick up the next  ~~rider~~ customer. The customer will be charged with a “no show” if the customer is not ready to board by the end of the driver wait time.

**METRO Accessible Services Coordinator:** The staff person responsible for providing training and support for persons wanting to learn how to use METRO’s fixed-route transit system and its accessible features and services.

**METRO ParaCruz Eligibility:** Four categories of persons seeking transportation in the METRO service area are eligible for METRO ParaCruz service:

- Certified individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
- Certified individuals who, because of a disability, are unable to travel to or from a bus stop
- Visitors to the METRO service area who are eligible for ADA complementary paratransit service in another community
- Personal Care Attendants and companions of ADA-eligible individuals

**METRO ParaCruz Eligibility Coordinator:** The staff person responsible for overseeing the METRO ParaCruz eligibility determination process.

**METRO Paratransit Administrator:** The manager responsible for overseeing all aspects of the administration and delivery of METRO ParaCruz service.

**Paratransit Users Advocate:** The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between METRO ParaCruz service ~~riders~~customers and METRO with regard to service issues.

**No-show:** After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window OR the ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; OR the vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

**Ready Window:** A 30-minute period of time surrounding a negotiated METRO ParaCruz pick-up time (10-minutes before and 20-minutes after), during which the vehicle will arrive at the pick-up location. Example: for a requested pick-up time of 9:00 AM , the Ready Window would be from 8:50 AM to 9:20 AM . The METRO ParaCruz  ~~rider~~customer needs to be ready to board and waiting for the vehicle throughout the Ready Window.

**Subscription Service:** A standing reservation for a trip to the same place at the same time, at least once a week.

**TTY:** Text Telephone. A text messaging communication device that operates through the telephone system, frequently used by persons with hearing or speech impairment as an alternative to the telephone. Text messaging functions similar to computerized instant messaging.

7.a24

## Suggested changes to draft ParaCruz Customer Guide received by 8/31/06

p. 1

- put "ParaCruz fare: \$3.00 / Bus fare: 75 cents, for people with disabilities" right on the title page, with a "Fares subject to change" footnote, of course

p. 4

- change "provides mass public transit" (awkward) to "provides public transit service"

- instead of giving technical names (not meaningful to customers, so won't change their behavior), describe fixed-route accessibility features; pictures and bullet points would be ideal

  - e.g. instead of "low floor designs", put "- You do not have to climb steps to board Metro's newest local buses. The floor of the bus is close to the curb."

p. 5

- change "Eligibility is not based on where you live, although service is only available within 3/4 of a mile of an operating bus route" (negative statement invites immediate criticism from advocates) to "You can be found eligible even if you live more than 3/4 miles away from a bus route; ParaCruz will pick you up and drop you off within 3/4 miles of an operating bus route (see Service Area and Service Hours, below)."

- change "'restricted' from trips that you could make by bus" (unclear) to "'restricted' from using ParaCruz for trips that you can make by bus"

p. 7

- change "operates in the same general area and times" (vague) to "operates in the same geographical area, on the same days, and at the same times of day"

- change "ParaCruz should be able to take you there" (informal) to "ParaCruz service is available"

- change [www.scmtd.com/routes.html](http://www.scmtd.com/routes.html) ("inside" Web address, could change someday) to [www.scmtd.com](http://www.scmtd.com)

- delete "(twice the regular bus fare)" (not really relevant to customers, and also not quite true)

- mention that bus fare for people with disabilities is 75 cents

- consider selling prepaid ParaCruz tickets at the Watsonville Transit Center, at times when it is staffed by Customer Service (MAC suggestion)

- reference the ticket order form on Page \_\_\_ of Headways, which should be updated to include prepaid ParaCruz tickets (MAC suggestion)

p. 8

- change "Tentative reservations and cancellations cause scheduling and service difficulties" (not meaningful to customers, so won't change their behavior) to "Changes and cancellations hurt everyone, by making ParaCruz service more expensive to provide."

p. 9

- change "may pick up and drop off other passengers after you are on board" (awkward) to "...while you are on board"

- consider increasing the 60-minute travel time goal, if this would be an appropriate opportunity; many fixed-route trips (Santa Cruz to Watsonville, Bonny Doon to mid-county, Watsonville to Scotts Valley, etc.) take more than an hour; the 60-minute goal also precludes introduction of feeder paratransit service

p. 11

- clarify "seating type", as one customer has created a rather visible controversy over this; the concept should be keyed directly to the list of reservation information items on p. 8

p. 15

- change "your need for a PCA must be documented during the eligibility

7.62

process" to "...determined..." or "...established..."

general

- make the point-of-view consistent: either all second-person ("you") or all third-person ("the customer"), and preferably second-person ("you") for simplicity

- change passive voice (20% of all sentences in the document) to active voice where possible

- review for readability; Flesch Reading Ease score = 50.7 and Flesch-Kincaid Grade Level = 10.7

- review for plain language; transit industry jargon should be eliminated

e.g. change "fixed route bus" to "[the] bus" and "deboarding" to "getting off [the bus, the van, etc.]"

## ◀ METRO ParaCruz Service Area and Service Hours ▶

METRO ParaCruz service ~~mirrors~~ **complements** the fixed route bus service. It operates in the same general area and times as the fixed route bus service. If a person without a disability would be able to use the bus to get to your destination at the same time **of day**, ParaCruz should be able to take you there.

METRO ParaCruz rides must begin and end within  $\frac{3}{4}$  mile of a bus line (other than HWY 17 commuter service). METRO ParaCruz service is available the same days and times as bus service operates in that area. See METRO's HEADWAYS for the most current information regarding when and where specific routes operate **and times of service**.

### **When to Reserve a Ride**

You can reserve your METRO ParaCruz ride up to ~~fourteen~~ three days in advance of your trip. Reservation telephones are open seven days a week from 8:00 AM until 5:00 PM ~~except on the holidays listed above from 8:00 AM until 5:00 PM.~~

### **How to Reserve a Ride**

To request a ride, call 425-4664 (TTY: connect through the California Relay

Service 1-800-735-2929) at least one and up to ~~fourteen~~ three days in advance of your trip. **During the busiest reservation times of the day you may reach a busy signal or be placed on hold until a reservation agent can assist you. Hold times can be 2-3 minutes or longer.**

The reservation agent scheduler will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. The date and day of the week you need to ride.
3. The street address where you need to be picked up.
4. The street address or a known landmark where you are going and the telephone number (if you have it) or your cell telephone number if you have one. If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the entrance where you would like to be dropped off or picked up.
5. The time you would like to arrive (the appointment time, if applicable).
6. The time you will be ready to be picked up for a return trip (if applicable).
7. If you use a mobility aid such as a cane, walker, wheelchair or scooter. (See: **Wheelchairs and other Wheeled Mobility Aids on page \_\_\_** for information about the maximum sizes and weights our vehicles can accommodate.)
8. If a personal care attendant or companion(s) guest will be traveling with you, and whether or not your attendant or companion guest uses a mobility device. (See Personal Care Attendants on page \_\_\_ and Guests on page \_\_\_)
9. If you will need a car seat for a child traveling with you. (See **Children under 46 inches on page \_\_\_ limit of 3 children per fare paying adult**)
10. If a service animal will be riding with you.  
If you will be using a collapsible wheeled cart for shopping.

### ◀ Your "Ready Window" ▶

After you have requested scheduled your trip(s), the reservation agent scheduler will read your request back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. This 30-minute period of time is called your **Ready Window**. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservation agent scheduler will offer you one or more trip options. We will make every effort to offer you a drop-off time and return time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a shared-ride service.** The driver may pick up and drop off other passengers after you are on board.

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To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride should arrive at your destination point no more than 45 minutes before your requested drop-off time and no later than your requested drop-off time.
- A return pick-up should arrive within your return ready window but may arrive no later than 60 minutes after the time you have requested and no earlier than ~~that time~~ than the beginning of your ready window.
- Most trips should take no more than 60 minutes from the pick-up until the drop-off. However, depending on traffic conditions and the distance you are traveling, your trip may be shorter or longer.

**The evening before your scheduled ride, Para Cruz vehicle scheduling personnel may call to request that you negotiate an alternate “Ready Window” in order to better service your ride on a shared vehicle with other customers coming and going along the route to your drop off location. Every effort will be made to assure that you arrive on time for the appointment.**

**METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations or your seating type on the day of your ride.**  
*[add definition of seating type]*

## SCHEDULING TIPS

- When you call to schedule trips, ~~you may want to~~ please have a pen and paper handy so you can write down when you will need to be ready for the METRO ParaCruz vehicle.
- Have all of the information for each trip available when you call. This will help the reservation agent scheduler to serve you efficiently. If you are not certain of exactly when you will need your return pick up, give yourself some extra time.
- If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent scheduler you would like to arrive no later than 8:45 AM. The reservation agent scheduler is trained to assist you with scheduling your ride for your appointment times and also allow for travel time..
- If you are going to a medical appointment, let the person who is making your appointment know you will be traveling with METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time. (S.P. note: In practicality this doesn't work. The only thing they can tell you is how long the appointment is scheduled for e. g. 15 minutes. Better information would be when the customer arrives at the appointment, let the destination the receptionist know what time the return ride is scheduled for and hopefully alert the office of your time limitations.)
- ~~If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent you would like to arrive no later than 8:45 AM. The reservation agent is trained to assist you with scheduling your ride for your appointment times.~~
- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservation agent scheduler for a pick-up no earlier than 5:15 PM.

## ◀ Will-Call Returns ▶

~~Whenever possible, you should~~ Please schedule your return trip times whenever possible. If you are taking a trip for an appointment such as a doctor's appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will need to call METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. ~~You may have to~~ After a will call return is activated, the wait may be up to an hour or longer for the vehicle to arrive. Will call returns are only available during normal business hours. Will call returns that are not activated by 7pm will be automatically canceled. CAN NOT be scheduled for a return or performed after 7 PM. All returns after 7 PM require a definite scheduled time return coinciding

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with the ¾ mile limit and same hours of operation of a fixed route bus serving the return addresses. A will call return scheduled for a ride that is not activated or cancelled before 7 PM will be accessed as a “No Show”. As time allows between the hours of 5 and 7 PM, Para Cruz staff will make an attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

### ◀ Scheduling Multiple Trips ▶

You may request up to ~~four~~ (4) three (3) round-trips per telephone call. If you have more than ~~four~~ three trips you need to schedule, you will need please to call again to schedule these additional trips. If you are requesting trips with multiple stops, you may not reserve in excess of ~~eight~~ (8) six (6) total “legs” during one call. This limit on scheduling has been set to minimize the telephone hold times for all customers. Scheduling each trip can take 3 minutes or longer. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

Only a limited number of subscription service slots are available. If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

### ◀ How to Change a Scheduled Ride ▶

If plans change and you need to adjust your ride times, destination, seating type or other aspects of your trip, call METRO ParaCruz *before* 5PM the day prior. Remember, reservation agents schedulers are available every day (except specified holidays) from 8:00 AM until 5:00 PM. If you call on a those holidays to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the reservation agent scheduler you would like to change a ride that has already been scheduled. The reservation agent will ask you:

1. Your first and last name.
2. The date and time of the trip you are calling to change.
3. The new times that you would like to schedule, or changes you would like to make.

The reservation agent scheduler will always try to accommodate your needs, but changes to your original ride request may result in adjustment to your ready window and ride time, subject to schedule availability. The reservation agent scheduler will read back your new ready window and travel details.

### If Your Appointment is Running Late

Everyone has occasional circumstances beyond their control that can cause delays at a scheduled appointment. If your appointment is running later than you expected and you will not be ready for your scheduled return trip (or if you have missed your return ride), call METRO ParaCruz as soon as possible.

You will be asked for:

Your name

The time of your scheduled return trip pick-up

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip. [clarify. When you have a later pick up time for your return trip, convert to "will call"]**

### ◀ No-Shows ▶

No-shows cause excess delays, inconvenience to other riders, wasted resources and increase operating costs. ~~Generally, a "No Show" costs METRO ParaCruz as much as if the customer had taken the trip.~~ To emphasize the importance of avoiding "No-shows", METRO ParaCruz has ~~instituted this~~ adopted the following "No-Show" Policy. Through ~~the adoption of~~ this policy, a customer can have his/her service suspended for establishing a "pattern or practice" of missing scheduled trips which result in assessed "no-shows".

A "No-Show" is defined as follows:

- a) After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window
- b) The ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; or
- c) The vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

**A will call return scheduled for a ride that is not cancelled before 7 PM. (Will call returns can not be performed after 7 PM.) As time**

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**allows between the hours of 5 and 7 PM, Para Cruz staff will make an attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.**

**If a customer “No-Shows” for the first leg of a trip, any subsequent leg or return trip will not be canceled automatically and may result in additional “No-Show” assessments if not canceled as required by this policy.**

**If you miss a scheduled ride for any reason, be sure to call METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.**

If it is determined by METRO ParaCruz that the “No-Show” was assessed appropriately, the customer shall be notified in writing and shall be advised of the No-Show Policy and the consequences of excessive “No-Shows”.

When a customer has “No-Showed” 15% of his/her pickup and return rides, including all assessed “No-Shows” (for example 3 out of 20 trip legs) within a rolling 90-day period and the actual number of “No-Shows” exceeds 3 during the period, he or she shall be notified of the intention to suspend paratransit service to him/her for a fourteen (14) day period. [*Make a sentence for each one*]

**The customer has the right to appeal this determination before any suspension would be imposed and may do so by providing either a written or oral request for an appeal hearing to:**

**METRO ParaCruz  
2880 Research Park Drive, Suite 160  
Soquel, CA 95073  
Or telephone at (831) 425-4664.**

**The request for an appeal hearing must be made within 10 days from the date the notification of intended suspension was sent to the customer.**

If the customer does not appeal the suspension, the suspension shall will be scheduled and the customer shall be notified in writing 10 days in advance of the dates of the suspension dates. ~~The customer will be given 10 days notice of the suspension dates. All METRO ParaCruz schedulers shall be notified of the suspension.~~ The dates of suspension will be entered to Metro ParaCruz computer scheduling software and further rides can not be scheduled until the suspension dates end.

### **◀ Door-to-door service ▶**

Door-to-door service means that the driver will escort you from the designated street level entrance of the building you are being picked up from

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to the designated street level entrance of your destination. The driver is not allowed to enter your home, nor or to escort you beyond the street level entrance at your destination. If you travel with a personal care attendant (PCA), the driver ~~is not expected~~ **will not** to provide additional assistance to the attendant beyond boarding and de-boarding.

### What the Driver Will Do:

- Arrive at your pick up location and wait for up to five minutes.
- If your pick up is from a ~~nursing home~~ skilled nursing or group facility, drivers will meet you at the front of the main lobby. The driver is not permitted to go in search of a customer in the patients' room or other locations.
- Provide assistance from your front door to the vehicle.
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with seat safety belts.
- Assist with the securement of wheelchairs and mobility aids.
- Provide limited assistance with packages up to 30 pounds total. Driver must be able to load and unload them in one trip and without delaying the vehicle. (See grocery carts page \_\_\_)
- Provide the customer with assistance to the street level door of your destination.
- 

Page 14

~~Drivers are not allowed to lift passengers under any circumstances.~~

Drivers are not permitted to take wheelchairs (over 30 pounds) up stairs or excessively steep ramps [Added 8/21/06 **that exceed the California State Title 24 Building Codes and the ADA requirement of 1:12 ramp slope [for every 1 inch in rise there is to be 12 feet in length] or driveways.**

page 14

In addition, Per California Department of Vehicle Code, children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. METRO ParaCruz has a limited number of child car seats available. Please let the reservation agent scheduler know if you need one when scheduling your trip. If you have your own car seat, you are.

**◀ Wheelchairs and Other Wheeled Mobility Devices ▶**

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METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. Wheelchairs and scooters will be secured upright/non-reclining, [PAS7], facing forward. All wheelchairs and scooters that are within the following limits (when occupied) will be transported [PAS8]:

## ◀ Personal Care Attendants ▶

Some people need a Personal Care Attendant (PCA) to assist with personal care or tasks. A PCAs are is not required to pay a fare when traveling with you. A PCAs must get on and off the vehicle at the same places and times as the ~~you~~ customer. The driver does not provide assistance to the attendant beyond boarding, and de-boarding and securing seat belts..

For a PCA to ride free with you, your need for a PCA must be documented during the transit evaluation eligibility process. If your condition has changed since your eligibility certification and you now require an attendant, call the ParaCruz Eligibility Coordinator for more information.

You will need to tell the reservation agent scheduler when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

## ◀ Guests/Companions ▶

**If you make a reservation for them, you are always entitled to bring one guest/companion with you. Reservations for additional guests/companions will be accommodated only if there is enough space on the vehicle**

A guest/companion is someone you want to bring along to share the trip, not someone you must bring to assist you with personal care or tasks. Guests/companions must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent scheduler when you schedule trips that you will be traveling with one or more guests/companions. **Drivers cannot add riders who do not have a reservation.**

## ◀ Children ▶

All children under 46 inches tall must be accompanied by an adult. If traveling

with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare. (S.P. note: limit the number of children (3 per fixed route or 1 as per Para Cruz guest policy per ride and what if more than one needs a car seat?)

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a the fare ~~must be~~ is paid for the child and the adult attendant rides free.

~~In addition,~~ Per California Department of Vehicle Code, children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. METRO ParaCruz has a limited number of child car seats available. Please let the reservation agent scheduler know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child car seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please plan to bring someone else along to help you.

## ◀ Respirators and Portable Oxygen Equipment ▶

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. However, drivers are not permitted, ~~however,~~ to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

## ◀ Service Animals ▶

Service Animals are welcome on METRO ParaCruz vehicles. Service animals include guide dogs, signal dogs, and other animals specially trained to work or perform specific tasks for persons with disabilities. Service Animals must be under the full control of the owner at all times. Service Animals must not misbehave (e.g., soiling the vehicle, growling, harassing or licking other customers). Service Animals shall not occupy vehicles seats. ~~They and must are~~ to ride on the floor in either a sit or “down” position.

Be sure to inform the reservationist when you are scheduling a ride if you will be traveling with a service animal.

7.6.12

## ◀ Pets and Companion Animals ▶

Pets and companion animals may ride on METRO ParaCruz only if they are properly caged in a approved standard pet carrier and under the full control of their owner. Drivers are not permitted to carry cages (including the animal) heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a caged pet, please arrange to travel with someone guest who can help you.

## ◀ Inclement Weather/National Disasters ▶

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions or natural disasters which may jeopardize the safety of our passengers and employees. If service is suspended ~~On bad weather days~~ METRO ParaCruz will make every effort to contact scheduled riders to advise them ~~if service is suspended~~ of service suspension.

If you are traveling during inclement weather, be sure to prepare for longer ride times.

Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected. Please carry a plastic bag large enough to cover and protector the electronic controller of the wheelchair or scooter tiller in case of rain when boarding or de-boarding the vehicle.

## ◀ Lost and found ▶

To inquire about lost or found items call \_\_\_\_\_ or  
TTY \_\_\_\_\_ . Business hours are from \_\_\_\_\_ daily.

Note: Drivers will not use Para Cruz vehicle radios to check on lost items, except in extreme emergencies. If lost items are located, arrangements can be made to pickup at \_\_\_\_\_

7.613

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 8, 2006  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Maintenance  
**SUBJECT:** CONSIDERATION OF AWARD OF CONTRACT FOR ONE EACH 40 KW SKID-MOUNTED ENCLOSED GASEOUS ENGINE GENERATOR SET WITH STATE ELECTRIC GENERATOR

## ACTION REQUESTED AT THE SEPTEMBER 8, 2006 BOARD MEETING

### I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for one each 40 KW skid-mounted enclosed gaseous engine generator set with State Electric Generator.

### II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Three firms submitted bids for the District's review.
- District staff has reviewed all submitted bids.
- District staff is recommending that a contract be established with State Electric Generator to provide one each 40 KW skid-mounted enclosed gaseous engine generator set.

### III. DISCUSSION

The current emergency generator servicing the Encinal Avenue Offices does not produce enough kilowatts to adequately serve the power requirements of the District's Information Technology needs in the event of a power failure or disruption. Added computer capacity has increased the need for a larger emergency power backup.

On July 21, 2006, District Invitation for Bid No. 06-05 was mailed to fourteen firms and was legally advertised. On August 22, 2006, bids were received and opened from three firms. A list of firms and a summary of the bids received are provided in Attachment A. District staff has reviewed all submitted bids.

District staff is recommending that a contract be established with State Electric Generator to provide one each 40 KW skid-mounted enclosed gaseous engine generator set for an amount not to exceed \$ 26,662. Contractor will provide all equipment and materials meeting all District specifications and requirements.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the capital budget. Funds will be transferred in the amount of \$3,662 from the savings realized from the purchase of the shop truck.

#### **V. ATTACHMENTS**

- Attachment A:** Summary of bids received  
**Attachment B:** Contract with State Electric Generator

**Note: The RFP (or IFB) along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at [www.scmtd.com](http://www.scmtd.com)**

# Attachment A

<b>IFB No. 06-05 Emergency Standby Generator Bid Results</b>			
<b>Company Name</b>	<b>State Electric Generator</b>	<b>Spiess Electric</b>	<b>J.R.B. Electric</b>
Item 1 Furnish and install one 40 KW skid-mounted enclosed gaseous engine generator set, complete and operable with all necessary cooling systems, exhaust silencer(s) and safety equipment, in accordance with these specifications.	\$ 20,842.00	\$ 21,900.00	\$ 25,480.00
Item 2 OPTION: Cost to enlarge existing concrete pad if necessary. Cost shall include all materials and labor.	\$ -	\$ -	\$ -
Item 3 OPTION: Cost to install new gas line if needed. Cost shall include all materials and labor.	\$ 1,250.00	\$ 850.00	\$ 2,006.00
Item 4 OPTION: Cost to supply and install additional electrical conduit and wire as needed from generator to existing auto transfer switch. Cost shall include all materials and labor.	\$ 2,850.00	\$ 3,380.00	\$ 7,899.35
Item 5 Total with tax	\$ 26,661.47	\$ 27,936.75	\$ 37,487.45
Make/Model Offered	Taylor Power GS 45	Generac QT045 with catalyst	Taylor Power GS 45

8.91

**CONTRACT FOR PROCUREMENT OF 40 KW SKID-MOUNTED  
ENCLOSED GASEOUS ENGINE GENERATOR SET (06-05)**

THIS CONTRACT is made effective on September 28, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and STATE ELECTRIC GENERATOR ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set

District requires the purchase of a 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set to be used for standard purposes. In order to obtain said 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set the District issued an Invitation for Bids, dated July 21, 2006 setting forth specifications for such equipment. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set desired by the District and whose principal place of business is 211 Fern Street, Santa Cruz, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On September 22, 2006 District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated July 21, 2006.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated August 22, 2006.

## 2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

## 2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

## 3. TIME OF PERFORMANCE

### 3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

### 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. At the option of the District, this contract may be renewed for four (4) additional one (1) year terms under the same conditions and prices. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

## 4. COMPENSATION

### 4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor \$26,661.47 as identified in the Bid Form, Exhibit B, not to exceed \$26,661.47 for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$26,661.47 maximum amount payable under this contract, that it does so at its own risk.

### 4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

8.62

5. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060  
Attention: General Manager

CONTRACTOR

State Electric Generator  
211 Fern Street  
Santa Cruz CA 95060  
Attention Ernest Alexander

6. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on \_\_\_\_\_

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR—STATE ELECTRIC GENERATOR

By \_\_\_\_\_  
Ernest Alexander  
Owner

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

8.63

# **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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## **Invitation for Bid (IFB)**

**For 1 Each 40 KW Skid-Mounted Enclosed  
Gaseous Engine Generator Set**

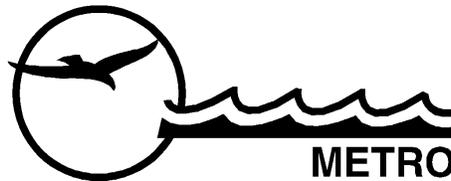
**District IFB No. 06-05**

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**Date Issued: July 21, 2006**

**Bid Deadline: 2:00 p.m., August 22, 2006**

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### **Contents of this IFB**

Part I.	Bid Form
Part II.	Instructions to Bidders
Part III.	Specifications
Part IV.	General Conditions of the Contract
Part V.	Special Conditions of the Contract
Part VI.	Contract
Part VII.	FTA Requirements for Non-Construction Contracts
Part VIII.	Protest Procedures

## PART I

### BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated July 21, 2006 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	<b>BASE BID:</b> Furnish and install one 40 KW skid-mounted enclosed gaseous engine generator set, complete and operable with all necessary cooling systems, exhaust silencer(s) and safety equipment, in accordance with these specifications.	1 Each			
2	<b>OPTION:</b> Cost to enlarge existing concrete pad if necessary. Cost shall include all materials and labor.	1 Lot			
3	<b>OPTION:</b> Cost to install new gas line if needed. Cost shall include all materials and labor.	1 Lot			
4	<b>OPTION:</b> Cost to supply and install additional electrical conduit and wire as needed from generator to existing auto transfer switch. Cost shall include all materials and labor.	1 Lot			
5	Total				

Generator Set Manufacturer/Model \_\_\_\_\_

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. **Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid.** The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s \_\_\_\_\_

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 06-05**  
**"40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set"**  
**Bid Opening 2:00 p.m., August 22, 2006**

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

\_\_\_\_\_  
Company Name

Indicate:

Sole Proprietorship     Partnership     Corporation

Joint Venture with \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of authorized company official

\_\_\_\_\_  
Typewritten name of above and title

\_\_\_\_\_  
Name, title, and email address of person to whom correspondence should be directed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID No.

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

Listing of major subcontractors proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOBBYING CERTIFICATION**  
**(Only for Contracts above \$100,000)**

**Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \1 2}  
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

**BUY AMERICA CERTIFICATE**

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

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

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

Company Name: \_\_\_\_\_

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

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

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

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

Company Name: \_\_\_\_\_

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

# BIDDER DBE INFORMATION

BIDDER'S NAME \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ %  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_

BIDDER'S ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 BID AMOUNT \$ \_\_\_\_\_  
 BID OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATON \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal non-responsive.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE  
 PARTICIPATION      \$ \_\_\_\_\_ %

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AREA CODE/TELEPHONE

(Detach from proposal if DBE information is not submitted with bid.)

- \* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
- \*\* DBE's must be certified on the date bids are opened.
- \*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

**NOTE:** Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

# BIDDER DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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TOTAL CLAIMED DBE PARTICIPATION \$ \_\_\_\_\_ %

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## PART II

### INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 110 Vernon Street, Suite B, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

When the Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or is signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

Submission of alternative bid or bids, except as specifically called for in the IFB, will render it informal and may cause its rejection.

5. **COMPETITIVE BIDDING:** If more than one bid is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work if otherwise qualified to do so.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the District's competitive bidding requirements and may render void any Contract let under such circumstances.

6. **EXPENSES TO BE INCLUDED IN BID PRICE:** Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into making the items procured under the IFB complete and ready for immediate use by the District without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.25 % of the total bid price. Federal Excise Tax, from which the District is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder.

Samples of items, when required, must be furnished free of expense to the District and, if not destroyed by tests may, upon request made at the time the samples are furnished, be returned at Bidder's expense.

7. **WITHDRAWAL OF BID:** Bidder may withdraw the bid before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Secretary/General Manager.
8. **TIME OF DELIVERY:** Time of delivery is part of the bid and must be strictly adhered to by the Bidder. Bidder obligates itself to complete the work within the number of days specified in the Contract.
9. **CANVASS OF BID:** At the hour specified in the Notice of Invitation to Bidders, the District, in open session, will open, examine and publicly declare all bids received and shall announce each bidder's price. The remaining content of the bids shall not be made public until after an award is made by the Board of Directors or District Staff as appropriate. Bidders, their representatives and others interested, are invited to be present at the opening of bids. Award will be made or bids rejected by the District within the time period specified in the Bid, if none is specified, within sixty (60) days after the date of bid opening.
10. **RIGHT TO REJECT BIDS:** The District may reject any and all bids at its discretion, and may reject the bid of any party who has been delinquent or unfaithful in any former contract with the District. The right is reserved to reject any or all bids and to waive technical defects, as the interest of the District may require. The District may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in the Instructions to Bidders.
11. **SINGLE BID:** If only one bid is received in response to the IFB, Bidder may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the bid price(s) are fair and reasonable. Bidder shall cooperate with District in compiling and submitting detailed information for the cost and price analysis.
12. **EXPERIENCE AND QUALIFICATIONS:** The Bidder may be required upon request of the District to prove to the District's satisfaction that the Bidder is responsible. Criteria used by the District to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed contractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. Other criteria include whether the original equipment manufacturer of the items bid (1) has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the Contract and (2) has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period and the useful life of all items bid. To help the District assess Bidder's responsibility and ability to provide continued parts, service, and engineering support for the useful life of all items bid, Bidder may be required to submit, at its own cost, its latest Dunn & Bradstreet report and its latest independently audited financial statements.
13. **APPROVED EQUALS:** In order to establish a basis of quality, certain items or processes may be specified by description or brand name. Unless otherwise specified, it is not the intent of the IFB to exclude other items or processes of equal value, utility or merit.

Bids for equivalent items meeting the standards of quality thereby indicated will be considered provided they are received by no later than fourteen calendar days before the date of bid opening. Any such bid shall include adequate information and samples, including technical data, test results, performance characteristics, life-cycle costs, and other salient characteristics to clearly describe the item or process offered and how it equals or exceeds the characteristics of the referenced brand or process.

Unless the Bidder clearly indicates otherwise in the bid, it is understood that he/she is offering a referenced brand or process as specified herein. The District reserves the right to determine whether a substitute offer is equivalent to, and meets the standards of, quality indicated by the brand name or process referenced.

14. AWARD OF CONTRACT: The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.
15. EXECUTION OF CONTRACT: The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (110 Vernon Street, Suite B, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. ERRORS AND ADDENDA: If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. NON-DISCRIMINATION: The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. DISADVANTAGED AND BUSINESS ENTERPRISES: The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD: Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the Purchasing Agent at (831) 426-0199.
20. PREVAILING WAGES: Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the District has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Department of Industrial Relations publication entitled General Prevailing Wage Rates, current edition, available by going to the world wide web at the following address:  
**<http://www.dir.ca.gov/dlsr/main.htm>**

## **PART III**

### **SPECIFICATIONS FOR 40KW SKID-MOUNTED ENCLOSED GASEOUS ENGINE GENERATOR SET**

#### **1. GENERAL DESCRIPTION**

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. Contractor shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all work shall be new and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete. Brand Names described below are used to indicate levels of quality. Approved equals requests must be made fourteen (14) days in advance of the bid date.

**Each potential bidder is encouraged to attend the pre-bid conference located at the job site of 370 Encinal Street, Suite 100, Santa Cruz, California on August 2, 2006 at 10:00am which will include a job-walk of the project.**

#### **2. SCOPE OF WORK**

- 2.1 The Contractor shall furnish and install one 40KW skid-mounted enclosed gaseous engine generator set, complete and operable with all necessary cooling systems, exhaust silencer(s) and safety equipment, in accordance with these specifications.
- 2.2 A single Contractor shall be made responsible for furnishing the Work of this IFB; however, the Contractor shall be responsible to the District for compliance with the requirements of this Section. The responsible Manufacturer shall be the generator set Manufacturer, who shall coordinate all parts and phases of the Work, including electrical connections.
- 2.3 Single Manufacturer: Like items shall be the end products of one Manufacturer for the purpose of standardization, operation, maintenance, special tools, and spare parts.
- 2.4 Manufacture: The generator set shall be assembled and tested by Taylor Power systems or equal.

#### **3. SUBMITTALS**

- 3.1 General: Provide all useful information on unit
- 3.2 Shop Drawings: Shop drawings shall include the following information:
  - 3.2.1 Standard Manufacturer's printed specification sheets showing engine and generator set specifications including dimensions, weights, Manufacturer and model number, hp and kW rating at 0.8 power factor, rotational speed, piston displacement, number of cylinders, guaranteed fuel consumption at 25%, 50%, 75% and 100% of full rated load, engine bhp available, jacket water heat rejection rate, cooling pump characteristics, exhaust flow rate and temperature at 25%, 50%, 75% and 100% of rated load, ventilation requirements, combustion air requirements, cooling system static head pressure limitation, exhaust backpressure limitation, rolling ampere rate for electric starting, liquid refill capacities, generator efficiency at 100% load, generator set ventilation requirements, Telephone

- Influence Factor (TIF), harmonic wave distortion, transient reactance (x'd), type of winding insulation, generator temperature rise, regulation characteristics, generator overspeed capabilities, voltage, phase, frequency and correction data and main fuse ratings.
- 3.2.2 Engine and generator type, material composition, and construction.
  - 3.2.3 Flow schematics for the air induction, lubrication, cooling and fuel systems. Electrical schematic and interconnection wiring diagrams including legends for all equipment.
  - 3.2.4 Manufacturer's printed warranty statement for the engine and generator set including all appurtenances, showing single source responsibility by the generator set Manufacturer.
  - 3.2.5 Generator control panel equipment and features.
  - 3.2.6 Accessory catalog cuts and electrical power requirements for all equipment including the vibration isolators, cooling systems, starter, flexible exhaust coupling, exhaust silencer, batteries, battery rack, battery charger, mainline circuit breaker and enclosure, engine Manufacturer's transducers for monitoring, metering and safety circuits, jacket water heater.
  - 3.2.7 Standard blank test forms and specifications for test procedures for engine-generator set performance and vibration analysis.
  - 3.2.8 Normal operating ranges for systems temperature, pressure, and rotational speed.
  - 3.2.9 Type, make, and accuracy of isochronous governor.
  - 3.2.10 Electrical schematic diagrams for all equipment to be provided.
  - 3.2.11 Sequence of operation of all portions of schematic diagram.
  - 3.2.12 Dealer preventive maintenance contract as indicated below.
- 3.3 Owner's Manual: The Contractor shall furnish two (2) each complete Owner's Manuals.
- 3.3.1 Documentation
    - 3.3.1.1 Factory Test Results: After factory testing, the Contractor shall furnish transient load response data of the engine-generator set as measured by a fast response strip chart recorder. Data shall be the result of actual testing of the gaseous engine and generator set and shall show voltage dip and overshoot, frequency dip and overshoot, and recovery time under the following conditions:
      - (1) no load to half load
      - (2) no load to full load
      - (3) half load to full load
      - (4) full load to no load
    - 3.3.1.2 Manufacturer's Certification: After field testing, the Contractor shall submit the equipment Manufacturer's certification that the engine-generator has been satisfactorily tested, installed, is ready for start-up, and meets the requirements of the Specifications.

#### **4. GUARANTEE**

Equipment provided under this Section shall be guaranteed against defective parts and workmanship under the terms of the Manufacturer's and Supplier's standard warranty. In no event shall the warranty be for a period of less than one year from date of final acceptance of the equipment, and it shall include labor, materials, and travel costs for necessary repairs at the job site. During the guarantee period, the Contractor shall respond to telephone notification of defective work from the District by dispatching a competent repair person to the project site within 24 hours. The repair person shall have access to all necessary parts within 24 hours. Repairs involving parts shall start within 48 hours of the notification above.

#### **5. PRODUCTS**

##### 5.1 General

##### 5.1.1 Identification:

##### 5.1.1.1 Equipment name-Standby Gaseous Generator

- 5.1.1.2 Size- 40 KW
- 5.1.1.3 Quantity: One Each
- 5.1.1.4 Site Location: 370 Encinal Street, Suite 100, Santa Cruz, California
- 5.1.1.5 Service: Standby Duty

5.1.2 Environmental Conditions: The WORK of this Section shall be appropriate for long term operation under the following conditions:

- 5.1.2.1 Outdoors.
- 5.1.2.2 Temperatures ranging from 40 to 110 degrees F.
- 5.1.2.3 In an atmosphere containing ambient moisture.
- 5.1.2.4 Relative humidity ranging to 100 percent.
- 5.1.2.5 At an altitude of 500 feet above sea level.

## 5.2 Engine

- 5.2.1 Engine Rating: The engine shall be sized to produce sufficient power at 1800 rpm when operating on natural gas, with all accessories connected, at the given site conditions, to drive the generator throughout its operating range.
- 5.2.2 Engine Construction: The engine shall be a four-stroke gaseous engine, and spark ignited. The connecting rods shall be of the "H" shape design for increased strength. Main and rod bearings shall be of three special metal alloys (copper-lead, nickel and lead-tin) on a steel backing. The cylinder block shall be of single piece construction. The crankshaft shall be induction hardened and capable of being rebuilt.
- 5.2.3 Standby Generator to be 2 wire start and shall be compatible with existing transfer switch.
- 5.2.4 Approved Manufacturer: General motors, Volvo, Ford Motor Co. or equal.
- 5.2.5 Governor: The engine shall be equipped with a ¼ percent tolerance electronic governor, capable of isochronous frequency regulation from no load to full load; it shall maintain rotational speed within the tolerance indicated above. Frequency dip shall not exceed 15% and recovery time to normal shall be better than 7 seconds upon application of 100% block load. Governor shall be as manufactured by the following .
  - 1. Woodward
  - 2. Barber Colman
  - 3. Or equal to above
- 5.2.6 Cooling System: The primary cooling system shall be a unit mounted vertical tube and fin type radiator. The system shall be filled with a 50 percent ethylene glycol solution with rust inhibitor. The radiator shall be rigidly supported by structural members, designed to resist all stresses created by seismic load. The radiator shall be designed to operate with a 104 degree F ambient air temperature, with the engine at full rated load and 200 degrees F maximum top tank temperature. The radiator shall be designed for a pressure drop of 0.75" of Water Column across the radiator.
- 5.2.7 Jacket Water Heaters: Electric immersion heaters shall be installed in the jacket water system, complete with the thermostat control, to maintain, at all times while the engine is not in operation, a jacket water temperature of not less than 100 degrees F. The heaters shall be rated at 2500 watts each for 240 volt, single phase, 60 Hertz supply. V-type engines of 12 or more cylinders, shall have one heater for each bank of cylinders. Jacket water heaters shall be as manufactured by the following, or equal.
  - 1. Kim Hotstart Manufacturing Co.
  - 2. Philips & Temro
- 5.2.8 Fuel System: Engine to be supplied with all necessary fuel solenoids, second stage Regulators, strainers and be able to operate at fuel load on 10 inches of water column.
- 5.2.9 Lubrication System: The engine shall have a positive displacement gear-type lubricating oil pump and a full flow lubricating oil filter system which shall filter all oil before it enters the main

bearing galleries and other areas to be lubricated. The crankcase shall have inspection cover plates to permit easy inspection and access to the oil pump and oil pump screen. The oil filter system shall be an engine-mounted, spin-on, cartridge type that does not block access to engine inspection ports and essential piping.

- 5.2.10 Base and vibration isolators: The engine-generator set shall be factory-mounted on a torsionally stiff structural steel base, fabricated from welded flange channel or I-beam sections, to ensure adequate mounting surface contact and minimal deflection. The system shall be mounted on a structurally designed concrete foundation as indicated. Seismic Neoprene isolators will be used for isolation, and the isolation efficiency shall be greater than 92%. They shall be as manufactured by the following or equal.

- a. Caldyn
- b. Mason

- 5.2.11 Starting Motor: The unit shall be equipped with a 12 or 24 volt dc starting motor(s) allowing for pre-engagement before rotation with a Bendix drive to prevent over-speeding.

- 5.2.12 Batteries: A set of lead-acid storage batteries of the heavy-duty, starting type shall be provided for each engine generator. The batteries shall be 12/24 volt compatible with the starting system. The battery set shall be rated for minimum three thirty second cranking cycles with ten seconds between cycle times at 32 degrees F, but not less than 225 ampere hours. All necessary cables and connecting clamps shall be provided. Batteries shall be as manufactured by the following, or equal:

1. Federal Battery
2. Exide Corp.

- 5.2.13 Battery Charger: One current limiting battery charger shall be provided to automatically recharge the batteries. The charger shall float at 2.17 volts per cell and equalize at 2.33 volts per cell. It shall include overload protection, silicone diode full wave rectifiers, voltage surge suppressor, dc ammeter, dc voltmeter, and fused ac input for 120 volts, single phase. The output shall be not less than 10 amperes. The charger shall be in a NEMA 1 enclosure suitable for wall mounting, and shall be ULC listed. The charger shall locally indicate loss of ac power, low battery voltage, and high dc charge rate through a common output alarm to the engine-generator control panel. Battery charger shall be manufactured by the following or equal :

1. Thomson Technologies
2. Charles

### 5.3 AC Generator

- 5.3.1 General: The generator shall be assembled, packaged, and shipped as a complete unit with the engine by the engine Manufacturer or Supplier.

- 5.3.2 Rating: The generator shall be rated @ 40 KW continuous stand-by duty, 3 phase, 4 wire, 120/208volt, 105 degrees C temperature rise (Class H rise) over 40 degrees C ambient temperature, 60 Hertz at 1800 rpm with field windings braced for solid resistance grounding. **No exceptions to this specification.** The rating shall be for continuous standby operation during interruption of the normal utility power. The generator shall be sized in accordance with the following requirements:

1. The maximum transient voltage dip and voltage recovery time shall not exceed 25 percent and 8 seconds respectively on application of 100 percent block load.
2. Non linear loads up to 30 percent of the unit's kVA rating shall not cause overheating due to harmonics.

- 5.3.3 Design: The generator shall be rigidly coupled to the engine, permanently aligned, and of drip proof construction, with shielded, permanently lubricated ball bearings. The generator shall be of the brushless revolving field type with brushless exciter and solid state voltage regulator.
- 5.3.4 Brushless Exciter: The brushless exciter shall include semiconductor surge suppressers for protection of the three-phase, full-wave silicon divider rectifiers from transient over voltage induced by load surges.
- 5.3.5 Permanent Magnet Generator (PMG): A PMG shall provide excitation power to the automatic voltage regulator of immunity from voltage distortion caused by nonlinear SCR-controlled loads on the generator. The PMG shall sustain main field excitation power for optimum motor starting and to sustain short circuit current for selective operation and coordination of system over current devices.
- 5.3.6 Automatic Voltage Regulator: The automatic voltage regulator shall be temperature compensated, solid-state design. The voltage regulator shall be equipped with three-phase RMS sensing. The regulator shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The regulator shall include an under-frequency roll-off torque-matching characteristic, which shall reduce output voltage in proportion to frequencies below a threshold of 58 Hz. The torque-matching characteristic shall include differential rate of frequency change compensation to use maximum available engine torque and provide optimal transient load response. Regulators, which use a fixed-volts-per-hertz characteristic, are not acceptable.
1. The rotor shall incorporate "wet" layer windings and it shall be dynamically balanced within 0.001 inch peak-to-peak amplitude displacement while sustaining 25 percent overspeed.
- 5.3.7 Materials: The generator shall have a cast-iron or fabricated steel frame, class F or H insulation on both stator and rotor, epoxy impregnated with material that will not support fungus growth.
- 5.3.8 Voltage Regulation: The voltage regulator shall be a solid-state 3 phase sensing, volts per hertz type, manufactured by the generator Manufacturer. It shall be shock mounted in the generator and shall regulate voltage within plus and minus 1 percent from no load to full load. Adjustable controls for voltage drop, level and gain shall be easily accessible. Voltage level adjustment shall be within a minimum of plus 10 percent and minus 25 percent. It shall incorporate an electronic build-up circuit. Build-up relays shall not be allowed. The steady state voltage drift shall be less than 0.5 percent. Maximum voltage drift shall not be more than 1 percent for a 40 degrees C ambient temperature change. The voltage regulator response time shall be a fast 1 cycle (less than 20 milliseconds). It shall include EMI and RFI suppression satisfying the requirements of industrial and commercial standards and having a TIF factor of less than 50. Protection shall incorporate fuses and a solid state circuit that removes the excitation when the generator is overloaded for 10 seconds, breaker trip contact, or loss of sensing, under voltage and under frequency are experienced. It shall provide rapid response during transient conditions. A boost design shall be incorporated that would allow 300% of rated current for 10 seconds in the event of a short circuit.
- 5.3.9 Performance: The waveform deviation shall not exceed 5 percent from a true sine wave. The transient response from no load to full load of the engine-generator set shall not exceed a voltage dip of 25 percent, a frequency dip of 15 percent, following block load application. Voltage and frequency response times shall be better than 8 seconds and 7 seconds respectively. These measurements shall be made by a fast response strip chart recorder and be a result of testing the engine-generator set combination.
- 5.3.10 The voltage regulation system shall be insensitive to induced wave shape distortion from SCR or thyristor circuits used in the uninterruptible power supply, motor speed control, variable frequency drives, or equipment loads.
- 5.3.11 Generator Space Heater: The generator shall have a thermostatically controlled 120 volt, 60 Hertz, space heater to keep the generator dry. The heater shall start automatically when the generator is not operating.
- 5.3.12 Terminal Box: All wiring points for interconnection between the engine-generator set and the control panel shall be through a single junction box mounted on the engine-generator set

containing numbered terminal strips for field wiring. The junction box shall provide for bottom conduit entry.

Approved Supplier: Marathon Electric or equal

- 5.3.13 Generator Breaker : A main line circuit breaker shall be provided on the output of the generator. The breaker shall come with Long Time, and Instantaneous trip mechanism.

Approved Manufacturer – ABB, Siemens or equal

#### 5.4 Engine-Generator Control Panel

- 5.4.1 General: The CONTRACTOR shall provide with the engine-generator set a unit mounted control panel for automatic starting, operating, and stopping of the unit in response to automatic control commands. Unit to be 2 wire start.
- 5.4.2 Generator Set Controller and Circuit Breaker Panel: The engine – generator control panel shall be a separately mounted type in a 14 gage steel drip proof NEMA 1 enclosure, free standing and contain the generator set controller as well as the 2500 Amps circuit breaker. The control panel shall have no exposed points in the control (with the door open) that operate in excess of 50 volts.. The control panel shall have the following: Selector switch with Auto / Off / Manual positions. The generator set controller shall have the following features and function as a minimum: Digital metering, 0.5% accuracy, RMS type, to indicate generator voltage, frequency, current, kW, and power factor. Output voltage readings shall be available in line-to-line and line-to-neutral voltages and shall display all three phase voltages line to neutral and output current simultaneously and line neutral and line to line simultaneously.
- 5.4.3 Generator Set Alarm and Status Indication: The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status, and existing alarm and shutdown conditions. The lamps shall be high-intensity LED type. The generator set control shall indicate the existence of the following alarm and shutdown conditions on a back lighted digital display panel.

1. Oil Pressure Not Built (alarm)
2. Low Oil Pressure (alarm)
3. Oil Pressure Sender Failure (alarm)
4. Low Engine Temperature (alarm)
5. High Engine Temperature (alarm)
6. High Engine Temperature (shutdown)
7. Oil Temperature High (alarm)
8. Oil Temperature Sender Fault (alarm)
9. Low Coolant Level (alarm or shutdown – selectable)
10. Fail to Crank (shutdown)
11. Overcrank (shutdown)
12. Engine Slow Crank (alarm)
13. Overspeed (shutdown)
14. High AC Voltage (shutdown)
15. Low AC Voltage (shutdown)
16. Under Frequency (shutdown)
17. Over Current (shutdown)
18. Overload (alarm)
19. Under Frequency (alarm)
20. Generator Frequency not Built (alarm)
21. Engine Shutdown Failed
22. Engine Oil Pressure (psi or kPa)
23. Engine Coolant Temperature (degree F or C)
24. Number of Hours of Operation (hours)
25. Battery Voltage (DC volts)

The control system provided shall be fully functional in any ambient temperature from - 20°C to 70°C.

The controls shall include self-diagnostic service functions. The control self test functions shall cause the system to test all circuit boards, wiring and sensors. Faults indicated by self-test shall be displayed on the engine-generator set control panel.

Circuit boards within the generator set control shall be provided with LED diagnostic indicating lamps.

The generator set controller shall be provided with controls and monitoring devices to accurately sense engine conditions. The equipment provided shall be capable of detecting a failed sending unit, or failed wiring connections, and sounding an "electronic horn", "bell" or "Sonalert alarm" for this condition.

## 5.5 Accessories

5.5.1 Owners Manuals: Two (2) complete copies.

5.5.2 Weather Protective Enclosure: The engine- generator set shall be factory enclosed in a heavy gauge steel enclosure with lift off type hinges on all doors. The enclosure shall be coated with electrostatically applied power paint, baked and finished to manufacturers specs. Unit noise shall not exceed city of Santa Cruz noise limits/levels for commercial areas.

5.5.3 Safety Guards: All exposed moving parts of the engine-generator set and all uninsulated parts of the exhaust system within human reach shall be provided with safety guards as required by OSHA.

5.5.4 Pressure and Temperature Switches: Engine-mounted pressure and temperature switches shall be suitable for the generator set controller offered. The following shall be provided:

1. Pressure switches shall be provided for low lube oil pressure alarm and shutdown.
2. Temperature switches shall be provided for jacket water low temperature alarm and high temperature shutdown and for lube oil high temperature alarm and shutdown.

## 5.6 Automatic Transfer Switches (ATS)

Existing switch shall be used, new generator shall be compatible with this switch. This will be the contractors responsibility.

## 5.7 Spare Parts

Spare Parts: The CONTRACTOR shall furnish the following spare parts. Spare parts shall be tagged and packaged.

Quantity	Description
1 each	air filters, oil filters, and fuel filter elements
1 complete set	fuses for electrical appurtenances

## 5.8 Factory Testing

5.8.1 Inspection and Testing Requirements: The engine-generator set shall be tested at the factory for proper operation prior to delivery. The Manufacturer shall conduct standard test procedures including the following:

1. Visual inspection of components to determine compliance with the Contract Documents.
2. Simulation of safety shutdowns and alarms.

3. Maximum vibration levels shall be recorded at no load and full load conditions in accordance with standard practice. All readings shall be to the Manufacturer's tolerance.
4. The gaseous engine shall be tested in accordance with the procedures and standard practice required by the Engine Manufacturer's, as follows:
  - a. Control logic and instrument calibration test.
  - b. Start cycle test.
  - c. Heat run test.

#### 5.9 Manufacturers

- 5.9.1 The Manufacturer shall be a firm specializing in the manufacture of engines and assembly of engine-generator sets with all necessary appurtenances of the type and size indicated, with a minimum of 10 years experience.
- 5.9.2 The engine Manufacturer shall offer a remanufactured parts program covering such items as heads, water pumps, turbocharger, crankshaft, and camshaft.
- 5.9.3 Engine – Generators shall be from the following manufacturers, or equal. All provisions applicable to meet current emissions standards as well as current configurations and requirements of NFPA, NEC, NEMA, OSHA, UL, CSA and local authority having jurisdiction shall be satisfied by the below listed supplier.
  1. Taylor Power or equal

### 6. SERVICES OF MANUFACTURER

6.1 Inspection, Startup, and Field Adjustment: An authorized service representative of the Manufacturer shall be present at the site to witness the following and to certify in writing that the equipment and controls have been properly installed, aligned, lubricated, adjusted, and readied for operation:

1. Installation of the equipment
2. Inspection, checking, and adjusting the equipment
3. Startup and field-testing for proper operation
4. Performing field adjustments to ensure that the equipment installation and operation comply with the specified requirements.
5. Completed and operational test using facility loads to simulate a normal power failure and verify all functions to the satisfaction of the DISTRICT and ENGINEER.

6.2 Instruction of the District's Personnel:

- 6.2.1 An authorized training representative of the Manufacturer shall be present at the site for one day to instruct the DISTRICT'S personnel in the operation and maintenance of the equipment, including step-by-step troubleshooting with necessary test equipment. Instruction shall be specific to the models of equipment provided.
- 6.2.2 The representative shall have at least two year's experience in training. A resume for the representative shall be submitted for consultant approval prior to class training.
- 6.2.3 Training shall be scheduled a minimum of two weeks in advance of the first session.
- 6.2.4 Proposed training material and a detailed outline of each lesson shall be submitted for review. Comments shall be incorporated into the material.
- 6.2.5 The training materials shall remain with the trainees.
- 6.2.6 The DISTRICT may videotape the training for later use with the DISTRICT'S personnel/equipment.

### 7. INSTALLATION

7.1 The engine-generator set including all accessories shall be installed in accordance with the Manufacturer's printed recommendations. The installation shall be supervised by the Manufacturer's authorized field representative.

- 7.2 The engine-generator set shall be anchored in place on a structurally designed vibration-isolated concrete pad with leveling channels.
- 7.3 Supplier's Services: It is in the intent of these Specifications that the unit Supplier shall furnish and install all associated unit-mounted equipment and accessories and furnish all the labor to make the system complete and operable. The engine shall be filled with all necessary lubricants, coolants, and drinking water quality cooling water with a solids content of less than 200 parts per million.
- 7.4 Lubricants and Coolant: The CONTRACTOR shall provide all necessary lubricating oil, grease, and coolant solutions to fill and test all parts of the engine-generator set lube and cooling systems, as recommended by the Manufacturer.

**8. PROTECTIVE COATING**

The engine-generator set and all appurtenances indicated in the Section shall be coated according to Part III, item 5.5.2.

**9. START-UP AND OPERATING INSTRUCTIONS**

Upon completion of the installation and field tests, start-up shall be performed in accordance with the Manufacturer's recommended standard procedures.

**10. FIELD-TESTING**

The CONTRACTOR, In the presence of the ENGINEER and the equipment Manufacturer, shall test the installed engine-generator set with the available site load, to demonstrate compliance with all requirements. The unit shall be checked for excessive vibration and alignment. An operations guide and parts book shall be left in a rigid, plastic pouch, attached to the unit. Upon completion of the field-test, the Manufacturer shall furnish a written certification stating that the unit has been installed correctly and meets all operating requirements satisfactorily.

**11. MAINTENANCE CONTRACT**

The Contractor shall include in their bid price, a one-year maintenance inspection contract with two visits, at least six months apart. The contract shall include inspection of the engine, generator, batteries, battery charging system, cooling system, exhaust system, foundation isolation and safety shutdowns. An oil sample shall be analyzed each time and an interpretive report filed with the District. Vibration measurements shall be taken for inclusion in the report. Oil and filter changes will be performed by the District.

**12. INSTALLATION OF GENERATOR:**

The contractor will submit a separate cost figure for the following items.

- 1. Enlargement of existing concrete pad if necessary. Existing pad size is 6' x 10'.
- 2. Installation of new gas line if needed.
- 3. Supply and install additional electrical conduit and wire as needed from generator to existing Auto Transfer Switch.

**13. APPROVED EQUALS**

District has received and reviewed specifications on the following equipment: Generac Power Systems Inc. model QT045 and Cummins Power Generation model GGFE. The District will accept these units as equal to District specifications provided that the units will comply with all federal, state and local codes including the requirements of the Monterey Bay Unified Air Pollution Control District and City of Santa Cruz sound ordinances/codes for commercial zones.

## **PART IV**

### **GENERAL CONDITIONS TO THE CONTRACT**

#### **I. GENERAL PROVISIONS**

##### **1.01 Governing Law & Compliance with All Laws**

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

##### **1.02 Right to Modify Contract**

District may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties in accordance with Section 13.14.

#### **2. TERMINATION**

##### **2.01 Termination for Convenience**

2.01.01 The performance of Work under this Contract may be terminated by the District upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever the District determines that such termination is in the District's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of such part of the Work as shall not have been terminated by the notice of termination; and (9)

take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

## 2.02 Termination for Default

- 2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.
- 2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

The rights and remedies of the District provided in this Article 2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 3. FORCE MAJEURE

### 3.01 General

Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section 3 shall not preclude District from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.

### 3.2 Notification by Contractor

Contractor shall notify District in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the District to evaluate any Contractor request for relief under this Article 3. District shall examine Contractor's notification and determine if the Contractor is entitled to relief. The District shall notify the Contractor of its decision in writing. The District's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

### 3.03 Losses

Contractor is not entitled to damages, compensation, or reimbursement from the District for losses resulting from any "force majeure" event.

#### 4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. District shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of District is to ensure that such services are performed and rendered in a competent and cost effective manner.

##### 5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the District for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

#### 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

##### 6.01 Scope

Contractor shall exonerate, indemnify, defend, and hold harmless District (which for the purpose of Articles 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- 6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property(ies) of Contractor and third persons.
- 6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

#### 7. INSURANCE

##### 7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance

coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

#### 7.02 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractors vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
  - (b) Full Personal Injury coverage.
  - (c) Broad form Property Damage coverage.
  - (d) A cross-liability clause in favor of the District.

#### 7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by District.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit District is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the District shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify District in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide District at or before the effective date of this Contract with a certificate of insurance of the coverage required.

8. RESERVED

## 9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor or subcontractor shall not discriminate on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

## 10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

## 11. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This applies to both DBE and non-DBE subcontractors.

Prime subcontractors must include the prompt payment language of paragraph 1 in all subcontracts, regardless of subcontractor's DBE status. Failure of a prime contractor to uphold prompt payment requirements for subcontractors will result in District withholding reimbursement for completed work.

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

The Contract shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

### 13.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13.15; and the hold harmless agreement contained in Article 6 shall survive.

### 13.03 Limitation on District Liability

The District's liability is, in the aggregate, limited to the total amount payable under this Contract.

### 13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute

alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

#### 13.05 Publicity

Contractor agrees to submit to District all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein the District's name is mentioned or language used from which the connection of District's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of District.

#### 13.06 Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

#### 13.07 Attorneys' Fees

In the event that suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

#### 13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

#### 13.09 Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

#### 13.10 Cal OSHA/Hazardous Substances

13.10.01 Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on District property, (2) ensure that its employees take appropriate protective measures, and (3) provide the District's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on District property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify the District against any and all damage, loss, and injury resulting from non-compliance with this Article.

13.10.03 Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.

13.10.04 Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

#### 13.11 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without previous written consent by the District; and any such action by Contractor without District's previous written consent shall be void.

#### 13.12 No Subcontract

Contractor shall not subcontract or permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of the District. Any such action by Contractor without District's previous consent shall be void.

#### 13.13 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

#### 13.14 All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

#### 13.15 Audit

This Contract is subject to audit by Federal, State, or District personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

#### 13.16 Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on District premises or in a District vehicle.

#### 13.17 Responsibility for Equipment

13.17.01 District shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment used by Contractor, or any of its employees, even though such equipment be furnished, rented or loaned to Contractor by District.

13.17.02 Contractor is responsible to return to the District in good condition any equipment, including keys, issued to it by the District pursuant to this Agreement. If the contractor fails or refuses to return District-issued equipment within five days of the conclusion of the contract work the District shall deduct the actual costs to repair or replace the equipment not returned from the

final payment owed to contractor or take other appropriate legal action at the discretion of the District.

#### 13.18 Grant Contracts

13.18.01 Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

#### 13.19 Time of the Essence

Time is of the essence in this Contract.

## **PART V**

### **SPECIAL CONDITIONS OF THE CONTRACT**

#### **1. BASIC SCOPE OF WORK**

##### **1.01 Basic Scope of Work**

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated July 21, 2006.

#### **2. DEFINITIONS**

##### **2.01 General**

The terms (or pronouns in place of them) have the following meaning in the Contract.

2.01.01 ACCEPTANCE DATE - The date on which delivery is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the District.

2.01.02 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2 of Part VI - "Contract for ITEM," and any written amendments made in accordance with Article 13.14 of Part IV - "General Conditions of the Contract".

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

2.01.05 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

2.01.06 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

#### **3. BUY AMERICA CERTIFICATE**

Contractor shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 Code of Federal Register Part 661. As evidence of Contractor's knowledge and understanding and certification of intention of compliance, Contractor has executed a Buy America Certificate, which is included as part of the "Bid Form" and incorporated herein by reference. If steel and manufactured products are needed by Contractor for its performance under the provisions of the Contract, Contractor shall only use steel and manufactured products that were produced in the United States.

#### **4. LIQUIDATED DAMAGES**

If the work is not completed within the time required, damage will be sustained by the District. It is, and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain by reason of such delay; and it is therefore agreed that the Contractor shall pay to the District fifty dollars (\$50.00) for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

The Work shall be regarded as completed upon the date the District has accepted the same in writing.

## 5. STATE CONTRACT PROVISIONS

- 5.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting for the provisions of this section.
- 5.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 5.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to District under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.
- 5.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 5.05 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of District's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

## 6. LABOR HARMONY REQUIREMENT

The construction manager/general and sub-contractor(s) at all tiers must be able to furnish labor that can work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site. Without limiting the generality of the foregoing, 'labor harmony' shall include a provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any work disruption, slowdowns

or stoppages, or any violence or harm to any persons or property while performing any work or activities affecting the project in any way, including but not limited to: (1) traveling to and from the work site; (2) loading, transporting and off-loading of equipment and materials on the construction site; (3) delivery, receipt and unloading of material or equipment, or the provision or receipt of any construction-related services at any designated storage area, or the work site; (4) the performing of the work of the contract at the work site; and on non-working time associated with the above while employees are on site (e.g. lunch hours, breaks, queuing for transportation, etc.).

If a contractor causes any work disruption, slowdowns or work stoppages as a result of its inability to ensure labor harmony, that contractor shall pay to District the sum of \$100 per day as liquated damages while such work disruption, slowdown or work stoppage is underway. As an independent and further remedy, District reserves the right to order the offending contractor to cease work on the project until such time as the work disruption, slowdown or stoppage is resolved and, if the work disruption, slowdown or stoppage is not resolved in District's opinion, within a reasonable period of time, District reserves the right to withdraw the contract from the contractor and to put such contract or remainder of such contract out for re-bid.

If District claims that this provision has been violated, the contractor(s) must agree to submit the issue to emergency arbitration for final and binding resolution. The permanent arbitrator over such disputes shall be the Honorable Nat Agliano, retired or, if he is unavailable, the Honorable Richard Silver, retired. If they decline to serve and the parties are unable to agree on an acceptable alternative, the arbitrator will be selected by petition to the Superior Court for the County of Santa Cruz. The Arbitrator's authority shall be limited to a determination of whether the Labor Harmony requirement has been violated and, if so, what shall be the remedy.

## PART VI

### CONTRACT FOR PROCUREMENT OF 40 KW SKID-MOUNTED ENCLOSED GASEOUS ENGINE GENERATOR SET (06-05)

THIS CONTRACT is made effective on \_\_\_\_\_, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

##### 1.02 District's Need for 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set

District requires the purchase of a 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set to be used for standard purposes. In order to obtain said 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set the District issued an Invitation for Bids, dated July 21, 2006 setting forth specifications for such equipment. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

##### 1.03 Contractor's Bid Form

Contractor is a supplier of 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set desired by the District and whose principal place of business is \_\_\_\_\_. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said 40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set which is attached hereto and incorporated herein by reference as Exhibit B.

##### 1.04 Selection of Contractor and Intent of Contract

On \_\_\_\_\_, District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

##### 1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

District and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated July 21, 2006.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated August 22, 2006.

## 2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

## 2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

# 3. TIME OF PERFORMANCE

## 3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

## 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. At the option of the District, this contract may be renewed for four (4) additional one (1) year terms under the same conditions and prices. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

# 4. COMPENSATION

## 4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor \_\_\_\_\_ as identified in the Bid Form, Exhibit B, not to exceed \$ \_\_\_\_\_, for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$ \_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

## 4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts

billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District  
370 Encinal Street  
Suite 100  
Santa Cruz, CA 95060

Attention: General Manager

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

6. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on \_\_\_\_\_

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR-- \_\_\_\_\_

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

## **PART VII**

### **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

#### **1.0 GENERAL**

This Contract is subject to the terms of a financial assistance contract between the Santa Cruz Metropolitan Transit District and the Federal Transit Administration (FTA) of the United States Department of Transportation.

#### **2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS**

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

#### **3.0 INELIGIBLE CONTRACTORS**

Neither Contractor, nor any officer or controlling interest holder of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

#### **4.0 EQUAL EMPLOYMENT OPPORTUNITY (Not applicable to contracts for standard commercial supplies and raw materials)**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### **5.0 TITLE VI CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

##### **5.1 Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

##### **5.2 Nondiscrimination**

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination

prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

### 5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

### 5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the District, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

### 5.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the District to enter into such litigation to protect the interests of the District, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

## 6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

## 7.0 CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that the District, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after District makes final payments and all other pending matters are closed.

9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

9.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or the District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on

the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

#### 10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

#### 11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the bid. A bid that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

### 12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

## 14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

## 15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

#### 16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

#### 17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

##### 17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

##### 17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

### 17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts) If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

### 19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
  - (i) Agency and legislative liaison by Own Employees.
  - (ii) Professional and technical services by Own Employees.
  - (iii) Reporting for Own Employees.
  - (iv) Professional and technical services by Other than Own Employees.

### 20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph

(c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

### 20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

### 20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

### 20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

## PART VIII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

#### PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the Santa Cruz Metropolitan Transit District's (District) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this Invitation for Bid (IFB) package must be filed within ten (10) calendar days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the bidders. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT.

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Bid Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Bidder may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for bid submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

A Bidder may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration  
Regional Administrator Region IX  
201 Mission Street, Suite 2210  
San Francisco, CA 94105-1839

**PART I**

**BID FORM**

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated July 21, 2006 at the following prices. The unit bid prices should NOI INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	<b>BASE BID:</b> Furnish and install one 40 KW skid-mounted enclosed gaseous engine generator set, complete and operable with all necessary cooling systems, exhaust silencer(s) and safety equipment, in accordance with these specifications.	1 Each	20,842. <sup>00</sup>	1,719. <sup>47</sup>	22,561. <sup>47</sup>
2	<b>OPTION:</b> Cost to enlarge existing concrete pad if necessary. Cost shall include all materials and labor.	1 Lot	1650 <sup>00</sup>		1650 <sup>00</sup>
3	<b>OPTION:</b> Cost to install new gas line if needed. Cost shall include all materials and labor.	1 Lot	1250 <sup>00</sup>		1250 <sup>00</sup>
4	<b>OPTION:</b> Cost to supply and install additional electrical conduit and wire as needed from generator to existing auto transfer switch. Cost shall include all materials and labor.	1 Lot	2850 <sup>00</sup>		2850 <sup>00</sup>
5	Total				28,311.47

Generator Set Manufacturer/Model Taylor Power System GS 45

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. **Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid.** The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No 's \_\_\_\_\_

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 06-05**  
**"40 KW Skid-Mounted Enclosed Gaseous Engine Generator Set"**  
**Bid Opening 2:00 p.m., August 22, 2006**

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

State Electric Gener  
Company Name

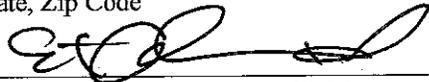
Indicate:

Sole Proprietorship     Partnership     Corporation

Joint Venture with none

211 Fern St  
Street Address

Santa Cruz, CA 95060  
City, State, Zip Code

  
Signature of authorized company official

Ernest Alexander  
Typewritten name of above and title

Ernest Alexander, Owner, gensets@yahoo.com  
Name, title, and email address of person to whom correspondence should be directed

831 457-3911                      831 457-1433  
Telephone Number                      FAX Number

22 Aug 04                      20 -4043118  
Date                      Federal Tax ID No.

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

Listing of major subcontractors proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOBBYING CERTIFICATION**  
(Only for Contracts above \$100,000)

**Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)**

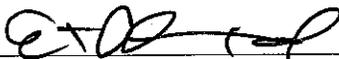
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal loan, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name State Electric Generator

Signature of Authorized Official 

Name and Title of Authorized Official Ernest Alexander

Date 22 Aug 01

**BUY AMERICA PROVISION  
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMID if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FIA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

**BUY AMERICA CERTIFICATE**

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

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

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

Company Name: \_\_\_\_\_

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

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

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

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

Company Name: \_\_\_\_\_

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

# BIDDER DBE INFORMATION

BIDDER'S NAME State Electric  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ %  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_

BIDDER'S ADDRESS 211 Fern st  
Santa Cruz, CA 95060  
 BID AMOUNT \$ \_\_\_\_\_  
 BID OPENING DATE July 21, 06  
 DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal non-responsive.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE

TOTAL CLAIMED DBE  
 PARTICIPATION \$ \_\_\_\_\_ %

  
 \_\_\_\_\_  
 SIGNATURE OF BIDDER

22 Aug 06  
 \_\_\_\_\_  
 DATE

AREA CODE/TELEPHONE 831 457-3911  
 \_\_\_\_\_

(Detach from proposal if DBE information is not submitted with bid.)

- \* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
- \*\* DBE's must be certified on the date bids are opened.
- \*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

**NOTE:** Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

# BIDDER DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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TOTAL CLAIMED DBE  
PARTICIPATION \$ \_\_\_\_\_ %

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# TAYLOR<sup>®</sup>

## POWER SYSTEMS

August 22, 2006

**TO: STATE ELECTRIC GENERATOR**

444 Airport Blvd. Ste. 202  
Watsonville, CA 95076

Ph# (831)-457-3911

Fax# (831)-457-1433

### **⚡ GENERATOR PROPOSAL**

I appreciate the opportunity to provide the following quotation for your consideration

- **(45Kw) – TAYLOR Model GS45:** Engine driven generator set.  
Rated: 45 Kw Continuous Standby at 120/240 Volt, Three Phase, 60 Hz,  
\*Natural Gas  
**Unit Features:**

▶ **GM ENGINE:**

- Engine Model (4.3L)

▶ **STAMFORD NEWAGE ALTERNATOR:**

- Model – UCI224D311
- Brushless rotating field generator with class H insulation
- Tropical coating
- PMG Exciter
- 150 Amp Main line circuit breaker

– 105° degree rise

▶ **TAYLOR DGC 500 Digital Gen-set Controller:**

The DGC-500 digital gen-set controller offers microprocessor based integrated control and monitoring. Control includes engine starting and shutdown as well as system monitoring and remote annunciation. It monitors and displays eight engine and generator parameters on the front panel and up to a total of 18 parameters via the front panel-scrolling feature. The DGC-500 offers one of the most flexible designs possible. It has user-definable alarms, pre-alarms, timers, cranking, sender inputs, and programmable inputs and outputs.

(Continued)

**DGC 500 Features**

- Microprocessor based
  - Flash memory
  - Displays 18 engine/generator parameters
  - Programmable analog sender inputs for oil pressure, coolant temperature and fuel level
  - Control engine starting and stopping
  - PC-configurable with BestComs PC software
  - Programmable engine ranking
  - Programmable alarms and pre-alarms
  - NFPA-110 Level 1 compatible
  - Programmable inputs (3)
  - Programmable outputs (2)
  - Remote annunciation via 2-wire communications to the optional RDP-110 remote annunciator
  - UL recognized
  - CSA certified
- 
- ▶ **Lube, Oil, & Antifreeze**
  - ▶ **Oil Drain Extension with Valve**
  - ▶ **Flexible fuel lines**
  - ▶ **Isochronous Governor**
  - ▶ **Water Jacket Heater**
  - ▶ **Catalytic Converter**
  - ▶ **Battery rack & cables**
  - ▶ **Battery Charger:**
    - 3.5 Amp
    - 12 VDC
    - Mounted (SENS LC12-500-2)
  - ▶ **Heavy duty steel base**
  - ▶ **Vibration Isolators**
  - ▶ **Weather Housing Enclosure (Sound Attenuated Level 1)**
    - Heavy duty steel construction (Galvanneal)
    - Stainless steel hardware
    - Powder coat finish
    - Lockable doors
  - ▶ **Critical exhaust silencer mounted in updraft**
  - ▶ **Owner's Manuals (2)**
  - ▶ **Factory Load Bank Test**
  - ▶ **Two Year Warranty**

(Continued)

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 22, 2006  
**TO:** Board of Directors  
**FROM:** Robyn D. Slater, Human Resources Manager  
**SUBJECT:** **CONSIDERATION OF APPROVAL OF CALPERS RESOLUTIONS TO REVISE METRO'S MEDICAL PREMIUM CONTRIBUTION RATES**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors approve the attached Resolutions to revise the fixed contribution toward medical coverage for the Service Employees International Union, Local 23 and the United Transportation Union, Local 23 (fixed route) under the California Public Employees' Retirement System (CalPERS) medical insurance program.**

## II. SUMMARY OF ISSUES

- METRO contracts with CalPERS to provide employee/retiree medical insurance coverage.
- In February 2006 METRO passed a resolution as required by CalPERS to establish the maximum monthly premium contributions that METRO would pay for the Service Employees International Union (SEIU) Local 415. A separate resolution for the United Transportation Union (UTU) local 23 (fixed route) establishing maximum monthly premium contribution rates was passed in October 2000.
- The current Labor Agreements with SEIU Local 415 and UTU Local 23 (fixed route) includes language that specifies the amount METRO will contribute towards medical premiums.
- The proposed resolutions reflect the contribution rates set by the current labor agreements.

## III. DISCUSSION

The California Public Employees' Medical and Hospital Care Act requires local public agencies contracting with CalPERS for employee medical insurance to fix the amount of the employer's contribution(s). METRO established fixed maximum monthly contributions with CalPERS effective April 1, 2006 for SEIU Local 415 and UTU Local 23 (fixed route). Based on new language in the recently signed Labor Agreement for SEIU Local 415 and the current labor agreement with UTU Local 23 (fixed route) the resolutions in effect with CalPERS must be changed to reflect the new maximum monthly premium contributions for SEIU Local 415 and UTU Local 23 (fixed route). In order to revise the maximum monthly contributions, the attached

Resolutions must be approved by the Board of Directors and submitted to CalPERS. The resolutions will be effective for January 2007 premiums.

The resolution language has been reviewed and approved by Terri McIntyre, PERS agency contracts representative. On August 8<sup>th</sup> the resolutions were forwarded to SEIU Local 415 and UTU Local 23 for review. At the time of this writing neither union had provided any comments.

#### **IV. FINANCIAL CONSIDERATIONS**

The increased cost is included in the 2006/2007 budget.

#### **V. ATTACHMENTS**

**Attachment A:** Resolution to CalPERS for the SEIU Local 415 employee group

**Attachment B:** Resolution to CalPERS for the UTU Local 23, fixed route employee group

**BEFORE THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIXING THE CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND  
HOSPITAL CARE ACT FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 415**

**WHEREAS**, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act: and

**WHEREAS**, Santa Cruz Metropolitan Transit District, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members represented by the Service Employees International Union Local 415 who are employees and annuitants of the agency;

**NOW, THEREFORE, BE IT RESOLVED**, that the employer's contribution for each employee or annuitant of the Service Employees International Union Local 415 shall be the amount necessary to pay a portion or full cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of 95% of the Bay Area/Sacramento Blue Shield basic rate per month with respect to an employee/annuitant, an employee/annuitant and one eligible family member, or an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.

**BE IT FURTHER RESOLVED AND ORDERED**, that the Board of Directors appoint and direct, and it does hereby appoint and direct the Human Resources Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said public Agency all functions required of it under the Act and Regulation of the Board of Administration; and

**BE IF FURTHER RESOLVED AND ORDERED**, that the maximum employer contribution for coverage under the Act shall be effective for the January 2007 medical premium payments, for employees in and annuitants from the Service Employees International Union Local 415.

9.91

**PASSED AND ADOPTED** this 22nd day of September 2006, by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

MICHAEL ROTKIN  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE WHITE  
Secretary/General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

9.92

BEFORE THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIXING THE CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND  
HOSPITAL CARE ACT FOR THE UNITED TRANSPORTATION UNION LOCAL 23**

**WHEREAS**, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act: and

**WHEREAS**, Santa Cruz Metropolitan Transit District, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members represented by the United Transportation Union, Local 23 who are employees and annuitants of the agency;

**NOW, THEREFORE, BE IT RESOLVED**, that the employer's contribution for each employee or annuitant of the United Transportation Union, Local 23 shall be the amount necessary to pay a portion or full cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of \$422.88 per month with respect to an employee/annuitant enrolled for self alone, \$845.78 per month with respect to an employee/annuitant and one eligible family member, and \$1099.51 per month with respect to an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.

**BE IT FURTHER RESOLVED AND ORDERED**, that the Board of Directors appoint and direct, and it does hereby appoint and direct the Human Resources Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said public Agency all functions required of it under the Act and Regulation of the Board of Administration; and

**BE IF FURTHER RESOLVED AND ORDERED**, that the maximum employer contribution for coverage under the Act shall be effective for the January 2007 medical premiums, for employees in and annuitants from the United Transportation Union, Local 23.

9.61

**PASSED AND ADOPTED** this 22nd day of September 2006, by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_  
MICHAEL ROTKIN  
Board Chair

**ATTEST** \_\_\_\_\_  
LESLIE WHITE  
Secretary/General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

9.62