

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
FEBRUARY 9, 2007 (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

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. Niro Mudra Re: Letter of gratitude
 - b. Celia Brown, County of SC Re: Irrigation water run-off
 - c. Tom Stickel, SCMTD Re: Irrigation water run-off
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 12 & 26, 2007 AND REVISED PAGES 11 & 12 OF APRIL 28, 2006 MINUTES
Minutes: Attached
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2007
Report: Attached
- 5-3. ACCEPT AND FILE JANUARY 2007 RIDERSHIP REPORT AND PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE JANUARY RIDERSHIP REPORT WILL BE INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: NONE

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 21, 2007 AND MINUTES OF DECEMBER 20, 2006
Agenda/Minutes: Attached
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **WILL BE INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR NOVEMBER 2006
Report: **WILL BE INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF NOVEMBER 2006
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF DECEMBER 2006
Staff Report: **WILL BE INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE DECEMBER 2006 MEETING(S)
Staff report: Attached
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ORTHOPAEDIC HOSPITAL FOR REVIEW OF PARACRUZ ELIGIBILITY SCREENING PROGRAM
Staff Report: Attached
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH OCTAGON RISK SERVICES FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS
Staff Report: Attached
- 5-14. CONSIDERATION OF AN AGREEMENT WITH SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE NIGHT SERVICE
Staff Report: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Tavantzis
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE FEBRUARY 23, 2007 BOARD MEETING

7. CONSIDERATION OF APPROVAL OF **RESOLUTION** MODIFYING METRO'S BYLAWS
Presented By: Margaret Gallagher
Staff Report: **WILL BE INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**

8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BATTERIES USA, INC. FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
Presented By: Tom Stickel, Maintenance Manager
Staff Report: Attached

9. CONSIDERATION OF **RESOLUTION** REVISING FY 06-07 BUDGET
Presented By: Angela Aitken, Finance Manager
Staff Report: Attached

10. CONSIDERATION OF **RESOLUTION** AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK
Presented By: Angela Aitken, Finance Manager
Staff Report: Attached

11. CONSIDERATION OF **RESOLUTION** AUTHORIZING ADDITION AND DELETION OF SIGNEDERS ON THE DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH COMERICA BANK
Presented By: Angela Aitken, Finance Manager
Staff Report: Attached
ACTION REQUESTED AT THE FEBRUARY 9, 2007 BOARD MEETING

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF SEVEN COMPACT SEDANS
Presented By: Tom Stickel, Maintenance Manager
Staff Report: Attached

13. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO JUNE 30, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007

Presented By: Frank L. Cheng, Project Manager

Staff Report: Attached

ACTION REQUESTED AT THE FEBRUARY 9, 2007 BOARD MEETING

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.

METRO MUDRA
Santa Cruz, CA 95062

METRO-CUSTOMER SERVICE
920 Pacific Avenue, Suite 21
Santa Cruz, A 95060
831.425-8600
info@scmttd.com www.scmttd.com

RECEIVED
JAN 25 2007

December 17, 2006

"HAPPY HOLIDAY"

I suspect that the Metro drivers, during the year, have received a number of complaints from other bus riders. This letter of gratitude and acknowledgement is intended to tip the scale over to the positive.

Thank you all for keeping the busses running. "WISHES for PROSPERITY and HEALTH" to all the Metro drivers and a very special THANKS to the following for taking that extra step in chatting and joking with me.

Their "people person" personality transformed an otherwise challenging bus experience to a very pleasant one. When the opportunity presented itself, they were gracious to share their names with me:

In Alphabetical Order: Andy Hill, Dan Stevenson, (Tall) Debbie, Domingo Tovar, Doug Vest, Ed Davidson, Glenn Lynch (for your assistance), Isis, Kevin, Kim Neid, Mark (sunglasses), Mark Kroveitz, Mary, Mike (# 68 inbound, 8:45am, 12/17), Rhiannon Axton, Rhonda, Tom Phillips, Uriel, and a special mention of Donna at the customer service window. She's always smiling and friendly; makes me want to purchase more than one bus pass for the month.

Again, a heartfelt THANK YOU to all. May the NEW YEAR be an auspicious and prosperous year for you and all.

Aloha,

A Very Appreciative Rider

2-a.1



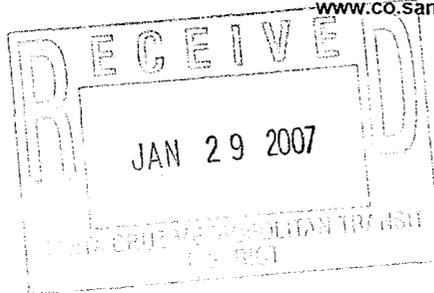
County of Santa Cruz

HEALTH SERVICES AGENCY

701 OCEAN STREET, ROOM 312, SANTA CRUZ, CA 95060-4073
(831) 454-2022 FAX: (831) 454-3128 TDD: (831) 454-4123

ENVIRONMENTAL HEALTH

www.co.santa-cruz.ca.us/eh/ehhome.htm



January 25, 2007

Washington Mutual
730 Ocean St.
Santa Cruz, CA 95060

Subject: Irrigation water run-off at 730 Ocean St./ Slip and Fall hazard

To Whom it May Concern,

I have recently begun walking past your business every morning at about 7:15 and have noticed a considerable amount of landscape water run-off over the sidewalk to the storm drain from your building on a daily basis. The water is freezing on the sidewalk adjacent to the bus stop on Ocean Street and is very slippery. I am concerned that someone will slip and fall on the ice while either disembarking or boarding the bus.

I appreciate your immediate attention to this matter.

Sincerely,

Celia Brown
Senior Registered Environmental Health Specialist

CB/ckb

cc: Kathleen Brennen, City of Santa Cruz Sr. Water Conservation Representative
Board of Directors, Santa Cruz Metropolitan Transit District

*Santa Cruz Metropolitan
Transit District*



January 31, 2007

Washington Mutual
730 Ocean St.
Santa Cruz, CA 95060

Re: Irrigation water run-off letter from Celia Brown, dated January 25, 2007

As Chair of Santa Cruz METRO's Bus Stop Advisory Committee (BSAC), I want to echo a concern that was addressed in Ms. Brown's letter, which was copied to METRO's Board of Directors.

Santa Cruz METRO is concerned about what hazards the irrigation water running over the sidewalk at your 730 Ocean St. location might pose for our customers. METRO has an established and very busy bus stop on the Water St. side of your building. Certainly, standing in running water, no matter how shallow, cannot be pleasant while waiting at the bus stop. When passengers board a bus, there is a step-up required, which could lead to a slip or fall when making the transition from sidewalk to bus interior. Additionally, water tracked into the bus then poses a potential slip hazard for other passengers.

As Ms. Brown points out in her letter (see attachment), when the weather is cold enough to freeze the water on the sidewalk, this situation becomes much more of a hazard.

Please take this matter into consideration, and advise how you intend to address this issue.

Sincerely,

A handwritten signature in black ink that reads "Tom Stickel".

Tom Stickel
Maintenance Manager

Attachment: Letter from Celia Brown

Cc: Les White, General Manager
Margaret Gallagher, District Counsel
Chris Schneider, City of Santa Cruz Public Works
Celia Brown
✓ Board of Directors, Santa Cruz Metropolitan Transit District

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

January 12, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 12, 2007 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA

Vice Chair Tavantzis called the meeting to order at 9:00 a.m.

SECTION 1: OPEN SESSION

1. a. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Michelle Hinkle
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis
Ex-Officio Donna Blitzer

DIRECTORS ABSENT

None

STAFF PRESENT

Ciro Aguirre, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Asst. General Manager
Mary Ferrick, Base Superintendent

Steve Paulson, Paratransit Administrator
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Lakshman de Silva, Valley Power Systems
Glenn Dobbs, Western Power Products
Paul Marcelin-Sampson, MAC
Ian McFadden, Transit Planner
John Mellon, VMU

Dave Moreau, PSA
Bonnie Morr, UTU
Andy Quiniones, Valley Power Systems
Dan Roush, Western Power Products
Bob Yount, MAC

5-1.1

1b. **CONSIDERATION OF:**

- 1) **NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) **NOMINATION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
- 3) **NOMINATION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007**

Les White described to the Board the process of nominating Board Members, Highway 1 Construction Authority (HCA) representatives, and the Santa Cruz County Regional Transportation Commission (RTC) representatives according to the bylaws.

Nominations office of Chair and Vice Chair:

Director Tavantzis as Chair
Director Beautz as Vice Chair

Nominations to the Highway 1 Construction Authority:

Primary: Director Tavantzis
Alternate: Director Bustichi

Nominations to the Regional Transportation Commission:

Primary: Director Spence, Director Tavantzis, Director Bustichi
Alternates: Director Skillicorn, Director Hagen, Director Hinkle

Vice Chair Tavantzis stated that the nominations would be held open until the January 26, 2007 Board Meeting at which time the Board would also vote. Les White informed the Board that a list of the nominees would be attached to the Staff Report for the January 26, 2007 board meeting.

2. **ORAL AND WRITTEN COMMUNICATION**

Written:

- | | | | |
|----|-------------------|-----|--------------------|
| a. | Eric M. | Re: | Service Suggestion |
| b. | Larry D. Mungioni | Re: | Working Conditions |

Vice Chair Tavantzis briefly described Written Communication #2a by a sixth grader asking METRO why they did not use more smaller buses in their fleet. Director Rotkin explained there are several reasons why the METRO does not incorporate small buses into the fleet and that the Board has addressed the issue several times in the past.

Les White gave a brief history of Written Communication #2b and possible action to be taken based on recommendations from the Service Review Committee. Mr. White stated that he had asked the Committee to address specific routes and times that are recurring and have brought these issues forward. Mr. White also asked the Committee to review what issues are being created by traffic congestion, delays, and detours in the area from road construction.

5-1.2

Oral:

Les White distributed a “Stop” flyer that is being put up in the bus stops, which attached to the file copy of these minutes. Mr. White explained that the information from the flyer is a continuation of a perception by the UCSC Transportation and Parking Services (TAPS) Operators, that the METRO takes funding away from their service. Mr. White stated the SCMTD works in cooperation with UCSC to resolve operating issues on the campus and described some of the difficulties in controlling ridership issues.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Revised page #5-5.1 was distributed at today’s meeting and is attached to the file copy of these minutes.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 8 & 15, 2006 AND SPECIAL MEETING MINUTES OF DECEMBER 15, 2006

No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2006

No questions or comments.

5-3. ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT

Page 1 of the December Ridership Report will be included in the January 26, 2007 Board Packet. No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS

None.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 17, 2007 AND MINUTES OF NOVEMBER 15, 2006

No questions or comments.

5-1.3

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS

Will be included in the January 26, 2007 Board Packet.

Les White reported that Elisebeth Ross is going to continue working with SCMTD part time as a Finance Manager Advisor and that Angela Aitken will become the new Finance Manager on January 22, 2007 and gave a brief work history on Ms. Aitken.

5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2006

No questions or comments.

5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2006

Discussion:

Director Reilly asked why the report shows a decrease in ridership. Steve Paulson stated that the decrease in ridership has been a continuing trend since 2002. Mr. Paulson explained that fewer riders are making more trips, which creates a concentration of ridership and is one aspect that changes the figures in the report.

Director Reilly pointed out that even though ridership was down the cost per ride was also down. Steve Paulson stated that the simple explanation for that was that ParaCruz is becoming more efficient over time.

Chair Rotkin stated that he feels that the ratio of rides arriving within the 30 minute Ready Window needs to improve.

Paul Marcelin-Sampson, MAC, stated that he appreciated the concern and good work by ParaCruz but stated that he would also like to see an On Time report on Fixed Route service. Les White stated that an Auto Vehicle Locator System (AVL) similar to Monterey-Salinas Transit would give detailed results but would entail downsizing of new bus purchases in order to purchase the system. Mr. White stated Staff would generate a report using the current information.

Direction: Chair Rotkin asked Staff to report back to the Board on variances in time outside the Ready Window of ParaCruz and what possible solutions there are to improve the performance.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006

November report will be included in the January 26, 2007 Board Packet.
No questions or comments.

5-1.4

5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2006 MEETING(S)

No questions or comments.

5-11. ACCEPT AND FILE METROBASE STATUS REPORT

Summary:

Frank Cheng reported that he expects the MetroBase plan to be on schedule and that he expected to have a progress and schedule report ready by March 2007. Mr. Cheng also informed the Board that a plan to provide shuttle service from Santa Cruz City Hall to the MetroBase tour after the January 26, 2007 Board Meeting is being arranged to allow City Council Members and other interested parties to see the site and the progress of the construction.

Direction: Vice Chair Tavantzis requested that an Item be added to the January 26, 2007 Board Meeting Agenda regarding CalTrans information on Highway 152 encroachment permit for discussion and possible authorizing entering into a contract to perform bus stop improvement work in conjunction with the CalTrans project.

5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES

No questions or comments.

5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION SERVICE FOR PARACRUZ VEHICLE FUELING SERVICES

No questions or comments.

5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON AND SONS TIRES FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

No questions or comments.

5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE

5-1.5

Summary:

Mark Dorfman reported that the District entered into a contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals on July 1, 2005. Mr. Dorfman reported that due to the holidays and some logistical problems the consultant was unable to get a draft circulated and that SCMTD would like to present the draft to MAC for comments and then bring it to the Board and that is why Staff is requesting for a time only extension to June 30, 2007.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Authorize the General Manager to execute a time only amendment to the contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals for the purposes of extending the completion date of the contract, and to extend the Program Deadline.

Motion passed unanimously

5-16. CONSIDERATION OF GAULT STREET SERVICE OPTIONS

Summary:

Ian McFadden gave a brief history of the Gault Street/La Posada services including the routes that previously serviced the area and the decision to eliminate the service in order to assist in balancing the budget.

Discussion:

Chair Rotkin asked if the routes discussed in this item are currently on time and how would the addition of services affect the on-time performance of the routes. Ian McFadden stated that beyond affecting the on-time performance the change would also affect the connection schedule of the mentioned routes. Mr. McFadden further explained that current road construction is already having an effect on on-time performance.

Mark Dorfman described Metro's current 5-year plan and how it currently does not allow for increases in operating costs or expansion of service. Mr. Dorfman stated that the purpose of this Staff Report was to investigate what could be done if there was a desire to do it.

Mark Dorfman reported to the Board that the District is currently conducting a Short Range Transit Plan (SRTP) that will assess and layout what the needs are in the District's service area. Mr. Dorfman stated that the SRTP would make recommendations on possible changes that can be made to the current services. Mr. Dorfman stated that he could bring a schedule for the SRTP to the January 26, 2007 Board Meeting.

Paul Marcelin-Sampson, MAC, inquired as to how the decision was made to bring this item to the Board and why this request is receiving more attention than other requests for service. Director Rotkin explained that several people were in attendance at the December 15, 2006 Board

5-1.6

Meeting making a request for the service. Mark Dorfman explained that the Board requested Staff to review this request and to return a report to the Board. Paul Marcelin-Sampson requested that the report be brought to MAC for review and so MAC could possibly make suggestions on processes of prioritizing service requests.

Director Stone suggested developing a standardized method of addressing service requests because all people making requests should be addressed. Director Stone also suggested having a way of prioritizing the requests so that if funds become available the District would have a better idea of where the funding would be most effective. Les White stated that the SRTP would evaluate all aspects of the District's operations and return recommendations for restructure and that part of that process will include establishing an ongoing internal process that will allow the District to evaluate services regularly. Les White requested a letter from the Board Chair to La Posada so the interested parties are aware that the District has documented their request and will be evaluating the possibilities of a service change.

Direction: Chair Rotkin asked Staff to report back to the Board with a 2 month comparison of existing problem areas of service and whether there is funding within the existing budget to add services.

REGULAR AGENDA

7. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION TO BOARD DIRECTOR MICHAEL W. KEOGH FOR HIS SERVICE TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the January 26, 2007 Board Meeting

8. **PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2007**

Public Hearing will take place at 9:00 a.m. at the January 26, 2007 Board Meeting

9. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS, INC. FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS**

Summary:

Tom Stickel introduced the representatives from Western Power Products and Valley Power Systems, which were in attendance of today's meeting, and described their roles in the conversion process. Mr. Stickel reported to the Board what buses were to receive the conversion and where the funding came from. Les White gave a detailed process in receiving the funding for converting the diesel buses to compressed natural gas (CNG).

5-1.7

Discussion:

Director Spence asked how the buses would be transported for the process. Tom Stickel stated they would be driven and the decision of who would drive the buses would be up to the contractor. Mr. Stickel added that if the contractor picked up the coaches then the contractor would return them.

Bonnie Morr, UTU, asked how long a coach would be out of service during the process. Tom Stickel stated that the entire process would be approximately a year and approximately 3 months per bus and that the District would regulate the number of buses out of service at the same time.

Les White stated that the conversion would also make the buses significantly quieter.

Chair Rotkin suggested that the District plan and develop a public event to introduce the converted buses to the community.

ACTION: MOTION: DIRECTOR SPENCE SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a contract for conversion of 40 diesel engine powered coaches and fuel systems to compressed natural gas with Valley Power Systems, Inc.

Motion passed unanimously

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SC FUELS FOR DIESEL FUEL DELIVERY

Summary:

Tom Stickel reported to the Board the logistics and benefits of contracting on the open market for fuel purchases.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Move ITEM #10 to the Consent Agenda.

Motion passed unanimously

11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: General Manager

Les White reported that the Board of Directors would have a conference with it's real Property negotiators on price and terms for property located at 110 Vernon Street, Santa Cruz, CA. and also a conference with it's labor negotiators regarding SEIU, Local 415 and UTU, Local 23, Fixed Route.

5-1.8

12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, inquired as to the status of a meeting regarding labor medical benefits and the language contained within the agreement. Chair Rotkin stated that would be included in today's Closed Session. Les White explained that the union has not been communicated with on this matter because the Board has not yet given him direction.

SECTION II: CLOSED SESSION

Vice Chair Tavantzis adjourned to Closed Session at 10:33 a.m. and reconvened to Open Session at 11:01 a.m.

SECTION III: RECONVENE TO OPEN SESSION

13. REPORT OF CLOSED SESSION

Les White reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Vice Chair Tavantzis adjourned the meeting at 11:02 a.m.

Respectfully submitted,

DALE HAMILTON
Administrative Assistant

5-1.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

January 26, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 26, 2007 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Rotkin called the meeting to order at 9:02 a.m.

SECTION 1: OPEN SESSION

1. a. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi (arrived after roll call)
Donald Hagen
Michelle Hinkle
Kirby Nicol
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone (arrived after roll call)
Marcela Tavantzis
Ex-Officio Donna Blitzer

DIRECTORS ABSENT

None

STAFF PRESENT

Angela Aitken, Finance Manager
Ciro Aguirre, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Base Superintendent
Margaret Gallagher, District Council

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager Advisor
Tom Stickel, Facilities / Maintenance Mgr.
Robyn Slater, Human Resources Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Bob Allen, Bus Operator
Mike Keogh, Former Director
Jackie Keogh
Gary Klemz, SEIU
Paul Marcelin-Sampson, MAC
Larry Munglioli, Bus Operator

Ian McFadden, SEA
David Moreau, PSA
Bonnie Morr, UTU
Amy Weiss, Spanish Interpreter
Bob Yount, MAC

Chair Rotkin introduced Angela Aitken as the District's new Financial Manager.

5-1.10

- 1b. **CONSIDERATION OF:**
- 1) **NOMINATION ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
 - 2) **NOMINATIONS ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
 - 3) **NOMINATIONS ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007**

Chair Rotkin referred to the Nominee list from the January 12, 2007 Board Meeting and asked if there were additional nominations. The following nominations, elections and appointments were made:

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BEAUTZ

Close the nominations for Board Chair and Elect Director Tavantzis as Board Chair

Motion passed unanimously with Director Bustichi and Director Stone being absent

Newly elected Chair Tavantzis presided over the remainder of the meeting.

Director Rotkin gave a brief history of his experience with SCMTD and the Board of Directors and thanked the members for the opportunity to work with them as a group serving the community. Chair Tavantzis thanked Director Rotkin on behalf of the Board.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Close the nominations for Board Vice Chair and Elect Director Beautz as Board Vice Chair

Motion passed unanimously with Director Bustichi and Director Stone being absent

DIRECTOR BUSTICHI ARRIVED

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Close the nominations for RTC representatives and appoint Directors Spence, Tavantzis, and Bustichi to the RTC.

Motion passed unanimously with Director Stone being absent

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Appoint Directors Skillicorn, Hagen, and Hinkle as 1st, 2nd and 3rd RTC alternates, respectively.

Motion passed unanimously with Director Stone being absent

5-1.11

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Re-appoint Director Tavantzis as the HCA representative

Motion passed unanimously with Director Stone being absent

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR HAGEN

Appoint Director Bustichi to the HCA as the alternate

Motion passed unanimously with Director Stone being absent

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Eric M. Re: Service Suggestion
- b. Larry D. Mungioli Re: Working Conditions

Director Rotkin informed the Board that he had made written responses to both of these items.

Oral:

Paul Marcelin-Sampson, MAC Vice Chair, compared ParaCruz “on-time” performance to Contra Costa County’s paratransit system. Mr. Marcelin-Sampson asked that the Board requests an “on-time” report for fixed route service as well from Staff using existing resources.

Robert Yount, MAC Chair, reported to the Board of MAC’s recent elections where as he was re-elected Chair and Paul Marcelin-Sampson was elected Vice Chair. Mr. Yount also reported that MAC is in the process of having a MAC representative on the Elderly and Disabled Transportation Advisory Committee (E&D TAC).

Larry Mungioli, Bus Operator, gave a brief history of his employment with SCMTD and an explanation of the written correspondence Item #2b, he sent to the Board regarding working conditions and a petition he had organized in 1997. Mr. Mungioli stated that in his opinion there is a need for greater communication and cooperation between the bus operators and Staff.

Bob Allen, Bus Operator, gave a brief history of his employment with SCMTD including his good driving record and work performance. Mr. Allen stated that he felt that the current system operations are “broken” and that the running-time schedule is impossible to perform. Mr. Allen acknowledged that the road construction in the area lends to the problem but is not the only aspect of the current situation. Mr. Allen stated that he felt not enough is being done by SCMTD Management to address this situation.

Chair Tavantzis stated that the Board and Staff are aware of the on-time performance issue and are continuously working on and reviewing ways to improve the situation through the Service Planning and Review Committee.

5-1.12

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, stated that in her opinion there is not enough paratransit operators and it is not possible for the operators to speed up the loading and unloading of passengers due to the specific nature of the service.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A Staff Report for Item #5-9 and revised page #12.a3 were distributed at today's meeting and are attached to the file copy of these minutes.

SECTION I:

OPEN SESSION:
REPLACE ITEM #1b

CONSIDERATION OF:

- 1) NOMINATION ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) NOMINATIONS ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
- 3) NOMINATIONS ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, AND
(Replace original Staff Report with REVISED Staff Report)**

CONSENT AGENDA:
REVISE ITEM #5-3

ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT
(Page 1 of the December 2006 Ridership Report will be included in the February 2007 Board Packet)

ADD TO ITEM #5-4

CONSIDERATION OF TORT CLAIMS

(Insert Claims #06-0040, #06-0041, #07-0002, and #07-0003)

DELETE ITEM #5-6

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
(Deleted: Will be included in the February 2007 Board Packet)

ADD TO ITEM #5-9

ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006

(November Report will be distributed at the January 26, 2007 Board Meeting)

DELETE ITEM #5-15

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE

(Deleted: Action taken at the January 12, 2007 Board Meeting)

5-1.13

ADD ITEM #5-18 **ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER AND DECEMBER 2006**
(Insert Staff Report)

REGULAR AGENDA:
DELETE ITEM #9

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS, INC. FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS

(Deleted: Action taken at the January 12, 2007 Board Meeting)

ADD ITEM # 11 **CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET**
(Insert Staff Report)

ADD ITEM #12 **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS**
(Insert Staff Report)

ADD ITEM #13 **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT**
(Insert Staff Report)

ADD ITEM #14 **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUNCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT**
(Insert Staff Report)

CONSENT AGENDA

Pat Spence stated that there are currently 2 vacant positions on the Metro Advisory Committee (MAC) and suggested that MAC create and release a brochure to recruit new members to fill the vacancies.

- 5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 8 & 15, 2006 AND SPECIAL MEETING MINUTES OF DECEMBER 15, 2006**
- 5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2006**
- 5-3. **ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT**
PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT WILL BE INCLUDED IN THE FEBRUARY 2007 BOARD PACKET
- 5-4. **CONSIDERATION OF TORT CLAIMS: NONE**
DENY THE CLAIM OF VICTOR DIAZ ORTIZ, CLAIM #06-0040;
DENY THE CLAIM OF ANGELITA ARREDONTO, CLAIM #06-0041;
DENY THE CLAIM OF VICTOR PAUL WADKINS, CLAIM #07-0002;
DENY THE CLAIM OF COUNTY OF SANTA CRUZ, CLAIM #07-0003;

5-1.14

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 17, 2007 AND MINUTES OF NOVEMBER 15, 2006
- 5-6. DELETED: WILL BE INCLUDED IN THE FEBRUARY 2007 BOARD PACKET
(ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS)
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2006
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2006
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006
NOVEMBER REPORT WILL BE DISTRIBUTED AT THE JANUARY 26, 2007 BOARD MEETING
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2006 MEETING(S)
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION SERVICE FOR PARACRUZ VEHICLE FUELING SERVICES
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON AND SONS TIRES FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES
- 5-15. DELETED: ACTION TAKEN AT THE JANUARY 12, 2007 BOARD MEETING
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE)
- 5-16. CONSIDERATION OF GAULT STREET SERVICE OPTIONS
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SC FUELS FOR DIESEL FUEL DELIVERY
(Moved to Consent Agenda at the January 12, 2007 Board Meeting. Retained original numbering as Item #10)
- 5-18. ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER AND DECEMBER 2006
IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the Consent Agenda.

Motion passed unanimously with Director Stone being absent.

5-1.15

REGULAR AGENDA

7. PRESENTATION OF RESOLUTION OF APPRECIATION TO BOARD DIRECTOR MICHAEL W. KEOGH FOR HIS SERVICE TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DIRECTOR STONE ARRIVED

Chair Tavantzis presented Former Board Director, Mike Keogh, with a Plaque of Appreciation from the Santa Cruz Metropolitan Transit District and thanked Mr. Keogh for his years of service. Mr. Keogh accepted the award and thanked the Board for the opportunity to serve the community through the SCMTD's Board of Directors.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Adopt Resolution of appreciation for the services of Mike Keogh for his service as Board Director for the Santa Cruz Metropolitan Transit District

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with all Directors present.

8. PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2007

Summary:

Mark Dorfman reported that this item is one of the annual requirements that SCMTD needs to complete in order to qualify for Federal Transit Association (FTA) operating and capital assistance and will enable the District to apply for 3 million dollars in Urban Operating Assistance, approximately \$800,000 in construction funds for MetroBase, and approximately \$150,000 Rural Operating Assistance. Mr. Dorfman reported that the local sales tax supplies the match for this funding.

Chair Tavantzis stated that item #2 on Attachment A for this item is illegible and needs to be corrected.

CHAIR TAVANTZIS OPENED THE PUBLIC HEARING AT 9:49 A.M.

There were no public comments.

CHAIR TAVANTZIS CLOSED THE PUBLIC HEARING AT 9:49 A.M.

5-1.16

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR TAVANTZIS

Adopt a Program of Projects for federal operating assistance and adopt a Resolution to authorize an application to Caltrans for FTA Rural Operating Assistance.

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with all Directors present.

11. CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET

Summary:

Elisabeth Ross reported that Staff was asking the Board to adopt a Resolution revising the FY 06-07 Budget and authorizing a change in the FY 06-07 Staffing Table. Ms. Ross reported to the Board that there were errors in the Staff Report including the amount on the 3rd bulleted item on page #11.2 which should be \$214,000 instead of \$244,000 (which also would change on page # 11.a3 on the 5th line), the last amount on the 4th bulleted item of page #11.2 should be \$82,000 instead of \$82,00, and the 12th line of the Operating Expense on page #11.a2.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR ROTKIN

Adopt a Resolution revising the FY 06-07 Budget in accordance with Exhibit A (Attachment A) and authorize a change in FY 06-07 Staffing Table for District Counsel to fund two Paralegal positions and no Legal Secretary position effective 4/01/07.

Director Nicol asked if the changes in staffing are sustainable and what happens if the windfall from the sales tax funding is not available in the upcoming years. Director Rotkin stated that the windfall from the sales tax revenue is continuing to increase and will continue into the following year and that he doesn't feel there will be any effect to the proposed budget change. Elisabeth Ross reported that the Staff would be presenting a new 5 Year Budget to the Board in the spring of 2007.

Elisabeth Ross described the benefit costs and compared the logistics the staffing changes. Les White stated that not all the money amounts in the Operating Expenses are ongoing expenses and reported some items that were one-time expenses.

Elisabeth Ross reported that ITEM #12 of today's Agenda was not included in this report but would be covered by the sales tax revenue. Les White stated that Staff would return with an update showing where the revenue for ITEM#12 would come from.

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with all Directors present.

12. CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS

5-1.17

Summary:

Robyn Slater reported that a wage survey was completed on the Administrative Assistant and Transit Supervisor positions at the request of the SEIU, Local 415 and gave a brief description of the process used to compile this report as described in the Memorandum of Understanding (MOU) between SCMTD and the SEIU, Local 415. Ms. Slater stated that if approved this would include 5 Administrative and 12 Supervisory positions and that the title of Administrative Secretary/Supervisor would be changed to Administrative Assistant/Supervisor.

Discussion:

Paul Marcelin-Sampson, MAC, stated his approval in increasing the wages for administrative employees and gave some reasons and examples for his opinion.

Ian McFadden, SEA, and Manny Martinez, PSA, stated they felt one of the benefits of this item would be attracting and keeping qualified employees.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR STONE

Direction: Director Rotkin requested adding to the Motion that Staff will return to the Board next month with an adjusted budget report showing where the cost for the adjustments would come from.

Approve salary range adjustments to the positions of: Administrative Assistant, Administrative Secretary/Supervisor, Administrative Coordinator and Transit Supervisor with the understanding that Staff will return to the Board next month with an adjusted budget report showing where the cost for the adjustments would come from.

Motion passed unanimously with all Directors present.

13. CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT

Summary:

Robyn Slater reported that the Paratransit Superintendent is a managerial position rather than a supervisory position. Ms. Slater gave a brief history and description of the various aspects of the Paratransit Superintendent position and the process used to evaluate the salary rate.

.ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve wage scale adjustment to the position of Paratransit Superintendent.

Motion passed unanimously with all Directors present.

5-1.18

14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUNCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT

Summary:

Les White reported that in the past SCMTD has had difficulties coordinating construction plans with Caltrans and feels that it is necessary to reach an agreement with either Caltrans or the City of Watsonville in order to save time and funding in constructing bus stops on Highway 152 project. Mr. White reported that SCMTD has been working with Caltrans and the City of Watsonville trying to incorporate the Caltrans 152 project and the construction of bus stops and asking Caltrans to issue a change order to Granite Construction and that SCMTD would reimburse Caltrans. Mr. White stated that Caltrans indicated to SCMTD that they are struggling with internal mechanisms in order to accept the proposed plan and that Caltrans has no method set up to accept payment by this method but would come back to SCMTD with a definitive decision by the end of January. Mr. White stated that as an alternative SCMTD was asking the Board for permission to enter into an agreement with the City of Watsonville in order to complete the projects simultaneously.

Discussion:

Director Rotkin suggested going to someone that can assist in getting Caltrans to cooperate with SCMTD. Mr. White stated that Caltrans has not giving SCMTD a definitive answer and it would not be productive at this point to contact higher authority.

Paul Marcelin-Sampson suggested contacting the State Legislators and requesting that in the future Caltrans pay for the entire construction including the bus stops. Mr. Marcelin-Sampson feels that Caltrans is treating transit users as second-class citizens by not supplying the funding for bus stops and that Caltrans funds the rest of the project that is used by the general population.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SPENCE

Authorize the General Manager to enter into an Interagency Agreement with either Caltrans, or the City of Watsonville, in an amount not to exceed \$175,000 for the construction of seven bus stops in conjunction with the highway 152 Reconstruction Project.

Motion passed unanimously with all Directors present.

15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher requested that the Board include the following item to today's Closed Session Agenda because it came to the attention of Staff after the Agenda was posted and there is a need to discuss it prior to the next Board meeting because the criminal case is coming before the court Thursday, February 1, 2007.

5-1.19

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)

- a. Name of Case: John Chavarria vs. Santa Cruz Metropolitan
Transit District
(Before the Workers' Compensation Appeals
Board)

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BEAUTZ

Add this Item to today's Closed Session Agenda.

Motion passed unanimously with all Directors present.

Margaret Gallagher reported that the Board would also be having a conference with its Real Property Negotiators regarding the price and terms of property at 110 Vernon Street, Santa Cruz, CA

16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Travantzis adjourned to Closed Session at 10:26.a.m. and reconvened to Open Session at 11:17 a.m.

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

Margaret Gallagher reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Chair Tavanzis adjourned the meeting at 11:17 a.m.

Respectfully submitted,

DALE HAMILTON
Administrative Assistant

5-1.20

REVISED

Summary:

Les White reported that this change order was approved by the Board in October 2004 to perform additional work for the MetroBase Project including: improvement items for State Highway 9, Vernon Street, Golf Club Drive, Storm Drainage, Refuse Storage Facilities, Vehicle Wash Rack, and San Lorenzo River Bike Path.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a contract amendment to accommodate a previously approved change order in the amount of \$33,250 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to off-site improvements on Golf Club Drive and State Highway 9 for the MetroBase Project

Motion passed unanimously with Director Stone being absent.

The Board took Items #12, #13 and #14 together at one time.

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT TO EXCEED \$242,064 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATING TO RIVER STREET SITE BID PACKAGE & CONSTRUCTION SERVICES, AND OPERATIONS BUILDING REPACKAGING FOR THE METROBASE PROJECT
13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT TO EXCEED \$427,394 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATING TO MAINTENANCE BUILDING REPACKAGE & CONSTRUCTION SERVICES FOR THE METROBASE PROJECT
14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT TO EXCEED \$897,060 \$1,126,560 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO MAINTENANCE BUILDING SERVICES DURING BIDDING AND CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT

Summary:

Les White reported that the MetroBase Project was originally planned as one single project. Available funding was insufficient to include the Operations Facility and the Service and Fueling Building was broken out and bid separately to keep that portion moving forward on schedule.

 **REVISED**
[]

5-1.21

REVISED

Staff is proposing that the Board authorize these change orders with RNL and Harris and Associates to accommodate the costs related to Re-Packaging and Re-bidding the Operations Building and Maintenance Building as separate projects as well as Specialty Inspection Services for the MetroBase Project.

Chuck Boxwell from RNL, and Tom Dean and Mario Maciel were present to answer questions.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SKILLICORN

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed \$242,064 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to River Street site bid package & construction services, and operations building repackaging for the MetroBase Project; and

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed \$427,394 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to Maintenance Building Re-Package & Construction Services for the MetroBase Project; and

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed ~~\$897,060~~ \$1,126,560 from Harris & Associates to provide additional funds to the Construction Management contract to accommodate costs relating to Maintenance Building Services during bidding and construction, and specialty inspection services for the MetroBase Project

Discussion:

There was a discussion about the number and amount of the change orders with several Directors expressing concern over the cost, but agreeing that the expenses are necessary. Director Bustichi suggested that the Board form a sub-committee to review change orders going forward. Directors Bustichi, Keogh, Nicol and Rotkin volunteered.

Director Keogh asked the Board to review page #12.2 and stated that he was opposed to authorizing \$51,960 to repackage and rebid the Operations Building now because the bid specifications would only be up to code for a maximum of two years, which Chuck Boxwell confirmed. Director Keogh suggested that it be removed from the motion by the following friendly amendment for Item #12, which was accepted by the maker and the second:

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed ~~\$242,064~~ \$190,104 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to River Street site bid package & construction services, and specifically excluding Operations Building repackaging of \$51,960 for the MetroBase Project;

Motion passed unanimously with Director Stone being absent.

 **REVISED**

5-1.22

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

DATE: 01/01/07 THRU 01/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20580M01/04/07		60.78	434	VERIZON WIRELESS		10789	MONTHLY PC RENTAL	60.78	MANUAL
20581	01/05/07	492.45	001	MONTHLY PC RENTAL					
				SBC		10535	DEC REPEATERS/OPS	406.11	
						10536	DEC REPEATERS/OPS	86.34	
20582	01/05/07	525.00	001016	ALLARD'S SEPTIC SERVICE, INC.		10537	HAZ WASTE DISPOSAL	525.00	
20583	01/05/07	546.33	001029	GOLDEN GATE SYSTEMS		10538	COMPUTER SUPPLIES/IT	546.33	
20584	01/05/07	53,857.56	001035	HARRIS & ASSOCIATES		10539	MB NOV 06 PROF SVC	53,857.56	
20585	01/05/07	3,843.63	001036	STANDARD INSURANCE COMPANY		10540	JAN LIFE/AD&D INS	3,843.63	
20586	01/05/07	10,552.26	001043	VISION SERVICE PLAN		10541	JAN VISION INS	10,552.26	
20587	01/05/07	1,186.80	001048	CRUZ CAR WASH		10542	VEH WASH SVC/PT	1,186.80	
20588	01/05/07	6,187.06	001063	NEW FLYER INDUSTRIES LIMITED		10474	REV VEH PARTS 77	76.71	
						10475	REV VEH PARTS 135	135.52	
						10476	REV VEH PARTS 368	368.20	
						10477	REV VEH PARTS 20	19.44	
						10478	REV VEH PARTS 1636	1,635.56	
						10479	REV VEH PARTS 887	887.00	
						10480	REV VEH PARTS 209	208.71	
						10481	REV VEH PARTS 70	70.29	
						10482	REV VEH PARTS 2786	2,785.63	
20589	01/05/07	343.00	001093	KROLL LABORATORY SPECIALISTS		10543	OCT/NOV DRUG TESTING	343.00	
20590	01/05/07	263.05	001112	BRINKS AWARDS & SIGNS	7	10544	LOCAL MEETING EXP	110.42	
						10545	LOCAL MEETING EXP	152.63	
20591	01/05/07	911.02	001315	WASTE MANAGEMENT		10546	JAN-MAR BIG BASIN	45.51	
						10547	JAN-MAR LOMOND/HY	45.51	
						10548	JAN-MAR AIRPORT/FREE	450.78	
						10549	DEC MT HERMON/KINGS	44.10	
						10550	DEC KINGS VILLAGE	154.56	
						10551	DEC RESEARCH PARK	170.56	
20592	01/05/07	85,802.79	001316	DEVCO OIL		10483	12/12-12/31 FUEL FLT	85,802.79	
20593	01/05/07	14,020.94	001346	CITY OF SANTA CRUZ		10484	METRO POLICE OFFICE	12,809.84	
						10552	PARKING DEF FEES	637.50	
						10553	PARKING DEF FEES	573.60	
20594	01/05/07	5,308.76	001365	BORTNICK, ROBERT S. & ASSOC.	7	10485	CALL STOP SURVEY	5,000.00	
						10554	PROF/TECH 9/22-10/24	308.76	
20595	01/05/07	828.84	001379	SAFETY-KLEEN SYSTEMS, INC.		10555	HAZ WASTE DISPOSAL	828.84	
20596	01/05/07	247.30	001454	MONTEREY BAY OFFICE PRODUCTS		10556	9/1-11/30 COPIER/ADM	247.30	
20597	01/05/07	173.90	001471	CALIFORNIA CHAMBER OF COMMERCE		10557	2007 CAL EMP POSTERS	173.90	
20598	01/05/07	46.50	001711	MOHAWK MFG. & SUPPLY CO.		10486	REV VEH PARTS	46.50	
20599	01/05/07	647.26	001976	SPORTWORKS NORTHWEST, INC.		10487	REV VEH PARTS 638	647.26	
20600	01/05/07	3,757.04	001A	AT&T/MCI		10558	DEC PHONES	1,728.93	
						10559	DEC PHONES/PT	493.58	
						10560	DEC PHONES/IT	1,484.49	
						10561	DEC PHONES/PT	50.04	
20601	01/05/07	333.16	002034	CARLON'S FIRE EXTINGUISHER		10562	OUT REPAIR/EQUIP	333.16	
20602	01/05/07	130.48	002063	COSTCO		10488	PHOTO PROC OPS	15.05	
						10489	PHOTO PROC OPS	39.21	
						10563	LOCAL MEETING EXP	21.29	
						10564	OFFICE SUPPLIES/FIN	21.09	
						10565	LOCAL MEETING EXP	15.21	
						10566	OFFICE SUPPLIES/ADM	18.63	

5-2.1

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

DATE: 01/01/07 THRU 01/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20603	01/05/07	264.90	002069	A TOOL SHED, INC.		10567	11/29-12/12 RENTAL	264.90	
20604	01/05/07	457.63	002189	BUS & EQUIPMENT		10568	REV VEH PARTS/PT	457.63	
20605	01/05/07	2,094.90	002207	T.Y. CUSTOM DESIGN	0	10490	BUS OP PATCHES	2,094.90	
20606	01/05/07	2,500.00	002267	SHAW & YODER, INC.		10569	NOV LEGISLATIVE SVC	2,500.00	
20607	01/05/07	27,115.20	002295	FIRST ALARM		10491	NOV SECURITY	27,115.20	
20608	01/05/07	286.00	002330	TRANSPARENT GLASS COATINGS	7	10570	OUT REPAIR BLD/GRNDS	286.00	
20609	01/05/07	64.00	002388	DOGHERRA'S	7	10571	TOWING # 209	64.00	
20610	01/05/07	235.00	002448	CLEAR VIEW, LLC	0	10572	WTC WINDOW CLEANING	235.00	
20611	01/05/07	124.01	002459	SCOTTS VALLEY WATER DISTRICT		10573	10/06-12/06 KINGS	124.01	
20612	01/05/07	942.59	002504	TIFCO INDUSTRIES		10492	PARTS & SUPPLIES	225.77	
						10493	PARTS & SUPPLIES	716.82	
20613	01/05/07	64.00	002567	DEPARTMENT OF JUSTICE		10574	NOV FINGERPRINTS	64.00	
20614	01/05/07	62,504.91	002569	COMERICA BANK		10575	WORK COMP FUND	62,504.91	
20615	01/05/07	4,349.61	002713	SANTA CRUZ AUTO TECH, INC.		10494	OUT RPR OTH VEH	1,269.49	
						10495	OUT RPR OTH VEH	190.52	
						10576	OUT RPR REV VEH/PT	2,889.60	
20616	01/05/07	971.31	002802	BATTERY SYSTEMS		10496	REV VEH PARTS	971.31	
20617	01/05/07	89.24	002828	ALLIED ELECTRONICS		10497	REV VEH PARTS	89.24	
20618	01/05/07	3,062.95	002829	VALLEY POWER SYSTEMS, INC.		10498	REV VEH PARTS	1,498.11	
						10499	REV VEH PARTS	615.18	
						10500	REV VEH PARTS	949.66	
20619	01/05/07	692.00	002847	STATE OF CA-EDD		10578	PARADISE LEVY	627.00	
						10579	PARADISE LEVY	65.00	
20620	01/05/07	591.43	002876	AA AUTO COLLISION CENTER		10580	REPAIR REAR BUMPER	591.43	
20621	01/05/07	265.00	002885	MONSTER, INC		10581	11/17-12/15 JOB POST	265.00	
20622	01/05/07	3,150.00	002889	QUALITY ARBOR CARE		10582	OUT REPAIR BLD/GRNDS	3,150.00	
20623	01/05/07	96.10	002898	CEB		10583	CA MECHAN. 06 UPDATE	96.10	
20624	01/05/07	150.00	002899	DAVID SHARP		10584	EMPLOYEE TRAINING	150.00	
20625	01/05/07	50.00	007A	UPS SUPPLY CHAIN SOLUTIONS INC		10501	BROKERAGE/SHIP FEES	50.00	
20626	01/05/07	971.18	009	PACIFIC GAS & ELECTRIC		10585	11/12-12/13 RESEARCH	971.18	
20627	01/05/07	262.85	013	MCI SERVICE PARTS, INC.		10502	REV VEH PARTS	262.85	
20628	01/05/07	311.01	020	ADT SECURITY SERVICES INC.		10586	JAN ALARMS	311.01	
20629	01/05/07	146.14	050	PITNEY BOWES INC.		10587	DEC RENTAL/METRO	146.14	
20630	01/05/07	95.65	061A	REGISTER PAJARONIAN		10503	CLASS ADV-FLT	95.65	
20631	01/05/07	347.41	079	SANTA CRUZ MUNICIPAL UTILITIES		10588	10/25-11/28 DUBOIS	347.41	
20632	01/05/07	1,158.00	080	STATE BOARD OF EQUALIZATION		10534	USE TAX FOR NOV 2006	1,158.00	
20633	01/05/07	67.43	080B	STATE BOARD OF EQUALIZATION		10589	UNDGRND STORAGE TANK	67.43	
20634	01/05/07	361.29	115	SNAP-ON INDUSTRIAL		10504	SMALL TOOL	361.29	
20635	01/05/07	1,823.69	117	GILLIG CORPORATION		10505	REV VEH PARTS	1,823.69	
20636	01/05/07	18.99	130	CITY OF WATSONVILLE UTILITIES		10590	FINAL SAKATA LANE	8.98	
						10591	11/1-12/1 RODRIGUEZ	10.01	
20637	01/05/07	166.43	147	ZEE MEDICAL SERVICE CO.		10592	SAFETY SUPPLIES	166.43	
20638	01/05/07	850.11	186	WILSON, GEORGE H., INC.		10593	REPAIRS/MAINTENANCE	850.11	
20639	01/05/07	25.00	188	PACIFIC BUS MUSEUM		10506	SUBSCRIPTION	25.00	
20640	01/05/07	90.43	215	IKON OFFICE SOLUTIONS		10507	OFFICE SUPPLIES	90.43	
20641	01/05/07	2,631.94	282	GRAINGER		10508	SAFETY/CLEAN SUPP	2,502.53	
						10509	CLEANING SUPPLIES	129.41	
20642	01/05/07	259.33	372	FEDERAL EXPRESS		10510	NOV MAIL/FLT	73.18	
						10511	NOV MAIL/FINANCE	20.71	
						10512	NOV MAIL/ADMIN	150.03	

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20643	01/05/07	597.32	422	IMAGE SALES INC.		10513	NOV MAIL/METRO	15.41	
						10594	POLAROID PHOTO CUTTR	171.38	
						10595	EMP ID DATA CARDS	425.94	
20644	01/05/07	54.05	434B	VERIZON CALIFORNIA		10514	MT BIEWLASKI	54.05	
20645	01/05/07	133.08	436	WEST PAYMENT CENTER		10596	NOV ACCESS CHGS	133.08	
20646	01/05/07	1,120.00	478	BEE CLENE	0	10597	CARPETS/ENC AND PAC	1,120.00	
20647	01/05/07	947.19	480	DIESEL MARINE ELECTRIC, INC.		10515	REV VEH PARTS	947.19	
20648	01/05/07	333.00	481	PIED PIPER EXTERMINATORS, INC.		10598	DEC PEST CONTROL	333.00	
20649	01/05/07	377,673.19	502	CA PUBLIC EMPLOYEES'		10599	JAN MEDICAL INS	377,673.19	
20650	01/05/07	2,867.70	504	CUMMINS WEST, INC.		10516	REV VEH PARTS	1,899.22	
						10517	REV VEH PARTS	968.48	
20651	01/05/07	2,055.00	616	BROWN ARMSTRONG		10600	AUDIT SERVICES	2,055.00	
20652	01/05/07	195.31	647	GFI GENFARE		10518	REV VEH PARTS	195.31	
20653	01/05/07	7,770.88	664	BAY COUNTIES PITCOCK PETROLEUM		10519	FUEL & LUB/FLT	7,770.88	
20654	01/05/07	4,837.51	681	SCOTTS BODY SHOP	7	10520	OUT RPR OTH VEH	4,837.51	
20655	01/05/07	70.00	682	WEISS, AMY L.	7	10601	DEC INTERPRETER	70.00	
20656	01/05/07	1,088.75	733	CLAREMONT BEHAVIORAL SERVICES		10602	JAN EAP PREMIUM	1,088.75	
20657	01/05/07	625.00	764	MERCURY METALS		10577	OUT RPR REV VEH/PT	625.00	
20658	01/05/07	36,877.68	800	DELTA DENTAL PLAN		10603	JAN DENTAL	36,877.68	
20659	01/05/07	1,906.50	852	LAW OFFICES OF MARIE F. SANG	7	10604	WORKERS COMP CLAIMS	1,906.50	
20660	01/05/07	391.86	872	YALE-PACIFIC, INC.		10521	OUT RPR EQUIP	391.86	
20661	01/05/07	812.96	882	PRINT SHOP SANTA CRUZ		10522	TIME CARDS-OPS	515.27	
						10605	PRINTING/ADMIN	297.69	
20662	01/05/07	39.00	884	UNITED STATES POSTAL SERVICE		10523	POSTAGE STAMPS	39.00	
20663	01/05/07	3,532.12	909	CLASSIC GRAPHICS		10524	OUT RPR REV VEH	3,532.12	
20664	01/05/07	7,840.55	912	FOLGER GRAPHICS		10606	PRINTING/HEADWAYS	7,840.55	
20665	01/05/07	1,305.00	916	DOCTORS ON DUTY		10607	10/26-11/21 DRG TEST	1,305.00	
20666	01/05/07	16,500.72	941	ASSURANT EMPLOYEE BENEFITS		10608	JAN LTD INS	16,500.72	
20667	01/05/07	10.83	946	ACME AND SONS		10525	FENCE RENT-DUBOIS	10.83	
20668	01/05/07	429.75	951	DONOVAN SIGNS		10609	CONST. SIGN MB	429.75	
20669	01/05/07	11,063.43	977	SANTA CRUZ TRANSPORTATION, LLC		10610	NOV 06 PT SVCS	11,063.43	
20670	01/05/07	50.00	B003	BEAUTZ, JAN	7	10621	DEC BOARD MTG	50.00	
20671	01/05/07	50.00	B006	HINKLE, MICHELLE	7	10623	DEC BOARD MTG	50.00	
20672	01/05/07	100.00	B007	KEOGH, MICHAEL	7	10624	DEC BOARD MTG	100.00	
20673	01/05/07	50.00	B011	REILLY, EMILY	7	10626	DEC BOARD MTG	50.00	
20674	01/05/07	100.00	B012	SPENCE, PAT	7	10628	DEC BOARD MTG	100.00	
20675	01/05/07	100.00	B014	CITY OF WATSONVILLE		10630	DEC BOARD MTG	100.00	
20676	01/05/07	100.00	B015	ROTKIN, MIKE	7	10627	DEC BOARD MTG	100.00	
20677	01/05/07	100.00	B017	STONE, MARK	7	10629	DEC BOARD MTG	100.00	
20678	01/05/07	100.00	B018	BUSTICHI, DENE	7	10622	DEC BOARD MTG	100.00	
20679	01/05/07	100.00	B020	NICOL, KIRBY	7	10625	DEC BOARD MTG	100.00	
20680	01/05/07	35.67	E239	SLATER, ROBYN		10611	OFFICE SUPPLIES	35.67	
20681	01/05/07	183.77	E312	CHENG, FRANK		10612	PRINTING/TRAVEL	145.30	
						10613	INTERNET/PRINTING	38.47	
20682	01/05/07	34.00	E325	MALDONADO, ROBERT		10531	DMV FEES	34.00	
20683	01/05/07	64.00	E329	ZARAGOZA, DANIEL		10533	DMV FEES	64.00	
20684	01/05/07	34.00	E349	OSORIO, ERLYN E.		10532	DMV FEES	34.00	
20685	01/05/07	35.31	E395	GARCIA, SAMUEL		10614	EMPLOYEE TRAVEL	35.31	
20686	01/05/07	64.00	E610	DIAZ, ROSA		10615	DMV FEES	64.00	
20687	01/05/07	64.00	E611	PINSKY, TODD		10526	DMV FEES	64.00	

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20688	01/05/07	64.00	E612 ANDERSEN, RONALD		10527	DMV FEES	64.00	
20689	01/05/07	64.00	E613 RAUDMAN, RENEE		10528	DMV FEES	64.00	
20690	01/05/07	64.00	E614 COLWELL, ARLAN		10529	DMV FEES	64.00	
20691	01/05/07	64.00	E615 BROWN, HERBERT		10530	DMV FEES	64.00	
20692	01/05/07	15.00	R462 ROBISON, MARY		10616	PT PREPAID RETURNED	15.00	
20693	01/05/07	96.00	R470 COLLETTI, ANN		10617	PT PREPAID RETURNED	96.00	
20694	01/05/07	99.00	R471 WINTON, KENNETH		10618	PT PREPAID RETURNED	99.00	
20695	01/05/07	1,600.00	R473 COUNTY OF SANTA CRUZ		10619	SETTLEMENT/RISK	1,600.00	
20696	01/05/07	1,003.14	R474 CAWALING, GEORGE		10620	SETTLEMENT/RISK	1,003.14	
20697	01/19/07	405.59	001 SBC		10689	JAN REPEATERS/OPS	405.59	
20698	01/19/07	5,496.00	001014 TRANSIT RESOURCE CENTER		10631	BUS INSP REV VEH	5,496.00	
20699	01/19/07	1,456.81	001039 GRAFFITI REMOVAL, INC.		10632	REV VEH PARTS	1,456.81	
20700	01/19/07	1,943.56	001048 CRUZ CAR WASH		10690	VEH WASH SVCS/PT	1,943.56	
20701	01/19/07	334.44	001052 MID VALLEY SUPPLY					VOIDED
	01/31/07	-334.44			10633	CLEANING SUPP	0.00	
20702	01/19/07	8,741.24	001063 NEW FLYER INDUSTRIES LIMITED		10634	REV VEH PARTS 149	148.89	
					10635	REV VEH PARTS 123	122.88	
					10636	REV VEH PARTS 784	784.00	
					10637	REV VEH PARTS 2200	2,199.76	
					10638	REV VEH PARTS 44	44.00	
					10639	REV VEH PARTS 1288	1,288.08	
					10640	REV VEH PARTS 24	23.43	
					10641	REV VEH PARTS 4130	4,130.20	
20703	01/19/07	11,464.36	001075 SOQUEL III ASSOCIATES	7	9000806	RESEARCH PARK RENT	11,464.36	
20704	01/19/07	7,590.00	001076 BROUGHTON LAND, LLC		9000807	110 VERNON ST RENT	7,590.00	
20705	01/19/07	637.00	001093 KROLL LABORATORY SPECIALISTS		10691	NOV/DEC DRUG TESTS	637.00	
20706	01/19/07	1,407.00	001119 MACERICH PARTNERSHIP LP	7	9000808	CAPITOLA MALL RENT	1,407.00	
20707	01/19/07	1,032.78	001263 ABBOTT STREET RADIATOR, INC.		10642	OUT RPR REV VEH	1,032.78	
20708	01/19/07	69,378.33	001316 DEVCO OIL		10643	FUEL FLT 1/1-1/15	69,378.33	
20709	01/19/07	1,273.88	001346 CITY OF SANTA CRUZ		10692	COOP RETAIL MNGMNT	1,273.88	
20710	01/19/07	5,510.43	001492 EVERGREEN OIL INC.		10693	HAZ WASTE DISPOSAL	5,510.43	
20711	01/19/07	833.65	001506 WESTERN STATES OIL CO., INC.		10644	FUEL/LUB FLT	833.65	
20712	01/19/07	122.68	001526 ADCOM/BHS		10694	OFFICE SUPPLIES	122.68	
20713	01/19/07	8,466.03	001648 STEVE'S UNION SERVICE		10645	DEC FUEL/FLT	46.94	
					10695	DEC FUEL PT	8,419.09	
20714	01/19/07	408.56	001856 BAY COMMUNICATIONS	7	10696	OUT REPAIR PHONES	408.56	
20715	01/19/07	79.23	002012 CARTER, H.V. CO. INC.		10697	SPIN PAK DEFLECTOR	79.23	
20716	01/19/07	1,659.50	002035 BOWMAN & WILLIAMS		10698	TOPO OF BUS TRNARND	1,659.50	
20717	01/19/07	70.30	002063 COSTCO		10646	PHOTO PROC-OPS	70.30	
20718	01/19/07	26,500.00	002116 HINSHAW, EDWARD & BARBARA	7	9000809	370 ENCINAL RENT	26,500.00	
20719	01/19/07	14,214.64	002117 IULIANO	7	9000810	111 DUBOIS RENT	11,214.64	
					9000811	115 DUBOIS RENT	3,000.00	
20720	01/19/07	904.06	002189 BUS & EQUIPMENT		10699	REV VEH PARTS/PT	904.06	
20721	01/19/07	1,650.00	002287 CALIFORNIA SERVICE EMPLOYEES		10700	JAN MEDICAL	1,650.00	
20722	01/19/07	48.89	002307 EWING IRRIGATION PRODUCTS		10701	REPAIRS/MAINTENANCE	48.89	
20723	01/19/07	5,000.00	002346 CHANEY, CAROLYN & ASSOC., INC.		10702	JAN LEGISLATIVE SVCS	5,000.00	
20724	01/19/07	235.00	002448 CLEAR VIEW, LLC	0	10703	WTC WINDOW CLEANING	235.00	
20725	01/19/07	339.38	002504 TIFCO INDUSTRIES		10647	PARTS & SUPPLIES	339.38	
20726	01/19/07	237.46	002624 DIGITAL RECORDERS		10648	REV VEH PARTS	237.46	
20727	01/19/07	7,385.00	002649 KING CRANE SERVICE, INC.		10704	RELOCATE LCNG TANK	7,385.00	

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20728	01/19/07	42.50	002713	SANTA CRUZ AUTO TECH, INC.		10705	OUT RPR REV VEH/PT	42.50	
20729	01/19/07	1,915.07	002721	NEXTEL COMMUNICATIONS		10706	12/4-1/3 PHONES/PT	1,915.07	
20730	01/19/07	1,214.13	002802	BATTERY SYSTEMS		10649	REV VEH PARTS	1,214.13	
20731	01/19/07	2,436.66	002805	TELEPATH CORPORATION		10650	JAN MAINT/RPRS	2,436.66	
20732	01/19/07	869.17	002814	CREATIVE BUS SALES, INC.		10707	REV VEH PARTS/PT	869.17	
20733	01/19/07	2,760.71	002829	VALLEY POWER SYSTEMS, INC.		10651	REV VEH PARTS	2,003.61	
						10652	REV VEH PARTS	757.10	
20734	01/19/07	150.60	002861	AMERICAN MESSAGING SVCS, LLC		10653	JAN PAGER/FLT	31.80	
						10708	JAN PAGER/FAC	118.80	
20735	01/19/07	4,650.00	002863	OFFICESTAR		10709	TECHNICAL TRAINING	4,650.00	
20736	01/19/07	3,870.97	002872	CPS EXECUTIVE SEARCH		10710	PROF/TECH SVCS/HRD	3,870.97	
20737	01/19/07	2,000.00	002873	USPS-HASLER		10711	POSTAGE/ADM	2,000.00	
20738	01/19/07	5,863.05	002883	UNISTORAGE		10712	OFFICE SUPPLIES	2,062.39	
						10713	APC SYMMETRA MODULE	3,800.66	
20739	01/19/07	465.00	002894	PAN TEC INC.		10654	PARTS & SUPP 465	465.00	
20740	01/19/07	135.00	002896	ROGER'S REFRIGERATION, INC.		10714	DIAGNOSITC	135.00	
20741	01/19/07	175.00	002897	ERVIN, EUGENE		10655	BUS ANOUNCE AUDIT	175.00	
20742	01/19/07	729.70	002901	UNTERBERGER & UTERBERGER		10715	PROF SVC/HRD	729.70	
20743	01/19/07	1,289.00	002902	DELTA KING HOTEL		10716	EMP. TRAVEL 2/5-2/9	1,289.00	
20744	01/19/07	300.00	002903	DMV-ETP		10717	EMP. TRAINING	300.00	
20745	01/19/07	295.11	004	NORTH BAY FORD LINC-MERCURY		10656	REV VEH PARTS	82.73	
						10657	OUT RPR OTH VEH	212.38	
20746	01/19/07	137.91	007	UNITED PARCEL SERVICE		10658	FRT OUT-DEC	137.91	
20747	01/19/07	26,973.62	009	PACIFIC GAS & ELECTRIC		10659	DEC CNG/FLT	10,114.10	
						10718	11/12-01/09 KINGS	1,870.49	
						10719	12/06-01/04 PACIFIC	1,972.09	
						10720	12/01-12/29 ENCINAL	3,162.80	
						10721	11/30-12/29 VERNON	269.49	
						10722	11/30-12/29 RIVER	2,063.68	
						10723	11/30-12/29 FLEET	7,520.97	
20748	01/19/07	12,847.14	018	SALINAS VALLEY FORD SALES		10660	REV VEH PTS/SM TOOL	2,925.79	
						10661	REV VEH PARTS	4,768.99	
						10662	REV VEH PARTS	2,356.53	
						10663	REV VEH PARTS	2,795.83	
20749	01/19/07	311.01	020	ADT SECURITY SERVICES INC.		10724	FEB ALARMS	311.01	
20750	01/19/07	742.08	039	KINKO'S INC.		10725	NOV PRINTING/ MC	187.66	
						10726	NOV PRINTING/OPS	534.93	
						10727	DEC PRINING/ADM	19.49	
20751	01/19/07	3,744.92	041	MISSION UNIFORM		10664	DEC UNIF/LAUNDRY-FLT	3,014.19	
						10728	DEC UNIF/LAUNDRY PT	106.96	
						10729	DEC UNIF/LAUNDRY FAC	623.77	
20752	01/19/07	8.30	042	ORCHARD SUPPLY HARDWARE		10730	REPAIRS/MAINTENANCE	8.30	
20753	01/19/07	2,604.91	043	PALACE ART & OFFICE SUPPLY		10731	OFFICE SUPPLIES	2,604.91	
20754	01/19/07	205.68	045	ROYAL WHOLESALE ELECTRIC		10732	REPAIRS/MAINTENANCE	205.68	
20755	01/19/07	14.29	051	SANTA CRUZ FIRE EQUIPMENT	7	10733	OUT REPAIR/FIRE EXT	14.29	
20756	01/19/07	525.50	067	ROTO-ROOTER		10734	OUT RPR-BLD/GRNDS	525.50	
20757	01/19/07	59.87	074	KENVILLE LOCKSMITHS	7	10665	PARTS & SUPP	20.00	
						10735	DEC LOCKS/KEYS	39.87	
20758	01/19/07	17.88	075	COAST PAPER & SUPPLY INC.		10736	CLEANING SUPPLIES	17.88	
20759	01/19/07	7,099.19	079	SANTA CRUZ MUNICIPAL UTILITIES		10737	11/1-11/30 LANDFILL	78.22	

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DATE: 01/01/07 THRU 01/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						10738	12/1-12/31 LANDFILL	18.84	
						10739	11/29-12/21 ENCINAL	774.46	
						10740	11/29-12/21 DUBOIS	910.54	
						10741	11/30-12/28 PACIFIC	84.94	
						10742	11/30-12/28 PACIFIC	2,214.82	
						10743	11/29-12/21 ENCINAL	98.71	
						10744	11/29-12/21 RIVER	36.86	
						10745	11/29-12/21 RIVER	2,033.20	
						10746	11/29-12/21 GOLF CLB	848.60	
20760	01/19/07	1,891.40	080	STATE BOARD OF EQUALIZATION		10747	JUL-SEPT USE TAX	1,891.40	
20761	01/19/07	1,869.81	080A	STATE BOARD OF EQUALIZATION		10666	OCT-DEC 06 FUEL TAX	1,869.81	
20762	01/19/07	484.51	083	THYSSENKRUPP ELEVATOR		10748	OUT REPAIR-EQUIP	484.51	
20763	01/19/07	13,707.06	085	DIXON & SON TIRE, INC.		10667	DEC TIRES/TUBES FLT	12,489.28	
						10749	NOV/DEC TIRES/TBS PT	1,217.78	
20764	01/19/07	63.78	087	RECOGNITION SERVICES		10790	EMP INCENTIVE 20	63.78	
20765	01/19/07	593.59	107	SAN LORENZO LUMBER		10668	PARTS & SUPPLIES	16.16	
						10750	REPAIRS/MAINTENANCE	577.43	
20766	01/19/07	2,617.84	110	JESSICA GROCERY STORE, INC.		9000812	CUSTODIAL SERVICES	2,617.84	
20767	01/19/07	2,694.48	117	GILLIG CORPORATION		10669	REV VEH PTS/SAFETY	1,345.17	
						10670	REV VEH PARTS	229.87	
						10671	REV VEH PARTS	444.15	
						10672	REV VEH PARTS	675.29	
20768	01/19/07	10.01	130	CITY OF WATSONVILLE UTILITIES		10751	12/1-1/1 RODRIGUEZ	10.01	
20769	01/19/07	1,869.85	135	SANTA CRUZ AUTO PARTS, INC.		10673	REV VEH PTS/SM TOOL	1,631.76	
						10752	REV VEH PARTS/SUPPLY	238.09	
20770	01/19/07	238.54	148	ZEP MANUFACTURING COMPANY		10674	REV VEH PARTS	238.54	
20771	01/19/07	350.98	149	SANTA CRUZ SENTINEL		10675	CLASS ADV-PURCH	140.99	
						10753	DEC ADVERTISING/ADM	209.99	
20772	01/19/07	584.39	156	PRINT GALLERY, THE		10754	PRINT ROUTE STICKERS	584.39	
20773	01/19/07	2,421.83	161	OCEAN CHEVROLET		10676	REV VEH PARTS	106.13	
						10755	REV VEH PARTS/PT	2,315.70	
20774	01/19/07	1,860.82	163	COMMUNITY PRINTERS, INC.		10756	PRINTING OF SEIU MOU	1,860.82	
20775	01/19/07	186.10	166	HOSE SHOP, THE		10677	PARTS & SUPPLIES	186.10	
20776	01/19/07	374.66	170	TOWNSEND'S AUTO PARTS		10678	REV VEH PTS/SUPP	374.66	
20777	01/19/07	102.63	172	CENTRAL WELDER'S SUPPLY, INC.		10679	PARTS/SAFETY SUPP	102.63	
20778	01/19/07	680.69	215	IKON OFFICE SOLUTIONS		10757	COPIER OVERAGE/PT	590.46	
						10758	STAPLES TYPE K	90.23	
20779	01/19/07	1,477.06	221	VEHICLE MAINTENANCE PROGRAM		10680	REV VEH PARTS 1477	1,477.06	
20780	01/19/07	1,366.17	260	SANTA CRUZ GLASS CO., INC.		10759	REPLAC GLS/CAFE LENA	1,366.17	
20781	01/19/07	417.81	282	GRAINGER		10760	REPAIRS/MAINTENANCE	417.81	
20782	01/19/07	116.80	288	MUNCIE TRANSIT SUPPLY		10681	REV VEH PARTS	116.80	
20783	01/19/07	400.23	291	STANLEY ACCESS TECHNOLOGIES		10761	DOOR SVC/KINGS	400.23	
20784	01/19/07	184.00	367	COMMUNITY TELEVISION OF		10762	TV COVERAGE 12/15	184.00	
20785	01/19/07	843.73	395	APPLIED GRAPHICS, INC.		10763	CHECK STOCK FOR FIN	843.73	
20786	01/19/07	385.00	478	BEE CLENE	0	10764	CARPET/RIVER ST	385.00	
20787	01/19/07	89.75	510A	HASLER, INC.		10765	2/1-2/28 RENTAL/PT	41.04	
						10791	2/1-2/28 RENTAL/ADM	48.71	
20788	01/19/07	342.01	580	BLOCK AND COMPANY, INC.		10682	OFFICE SUPPLIES	342.01	
20789	01/19/07	16,420.00	616	BROWN ARMSTRONG		10766	STATE TAX RETURN SVC	250.00	
						10767	AUDIT SERVICES	16,170.00	

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

DATE: 01/01/07 THRU 01/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20790	01/19/07	1,002.74	664	BAY COUNTIES PITCOCK PETROLEUM		10683	FUEL/LUB FLT	1,002.74	
20791	01/19/07	12,525.09	667	CITY OF SCOTTS VALLEY		10768	SVTC	12,525.09	
20792	01/19/07	2,941.00	674	LIEBERT CASSIDY WHITMORE	7	10769	1/1-12/31 EMP.TRAIN	2,941.00	
20793	01/19/07	11,967.00	694	CALIFORNIA TRANSIT ASSOC.		10770	MEMBERSHIP DUES 2007	11,967.00	
20794	01/19/07	147.90	699	SALINAS CASH REGISTER CO INC	.	10684	POWER BOARD RPR	147.90	
20795	01/19/07	4,709.01	851	I.M.P.A.C. GOVERNMENT SERVICES		10771	4055019201231222	4,709.01	
20796	01/19/07	139.50	852	LAW OFFICES OF MARIE F. SANG	7	10772	WORKERS COMP CLAIMS	139.50	
20797	01/19/07	3,552.68	856	ANGI INTERNATIONAL LLC		10773	REPAIRS/MAINTENANCE	3,552.68	
20798	01/19/07	32.50	886	ALL PURE WATER		10685	OFFICE SUPPLIES	32.50	
20799	01/19/07	4,472.63	909	CLASSIC GRAPHICS		10686	OUT RPR REV VEH	4,472.63	
20800	01/19/07	168.35	911	NNT, INC.		10687	PRINTER RPR	168.35	
20801	01/19/07	299.76	932	A.L. LEASE COMPANY, INC.		10774	REPAIRS/MAINTENANCE	299.76	
20802	01/19/07	4,995.00	942	PROOFPOINT, INC.		10775	SPAM DETECTION MODUL	4,995.00	
20803	01/19/07	914.94	943	CLEAN BUILDING MAINTENANCE		10776	DEC JANITORIAL SVC	914.94	
20804	01/19/07	314,141.40	948	ARNTZ BUILDERS, INC.		10777	CONST SVC MB TO 11/3	314,141.40	
20805	01/19/07	34,904.60	948A	WESTAMERICA BANK TRUST DEPT		10778	NOV RETAINAGE	34,904.60	
20806	01/19/07	390.00	949A	NATIONAL FLOOD SERVICES		10779	FLOOD INS 1/07-1/08	390.00	
20807	01/19/07	450.00	957	SECURITY SHORING & STEEL PLT		10780	STEEL PLATE RENTAL	450.00	
20808	01/19/07	77.45	980	MCMASTER-CARR SUPPLY CO		10781	REPAIRS/MAINTENANCE	77.45	
20809	01/19/07	100.00	B016	SKILLICORN, DALE	7	10787	JAN BOARD MTG	100.00	
20810	01/19/07	200.00	E020	FOUSE, BRENT		10782	EMP TRAVEL 2/5-2/9	200.00	
20811	01/19/07	38.00	E376	MALPHRUS, BRENDA		10688	DMV FEES	38.00	
20812	01/19/07	200.00	E407	JONES, CHRISTINE M.		10783	EMP TRAVEL 2/5-2/9	200.00	
20813	01/19/07	342.80	M003	WYANT, JUDI	Y	9000813	MED PYMT SUPP	342.80	
20814	01/19/07	349.65	M005	ROSS, EMERY	7	9000814	MED PYMT SUPP	349.65	
20815	01/19/07	408.57	M007	BLAIR-ALWARD, GREGORY	7	9000815	MED PYMT SUPP	408.57	
20816	01/19/07	408.57	M010	SHORT, SLOAN	7	9000816	MED PYMT SUPP	408.57	
20817	01/19/07	245.40	M016	HICKLIN, DONALD KENT	7	9000817	MED PYMT SUPP	245.40	
20818	01/19/07	163.17	M022	CAPELLA, KATHLEEN	7	9000818	MED PYMT SUPP	163.17	
20819	01/19/07	54.26	M033	BAILEY, NEIL	7	9000819	MED PYMT SUPP	54.26	
20820	01/19/07	27.15	M036	CERVANTES, GLORIA	7	9000820	MED PYMT SUPP	27.15	
20821	01/19/07	27.15	M039	DAVILA, ANA MARIA	7	9000821	MED PYMT SUPP	27.15	
20822	01/19/07	27.15	M040	GARBEZ, LINDA	7	9000822	MED PYMT SUPP	27.15	
20823	01/19/07	54.26	M041	GOUVEIA, ROBERT	7	9000823	MED PYMT SUPP	54.26	
20824	01/19/07	27.15	M050	O'MARA, KATHLEEN	7	9000824	MED PYMT SUPP	27.15	
20825	01/19/07	54.26	M054	SLOAN, FRANCIS	7	9000825	MED PYMT SUPP	54.26	
20826	01/19/07	397.25	M057	PARHAM, WALLACE	7	9000826	MED PYMT SUPP	397.25	
20827	01/19/07	397.25	M058	POTEETE, BEVERLY	7	9000827	MED PYMT SUPP	397.25	
20828	01/19/07	431.25	M061	KAMEDA, TERRY	7	9000828	MED PYMT SUPP	431.25	
20829	01/19/07	354.74	M064	PETERS, TERRIE	7	9000829	MED PYMT SUPP	354.74	
20830	01/19/07	64.47	M068	BASS, BETTY	7	9000830	MED PYMT SUPP	64.47	
20831	01/19/07	81.60	M069	JACOBS, KENNETH	7	9000831	MED PYMT SUPP	81.60	
20832	01/19/07	81.60	M070	PICARELLA, FRANCIS	7	9000832	MED PYMT SUPP	81.60	
20833	01/19/07	138.68	M072	BRIDINGER, CHRIS	7	9000833	MED PYMT SUPP	138.68	
20834	01/19/07	94.32	M074	GABRIELE, BERNARD	7	9000834	MED PYMT SUPP	94.32	
20835	01/19/07	138.68	M076	VONWAL, YVETTE	7	9000835	MED PYMT SUPP	138.68	
20836	01/19/07	96.84	M079	BROGDON, ROY		9000836	MED PYMT SUPP	96.84	
20837	01/19/07	27.21	M082	HINDIN, LENORE	7	9000837	MED PYMT SUPP	27.21	
20838	01/19/07	54.26	M085	ROSSI, DENISE	7	9000838	MED PYMT SUPP	54.26	
20839	01/19/07	27.15	M086	TOLINE, DONALD	7	9000839	MED PYMT SUPP	27.15	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20840	01/19/07	27.15	M088 YAGI, RANDY	7	9000840	MED PYMT SUPP	27.15	
20841	01/19/07	44.45	M090 CLARKE, PATRICIA	7	9000841	MED PYMT SUPP	44.45	
20842	01/19/07	81.60	M092 CRAWFORD, TERRI	7	9000842	MED PYMT SUPP	81.60	
20843	01/19/07	81.60	M095 DIXON, GEORGE	7	9000843	MED PYMT SUPP	81.60	
20844	01/19/07	81.60	M096 DRAKE, JUDITH	7	9000844	MED PYMT SUPP	81.60	
20845	01/19/07	81.60	M098 FAUCI, SUSAN	7	9000845	MED PYMT SUPP	81.60	
20846	01/19/07	81.60	M099 PIKE, LOUIS	7	9000846	MED PYMT SUPP	81.60	
20847	01/19/07	54.26	M100 GARCIA, SANTIAGO	7	9000847	MED PYMT SUPP	54.26	
20848	01/19/07	81.60	M101 GOES, ALAN	7	9000848	MED PYMT SUPP	81.60	
20849	01/19/07	44.45	M103 JEMISON, MAURICE	7	9000849	MED PYMT SUPP	44.45	
20850	01/19/07	81.60	M104 JUSSEL, PETE	7	9000850	MED PYMT SUPP	81.60	
20851	01/19/07	44.45	M105 KOHAMA, MARY	7	9000851	MED PYMT SUPP	44.45	
20852	01/19/07	44.45	M106 LYALL, JOHN	7	9000852	MED PYMT SUPP	44.45	
20853	01/19/07	81.60	M108 MILLER, FOREST	7	9000853	MED PYMT SUPP	81.60	
20854	01/19/07	125.92	M109 PEREZ, CHERYL		9000854	MED PYMT SUPP	125.92	
20855	01/19/07	44.45	M111 SANCHEZ, FELIX	7	9000855	MED PYMT SUPP	44.45	
20856	01/19/07	81.60	M112 SILVA, EDUARDO	7	9000856	MED PYMT SUPP	81.60	
20857	01/19/07	104.66	M115 WILLIAMS, CHRIS	7	9000857	MED PYMT SUPP	104.66	
20858	01/19/07	145.72	M116 CRAMBLETT, LAWRENCE		9000858	MED PYMT SUPP	145.72	
20859	01/19/07	25.00	R475 SIMONS, REBECCA		10784	S&D MONTH PASS	25.00	
20860	01/19/07	10,000.00	R476 SHORT, APRIL		10785	SETTLEMENT/RISK	10,000.00	
20861	01/19/07	132.00	T118 WEHNER, AMY MARY		10786	CONVENIENCE CARDS	132.00	
TOTAL		1,533,392.45	COAST COMMERCIAL BANK			TOTAL CHECKS	282	1,533,392.45

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**Page 1 of the January Ridership Report
will be included in the
February 23, 2007 Board Packet.**

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	0	7	1	6	1	100%
FLYER/LOW FLOOR - 40'	12	1	11	8	3	8	100%
FLYER/LOW FLOOR - 35'	18	3	15	12	3	12	100%
FLYER/HIGH FLOOR - 35'	15	2	13	3	10	3	100%
GILLIG/SAM TRANS - 40'	10	2	8	4	4	4	100%
DIESEL CONVERSION - 35'	15	4	11	11	0	11	100%
DIESEL CONVERSION - 40'	14	3	11	9	2	9	100%
ORION/HIGHWAY 17 - 40'	11	1	10	8	2	8	100%
GOSHEN	2	0	2	0	2	0	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	1	7	7	0	7	100%

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JANUARY 2007

BUS #	DATE	DAY	REASON
2205CG	3-Jan	Wednesday	Kneel slow in coming back up
2206CG	16-Jan	Tuesday	Air leak somewhere around the Kneel. PSI drops from 115 to 100
8080F	5-Jan	Friday	Kneel releases on its own
8081F	24-Jan	Wednesday	Kneel not working
8081F	25-Jan	Thursday	Kneel not working
9801LF	24-Jan	Wednesday	Kneel alert does not work
9827LF	24-Jan	Wednesday	Wheel chair ramp does not come up. Has to be pulled up manually.

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

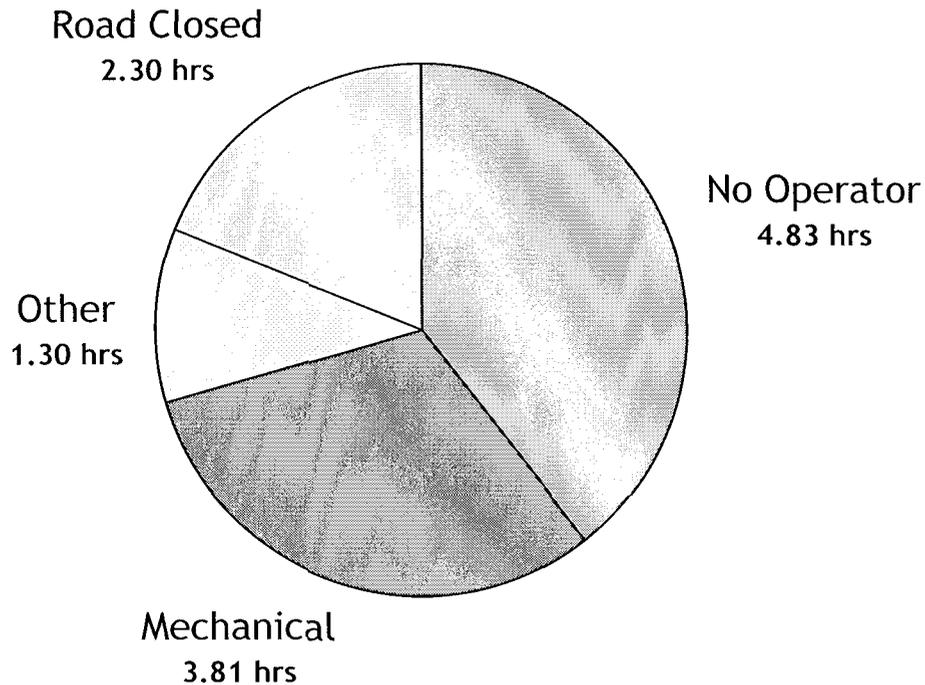
Note: Lift operating problems that cause delays of less than 30 minutes.

5-3.3

Dropped Service for FY 2007

	FY 2004/05		FY 2005/06		FY 2006/07	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	1.35	42.89	0	0	5.00	96.88
August	0.00	0.00	213.92	3,575.86	15.02	276.46
September	0.76	18.87	140.97	2,336.50	11.30	160.72
October	0.00	0.00	STRIKE	STRIKE	37.52	540.19
November	0.00	0.00	113.77	1,780.56	37.55	477.48
December	0.00	0.00	95.61	1,659.66	6.08	143.84
January	6.07	127.13	16.52	286.31	12.24	188.23
February	23.31	276.75	39.22	579.38		
March	8.66	99.08	21.38	380.68		
April	37.96	641.12	62.57	986.08		
May	1.50	37.03	33.47	551.00		
June	4.15	69.30	20.20	267.47		
TOTAL	83.76	1,312.17	757.62	12,403.50	124.71	1,883.80

Dropped Service Breakdown for January 2007



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**Santa Cruz METRO
December 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 995.05	10,804	7,480	1,811	10	58	15	27	84	332	791
13	\$ 110.10	2,008	1,700	152	4	7	-	-	3	41	85
15	\$ 427.49	10,648	9,351	614	2	20	8	2	72	255	335
16	\$ 3,407.69	30,999	22,864	2,978	39	161	22	39	316	915	2,685
19	\$ 1,136.58	11,058	8,106	1,059	11	80	12	8	126	305	1,040
3B	\$ 1,162.24	2,487	217	164	19	88	13	16	127	82	1,143
4	\$ 1,043.81	3,624	65	18	13	176	41	32	97	66	2,513
7	\$ 225.99	762	41	21	3	50	3	13	44	8	498
9	\$ 312.80	391	11	30	12	8	-	1	-	-	171
12A	\$ 17.85	267	215	37	2	2	-	-	-	6	7
20	\$ 1,443.38	6,939	4,181	699	13	62	2	6	111	186	977
31	\$ 1,168.86	1,475	34	50	12	17	3	1	25	56	606
32	\$ 309.39	375	17	16	2	6	4	-	9	15	141
33	\$ 217.40	402	1	-	-	-	-	-	-	-	246
34	\$ 142.08	165	3	-	-	4	-	-	-	-	72
35	\$ 24,432.59	34,727	599	402	301	959	16	164	701	1,073	17,750
40	\$ 1,407.40	1,579	27	16	37	90	-	13	6	51	673
41	\$ 796.40	1,185	97	69	12	42	3	4	51	64	467
42	\$ 760.27	892	44	24	7	73	-	2	23	79	302
53	\$ 505.89	712	2	12	6	69	16	5	20	10	331
54	\$ 494.25	718	4	6	4	35	24	11	43	23	351
55	\$ 1,368.42	2,968	1	13	22	131	55	20	801	54	1,280
56	\$ 347.20	696	2	4	3	29	13	3	162	35	300
66	\$ 9,891.31	14,427	603	295	108	555	83	74	453	348	6,595
68	\$ 5,923.18	9,125	544	327	90	256	59	48	234	201	4,268
68N	\$ 1,322.86	1,841	145	77	1	39	10	-	61	61	681
69	\$ 5,986.43	9,580	599	422	62	367	71	46	262	329	4,451
69A	\$ 17,018.61	21,816	584	444	110	1,020	175	128	459	643	8,869
69N	\$ 1,122.22	1,883	131	102	-	32	12	2	161	78	756
69W	\$ 16,000.14	22,713	694	543	132	965	144	90	1,527	699	9,337
70	\$ 1,410.30	3,232	75	45	13	88	23	13	993	103	1,168
71	\$ 44,165.38	56,890	1,029	1,021	372	2,599	326	244	4,372	2,104	21,003
72	\$ 2,919.51	3,253	14	38	39	202	22	17	96	57	1,198
74	\$ 2,367.35	2,346	5	10	11	123	17	11	66	16	645
75	\$ 6,175.01	6,689	24	38	63	415	46	56	143	82	2,397
76	\$ 637.36	709	3	8	10	65	5	12	3	15	287
79	\$ 1,308.59	1,704	5	15	37	135	56	39	60	9	821
88	\$ 29.00	4,286	9	-	1	4	5	1	9	7	234
91	\$ 3,007.62	3,901	55	88	87	54	8	12	419	160	1,439
UC Supplemental	\$ 33.50	508	419	31	-	-	-	-	10	6	25
Unknown	\$ 118.59	204	50	3	1	8	5	-	7	12	71
TOTAL	\$161,670.09	290,988	60,050	11,702	1,671	9,094	1,317	1,160	12,156	8,586	97,009

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 33,522.42	15,497	23	70	86	1,078	24	4,414	54	815	7,079

RIDERSHIP	
Night Owl	1,222
	-
TOTAL	1,222

December Ridership	307,707
December Revenue	\$195,262.95

5-3.5



Agenda
METRO Advisory Committee

6:00 pm
February 21, 2007
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of January 17, 2006
5. Ridership Report for December 2006
6. ParaCruz Operations Status Report for October 2006
7. Discussion of MAC Agenda Packet Distribution
8. Consideration of MAC Member Absence Notification Procedure
9. Discussion of Filling MAC Membership Vacancies
10. Discussion of Public Promotion of MAC
11. Discussion of MAC Representation with SCCRTC
12. Discussion of Route Modification Procedure
13. Discussion of Compliment/Complaint Report on Fixed Route Service to be Generated by SCMTD Staff
14. Discussion of Possible Ways to Address Construction Delays with CalTrans
15. Discussion Of Ways for MAC and/or MAC Members to Support Metro's Requests for Proposition 1B and 1C Funds
16. Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding

17. Communications to METRO General Manager

18. Communications to METRO Board of Directors

19. Items for Next Meeting Agenda

20. Adjournment

Next Meeting: Wednesday, March 21, 2007 @ 6:00 pm
Santa Cruz Metro Conference Room

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

December 20, 2006

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, December 20, 2006 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:04 p.m.

1. ROLL CALL:

MEMBERS PRESENT

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

MEMBERS ABSENT

Dennis Papadopulo

STAFF PRESENT

Ciro Aguirre, Operations Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Base Superintendent
Steve Paulson, Paratransit Administrator

VISITORS PRESENT

Jose "Tony" Herrera, UTU / Bus Operator

2. AGENDA ADDITIONS/DELETIONS

Paul Marcelin-Sampson stated that ITEM #8 on the Agenda should read "Discussion of Disabled Riders Being Unable to Board Buses When All Mobility Device Locations On The Bus Are Already In Use" instead of "When Lifts are Broken." Mark Dorfman stated that the item could still be discussed as long as no action was taken.

3. ORAL/Written COMMUNICATION

Chair Robert Yount reminded the Committee that at the January 2007 MAC Meeting Staff would be giving a presentation on how route changes are made. He requested that everyone review the United Transportation Union (UTU), Local #23 Labor Agreement and to bring it with them to the January meeting.

4. CONSIDERATION OF MINUTES OF NOVEMBER 15, 2006

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NORM HAGEN

ACCEPT AND FILE MINUTES OF THE NOVEMBER MEETING AS PRESENTED.

Motion passed unanimously with Dennis Papadopulo and Lesley Wright being absent

5-5.3

5. RIDERSHIP REPORT FOR OCTOBER 2006

Mark Dorfman reported that Staff has been revising the Ridership Report per MAC suggestions and will be presenting the revised format to the Board of Directors for consideration.

Naomi Gunther asked what parameters are used to establish ridership requirements and how the information is used in decisions on whether to add or reduce service. Mark Dorfman reported on a contract between SCMTD and Wilbur Smith Associates to assist SCMTD with a Short Range Transit Plan (SRTP) that will, in part, review performance standards of routes and suggest modifications as required. Mr. Dorfman explained the difficulty of eliminating or modifying certain services due to political restraints related to sales tax funding and perceptions of the taxpayer.

6. PARACRUZ OPERATIONS STATUS REPORT FOR AUGUST, 2006

Steve Paulson explained how ridership in relationship to the hours of operation affects the report. Paul Marcelin-Sampson asked if ParaCruz was achieving or close to achieving it's goals concerning cost per ride. Steve Paulson explained that it is the intention of ParaCruz to eventually replace the current mini-vans with mid-size transportation buses that will increase the ability to provide shared rides and reduce per-ride cost.

ITEM #8 WAS TAKEN OUT OF ORDER AT THIS TIME

8. DISCUSSION OF DISABLED RIDERS BEING UNABLE TO BOARD BUSES WHEN LIFTS ARE BROKEN

Chair Robert Yount explained that the agenda item could include discussion of "full capacity bus" issues as long as no action was taken.

Paul Marcelin-Sampson stated that this agenda item originated from Director Spence and the Board of Directors.

Mark Dorfman explained that current policy provides alternative transportation to a rider requiring lift assistance when the lift is broken or otherwise non-functional. Mr. Dorfman stated that a "full capacity" issue is separate from a "broken lift" and is considered under a different policy. Mr. Dorfman stated that alternative transportation is not provided for riders when a bus has reached it's capacity and cannot accommodate additional riders whether they have a mobility device or not.

Dave Williams asked what the capacity ratings are for buses and the ratio allotted for mobility devices. Mark Dorfman stated that the capacity varied based on several aspects including the size of the bus, available seating, available standing room, and if the areas assigned for mobility devices were in use, which would reduce available seating and

standing space. Mr. Dorfman explained that the government sets the allotment of spaces for mobility devices.

Paul Marcelin-Sampson stated that the verbiage of the Operator's Handbook conflicted with the stated policy concerning supplemental transportation when a bus has reached full capacity. Steve Paulson explained that a 30-minute back-up policy would be impossible in certain situations including routes such as the Highway 17 Route when the bus is more than 30 minutes away, delays caused by construction, and congestion from excessive traffic during rush hours and holidays.

LESLEY WRIGHT ARRIVED AT THIS TIME

Lesley Wright stated that she personally has not experienced difficulties receiving service due to broken lifts or full buses. Jose "Tony" Herrera, UTU / Bus Operator, stated that since SCMTD upgraded the lift systems on the buses he has not experienced problems due to lift failure but recognizes the possibility of failure of any mechanical device.

At this time the discussion focused on transportation services provided by agencies other than SCMTD.

7. CONSIDERATION OF ASSIGNING A MAC REPRESENTATIVE FOR THE ELDERLY AND DISABLED TRANSPORTATION ADVISORY COMMITTEE

Chair Robert Yount gave a brief history of and the need for current and future MAC representation at the Elderly and Disabled Transportation Advisory Committee (E&D TAC) Meetings. Mr. Yount stated the options of having a "formal" or "non-formal" MAC Representative. Paul Marcelin-Sampson explained some of the differences between the two types of representation including that "formal" Representatives have a vote in issue actions.

Lesley Wright volunteered to be a Formal MAC Representative at the E&D TAC Meetings. Chair Robert Yount suggested that Ms. Wright attend a meeting as an observer before making a commitment. Steve Paulson suggested that MAC Members attend a meeting as a group to observe as a means to decide the level of representation desired.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: ROBERT YOUNT

APPOINT LESLEY WRIGHT AS NON-VOTING REPRESENTATIVE TO OBSERVE THE E&D TAC MEETINGS FOR A SIX-MONTH PERIOD AND REPORT BACK TO MAC.

Stuart Rosenstein suggested selecting a meeting addressing issues important to MAC and having a MAC group attend. Naomi Gunther suggested that MAC receive E&D TAC Agendas to review before having a representative attend meetings.

Motion passed unanimously with Dennis Papadopulo being absent

9. DISCUSSION OF POSSIBLE WAYS TO ADDRESS CONSTRUCTION DELAYS WITH CALTRANS

Mark Dorfman reported that at an earlier MAC Meeting it was suggested to invite a CalTrans representative to a future MAC Meeting. Mr. Dorfman stated that CalTrans did not consider mass transit when scheduling its construction projects and did not include any accommodations to assist mass transit during construction.

Chair Robert Yount stated he would contact the District 5 Director and request to have a representative from CalTrans attend a MAC meeting. Dave Williams requested an email address for CalTrans to send communications concerning construction impact on public transportation.

10. DISCUSSION OF WAYS FOR MAC AND/OR MAC MEMBERS TO SUPPORT METRO'S REQUESTS FOR PROPOSITION 1B AND 1C FUNDS

Deferred to January 2007 MAC Meeting

11. CONSIDERATION OF NEED FOR SECURITY GUARDS/SURVEILLANCE AT THE WATSONVILLE TRANSIT CENTER AND WHETHER THERE IS AVAILABLE FUNDING

Deferred to January 2007 MAC Meeting

ITEM #15 WAS TAKEN OUT OF ORDER AT THIS TIME

15. CONSIDERATION OF RECOGNITION OF SERVICES PROVIDED BY OUTGOING MAC VICE-CHAIR, NORM HAGEN

Chair Robert Yount reported that Vice-Chair Norm Hagen had been appointed to the SCMTD Board of Directors and would be leaving MAC. Mr. Yount congratulated Mr. Hagen on his new position of Board Director and thanked him for his many years of service to MAC and SCMTD.

Vice Chair Norm Hagen thanked everyone in attendance and stated he had enjoyed his time with MAC. He reported that he would carry over the knowledge he had gathered from MAC to the Board of Directors.

ITEM #14 WAS TAKEN OUT OF ORDER AT THIS TIME

14. CONSIDERATION OF 2007 MAC MEETING SCHEDULE

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NORM HAGEN

ACCEPT 2007 MAC MEETING SCHEDULE AS PRESENTED WITH THE STIPULATION OF A SEPTEMBER REVIEW CONSIDERING NOVEMBER MEETING DATE.

Motion passed unanimously with Dennis Papadopulo being absent

DAN ALPER AND NAOMI GUNTHER LEFT AT THIS TIME

12. DISCUSSION OF MAC AGENDA PACKET DISTRIBUTION

Deferred to January 2007 MAC Meeting

13. DISCUSSION OF MAC MEMBER ATTENDANCE NOTIFICATION

Deferred to January 2007 MAC Meeting

STUART ROSENSTEIN LEFT AT THIS TIME

16. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

17. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

18. ITEMS FOR NEXT MEETING AGENDA

- Ridership Report.
- ParaCruz Operations Status Report.
- Election of Officers.
- Discussion of Filling MAC Membership Vacancies.
- Discussion of MAC Agenda Packet Distribution
- Consideration of MAC Member Absence Notification procedure.
- Presentation by SCMTD Staff On Route Modification Procedure.
- Discussion of Disabled Riders Being Unable to Board Buses When Mobility Device Areas Are Already Occupied.
- Discussion of Compliment/Complaint Report on Fixed Route Service to be Generated by SCMTD Staff.
- Discussion of Possible Ways to Address Construction Delays with CalTrans.
- Discussion Of Ways for MAC and/or MAC Members to Support Metro's Requests for Proposition 1B and 1C Funds.
- Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding

ADJOURN

There being no further business, Chair Robert Yount thanked everyone for participating, and he adjourned the meeting at 7:56 p.m.

Respectfully submitted,



DALE HAMILTON
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
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.
- Operating Statistics and customer feedback information reported are for the month of November 2006.
- On time performance and operating efficiency continue to be impacted by widespread roadwork.
- A request has been made for a breakdown of pick-ups beyond the ready window.

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.

Recently, there was discussion regarding ParaCruz on-time performance. It was noted that most statistical data continues to show improvement, the reported percentage of pick ups performed within the "ready window" has remained relatively consistent, hovering at roughly 90%. Staff was requested to break down the pick-ups beyond the "ready window". Information was also requested about the comparative performance of other ADA paratransit services.

5-8.1

On time performance data and expectations are not readily available for all other local systems. Systems of comparable size to not typically report and post their performance statistics on the Internet.

San Mateo Transit (Redi-Wheels) sets a standard of 90% within their "ready window", with reported performance of 89% monthly average between October '05 and October '06.

The table below is part of a performance evaluation performed by the consulting firm Nelson/Nygaard and associates for Access Services, a major provider of ADA paratransit service in Southern California. This report was released in August, 2005.

Transit System	How is "on-time" defined?	How measured (where does data come from)?	Reported on-time performance
Boston	0 to 30	Driver manifests - new contracts are adding MDTs and AVL	98.7% (94.8% 0 to 15)
Chicago	0 to 20 Will call trips: 0 to 60	MDTs for 1 contractor and driver manifests for 2 contractors	89.10%
Dallas	0 to 20	MDTs	87.50%
Houston	0 to 15	MDTs	84.20%
Minneapolis-St. Paul	95% 0 to 30	Paper manifests from drivers	96.5%
New Jersey Transit	- 20 to +20	MDTs	96.57%
New York City	0 to 30	Not available	Not available
Portland Tri-Met	90% -5 to +30	MDTs	92%
Santa Clara VTA	95% 0 to 40 ^a	Calls from customers about late pick-ups	99.05%
King County Metro	90% within 30 minute window	Data from Trapeze software	90.60%
Washington D.C	-15 to +15 ^b	Contractor's monthly operating reports and driver's manifests	94.00%
Los Angeles	90% 0 to 20	MDTs	89.10%

5-8.2

The table below displays the percentage of pick-ups within the “ready window” and a breakdown in 5 minute increments for pick ups beyond the “ready window”.

	November 2005	November 2006
Total pick ups	7200	7060
Percent in “ready window”	89.72%	89.77%
1 to 5 minutes late	3.76%	3.65%
6 to 10 minutes late	2.46%	2.55%
11 to 15 minutes late	1.54%	1.71%
16 to 20 minutes late	1.15%	0.71%
21 to 25 minutes late	0.32%	0.71%
26 to 30 minutes late	0.39%	0.41%
31 to 35 minutes late	0.24%	0.20%
36 to 40 minutes late	0.15%	0.13%
41 or more minutes late (excessively late/missed trips)	0.25%	0.16%
Total beyond “ready window”	10.28%	10.23%

During the month of November, six (6) service complaints and two (2) compliments were received. Two (2) of the complaints was found to be “not valid”. Two (2) of the valid complaints was related to late speeding by an employee of the contractor (Appropriate corrective action was taken). One (1) complaint was as a result of a scheduling error. One (1) was a result of a passenger being picked up late.

5-8.3

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through November

	November 05	November 06	Fiscal 06 YTD	Fiscal 07 YTD
Requested	8,516	8,332	41,705	39,911
Performed	7,200	7,060	36,239	35,531
Cancels	21.48%	21.20%	19.47%	18.50%
No Shows	3.09%	2.77%	3.93%	2.81%
Total miles	55,201	46,314	283,072	246,458
Av trip miles	5.79	4.76	5.80	5.10
Within ready window	89.72%	89.77%	90.35%	89.93%
Excessively late/missed trips	19	11	96	87
Call center volume	6,325	5,925	33,153	30,148
Call average seconds to answer	26	24	30	24
Hold times less than 2 minutes	90%	94%	90%	95%
Distinct riders	878	776	1,428	1,306
Most frequent rider	45	56	236	233
Shared rides	66.3%	67.7%	62.2%	67.1%
Passengers per rev hour	1.67	1.87	1.60	1.71
Rides by supplemental providers	15.19%	7.04%	10.33%	8.18%
SCT cost per ride	\$24.98	\$24.36	\$22.69	\$23.19
ParaCruz driver cost per ride (estimated)	\$24.77	\$26.28	\$24.14	\$25.27
Rides < 10 miles	77.89%	82.99%	79.85%	81.87%
Rides > 10	22.11%	17.01%	20.15%	18.13%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-8.4

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

The Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the December 7, 2006 Regular SCCRTC Meeting

5-10.1

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Minutes

Thursday,
December 7, 2006
9:00 a.m.

City of Watsonville Council Chambers
215 Union Street
Watsonville CA

1. Roll Call

Members Present: Jan Beautz Emily Reilly
Dene Bustichi (Alt.) Antonio Rivas
Gustavo Gonzalez (Alt.) Andy Schiffrin (Alt.)
Randy Johnson Dale Skillicorn (Alt.)
Dennis Norton Mark Stone
Ellen Pirie Marcela Tavantzis
Rich Krumholz (ex-officio)

Staff Present: George Dondero Karena Pushnik
Luis Mendez Tegan Speiser
Yesenia Parra Cory Caletti
Kim Shultz Rachel Moriconi
Gini Pineda

2. Oral Communications - None

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero said that there were add-on pages for Items 21 and 24 and replacement pages for Item 25.

CONSENT AGENDA (Schiffrin/Reilly)

4. Approved Draft Minutes of the November 2, 2006 Regular SCCRTC Meeting

5. Approved Draft Minutes of the November 16, 2006 Transportation Policy Workshop Meeting

POLICY

No consent items

5-10.21

PROJECTS and PLANNING

6. Accepted Status Report on Highway 1 Projects
7. Accepted Transportation Demand Management Analysis Status Report

COMMISSION BUDGET AND EXPENDITURES

No consent items

ADMINISTRATION

No consent items

COMMITTEE MINUTES

8. Accepted Draft Minutes of the October 12, 2006 Budget and Administration/Personnel Committee Meeting
9. Accepted Final Minutes of the October 16, 2006 Bicycle Committee Meeting
10. Accepted Draft Minutes of the November 16, 2006 Interagency Technical Advisory Committee Meeting

INFORMATION/OTHER

11. Accepted Monthly Meeting Schedule
12. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter to UC Santa Cruz Regarding Heller Drive Bike Lanes Initial Study/Mitigated Negative Declaration
13. Accepted Correspondence Log
14. Accept Letters from SCCRTC Committees and Staff to Other Agencies
 - a. Letter from the Bicycle Committee to the County Public Works Department Regarding Restriping of Bike Lane on Portola Drive
 - b. Letter from the Bicycle Committee Regarding the UC Santa Cruz Draft Bicycle Plan
15. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues

5-10.a2

16. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
17. Accepted Information Items
 - a. Local Transportation Sales Tax Measures - November 2006 Election Results
 - b. December 14, 2006 Rail Symposium Announcement from Friends of the Rail Trail
 - c. Community Traffic Safety Coalition FY05-06 Annual Report
 - d. Transportation Agency for Monterey County Meeting of September 27, 2006 - Excerpt of Minutes Regarding Rail Workshop

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

18. Accepted Information on the 2007 Freeway Service Patrol Procurement Process and Variable Tow Vehicle Fuel Cost

REGULAR AGENDA

19. Commissioner Reports

Commissioner Pirie presented awards to outgoing Commissioners Norton, Keogh and Wormhoudt, commending them for their service and dedication. Commissioner Norton thanked the Commission, saying that he was glad to have served for eight years and that while there have been many accomplishments during this time, he hopes that the future will bring advancements to transportation in the rail corridor between Santa Cruz and Watsonville.

Commissioner Beautz arrived.

Commission Alternate Schiffirin and Commission Alternate Bustichi accepted awards on behalf of Commissioners Wormhoudt and Keogh respectively.

Commissioner Stone reported on the CalCOG delegates meeting held in late November. Mr. Stone said that the blueprint seminar showed exciting potential by coordinating water use, waste management and land use planning with transportation planning, but that there were also concerns, including the possibility of streamlining the California Environmental Quality Act (CEQA) and making decisions regarding land use at the state level rather than at the local level. He said it was clear, however, that the state will be looking at blueprint planning for allocating funding in the future.

5-10.93

Commissioner Johnson arrived.

20. Director's Report - Oral Report

Executive Director George Dondero introduced Yesenia Parra, the Commission's new Administrative Services Officer.

Mr. Dondero said he recently attended the Focus on the Future Conference and would address the issues discussed during Item 25 regarding the Corridor Mobility Improvement Account (CMIA) project nominations.

21. Caltrans Report

Rich Krumholz, Caltrans District 5, reported on the status of current projects. Mr. Krumholz also said that approval was received from the architectural landscape division at headquarters for a plan to include trees and additional landscaping on Mission Street.

Mr. Krumholz said that Caltrans completed the California Transportation Plan and that copies are available.

Commissioner Tavantzis raised the issue of coordinating improvements needed by the SCMTD on Highway 152 with a Caltrans project which is scheduled to be constructed soon. Ms. Tavantzis said that the Metro submitted an encroachment application to Caltrans and requests that it be expedited. The encroachment permit would then be used by Metro to contract with Granite for the improvements, in the event that no agreement can be reached between Metro and Caltrans. Metro is requesting that Caltrans get a change order with Granite Construction approved in order to expedite the work. She said that Metro is prepared to reimburse Caltrans and that if it has to go through a separate bidding process there will not be enough time to coincide the construction of the Metro's improvements with the Caltrans construction process thus adding costs to the Metro and inconvenience to the public.

Mr. Krumholz said he will check into the status of the encroachment process and whether Caltrans can accept payment for the change order.

Commissioners discussed ways to ensure that projects planned by local jurisdictions coincide with Caltrans funded projects. Mr. Krumholz said that working with the Interagency Technical Advisory Committee is one way to

5-10.a4

coordinate planning and that the critical element is to inform Caltrans as early as possible of projects being planned by local jurisdictions.

Commissioner Beautz asked for a written report on ways for Caltrans and local jurisdiction to coordinate work better.

Executive Director George Dondero said that it would help if the Regional Transportation Commission was invited into Caltrans planning, especially for State Highway Operations and Protection Program (SHOPP) project planning, early in the process and would like to send a representative to future Caltrans Project Development Team meetings.

22. Election of 2007 SCCRTC Chair and Vice-Chair

Commissioner Beautz said that the Nominating Committee agreed to nominate Commissioner Campos as Chair and Commissioner Johnson as Vice-Chair for 2007.

Commissioner Stone moved to nominate Commissioner Campos as Chair and Commissioner Johnson as Vice-Chair for 2007. Commissioner Pirie seconded and the motion passed unanimously.

Commissioner Johnson assumed the position of Chair for the remainder of the meeting.

Commissioners thanked Commissioner Pirie for her two years of service as Chair.

23. Transportation Projects in the City of Watsonville - Oral Report by David Koch, Public Works Director, City of Watsonville

Maria Rodriguez, Principal Engineer for the City of Watsonville, gave a PowerPoint presentation on current transportation projects which have received funding from the Regional Transportation Commission. The projects, either recently completed, under construction or being designed, included improvements to Green Valley Road; the Watsonville Slough, Struve Slough and Harkins Slough Bridges; curb ramps at various locations; and Walker Street renovations.

24. Transportation Funding Task Force Status Report

Senior Planner Karena Pushnik gave an overview of the Task

5-10.a5

Force project milestones. She referred to the workbook comments and noted the local jurisdiction that would decide if these suggestions could be included in their transportation planning.

Fred Keeley, Convener of the Transportation Funding Task Force, provided a report about the completion of Phase 1, the on-going activities underway for Phase 2 and the status of the Draft Plan in Phase 3.

Mr. Keeley said he has been working every day with members of the business community, neighborhood representatives and environmental groups getting feedback on the data collected in the workbooks and on possible solutions. He said that most people do not understand transportation funding, where it comes from and the restrictions on how it is allocated.

In addition, Mr. Keeley said he is also working with other communities that have been successful in passing funding measures including Fresno County which will send a delegation next week to review the Task Force draft plan. He emphasized that he is not seeking comment on content but rather on the process, since it is important to introduce a document that would lead to a principled negotiation among disparate interest groups. He said that the initial draft of the plan is scheduled to be released in late January or early February and that he hopes to have a six week period after the plan is released for discussion to come up with a negotiated agreement.

Commissioner Beautz asked if a cost benefit analysis is being included in the plan.

Mr. Keeley explained different ways of measuring "cost benefit" analyses, saying that some people think that if 95% of the community makes trips in single occupancy vehicles then 95% of transportation funding should support highways and streets while others believe that following this logic only produces the same transportation system but on a larger scale. An alternate view is to find ways to reduce demand and pressures on an overused system. He said it is important to protect the existing system but also prudent to have a vision for the future, especially if the plan is looking 20-30 years ahead.

Commissioners discussed methods of reaching more people, including increased use of Community Television and whether it was time for a poll.

5-10.26

Commission Alternate Schiffrin asked staff to provide a breakdown of the population by jurisdiction showing registered voters.

Mr. Schiffrin moved to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Receive a report on the status of the Transportation Funding Task Force (TF Task Force) project together with a presentation from convener Fred Keeley on project milestones including Phases II and III of the project;
2. Direct staff to forward summarized workbook responses by local jurisdiction or agency to the appropriate entities under a cover letter from the Regional Transportation Commission chair and TF Task Force convener and;
3. Receive the TF Task Force project expenses for FY 2005-06 and the approved budget for FY 2006-07.

with the added direction that the Commission continues to publicly support the Task Force. Commissioner Rivas seconded.

Commissioner Tavantzis expressed concern that sometimes local jurisdictions cannot respond to all of the needs summarized in the workbooks and asked if this item was for information only or a directive to local jurisdictions to implement the suggestions.

Commission Alternate Schiffrin added to the motion that the comments for the local jurisdictions are for information only.

The motion passed unanimously.

25. Proposed Nominations for Proposition 1B Corridor Mobility Improvement Account (CMIA) Funds

Executive Director George Dondero said that based on the discussion at the November Transportation Policy Workshop, staff submitted the entire Highway 1 HOV Lanes Widening Project for Proposition 1B Corridor Mobility Improvement Account (CMIA) funding, but learned that it was not going to score as a tier 1 project because Caltrans had concerns that the project would probably not be ready to go to construction by 2012 and because the project could not be fully funded. He said given the situation, having Caltrans nominate the Soquel/Morrissey Auxiliary Lanes Project,

5-10.97

which is expected to go to construction in 2010, seemed to be a more realistic choice. Projects nominated by Caltrans will likely receive more favorable consideration from the California Transportation Commission than projects submitted independently by Regional Transportation Planning Agencies. He added that three second choice projects were also included in the staff report, although these projects would not be nominated by Caltrans.

Commissioners discussed whether the Commission should include all of the additional projects, if the Commission was required to prioritize them and how close to deliverability the second choice projects needed to be.

Rich Krumholz said that projects should have had at least a Project Study Report and ideally be in the Project Approval/Environmental Document phase.

Mr. Dondero confirmed that the projects would have to be prioritized. He added that the only reason to include second choice options was in the unlikely event that uncommitted CMIA funds became available for programming and Santa Cruz County had the opportunity to be awarded more funding than expected. Back up projects would need to be ready to go so as not to lose the opportunity for funding.

Commissioners continued to discuss whether to include the second choice projects or to hold off until more information regarding the acceptance of the Caltrans nominated project was obtained.

Commission Alternate Schiffirin said it would probably be best to approve the Auxiliary Lanes submittal and to defer the second tier projects until after the CTC decision in December. He moved to approve staff recommendations 1 and 3 that the Regional Transportation Commission (RTC):

1. Request that Caltrans nominate the Highway 1 Soquel Avenue to Morrissey Boulevard Auxiliary Lanes Project to the California Transportation Commission (CTC) for Corridor Mobility Improvement Account (CMIA) funds. In the event that Caltrans does not decide to nominate this project, authorize staff to nominate the project directly to the California Transportation Commission (California Transportation Commission); and,
3. Approve the attached revised resolution to be submitted with the nomination for the projects:

5-10.a8

- a. Indicating the RTC's intent to secure additional funds that may be needed to fully fund the projects; and
- b. Committing to working with Caltrans to develop the Corridor System Management Plan.

and to defer the staff recommendation that the RTC:

2. Direct staff to nominate directly to the CTC one or two additional projects aimed at addressing mobility on Highway 1

until after the CTC meeting in December and to return to the Commission in January with recommendations regarding these additional projects.

Commissioner Beautz seconded.

Chris Schneiter said that it is hard on Public Works staff to complete project applications in such a compressed timeframe and asked that the projects be submitted at this time per the staff recommendations. He reiterated that it would be beneficial if local jurisdictions were included in SHOPP project discussions at the earliest possible time in order to combine project resources.

The motion passed unanimously.

26. 11 a.m. - Oral Presentation by Assemblymember John Laird on State Legislative Items

Assemblymember Laird reported on the state budget and the impacts of the transportation ballot measures approved by voters in November. He said he had worked to restore spillover funds to public transit from the gas tax revenues and that it looks like there will be more money for public transit.

In response to a question from Commissioner Stone regarding streamlining CEQA requirements, Mr. Laird said that there is a push by the building industry to weaken CEQA regulations, but that he does not think the public will allow the legislature to proceed in that direction.

Commissioner Johnson thanked Assemblymember Laird for the report and his continued support for advancing the community's transportation projects.

5-10.a9

CLOSED SESSION - Removed from Agenda

Commissioner Alternate Schiffrin asked if the Closed Session could wait until the January meeting given the length of the meeting. Deputy Director Luis Mendez said that the items under discussion were not time sensitive.

Commissioner Alternate Schiffrin moved and Commissioner Alternate Skillicorn seconded to defer the Closed Session until the January meeting.

The motion passed with Commissioner Pirie voting "no".

27. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

28. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

29. Next Meetings/Adjournment

The meeting adjourned at 12:10 pm.

It was announce that there may not be a December Transportation Policy Workshop meeting.

The next SCCRTC meeting is scheduled for the **SPECIAL DATE OF THURSDAY, JANUARY 11, 2007** at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

5-10.a10

Gini Pineda, Staff

ATTENDEES

Sandra Coley	Pajaro Valley Transportation Management Association
Chris Schneider	City of Santa Cruz
Mark Griffin	AMBAG
Bill Comfort	
John Laird	California Assemblymember
Fred Keeley	TFTF Convener
Maria Rodriguez	City of Watsonville
Genevieve Bookwalter	Sentinel
Jennifer Calate	Caltrans
Rahn Garcia	County Counsel
David Koch	City of Watsonville
Patrice Theriot	City of Watsonville

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5-10.a.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Status Report.

II. SUMMARY OF ISSUES

- Service Building work
 - Arntz Builders proceeding with storm drain connection
 - Arntz Builders installed LCNG equipment.
- Maintenance Building
 - West Bay Builders continuing site work on 120 Golf Club Drive property
- Research
 - Board of Directors requested information on an overpass above Highway 9 to connect the MetroBase Building facilities.

III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. LCNG equipment has been installed. Current work include storm & sewer connection for the site. Granite Construction is working on the site to connect the storm & sewer connections which is located under Highway 9. Traffic through this section is being controlled. Completion of work is two week from start. Granite construction has already began construction.

West Bay Builders is continuing site work on 120 Golf Club Drive property. Before this could be done, METRO relocated several storage containers and buses. West Bay Builders have been digging into the foundation to set up the foundation for the inspection pits for the two drive-through bays in the Maintenance Building.

On January 26, 2007, METRO staff scheduled a tour for the Board of Directors to view the progress of the Service & Fueling Facility. The tour was successful and displayed the MetroBase Project as a whole.

On December 15, 2006, the Board of Directors requested information regarding the feasibility of building a pedestrian overpass above Highway 9 between the Phase 2 Maintenance Building and the new Operations Building in order to make connections safer for employees. METRO staff is researching on this item.

5-11.1

Information for the MetroBase Project can be viewed at <http://www.scmttd.com/metrobase>
Information on the project, contact information, and MetroBase Hotline number (831) 621-9568
can be viewed on the website.

New updates on the MetroBase Project:

- Board of Directors Tour of Service & Fueling Facility on January 26, 2007.
- Arntz Builders proceeding with storm drain connection.
- West Bay Builders continuing site work on 120 Golf Club Drive property
- Board of Director request for an overpass access over Highway 9 to the MetroBase facilities.

Previous information regarding the MetroBase Project:

A. Service & Fueling Building (IFB 05-12)

- On January 26, 2007, Board of Directors went on a tour of the MetroBase Project.
- Received Caltrans Encroachment Permit.
- Service Building Construction working on building structure.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete work for floor foundation area complete.
- Concrete work for LNG pad and containment area completed.
- Change Order #2 and #3 approved.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders trailer and containers installed adjacent to 1122 River Street
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- Weekly Construction Meetings

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.

5-11.2

- Invitation For Bid 06-01 available at Watsonville BluePrint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm.
- Construction schedule set to 32 months
- RNL contract modified for added Maintenance Building scope
- RNL began working on the Maintenance Building portion of the MetroBase project.
- Harris & Associates contract modified for added Maintenance Building scope.

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Service & Fueling, and Maintenance Building Components of the MetroBase Project are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

None

5-11.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR PARATRANSIT ELIGIBILITY SCREENING REVIEW WITH DISABLED SERVICES OF ORTHOPAEDIC HOSPITAL

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract for paratransit eligibility screening review with Orthopaedic Hospital to extend the contract one additional year.

II. SUMMARY OF ISSUES

- The District established a contract with Disabled Services of Orthopaedic Hospital to provide in-person ADA Eligibility Screening Services on May 1, 2002.
- The contract was renewed on August 1, 2004 to release contractor from in-person eligibility assessments but retaining their services to review assessment files and advise District staff on the more challenging determinations.
- District staff is recommending that the contract be extended through February 28, 2008 with Disabled Services of Orthopaedic Hospital to provide paratransit eligibility screening review.

III. DISCUSSION

The Americans with Disabilities Act (ADA) of 1990 requires public transit systems to provide complementary paratransit services to eligible passengers. The ADA Recertification study conducted by Nelson Nygaard recommended that all current registrants should be required to undergo the recertification process and that recertification should be based on an in-person assessment rather than a paper application. The District established a contract with Disabled Services of Orthopaedic Hospital to provide in-person ADA Eligibility Screening Services on May 1, 2002. District staff started doing the in-house certification screenings in August of 2004 with Orthopaedic Hospital retained to review assessment files and continue to advise District staff on the more challenging determinations.

Orthopaedic Hospital has reviewed the contract and has offered to extend the contract for one additional year with no changes in the rate of compensation for reviewing assessment files.

5-12.1

District staff is recommending that the contract be extended through February 28, 2008 with Disabled Services of Orthopaedic Hospital to provide paratransit eligibility screening review services.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the ParaCruz department budget 3100.

V. ATTACHMENTS

Attachment A: Contract Amendment with Disabled Services of Orthopaedic Hospital

5-12.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
THIRD AMENDMENT TO CONTRACT NO. 01-10
FOR ADMINISTRATION OF AN ELIGIBILITY SCREENING PROGRAM**

This Third Amendment to Contract No. 01-10 for administration of an eligibility screening program is made effective March 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and ORTHOPAEDIC HOSPITAL ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for administration of an eligibility screening program ("Contract") on May 11, 2002.
- 1.2 District has assumed the duties of eligibility screening with District staff and released Contractor from these duties.
- 1.3 Contractor has continued to provide review of eligibility assessment files and consultation services.
- 1.4 District has determined that Contractor will be required to provide review of eligibility assessment files and consultation services through February 28, 2008.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended as follows:

The term of this contract will extend through February 28, 2008.

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.

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.

SIGNATURES ON NEXT PAGE

5-12.a1

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
ORTHOPAEDIC HOSPITAL

By _____
Art Hulscher
President of Disabled Services

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-12.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR WORKERS
COMPENSATION CLAIMS ADMINISTRATION SERVICES WITH
OCTAGON RISK SERVICES, INC., A SEDGWICK CMS COMPANY**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to renew the contract for workers compensation claims administration with Octagon Risk Services, Inc., a Sedgwick CMS Company.

II. SUMMARY OF ISSUES

- The District's contract for the administration of its worker's compensation program will expire on February 28, 2007.
- The District awarded a contract in March of 2005 for a two-year contract with three optional one-year extensions.
- Octagon Risk Services, Inc., a Sedgwick CMS Company is offering to extend their contract services for one additional year with a two and one half percent (2.5%) increase in the fixed service fee for the new contract period.
- Octagon Risk Services, Inc., a Sedgwick CMS Company requests a change in the contract language to accurately reflect the current case load conditions and terms for reducing the monthly billing.
- It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year with a 2.5% increase in the fixed service fee and approve a change in the contract language with Octagon Risk Services, Inc., a Sedgwick CMS Company, to provide third party administration of workers compensation claims.

III. DISCUSSION

The District contracts with a third party administrator for its self-insured worker's compensation program. Over the past two years the District has contracted with Octagon Risk Services, Inc. (Contractor) to provide these services. An extension of the contract would be beneficial to the District. Article 4 of the contract allows the District the option to renew the contract. Contractor

5-13.1

has also reviewed the contract and has indicated their desire to extend the contract for an additional year with a 2.5% increase in the fixed service fee. Contractor and District are negotiating a revision to contract Article 8. CLAIMS ADMINISTRATION, Item 8.12.

It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year with a 2.5% increase in the fixed service fee and approve a change in the contract language with Octagon Risk Services, Inc., a Sedgwick CMS Company to provide third party administration of workers compensation claims.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Human Resources operating budget for this amendment.

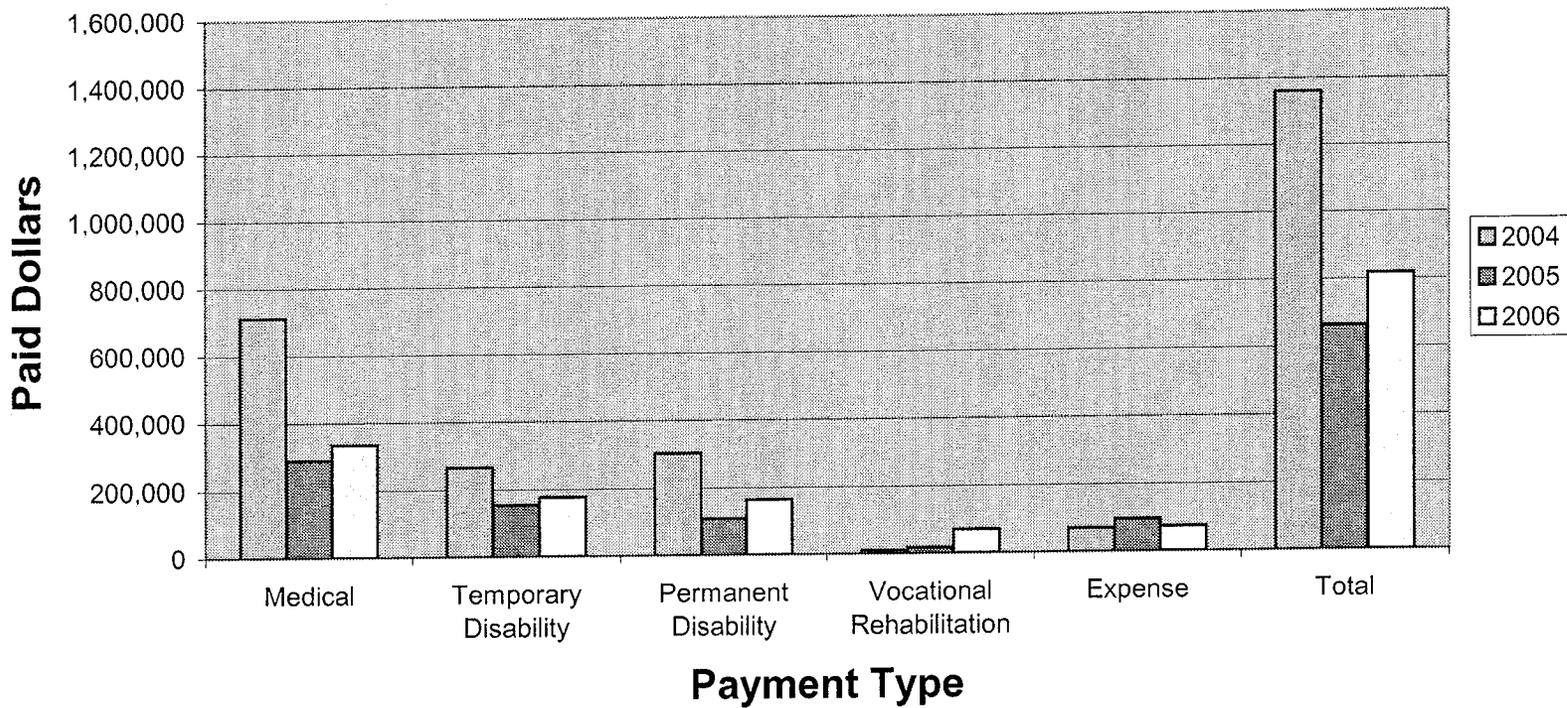
V. ATTACHMENTS

- Attachment A:** Cash Flow Comparison Chart for Calendar Years 2004, 2005, & 2006
- Attachment B:** Open Claim Inventory for 2004 and 2006
- Attachment C:** Contract amendment with Octagon Risk Services, Inc.

5-13.2

	2004	2005	2006
Medical	712,573	289,010	334,275
Temporary Disability	265,848	154,678	176,768
Permanent Disability	301,980	107,445	164,290
Vocational Rehabilitation	10,755	16,937	68,887
Expense	69,695	95,754	72,792
Total	1,360,851	663,824	817,012

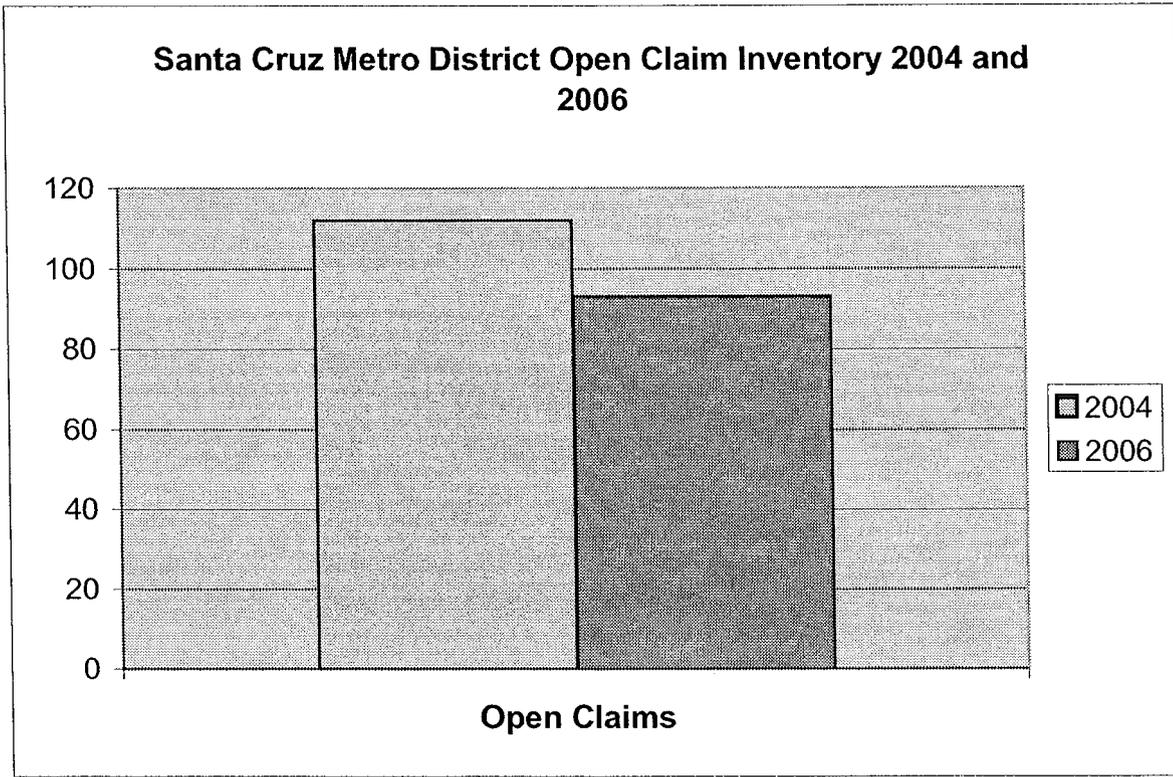
Santa Cruz Metro District Cashflow Comparison CY 2004, 2005, & 2006



S-13.a1

Attachment A

	2004	2006
Open Claims	112	93



5-13.61

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 04-08
WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES**

This First Amendment to Contract No. 04-08 for workers compensation claims administration services is made effective March 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Octagon Risk Services, Inc., a Sedgwick CMS Company (“Contractor”).

I. RECITALS

- 1.1 District and Contractor entered into a Contract for workers compensation claims administration services (“Contract”) on March 1, 2005.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor requests a 2.5% increase in the fixed service fee for the new contract period
- 1.4 Contractor requests a change in the contract language to accurately reflect the current case load conditions and terms for reducing the monthly billing.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 3.02 is amended to include the following language:

This contract shall continue through February 28, 2008. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Add the following to Article 5. COMPENSATION, Item 5.01:

Effective March 1, 2007, the annual fixed fee for services will be \$186,550.

IV. REMAINING TERMS AND CONDITIONS

- 4.1 Revision to Article 8. CLAIMS ADMINISTRATION, Item 8.12 to read as follows:

Contractor’s dedicated examiner for District files shall not have more than 150 indemnity and medical only files at any time. Contractor will reduce its monthly administrative fees should the District’s caseload of ~~134~~ 112 open claims (indemnity, **future medical** and medical only **transferred from Tri-Star**) be reduced by more than 15% in accordance with the following formula: For every claim

5-13.c1

(indemnity/~~future medical/ or~~ medical only) reduction over 15% (17 claims), Contractor shall deduct from its monthly billing \$~~100~~ 50 per claim as long as the number of claims in below 95.

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

V. AUTHORITY

5.1 Each party has full power to enter into and perform this First Amendment to the Contract and the person signing this First Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this First 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
OCTAGON RISK SERVICES, INC., A SEDGWICK CMS COMPANY

By _____

Kim Brown
Sedgwick Corporate Counsel

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

5-13.c2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE

I. RECOMMENDED ACTION

That the Board authorize staff to enter into an agreement with the Santa Cruz Seaside Company to subsidize the operation of Late-Night Service on Route 71.

II. SUMMARY OF ISSUES

- METRO has operated a late-night trip on Route 71 that has been subsidized by the Seaside Company.
- The Boardwalk guaranteed the costs of the extra service that operated from the Boardwalk.
- The service has been extremely successful and the Boardwalk is again interested in providing the service.

III. DISCUSSION

METRO has again been approached by the Seaside Company (Boardwalk) staff to see if there is interest in again extending the starting point for the last Route 71 trip to include the Boardwalk. Their interest is due to the fact that a large number of their employees are young students living in Watsonville and the Metro bus service had ended before the end of the evening shift. They have “guaranteed” that METRO would not incur costs by agreeing to fund the cost of the route extension.

In the past, the Operations Department feels strongly that for consistency the service should run through the entire bid. The service will operate for 84 days, from June 4th to September 11th. The Boardwalk requires the late service for less than that period, but they have agreed to fully underwrite the cost of the service extension to the Beach area for the entire bid.

The total cost for the service is estimated at approximately \$2,000.

5-14.1

IV. FINANCIAL CONSIDERATIONS

There is no financial impact on METRO as the Boardwalk is picking up the full cost of the extension for the entire bid.

V. ATTACHMENTS

Attachment A: None

5-14.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
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

Carol Moore, Bus Operator
Tyrone A. Phillips, Bus Operator
Michael L. Reynolds, Bus Operator

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES TO BATTERIES USA, INC.

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a two-year, firm fixed price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries.

II. SUMMARY OF ISSUES

- At the August 15, 1997 board meeting, the Board of Directors authorized the District's participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- The RTCC Procurement Committee released an invitation for bid for heavy-duty coach and automotive batteries on October 2, 2006. The District is a participating agency in this bid.
- Bids were opened on November 15, 2006.
- RTCC Contract No. 2006-958A-RTCC was awarded to Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries.
- District staff recommends that the Board authorize the General Manager to enter into a two-year, firm fixed price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to the RTCC contract.

III. DISCUSSION

In order to obtain the best prices by combining annual quantities from several participating Central California transit agencies, the RTCC Procurement Committee actively participates in joint procurements for commodities that are commonly used by RTCC member agencies.

RTCC bid documents were prepared and mailed in October to prospective bidders. On November 15, 2006, three bids were opened. Bids were evaluated with a recommendation that a contract be awarded to Batteries USA, Inc. as the lowest responsive bidder. District staff recommends that the Board authorize the General Manager to enter into a contract with Batteries

USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to the RTCC contract.

IV. FINANCIAL CONSIDERATIONS

Funding for the procurement of heavy-duty coach and automotive batteries is contained within the Fleet Maintenance operating budget. Annual estimated budget for coach and automotive batteries is \$15,000.

V. ATTACHMENTS

Attachment A: Contract with Batteries USA, Inc.

Note: The 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

2006-958A-RTCC

CONTRACT FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES

THIS CONTRACT is made effective on March 1, 2007, between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and BATTERIES USA, INC., ("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, Santa Cruz, California 95060.

1.02 District's Need for Heavy Duty Coach And Automotive Batteries

District requires the purchase of heavy-duty coach and automotive batteries to be used for standard purposes. In order to obtain said goods, the District entered into a covenant with the Regional Transit Coordinating Council (RTCC), on October 2, 2006, to obtain said goods for a period of two (2) years. This agreement, 2006-958A-RTCC, is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of goods desired by the District and whose principal place of business is 1 Industrial Street, San Francisco, California. Contractor was chosen as the lowest responsive, responsible bidder by AC Transit District, in a fair and open bid. The results of said Bid are attached hereto and incorporated herein by reference as Exhibit B. A copy of Contractor's Bid Form is attached hereto and incorporated herein by reference as Exhibit C.

1.04 Selection of Contractor and Intent of Contract

On December 14, 2006, AC Transit District, the lead procuring agency for this Bid, selected Contractor as the lowest responsive, responsible bidder to provide said goods. 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.

a) Exhibit A - RTCC's Governing Contract.

b) Exhibit B - Bid Abstract

c) Exhibit C – Contractor’s Bid Form

d) Exhibit D- Invitation for Bid, Contract No. 2006-958A-RTCC

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall provide materials under this Contract at such times as deemed necessary by the District.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force through December 31, 2008.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit C. Upon satisfactory delivery of materials under the terms and provisions of this Contract, District agrees to pay Vehicle Maintenance Program Inc. within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the scheduled amounts payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices referencing the District supplied Purchase Order number.

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. The District shall pay no expenses unless specifically allowed by this contract.

8.az

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,
Santa Cruz, CA 95060

Attention: Lloyd Longnecker
District Buyer

CONTRACTOR

Batteries USA, Inc.
1 Industrial Street
San Francisco CA 94124

Attention: Said Senan
President

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 White
General Manager

CONTRACTOR: BATTERIES USA, INC.

By _____
Said Senan
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

8.a3

EXHIBIT -A-

AC TRANSIT DISTRICT
PURCHASING DEPARTMENT

CONTRACT
NO. 2006-958A-RTCC

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008**

CONTRACT

THIS CONTRACT is made and entered into this 14th day of December 2006, by and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and Batteries USA, Incorporated, One Industrial Street, San Francisco, California 94124 (hereinafter referred to as "Contractor").

1. SCOPE OF WORK

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Document issued by the District entitled:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
CONTRACT NO. 2006-958RTCC**

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A. This Contract
- B. Invitation for Bid No. 2006-958RTCC
- C. Contractor's submitted Bid Form
- D. Addendum No.1 dated November 3, 2006

3. PERIOD OF PERFORMANCE

Contractor performance shall commence upon execution of the contract by both parties and continue until December 31, 2008, unless extended by both parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor over a two (2) year period, a not-to-exceed (NTE) pre-tax contract ceiling amount of Two hundred fifty-nine thousand six hundred dollars and zero cents (\$259,600.00) for Deka East Penn heavy-duty coach and automotive batteries, as required, at the rates set forth in the Bid Form submitted to the District as shown below:

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

ACT In-house	Deka East Penn	Unit price per battery
035765	908D	\$95.00
	Special Flag Terminal	\$15.00
	Refundable Core Charge/Credit	\$20.00
640264	908D	\$95.00
	Refundable Core Charge/Credit	\$20.00
707511	DPE31CS	\$60.00
	Refundable Core Charge/Credit	\$15.00

Warranty Period: 24 Months after date of purchase
100% Full Replacement

Payment Terms: Net/30
Discount: 10% Ten Days

All Deka East Penn heavy-duty coach and automotive batteries shall be delivered F.O.B. Receiving Point to the following address:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, California 94603
Monday - Friday, 7:00 a.m. to 2:00 p.m.

The District and the Contractor must mutually agree upon and adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA. 94604. Payment to the contractor will be made Net 30 Days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all submitted invoices.**

5. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

DISTRICT:

Procurement and Materials Director
10626 International Blvd.
Oakland, California 94603

CONTRACTOR:

Batteries USA, Inc.
One Industrial Street
San Francisco, California 94124

6. **ATTORNEY'S FEES**

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. **CONFLICT OF INTEREST**

By signing this Contract, The contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed by Contractor and the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with provision serves as a basis for termination for default and the collection of any damages.

8. **SEVERABILITY**

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

9. **BINDING EFFECT**

All of the terms, provisions and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

10. **ENTIRE AGREEMENT**

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

AC TRANSIT DISTRICT
PURCHASING DEPARTMENT

CONTRACT
NO. 2006-958A-RTCC

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

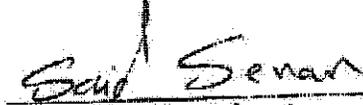
This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:

BATTERIES USA
INCORPORATED:

 12-26-06
Rick Fernandez Date
General Manager


Name Title 12/26/06
Date

Approved as to Form:

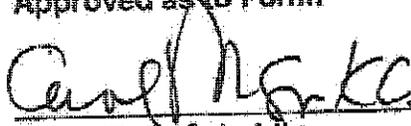
 12-21-06
Kenneth C. Scheidig Date
General Counsel, AC Transit

EXHIBIT - B

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
2006-958RTCC

NOVEMBER 15, 2006

BIDDER	QUANTITY	BATTERY MANUFACTURER	MANUFACTURER CODE	MINIMUM CCA	RESERVE CAPACITY	UNIT PRICE	SPECIAL TERMINAL	CORE CHARGE	WARRANTY	LOWEST RESPONSIVE BIDDER	ESTIMATED RTCC GRAND TOTAL	ESTIMATED AC TRANSIT TOTAL
BATTERES USA	1000	DEKA EAST PENN	908D	1375	430	\$ 95.00	\$ 15.00	\$ 20.00	24 MONTHS	BATTERES USA	\$ 95,000.00	\$ 95,000.00
INTERSTATE BATTERY	1000	US BATTERY	USD-1400	1450	400	\$ 142.95	\$ 4.00	\$ 16.00	24 MONTHS			
BATTERY SYSTEMS	1000	DEKA EAST PENN	908D	1375	430	\$ 110.79	\$ 35.00	\$ 35.00	24 MONTHS			
BATTERES USA												
BATTERES USA	1000	DEKA EAST PENN	908D	1375	430	\$ 95.00	\$ 15.00	\$ 20.00	24 MONTHS	BATTERY SYSTEMS		
INTERSTATE BATTERY	1000	US BATTERY	USD-1075	1100	290	\$ 122.95	\$ 4.00	\$ 16.00	12 MONTHS			
BATTERY SYSTEMS	1000	DEKA EAST PENN	708D	1100	325	\$ 92.66	\$ 35.00	\$ 35.00	12 MONTHS		\$ 92.66	\$ 92,660.00
BATTERES USA												
BATTERES USA	680	DEKA EAST PENN	D9E31CS	650	180	\$ 60.00	\$ 5.00	\$ 15.00	24 MONTHS	BATTERES USA	\$ 60.00	\$ 34,800.00
INTERSTATE BATTERY	580	JCI	31-ELC	700	190	\$ 65.95	\$	\$ 8.00	18 MONTHS			
BATTERY SYSTEMS	580	CENTENIAL/EXIDE	HC-31	800	180	\$ 63.40	\$ 10.00	\$ 10.00	12 MONTHS			
										SUB	TOTAL	\$ 129,800.00
										SUB	TOTAL	\$ 92,660.00
										GRAND	TOTAL	\$ 222,460.00
DISCOUNT OFF LIST FOR AUTOMOTIVE BATTERES PERCENTAGE												
BATTERES USA	-10%	TEN DAYS	NET/30									
INTERSTATE BATTERY	0%		NET/30									
BATTERY SYSTEMS	0%		NET/30									

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

Santa Cruz Transit will purchase new heavy-duty coach and automotive batteries. Quantities are based on the Santa Cruz Transit's prior annual purchase history. Approximate quantities are listed below. Santa Cruz Transit does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
95	1375	East Penn Deka	908D	1375	430	95.00

Warranty period: 24 /Months
100%-Full Replacement

Core charge: \$ 20.00 /Each

Special Terminal: \$ 15.00 /Each

Payment Terms: 100% Net 30 /Days

Discounts: 10%Net 10 /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
95	430	East Penn Deka	908D	1375	430	95.00

Warranty period: 24 /Months
100% Full Replacement

Core charge: \$ 20.00 /Each

Special Terminal: \$ 15.00 /Each

Payment Terms: 100 % Net 30 /Days

Discounts: 10 %Net 10 /Days

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008**

CONTRACT

THIS CONTRACT is made and entered into this 14th day of December 2006, by and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and Batteries USA, Incorporated, One Industrial Street, San Francisco, California 94124(hereinafter referred to as "Contractor").

1. SCOPE OF WORK

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Document issued by the District entitled:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
CONTRACT NO. 2006-958RTCC**

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A This Contract
- B Invitation for Bid No. 2006-958RTCC
- C Contractor's submitted Bid Form
- D Addendum No.1 dated November 3, 2006

COPY

3. PERIOD OF PERFORMANCE

Contractor performance shall commence upon execution of the contract by both parties and continue until December 31, 2008, unless extended by both parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor over a two (2) year period, a not-to exceed (NTE) pre-tax contract ceiling amount of **Two hundred fifty-nine thousand six hundred dollars and zero cents (\$259,600.00)** for Deka East Penn heavy-duty coach and automotive batteries, as required, at the rates set forth in the Bid Form submitted to the District as shown below:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008**

CONTRACT

<u>ACT In-house</u>	<u>Deka East Penn</u>	<u>Unit price per battery</u>
035765	908D	\$95.00
Special Flag Terminal		\$15.00
Refundable Core Charge/Credit		\$20.00
640264	908D	\$95.00
Refundable Core Charge/Credit		\$20.00
707511	DPE31CS	\$60.00
Refundable Core Charge/Credit		\$15.00

COPY

Warranty Period: 24 Months after date of purchase
100% Full Replacement

Payment Terms: Net/30
Discount: 10% Ten Days

All Deka East Penn heavy-duty coach and automotive batteries shall be delivered F.O.B Receiving Point to the following address:

**AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, California 94603
Monday – Friday, 7:00 a.m. to 2:00 p.m.**

The District and the Contractor must mutually agree upon and adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA. 94604. Payment to the contractor will be made Net 30 Days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all submitted Invoices.**

5. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

DISTRICT:

Procurement and Materials Director
10626 International Blvd
Oakland, California 94603

CONTRACTOR:

Batteries USA, Inc.
One Industrial Street
San Francisco, California 94124

COPY

6. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

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This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

5 years warranty

30% Discount



Suggested Price List & Adjustment Costs
 Effective February 6, 2006 • Supersedes all previous data. Subject to change without notice.

GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.	
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.
12-VOLT INTIMIDATOR™ SEALED VALVE REGULATED-AGM MAINTENANCE-FREE											
34/78	9A78DT	750	120	860	110.83	167.16	208.95	36	5.80	36	5.80
34	9A34	750	120	860	104.69	157.56	196.95	36	5.47	36	5.47
34M	9A34M	750	120	860	110.41	166.36	207.95	24	8.66	24	8.66
31	9A31	800	190	1000	151.49	228.76	285.95	24	11.91	24	11.91
12-VOLT ULTIMATE CALCIUM/SILVER MAINTENANCE-FREE											
34/78	7AG78DT	800	115	940	80.00	120.76	150.95	85	1.78	30	5.03
	6AG78DT	690	100	820	69.10	103.96	129.95	70	1.86	30	4.33
75/86	7AG75DT	690	90	820	68.74	103.96	129.95	85	1.53	30	4.33
25	7AG25MF	600	90	750	59.89	90.36	112.95	85	1.33	30	3.77
35	7AG35MF	600	90	750	59.89	90.36	112.95	85	1.33	30	3.77
58	7AG58MF	540	85	670	57.06	86.36	107.95	85	1.27	30	3.60
65	7AG65MF	750	140	885	80.23	120.76	150.95	85	1.78	30	5.03
	6AG65MF	650	105	865	67.30	101.56	126.95	70	1.81	30	4.23
66	7AG66MF	750	140	885	86.04	129.56	161.95	85	1.91	30	5.40
75	7AG75MF	690	90	820	64.22	96.76	120.95	85	1.42	30	4.03
78	7AG78MF	800	115	940	77.25	116.76	145.95	85	1.72	30	4.87
79/100	7AG79/100	800	115	940	79.79	119.96	149.95	85	1.76	30	5.00
12-VOLT UNIVERSAL DUAL TERMINAL CALCIUM MAINTENANCE-FREE											
24/24F/74	1024DT	930	130	1075	81.04	122.36	152.95	75	2.04	30	5.10
26/26R/70	570DT	540	80	665	53.59	80.76	100.95	60	1.68	30	3.37
34/78	778DT	875	120	1020	76.05	114.36	142.95	75	1.91	30	4.77
	678DT	690	110	820	65.53	99.16	123.95	70	1.77	30	4.13
	578DT	550	90	660	57.82	87.16	108.95	60	1.82	30	3.63
75/86	775DT	720	100	860	69.46	104.76	130.95	75	1.75	30	4.37
	675DT	630	90	775	62.60	94.36	117.95	70	1.69	30	3.93
	575DT	540	85	675	56.89	85.56	106.95	60	1.78	30	3.57
12-VOLT PASSENGER CAR/LIGHT TRUCK/VAN CALCIUM MAINTENANCE-FREE											
22F	522FMF	425	65	540	55.38	83.16	103.95	60	1.73	30 Y	3.47
	522FMFD	425	65	540	61.51	92.76	115.95	60	1.93	30 Y	3.87
24/24R	524/24R	550	90	650	53.29	80.76	100.95	60	1.68	30	3.37
24	624MF	650	120	820	61.46	92.76	115.95	70	1.66	30	3.87
	624MFD	650	120	820	72.92	110.36	137.95	70	1.97	30	4.60
	524MF	550	90	650	52.90	79.96	99.95	60	1.67	30	3.33
	424MF	440	70	550	47.44	71.16	88.95	50	1.78	30	2.97
24F	624FMF	650	120	820	61.46	92.76	115.95	70	1.66	30	3.87
	624FMFD	650	120	820	72.92	110.36	137.95	70	1.97	30	4.60
	524FMF	550	90	650	52.90	79.96	99.95	60	1.67	30	3.33
	424FMF	440	70	550	47.44	71.16	88.95	50	1.78	30	2.97
25	525MF	550	90	675	51.89	78.36	97.95	60	1.63	30	3.27
26	526MF	540	80	665	49.78	75.16	93.95	60	1.57	30	3.13
	426MF	425	60	530	44.21	66.36	82.95	50	1.66	30	2.77
26R	526RMF	540	80	665	49.78	75.16	93.95	60	1.57	30	3.13
	426RMF	425	60	530	44.21	66.36	82.95	50	1.66	30	2.77
27	727MF	850	140	1020	86.56	130.36	162.95	75	2.17	30	5.43
	627MF	675	120	820	73.52	111.16	138.95	70	1.99	30	4.63
27F	727FMF	850	140	1020	86.56	130.36	162.95	75	2.17	30	5.43
	627FMF	675	120	820	73.52	111.16	138.95	70	1.99	30	4.63
34/24	734MF	770	115	925	68.65	103.16	128.95	75	1.72	30	4.30
	634MF	690	110	820	61.55	92.76	115.95	70	1.66	30	3.87
	534MF	550	90	690	52.69	79.16	98.95	60	1.65	30	3.30
34R	634RMF	690	110	820	61.55	92.76	115.95	70	1.66	30	3.87
35	535MF	550	90	675	51.89	78.36	97.95	60	1.63	30	3.27
36R	636RMF	650	130	800	76.00	114.36	142.95	70	2.04	30	4.77
40R	640RMF	650	110	810	71.83	107.96	134.95	70	1.93	30	4.50
42/58R	642/58R	580	85	725	57.53	87.16	108.95	70	1.56	30	3.63
	442/58R	500	75	630	51.90	78.36	97.95	50	1.96	30	3.27
45	545MF	460	67	570	54.49	82.36	102.95	60	1.72	30	3.43
47/90	547/90 ∞	595	90	740	70.73	106.36	132.95	60	2.22	30	4.43
48/91	648/91 ∞	700	110	875	82.36	123.96	154.95	70	2.21	30	5.17
49/93	749/93 ∞	850	145	1050	95.24	143.96	179.95	75	2.40	30	6.00
50	650MF	600	108	750	96.82	146.36	182.95	70	2.61	30	6.10
51	551MF	450	70	550	52.82	79.96	99.95	60	1.67	30	3.33
51R	551RMF	450	70	550	52.82	79.96	99.95	60	1.67	30	3.33
55	755MF	585	95	725	68.55	103.16	128.95	75	1.72	30	4.30
	555MF	500	75	600	61.03	91.96	114.95	60	1.92	30	3.83
58	658MF	530	85	725	55.32	83.16	103.95	70	1.49	30	3.47
	558MF	500	75	630	51.08	76.76	95.95	60	1.60	30	3.20
	458MF	430	70	520	48.23	72.76	90.95	50	1.82	30	3.03
58R	658RMF	530	85	725	55.32	83.16	103.95	70	1.49	30	3.47
62	562MF	480	80	590	60.46	91.16	113.95	60	1.90	30	3.80
64	664MF	630	115	785	75.97	114.36	142.95	70	2.04	30	4.77
65	665MF	880	150	1040	79.86	120.76	150.95	70	2.16	30	5.03
	565MF	650	130	865	66.06	99.96	124.95	60	2.08	30	4.17
70	570MF	540	80	665	51.39	77.56	96.95	60	1.62	30	3.23
75	775MF	720	100	860	62.66	94.36	117.95	75	1.57	30	3.93
	675MF	630	90	775	58.62	88.76	110.95	70	1.59	30	3.70
	575MF	540	85	675	52.72	79.16	98.95	60	1.65	30	3.30
78	778MF	770	115	925	70.38	106.36	132.95	75	1.77	30	4.43
	678MF	690	110	820	62.97	95.16	118.95	70	1.70	30	3.97
	578MF	550	90	690	53.43	80.76	100.95	60	1.68	30	3.37
85	685MF	720	100	860	60.37	91.16	113.95	70	1.63	30	3.80
86	586MF	540	85	675	53.89	81.56	101.95	60	1.70	30	3.40

SW

GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
12-VOLT AGM BATTERY												
MIATA	8AMU1R	320	45	400	81.99	123.96	154.95	30	5.17	18	8.61	
GRP #	DIN SIZE	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.	
			CCA @ 0°F	RESERVE CAPACITY	20 AH RATE				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.
12-VOLT EUROPEAN PASSENGER CAR-LIGHT TRUCK-VAN CALCIUM/SILVER MAINTENANCE-FREE												
40R	T6	640RMF	650	110	50	71.83	107.96	134.95	70	1.93	30	4.50
41		641MF	660	110	64	78.01	117.56	146.95	70	2.10	30	4.90
42		642MF	475	70	40	59.64	89.56	111.95	70	1.60	30	3.73
47	H5	647MF	600	95	60	69.20	104.76	130.95	70	1.87	30	4.37
48	H6	9AGM48	760	120	70	105.74	160.76	200.95	70	2.87	30	6.70
	H6	648MF	700	120	70	82.99	125.56	156.95	70	2.24	30	5.23
49	H8	9AGM49	900	180	95	132.68	199.96	249.95	70	3.57	30	8.33
	H8	649MF	875	185	100	93.43	140.76	175.95	70	2.51	30	5.87
90	T5	690MF	520	90	45	62.74	94.36	117.95	70	1.69	30	3.93
91	T6	691MF	600	110	50	74.55	112.76	140.95	70	2.01	30	4.70
93	T8	693MF	800	145	65	87.17	131.16	163.95	70	2.34	30	5.47
94R	H7	694RMF	650	133	80	111.86	168.76	210.95	70	3.01	30	7.03
97R	H5	697RMF	600	95	60	69.92	105.56	131.95	70	1.89	30	4.40
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
12-VOLT LIGHT TRUCK / FARM TRACTOR / PASSENGER CAR / OLDER MODEL PASSENGER CARS												
3EE		403E	400	95	485	80.12	120.76	150.95	—	—	30	5.03
		403ED	400	95	485	80.12	120.76	150.95	—	—	30	5.03
29NF		429NF	390	100	465	102.68	155.16	193.95	—	—	30	6.47
		429NFD	390	100	465	102.68	155.16	193.95	—	—	30	6.47
53		353	290	62	360	87.73	131.96	164.95	—	—	20	8.25
		353D	290	62	360	87.73	131.96	164.95	—	—	20	8.25
6-VOLT LIGHT TRUCK / FARM TRACTOR / PASSENGER CAR / OLDER MODEL PASSENGER CARS												
1		701MF	625	130	770	46.85	70.36	87.95	—	—	20	4.40
2E		402E	620	190	750	107.33	161.56	201.95	—	—	20	10.10
		402ED	620	190	750	107.33	161.56	201.95	—	—	20	10.10
19L		319L	440	120	560	71.58	107.96	134.95	—	—	20	6.75
		319LD	440	120	560	71.58	107.96	134.95	—	—	20	6.75
8-VOLT COMMERCIAL SERVICE												
1		801	520	102	650	67.39	101.56	126.95	—	—	24	5.29
		801D	520	102	650	67.39	101.56	126.95	—	—	24	5.29
6-VOLT HEAVY-DUTY COMMERCIAL SERVICE												
1		901MF	650	180	815	55.59	83.96	104.95	—	—	30	3.50
		901MFD	650	180	815	55.59	83.96	104.95	—	—	30	3.70
2		902	780	215	940	65.51	99.16	123.95	—	—	30	4.13
		902D	780	215	940	69.33	104.76	130.95	—	—	30	4.37
3D		903DY	1400	675	1660	271.84	410.36	512.95	—	—	30	17.10
3EH		93EH	925	250	1095	77.63	116.76	145.95	—	—	30	4.87
		93EHD	925	250	1095	77.63	116.76	145.95	—	—	30	4.87
4		904MF	1000	270	1220	71.70	107.96	134.95	—	—	30	4.50
		94EH	850	320	1000	102.78	155.16	193.95	—	—	30	6.47
4EH		94EHD	850	320	1000	102.78	155.16	193.95	—	—	30	6.47
		905D	880	300	1100	88.05	132.76	165.95	—	—	30	5.53
5D		905DY	880	300	1100	88.05	132.76	165.95	—	—	30	5.53
		907D	950	350	1120	103.62	155.96	194.95	—	—	30	6.50
7D		907DY	950	350	1120	103.62	155.96	194.95	—	—	30	6.50
12-VOLT HEAVY-DUTY COMMERCIAL SERVICE												
3ET		93ET	500	120	625	83.40	125.56	156.95	—	—	30	5.23
		93ETD	500	120	625	83.40	125.56	156.95	—	—	30	5.23
4D		804D	900	260	1100	125.78	189.56	236.95	—	—	30	7.90
		904D	1010	290	1235	131.78	199.16	248.95	—	—	30	8.30
		904DY	1010	290	1235	142.61	215.16	268.95	—	—	30	8.97
4DLT		94DLT	900	240	1065	116.85	175.96	219.95	—	—	30	7.33
		94DLTD	900	240	1065	116.85	175.96	219.95	—	—	30	7.33
8D		708D	1100	325	1340	141.00	212.76	265.95	—	—	30	8.87
		908D	1375	430	1630	159.67	240.76	300.95	—	—	30	10.03
		908DY	1375	430	1630	173.49	261.56	326.95	—	—	30	10.90
		908DMF	1450	450	1790	185.91	280.76	350.95	—	—	30	11.70
16TF		916TF	485	210	590	198.50	299.16	373.95	—	—	30	12.47
		916TFD	485	210	590	198.50	299.16	373.95	—	—	30	12.47
17TF		917TF	530	150	630	125.04	188.76	235.95	—	—	30	7.87
		917TFD	530	150	630	125.04	188.76	235.95	—	—	30	7.87
28		928MF	535	100	660	88.15	132.76	165.95	—	—	30	5.53
		928MFD	535	100	660	94.83	143.16	178.95	—	—	30	5.97
30H		930H	550	125	695	72.40	109.56	136.95	—	—	30	4.57
		930HD	550	125	695	75.87	114.36	142.95	—	—	30	4.77
		1130HMF	850	180	1040	88.10	132.76	165.95	—	—	30	5.53
31		931MF	650	145	810	71.98	108.76	135.95	—	—	30	4.53
		1031MF	760	170	910	79.12	119.16	148.95	—	—	30	4.97
		1131MF	925	170	1110	86.69	130.36	162.95	—	—	30	5.43
		1131XMF	1000	185	1190	90.69	136.76	170.95	—	—	30	5.70
		1131XMFD	1000	185	1190	106.19	159.96	199.95	—	—	30	6.67
		1231MF	1125	195	1260	97.55	147.16	183.95	—	—	30	6.13
31P		931PMF	650	145	810	71.98	108.76	135.95	—	—	30	4.53
		1031PMF	760	170	910	79.12	119.16	148.95	—	—	30	4.97
		1131PMF	925	170	1110	86.69	130.36	162.95	—	—	30	5.43
		1131XPMF	1000	185	1190	90.69	136.76	170.95	—	—	30	5.70
		1231PMF	1125	195	1260	97.55	147.16	183.95	—	—	30	6.13

GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.			
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.		
12-VOLT HEAVY-DUTY COMMERCIAL SEVERE SERVICE / DUAL PURPOSE													
31	DP31CS	650	180	810	85.03	127.96	159.95	—	—	30†	5.33		
	DP31PCS	650	180	810	85.03	127.96	159.95	—	—	30†	5.33		
	7T31	700	190	910	95.36	143.96	179.95	—	—	30†	6.00		
12-VOLT MARINE / RV STARTING CALCIUM MAINTENANCE-FREE													
24	24M7	875	125	1000	80.75	121.56	151.95	—	—	24	6.33		
	24M6	650	120	820	63.16	95.16	118.95	—	—	24	4.96		
	24M5	550	90	650	54.64	82.36	102.95	—	—	24	4.29		
	24M4	440	70	550	48.47	72.76	90.95	—	—	24	3.79		
27	27M6	750	182	925	88.78	133.56	166.95	—	—	24	6.96		
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL					SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.	
		CCA @ 0°F	MCA @ 32°F	MINS. @ 23 A	MINS. @ 25 A	20 AH RATE				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.
12-VOLT MARINE / RV DUAL PURPOSE STARTING / DEEP CYCLE SERVICE													
24	DP24	525	650	140	120	65	66.58	100.76	125.95	—	—	24	5.25
27	DP27	625	770	175	150	80	75.67	114.36	142.95	—	—	24	5.96
31	DP31DT	650	810	205	182	100	90.54	136.76	170.95	—	—	24	7.12
12-VOLT MARINE / RV HEAVY-DUTY DEEP CYCLE SERVICE (INCLUDING STARTING)													
24	DC24	500	625	150	130	75	75.58	114.36	142.95	—	—	24	5.96
27	DC27	575	715	200	175	90	89.17	134.36	167.95	—	—	24	7.00
31	DC31DT	650	810	225	185	105	101.82	153.56	191.95	—	—	24	8.00
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL				SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		CCA @ 0°F	MCA @ 32°F	8 AH RATE	6 AH RATE				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
8-VOLT MARINE AND INDUSTRIAL													
	8V195	980	1170	170	166	—	189.42	285.56	356.95	—	—	24	14.87
	8V195D	980	1170	170	166	—	189.42	285.56	356.95	—	—	24	14.87
	819	510	610	167	158	—	249.16	375.96	469.95	—	—	24	19.58
	819D	510	610	167	158	—	249.16	375.96	469.95	—	—	24	19.58
	821	530	635	187	177	—	265.09	399.96	499.95	—	—	24	20.83
	821D	530	635	187	177	—	265.09	399.96	499.95	—	—	24	20.83
	825	730	870	224	212	—	316.72	477.56	596.95	—	—	24	24.87
	825D	730	870	224	212	—	316.72	477.56	596.95	—	—	24	24.87
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.			
		MINS. @ 23 A	MINS. @ 25 A	20 AH RATE				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.		
12-VOLT DEEP CYCLE / ELECTRIC VEHICLE / WHEELCHAIR													
U1	EVU1	54	48	31	—	—	43.87	66.36	82.95	—	—	12	6.91
22NF	EV22NF	76	68	50	—	—	71.04	107.16	133.95	—	—	12	11.16
24	EV24	150	130	75	—	—	75.58	114.36	142.95	—	—	12	11.91
27	EV27	200	175	90	—	—	89.17	134.36	167.95	—	—	12	14.00
31	EV31	230	210	110	—	—	121.25	183.16	228.95	—	—	12	19.08
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.			
		CCA @ 0°F	RESERVE CAPACITY	20 AH RATE				WARR. MO.	COST/MO.	WARR. MO.	COST/MO.		
ORDNANCE													
2HN	2HND	400	75	—	—	—	90.98	137.56	171.95	24	7.16	24	7.16
4HN	4HND	235	28	—	—	—	122.46	184.76	230.95	24	9.62	24	9.62
6TL	6TMF	750	230	120	—	—	141.60	213.56	266.95	24	11.12	24	11.12
	6TMFD	750	230	120	—	—	150.52	227.16	283.95	24	11.83	24	11.83
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL			SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.			
		20 AH						WARR. MO.	COST/MO.	WARR. MO.	COST/MO.		
12-VOLT FLOODED CABLE TV													
27	CTVE27	99			—	—	88.10	132.76	165.95	—	—	12	13.83
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL					SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.	
		20 AH RATE	6 AH RATE	MINS. DISCHARGED						WARR. MO.	COST/MO.	WARR. MO.	COST/MO.
6-VOLT FLOOR SCRUBBER AND SWEEPER													
	8C11	235	190	120	—	—	120.33	181.56	226.95	—	—	12	18.91
	8C11D	235	190	120	—	—	120.33	181.56	226.95	—	—	12	18.91
	9C11	250	210	130	—	—	129.92	195.96	244.95	—	—	12	20.41
	9C11D	250	210	130	—	—	129.92	195.96	244.95	—	—	12	20.41
	8C6V	330	270	170	—	—	158.72	239.16	298.95	—	—	12	24.91
	8C6VD	330	270	170	—	—	158.72	239.16	298.95	—	—	12	24.91
	8L16	370	295	190	—	—	183.76	277.56	346.95	—	—	12	28.91
	8L16D	370	295	190	—	—	183.76	277.56	346.95	—	—	12	28.91
12-VOLT FLOOR SCRUBBER AND SWEEPER													
	8C12	195	160	90	—	—	196.29	295.96	369.95	—	—	12	30.83
	8C12D	195	160	90	—	—	196.29	295.96	369.95	—	—	12	30.83
	9C12	228	180	115	—	—	212.14	319.96	399.95	—	—	12	33.33
	9C12D	228	180	115	—	—	212.14	319.96	399.95	—	—	12	33.33
	8KFS	135	110	55	—	—	161.97	243.96	304.95	—	—	12	25.41
	8KFSD	135	110	55	—	—	161.97	243.96	304.95	—	—	12	25.41

GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL				SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		20 AH RATE	6 AH RATE	MINS. DISCHARGED					WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
6-VOLT GOLF CAR / ELECTRIC VEHICLE / MOTIVE POWER & DEEP CYCLE SERVICE													
				75 A	56 A	25 A							
GC2	GC10G	190	156	100	---	---	90.99	137.56	171.95	---	---	10	17.20
	GC10P	190	156	100	---	---	90.99	137.56	171.95	---	---	10	17.20
	GC10	190	156	100	---	---	90.99	137.56	171.95	---	---	10	17.20
	GC15G	215	178	115	---	---	99.29	149.56	186.95	---	---	12	15.58
	GC15GD	215	178	115	---	---	106.74	160.76	200.95	---	---	12	16.75
	GC15P	215	178	115	---	---	99.29	149.56	186.95	---	---	12	15.58
	GC15	215	178	115	---	---	99.29	149.56	186.95	---	---	12	15.58
	GC25	235	---	132	---	488	111.63	168.76	210.95	---	---	12	17.58
	GC25G	235	---	132	---	488	111.63	168.76	210.95	---	---	12	17.58
GC2H	GC45G	244	---	145	---	530	123.27	186.36	232.95	---	---	12	19.41
8-VOLT GOLF CAR / ELECTRIC VEHICLE / MOTIVE POWER & DEEP CYCLE SERVICE													
GC8	GC8V	165	---	85	121	318	109.26	164.76	205.95	---	---	12	17.16
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL				SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F					WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
12-VOLT GOLF CAR STARTING BATTERY													
24/26	426G	425	---	60	---	530	46.21	69.56	86.95	---	---	12	7.25
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL				SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F					WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
LAWN MOWER / GARDEN TRACTOR / SMALL ENGINE CALCIUM MAINTENANCE-FREE													
U1	5U1L	165	---	---	---	190	25.90	39.16	48.95	---	---	12	4.08
	7U1L	195	---	---	---	235	27.09	40.76	50.95	---	---	12	4.25
	8U1L	230	---	---	---	275	28.88	43.16	53.95	---	---	12	4.50
	9U1L	275	---	---	---	335	30.62	46.36	57.95	---	---	12	4.83
	9U1LD	275	---	---	---	335	35.10	52.76	65.95	---	---	12	5.50
	10U1L	300	---	---	---	365	32.12	48.76	60.95	---	---	12	5.08
	11U1L	350	---	---	---	410	38.70	58.36	72.95	---	---	12	6.08
U1R	5U1R	165	---	---	---	190	25.90	39.16	48.95	---	---	12	4.08
	7U1R	195	---	---	---	235	27.09	40.76	50.95	---	---	12	4.25
	8U1R	230	---	---	---	275	28.88	43.16	53.95	---	---	12	4.50
	9U1R	275	---	---	---	335	30.62	46.36	57.95	---	---	12	4.83
	9U1RD	275	---	---	---	335	35.10	52.76	65.95	---	---	12	5.50
	10U1R	300	---	---	---	365	32.12	48.76	60.95	---	---	12	5.08
22F	522FMP	425	65	---	---	540	55.38	83.16	103.95	---	---	12	8.66
	522FMFD	425	65	---	---	540	61.51	92.76	115.95	---	---	12	9.66
22NF	322NF	345	58	---	---	415	50.09	75.16	93.95	---	---	12	7.83
	322NFD	345	58	---	---	415	50.09	75.16	93.95	---	---	12	7.83
GROUP NUMBER	PART NUMBER	PERFORMANCE LEVEL				SW	SUGGESTED RETAIL	SUGGESTED LIST	PASSENGER CAR & TRUCK THRU ONE TON		OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC.		
		CCA @ 0°F	RESERVE CAPACITY	REF. CA @ 32°F					WARR. MO.	COST/MO.	WARR. MO.	COST/MO.	
12-VOLT VALUE LINE													
26/70	VL70DT	425	60	---	---	530	40.59	61.56	76.95	55	1.40	30	2.57
34/78	VL78DT	525	80	---	---	650	50.60	75.96	94.95	55	1.73	30	3.17
75/86	VL75DT	560	80	---	---	700	49.23	74.36	92.95	55	1.69	30	3.10
24/24R	VL24/24R	440	70	---	---	550	41.35	62.36	77.95	55	1.42	30	2.60
26/26R	VL26/26R	440	60	---	---	560	40.62	61.56	76.95	55	1.40	30	2.57
58	VL58	430	70	---	---	520	40.91	61.56	76.95	55	1.40	30	2.57
65	VL65	650	110	---	---	865	56.94	85.56	106.95	55	1.94	30	3.57
70	VL70	440	60	---	---	560	40.04	60.76	75.95	55	1.38	30	2.53
75	VL75	440	70	---	---	560	40.04	60.76	75.95	55	1.38	30	2.53
31	VL31	700	120	---	---	875	63.51	95.96	119.95	---	---	30	4.00
	VL31P	700	120	---	---	875	63.51	95.96	119.95	---	---	30	4.00

Symbols:

- ∞ To be discontinued when stock is depleted
- f 12 months in deep cycle service
- ¥ 12 month in Lawn & Garden service
- Refer to this page for adjustment cost/month

Extra Acid:

- 1 Quart Pack 5.00
- 6 Quart Pack 7.00
- 5 Gallon Pack 16.00

See Terminal Catalog for availability and how-to-order special terminals.
Special terminals available at the following additional prices per battery:

- T872, T872M, T875, T876, T881, T882, TSAE 3.20
- T803, T804, T975, T976 3.90
- T877, T903, T904 5.10
- T880 6.90
- T130, T230, T300, T980 8.20
- T928, T978, T929, T979 included in price of 8D when requested

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SW

SIGN AND RETURN THIS PAGE

INVITATION FOR BIDS

CONTRACT PROPOSAL NO. 2006-958RTCC

**AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603**

Date: October 2, 2006

TITLE: Heavy Duty Coach and
Automotive Batteries

**BIDS WILL BE OPENED at 10626 International
Blvd. by 2 P.M. October 31, 2006**

Sign the bid, put it in an envelope, and write the
Contract Bid number and Title on the outside.
Sign and return this page Retain Bidder's
Duplicate copy for your files.

**DO NOT INCLUDE SALES OR EXCISE TAXES in
Bid prices**

ALL BIDDERS COMPLETE THIS SECTION:

October 25 2006

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which
business is conducted: Batteries USA Inc.

Business street address: One Industrial Street Telephone: (415) 647-5575

San Francisco CA 94124
City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: Batteries USA Inc.

Signed [Signature] Typed Name Said Senan Title President

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008
SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Batteries U.S.A INC

Company Name

one Industrial Street

Street /Mailing Address

San Francisco, CA, 94124

City/State/Zip Code

TAX ID. 94-3159862

I. PRIME CONTRACTOR

San Francisco Disadvantage Business Enterprise

The Bidder/Proposer is a ~~CalTrans~~ certified DBE under the ~~CalTrans~~ Uniform Certification Program.

Certification No. HR C110712354 Expiration Date Nov 2007

The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

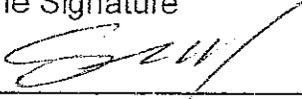
Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

Prime Signature

Date



President

11/8/06

(Position/Title)

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HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION OF PROPOSED PRIME CONTRACTOR REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(for Contracts totaling over \$25,000)

(Contractor) Batteries u.s. A certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) N/A, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.


Signature and Title of Authorized Official President 11/8/06

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

BUY AMERICA CERTIFICATE

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: 11/8/06

Signature: [Signature]

Company Name: Batteries U.S.A.

Title: President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7

Date: _____

Signature: _____

Company Name: _____

Title: _____

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
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CERTIFICATION REGARDING LOBBYING

I, SAM SENAN, President (Name and Title of Authorized Official), hereby
certify on behalf of Batteries USA (Subcontractor) that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to 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 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

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

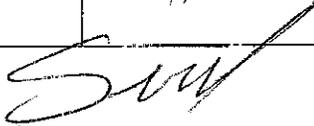
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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.



Signature and Title of Authorized Official
11/2/06

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

<p>14. Brief description of Services Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>N/A</p>	
<p>N/A</p>	
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: </p>
	<p>Print Name: <u>Said Senan</u></p>
	<p>Title: <u>Resident</u></p>
	<p>Telephone No: <u>415 647 5575</u> 11/9/06</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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<p>1. Type of Federal Action: <input type="checkbox"/></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/></p> <p>a. Proposal/offer/application b. Initial award c. Post-award</p> <p style="text-align: center;">N/A</p>	<p>3. Report Type: <input type="checkbox"/> **</p> <p>a. Initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report: N/A</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p> <p style="text-align: center;">N/A</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: N/A</p>	
<p>8. Federal Action Number, if known:</p> <p style="text-align: center;">N/A</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">N/A</p>	
<p>10a. Name and Address of Lobbying Entity (last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p> <p style="text-align: center;">N/A</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, MI):</p> <p style="text-align: center;">N/A</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:</p> <p style="text-align: center;">N/A</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____</p> <p style="text-align: center;">N/A</p>		

S. [Signature]
11/2/06



PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 * PO Box 989052

West Sacramento, California 95798-9052 * (800) 559-5529

May 4, 2006

SB APP 20060504

REF# 0018073
WINCHESTER PACIFIC BATTERIES USA INC
1 INDUSTRIAL ST
SAN FRANCISCO CA 94124-1524

Dear Business Person:

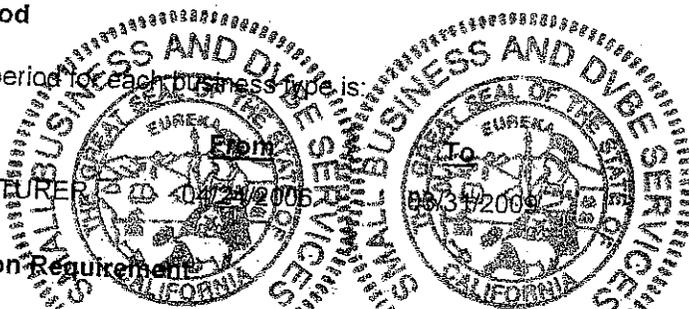
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act

Certification period

Your certification period for each business type is:

Industry

NON-MANUFACTURER



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintained Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

Reporting Business Changes

You must notify OSDC of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDC.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

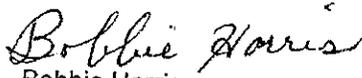
REF# 0018073 WINCHESTER PACIFIC BATTERIES USA INC

May 4, 2006
SB APP 20060504

3

If you have any questions, please contact me at 800 559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDC receptionist), by e-mail bobbie.harris@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,



Bobbie Harris
Certification Officer
Office of Small Business and DVBE Certification



TECHNOLOGIES

CERTIFICATION of RECYCLING

To: SAID SINAN

I, ANTHONY C. SALDANA

Of GNB Technologies, 3900 East 26th Street, Los Angeles, California

Do hereby certify that Batteries received from Batteries USA,

Dated OPEN and received on weighmaster number OPEN

Dated OPEN was not received for re-sale, but will be recycled at this location.

The recycling will take place between the hours of

7 am Monday - Friday And 11pm Monday - Friday

SIGNATURE

TITLE

DATE

OUR EPA FACILITY I.D. NO. IS CAD097854541
OUR EPA TRANSPORTER'S I.D. NO. IS MND981002181
OUR HAZARDOUS WASTE HAULER'S REGISTRATION IS #2157
PART "A" FILED JULY 5, 1985. PART "B" FILED NOVEMBER 7, 1988

INDUSTRIAL WASTE WATER DISCHARGE

PERMIT NO. IWW 11092
LOS ANGELES COUNTY SANITATION DISTRICTS

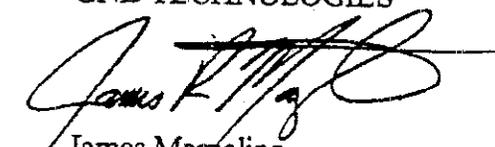
SOLID WASTE DISPOSAL

CHEMICAL WASTE MANAGEMENT
OFFICE - AZUSA, CA (800) 442-5206
CONTACT - ORLANDO CARRENO

DISPOSAL SITE - KETTLEMAN CITY, CA
(209) 386-9711

Should you want to ship batteries, battery parts, or other lead containing materials to GNB, please contact Mr. Anthony Saldana at (213) 262-1101 Ext. 211.

Sincerely,
GNB TECHNOLOGIES


James Marzolino
Environmental Manager

JM:mlf

cc: A. C. Saldana

GNB Technologies
Recycling Division
P.O. Box 23957
27200

EXHIBIT - D

SIGN AND RETURN THIS PAGE

INVITATION FOR BIDS

CONTRACT PROPOSAL NO. 2006-958RTCC

**AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603**

Date: October 2, 2006

TITLE: Heavy Duty Coach and
Automotive Batteries

**BIDS WILL BE OPENED at 10626 International
Blvd. by 2 P.M. November 15, 2006**

Sign the bid, put it in an envelope, and write the
Contract Bid number and Title on the outside.
Sign and return this page. Retain Bidder's
Duplicate copy for your files.

**DO NOT INCLUDE SALES OR EXCISE TAXES in
Bid prices.**

ALL BIDDERS COMPLETE THIS SECTION:

2006

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which
business is conducted: _____

Business street address: _____ Telephone: _____

City

State

Zip Code

SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. EXPLANATIONS, CLARIFICATIONS AND CHANGES

Bidders shall request any explanation, clarification or changes to specifications in writing. Any reply and/or change to specifications will be made by written addendum which shall become a part of the bid documents.

2. BID SUBMISSION

To receive consideration, bids must be delivered prior to the date and time for bid opening. All bids shall be in a sealed envelope properly endorsed as to the bid number and opening date. Submission of a bid shall constitute a firm offer to the District for ninety (90) days from the last day for receipt of bids.

Unauthorized conditions, limitations or provisos attached to a bid will render it non-responsive and may cause its rejection. No telegraphic or facsimile bids or modifications will be considered unless otherwise stated.

A bidder may withdraw his bid prior to bid opening without prejudice, by submitting a written request for its withdrawal to the Purchasing Manager. The bidder must be able to identify its Bid, show proper identification, and show proper authorization to withdraw the Bid.

At the hour specified in the notice, the District will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. Awards will be made or bids rejected by the District within a reasonable time after bids have been opened.

3. APPROVED EQUALS

When the name of a manufacturer, brand or make, with or without a model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. The District shall be the sole judge whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered are assumed to be the specific articles named in this document and that articles offered are in accordance with the specifications. If not offering the specific articles named, bidder should enclose with bid full information, specifications and descriptive data on items offered. The District reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specifications and is deemed by the District to be as good quality and as fully satisfactory for its intended use as an article fully meeting specifications.

4. CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused and of manufacturer's latest model unless otherwise specified herein.

5. TAXES

The supplies, materials or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government.

Unless otherwise stated bidder shall exclude applicable California State and local sales or use taxes in the total price in his bid. Said tax, wherever applicable, will be paid by the District to the Contractor, if licensed to collect same, or otherwise directly to the State.

6. AWARD AND REJECTION OF BIDS

The District may reject any and all bids, may waive any minor irregularities or informalities in any bid or in the bidding procedure, and must reject a bid of any party who has been delinquent or unfaithful in any former contract with the District. If an award is made, it shall be made to the lowest responsible bidder.

7. DELIVERIES

FOB destination in Oakland, freight prepaid and allowed. Unless otherwise stated in the specification or bid forms, bidder shall include freight or delivery charges in the total price in its proposal.

8. SEPARATE ITEMS OR IN THE AGGREGATE

Any bidder may bid separately for any item unless otherwise provided. The District may make awards on separate items or in an aggregate of several or all items unless otherwise provided.

9. CASH DISCOUNTS

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- a. Discount period must be at least 30 days.
- b. The discount period will start on the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

- c. Payment is deemed to be made for the purpose of claiming the discount, on the date of mailing the District's warrant or check.

10. ACCEPTANCE, BILLING AND PAYMENT

Acceptance by the District of any equipment, supplies or materials furnished under the contract to be awarded shall occur only subsequent to the final inspection by authorized employees of the District. Defective or nonconforming equipment, supplies or materials shall be rejected by the District and the contract price adjusted accordingly unless acceptable replacement is made.

Invoices shall be rendered in triplicate to AC Transit District, P.O. Box 28507, Oakland, California 94604. Invoices shall include all applicable state, city and special district sales taxes at time of delivery. Invoices shall identify the Contract and Purchase Order Numbers. Unless otherwise stated, the District will make payment within thirty (30) days of the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

11. WARRANTY OF TITLE

The Contractor warrants and agrees that title to all materials and equipment furnished under this contract and accepted by the District will pass to the District free and clear of all liens, claims, security interests or encumbrances.

12. PERFORMANCE WARRANTY

Contractor shall supply his standard warranty(ies) on defects in workmanship and material applicable to the materials, supplies or equipment furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the Specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or contractor as may be determined by a decision of any court of the State of California or the United States.

13. INDEMNIFICATION

Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage caused by the sole negligence or willful misconduct of the District.

14. TERMINATION AND TERMINATION FOR CONVENIENCE

In the event the Contractor fails to perform any of his obligations under this contract, this contract may be terminated effective after 10 days written notice and all of contractor's rights hereunder ended. No new work will be undertaken and no new deliveries will be made after the date of receipt of such notice.

The District may terminate this Agreement for the District's convenience and without cause at any time by giving Contractor written notice of termination. In the event of termination, Contractor will be paid for those services performed or deliveries made pursuant to this Agreement to the satisfaction of the District up to the date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination.

15. NON-DISCRIMINATION

In connection with the execution of any contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, sex or age as defined in Section 12926 Government Code.

16. GOVERNING LAW

This contract shall be governed by the laws of the State of California.

17. PROHIBITED INTERESTS

By submitting a bid, the bidder represents and warrants that neither the General Manager nor any Director, officer or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise therefrom (State of California Government Code section 1090 et Seq.). No member, officer or employee of the District, during his/her tenure or for one year thereafter, shall have an interest direct or indirect, in this Contract or the proceeds thereof.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SPECIAL CONDITIONS

The Alameda Contra-Costa Transit District, acting on behalf of the Regional Transit Coordinating Council Procurement Committee (RTCC), is soliciting bids for heavy-duty brake drums. The contract provides for purchase and delivery of heavy-duty coach and automotive batteries to participating RTCC agencies, as specified in the Technical Specifications of this bid.

These terms and conditions supplement the District's General Conditions, and Instructions and information for Bidders. In the event of a conflict between these conditions and the preceding General Conditions, these conditions take precedence.

18. CONTRACT TYPE/TERM

This is a two (2) year, firm fixed price, indefinite quantity contract.

The contract with each RTCC Agency shall be for two (2) years. Bid prices shall be firm for the term of the Contract.

The contract commencement date shall be three (3) days after execution of the written contract or Purchase Order with each RTCC Agency. Notification of award shall be made to the successful bidder in writing by the Alameda Contra-Costa Transit District for the Alameda Contra-Costa Transit District only.

The rights and obligations offered in the Contract shall be offered equally to all RTCC Agencies. Except for those provisions relating to the initial award of Contract by the District to the lowest responsive, responsible bidder, all references to the District shall mean each RTCC Agency. Each RTCC Agency shall issue individual contracts or Purchase Orders that shall specify quantity and delivery requirements and shall make payments directly to the Contractor who agrees to look solely to such agency for compensation. Any termination or modification of contractual commitments, in whole or in part, with individual RTCC agencies whether mutually agreed to or by remedy at law, shall in no way relieve the contractor of any such contractual obligations to the remaining RTCC Agencies.

19. QUANTITIES

The quantities listed are the estimated annual requirements based on current usage. The RTCC does not guarantee, either expressed or implied, to purchase these quantities, but the right is reserved to purchase any greater or lesser quantities. The RTCC also reserves the right to buy these or other products from other Contractors. Contractor shall be bound to the prices on the submitted Bid Form for the duration of the contract term.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

20. DELIVERY

Delivery of all items required within thirty (30) days of placement of orders.

21. DELIVERY LOCATIONS FOR PARTICIPATING RTCC AGENCIES

Time and place of Delivery:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, CA 94603
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Central Contra Costa Transit Auth. (CCCTA)
2477 Arnold Industrial Way
Concord, California 94520
Monday – Friday, 7:00 a.m. to 11:00 p.m.

Golden Gate Transit District (GGT)
1011 Andersen Drive
San Rafael, California 94901
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Monterey –Salinas Transit (MST)
One Ryan Ranch Road
Monterey, California 93940
Monday – Friday, 8:00 a.m. to 2:00 p.m.

Santa Cruz Metro (SCMTD)
138 Golf Club Drive
Santa Cruz, California 95060
Monday – Friday, 8:00 a.m. to 12:00 p.m.
Monday – Friday, 1:00 p.m. to 2:30 p.m.

Vallejo Citizens Transit Corporation
1850 Broadway
Vallejo, California 94589
Monday – Friday, 7:00 a.m. to 2:00 p.m.

San Joaquin Regional Transit District
1533 E. Lindsay Street
Stockton, California 95205
Monday – Friday, 7:00 a.m. to 2:00 p.m.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

22. BILLING AND INVOICING FOR PARTICIPATING RTCC AGENCIES

Contractor shall render invoices in triplicate to participating RTCC Agencies billing addresses listed below:

AC Transit District
P.O. BOX 28507
Oakland, CA 94603

Central Contra Costa Transit Auth. (CCCTA)
2477 Arnold Industrial Way
Concord, California 94520

Golden Gate Transit District (GGT)
P.O. BOX 9000, Presidio Station
San Francisco, California 94129

Monterey –Salinas Transit (MST)
One Ryan Ranch Road
Monterey, California 93940

Santa Cruz Metro (SCMTD)
370 Encinal Street, Suite 100
Santa Cruz, California 95060

Vallejo Citizens Transit Corporation
1850 Broadway
Vallejo, California 94589

San Joaquin Regional Transit District
1533 E. Lindsay Street
Stockton, California 95205

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

23. COST AND PRICING DATA

In the event that there is only one (1) bid, cost and pricing data may be required to be submitted to the District by Contractor.

24. CONTRACT AWARD/EVALUATION

Award will be made to the lowest responsive and responsible bidder, and award may be made by individual item or in the aggregate, whichever is the most advantageous to the District.

25. MODIFICATION OF CONTRACT

This contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this agreement.

26. BRAND, MANUFACTURER OR PRODUCT NAMES

Whenever brand, manufacturer or product names are indicated in these specifications, they are included **ONLY** for the purpose of establishing identification and a general description of the item. Whenever such names appear, the term, "or Approved Equal" is considered to follow. Specifying a brand name, components and/or equipment in the specification shall not relieve the supplier from his/her responsibility to produce the product in accordance with the warranty and contractual requirements.

The Contractor is responsible for notifying the District of any inappropriate brand name, components and/or equipment that may be called for in the specification, and to propose a substitute for consideration.

27. PROTEST PROCEDURES

A. Protest Before Bid Opening

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SPECIAL CONDITIONS

B. Protest of Award

A bidder (or other interested party as defined under the District's Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relating to seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of the contract by the District.

- C. Copies of the District's Procurement Procedures should be obtained from the Districts Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

28. INSURANCE

Vendor must have General Liability Insurance, coverage to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001, including contractual liability, severability of interests and products/completed operations. Limits shall be no less than \$1,000,000 per occurrence. Vendor's insurance is primary as respects to any claims relating to this contract. The policy must be endorsed to add the District as additional insured. **Coverage must be placed with insurers with a current A.M. Best rating of "A:-VII".** The District must be provided proof acceptable to the District of vendor's coverages prior to any work under this contract.

29. CORRESPONDENCE

All correspondence must show **Contract Bid Number 2006-958RTCC**.

30. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Bidders should access www.actransit.org, select: purchasing, online purchasing, and register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification – containing original signature – in proposals. If online access is not available, contact the Purchasing Department for instructions.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

31. FURTHER INFORMATION

Perspective bidders may contact James A. Bonds, (510) 577-8842, between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, holidays excepted, for further information.

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**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
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SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS

Access to Records of Recipients and Subrecipients. Upon request, the Recipient agrees to permit and require its Subrecipients to permit the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS REQUIREMENTS

A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. TERMINATION

Supplementing Paragraph 14 of the General Conditions, Instructions and Information for Bidder, in the event that the Contractor breaches the terms or violates the conditions of the contract to be awarded, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate the contract, and shall pay the Contractor only its allowable costs to date of termination.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

A. Termination for Convenience

The District may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to District to be paid the Contractor. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner the District directs.

B. Termination for Default [Breach or Cause]

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the District that the Contract had an excusable reason for not performing s, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure

The District in its sole discretion may, in the case of termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractors fails to remedy to District's satisfaction the breach or default or any other terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from District setting forth the nature of said breach or default, District shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude District from also pursuing all available remedies against the Contractor

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

and it sureties for said breach or default.

D. Waiver of Remedies for any Breach

In the event that District elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by District shall not limit District's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

E. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor's was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

- A. It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process, and to assist DBEs to develop and compete successfully outside the DBE program. In connection with this contract, the Contractor will cooperate with the District in meeting these commitments and objectives.
- B. The District, a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a DBE program in accordance with federal regulations 49 CFR Part 26, issued by the US Department of Transportation (U.S.DOT).

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

- C. Pursuant to 49 CFR 26.13, the Contractor is required to make the following assurance in its agreement with the District and to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:
- D. "The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the District deems appropriate."
- E. Additionally, all of the requirements described in the DBE Program shall be met. A contract that has a specific DBE participation goal will be described in the Special Conditions. Any bidder who would like to request additional information or ask questions regarding the DBE Program may contact the District's DBE Administrator at (510) 577-8812.
- F. Prompt Payment to Subcontractors. In accordance with the District's DBE Program, the Contractor shall pay all subcontractors approved by the District for work that has been satisfactorily performed no later than thirty (30) days from date of Contractor's receipt of progress payments made by the District. Within sixty (60) days of satisfactory completion of all work required of the subcontractor, Contractor shall release any retainage payments withheld to the subcontractor.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform an act, fail to perform any act, or refuse to comply with any AC TRANSIT requests which would cause AC TRANSIT to be in violation of the FTA terms and conditions.

09. DEBARMENT AND SUSPENSION REQUIREMENTS

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment,

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
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SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the contractor in the case of a subcontractor's bill- of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. ENERGY CONSERVATION

The 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 U.S.C. Section 6321 et seq.).

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**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

I. PRIME CONTRACTOR

- The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. _____ Expiration Date _____

- The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

- The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification.

AC TRANSIT DISTRICT
PURCHASING DEPARTMENT

INVITATION FOR BIDS
No. 2006-958RTCC

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

Prime Signature

Date

(Position/Title)

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**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

1. Introduction

It is the intent of the District to purchase various new "Deka" heavy-duty coach and automotive batteries, or "Approved Equal" for the District's fleets.

2. Purpose

This specification prescribes minimum acceptable requirements for heavy-duty coach and automotive batteries, which will provide maximum safety and reliability and service, with regular maintenance in normal transit service for a useful life of at least twenty-four (24) months for the District; while taking advantage of the latest advancements in the field, particularly with regard to reliability of operation. The absence of specifications regarding detail implies that the best general practice will prevail and that first quality material and workmanship are to be used.

The heavy-duty coach and automotive battery procurement will result in a contract, where product must be delivered from Contractor's existing shelf stock within **thirty (30)** days after issuance of a Purchase Order.

3. Requirement

All heavy-duty coach and automotive batteries shall be delivered F.O.B. to the following addresses listed below, in accordance with this specification:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, CA 94603
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Central Contra Costa Transit Auth. (CCCTA)
2477 Arnold Industrial Way
Concord, California 94520
Monday – Friday, 7:00 a.m. to 11:00 p.m.

Golden Gate Transit (GGT)
1011 Andersen Drive
San Rafael, California 94901
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Monterey –Salinas Transit (MST)
One Ryan Ranch Road
Monterey, California 93940

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
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TECHNICAL SPECIFICATIONS

Monday – Friday, 8:00 a.m. to 2:00 p.m.

Santa Cruz Metro (SCMTD)

138 Golf Club Drive

Santa Cruz, California 95060

Monday – Friday, 8:00 a.m. to 12:00 p.m.

Monday – Friday, 1:00 p.m. to 2:30 p.m.

Vallejo Citizens Transit Corporation

1850 Broadway

Vallejo, California 94589

Monday – Friday, 7:00 a.m. to 2:00 p.m.

San Joaquin Regional Transit (SJRTD)

1533 E. Lindsay Street

Stockton, California 95205

Monday – Friday, 7:00 a.m. to 2:00 p.m.

4. **Conformity**

All units or parts not specified shall be manufacturer's standard units. In all cases, material must be furnished as specified, but if the term "Approved Equal", is used, the General Manager of the District, or his designee, must approve any material or equipment substituted for specified material or equipment.

Each heavy-duty coach and automotive battery shall be delivered as a complete functional unit ready for operation, including all accessory items as may be required for the type of service herein specified. **No advantage** shall be taken by the **Contractor** if there are omissions in this specification of components, parts or installations, which are essential to the proper complete and safe operation of the equipment.

5. **Submission with Bid**

Bidder shall submit with their bid, Manufacturer's Specifications or literature covering heavy-duty coach and automotive batteries and/or accessories or equipment offered to meet the requirements of this specification.

6. **Responsibility**

Heavy-duty coach and automotive manufacturer shall assume responsibility for all material used in the construction and fabrication of heavy-duty coach and automotive batteries, whether same is made by heavy-duty coach and

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

automotive battery manufacturer or purchased ready-made from an outside source.

In the event that a participating RTCC agency experiences a high rate of battery failures, that particular RTCC agency shall exercise the right to bill the contractor for all labor charges directly related to the batteries replacement.

7. Approved Tested Heavy Duty Coach and Automotive Battery Manufacturers

- (a) Deka East/Penn
- (b) AC Delco Battery
- (c) Interstate Battery

CAUTION: IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, THE HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES ARE TO BE REPLACED FREE OF CHARGE BY THE CONTRACTOR.

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HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

All Batteries shall meet or exceed the standards set by the Battery Council International and the Society of Automotive Engineers.

Coach Batteries – Group 1

1. **Type 8-D**

The heavy-duty 8-D coach batteries shall be a lead acid type, positive low antimony battery.

The 8-D batteries will be used in: NABI, Chance, Ikarus, Flexible, New Flyer, Gillig, MCI, Neoplan, Twin Coach, M.A.N. and VanHool manufactured coaches.

2. **Case and Cover**

The 8-D battery case and cover shall be manufactured of polypropylene.

Each battery cell shall have a plastic or rubber, threaded or push type plug.

The Battery case, cover and plugs shall be constructed using "NEW" materials only. **Reclaimed materials are not acceptable**, except recycled lead and recycle polypropylene.

3. **Positive and Negative Plates**

The **positive** plates shall be **Lead Acid, Low Antimony**. The **Negative** plates shall be a **lead Acid** type.

Height, weight and thickness of plates shall be such that performance and test specifications as defined in these specifications shall be achieved.

4. **Separators**

The only plate separator that will be accepted in the batteries specified in this bid shall be **Polyethylene, Micro-Porous, Envelope** type separators.

5. **Post**

Battery posts shall be "Standard Heavy-Duty" automotive type. Contractor shall indicate extra charges, if any, on Bid Form for "Flag", "Angle", "Marine" or "Side Post" terminals.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

6. Handles

All 8-D batteries shall have a **Polypropylene** rope carrying handle, with **Polyethylene** tube, as the standard, at each end of the battery.

7. Gravity

All Batteries shall be fully charged at a minimum of twelve-hundred and sixty (1260) specific gravity, at eighty degrees Fahrenheit (80° F).

8. Coach Battery: Item A "8-D High Cranking Battery"

Battery capacity: Minimum of 430 minutes per twenty hour (20 hr) rate system.

Exterior case dimensions: Approximately twenty and one-half inches (20-1/2") length x eleven and one-eighth inches (11-1/8") width x nine and three-quarters inches (9-3/4") height (to top post).

Cranking power: Minimum of 1550 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 1300 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).

Reserve capacity: Minimum of four-hundred and thirty (430) minutes @ eighty degrees Fahrenheit (80° F).

Negative plates: Minimum of .068" thickness.

Positive plates: Minimum of .078" thickness.

Number of plates per cell: Minimum of thirty (30) plates per cell.

Plate width and height: Minimum of four and three-quarters inches (4-3/4") x five and five eighths inches (5-5/8").

9. Coach Battery: Item B "8-D High Reserve Capacity Battery"

Battery capacity: Minimum of three-hundred twenty-five (325) minutes per twenty hour (20 hr) rate system.

Exterior case dimensions: Approximately twenty and one-half inches (20-1/2") length x eleven and one-eighth inches (11-1/8") width x nine and three-quarters inches (9-3/4") height (to top post).

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

Cranking power: Minimum of 1225 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 1000 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).

Reserve capacity: Minimum of three-hundred and twenty-five (325) minutes @ eighty degrees Fahrenheit (80° F).

Negative plates: Minimum of .068" thickness.

Positive plates: Minimum of .078" thickness.

Number of plates per cell: Minimum of twenty-three (23) plates per cell.

Plate width and height: Minimum of four and three-quarters inches (4-3/4") x five and five-eighths inches (5-5/8").

Coach Batteries – Group 2

10. Type 31

The Type 31 coach batteries shall be maintenance free, totally sealed, calcium alloy (positive and negative plates), with an inspection eye on top of case. The Type 31 batteries will be used in NABI, Chance, Ikarus, Flexible, New Flyer, Gillig, MCI, Neoplan Twin Coach and VanHool manufactured coaches.

11. Coach Battery: Item 3 "Type 31 Battery"

Battery capacity: Minimum of 180 minutes per twenty hour (20 hr) rate system.

Exterior case dimensions: Approximately thirteen inches (13") length x nine and one-half inches (9-1/2") width (to top post).

Cranking power: Minimum of 810 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 650 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).

Reserve capacity: Minimum of one-hundred and eighty (180) minutes @ eighty degrees Fahrenheit (80° F).

Negative plates: Minimum of .052" thickness.

Positive plates: Minimum of .072" thickness.

Number of plates per cell: Minimum of fourteen (14) plates per cell.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

Plate width and height: Minimum of four and three-quarters inches (4-3/4") x five and five eighths inches (5-5/8").

12. Case and Cover

The Type 31 battery case and cover shall be manufactured of polypropylene.

The Battery case, cover and plugs shall be constructed using "NEW" materials only. **Reclaimed materials are not acceptable**, except recycled lead and recycle polypropylene.

The Battery case shall have an inspection eye located on top of battery cover, at either end of battery case.

13. Positive and negative plates

The **positive** plates shall be **Lead Acid, Calcium** type. The **Negative** plates shall be a **Lead Acid, Calcium** type.

Height, weight and thickness of plates shall be such that performance and test specifications as defined in these specifications shall be achieved.

14. Separators

The only plate separator that will be accepted in the batteries specified in this bid shall be **Polyethylene, Micro-Porous, Envelope** type separators.

15. Post

Battery post shall be "Standard Heavy-Duty" stud type. Contractor shall indicate extra charges, if any, on Bid Form for "Marine" or "Side Post" terminals.

16. Handles

All 8-D batteries shall have a **Polypropylene** rope carrying handle, with **Polyethylene** tube, as the standard, at each end of the battery.

17. Gravity

All Batteries shall be fully charged at a minimum of twelve-hundred and sixty (1260) specific gravity, at eighty degrees Fahrenheit (80° F).

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

18. Coach and Automotive battery Labeling, Marking and Coding

Each battery shall have manufacturer's product label attached to two (2) sides of each battery.

Each battery shall be identified as to Purchase Agency, year and month of manufacture and serial number of battery, in at least one-quarter inch (1/4") high letters stamped on the battery, near one (1) of the terminals.

Each battery shall have a label attached to the top of the battery, identifying the RTCC Purchase Agency, with a alpha letter abbreviation as follows:

AC Transit as "AC"
BART as "BA"
SAM TRANS as "ST"
CCCTA as "CC"
ECCTA as "EC"
GGTA as "GGT"
MCTD as "MS"
SCMTD as "SCM"
SONOMA COUNTY as "SC"
VALLEJO TRANSIT as "VT"
LAVTA as "LAV"
SJRTD as (SJ)
WESTCAT as "WC"

Each battery shall have a label attached on top of battery, identifying the month, year and date the battery was sold to each RTCC Purchasing Agency, as follows:

Year: Last two (2) digits in year of date sold, for example "06" for 2006.

Month: Letters "A" to "M" inclusive (excluding the letter I) at the beginning of each month and continuing consecutively to the last or highest number for each RTCC Purchasing Agency.

For example, a battery marked AC06F01 would identify a battery sold to AC Transit in the year 2006, month of June and the 1ST battery sold that month to AC Transit.

19. Battery Warranty

All 8-D High Cranking batteries shall be covered by the Manufacturer's twenty-four (24) month, one-hundred percent (100%) full replacement, from date of sale to the RTCC Purchasing Agency.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

All 8-D High Reserve Capacity batteries shall be covered by the Manufacturer's twenty-four (24) month, one-hundred percent (100%) full replacement, from date of sale to the RTCC Purchasing Agency.

All Type 31, totally sealed, maintenance free batteries shall be covered by the Manufacturer's twenty-four (24) month, one-hundred percent (100%) full replacement, from date of sale to the RTCC Purchasing Agency.

20. Battery Cores

Contract shall indicate battery core charge or battery core credit value on Bid Form sheet.

Each participating RTCC Agency is responsible for keeping accurate count of cores picked up by Contractor.

Contractor shall pick up all batter cores and warranty replacement batteries at time of delivery at each participating RTCC Agency at **no charge**.

Contractor shall issue "**Core Credit**" a time of pick up for all used batteries.

Contractor shall use either a Bill of Lading or Manifest to record shipments of cores picked up from each of the participating RTCC Agencies. A signed copy of the record shall be given to each participating RTCC Agencies facility at the time of battery core pick up.

Contractor shall submit with their bid, their specification information that describes the handling/reprocessing and disposal of battery cores after they are picked up from a participating RTCC Agency.

Contractor must submit with their bid the **Name, Address, Telephone Number, State Identification Number and Contact person of Disposal Site to be used. Failure to provide this information may be cause for bidder be determined as Non-Responsive.**

Automotive, Truck and Service Vehicle Batteries: Group 3

21. Pricing

Contractor shall submit manufacturer's published price list for Automotive, Truck and Service Vehicle batteries. Contractor shall indicate on Bid sheet, a **Specified Percentage Discount** off the manufacturer's published price list.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

22. Warranty

All automotive, truck and service vehicle batteries shall be covered by the manufacturer's sixty (60) month, one-hundred percent (100%) full replacement warranty, from date of sale to participating RTCC Agency.

Each participating RTCC Agency shall notify the Contractor at the time of Warranty Claim, whether or not the battery should be replaced, or cash value is to be issued in the form of a credit, for a defective or failed battery.

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**HEAVY DUTY COACH AND AUTOMOTIVE BATERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

AC TRANSIT and participating RTCC agencies will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the District's prior annual purchase history. Approximate quantities are listed below, the District and participating RTCC agencies do not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
1000						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
1000						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMOTIVE BATERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

AC TRANSIT and participating RTCC agencies will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the District's prior annual purchase history. Approximate quantities are listed below, the District and participating RTCC agencies do not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 2 Type 31	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
580						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Central Contra-Costa Transit Authority will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Central Contra-Costa Authority's prior annual purchase history. Approximate quantities are listed below. Central Contra-Costa Transit Authority does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
100						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
100						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

Golden Gate Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Golden Gate Transit's prior annual purchase history. Approximate quantities are listed below. Golden Gate Transit does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 2 Type 31	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
350						

Warranty period: _____ **/Months**
100% Full Replacement

Core charge: \$ _____ **/Each**

Special Terminal: \$ _____ **/Each**

Payment Terms: _____ **% Net** _____ **/Days**

Discounts: _____ **%Net** _____ **/Days**

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Monterey Salinas Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Monterey Salinas Transit's prior annual purchase history. Approximate quantities are listed below. Monterey Salinas Transit does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
150						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
150						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Santa Cruz Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Santa Cruz Transit's prior annual purchase history. Approximate quantities are listed below. Santa Cruz Transit does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
95						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
95						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

Vallejo Citizens Transit Corporation will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on Vallejo Citizens Transit's prior annual purchase history. Approximate quantities are listed below. Vallejo Citizens Transit Corporation does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
20						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
20						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

San Joaquin Regional Transit District will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the San Joaquin Regional Transit District's prior annual purchase history. Approximate quantities are listed below. San Joaquin Regional Transit District does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
75						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
75						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Sonoma County Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the San Joaquin Regional Transit District's prior annual purchase history. Approximate quantities are listed below. San Joaquin Regional Transit District does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 2 Type 31	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
85						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Livermore Amador Valley Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the San Joaquin Regional Transit District's prior annual purchase history. Approximate quantities are listed below. San Joaquin Regional Transit District does not guarantee any specific quantities.

Est. Yearly Quantity Each	Group 1 High Cranking	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
75						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

Est. Yearly Quantity Each	Group 1 High Reserve Capacity	Manufacturer	Product Code	Cold Cranking Amps	Reserve Capacity	Price Per Battery
75						

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SAMPLE CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 2006, by and between the Alameda-Contra Costa Transit District (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter referred to as "CONTRACTOR").

1. SCOPE OF WORK

Contractor shall furnish the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Documents issued by the District entitled:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
CONTRACT NO. 2006-958RTCC**

2. COMPONENT PARTS OF THE CONTRACT

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A. This Contract
- B. Invitation for Bid No. 2006-958-RTCC and any Addenda thereto
- C. Bidder/Supplier's submitted Bid Forms

3. PERIOD OF PERFORMANCE

The Contractor shall furnish heavy-duty coach and automotive batteries as specified in the Contract Documents from November 1, 2006 and ending December 31, 2008, for a two year period.

4. CONTRACT PRICE

The District agrees to pay the Contractor _____ (\$____.00) per High Cranking heavy-duty 8-D coach battery and _____ (\$____.00) per High Reserve Capacity 8-D battery and _____ (\$____.00) per Type 31 coach battery for a not – to – exceed (NTE) contract total of (\$____.00) in accordance with prices as shown on submitted bid forms dated _____. The District and the Contractor must mutually agree upon any adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. **Please reference the Contract Number and the Purchase Order Number on the invoices. Failure to do so could delay payment.**

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SAMPLE CONTRACT

5. NOTICES

Any notices which may be required under this Contract shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses which may be specified in writing by the parties.

District: Alameda-Contra Costa Transit District
Procurement and Materials Director
10626 International Boulevard
Oakland, California 94603

and

Contractor

6. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. SEVERABILITY

If any provision of this Contract is declared void or unenforceable, such provisions shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

8. BINDING EFFECT

All of the terms, provisions, and conditions of the Contract hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns, and legal representatives.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SAMPLE CONTRACT

9. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

ALAMEDA-CONTRA COSTA TRANSIT:

CONTRACTOR:

_____ Date _____
Rick Fernandez
General Manager

_____ Date _____
(Signature)

Approved as to form:

_____ Date _____
Kenneth C. Scheidig
General Counsel

(Print Name and Title)

SAMPLE CONTRACT

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM Number 1 dated November 3, 2006

The Alameda-Contra Costa Transit District herewith issues this Addendum No.1 to the above reference Bid Documents. Except as modified below, all other terms and conditions shall remain in effect. ~~Strikethrough~~ texts are words deleted from original IFB text and **bold/italicized/underlined text** are changes to original IFB text.

Amendments to INVITATION FOR BIDS

Bids will be opened at 10626 International Blvd. by 2:00 P.M. ~~October 31, 2006~~
November 15, 2006.

Amendments to the General Conditions and Information for Bidders

NONE

Amendments to the Special Conditions

NONE

Amendments to the TECHNICAL SPECIFICATIONS

Page 22 of 41, item 4

Separators

The only plate separator that will be accepted in the batteries specified in this bid shall be Polyvinyl, Sub-micro, **Polyethylene, Micro-Porous, Envelope**, type separators.

Page 23 of 41, item 6

Handles

All 8-D batteries shall have a Nylon **Polypropylene** rope carrying handle, with **Polyethylene** tube, as the standard, at each end of the battery.

Page 24 of 41, item 9

Coach Battery: Item B "8-D High Reserve Capacity Battery"

Battery capacity: Minimum of 142-AMPS **three hundred twenty-five (325) minutes** per twenty hour (20hr) rate system.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM Number 1 dated November 3, 2006

Page 24 of 41, item 11

Coach Battery: Item 3 "Type 31 Battery"

Battery capacity: Minimum of 180 AMPS Minutes per twenty hour (20hr) rate system.

Page 25 of 41, item 13

Positive and negative plates:

The **positive** plates shall be **Lead Acid, Low-Antimony Calcium**. The **Negative** plates shall be a lead-Acid **Lead Acid**, Calcium type.

Page 25 of 41, item 14

Separators

The only plate separator that will be accepted in the batteries specified in this bid shall be ~~Polyvinyl, Sub-micro,~~ **Polyethylene, Micro-Porous** Envelope type separators.

Page 25 of 41, item 15

Post

Battery post shall be "Standard Heavy-Duty" automotive stud type. Contractor shall indicate extra charges, if any, on Bid Form for "~~Flag~~", "~~Angle~~", "Marine" or "Side Post" terminals.

Page 25 of 41, item 16

Handles

All 8-D batteries shall have a **Nylon Polypropylene** rope carrying handle, with Polyethylene tube, as the standard, at each end of the battery.

Amendments to the BID FORM

NONE

Amendments to the Sample Contract

NONE

**AC TRANSIT DISTRICT
PURCHASING DEPARTMENT**

**INVITATION FOR BIDS
No.2006-958RTCC**

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

ADDENDUM Number 1 dated November 3, 2006

END OF ADDENDUM NO. 1

AC TRANSIT
PURCHASING DEPARTMENT

INVITATION FOR BIDS
NO. 2006-958RTCC

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

ATTACHMENTS

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION OF PROPOSED PRIME CONTRACTOR REGARDING

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(for Contracts totaling over \$25,000)

(Contractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized
Official

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

**ADDENDUM NO. 1
ATTACHMENTS**

BUY AMERICA CERTIFICATE

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION REGARDING LOBBYING

I, _____ (Name and Title of Authorized Official), hereby
certify on behalf of _____ (Subcontractor) that:

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.

If any funds other than Federal appropriated funds have been paid or will be paid to 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 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.

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 Section 1352, Title 31, U.S. Code. 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.

Signature and Title of Authorized Official

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: <input type="checkbox"/></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2-2. Status of Federal Action: <input type="checkbox"/></p> <p>a. Proposal/offer/application b. Initial award c. Post-award</p>	<p>3-3. Report Type: <input type="checkbox"/></p> <p>a. Initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, If applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature _____ Value _____</p>		

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Signature: _____
	Print Name: _____
	Title: _____
	Telephone No.: _____
Federal Use Only:	
Authorized for Local Reproduction Standard Form - LLL	

**AC TRANSIT
PURCHASING DEPARTMENT**

**INVITATION FOR BIDS
NO. 2006-958RTCC**

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

**ADDENDUM NO. 1
ATTACHMENTS**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: RESOLUTION REVISING FY 06-07 BUDGET

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached resolution revising the FY 06-07 budget in accordance with Exhibit A (Attachment A) .

II. SUMMARY OF ISSUES

- As a result of required adjustments to operating expenses, we are recommending that the operating budget be increased by a net \$60,000 for a new total of \$36,580,000 in operating expenses.
- As a result of the approval of salary adjustments in January 2007, corresponding increases in personnel costs for several departments are required at this time, as delineated in Exhibit A of Attachment A.
- To fund the salary adjustments, the sales tax revenue will be increased by \$ 60,000.

III. DISCUSSION

The detailed list of changes to the FY 06-07 operating revenues and expenses is shown on Exhibit A of Attachment A following the budget resolution.

Last month, the Board of Directors approved the adjustments. We are now putting forward the fiscal impact of those approvals.

Sales Tax revenue will be sufficient to cover this increase.

IV. FINANCIAL CONSIDERATIONS

Adoption of the resolution will increase the total FY 06-07 operating expenses by \$ 60,000.

V. ATTACHMENTS

Attachment A: Resolution Authorizing a Revision to the FY 06-07 Budget, followed by a list of specific changes (Exhibit A).

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
AUTHORIZING A REVISION TO THE FY 06-07 BUDGET**

WHEREAS, it is necessary to revise the adopted FY 06-07 budget of the Santa Cruz Metropolitan Transit District to provide for changes in operating revenue and operating expense.

NOW, THEREFORE, BE IT RESOLVED, the budget is hereby amended per the attached Exhibit A.

PASSED AND ADOPTED this 23rd day of February, 2007, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

Approved _____

MARCELA TAVANTZIS

Board Chair

ATTEST _____

LESLIE R. WHITE

General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER

District Counsel

**EXHIBIT A
RECOMMENDED BUDGET REVISIONS
FY 06-07
FEBRUARY 2007**

	AMOUNT	TOTALS
<u>OPERATING REVENUE</u>		
Increase sales tax to reflect year-to-date trend	\$ 60,000	
TOTAL		\$ 60,000

	DEPT	ACCOUNT	AMOUNT	TOTALS
<u>OPERATING EXPENSE</u>				
Increase other salaries for Admin staff	1100	501021	\$ 8,721	
Increase retirement for Admin staff	1100	502021	\$ 1,044	
Increase other salaries for Customer Service staff	1300	501021	\$ 2,543	
Increase retirement for Customer Service staff	1300	502021	\$ 304	
Increase other salaries for Operations staff	3200	501021	\$ 42,323	
Increase retirement for Operations staff	3200	502021	\$ 5,065	
TOTAL				\$ 60,000

9.a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached resolution authorizing a deposit account and facsimile agreement with Coast Commercial Bank.

II. SUMMARY OF ISSUES

- The District maintains a deposit account with the Santa Cruz branch of Coast Commercial Bank.
- The account signatures on file with Coast Commercial Bank need to be updated with the appointment of a new Finance Manager: Angela Aitken.
- In order to change the authorized signers on the account and update the facsimile signature agreement, a Board resolution is required.

III. DISCUSSION

The District had maintained a deposit account with the Santa Cruz branch of Coast Commercial Bank for many years. This account is used for deposit of fare box coin revenue, cash receipts for pass sales and the bi-weekly County warrants covering accounts payable checks issued on the bank account. The District's Finance Manager is the authorized representative to normally sign checks on the account. The General Manager and Assistant General Manager are also authorized to sign on the account. It is necessary at this time to update the authorized signatures on the account and the facsimile signature agreement, which allows the District to issue payables checks with an imprint facsimile signature of the Finance Manager.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Resolution Authorizing Deposit Account and facsimile signature agreement with Coast Commercial Bank

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
AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE
AGREEMENT WITH COAST COMMERCIL BANK**

WHEREAS, the Santa Cruz Metropolitan Transit District has previously established a deposit account and approved a facsimile signature agreement with Coast Commercial Bank and its predecessors, and;

WHEREAS, certain officers and employees of the Santa Cruz Metropolitan Transit District who were authorized signers on the account have left the employment of the District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that this Board authorize the following officers to establish a deposit account with Coast Commercial Bank (“Bank”) subject to Bank’s terms and conditions for such accounts and to designate these officers as the authorized signers on the accounts:

- Angela Aitken, Finance Manager
- Leslie White, Secretary/General Manager
- Mark Dorfman. Assistant General Manager

BE IT FURTHER RESOLVED AND ORDERED that Angela Aitken, Finance Manager, is hereby authorized and directed to enter into an agreement with Coast Commercial bank (“Bank”) upon the terms and conditions set forth in the Facsimile Signature Agreement.

PASSED AND ADOPTED this 23rd day of February 2007, by the following vote:

- AYES: Directors -
- NOES: Directors -
- ABSENT: Directors -
- ABSTAIN: Directors -

Approved _____
MARCELA TAVANTZIS
Board Chair

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 9, 2007
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: RESOLUTION AUTHORIZING ADDITION AND DELETION OF SIGNERS ON THE DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH COMERICA BANK

ACTION REQUESTED AT THE FEBRUARY 9, 2007 BOARD MEETING

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the resolution to add a signer and delete a signer to the Comerica deposit account for the workers' compensation trust fund.

II. SUMMARY OF ISSUES

- The Board of Directors of the Transit District adopted a resolution on February 25, 2005, establishing a deposit account with Comerica Bank for a trust fund for the purpose of paying approved workers' compensation claims.
- The finance manager, Elisabeth Ross, has retired and Angela Aitken has taken her place.
- A resolution is needed as a result of Elisabeth's retirement.

III. DISCUSSION

None.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Resolution Authorizing addition and deletion of Signers on the Deposit Account for the Administration of Approved Workers' Compensation Claims with Comerica Bank.

**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 AUTHORIZING ADDITION AND DELETION OF SIGNERS ON THE
DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS'
COMPENSATION CLAIMS WITH COMERICA BANK**

WHEREAS, the Santa Cruz Metropolitan Transit District has entered into a contract with Sedgwick Claims Management Services (CMS), Inc., for administering workers' compensation claims, and

WHEREAS, the Santa Cruz Metropolitan Transit District has established a deposit account with Comerica ("Bank") as a trust fund for the purpose of paying approved workers' compensation claims effective February 25, 2005; and

WHEREAS, the SCMTD Finance Manager, Elisabeth Ross, has retired and Angela Aitken has taken her place.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the following individual is added as an authorized signer on the account:

Angela Aitken, Finance Manager

And the following individual is removed from the account:

Elisabeth Ross, Finance Manager

PASSED AND ADOPTED this 9th day of February 2007, by the following vote:

AYES: Directors –

NOES: Directors –

ABSENT: Directors –

ABSTAIN: Directors –

APPROVED _____

Marcela Tavantzis
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

11.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
**SUBJECT: REQUEST AUTHORIZATION TO USE THE STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES CONTRACT FOR THE
PURCHASE OF SEVEN COMPACT SEDANS**

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to use the State of California, Department of General Services vehicle contract for sedans for the purchase of seven each compact sedans.

II. SUMMARY OF ISSUES

- The District has funding for the purchase of seven replacement vehicles for use by District Staff.
- The State of California, Department of General Services has issued cooperative vehicle procurement contracts for the purchase of compact sedans.
- The Federal Circular that governs procurement for federally funded purchases encourages joint purchasing when the procurement includes the applicable federally mandated clauses.
- The District requests the use of the State of California vehicle contracts for this procurement as a means of streamlining the procurement process.
- District staff recommends that the Board of Directors authorize the General Manager to use the State of California, Department of General Services vehicle contract for the purchase of seven each compact sedans for a total amount not to exceed \$105,000.

III. DISCUSSION

The District has funding for the purchase of seven (7) each compact sedans under the Capital Improvement Project to purchase seven shuttle cars for the bus operations relief program. This purchase will eliminate the current rental of seven compact sedans from Hertz Corporation.

Each year the State of California prepares a bid for vehicles, trucks, vans and utility vehicles. The resulting cooperative purchasing vehicle contract allows smaller public agencies to purchase vehicles based on statewide government agency quantities. This process allows for better pricing due to the greater quantities requested in the state bid.

The FTA encourages grant recipients to utilize cooperative purchasing agreements whenever it is practical as a means of saving money. For this procurement, the District will add all of the required federal clauses to comply with FTA Circular 4220.1E, Third Party Contracting Requirements. The State of California charges a contract usage fee of 1.98 % based on the purchase order total before tax and any offered cash discounts.

It is recommended that the Board authorize the General Manager to use the State of California Department of General Services vehicle contracts for the purchase of seven each compact sedans for a total amount not to exceed \$105,000.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Capital Improvement Budget for Department 4100, Purchase of shuttle cars for bus operations relief.

V. ATTACHMENTS

Attachment A: Vehicle Cost Summary

State of California Vehicle Contract Pricing

	Unit Price	Extended
Seven each Compact Sedans	\$ 11,784.00	\$ 82,488.00
Sales Tax @ 8.25%	\$ 972.18	\$ 6,805.26
Optional 5 Years, 100,000 Miles Bumper to Bumper Extended Warranty	\$ 1,640.00	\$ 11,480.00
Delivery Charges	\$ 125.00	\$ 875.00
State Contract Usage Fee of 1.98%	\$ 233.32	\$ 1,633.26
Total Procurement Cost	\$ 14,754.50	\$ 103,281.52

12.21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 9, 2007

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO JUNE 30, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007.**

ACTION REQUESTED AT THE FEBRUARY 9, 2007 BOARD MEETING

I. RECOMMENDED ACTION

That the Board of Directors approve an amendment to the contract with Arntz Builders Inc. that extends the contract expiration date to June 30, 2007, while maintaining the construction completion date of January 9, 2007.

II. SUMMARY OF ISSUES

- On December 16, 2005 the Board of Directors approved a contract with Arntz Builders, Inc. for the construction of the service-building component of the MetroBase Project.
- The construction bid submitted by Arntz Builders identified a 365-day construction period and therefore the construction contract was written for a 365-day period commencing January 9, 2006 and ending January 9, 2007.
- As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after January 9, 2007.
- METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds.
- State permitting requirements and reviews, as well as weather, have resulted in a delay in the completion date for the construction of the service building.
- METRO is currently negotiating with Arntz Builders Inc. to determine how many days of delay will be allowed for the completion of construction.
- As construction activities are continuing it is necessary to amend the current contract with Arntz Builders to extend the expiration date of the contract in order for METRO to be able to pay the invoices for construction costs.

- It is recommended that the contract with Arntz Builders, Inc. be amended to extend the expiration date to June 30, 2007. This action will not change the construction completion date in the contract. A Change Order revising the date for the completion of construction activities and the assessment of liquidated damages will be presented to the Board for consideration once the negotiations with Arntz builders, Inc. are complete.

III. DISCUSSION

On December 16, 2005 the Board of Directors approved a contract with Arntz Builders, Inc. for the construction of the service-building component of the MetroBase Project. The construction bid submitted by Arntz Builders identified a 365-day construction period and therefore the construction contract was written for a 365-day period commencing January 9, 2006 and ending January 9, 2007. As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after January 9, 2007. METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds. State permitting requirements and reviews, as well as weather, have resulted in a delay in the completion date for the construction of the service building. METRO is currently negotiating with Arntz Builders Inc. to determine how many days of delay will be allowed for the completion of construction. As construction activities are continuing it is necessary to amend the current contract with Arntz Builders to extend the expiration date of the contract in order for METRO to be able to pay the invoices for construction costs.

It is recommended that the contract with Arntz Builders, Inc. be amended to extend the expiration date to June 30, 2007. This action will not change the construction completion date in the contract. A Change Order revising the date for the completion of construction activities and the assessment of liquidated damages will be presented to the Board for consideration once the negotiations with Arntz builders, Inc. are complete.

IV. FINANCIAL CONSIDERATIONS

The amendment of the contact with Arntz Builders, Inc. to extend the expiration date of the current contract will not have a financial impact on the MetroBase Project or the METRO Budget.

V. ATTACHMENTS

Attachment A: Contract Amendment #1-Arntz Builders, Inc./Santa Cruz Metropolitan Transit District

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 05-12
FOR CONSTRUCTION OF THE METROBASE FUELING AND SERVICING
FACILITY AND RELATED SITE WORK**

This First Amendment to Contract No. 05-12 for construction of the MetroBase fueling and servicing facility and related site work is made effective _____ between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and ARNTZ BUILDERS, INC. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for construction of the MetroBase fueling and servicing facility and related site work ("Contract") on January 9, 2006.
- 1.2 District desires to extend the contract until June 30, 2007 in order to continue making progress payments.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 3.02 Term is amended to include the following language:

The term of this contract is extended to June 30, 2007 in order to continue making progress payments to Contractor. This action does not constitute an extension of the construction completion date of January 9, 2007.

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.

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
ARNTZ BUILDERS, INC.

By _____
Donald M. Arntz
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

13.a2