

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
MARCH 23, 2007 (Fourth Friday of Each Month)
****SANTA CRUZ CITY COUNCIL CHAMBERS****
809 CENTER STREET
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 12:00 p.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. Terryn Davis, OTR/L, Dominican Hospital Re: Service Request
 - b. ?, OTR/L III, Dominican Hospital Re: Service Request
 - c. Pasha Hoth Wilson Re: Service Request
 - d. Patricia Laffoon Re: Service Request
 - e. Greg McLean Re: Service Request
 - f. Angela Pearson Re: Service Request
 - g. Carol Stanley Re: Service Request
 - h. Simone Rowland Re: Service Request
 - i. Antoine Zeiuf Re: Service Request
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF FEBRUARY 9 & 23, 2007 AND SPECIAL MINUTES OF FEBRUARY 23, 2007
Minutes: **REVISED PAGE #5-1.12 IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF FEBRUARY 2007
Report: Attached

- 5-4. CONSIDERATION OF TORT CLAIMS:
~~DENY THE CLAIM OF MICHELLE FRANKLIN, CLAIM #07-0005~~
DELETE CLAIM #07-0005: ACTION TAKEN AT THE MARCH 9, 2007 BOARD MEETING
DENY THE CLAIM OF THE HERTZ CORPORATION, CLAIM #07-0008
DENY THE CLAIM OF MARIA BALTAZAR, CLAIM #07-0009
DENY THE CLAIM OF CSE INSURANCE GROUP, CLAIM #07-0010
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MARCH 21, 2007 (No Minutes - no February meeting due to lack of quorum)
Agenda: Attached
- 5-6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF DECEMBER 2006
Staff Report: Attached
- 5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH AIRTEC SERVICE FOR HVAC MAINTENANCE SERVICES
Staff Report: Attached
- 5-8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MISSION UNIFORM AND LINEN SERVICE FOR UNIFORMS, FLAT GOODS AND LAUNDRY SERVICE
Staff Report: Attached
- 5-9. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-10. **CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2008 TDA AND STA CLAIMS**
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
- 5-11. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2006 AND APPROVAL OF BUDGET TRANSFERS**
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
- 5-12. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JANUARY 2007**
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
- 5-13. **ACCEPT AND FILE FEBRUARY 2007 RIDERSHIP REPORT**
Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
- 5-14. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2006**
Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Tavantzis
Staff Report: Attached

7. CONSIDERATION OF APPROVAL OF **RESOLUTION** OF APPRECIATION FOR THE SERVICES OF LAURA HARRELL AS A BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRASIT DISTRICT
Presented By: Chair Tavantzis
Resolution: Attached

8. **DELETED**
(CONSIDERATION OF MODIFICATIONS TO THE SANTA CRUZ METRO'S BYLAWS INCLUDING REFORMATTING THE REGULAR BOARD MEETINGS, ADDING LANGUAGE TO REQUIRE DIRECTORS TO FOLLOW CALIFORNIA LAW RE CONFLICTS OF INTEREST AND MAINTAINING CONTROL OF THE CONDUCT OF THE MEETINGS BY THE BOARD CHAIR)

9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH LNI CUSTOM MANUFACTURING, INC. FOR BUS STOP PASSENGER WAITING SHELTERS
Presented By: Tom Stickel, Maintenance Manager
Staff Report: Attached

10. CONSIDERATION OF REVIEW OF SCHEDULE EFFICIENCY OF 2005 AND 2006 BIDS
Presented By: Harlan Glatt, Sr. Database Administrator
Staff Report: **REVISED ATTACHMENT "B" IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**

11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH TRANSPORTATION MANAGEMENT AND DESIGN, INC. FOR SCHEDULE TRAINING IN HASTUS 2006
Presented By: Tom Stickel, Maintenance Manager
Staff Report: Attached

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH CREATIVE BUS SALES FOR PURCHASE OF ONE EACH TYPE 7 PARATRANSIT MEDIUM DUTY BUS AND TWO EACH RAISED TOP TRANSPORTER VANS
Presented By: Tom Stickel, Maintenance Manager
Staff Report: Attached

13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH UC SANTA CRUZ TO PASS THROUGH FUNDING FOR AIR DISTRICT BUS RAPID TRANSIT STUDY TO MONTEREY SALINAS TRANSIT AND TO DESIGNATE AN ADDITIONAL CORRIDOR FOR STUDY
Presented By: Mark Dorfman, Assistant General Manager
Staff Report: Attached
14. **DELETED: ACTION TAKEN AT THE MARCH 9, 2007 BOARD MEETING**
(CONSIDERATION OF AMENDING THE 2007 FEDERAL LEGISLATIVE PROGRAM TO INCLUDE A REQUEST FOR AN EARMARK OF \$2,000,000 IN THE FY 2008 TRANSPORTATION APPROPRIATIONS BILL FOR THE PACIFIC STATION REDEVELOPMENT PROJECT)
15. **DELETED: ACTION TAKEN AT THE MARCH 9, 2007 BOARD MEETING**
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE ARNTZ BUILDERS'S CHANGE ORDER #6 IN THE AMOUNT OF \$74,973.18 FOR ISSUES RELATING TO THE STREAMBED ALTERATION WITH CALIFORNIA DEPARTMENT OF FISH & GAME AGREEMENT FOR THE SERVICE & FUELING BUILDING COMPONENT OF THE METROBASE PROJECT)
16. **DELETED: ACTION TAKEN AT THE MARCH 9, 2007 BOARD MEETING**
(CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO JANUARY 28, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JULY 28, 2009)
17. **DELETED: ACTION TAKEN AT THE MARCH 9, 2007 BOARD MEETING**
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE WEST BAY BUILDERS'S CHANGE ORDER #1 CONTRACT TIME EXTENSION TO TWENTY ONE (21) CALENDAR DAYS FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT)
18. **CONSIDERATION OF APPROVAL OF FY 07-08 PRELIMINARY LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES**
Presented By: Elisabeth Ross, Finance Manager Advisor
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
19. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PROMETHEUS ENERGY FOR SUPPLY AND DELIVERY OF LIQUEFIED NATURAL GAS**
Presented By: Tom Stickel, Maintenance Manager
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**

20. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING FOR HIGHWAY 17 CONSOLIDATED SERVICE**
Presented By: Tom Stickel, Maintenance Manager
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
21. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE YEAR CONTRACT EXTENSION WITH AMTRAK FOR HIGHWAY 17 SERVICE**
Presented By: Tom Stickel, Maintenance Manager
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
22. **CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2007 LEGISLATIVE CONFERENCE**
Presented By: Dene Bustichi, Board Member; Mike Rotkin, Board Member; and Leslie R. White, General Manager
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
23. **CONSIDERATION OF SENDING A LETTER SUPPORTING THE CITY OF SANTA CRUZ REQUEST TO THE SCCRTC TO PROGRAM \$500,000 IN STIP AUGMENTATION FOR THE HIGHWAY 1/9 INTERSECTION IMPROVEMENT PROGRAM**
Presented By: Leslie R. White, General Manager
Staff Report: **IS INCLUDED IN THE MARCH 23, 2007 BOARD PACKET**
24. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
25. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Manuel Martinez vs. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)
 - b. Name of Case: Sonya McClure vs. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE MARCH 23, 2007 BOARD MEETING AGENDA

SECTION I:

OPEN SESSION:

CONSENT AGENDA:

REVISE ITEM #5-1 APPROVE REGULAR BOARD MEETING MINUTES OF FEBRUARY 9 & 23, 2007 AND SPECIAL MINUTES OF FEBRUARY 23, 2007
(Replace page # 5-1.12 with REVISED page)

ADD TO ITEM #5-4 CONSIDERATION OF TORT CLAIMS
(Insert Claim #07-0009 and Claim #07-0010; Delete Claim #07-0005)

ADD ITEM #5-10 CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2008 TDA AND STA CLAIMS
(Insert Staff Report)

ADD ITEM #5-11 ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2006 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

ADD ITEM #5-12 ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JANUARY 2007
(Insert Staff Report)

ADD ITEM #5-13 ACCEPT AND FILE FEBRUARY 2007 RIDERSHIP REPORT
(Insert Staff Report)

ADD ITEM #5-14 ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2006
(Insert Staff Report)

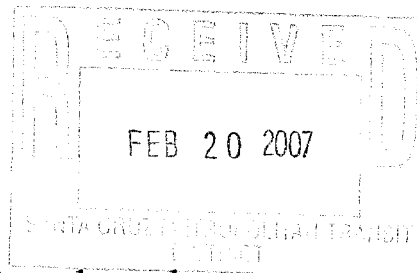
REGULAR AGENDA:

DELETE ITEM #8 CONSIDERATION OF MODIFICATIONS TO THE SANTA CRUZ METRO'S BYLAWS INCLUDING REFORMATTING THE REGULAR BOARD MEETINGS, ADDING LANGUAGE TO REQUIRE DIRECTORS TO FOLLOW CALIFORNIA LAW RE CONFLICTS OF INTEREST AND MAINTAINING CONTROL OF THE CONDUCT OF THE MEETINGS BY THE BOARD CHAIR

- ADD TO ITEM #10** CONSIDERATION OF REVIEW OF SCHEDULE EFFICIENCY OF 2005 AND 2006 BIDS
(Replace Attachment "B" with REVISED Attachment "B")
- DELETE ITEM # 14** CONSIDERATION OF AMENDING THE 2007 FEDERAL LEGISLATIVE PROGRAM TO INCLUDE A REQUEST FOR AN EARMARK OF \$2,000,000 IN THE FY 2008 TRANSPORTATION APPROPRIATIONS BILL FOR THE PACIFIC STATION REDEVELOPMENT PROJECT
(Deleted: Action taken at the March 9, 2007 Board Meeting)
- DELETE ITEM #15** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE ARNTZ BUILDERS'S CHANGE ORDER #6 IN THE AMOUNT OF \$74,973.18 FOR ISSUES RELATING TO THE STREAMBED ALTERATION WITH CALIFORNIA DEPARTMENT OF FISH & GAME AGREEMENT FOR THE SERVICE & FUELING BUILDING COMPONENT OF THE METROBASE PROJECT
(Deleted: Action taken at the March 9, 2007 Board Meeting)
- DELETE ITEM #16** CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO JANUARY 28, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JULY 28, 2009
(Deleted: Action taken at the March 9, 2007 Board Meeting)
- DELETE ITEM #17** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE WEST BAY BUILDERS'S CHANGE ORDER #1 CONTRACT TIME EXTENSION TO TWENTY ONE (21) CALENDAR DAYS FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT
(Deleted: Action taken at the March 9, 2007 Board Meeting)
- ADD ITEM #18** CONSIDERATION OF APPROVAL OF FY 07-08 PRELIMINARY LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES
(Insert Staff Report)
- ADD ITEM #19** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PROMETHEUS ENERGY FOR SUPPLY AND DELIVERY OF LIQUEFIED NATURAL GAS
(Insert Staff Report)
- ADD ITEM #20** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING FOR HIGHWAY 17 CONSOLIDATED SERVICE
(Insert Staff Report)

- ADD ITEM #21** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE YEAR CONTRACT EXTENSION WITH AMTRAK FOR HIGHWAY 17 SERVICE**
(Insert Staff Report)
- ADD ITEM #22** **CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2007 LEGISLATIVE CONFERENCE**
(Insert Staff Report)
- ADD ITEM #23** **REQUEST TO THE SCCRTC TO PROGRAM \$500,000 IN STIP AUGMENTATION FOR THE HIGHWAY 1/9 INTERSECTION IMPROVEMENT PROGRAM**
(Insert Staff Report)

Metro Board of Directors:



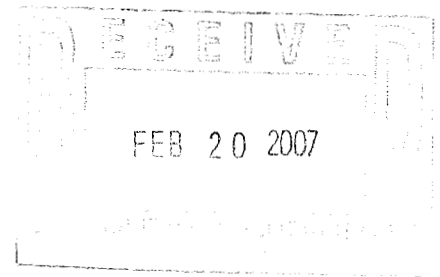
On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

Thank You,

Terry Davis OTR/c
Terry Davis OTR/c

2-a.1

Metro Board of Directors:



On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

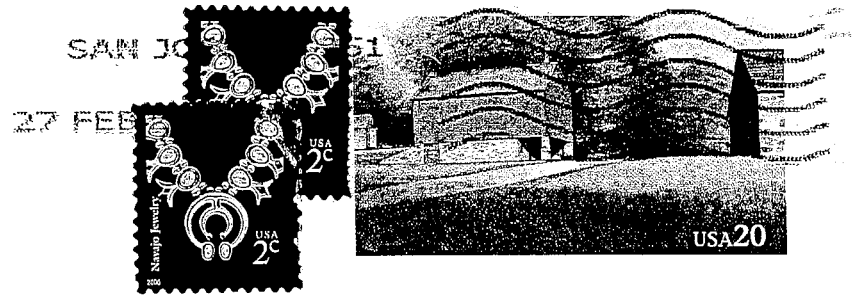
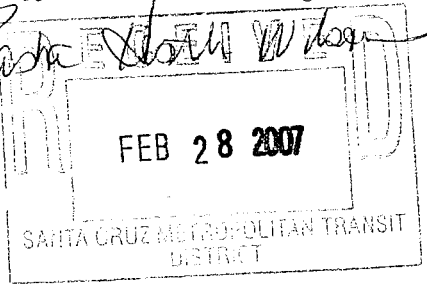
Thank You,

Jose R. Rivera III
Dominican Hospital

2-b.1

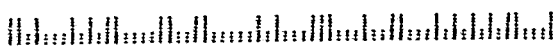
we seniors and disabled on Frederick Street require an alternative bus route to the dangerous and trafficy Soquel Ave. Therefore we ask that you reinstate bus service up Broadway with connection to the west side via Soobright as we had 3 years ago.

Tasha [unclear] [unclear]



Metro Board of Directors
370 Encinal St #100
Santa Cruz, CA 95060

173 USPS 1996



2-C.1

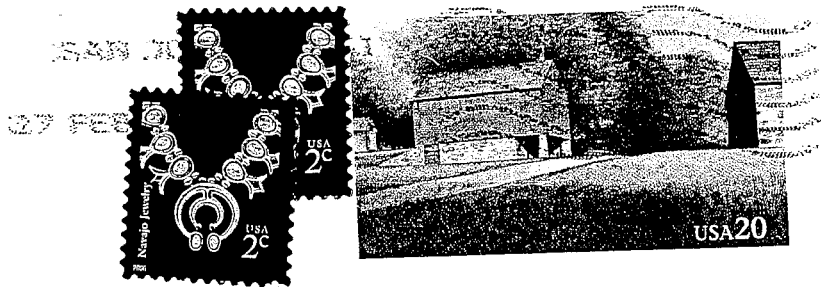
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

FEB 28 2007

Please reinstate bus service from Frederick St. to downtown via Broadway, with connections at Seabright to the west side.

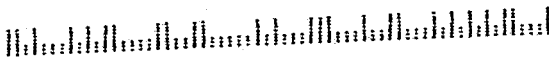
Crossing busy Soquel Drive to take other buses is difficult and dangerous for Senior and Disabled residents of La Posada and patients of Dominican Rehab.

Patricia Laffoon



Metro Board of Directors
370 Encinal St #100
Santa Cruz, CA 95060

173 USPS 1025



2-d.1

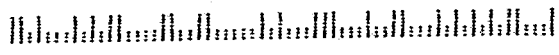
Please reinstate bus
service from Frederick St.
to downtown via Broadway
with connections at Seabright
to the Westside. Seniors and
disabled in this area require an
option to crossing dangerous
Soquel. Greg McLean (visit my dad)

FEB 28 2007



Metro Board of Directors
370 Encinal St #100
Santa Cruz, CA 95060

173 USPS 1995



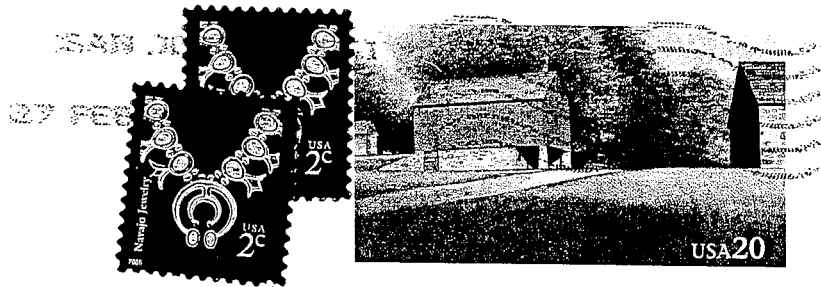
2-e.1

Dear Sirs,

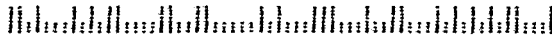
Please reinstate bus service on Frederick St. We (residents) who live at La Pasada really need this bus.

We take our lives in our hands everytime we have to cross Soquel avenue. You should try it sometime. Thank you for your consideration.

Sincerely,
Angela Pearson



Metro Board of Directors
370 Encinal St #100
Santa Cruz, CA 95060



2-f.1

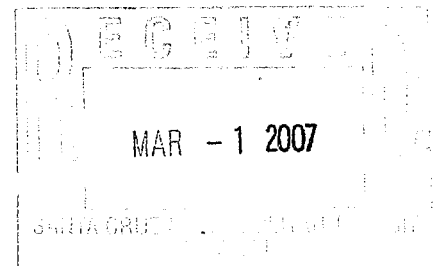


Metro Board of Directors
370 Encinal St #100
Santa Cruz, CA 95060

We the seniors & disabled
on Frederick St. require
an option to transfer on
heavy trafficed Soquel Ave.
We urge you to reinstate
our bus service up Broad-
way to connection on Sea-
bright to the westside,
as it was before.
Thank you.

Carol Stanley,

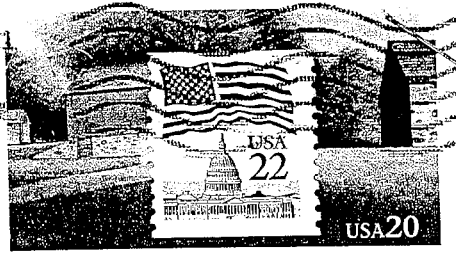
(Student)



2-g.1

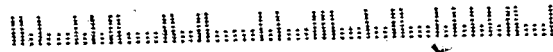
SAN JOSE CA 951

28 FEB 2007 PM 1



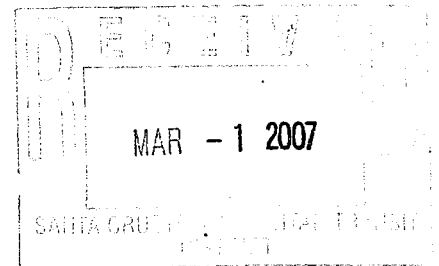
Metro Board of Directors
370 Encinal St # 100
Santa Cruz CA 95060

173 USPS 1995

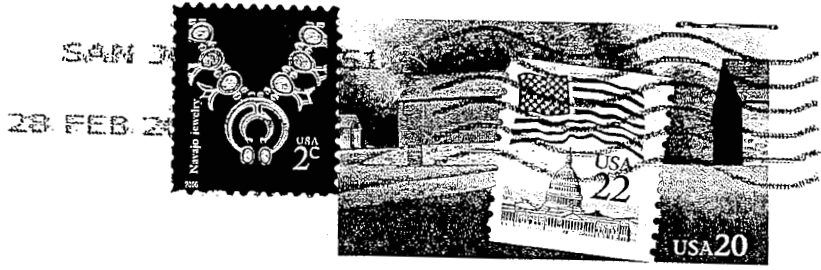


We the seniors & disabled
on Frederick St require
an option to bus transfer
on heavily trafficed Soquel
Ave. We urge you to
reinstate our bus service
up Broadway w/ connection
on Sebright. as we
enjoyed 3 years ago.
Thanks.

Simone ROWLAND
<de>



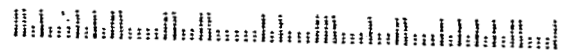
2-h.1



Metro Board of Directors
370 Encinal St # 100
Santa Cruz, CA 95060

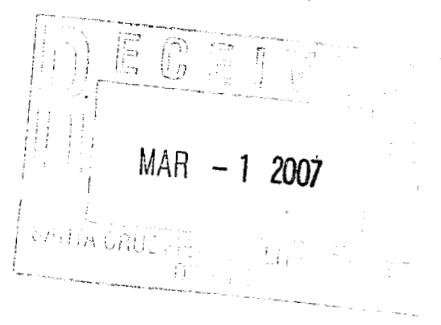
73

USPS 1955



We the seniors and disabled
on Fraderick st require
an option to transfer
on dangerous Soquel Ave.
We Urge you to consider
the reinstatement of our bus
service up Broadway to
connect to westside
via Seabright, as we
had prior. Thanks

Antoine Leinf



2-i.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

February 9, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, February 9, 2007 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA

Vice Chair Beautz called the meeting to order at 9:03 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

None

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Pat Aviles, Asst. HR Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Asst. General Manager
Mary Ferrick, Base Superintendent

Margaret Gallagher, District Counsel
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

Jose Herrera, UTU

Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Niro Mudra
- b. Celia Brown, County of SC
- c. Tom Stickel, SCMTD

- Re: Letter of gratitude
Re: Irrigation water run-off
Re: Irrigation water run-off

5-1.1

Chair Tavantzis thanked all the drivers and staff listed in the letter of gratitude, Item #2-a on today's Agenda.

3. LABOR ORGANIZATION COMMUNICATIONS

Jose Herrera, UTU, reported that despite limited police presence, there is still a safety issue at the Watsonville Transit Center (WTC). Mr. Herrera explained that a driver had been frightened last week when someone attempted to break into her bus at the WTC. Mr. Herrera stated he is concerned about the safety of the public and the drivers and urged the Board to reconsider this issue and provide more security.

DIRECTOR REILLY ARRIVED

Margaret Gallagher stated that this issue would be agendized for the next Board meeting.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A Revised Staff Report for Item #5-14 was distributed at today's meeting and is attached to the file copy of these minutes. Vice Chair Beautz reported that no action is needed on Item #13 today.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 12 & 26, 2007 AND REVISED PAGES 11 & 12 OF APRIL 28, 2006 MINUTES

Bob Yount requested that a correction be made to the January 26, 2007 Board Minutes. On page #5-1.12, the second sentence in the second paragraph under Oral Communications should read, "Mr. Yount also reported that MAC is in the process of having a MAC **during the next six months, MAC will be sending a representative on to the Elderly and Disabled Transportation Advisory Committee (E&D TAC) meetings to decide whether to have a voting representative there.**"¹

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2007

No questions or comments.

5-3. ACCEPT AND FILE JANUARY 2007 RIDERSHIP REPORT AND PAGES 1 OF THE DECEMBER 2006 RIDERSHIP REPORT

Page 1 of the January Ridership Report will be included in the February 23, 2007 Board Packet. No questions or comments.

¹ This correction has been made to the January 26, 2007 Draft Minutes and was redistributed to the Board for approval at the February 23, 2007 Board meeting.

5-1.2

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

Director Spence commented that E&D TAC only meets every other month, so six months may not be enough time for MAC to evaluate whether or not they want a voting representative. Les White offered to pass that information on to MAC.

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

Will be included in the February 23, 2007 Board Packet.
No questions or comments.

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

Will be included in the February 23, 2007 Board Packet.
No questions or comments.

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

No questions or comments.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF DECEMBER 2006

November report will be included in the February 23, 2007 Board Packet.
No questions or comments.

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)

No questions or comments.

5-11. ACCEPT AND FILE METROBASE STATUS REPORT

Director Spence reported that she had planted a Cape Honeysuckle in her yard and it failed miserably in the frost. This plant is included in the MetroBase landscaping.

5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ORTHOPAEDIC HOSPITAL FOR REVIEW OF PARACRUZ ELIGIBILITY SCREENING PROGRAM

5-1.3

Tom Stickel confirmed for Director Spence that the rate of compensation would remain the same at \$40 per assessment, up to \$2,000 per month.

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

Director Rotkin requested a summary regarding claims status and how successful METRO's relationship with this company has been, prior to the Board taking action on this Item in two weeks.

5-14. CONSIDERATION OF AN AGREEMENT WITH SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE NIGHT SERVICE

Mark Dorfman reported that the bid dates have been corrected in the REVISED Staff Report distributed today. Mr. Dorfman explained that the Boardwalk pays for this service each year which extends the starting point of the last Route 71 trip to include the Boardwalk for its employees.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the February 23, 2007 Board meeting.

7. CONSIDERATION OF APPROVAL OF RESOLUTION MODIFYING METRO'S BYLAWS

Will be included in the February 23, 2007 Board Packet.

Summary:

Margaret Gallagher stated that she is recommending two modifications: 1) Remove MASTF as an advisory group because it no longer exists; and 2) Change mileage reimbursement pursuant to IRS Publication 463, which is updated annually. Ms. Gallagher requested that the Board contact her with any other changes so they can be included in the Staff Report for the next Board meeting.

8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BATTERIES USA, INC. FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES

Summary:

Tom Stickel reported that this is a Regional Transit Coordinating Council (RTCC) purchase, which METRO participates in to obtain the best pricing by combining annual quantities from several participating transit agencies. This contract has been awarded to Batteries USA, Inc.

5-1.4

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR NICOL

Move Item #8 to the Consent Agenda

Motion passed unanimously with all Directors present.

9. CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET

Summary:

Angela Aitken reported that this budget revision addresses the fiscal impact of the Board approval of salary adjustments in January 2007.

Discussion:

Director Rotkin suggested that going forward, it would be helpful for the report to explain the reasoning of why funds are moved from certain accounts into others.

10. CONSIDERATION OF RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Move Item #10 to the Consent Agenda

Motion passed unanimously with all Directors present.

11. CONSIDERATION OF RESOLUTION AUTHORIZING ADDITION AND DELETION OF SIGNED ON THE DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH COMERICA BANK

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR REILLY

Adopt Resolution to add a signer and delete a signer to the Comerica deposit account for the workers' compensation trust fund

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

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF SEVEN COMPACT SEDANS

5-1.5

Summary:

Tom Stickel reported that METRO uses a variety of leased shuttle vehicles to get operators back and forth to their buses and meal breaks. METRO has purchased three of the vehicles which are working out well and would like to purchase seven more.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Move Item #12 to the Consent Agenda

Motion passed unanimously with all Directors present.

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**

Summary:

Les White reported that no action is needed on this Item today because Staff is currently negotiating with Arntz Builders, Inc. to determine how many days of delay will be allowed for the completion of construction. A Change Order revising the date for the completion of construction and the assessment of liquidated damages will be presented to the Board for consideration once the negotiations with Arntz Builders, Inc. are complete.

Mr. White explained that 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.

Mr. White stated that Staff would be reviewing the contract with West Bay Builders and possibly recommending that a time buffer be added to the end of the construction contract to allow for administrative issues.

ADJOURN

There being no further business, Vice Chair Beautz adjourned the meeting at 9:35 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

5-1.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

February 23, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, February 23, 2007 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA

Chair Tavantzis called the meeting to order at 9:01 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Kirby Nicol
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
Pat Aviles, Asst. HR Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Asst. General Manager
Mary Ferrick, Base Superintendent

Margaret Gallagher, District Counsel
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

Eileen Pavlik, SEA/SEIU
Amy Weiss, Spanish Interpreter

Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | | |
|----|---------------------------|-----|--------------------------|
| a. | Niro Mudra | Re: | Letter of gratitude |
| b. | Celia Brown, County of SC | Re: | Irrigation water run-off |

5-1.7

- | | | | |
|-----------|-------------------------------------|------------|--------------------------|
| c. | Tom Stickel, SCMTD | Re: | Irrigation water run-off |
| <u>d.</u> | <u>Lynn Gallagher</u> | <u>Re:</u> | <u>Service Request</u> |
| <u>e.</u> | <u>Ryan McKowan</u> | <u>Re:</u> | <u>Service Request</u> |
| <u>f.</u> | <u>Leslie Shipley</u> | <u>Re:</u> | <u>Service Request</u> |
| <u>g.</u> | <u>Diane O'Rourke & Ed Poty</u> | <u>Re:</u> | <u>Service Request</u> |
| <u>h.</u> | <u>Ernestina Zolorzano</u> | <u>Re:</u> | <u>Service Request</u> |

Director Spence pointed out that the first name listed for Item # 2-e on today's Agenda is incorrect and should be Roger.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Chair Tavantzis reported that the Board would hold a Special Meeting immediately following today's Regular Meeting to consider authorizing the General Manager to execute an agreement with PG&E for the MetroBase Project and that this issue came up after the posting of the Regular Agenda and there is a need to take action prior to the next Regular Board Meeting. Margaret Gallagher added that the Special Meeting Agenda was properly posted.

SECTION I:
OPEN SESSION:

ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION
(Insert additional written communication)

CONSENT AGENDA:
REVISE ITEM #5-1

APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 12 & 26, 2007 AND REVISED PAGES 11 & 12 OF APRIL 28, 2006 MINUTES
(Replace page # 5-1.12 with REVISED page)

ADD TO ITEM #5-3

ACCEPT AND FILE JANUARY 2007 RIDERSHIP REPORT AND PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT
(Insert page 1 of the January 2007 Ridership Report)

INSERT ITEM #5-4

CONSIDERATION OF TORT CLAIMS
(Insert Claim)

REVISE ITEM #5-5

ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 21, 2007 AND MINUTES OF DECEMBER 20, 2006
(Replace Agenda with REVISED Agenda)

INSERT ITEM #5-6

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

INSERT ITEM #5-7

ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR NOVEMBER 2006
(Insert Report)

5-1.8

- INSERT ITEM #5-9** ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF DECEMBER 2006
(Insert Staff Report)
- ADD TO ITEM #5-13** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SEDGWICK CMS, PREVIOUSLY OCTAGON RISK SERVICES FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS
(Insert Supplemental Staff Report)
- ADD ITEM #5-18** ACCEPT AND FILE OMNIBUS HISTORY INFORMATION INTRODUCED AT THE JANUARY 26, 2007 BOARD MEETING WHICH WAS REQUESTED TO BE INCLUDED IN A FUTURE BOARD OF DIRECTORS AGENDA PACKET
(Insert Staff Report)
- ADD ITEM #5-19** ACCEPT AND FILE EQUAL EMPLOYMENT OPPORTUNITY PLAN STATISTICAL INFORMATION
(Insert Staff Report)
- ADD ITEM #5-20** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PAT PIRAS CONSULTING FOR CONSULTANT SERVICES SPECIFICALLY FOR ADA/504 MATTERS
(Insert Staff Report)
- ADD ITEM #5-21** ACCEPT AND FILE INFORMATION REGARDING SECURITY AT WATSONVILLE TRANSIT CENTER
(Insert Staff Report)
- REGULAR AGENDA:**
INSERT ITEM #7 CONSIDERATION OF APPROVAL OF RESOLUTION MODIFYING METRO'S BYLAWS TO ELIMINATE MASTF AS AN ADVISORY GROUP AND TO USE IRS PUBLICATION 463 TO DETERMINE MILEAGE REIMBURSEMENT
(Insert Staff Report)
- REPLACE ITEM #9** CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET
(Replace Staff Report with REVISED Staff Report)
- REPLACE ITEM #10** CONSIDERATION OF RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK
(Replace Staff Report with REVISED Staff Report)
- DELETE ITEM # 11** CONSIDERATION OF RESOLUTION AUTHORIZING ADDITION AND DELETION OF SIGNERS ON THE DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH COMERICA BANK
(Deleted: Action taken at the February 9, 2007 Board Meeting)
- REPLACE ITEM #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~~ **JULY 31**, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007
(Replace Staff Report with REVISED Staff Report)

5-1.9

- ADD ITEM #14** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ATCHISON, BARISONE, CONDOTTI & KOVACEVICH FOR LEGAL SERVICES IN THE ACQUISITION OF REAL PROPERTY AND RELATED ISSUES SUCH AS RELOCATION SERVICES, AS THEY RELATE TO THE METROBASE PROJECT**
(Insert Staff Report)

CONSENT AGENDA

- 5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 12 & 26, 2007 AND REVISED PAGES 11 & 12 OF APRIL 28, 2006 MINUTES**
- 5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2007**
- 5-3. **ACCEPT AND FILE JANUARY 2007 RIDERSHIP REPORT AND PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT**
- 5-4. **CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF EVA GUEVARA-FIERRO, CLAIM #07-0007**
- 5-5. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 21, 2007 AND MINUTES OF DECEMBER 20, 2006**
- 5-6. **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 NOVEMBER 2006**
- 5-8. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF NOVEMBER 2006**
- 5-9. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF DECEMBER 2006**
- 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)**
- 5-11. **ACCEPT AND FILE METROBASE STATUS REPORT**
- 5-12. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ORTHOPAEDIC HOSPITAL FOR REVIEW OF PARACRUZ ELIGIBILITY SCREENING PROGRAM**
- 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**
- 5-14. **CONSIDERATION OF AN AGREEMENT WITH SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE NIGHT SERVICE**
- 5-15. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BATTERIES USA, INC. FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES**

(Moved to Consent Agenda at the February 9, 2007 Board Meeting. Retained original numbering as Item #8)

5-1.10

- 5-16. CONSIDERATION OF RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK
(Moved to Consent Agenda at the February 9, 2007 Board Meeting. Retained original numbering as Item #10)
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF SEVEN COMPACT SEDANS
(Moved to Consent Agenda at the February 9, 2007 Board Meeting. Retained original numbering as Item #12)
- 5-18. ACCEPT AND FILE OMNIBUS HISTORY INFORMATION INTRODUCED AT THE JANUARY 26, 2007 BOARD MEETING WHICH WAS REQUESTED TO BE INCLUDED IN A FUTURE BOARD OF DIRECTORS AGENDA PACKET
- 5-19. ACCEPT AND FILE EQUAL EMPLOYMENT OPPORTUNITY PLAN STATISTICAL INFORMATION
- 5-20. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PAT PIRAS CONSULTING FOR CONSULTANT SERVICES SPECIFICALLY FOR ADA/504 MATTERS
- 5-21. ACCEPT AND FILE INFORMATION REGARDING SECURITY AT WATSONVILLE TRANSIT CENTER

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SKILLICORN

Approve the Consent Agenda

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote for Item #5-16 with all Directors present.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employees were awarded longevity certificates for their years of service:

TEN YEARS

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

7. CONSIDERATION OF APPROVAL OF RESOLUTION MODIFYING METRO'S BYLAWS TO ELIMINATE MASTF AS AN ADVISORY GROUP AND TO USE THE IRS PUBLICATION 463 TO DETERMINE MILEAGE REIMBURSEMENT

Summary:

Margaret Gallagher reported that, generally, on an annual basis, the Board reviews its Bylaws to determine if any modifications are warranted. Staff is recommending two modifications: 1) Remove MASTF as an advisory group because it no longer exists; and 2) Change mileage

5-1.11

REVISED

reimbursement from a hard number to be pursuant to IRS Publication 463, which is updated annually.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Approve Resolution modifying METRO's Bylaws to remove MASTF from Section 14.01(b) and allow mileage reimbursement in Exhibit B, pursuant to IRS Publication 463, updated annually

Discussion:

Margaret Gallagher reported that Director Spence **had contacted her and** suggested the following additional modifications:

- 1) In Section 11.01c, include that remarks shall not be addressed to METRO Staff; and
- 2) In Section 15.01(b), change Santa Cruz Metro Center to Pacific Station.

As the maker of the motion, Director Rotkin stated that he accepts **considers** Director Spence's 2nd recommendation as **to be** a friendly amendment, but not the 1st. Director Spence clarified that her concern was with the public verbally addressing Staff at Board meetings.

Several Directors, including the second of the motion, Director Hagen, agreed with Director Rotkin to accept the Pacific Station name change today, but not the suggestion to include Staff in Section 11.01c and the motion was amended as follows:

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Approve Resolution modifying METRO's Bylaws to remove MASTF from Section 14.01(b) and allow mileage reimbursement in Exhibit B, pursuant to IRS Publication 463, updated annually. Change Santa Cruz Metro Center to Pacific Station in Section 15.01(b).

Discussion:

Director Spence suggested the following additional modification:

- 3) In Section 13.03, include that if a conflict of interest is disclosed, a Director must completely leave the room, rather than abstain from voting, according to Ethics training.

Direction: Chair Tavantzis directed Staff to bring back recommendations for other modifications to the Bylaws at a later date. Including in Section 13.03 that it must be consistent with AB 1234 would address this specific issue.

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

9. CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET

 **REVISED**

5-1.12

Summary:

Mark Dorfman reported that this Revised Staff Report states that the current Sales Tax revenue trend has shown significant increase, which will be sufficient to cover the budget revision on a long-term basis for the salary adjustments the Board approved in January 2007.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve Resolution revising the FY 06-07 budget in accordance with Exhibit A

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

- 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 JULY 31, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007**

Summary:

Les White reported that METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later contract expiration date for the close-out of all outstanding cost issues and release of any retained funds. This amendment extends the contract completion date in order for METRO to be able to pay the invoices for construction costs submitted after January 9, 2007.

Staff is currently negotiating with Arntz Builders, Inc. to determine how many days of justified delay will be allowed for the completion of construction. A Change Order revising the date for the completion of construction and the assessment of liquidated damages will be presented to the Board for consideration once the negotiations with Arntz Builders, Inc. are complete.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Authorize an amendment to the contract with Arntz Builders, Inc. that extends the contract expiration date to July 31, 2007, while maintaining the construction completion date of January 9, 2007

Motion passed unanimously with all Directors present.

- 14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ATCHISON, BARISONE, CONDOTTI & KOVACEVICH FOR LEGAL SERVICES IN THE ACQUISITION OF REAL PROPERTY AND RELATED ISSUES SUCH AS RELOCATION SERVICES, AS THEY RELATE TO THE METROBASE PROJECT**

5-1.13

Summary:

Margaret Gallagher reported that METRO is in the process of negotiating land purchase for the MetroBase Project and is in need of outside counsel to assist METRO in the acquisition of real property and related issues such as relocation services related to current tenants of properties being acquired by METRO. The City Attorney's office is well qualified and METRO has worked with them in the past.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SKILLICORN

Authorize the General Manager to execute a contract with Atchison, Barisone, Condotti & Kovacevich for legal services in the acquisition of real property and related issues such as relocation services, as they relate to the MetroBase Project

Motion passed unanimously with all Directors present.

Director Spence asked if the Board should reconsider Item #10 because the revised Staff Report has two names rather than one. Chair Tavantzis informed Director Spence that the Item had been moved to Consent as Item #5-16 and was approved with the Consent Agenda.

Les White reported that METRO has employed an Assistant Finance Manager, whose name had been added to the revised Staff Report. Mr. White explained that when the Board approved moving the Staff Report from the Regular Agenda to the Consent Agenda at the last meeting, it was not approving the Staff Report, but simply moving its position on the Agenda and by taking action as part of the Consent Agenda today, the Board has recognized the revised Staff Report.

Chair Tavantzis adjourned to Special Open Session at 9:22 a.m. and reconvened to Open Session at 9:25 a.m.

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

Margaret Gallagher reported that the Board would 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 Tavantzis adjourned to Closed Session at 9:26 a.m. and reconvened to Open Session at 9:45 a.m.

SECTION III: RECONVENE TO OPEN SESSION

5-1.14

17. REPORT OF CLOSED SESSION

Margaret Gallagher reported that the Board gave instructions to its Property Negotiators and that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Chair Tavantzis adjourned the meeting at 9:45 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-1.15

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

February 23, 2007

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, February 23, 2007 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Tavantzis called the meeting to order at 9:22 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

STAFF PRESENT

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

Margaret Gallagher, District Counsel
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

Eileen Pavlik, SEA/SEIU
Amy Weiss, Spanish Interpreter

Bob Yount, MAC

5-1.16

2. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR GAS AND ELECTRIC SERVICES FOR THE SERVICE & FUELING COMPONENT OF THE METROBASE PROJECT

Summary:

Frank Cheng reported METRO applied for PG&E electrical and gas services for the MetroBase Project property at 1122 River Street and PG&E has proposed an agreement to provide connections to the property line for these services for a one-time payment of \$23,576.91. Arntz Builders will complete the work from the property line to the facility as part of the construction contract. PG&E will not commence work until the proposed Agreement is fully executed paid in full.

Discussion:

Director Rotkin questioned why PG&E requires the payment up front. Mr. Cheng replied that it is PG&E's policy to not accept a purchase order. Director Beautz expressed concern about PG&E often being behind schedule. Mr. Cheng replied that PG&E has indicated a zero-day waiting period to commence work once the agreement is approved and the fee paid.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Authorize the General Manager to execute an agreement with Pacific Gas & Electric for gas and electrical services for the Service & Fueling component of the MetroBase Project in the amount of \$23,576.91

Motion passed unanimously with all Directors present.

ADJOURN

There being no further business, Chair Tavantzis adjourned the meeting at 9:25 a.m.

Respectfully submitted,



CINDI THOMAS

Administrative Services Coordinator

5-1.17

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

DATE: 02/01/07 THRU 02/28/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20863	02/02/07	86.23	001	SBC		10792	JAN REPEATERS/OPS	86.23	
20864	02/02/07	43,190.00	001035	HARRIS & ASSOCIATES		10793	MB DEC 06 PROF SVCS	43,190.00	
20865	02/02/07	11,190.18	001043	VISION SERVICE PLAN		10794	FEB VISION INS	11,190.18	
20866	02/02/07	7,784.60	001063	NEW FLYER INDUSTRIES LIMITED		10865	REV VEH PARTS 2388	2,387.62	
						10866	REV VEH PARTS 18	18.02	
						10867	REV VEH PARTS 676	703.97	
						10868	REV VEH PARTS 4675	4,674.99	
20867	02/02/07	807.50	001064	MUNICIPAL MAINTENANCE EQUIPMNT		10795	OUT REPAIR-EQUIPMENT	807.50	
20868	02/02/07	59.53	001112	BRINKS AWARDS & SIGNS	7	10796	PLATE/PLAQUE/ADM	59.53	
20869	02/02/07	115.03	001230	CAPITOL CLUTCH & BRAKE, INC.		10869	REV VEH PARTS	115.03	
20870	02/02/07	66,801.82	001316	DEVCO OIL		10870	1/16-1/28 FUEL-FLT	66,801.82	
20871	02/02/07	400.00	001346	CITY OF SANTA CRUZ		10797	PERMITS/MB THRU 2009	400.00	
20872	02/02/07	146.40	001365	BORTNICK, ROBERT S. & ASSOC.	7	10798	PROF/TECH 1/7-1/8	146.40	
20873	02/02/07	1,163.00	001708	SANTA CRUZ AREA TMA		10799	2007 ANN MEMB DUES	1,163.00	
20874	02/02/07	17.86	001733	STOODLEY'S SMALL ENGINE SERVIC	7	10800	REPAIRS/MAINTENANCE	17.86	
20875	02/02/07	999.60	001800	THERMO KING OF SALINAS, INC		10871	REV VEH PARTS	999.60	
20876	02/02/07	1,960.00	001857	SWRCB FEES		10801	STORM WATER PERMIT	500.00	
						10802	STORM WATER PERMIT	1,460.00	
20877	02/02/07	15.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		10803	QUARTERLY COPY CHRG	15.00	
20878	02/02/07	140.79	002063	COSTCO		10804	OFFICE SUPPLIES	52.73	
						10805	LOCAL MEETING EXP	12.16	
						10872	PHOTO PROC OPS	15.31	
						10873	PHOTO PROC OPS	16.78	
						10874	PHOTO PROC OPS	43.81	
20879	02/02/07	18,746.00	002123	GIRO, INC.		10806	MAINT/HASTUS-VEHICLE	18,746.00	
20880	02/02/07	64.60	002240	KLEEN-RITE	7	10814	REPAIRS/MAINTENANCE	64.60	
20881	02/02/07	26,586.00	002295	FIRST ALARM		10875	DEC SECURITY	26,586.00	
20882	02/02/07	49.17	002504	TIFCO INDUSTRIES		10876	PARTS & SUPPLIES	49.17	
20883	02/02/07	320.00	002567	DEPARTMENT OF JUSTICE		10807	DEC FINGERPRINTS	320.00	
20884	02/02/07	2,200.00	002654	VNA OF SANTA CRUZ	7	10808	FLU SHOTS	2,200.00	
20885	02/02/07	391.63	002817	WATSONVILLE BLUEPRINT		10809	MB PLANS/RELOT	391.63	
20886	02/02/07	627.00	002847	STATE OF CA-EDD		10810	PARADISE LEVY	627.00	
20887	02/02/07	150.71	002861	AMERICAN MESSAGING SVCS, LLC		10893	FEB PAGER/FLT	31.80	
						10895	FEB PAGER/FAC	118.91	
20888	02/02/07	7,500.00	002872	CPS EXECUTIVE SEARCH		10811	PROF/TECH SVCS/HRD	7,500.00	
20889	02/02/07	334.44	002877	CREST TALMADGE SALES INC.		10877	CLEANING SUPPLIES	334.44	
20890	02/02/07	195.00	002885	MONSTER, INC		10812	1/07-1/08 JOB POST	195.00	
20891	02/02/07	181.25	002897	ERVIN, EUGENE		10878	BUS ANNOUNCE AUDIT	181.25	
20892	02/02/07	787.50	002904	CIDDO-MORRIS ASSOCIATES		10813	WORKERS COMP	787.50	
20893	02/02/07	1,111.86	009	PACIFIC GAS & ELECTRIC		10815	12/14-01/13 RESEARCH	1,111.86	
20894	02/02/07	7.40	034	BLUEPRINT EXPRESS	7	10816	BLUEPRINTS FOR MB	7.40	
20895	02/02/07	195.86	061	REGISTER PAJARONIAN		10817	PUB NOTICE ADM 01/12	195.86	
20896	02/02/07	95.65	061A	REGISTER PAJARONIAN		10879	CLASS ADV-FLT	95.65	
20897	02/02/07	30.35	074	KENVILLE LOCKSMITHS	7	10880	REV VEH PARTS	30.35	
20898	02/02/07	49.21	123	BAY PHOTO LAB		10818	PHOTO PROCESS/PT	49.21	
20899	02/02/07	2,036.60	130	CITY OF WATSONVILLE UTILITIES		10819	11/3-1/4 RODRIGUEZ	41.87	
						10820	11/3-01/04 RODRIGUEZ	63.55	
						10821	11/3-1/4 RODRIGUEZ	572.94	
						10822	CONTAINER/RODRIGUEZ	1,358.24	
20900	02/02/07	255.53	147	ZEE MEDICAL SERVICE CO.		10823	SAFETY SUPPLIES	255.53	

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20901	02/02/07	1,673.82	157	DELL MARKETING L.P.		10824	OFFICE EQUIPMENT	1,673.82	
20902	02/02/07	40.57	186	WILSON, GEORGE H., INC.		10825	REPAIRS/MAINTENANCE	40.57	
20903	02/02/07	87.09	215	IKON OFFICE SOLUTIONS		10826	12/19-1/19 MAINT/ADM	87.09	
20904	02/02/07	22,214.00	247	AUTOMATIC DOOR SYSTEMS, INC.		10827	INSTALL DOOR/PACIFIC	22,214.00	
20905	02/02/07	181.06	282	GRAINGER		10881	CLEAN SUPP/PARTS	181.06	
20906	02/02/07	204.40	372	FEDERAL EXPRESS		10882	DEC MAIL/CHINA GRADE	28.53	
						10883	DEC MAIL-ADMIN	175.87	
20907	02/02/07	104.03	395	APPLIED GRAPHICS, INC.		10884	OFFICE SUPPLIES	104.03	
20908	02/02/07	218.60	422	IMAGE SALES INC.		10828	PHOTO SUPPLIES/HRD	218.60	
20909	02/02/07	60.78	434	VERIZON WIRELESS		10829	WIRELESS PC CARD	60.78	
20910	02/02/07	53.22	434B	VERIZON CALIFORNIA		10885	MT. BIEWLASKI	53.22	
20911	02/02/07	603.19	436	WEST PAYMENT CENTER		10830	ACCESS CHGS/O7 CODE	603.19	
20912	02/02/07	575.00	478	BEE CLENE	0	10831	CARPET/VERNON	575.00	
20913	02/02/07	2,776.07	480	DIESEL MARINE ELECTRIC, INC.		10886	REV VEH PARTS	2,776.07	
20914	02/02/07	333.00	481	PIED PIPER EXTERMINATORS, INC.		10832	JAN PEST CONTROL	333.00	
20915	02/02/07	389,324.77	502	CA PUBLIC EMPLOYEES'		10833	FEB MEDICAL INS	389,324.77	
20916	02/02/07	91.93	546	GRANITE ROCK COMPANY		10834	CLAS 2 AGG BASE/MB	91.93	
20917	02/02/07	246.94	582	TOYOTA OF SANTA CRUZ		10887	REV VEH PTS/RPR	246.94	
20918	02/02/07	1,299.44	647	GFI GENFARE		10888	REV VEH PARTS	659.24	
						10889	REV VEH PARTS	640.20	
20919	02/02/07	74.39	667	CITY OF SCOTTS VALLEY		10835	11/15-1/15 KINGS VLG	74.39	
20920	02/02/07	1,075.35	733	CLAREMONT BEHAVIORAL SERVICES		10836	FEB EAP PREMIUMS	1,075.35	
20921	02/02/07	345.60	739	CENTURY CHEVROLET		10837	OUT REP REV VEH/PT	345.60	
20922	02/02/07	124.85	760	SCMTD PETTY CASH - PARACRUZ		10838	PETTY CASH/PT	124.85	
20923	02/02/07	290.64	788	SCMTD PETTY CASH - FINANCE		10839	PETTY CASH/FINANCE	290.64	
20924	02/02/07	39,208.77	800	DELTA DENTAL PLAN		10840	FEB DENTAL	39,208.77	
20925	02/02/07	59.35	848	SANTA CRUZ ELECTRONICS, INC.		10841	COMPUTER SUPPLIES/IT	59.35	
20926	02/02/07	1,778.50	852	LAW OFFICES OF MARIE F. SANG	7	10842	WORKERS COMP CLAIMS	1,198.00	
						10843	WORKERS COMP CLAIMS	580.50	
20927	02/02/07	499.00	861	EMPLOYER RESOURCE INSTITUTE		10844	2/07-2/09 SUBSCRIPT	499.00	
20928	02/02/07	30.00	880	SEISINT, INC.		10845	PROF/TECH SVC/RISK	30.00	
20929	02/02/07	48.60	887	NEOPOST, INC		10846	OFFICE SUPPLIES	48.60	
20930	02/02/07	49,875.88	904	RNL DESIGN		10847	PROF SVCS THRU 11/30	30,546.56	
						10848	PROF SVC THRU 12/31	19,329.32	
20931	02/02/07	10.83	946	ACME AND SONS		10890	FENCE RENT- DUBOIS	10.83	
20932	02/02/07	503,721.90	948	ARNTZ BUILDERS, INC.		10849	CONST SVC MB-12/30	503,721.90	
20933	02/02/07	55,969.10	948A	WESTAMERICA BANK TRUST DEPT		10850	DEC RETAINAGE	55,969.10	
20934	02/02/07	8,449.46	977	SANTA CRUZ TRANSPORTATION, LLC		10851	DEC 06 PT SVCS	8,449.46	
20935	02/02/07	100.00	B003	BEAUTZ, JAN	7	10854	JAN BOARD MTG	100.00	
20936	02/02/07	50.00	B006	HINKLE, MICHELLE	7	10857	JAN BOARD MTG	50.00	
20937	02/02/07	100.00	B011	REILLY, EMILY	7	10859	JAN BOARD MTG	100.00	
20938	02/02/07	100.00	B012	SPENCE, PAT	7	10861	JAN BOARD MTG	100.00	
20939	02/02/07	100.00	B014	CITY OF WATSONVILLE		10863	JAN BOARD MTG	100.00	
20940	02/02/07	100.00	B015	ROTKIN, MIKE	7	10860	JAN BOARD MTG	100.00	
20941	02/02/07	100.00	B017	STONE, MARK	7	10862	JAN BOARD MTG	100.00	
20942	02/02/07	100.00	B018	BUSTICHI, DENE	7	10855	JAN BOARD MTG	100.00	
20943	02/02/07	50.00	B020	NICOL, KIRBY	7	10858	JAN BOARD MTG	50.00	
20944	02/02/07	100.00	B021	HAGEN, DONALD N.		10856	JAN BOARD MTG	100.00	
20945	02/02/07	65.00	E048	MARTINEZ, MARK		10891	DMV FEES	65.00	
20946	02/02/07	122.66	M117	POLANCO, ANDRES		10892	MED PYMT SUPPLEMENT	122.66	

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20947	02/02/07	1,566.76	R477 SCHNEEBERGER, JAMES		10852	SETTLEMENT/RISK	1,566.76	
20948	02/02/07	436.05	R478 CSAA - IIB		10853	SETTLEMENT/RISK	436.05	
20950	02/16/07	15,000.00	001017 J. KAEUPER AND COMPANY	7	10897	APPRAISAL REVIEW SVC	15,000.00	
20951	02/16/07	3,583.23	001036 STANDARD INSURANCE COMPANY		10898	FEB LIFE/AD&D INS	3,583.23	
20952	02/16/07	2,222.20	001052 MID VALLEY SUPPLY		10899	CLEANING SUPPLIES	2,131.27	
					10985	CLEANING SUPPLIES	90.93	
20953	02/16/07	94.68	001057 AMERICAN CLEANWAY, INC.		10900	REPAIRS/MAINTENANCE	94.68	
20954	02/16/07	13,067.03	001063 NEW FLYER INDUSTRIES LIMITED		10986	REV VEH 221	221.33	
					10987	REV VEH PARTS 848	847.50	
					10988	REV VEH PARTS 368	368.08	
					10989	REV VEH PARTS 61	61.35	
					10990	REV VEH PARTS 757	757.34	
					10991	REV VEH PARTS 2553	2,552.73	
					10992	REV VEH PARTS 3415	3,415.05	
					10993	REV VEH PARTS 535	534.99	
					10994	REV VEH PARTS 1366	1,366.40	
					10995	REV VEH PARTS 64	63.32	
					10996	REV VEH PARTS 1583	1,583.12	
					10997	REV VEH PARTS 1296	1,295.82	
20955	02/16/07	11,464.36	001075 SOQUEL III ASSOCIATES	7	9000859	RESEARCH PARK RENT	11,464.36	
20956	02/16/07	7,590.00	001076 BROUGHTON LAND, LLC		9000860	110 VERNON ST RENT	7,590.00	
20957	02/16/07	294.00	001093 KROLL LABORATORY SPECIALISTS		10901	JAN DRUG TESTING	294.00	
20958	02/16/07	1,407.00	001119 MACERICH PARTNERSHIP LP	7	9000861	CAPITOLA MALL RENT	1,407.00	
20959	02/16/07	417.71	001263 ABBOTT STREET RADIATOR, INC.		10998	OUT RPR REV VEH	417.71	
20960	02/16/07	369.22	001315 WASTE MANAGEMENT		10902	JAN RESEARCH PARK	170.56	
					10903	JAN MT HERMON/KINGS	44.10	
					10904	JAN KINGS VILLAGE	154.56	
20961	02/16/07	82,286.54	001316 DEVCO OIL		10999	FLT FUEL 1/29-1/31	18,182.84	
					11000	FUEL FLT 2/1-2/12	64,103.70	
20962	02/16/07	889.20	001379 SAFETY-KLEEN SYSTEMS, INC.		10905	HAZ WASTE DISPOSAL	889.20	
20963	02/16/07	2,132.64	001506 WESTERN STATES OIL CO., INC.		11001	LUB/FUEL FLT	2,132.64	
20964	02/16/07	2,017.00	001523 SANTA CRUZ MEDICAL CLINIC	7	10906	MEDICAL EXAMS/PT	66.00	
					10907	MEDICAL EXAMS	1,278.00	
					11002	MED EXAMS-OPS	330.00	
					11003	MED EXAMS-FLT	343.00	
20965	02/16/07	186.23	001585 OLIVE SPRINGS QUARRY, INC.		10908	REPAIRS/MAINTENANCE	186.23	
20966	02/16/07	10,456.66	001648 STEVE'S UNION SERVICE		10909	JAN FUEL/PT	10,456.66	
20967	02/16/07	3,782.79	001A AT&T/MCI		10910	JAN PHONES/IT	1,484.49	
					10911	JAN PHONES	1,758.33	
					10912	JAN PHONES/PT	45.47	
					10913	JAN PHONES/PT	494.50	
20968	02/16/07	144.00	002034 CARLON'S FIRE EXTINGUISHER		10914	OUT REPAIR/EQUIP	144.00	
20969	02/16/07	3,704.25	002035 BOWMAN & WILLIAMS		10915	CHINA GRADE ROAD	3,704.25	
20970	02/16/07	20.84	002063 COSTCO		11004	PHOTO PROC/OPS	20.84	
20971	02/16/07	30.00	002069 A TOOL SHED, INC.		10916	1/16-1/18 RENTAL	30.00	
20972	02/16/07	26,500.00	002116 HINSHAW, EDWARD & BARBARA	7	9000862	370 ENCINAL RENT	26,500.00	
20973	02/16/07	19,210.98	002117 IULIANO	7	10917	ANNUAL UTILITIES	4,996.34	
					9000863	111 DUBOIS RENT	11,214.64	
					9000864	115 DUBOIS RENT	3,000.00	
20974	02/16/07	395.16	002189 BUS & EQUIPMENT		10918	REV VEH PARTS/PT	395.16	

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20975	02/16/07	2,500.00	002267	SHAW & YODER, INC.		10919	DEC LEGISLATIVE SVC	2,500.00	
20976	02/16/07	1,650.00	002287	CALIFORNIA SERVICE EMPLOYEES		10920	FEB MEDICAL	1,650.00	
20977	02/16/07	66.26	002307	EWING IRRIGATION PRODUCTS		10921	REPAIRS/MAINTENANCE	66.26	
20978	02/16/07	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		10922	FEB LEGISLATIVE SVCS	5,000.00	
20979	02/16/07	113.00	002388	DOGHERRA'S	7	10923	TOWING # 311	113.00	
20980	02/16/07	31.02	002447	SETON IDENTIFICATION PRODUCTS		10924	NAMEPLATE/FINANCE 16	31.02	
20981	02/16/07	33,010.44	002569	COMERICA BANK		10925	WORK COMP FUND	33,010.44	
20982	02/16/07	1,924.50	002607	STAVELEY SERVICES FLUIDS		11005	OUT RPR REV VEH	1,924.50	
20983	02/16/07	1,856.90	002624	DIGITAL RECORDERS		11006	REV VEH PARTS	1,856.90	
20984	02/16/07	96.43	002689	B & B SMALL ENGINE		10926	REPAIRS/MAINTENANCE	96.43	
20985	02/16/07	1,677.02	002713	SANTA CRUZ AUTO TECH, INC.		11007	OUT RPR OTH VEH	1,076.14	
						11050	OUT RPR REV VEH/PT	600.88	
20986	02/16/07	690.17	002721	NEXTEL COMMUNICATIONS		10927	1/4-2/3 PHONES/PT	690.17	
20987	02/16/07	4,996.87	002805	TELEPATH CORPORATION		10928	DVR RENTAL	150.00	
						10929	OUT REPAIR-BLDGS	365.00	
						11008	MAR RPR/MAINT	4,481.87	
20988	02/16/07	4,548.12	002811	BERENDSEN FLUID POWER		11009	REV VEH PARTS	4,548.12	
20989	02/16/07	1,042.49	002829	VALLEY POWER SYSTEMS, INC.		11010	REV VEH PARTS	1,042.49	
20990	02/16/07	627.00	002847	STATE OF CA-EDD		10930	PARADISE LEVY	627.00	
20991	02/16/07	306.00	002881	ADVANCED ELECTRONICS SOLUTIONS		11011	YOARD RPR	306.00	
20992	02/16/07	3,562.50	002900	FENN, MARILYN		10931	PROF SVC 1/3-1/22	3,562.50	
20993	02/16/07	377.52	002907	THE INN OFF CAPITOL PARK		11049	EMP TRAVEL 2/26-2/27	377.52	
20994	02/16/07	931.23	004	NORTH BAY FORD LINC-MERCURY		10933	REV VEH PARTS/PT	91.24	
						11012	REV VEH PARTS	839.99	
20995	02/16/07	156.85	007	UNITED PARCEL SERVICE		11013	FRT OUT-JAN	156.85	
20996	02/16/07	25,762.72	009	PACIFIC GAS & ELECTRIC		10934	01/05-02/01 PACIFIC	1,972.70	
						10935	12/30-01/30 FLEET	8,256.33	
						10936	12/30-01/30 ENCINAL	3,596.19	
						10937	12/30-01/29 RIVER	2,239.22	
						10938	12/30-01/29 VERNON	308.79	
						11014	JAN CNG-FLT	9,389.49	
20997	02/16/07	8,263.25	018	SALINAS VALLEY FORD SALES		11015	REV VEH PARTS	3,511.06	
						11016	REV VEH PARTS	1,970.04	
						11017	REV VEH PARTS	2,782.15	
20998	02/16/07	3,539.15	041	MISSION UNIFORM		10939	JAN UNIF/LAUNDRY/PT	93.52	
						10940	JAN UNIF/LAUNDRY/FAC	616.52	
						11018	UNIF/LAUNDRY FLT	2,829.11	
20999	02/16/07	307.84	042	ORCHARD SUPPLY HARDWARE		10941	REPAIRS/MAINTENANCE	307.84	
21000	02/16/07	841.25	043	PALACE ART & OFFICE SUPPLY		10942	OFFICE SUPPLIES	841.25	
21001	02/16/07	905.18	067	ROTO-ROOTER		10943	OUT RPR-BLD/GRNDS	118.00	
						10944	OUT RPR-BLD/GRNDS	787.18	
21002	02/16/07	17.32	074	KENVILLE LOCKSMITHS	7	10945	JAN LOCKS/KEYS	5.95	
						11019	REV VEH PARTS	11.37	
21003	02/16/07	621.90	075	COAST PAPER & SUPPLY INC.		10946	CLEANING SUPPLIES	621.90	
21004	02/16/07	6,309.37	079	SANTA CRUZ MUNICIPAL UTILITIES		10947	12/29-1/30 PACIFIC	2,352.52	
						10948	12/29-1/30 PACIFIC	90.04	
						10949	12/22-1/26 RIVER ST	2,027.88	
						10950	12/22-1/26 DUBOIS ST	36.86	
						10951	12/22-1/26 ENCINAL	115.55	
						10952	12/22-1/26 RIVER ST	36.86	

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						10953	12/22-01/26 GOLF CLB	875.20	
						10954	12/22-01/26 ENCINAL	774.46	
21005	02/16/07	14,160.72	085	DIXON & SON TIRE, INC.		10955	JAN TIRES/TUBES/PT	2,536.57	
						11020	JAN TIRES/TUBES FLT	11,624.15	
21006	02/16/07	476.14	107A	LUMBERMENS		10956	REPAIRS/MAINT/FAC	228.58	
						11021	PARTS & SUPPLIES	247.56	
21007	02/16/07	2,617.84	110	JESSICA GROCERY STORE, INC.		9000865	CUSTODIAL SERVICES	2,617.84	
21008	02/16/07	38.64	115	SNAP-ON INDUSTRIAL		11022	SMALL TOOL	38.64	
21009	02/16/07	52.50	117	GILLIG CORPORATION		11023	REV VEH PARTS	52.50	
21010	02/16/07	2,696.32	135	SANTA CRUZ AUTO PARTS, INC.		10957	REV VEH PARTS/SVC	749.64	
						11024	REV VEH PARTS/SUPP	1,946.68	
21011	02/16/07	261.26	147	ZEE MEDICAL SERVICE CO.		10958	SAFETY SUPPLIES	261.26	
21012	02/16/07	493.40	149	SANTA CRUZ SENTINEL		10959	JAN ADVERTISING/ADM	342.40	
						11025	CLASS ADV-PURCH	151.00	
21013	02/16/07	1,207.63	161	OCEAN CHEVROLET		10960	REV VEH PARTS/PT	1,101.50	
						11026	REV VEH PARTS	106.13	
21014	02/16/07	404.86	163	COMMUNITY PRINTERS, INC.		10984	PARACRUZ LABOR AGMNT	404.86	
21015	02/16/07	271.23	170	TOWNSEND'S AUTO PARTS		11027	REV VEH PARTS	271.23	
21016	02/16/07	1,159.99	172	CENTRAL WELDER'S SUPPLY, INC.		11028	LEASE/SAFETY SUPP	1,159.99	
21017	02/16/07	830.93	192	ALWAYS UNDER PRESSURE		10961	REPAIRS/MAINTENANCE	830.93	
21018	02/16/07	320.31	260	SANTA CRUZ GLASS CO., INC.		10963	WEATHER STRIP ROLL	320.31	
21019	02/16/07	483.65	282	GRAINGER		10964	REPAIRS/MAINTENANCE	483.65	
21020	02/16/07	287.04	294	ANDY'S AUTO SUPPLY		11029	CLEAN SUPP/PARTS	287.04	
21021	02/16/07	196.00	382	AIRTEC SERVICE		10962	OUT RPR BLDGS/GRNDS	196.00	
21022	02/16/07	2,358.93	428	NEOWARE SYSTEMS, INC.		10965	1/07-1/08 SUPPORT	2,358.93	
21023	02/16/07	544.76	493	IMAGING PRODUCTS INTERNATIONAL		11030	PHOTO SUPPLIES-OPS	544.76	
21024	02/16/07	2,104.08	504	CUMMINS WEST, INC.		11031	REV VEH PARTS	1,877.62	
						11032	REV VEH PARTS	226.46	
21025	02/16/07	295.52	546	GRANITE ROCK COMPANY		10966	REPAIRS/MAINTENANCE	295.52	
21026	02/16/07	1,372.13	647	GFI GENFARE		11033	REV VEH PARTS/SUPP	1,372.13	
21027	02/16/07	70.00	682	WEISS, AMY L.	7	10967	JAN INTERPRETER	70.00	
21028	02/16/07	3,069.00	745	COUNTY OF SANTA CRUZ		10983	HEALTH PERMITS	3,069.00	
21029	02/16/07	3,050.25	767	PSECO, INC		11048	REPAIRS/MAINT 228	3,050.25	
21030	02/16/07	5,189.72	851	I.M.P.A.C. GOVERNMENT SERVICES		10968	4055019201230122	5,189.72	
21031	02/16/07	894.50	852	LAW OFFICES OF MARIE F. SANG	7	10969	WORKERS COMP CLAIMS	894.50	
21032	02/16/07	32.50	886	ALL PURE WATER		11034	OFFICE SUPPLIES	32.50	
21033	02/16/07	874.75	887	NEOPOST, INC		10970	ANNUAL EQUIP. MAINT.	370.00	
						10971	MAINTENANCE AGMNT	504.75	
21034	02/16/07	1,000.00	916	DOCTORS ON DUTY		10972	11/27-1/17 DRUG TEST	1,000.00	
21035	02/16/07	17,344.61	941	ASSURANT EMPLOYEE BENEFITS		10973	FEB LTD INS	17,344.61	
21036	02/16/07	914.94	943	CLEAN BUILDING MAINTENANCE		10974	JAN JANITORIAL SVC	914.94	
21037	02/16/07	100.00	B016	SKILLICORN, DALE	7	10982	FEB BOARD MTG	100.00	
21038	02/16/07	80.00	E295	MOREAU, DAVID		10977	EMPLOYER TESTING	80.00	
21039	02/16/07	10.00	E325	MALDONADO, ROBERT		11044	DMV FEES	10.00	
21040	02/16/07	10.00	E329	ZARAGOZA, DANIEL		11040	DMV FEES	10.00	
21041	02/16/07	10.00	E349	OSORIO, ERLYN E.		11043	DMV FEES	10.00	
21042	02/16/07	10.00	E376	MALPHRUS, BRENDA		11035	DMV FEES	10.00	
21043	02/16/07	80.00	E391	NORTH, JEFFREY		10978	EMPLOYER TESTING	80.00	
21044	02/16/07	75.62	E397	GALLAGHER, MARGARET		10979	2/4-2/6 APTA CONF.	75.62	
21045	02/16/07	10.00	B611	PINSKY, TODD		11042	DMV FEES	10.00	

5-2.5

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

DATE: 02/01/07 THRU 02/28/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
21046	02/16/07	10.00	E612	ANDERSEN, RONALD		11039	DMV FEES	10.00	
21047	02/16/07	10.00	E613	RAUDMAN, RENEE		11041	DMV FEES	10.00	
21048	02/16/07	10.00	E614	COLWELL, ARLAN		11045	DMV FEES	10.00	
21049	02/16/07	10.00	E615	BROWN, HERBERT		11046	DMV FEES	10.00	
21050	02/16/07	64.00	E616	NIETO, CAROL J.		10980	DMV FEES	64.00	
21051	02/16/07	10.00	E617	LEE, HUNG		11038	DMV FEES	10.00	
21052	02/16/07	10.00	E618	FLECHTNER, PEGGY		11037	DMV FEES	10.00	
21053	02/16/07	10.00	E619	MCDONALD, JANIE		11036	DMV FEES	10.00	
21054	02/16/07	309.51	M003	WYANT, JUDI	Y	9000866	MED PYMT SUPP	309.51	
21055	02/16/07	315.76	M005	ROSS, EMERY	7	9000867	MED PYMT SUPP	315.76	
21056	02/16/07	363.97	M007	BLAIR-ALWARD, GREGORY	7	9000868	MED PYMT SUPP	363.97	
21057	02/16/07	363.97	M010	SHORT, SLOAN	7	9000869	MED PYMT SUPP	363.97	
21058	02/16/07	241.33	M016	HICKLIN, DONALD KENT	7	9000870	MED PYMT SUPP	241.33	
21059	02/16/07	122.64	M022	CAPELLA, KATHLEEN	7	9000871	MED PYMT SUPP	122.64	
21060	02/16/07	48.42	M033	BAILEY, NEIL	7	9000872	MED PYMT SUPP	48.42	
21061	02/16/07	24.22	M036	CERVANTES, GLORIA	7	9000873	MED PYMT SUPP	24.22	
21062	02/16/07	24.22	M039	DAVILA, ANA MARIA	7	9000874	MED PYMT SUPP	24.22	
21063	02/16/07	24.22	M040	GARBEZ, LINDA	7	9000875	MED PYMT SUPP	24.22	
21064	02/16/07	48.42	M041	GOUVEIA, ROBERT	7	9000876	MED PYMT SUPP	48.42	
21065	02/16/07	24.22	M050	O'MARA, KATHLEEN	7	9000877	MED PYMT SUPP	24.22	
21066	02/16/07	48.42	M054	SLOAN, FRANCIS	7	9000878	MED PYMT SUPP	48.42	
21067	02/16/07	346.62	M057	PARHAM, WALLACE	7	9000879	MED PYMT SUPP	346.62	
21068	02/16/07	346.62	M058	POTEETE, BEVERLY	7	9000880	MED PYMT SUPP	346.62	
21069	02/16/07	377.09	M061	KAMEDA, TERRY	7	9000881	MED PYMT SUPP	377.09	
21070	02/16/07	308.52	M064	PETERS, TERRIE	7	9000882	MED PYMT SUPP	308.52	
21071	02/16/07	50.32	M068	BASS, BETTY	7	9000883	MED PYMT SUPP	50.32	
21072	02/16/07	61.33	M069	JACOBS, KENNETH	7	9000884	MED PYMT SUPP	61.33	
21073	02/16/07	61.33	M070	PICARELLA, FRANCIS	7	9000885	MED PYMT SUPP	61.33	
21074	02/16/07	177.12	M072	BRIDINGER, CHRIS	7	9000886	MED PYMT SUPP	177.12	
21075	02/16/07	154.94	M074	GABRIELE, BERNARD	7	9000887	MED PYMT SUPP	154.94	
21076	02/16/07	3.02	M075	HOWARD, CAROL	7	11047	MED PYMT SUPP	3.02	
21077	02/16/07	177.12	M076	VONWAL, YVETTE	7	9000888	MED PYMT SUPP	177.12	
21078	02/16/07	48.42	M079	BROGDON, ROY		9000889	MED PYMT SUPP	48.42	
21079	02/16/07	24.25	M082	HINDIN, LENORE	7	9000890	MED PYMT SUPP	24.25	
21080	02/16/07	48.42	M085	ROSSI, DENISE	7	9000891	MED PYMT SUPP	48.42	
21081	02/16/07	24.22	M086	TOLINE, DONALD	7	9000892	MED PYMT SUPP	24.22	
21082	02/16/07	24.22	M088	YAGI, RANDY	7	9000893	MED PYMT SUPP	24.22	
21083	02/16/07	32.30	M090	CLARKE, PATRICIA	7	9000894	MED PYMT SUPP	32.30	
21084	02/16/07	61.33	M092	CRAWFORD, TERRI	7	9000895	MED PYMT SUPP	61.33	
21085	02/16/07	61.33	M095	DIXON, GEORGE	7	9000896	MED PYMT SUPP	61.33	
21086	02/16/07	61.33	M096	DRAKE, JUDITH	7	9000897	MED PYMT SUPP	61.33	
21087	02/16/07	61.33	M098	FAUCI, SUSAN	7	9000898	MED PYMT SUPP	61.33	
21088	02/16/07	61.33	M099	FIKE, LOUIS	7	9000899	MED PYMT SUPP	61.33	
21089	02/16/07	48.42	M100	GARCIA, SANTIAGO	7	9000900	MED PYMT SUPP	48.42	
21090	02/16/07	61.33	M101	GOES, ALAN	7	9000901	MED PYMT SUPP	61.33	
21091	02/16/07	32.30	M103	JEMISON, MAURICE	7	9000902	MED PYMT SUPP	32.30	
21092	02/16/07	61.33	M104	JUSSEL, PETE	7	9000903	MED PYMT SUPP	61.33	
21093	02/16/07	32.30	M105	KOHAMA, MARY	7	9000904	MED PYMT SUPP	32.30	
21094	02/16/07	32.30	M106	LYALL, JOHN	7	9000905	MED PYMT SUPP	32.30	
21095	02/16/07	61.33	M108	MILLER, FOREST	7	9000906	MED PYMT SUPP	61.33	

5-2.6

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

DATE: 02/01/07 THRU 02/28/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
21096	02/16/07	62.96	M109	PEREZ, CHERYL		9000907	MED PYMT SUPP	62.96	
21097	02/16/07	32.30	M111	SANCHEZ, FELIX	7	9000908	MED PYMT SUPP	32.30	
21098	02/16/07	61.33	M112	SILVA, EDUARDO	7	9000909	MED PYMT SUPP	61.33	
21099	02/16/07	72.86	M115	WILLIAMS, CHRIS	7	9000910	MED PYMT SUPP	72.86	
21100	02/16/07	72.86	M116	CRAMBLETT, LAWRENCE		9000911	MED PYMT SUPP	72.86	
21101	02/16/07	61.33	M117	POLANCO, ANDRES		9000912	MED PYMT SUPP	61.33	
21102	02/16/07	2,200.00	R479	HUGO DIAZ ORTIZ, VICTOR		10981	SETTLEMENT/RISK	2,200.00	
21103	02/16/07	96.00	T140	MARY L. ROBISON ESTATE		10976	32 UNUSED PRE-PAID	96.00	
21104	02/16/07	96.00	T141	DAUT, THELMA		10975	32 UNUSED PRE-PAID	96.00	
TOTAL		1,673,742.47		COAST COMMERCIAL BANK			TOTAL CHECKS	241	1,673,742.47

5-2.7

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: The Hertz Corporation Received: 02/12/07 Claim #: 07-0008
Date of Incident: 11/21/06 Occurrence Report No.: SC 11-06-17

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

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

By M. Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 2-25-07

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of March 23, 2007.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

Hertz

07-0008

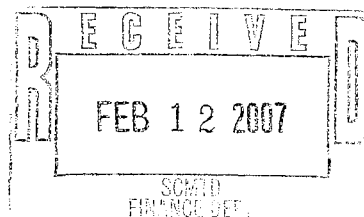
02/06/2007

IMPORTANT BILLING NOTICE
PLEASE READ CAREFULLY

The Hertz Corporation
P.O. Box 268920
Oklahoma City, OK 73126

SANTA CRUZ MERTO
370 ENCINAL ST
SUITE 100
SANTA CRUZ CA 95060- -

RE: OUR CASE NUMBER:
DATE OF LOSS:
ACCIDENT LOCATION:
DRIVER OF YOUR VEHICLE:



Our investigation of this matter indicates that the Hertz vehicle was damaged as a result of the above noted loss.

Please furnish us with the name, address and policy number of your insurance carrier, unless you intend to settle this claim without involving your insurance coverage. If you choose not to refer this matter to your insurer, we hereby make claim against you in the amount on the attached invoice.

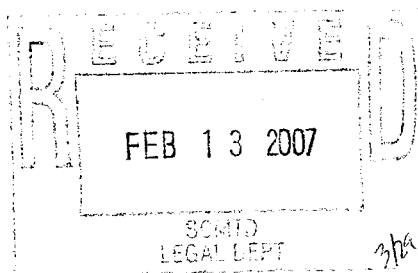
Please make your check payable to "The Hertz Corporation," indicate our case number, and forward payment in the enclosed envelope.

Do not disregard this billing notice. If you have any questions regarding this notice please call our Customer Service Center at 1-800-654-5667 at the earliest opportunity.

Very truly yours,

SCOTT DAWSON
RECOVERY SPECIALIST
1-800-654-5667
rsdawson@hertz.com

Enclosures
T2A



5-4.4



02/06/2007

For any questions, please contact:

SCOTT DAWSON
1-800-654-5667

Re: Our Case Number:
Date of Loss: 11/21/2006

ACCOUNT DETAIL

BALANCE SUMMARY

Property Damage Amount:	\$147.31	Total Estimate Amt:	\$197.31
Loss of Use:	\$0.00	Payment(s):	\$0.00
Tow/Storage:	\$0.00	New Balance:	\$197.31
TP Payout:	\$0.00		
Admin Fee:	\$50.00		
Deductible:	\$0.00		
Expense:	\$0.00		
Diminuation of Value:	\$0.00		
Total Estimate Amount:	\$197.31		

(All billings subject to final audit)

(PLEASE INCLUDE THE REMITTANCE ADVICE BELOW ALONG WITH YOUR PAYMENT)

HERTZ REMITTANCE ADVICE

New Balance:	\$197.31
Minimum Amount Due:	\$197.31
Amount of Payment: (Please enter)	\$ _____

Remit To: The Hertz Corporation
P.O. Box 268920
Oklahoma City, OK 73126-9892

Case Number: 05-2006-44054
Desk Location: 1A
Recovery Specialist: SCOTT DAWSON

HIN

5-4.5

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Baltazar, Maria
Date of Incident: 01/06/07

Received: 03/05/07 Claim #: 07-0009
Occurrence Report No.: SC 01-07-06

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 3-13-07

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of March 23, 2007.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-4.6

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)

Claim # 07-0009

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Maria Baltazar

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: I felt down

Date: 01-06-07 Time: don't remember Place: free dom/green valley / Taco Bell

Circumstances of occurrence or transaction giving rise to claim:
I felt down when I was walking in to the bus. The bus driver wasn't near the side walk and I felt down.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: right knee
right hand
my back hurts

5. Name or names of public employees or employees causing injury, damage, or loss, if known: _____

6. Amount claimed now \$ _____
Estimated amount of future loss, if known \$ _____
TOTAL \$ less than \$10,000

7. Basis of above computations: _____

Maria Baltazar
CLAIMANT'S SIGNATURE OR
COMPANY REPRESENTATIVE'S SIGNATURE OR
PARENT OF MINOR CLAIMANT'S SIGNATURE

03-02-07
DATE

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

5-4.7

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: CSE Insurance Group Received: 03/05/07 Claim #: 07-0010
Date of Incident: 11/22/06 Occurrence Report No.: SC 11-06-21

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

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

By M. Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 3-13-07

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of March 23, 2007.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-4.8



Insurance Group

March 1, 2007

Santa Cruz Transit
370 Encinal Street Ste. 100
Santa Cruz, CA 95060
Attention: Lisa Guizar

Our claim number:
Our insured:
Date of loss: 11/22/06
Amount due: \$1,936.29

We are the insurance carrier for the above named insured and have been called upon to make settlement with them for the damages resulting from this loss. We are enclosing documentation of our subrogation claim in the above amount and requesting immediate reimbursement.

- CLMT ENTERED INTO INSD LANE IN MAKING LEFT TURN

If you have insurance, please forward this demand to them and have them contact us directly. If you were not insured for this loss, please remit payment of \$ 1,936.29 pending to this office immediately, or call the undersigned to make other payment arrangements. If you have any questions please feel free to contact the undersigned at the telephone number or email address shown below. Thank you in advance for your prompt cooperation.

Sincerely,

Michelle Payton
Examiner I
CSE Safeguard Insurance Company
800-282-6848 ext. 6317
MPayton@cse-insurance.com

5-4.9



Agenda
METRO Advisory Committee
6:00 pm
March 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 and February 21, 2007
5. Ridership Report for December 2006 and January 2007
6. ParaCruz Operations Status Report for October and November 2006
7. Discussion of MAC Agenda Packet Distribution
8. Consideration of MAC Member Absence Notification Procedure
9. Discussion of MAC Response to the Transportation Funding Task Force Draft Transportation Funding Improvement Plan
10. Discussion of Public Promotion of MAC
11. Discussion of MAC Representation with SCCRTC / E&D TAC
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, April 18, 2007 @ 6:00 pm
Santa Cruz Metro Conference Room

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 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 December 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%. There was a request for staff to provide a break down the pick-ups beyond the "ready window".

5-6.1

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”.

	December 2005	December 2006
Total pick ups	6533	5829
Percent in “ready window”	92.28%	92.45%
1 to 5 minutes late	2.68%	2.45%
6 to 10 minutes late	2.05%	1.85%
11 to 15 minutes late	1.18%	1.34%
16 to 20 minutes late	0.46%	0.63%
21 to 25 minutes late	0.41%	0.62%
26 to 30 minutes late	0.26%	0.27%
31 to 35 minutes late	0.08%	0.14%
36 to 40 minutes late	0.06%	0.10%
41 or more minutes late (excessively late/missed trips)	0.14%	0.12%
Total beyond “ready window”	7.32%	7.53%

During the month of December, five (5) service complaints and three (3) compliments were received. One (1) of the complaints was found to be “not valid”. One (1) of the complaints was related to the conduct of a fixed route Operator (forwarded to fixed route), All three (3) of the valid complaints were related to late pick-ups.

5-6.2

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

	December 05	December 06	Fiscal 06 YTD	Fiscal 07 YTD
Requested	7,684	6,823	49,389	46,734
Performed	6,533	5,829	42,772	41,360
Cancels	20.93%	21.37%	19.69%	18.92%
No Shows	3.05%	3.68%	3.79%	2.94%
Total miles	51,844	39,704	334,916	286,162
Av trip miles	5.74	4.85	5.79	5.06
Within ready window	92.28%	92.45%	90.70%	90.29%
Excessively late/missed trips	9	7	105	94
Call center volume	5,784	5,077	38,937	35,225
Call average seconds to answer	29	23	29	24
Hold times less than 2 minutes	91%	95%	90%	95%
Distinct riders	779	720	1,535	1,374
Most frequent rider	43	58	274	262
Shared rides	60.4%	63.7%	62.2%	66.7%
Passengers per rev hour	1.49	1.77	1.58	1.72
Rides by supplemental providers	6.05%	6.91%	9.78%	8.00%
SCT cost per ride	\$24.40	\$24.36	\$22.69	\$23.19
ParaCruz driver cost per ride (estimated)	\$24.88	\$26.28	\$24.14	\$25.27
Rides < 10 miles	79.83%	82.99%	79.85%	81.87%
Rides > 10	20.17%	17.01%	20.15%	18.13%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-6.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR SCHEDULED AND NON-SCHEDULED SERVICE ON HVAC SYSTEMS WITH AIRTEC SERVICE

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Airtec Service for scheduled and non-scheduled services on HVAC systems located at eight District facilities.

II. SUMMARY OF ISSUES

- The District has a contract with Airtec Service for scheduled and non-scheduled service on HVAC systems.
- At the District's option, this contract may be renewed for four (4) additional one-year terms.
- Airtec Service has indicated that they are interested in extending the contract term through April 30, 2008 with a increase in compensation equal to the annual percentage change in the Consumers Price Index for the San Francisco-Oakland-San Jose area.
- It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term with Airtec Service for one additional year with a 3.4% increase in the rate of compensation.

III. DISCUSSION

The District currently has a contract with Airtec Service for scheduled and non-scheduled service on HVAC systems. The contract is due to expire on April 30, 2007. Terms of the contract allow the District the option to renew the contract for four (4) additional one-year terms. Any increase in compensation in the option years is limited to the annual percentage change in the Consumers Price Index for the San Francisco-Oakland-San Jose area. Airtec Service has indicated that they are interested in extending the contract for one additional year. District Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Airtec Service for scheduled and non-scheduled service on HVAC systems with a 3.4% increase in the rate of compensation.

5-7.1

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Facilities Maintenance operating budget for this amendment. This contract has a annual value of \$7,000.

V. ATTACHMENTS

Attachment A: Letter from Airtec Service

Attachment B: Contract Amendment



Attachment **A**

February 28, 2007

Santa Cruz Metropolitan
Transit District
110 B Vernon Street
Santa Cruz, CA 95060

Attn: Lloyd Longnecker

Re: Contract 05-18

Lloyd,

As a follow-up to your letter dated February 6, 2007, we are interested in extending our agreement from May 1, 2007 through April 30, 2008 at a 3.4% increase.

If you have any questions or you require any additional information, please do not hesitate to contact me at any time.

Sincerely,

David Olson
President

SALES ■ SERVICE ■ DESIGN ■ MAINTENANCE

TOTAL P.02

5-7.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 05-18
FOR SCHEDULED AND NON-SCHEDULED SERVICE ON HVAC SYSTEMS**

This First Amendment to Contract No. 05-18 for scheduled and non-scheduled service on HVAC systems is made effective May 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and AIRTEC SERVICE("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for scheduled and non-scheduled service on HVAC systems ("Contract") on May 1, 2006.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended as follows:

This Contract shall continue through April 30, 2008. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

3.1 Effective May 1, 2007, the quarterly rate will be increased from \$1,670 to \$1,726.78 which is the annual percentage change in the consumers price index for the San Francisco-Oakland-San Jose area (3.4%).

IV. REMAINING TERMS AND CONDITIONS

4.1 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.

SIGNATURES ON NEXT PAGE

5-7.61

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
AIRTEC SERVICE

By _____
David Olson
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-7.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR UNIFORMS, FLAT GOODS AND LAUNDRY SERVICE WITH MISSION LINEN & UNIFORM SERVICE

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Mission Linen & Uniform Service to extend the term of the contract for one (1) additional year with an 3% increase in compensation.

II. SUMMARY OF ISSUES

- The District has a contract with Mission Linen & Uniform Service for uniform and laundry service.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms under the same terms and conditions.
- Mission Linen & Uniform Service has indicated that they are interested in extending the contract an additional year to April 20, 2008.

III. DISCUSSION

The District's current contract with Mission Linen & Uniform Service for uniform and laundry service is due to expire on April 20, 2007. Mission Linen & Uniform Service has provided good service under this contract. An extension of the contract would be advantageous to the District. Section 3.02 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Mission Linen & Uniform Service has also reviewed the contract and has indicated their desire to extend the contract. Mission Linen & Uniform Service has requested a 3% increase in the rate of compensation for the next contract period. This increased rate is allowed under the terms and conditions of the contract for option years. It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Mission Linen & Uniform Service to extend the contract one (1) additional year with an increase of 3% in the rate of compensation.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budgets for Fleet Maintenance, Facilities and ParaCruz. This contract has an annual value of \$40,000.

5-8.1

V. ATTACHMENTS

Attachment A: Letter from Mission Linen and Uniform Supply

Attachment B: Contract Amendment

5-82



**Mission
Linen Supply**
MISSION LINEN & UNIFORM SERVICE

315 Kern St
Salinas, Ca. 93905
831 424-1707

February 28, 2007

Lloyd Longnecker
Santa Cruz Metropolitan Transit District
110 Vernon St Suite B
Santa Cruz, Ca. 95060

Re: Contract No. 03-12 for Uniforms, Flat Goods and Laundry Service

Dear Mr Longnecker:

At this time we (Mission Uniform) would like to extend the above contract for an additional one year period. Due to the ongoing increases of doing business, Mission Uniform at this time would like to instate a 3% price increase to commence on April 21, 2007. This is the first time since the signing of our agreement three years ago that Mission Uniform has asked for an increase. Please feel free to contact me if you have any questions at the number listed above.

Sincerely,

Fred Kostner
General Manager

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
THIRD AMENDMENT TO CONTRACT NO. 03-12
FOR UNIFORMS, FLAT GOODS, AND LAUNDRY SERVICES**

This Third Amendment to Contract No. 03-12 for Uniforms, flat goods, and laundry services is made effective April 21, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Mission Linen And Uniform Service ("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for Uniforms, flat goods, and laundry services ("Contract") on April 21, 2004.

1.2 The Contract allows for the extension upon mutual written consent.

1.3

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 April 20, 2008. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

3.1 Effective April 21, 2007, all weekly rental charges will be increased 3 %.

IV. REMAINING TERMS AND CONDITIONS

4.1 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.

5-8.61

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
MISSION LINEN AND UNIFORM SERVICE

By _____
Brent Mays
Account Representative

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-8.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 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 continuing with storm drain connection, bus wash system, and internal items to the building.
 - Arntz Builders completed sewer connection.
 - Approved Change Order #5 in the amount of \$14,707.43.
 - On February 23, 2007, the Board of Directors approved Pacific Gas & Electric agreement for the amount of \$23,576.91.
 - On February 23, 2007, the Board of Directors approved an extension on the Arntz Builders contract purchase order but does not constitute a construction completion extension.
- 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. Granite Construction, a subcontractor to Arntz Builders, completed sewer connection and working on storm drain connection for the site. Arntz Builders is working on bus wash system and internal item installation for the Service & Fueling Building.

Change Order #5 has been approved and will be incorporated into the next progress payment. The amount was \$14,707.43 which includes the following seven items

- Credit for deletion of Oil Injection System from LCNG System (credit of \$3534.00)
- Additional boards to monitor fuel hose reels (charge of \$3228.74)
- Re-work was necessary to relocate electrical and plumbing conduits from CMU Wall (charge of \$2780.90)

5-9.1

- Increased work to install secondary power feeder conduits due to PGE electrical design (charge of \$6164.96)
- METRO hired a crane company to move LCNG tank to project site. (credit of \$3692.50)
- Installation of two additional fire smoke dampers (charge of \$5401.89)
- Installation of two additional duress buttons (charge of \$4357.44)

On February 23, 2007, the Board of Directors approved \$23,576.91 for a work agreement with Pacific Gas & Electric (PG&E). Work includes overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E owned service equipment.

On February 23, 2007, the Board of Directors approved an extension on the Arntz Builders contract purchase order but does not constitute a construction completion extension. As the work continues with the Service & Fueling Building component of the MetroBase Project, progress payments are being submitted. These need to be paid.

West Bay Builders is continuing site work on 120 Golf Club Drive property. 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. Rebar was installed and concrete poured for the pit area.

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:

- Arntz Builders proceeding with storm drain connection.
- Arntz Builders completion of sewer connection.
- Approved Change Order #5 in the amount of \$14,707.43.
- West Bay Builders continuing site work on 120 Golf Club Drive property.
- Board of Director approval of PG&E work agreement for the Service&Fueling component of the MetroBase Project.

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. Work continuing.

5-9.2

- 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.
- 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
- Harris & Associates contract modified for added Maintenance Building scope.
- Weekly Construction Meetings.

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

Attachment A: Arntz Progress Spreadsheet

5-9.3

**Santa Cruz Metropolitan
Transit District**



Contract Company:
Contract Number:

Arntz Builders, Inc.
IFB 05-12



Item	Revision Date	Description	Progress Payment	Contract Change	Balance	Work Done per Contract percent
1	2/24/2006	IFB 05-12 Arntz Builders Contract		\$ 7,979,000.00	\$ 7,979,000.00	77.13%
2	2/15/2007	Current Expensed	\$ 6,154,321.05		\$ 1,824,678.95	
3	2/27/2006	Change Order No. 001 Catch basin type for storm drain outfall		\$ 821.69	\$ 1,825,500.64	100.00%
4	2/15/2007	Current Expensed	\$ 821.69		\$ 1,824,678.95	
5	8/3/2006	Change Order No. 002 Trash Pile removal, Storm Drain issues		\$ 6,514.80	\$ 1,831,193.75	100.00%
6	2/15/2007	Current Expensed	\$ 6,514.80		\$ 1,824,678.95	
7	8/3/2006	Change Order No. 003 Storm Drain pot-holing, unknown utilities		\$ 4,398.25	\$ 1,829,077.20	100.00%
8	2/15/2007	Current Expensed	\$ 4,398.25		\$ 1,824,678.95	
7		Change Order No. 004 Constructin of sump Under Review		\$ -	\$ 1,824,678.95	0.00%
8	2/15/2007	Current Expensed	\$ -		\$ 1,824,678.95	
7	1/19/2007	Change Order No. 005 LCNG, Dampers, Duress Button, Conduit items		\$ 14,707.43	\$ 1,839,386.38	0.00%
8	2/15/2007	Current Expensed	\$ -		\$ 1,839,386.38	
7	2/8/2007	Change Order No. 006 Fish&Game redesign and mitigation of work Pending approval (\$74,973.18)		\$ -	\$ 1,839,386.38	0.00%
8	2/15/2007	Current Expensed	\$ -		\$ 1,839,386.38	

Total Contract
\$ 8,005,442.17

5-9.a.1

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2008 TDA AND STA CLAIMS

I. RECOMMENDED ACTION

Adopt resolutions authorizing staff to submit claims to the Santa Cruz County Regional Transportation Commission for FY 2008 Transportation Development Act (TDA) and State Transit Assistance (STA) funds.

II. SUMMARY OF ISSUES

- METRO will claim \$6,362,037 in TDA funds and \$5,881,242 in STA funds for Santa Cruz County transit operations and capital improvements for FY 2008 based upon TDA and STA revenue estimates for the coming fiscal year.
- The TDA revenue will fund METRO operating costs and STA funds will be used for capital improvements.
- The TDA/STA funding estimate may change upon adoption of the California FY 2008 budget in July. If the amount changes, SCMTD will submit an amended claim.

III. DISCUSSION

The claim for TDA funds is based upon the District's share of the revenue projected to accrue to the Santa Cruz County Regional Transportation Commission (SCCRTC) from ¼ cent of the state sales tax collected in Santa Cruz County. The STA claim is based upon funding projected to accrue to the SCCRTC from a portion of the state sales tax collected on motor fuels. METRO's allocation of the estimated revenues is \$6,362,037 in TDA funds and \$5,881,242 in STA funds.

Under existing law (PUC Section 99314.6), STA funds cannot be allocated for operating purposes unless the operator meets a set of efficiency standards relating to cost per revenue mile or cost per revenue vehicle hour. The SCMTD will claim the funds for MetroBase since the District cannot meet the qualifying criteria to utilize the money for operations in FY 2008.

Since California's statewide budget for FY 2008 will not be approved before July 2007, the amount of STA and TDA funds actually available for allocation to transit operators may change.

5-10.1

If the final budget amount of STA and/or TDA funds available for Santa Cruz County changes, the SCMTD will amend its claim to the SCCRTC.

IV. FINANCIAL CONSIDERATIONS

If the SCCRTC approves these claims, METRO will use \$6,362,037 in TDA revenue for FY 2008 operations and \$5,881,242 in STA funds for MetroBase.

V. ATTACHMENTS

Attachment A: Resolution Authorizing Submittal of FY 2008 STA Claim

Attachment B: Resolution Authorizing Submittal of FY 2008 TDA Claim

5-10.2

**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:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING A CLAIM TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FOR STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the State Controller is authorized under Section 99313 of the Public Utilities Code to allocate State Transit Assistance (STA) funds to regional transportation planning agencies and county transportation commissions; and

WHEREAS, in accordance with the Sections 99313 and 99314 et al of the Public Utilities Code, the Santa Cruz Metropolitan Transit District is authorized to submit a claim for STA operating funds to the Santa Cruz County Regional Transportation Commission; and

WHEREAS, the Santa Cruz Metropolitan Transit District's proposed expenditures are in conformity with the Regional Transportation Plan; and

WHEREAS, the level of passenger fares and charges is sufficient to enable the Santa Cruz Metropolitan Transit District to meet the fare revenue requirements of Public Utilities Code Section 99268.2(b); and

WHEREAS, the Santa Cruz Metropolitan Transit District is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or from contracting with common carriers of persons operating under a franchise or license; and

WHEREAS, the sum of the Santa Cruz Metropolitan Transit District's allocations from the State Transit Assistance fund and from the Local Transportation Fund does not exceed the amount the Santa Cruz Metropolitan Transit District is eligible to receive during fiscal year 2008. Such funding, however, shall not relieve the Santa Cruz Metropolitan Transit District of its responsibility pursuant to Section 6735 of the California Code of Regulations, Title 21, Chapter 3 (21 CCR §6735); and

WHEREAS, the Santa Cruz Metropolitan Transit District has made a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244; and

5-10.a1

WHEREAS, the Santa Cruz Metropolitan Transit District is making full use of federal funds available under the Intermodal Surface Transportation Efficiency Act of the 21st Century, as amended:

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit a claim of up to \$5,881,242 in State Transit Assistance funds for FY 2008.

PASSED AND ADOPTED this 23rd day of March, 2007 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
MARCELA TAVANTZIS
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-10.a2

**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:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING A CLAIM TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FOR TRANSPORTATION DEVELOPMENT ACT FUNDS**

WHEREAS, in accordance with Article 1, Section 99210 of the Public Utilities Code the Santa Cruz Metropolitan Transit District is a transit operator; and

WHEREAS, in accordance with Article 1, Section 99214 of the Public Utilities Code the Santa Cruz County Regional Transportation Commission is the Transportation Planning Agency for Santa Cruz County; and

WHEREAS, in accordance with Article 4, Section 99260(a) of the Public Utilities Code, claims may be filed with the transportation planning agency by transit operators for the support of public transportation systems; and

WHEREAS, in accordance with Title 21, Chapter 3, Section 6655 of the California Code of Regulations (21 CCR §6655), the Transportation Planning Agency issues instruction to the County Auditor for payment to claimants,

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit a claim of up to \$6,362,037 to the Santa Cruz County Regional Transportation Commission for Transportation Development Act funds in Fiscal Year 2008.

5-10.61

PASSED AND ADOPTED this 23rd day of March 2007, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

MARCELA TAVANTZIS
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-10.b2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager Advisor
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2006 AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of January 1 – 31, 2007.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$13,196,388 or \$1,102,978 over the amount of revenue expected to be received during the first five months of the fiscal year.
- Total operating expenses for the year to date in the amount of \$13,722,113 are at 38.2% of the budget.
- A total of \$3,403,735 has been expended through November 30th for the FY 06-07 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 06-07 budget as of November 30, 2006. The fiscal year is 41.7% elapsed.

A. Operating Revenues

Revenues are \$1,102,978 over the amount expected to be received for the period due to an extremely high sales tax advance payment in November resulting from business return adjustments. However, next month's report will reflect the December wrap-up payment for the quarter which was very low, thereby bringing the sales tax income closer to budget. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$13,722,113 or 38.2% of the budget, with 41.7% of the year elapsed. Variances are explained in the notes following the report.

5-11.1

C. Capital Improvement Program

For the year to date, a total of \$3,403,735 has been expended on the Capital Improvement Program. Of this, \$3,194,818 has been spent on MetroBase.

IV. FINANCIAL CONSIDERATIONS

Approval of the budget transfers will increase some line item expenses and decrease others. Overall, the changes are expense-neutral.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for November 2006, and Budget Transfers

5-11.2

MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - NOVEMBER 2006

Attachment **A**

Operating Revenue	FY 06-07 Budgeted for Month	FY 06-07 Actual for Month	FY 06-07 Budgeted YTD	FY 05-06 Actual YTD	FY 06-07 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 295,391	\$ 265,893	\$ 1,484,022	\$ 1,064,107	\$ 1,434,932	\$ (49,090)	
Paratransit Fares	\$ 20,681	\$ 18,778	\$ 99,173	\$ 92,072	\$ 95,499	\$ (3,674)	
Special Transit Fares	\$ 253,617	\$ 284,871	\$ 878,729	\$ 406,208	\$ 995,372	\$ 116,643	
Highway 17 Revenue	\$ 94,774	\$ 105,340	\$ 469,568	\$ 336,536	\$ 526,743	\$ 57,175	
<i>Subtotal Passenger Rev</i>	\$ 664,463	\$ 674,882	\$ 2,931,492	\$ 1,898,923	\$ 3,052,546	\$ 121,054	See Note 1
Advertising Income	\$ 10,000	\$ 15,815	\$ 50,000	\$ 24,225	\$ 111,860	\$ 61,860	See Note 2
Commissions	\$ 500	\$ 479	\$ 2,500	\$ 2,021	\$ 2,599	\$ 99	
Rent Income	\$ 11,932	\$ 13,008	\$ 59,660	\$ 58,501	\$ 64,689	\$ 5,029	
Interest - General Fund	\$ 77,260	\$ 111,118	\$ 379,177	\$ 395,452	\$ 544,965	\$ 165,788	See Note 3
Non-Transportation Rev	\$ 88,125	\$ 57,136	\$ 177,750	\$ 153,927	\$ 202,647	\$ 24,897	See Note 4
Sales Tax Income	\$ 1,448,200	\$ 2,156,700	\$ 6,854,040	\$ 6,455,040	\$ 7,578,291	\$ 724,251	See Note 5
TDA Funds	\$ -	\$ -	\$ 1,470,209	\$ 2,838,843	\$ 1,470,209	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ -	\$ 2,250,942	\$ -	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 168,582	\$ 65,475	\$ 168,582	\$ -	
FY 05-06 Carryover	\$ -	\$ -		\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -		\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -		\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -		\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 2,300,480	\$ 3,029,138	\$ 12,093,410	\$ 14,143,349	\$ 13,196,388	\$ 1,102,978	

5-11.21

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - NOVEMBER 2006**

	FY 06-07 Final Budget	FY 06-07 Revised Budget	FY 05-06 Expended YTD	FY 06-07 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 966,287	\$ 960,080	\$ 327,359	\$ 366,458	38.2%	
Finance	\$ 572,352	\$ 558,210	\$ 197,478	\$ 190,038	34.0%	
Customer Service	\$ 482,804	\$ 482,804	\$ 153,338	\$ 160,629	33.3%	
Human Resources	\$ 468,664	\$ 468,664	\$ 131,477	\$ 153,473	32.7%	
Information Technology	\$ 466,252	\$ 466,252	\$ 171,761	\$ 184,625	39.6%	
District Counsel	\$ 404,446	\$ 404,446	\$ 144,189	\$ 155,327	38.4%	
Facilities Maintenance	\$ 946,857	\$ 946,857	\$ 365,589	\$ 387,171	40.9%	
Paratransit Program	\$ 2,913,145	\$ 2,913,145	\$ 1,051,799	\$ 1,109,216	38.1%	
Operations	\$ 2,010,685	\$ 2,010,685	\$ 674,662	\$ 803,827	40.0%	
Bus Operators	\$ 13,634,430	\$ 13,632,430	\$ 4,034,968	\$ 5,218,214	38.3%	
Fleet Maintenance	\$ 3,928,485	\$ 3,928,485	\$ 1,422,495	\$ 1,446,466	36.8%	
Retired Employees/COBRA	\$ 1,251,291	\$ 1,251,291	\$ 426,231	\$ 624,387	49.9%	See Note 6
Total Personnel	\$ 28,045,699	\$ 28,023,350	\$ 9,101,345	\$ 10,799,832	38.5%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 706,589	\$ 712,796	\$ 295,213	\$ 298,417	41.9%	See Note 7
Finance	\$ 937,123	\$ 951,265	\$ 299,190	\$ 202,891	21.3%	
Customer Service	\$ 112,469	\$ 112,469	\$ 22,918	\$ 28,754	25.6%	
Human Resources	\$ 61,733	\$ 61,733	\$ 9,037	\$ 37,843	61.3%	See Note 8
Information Technology	\$ 138,140	\$ 138,140	\$ 70,370	\$ 60,096	43.5%	See Note 9
District Counsel	\$ 17,943	\$ 17,943	\$ 19,412	\$ 7,052	39.3%	
Risk Management	\$ 245,027	\$ 245,027	\$ 149,787	\$ 44,566	18.2%	
Facilities Maintenance	\$ 378,572	\$ 378,572	\$ 119,215	\$ 147,972	39.1%	
Paratransit Program	\$ 732,898	\$ 732,898	\$ 229,393	\$ 258,488	35.3%	
Operations	\$ 619,922	\$ 619,922	\$ 274,976	\$ 246,078	39.7%	
Bus Operators	\$ 5,000	\$ 7,000	\$ 147	\$ 474	6.8%	
Fleet Maintenance	\$ 3,958,386	\$ 3,958,386	\$ 1,018,557	\$ 1,589,619	40.2%	
SCCIC	\$ 500	\$ 500	\$ 250	\$ 30	6.0%	
Total Non-Personnel	\$ 7,914,301	\$ 7,936,650	\$ 2,508,466	\$ 2,922,281	36.8%	
Total Operating Expense	\$ 35,960,000	\$ 35,960,000	\$ 11,609,811	\$ 13,722,113	38.2%	
YTD Operating Revenue Over YTD Expense				\$ (525,726)		

**CONSOLIDATED OPERATING EXPENSE
NOVEMBER 2006**

	FY 06-07 Final Budget	FY 06-07 Revised Budget	FY 05-06 Expended YTD	FY 06-07 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 8,548,386	\$ 8,548,386	\$ 2,281,817	\$ 2,960,270	34.6%	
Operators Overtime	\$ 1,359,914	\$ 1,359,914	\$ 490,765	\$ 534,527	39.3%	
Other Salaries & Wages	\$ 6,048,264	\$ 6,025,415	\$ 1,812,382	\$ 2,313,705	38.4%	
Other Overtime	\$ 246,200	\$ 248,700	\$ 73,139	\$ 101,686	40.9%	
	\$ 16,202,764	\$ 16,182,415	\$ 4,658,103	\$ 5,910,188	36.5%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 245,815	\$ 245,815	\$ 61,138	\$ 77,423	31.5%	
PERS Retirement	\$ 2,078,184	\$ 2,078,184	\$ 705,868	\$ 738,775	35.5%	
Medical Insurance	\$ 3,876,236	\$ 3,876,236	\$ 1,410,733	\$ 1,928,289	49.7%	See Note 10
Dental Plan	\$ 481,836	\$ 481,836	\$ 201,351	\$ 184,772	38.3%	
Vision Insurance	\$ 153,182	\$ 153,182	\$ 54,945	\$ 53,527	34.9%	
Life Insurance	\$ 46,691	\$ 46,691	\$ 17,759	\$ 19,932	42.7%	See Note 11
State Disability Ins	\$ 349,704	\$ 349,704	\$ 63,910	\$ 78,008	22.3%	
Long Term Disability Ins	\$ 201,006	\$ 201,006	\$ 74,622	\$ 74,403	37.0%	
Unemployment Insurance	\$ 91,645	\$ 91,645	\$ 1,863	\$ 2,170	2.4%	See Note 12
Workers Comp	\$ 1,396,681	\$ 1,396,681	\$ 441,009	\$ 560,601	40.1%	
Absence w/ Pay	\$ 2,832,656	\$ 2,832,656	\$ 1,381,941	\$ 1,110,951	39.2%	
Other Fringe Benefits	\$ 89,301	\$ 87,301	\$ 28,104	\$ 60,794	69.6%	See Note 13
	\$ 11,842,935	\$ 11,840,935	\$ 4,443,243	\$ 4,889,645	41.3%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 326,850	\$ 326,850	\$ 75,790	\$ 56,441	17.3%	
Prof/Legis/Legal Services	\$ 407,172	\$ 407,172	\$ 140,727	\$ 131,347	32.3%	
Temporary Help	\$ -	\$ 20,349	\$ 41,936	\$ 20,349	100.0%	See Note 14
Custodial Services	\$ 71,300	\$ 71,300	\$ 26,679	\$ 26,242	36.8%	
Uniforms & Laundry	\$ 39,780	\$ 41,780	\$ 15,648	\$ 15,938	38.1%	
Security Services	\$ 431,000	\$ 431,000	\$ 213,711	\$ 181,413	42.1%	See Note 15
Outside Repair - Bldgs/Eqmt	\$ 223,551	\$ 209,401	\$ 52,736	\$ 81,932	39.1%	
Outside Repair - Vehicles	\$ 336,051	\$ 336,051	\$ 43,156	\$ 131,068	39.0%	
Waste Disp/Ads/Other	\$ 81,575	\$ 81,575	\$ 18,676	\$ 37,973	46.5%	See Note 16
	\$ 1,917,279	\$ 1,925,478	\$ 629,059	\$ 682,702	35.5%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ -	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 200,000	\$ 200,000	\$ 59,722	\$ 75,708	37.9%	
	\$ 200,000	\$ 200,000	\$ 59,722	\$ 75,708	37.9%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 2,745,595	\$ 2,745,595	\$ 635,620	\$ 938,581	34.2%	
Tires & Tubes	\$ 201,000	\$ 201,000	\$ 63,550	\$ 71,646	35.6%	
Other Mobile Supplies	\$ 7,500	\$ 7,500	\$ 5,695	\$ 4,728	63.0%	See Note 17
Revenue Vehicle Parts	\$ 365,000	\$ 365,000	\$ 159,528	\$ 304,218	83.3%	See Note 18
	\$ 3,319,095	\$ 3,319,095	\$ 864,393	\$ 1,319,173	39.7%	

**CONSOLIDATED OPERATING EXPENSE
NOVEMBER 2006**

	FY 06-07 Final Budget	FY 06-07 Revised Budget	FY 05-06 Expended YTD	FY 06-07 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 26,550	\$ 26,550	\$ 6,171	\$ 5,954	22.4%	
Printing	\$ 85,610	\$ 85,610	\$ 19,571	\$ 14,111	16.5%	
Office/Computer Supplies	\$ 65,400	\$ 75,300	\$ 36,999	\$ 36,984	49.1%	See Note 19
Safety Supplies	\$ 16,375	\$ 15,125	\$ 3,804	\$ 5,717	37.8%	
Cleaning Supplies	\$ 47,650	\$ 47,650	\$ 16,540	\$ 16,227	34.1%	
Repair/Maint Supplies	\$ 40,000	\$ 40,000	\$ 8,694	\$ 19,831	49.6%	See Note 20
Parts, Non-Inventory	\$ 40,500	\$ 42,000	\$ 10,310	\$ 15,739	37.5%	
Small Tools	\$ 12,100	\$ 12,100	\$ 2,224	\$ 3,871	32.0%	
Promo/Photo Supplies	\$ 8,805	\$ 8,805	\$ 2,510	\$ 3,641	41.4%	
	\$ 342,990	\$ 353,140	\$ 106,823	\$ 122,073	34.6%	
UTILITIES	\$ 368,574	\$ 365,374	\$ 117,048	\$ 136,712	37.4%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 605,188	\$ 605,188	\$ 210,754	\$ 223,849	37.0%	
Settlement Costs	\$ 150,000	\$ 150,000	\$ 142,319	\$ 23,429	15.6%	
Repairs to Prop	\$ -	\$ -	\$ (10,751)	\$ (80,921)	0.0%	See Note 21
	\$ 755,188	\$ 755,188	\$ 342,322	\$ 166,357	22.0%	
TAXES	\$ 46,761	\$ 46,761	\$ 12,096	\$ 13,101	28.0%	
MISC EXPENSES						
Dues & Subscriptions	\$ 56,870	\$ 56,870	\$ 41,792	\$ 43,791	77.0%	See Note 22
Advertising - Revenue Prod.	\$ 15,000	\$ 15,000	\$ 4,816	\$ -	0.0%	
Employee Incentive Program	\$ 5,107	\$ 5,107	\$ 804	\$ 229	4.5%	
Training	\$ 9,600	\$ 16,800	\$ 2,048	\$ 10,372	61.7%	See Note 23
Travel	\$ 27,170	\$ 27,170	\$ 2,813	\$ 5,114	18.8%	
Other Misc Expenses	\$ 18,533	\$ 18,533	\$ 4,598	\$ (4,478)	0.0%	
	\$ 132,280	\$ 139,480	\$ 56,871	\$ 55,027	39.5%	
OTHER EXPENSES						
Leases & Rentals	\$ 832,134	\$ 832,134	\$ 320,131	\$ 351,427	42.2%	See Note 24
	\$ 832,134	\$ 832,134	\$ 320,131	\$ 351,427	42.2%	
Total Operating Expense	\$ 35,960,000	\$ 35,960,000	\$ 11,609,811	\$ 13,722,113	38.2%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 06-07 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Final Program Budget	Expended in November	YTD Expended
Grant Funded Projects			
MetroBase	\$ 29,622,709	\$ 403,944	\$ 3,194,818
Revenue Vehicle Replacement	\$ 920,000	\$ -	\$ -
Short Range Transit Plan	\$ 100,000	\$ -	\$ -
CNG Bus Conversions	\$ 6,800,000	\$ -	\$ -
	\$ 37,442,709		
District Funded Projects			
Bus Stop Imprvmts/Bus Shelter Projects	\$ 310,000	\$ -	\$ 4,362
Revenue Vehicle Replacement	\$ 192,000	\$ -	\$ 12,351
Rebuild Low Floor Buses	\$ 152,000	\$ -	\$ -
IT Projects	\$ 10,000	\$ 7,366	\$ 25,637
Facilities Repairs & Improvements	\$ 113,500	\$ -	\$ 9,303
Non-Revenue Vehicle Replacement	\$ 235,000	\$ -	\$ 93,908
Office Equipment	\$ 16,600	\$ -	\$ 10,765
Diagnostic Reader/Fleet	\$ 3,000	\$ -	\$ 17,159
Mt. Biewlaski Repeater	\$ 15,000	\$ -	\$ -
Rebuild Bus Engines	\$ -	\$ -	\$ 35,432
	\$ 1,047,100		
TOTAL CAPITAL PROJECTS	\$ 38,489,809	\$ 411,310	\$ 3,403,735
CAPITAL FUNDING SOURCES			
	Budget	Received in November	YTD Received
Federal Capital Grants	\$ 9,230,246	\$ 1,497,496	\$ 1,497,496
State/Local Capital Grants	\$ 12,940,000	\$ -	\$ -
STA Funding	\$ 1,806,593	\$ -	\$ 451,648
Bus Stop Improvement Reserves	\$ 310,000	\$ -	\$ -
District Reserves	\$ 14,202,970	\$ -	\$ 1,454,591
TOTAL CAPITAL FUNDING	\$ 38,489,809	\$ 1,497,496	\$ 3,403,735

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FY 06-07 BUDGET TRANSFERS
January 1-31, 2007

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<hr/>			
TRANSFER # 07-011			
TRANSFER FROM:	503352-1500	Equipment Repair	\$ (1,900)
TRANSFER TO:	504311-1500	Office Supplies	\$ 1,900
REASON:	To cover account over-runs in IT.		
<hr/>			

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT**

1. Passenger fares (farebox and pass sales) are \$49,090 or 3.3% under the final budget amount for the year to date. Paratransit fares are \$3,674 or 3.7% under the budgeted amount. Special transit fares (contracts) are \$116,643 or 13.3% over the budgeted amount (UCSC revenue is \$103,299 over the budgeted amount and Cabrillo revenue is \$43 over the budgeted amount). Highway 17 Express revenue is \$57,175 or 12.2% over the year to date budgeted amount. Together, all four passenger revenue accounts are over the budgeted amount for the first five months of the fiscal year by a net \$121,054 or 4.1%.
2. Advertising income is \$61,860 over the budgeted amount for the first five months of the year based on current advertising levels on the exterior of District buses. A formal program to sell ads has not yet been implemented, but the Assistant General Manager is preparing advertising contracts for interested vendors and has been successful in achieving a high level of income.
3. Interest income is \$165,788 over budget for the first five months of the year due to higher interest rates than projected in the County investment pool. The mid-year budget revision adjusting interest income will be reflected in next month's report.
4. Non-transportation revenue is \$24,897 over budget for the first five months of the year due to a reimbursement from the County for prior year revenue from the employees' share of their retirement contribution.
5. Sales tax income is \$724,251 over budget due to an extremely high advance payment in November. However, the quarterly wrap-up payment received in December was very low so, for the quarter, this overage will be reduced, bringing the year-to-date revenue closer to budget. The mid-year budget revision increasing sales tax income will be reflected in next month's report.
6. Retired employees expense is at 49.9% of the budget since the retroactive payment for restoration of the retirees medical premium supplemental program was made during September. This has been addressed in the mid-year budget revision which will be reflected in next month's report.
7. Administration non-personnel expense is at 41.9% of the budget due to the annual payment of APTA dues.
8. Human Resources non-personnel expense is at 61.3% of the budget due to arbitration costs.
9. Information Technology non-personnel expense is at 43.5% of the budget due to volume purchase of supplies for the computer system.
10. Medical insurance is at 49.7% of the budget because the December premium payment was processed in November.

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11. Life insurance is at 42.7% of the budget due to one-time adjustments for supplemental life insurance.
12. Unemployment insurance expense is only at 2.4% of the budget because most employees have met their caps for the calendar year.
13. Other fringe benefits are at 69.6% of the budget due to retiree medical payments. This has been addressed in the mid-year budget revision which will be reflected in next month's report.
14. Temp help expense is at 100% of the budget since budget transfers have been processed for departments using temp help during position vacancies. Temp help is only funded through budget transfers from the salary account.
15. Security services are at 42.1% of the budget due to the final payment to the City of Santa Cruz for the shared police officer on South Pacific Avenue.
16. Waste disposal/advertising/other services are at 46.5% of the budget due to classified ad costs for recruitments, and higher costs for hazardous waste disposal.
17. Other mobile supplies are at 63.0% of the budget due to high costs in August for Fleet Maintenance.
18. Revenue vehicle parts expense is at 83.3% of the budget due to expiration of warranties on newer buses. This overrun has been addressed in the mid-year budget revision which will be reflected in next month's report.
19. Office/computer supplies are at 50.4% of the budget due to volume purchase of IT supplies and replacement monitors.
20. Repair/maintenance supplies are at 49.6% of the budget due to required repairs to facilities.
21. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.
22. Dues and subscriptions are at 77.0% of the budget due to annual payment of APTA dues.
23. Training is at 61.7% of the budget due to reimbursements for employee tuition and books. This has been addressed in the mid-year budget revision which will be reflected in next month's report.
24. Leases and rentals are at 42.2% of the budget primarily due to the annual payment to Greyhound for Metro Center parking.

5-11.08

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for January 2007 increased by 0.8% versus January 2006.
- Faculty / staff trips for January 2007 increased by 5.3% versus January 2006.
- Revenue received from UCSC for January 2007 was \$ 281,893 versus \$250,952 for January 2006, an increase of 12.3%.
- New supplemental service for the Route 20 began in March 2006 and has been continued on a quarter-by-quarter basis.

III. DISCUSSION

UCSC Fall instruction began on September 21, 2006. A summary of the results for November 2006 is:

- Student billable trips for regular service in January 2007 were 236,797 versus 245,979 for January 2006, a decrease of (3.7%).
- Faculty / Staff billable trips for regular service in January 2007 were 16,803 versus 16,353 for January 2006, an increase of 2.8%.
- Student billable trips for Route 20 Supplemental service in January 2007 were 11,310. Supplemental service did not exist on January 2006.
- Faculty / Staff billable trips for Route 20 Supplemental service in January 2007 were 382. Supplemental service did not exist on January 2006.
- Student billable trips for the Night Owl service in January 2007 were 3,789 versus 3,737 for January 2006, an increase of 1.4%.

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- Faculty / Staff billable trips for Night Owl service in January 2007 were 18 versus 35 for January 2006, a decrease of (48.6%).
- Average student billable trips per school term day for all UC Service in January 2007 were 11,320.3 versus 11,335.3 for January 2006, a decrease of (0.1%).
- Average Faculty / Staff billable trips *per weekday* for all UC service in January 2007 were 757.7 versus 721.6 for January 2006, an increase of 5.0%.

January	Student Ridership	Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> - Faculty / Staff
Regular Service	236,797	16,803	10,655.8	736.9
Supplemental	11,310	382	595.3	20.1
Night Owl	3,789	18	69.2	0.7
2007 Total	251,896	17,203	11,320.3	757.7
2006	249,787	16,334	11,335.3	721.6
Monthly Increase-(Decrease)	0.8%	5.3%	(0.1%)	5.0%

IV. FINANCIAL CONSIDERATIONS

NONE

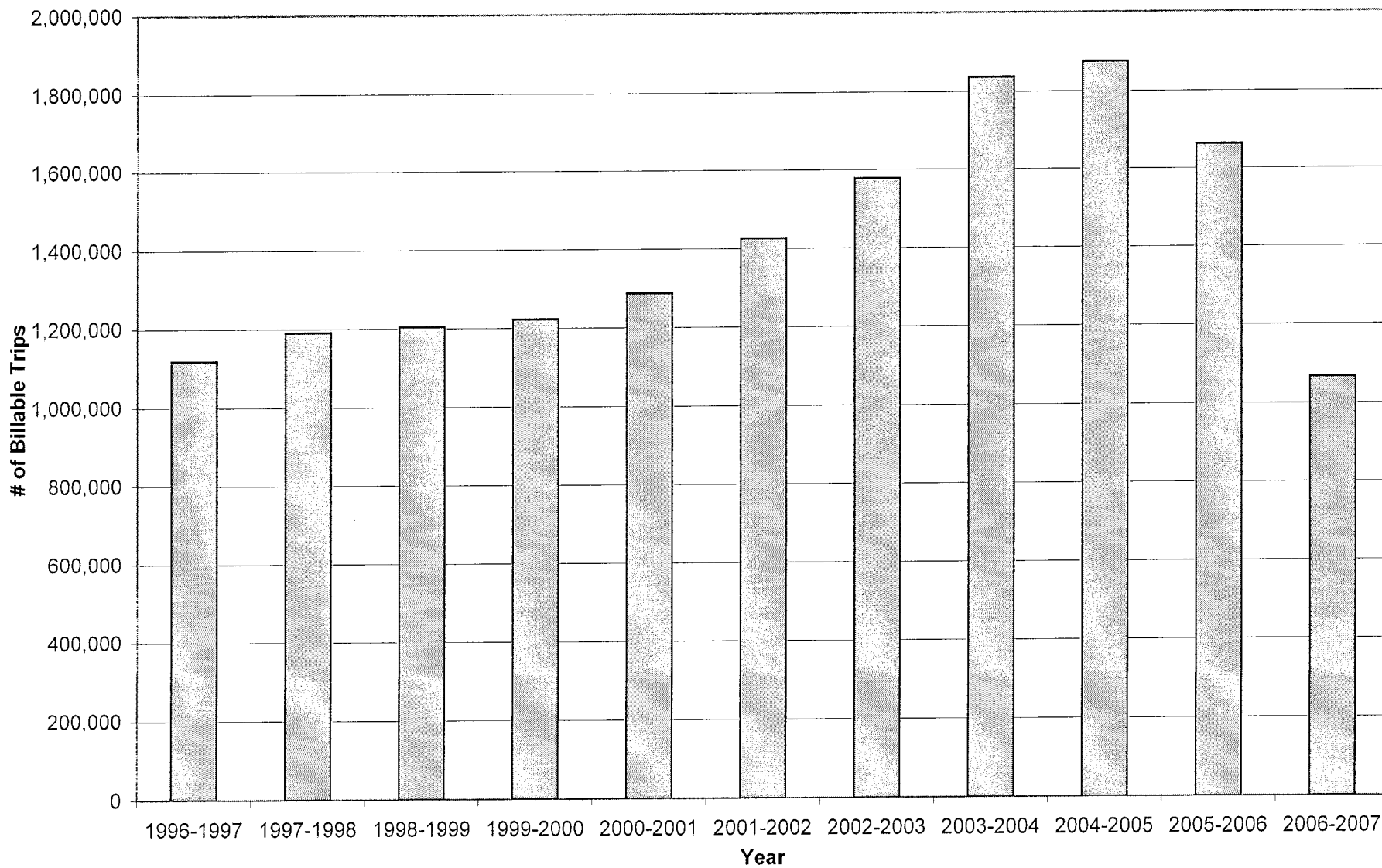
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

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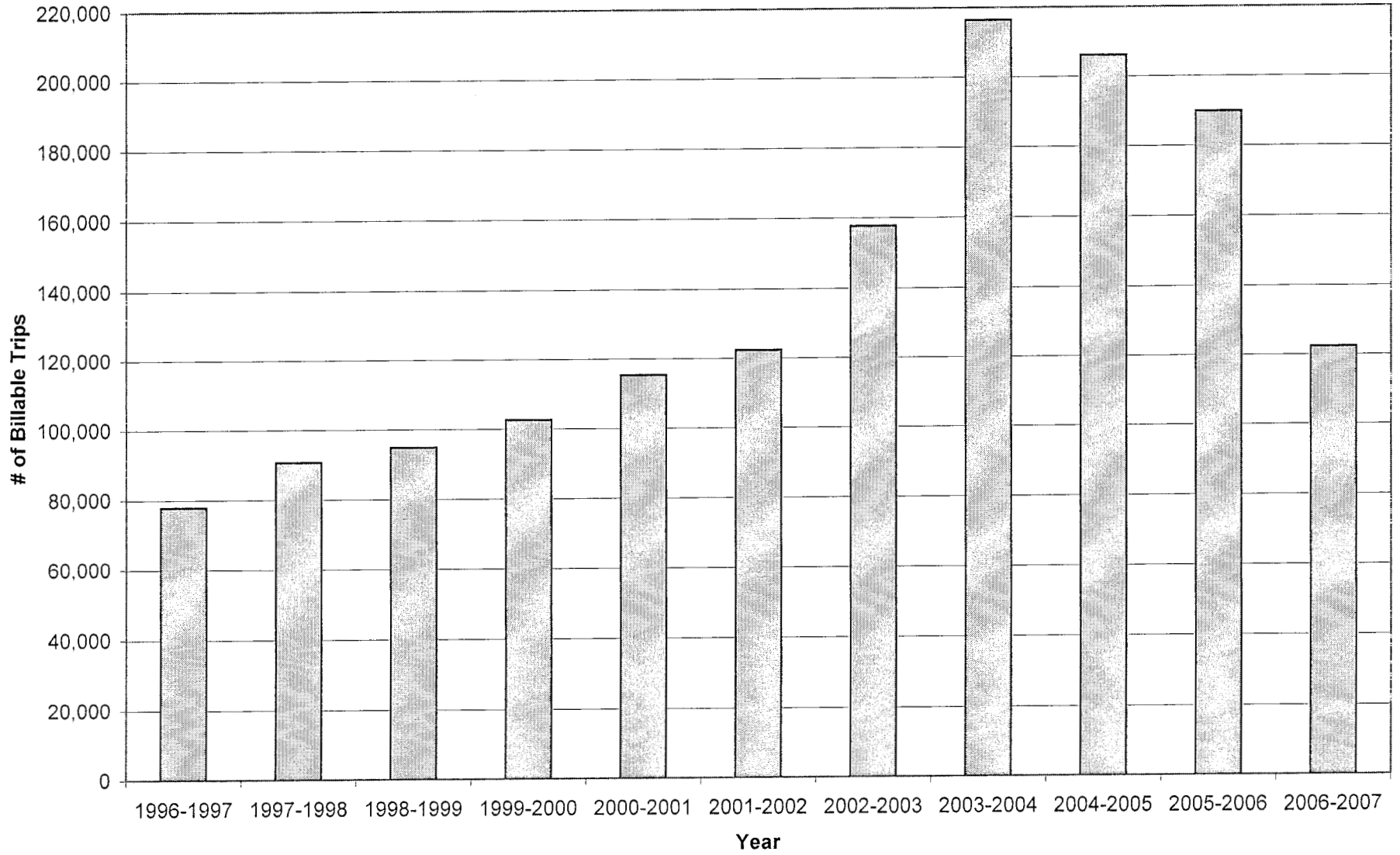
UCSC Student Billable Trips



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Attachment A

UCSC Faculty / Staff Billable Trips



5-12.61

Attachment B

**Santa Cruz METRO
February 2007 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	\$ 1,342.30	31,170	27,454	1,938	19	62	27	12	119	511	841
13	\$ 619.18	13,097	11,598	693	3	17	5	7	33	212	384
15	\$ 1,817.74	44,355	39,155	2,542	14	49	20	6	220	855	1,301
16	\$ 5,492.61	91,375	80,629	4,068	42	154	31	16	468	1,557	2,780
19	\$ 1,469.47	27,396	24,033	1,321	7	117	9	12	149	496	948
3B	\$ 1,187.14	2,385	307	121	25	68	3	9	209	62	964
4	\$ 1,144.10	4,100	328	45	13	208	31	19	104	94	2,606
7	\$ 362.12	851	58	18	9	56	3	21	42	18	502
9	\$ 270.10	350	10	25	4	8	-	1	2	2	150
12A	\$ 28.32	1,156	947	173	-	1	-	1	3	19	15
20	\$ 1,748.24	21,771	18,162	957	21	119	2	8	242	396	1,203
31	\$ 1,241.54	1,801	107	48	13	22	-	2	62	60	774
32	\$ 291.89	372	16	7	2	5	-	1	10	19	153
33	\$ 240.30	535	6	1	-	3	1	-	5	2	341
34	\$ 190.16	192	-	-	-	-	-	-	-	1	68
35	\$ 23,014.16	35,346	1,074	382	253	873	14	172	1,084	997	18,381
40	\$ 1,168.20	1,569	28	10	21	70	-	5	21	33	763
41	\$ 953.92	1,556	216	77	14	43	-	-	77	75	580
42	\$ 701.57	936	114	15	1	39	1	2	40	95	317
53	\$ 450.10	669	1	13	3	57	19	5	22	5	335
54	\$ 348.85	679	8	7	3	31	8	3	97	21	346
55	\$ 1,495.66	3,499	35	29	15	140	62	27	1,125	67	1,322
56	\$ 471.09	1,252	12	3	5	34	26	7	385	22	540
66	\$ 9,317.79	16,116	2,562	463	102	583	96	54	500	352	6,403
68	\$ 5,402.38	10,076	1,525	354	58	237	35	39	366	208	4,294
68N	\$ 1,301.02	2,255	532	93	-	26	6	-	75	66	720
69	\$ 5,225.42	9,761	1,211	413	37	339	48	29	324	237	4,312
69A	\$ 15,742.01	21,249	1,295	558	112	867	157	97	605	551	8,189
69N	\$ 1,246.69	2,387	418	91	1	46	10	1	265	128	773
69W	\$ 16,018.17	23,865	1,545	514	152	797	157	87	2,798	637	8,404
70	\$ 2,276.31	5,774	258	60	23	86	28	7	2,067	167	1,881
71	\$ 45,537.15	63,506	2,500	1,208	355	2,394	322	201	8,313	2,015	20,972
72	\$ 3,086.61	3,536	13	28	28	266	17	13	148	59	1,258
74	\$ 2,468.46	2,441	9	12	14	159	10	9	58	20	656
75	\$ 5,671.68	6,270	23	41	64	416	36	57	233	104	2,252
76	\$ 614.58	651	4	16	4	54	4	15	3	19	218
79	\$ 1,486.84	1,945	8	38	28	178	68	62	83	13	850
88	\$ 19.76	3,870	6	4	-	1	-	1	3	5	27
91	\$ 2,775.66	4,397	160	114	64	68	7	7	783	151	1,527
UC Supplemental	\$ 341.58	11,597	10,713	420	1	11	1	-	30	178	213
Unknown	\$ 214.36	448	106	10	2	5	87	2	55	14	134
TOTAL	\$164,795.23	476,556	227,186	16,930	1,532	8,709	1,351	1,017	21,228	10,543	98,697

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 40,018.43	19,755	13	38	128	1,094	25	5,295	119	784	9,637

RIDERSHIP	
Night Owl	4,150
	-
TOTAL	4,150

January Ridership	500,461
January Revenue	\$205,227.60

5-13.1

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	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	1	9	3	6	3	100%
DIESEL CONVERSION - 35'	15	3	12	12	0	12	100%
DIESEL CONVERSION - 40'	14	3	11	9	2	9	100%
ORION/HIGHWAY 17 - 40'	11	2	9	8	1	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%

5-13.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF FEBRUARY 2007

BUS #	DATE	DAY	REASON
2221CN	8-Feb	Thursday	Sometimes bus will not come out of kneel position
2203CG	17-Feb	Saturday	Possible air leak from air bags or kneel operator
8079F	13-Feb	Tuesday	Kneel working intermittently. Does not stay down at of the time.
9804LF	12-Feb	Monday	Wheelchair ramp does not deploy
9804LF	27-Feb	Tuesday	No beeping sound when kneel is coming back up
9808LF	11-Feb	Sunday	When raising the kneel it does not make the beeping sound
9810LF	14-Feb	Wednesday	Ramp failure at Capitola Mall-deployed manually
9836G	15-Feb	Thursday	Lift won't deploy
9836G	20-Feb	Tuesday	Lift stuck out again
9837G	26-Feb	Monday	Slow to kneel, slow to raise. While driving, the kneel function activates enough to prohibit doors to fully close. Also causes talking bus loop to play with door switch in closed position.

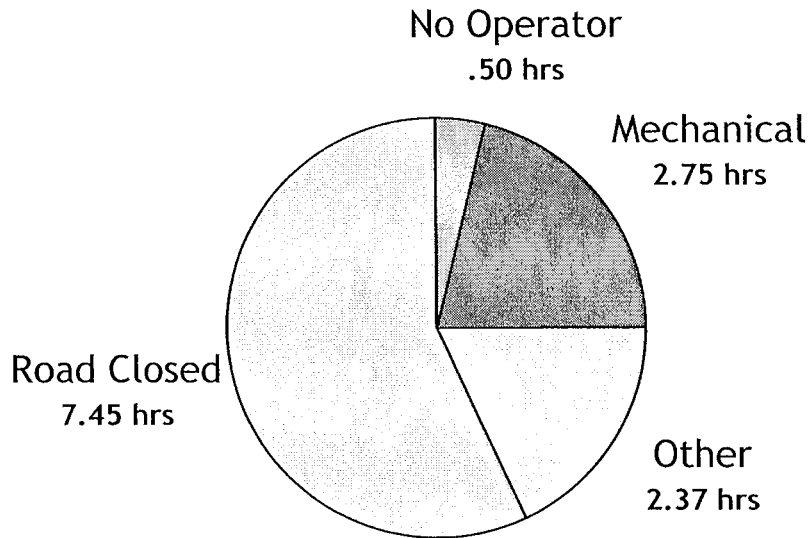
F New Flyer
 G Gillig
 C Champion
 LF Low Floor Flyer
 GM GMC
 CG CNG
 CN SR855 & SR854
 OR Orion/Hwy 17

5-13.3

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	13.07	88.59
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	137.77	1,972.39

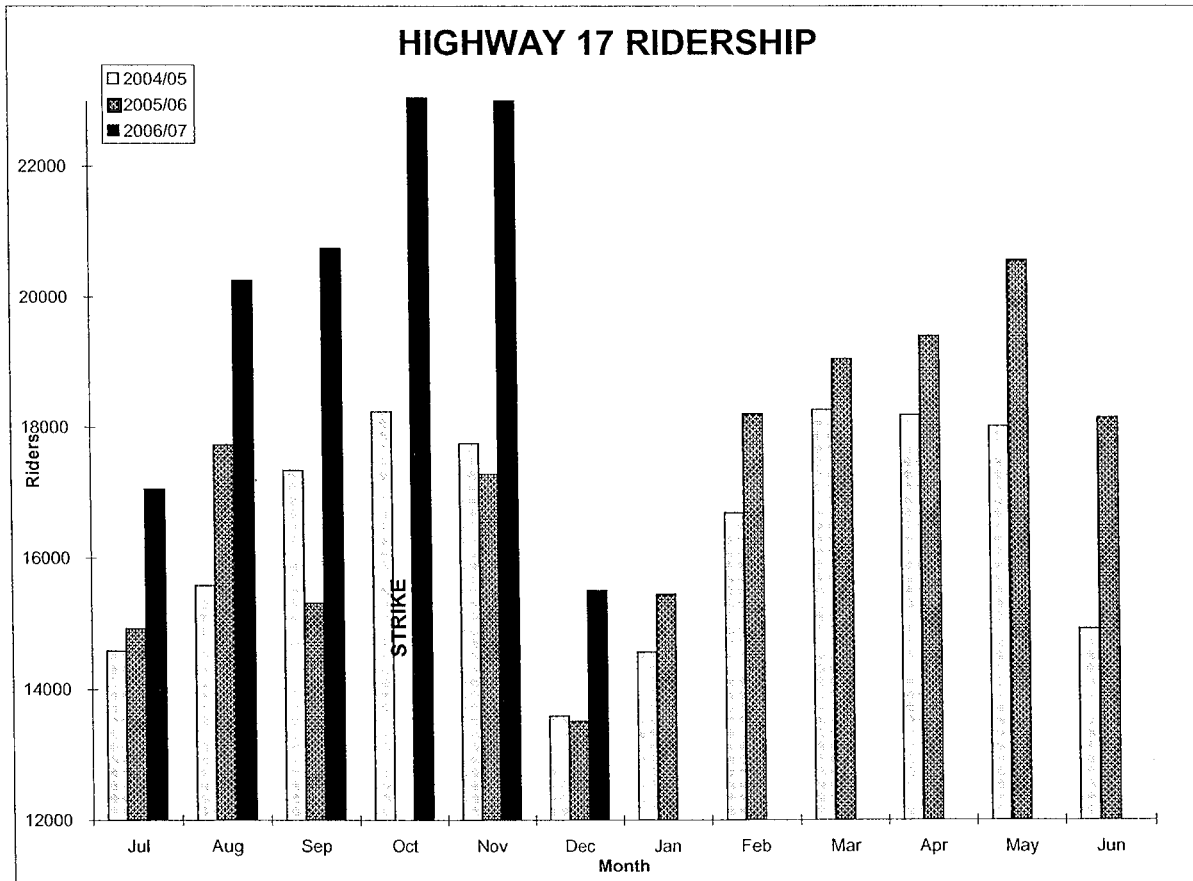
Dropped Service Breakdown for February 2007



5-13.4

HIGHWAY 17 - DECEMBER 2006

	DECEMBER			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 131,290	\$ 125,401	4.7%	\$ 799,983	\$ 568,787	40.6%
Farebox	\$ 54,100	\$ 46,194	17.1%	\$ 402,616	\$ 246,149	63.6%
Operating Deficit	\$ 66,275	\$ 53,308	24.3%	\$ 355,542	\$ 263,989	34.7%
Santa Clara Subsidy	\$ 33,138	\$ 26,654	24.3%	\$ 177,771	\$ 131,995	34.7%
METRO Subsidy	\$ 33,138	\$ 26,654	24.3%	\$ 177,771	\$ 131,995	34.7%
San Jose State Subsid	\$ 1,919	\$ 2,223	(13.7%)	\$ 10,260	\$ 7,839	30.9%
AMTRAK Subsidy	\$ 8,995	\$ 23,676	(62.0%)	\$ 31,564	\$ 50,810	(37.9%)
STATISTICS						
Passengers	15,497	13,511	14.7%	120,705	78,754	53.3%
Revenue Miles	40,199	41,271	(2.6%)	245,344	195,082	25.8%
Revenue Hours	1,508	1,548	(2.6%)	9,201	7,317	25.8%
Passengers/Day	500	436	14.7%	656	536	22.4%
Passengers/Weekday	634	562	12.7%	811	680	19.3%
Passengers/Weekend	257	171	50.3%	328	239	37.1%
PRODUCTIVITY						
Cost/Passenger	\$ 8.47	\$ 9.28	(8.7%)	\$ 6.63	\$ 7.22	(8.2%)
Revenue/Passenger	\$ 3.49	\$ 3.42	2.1%	\$ 3.34	\$ 3.13	6.7%
Subsidy/Passenger	\$ 4.40	\$ 4.11	7.1%	\$ 3.03	\$ 3.45	(12.2%)
Passengers/Mile	0.39	0.33	17.8%	0.49	0.40	21.9%
Passengers/Hour	10.28	8.73	17.7%	13.12	10.76	21.9%
Recovery Ratio	41.2%	36.8%	11.9%	50.3%	43.3%	16.3%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 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

None

FIFTEEN YEARS

None

TWENTY YEARS

J. Valentin Rodriguez, Facilities Maintenance Mechanic III

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

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
APPRECIATION FOR THE SERVICES OF
LAURA HARRELL AS A BUS OPERATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Laura Harrell to serve in the position of Bus Operator, and

WHEREAS, Laura Harrell served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of April 13, 1977 to February 14, 2007, and

WHEREAS, Laura Harrell provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Laura Harrell served the Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the citizens of Santa Cruz County by Laura Harrell resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time that Laura Harrell served in the position of Bus Operator, METRO expanded service, developed new facilities, purchased new equipment, improved ridership, and enhanced the alternative transportation options for the citizens of Santa Cruz County, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Laura Harrell.

NOW, THEREFORE, BE IT RESOLVED, that upon retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Laura Harrell for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to Laura Harrell, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 23rd day of March 2007 by the following vote:

AYES: Directors:

NOES: Directors:

ABSTAIN: Directors:

ABSENT: Directors:

APPROVED _____

MARCELA TAVANTZIS
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR BUS STOP PASSENGER WAITING SHELTERS WITH LNI CUSTOM MANUFACTURING, INC

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for bus stop passenger waiting shelters with LNI Custom Manufacturing, Inc.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Five firms submitted bids for the District's review.
- District staff has reviewed all submitted bids.
- District staff is recommending that a contract be established with LNI Custom Manufacturing, Inc to provide bus stop passenger waiting shelters.

III. DISCUSSION

District has a need to add new and/or replace existing bus stop passenger waiting shelters. On December 27, 2006 District Invitation for Bid No. 06-16 for purchase of up to ten (10) each bus stop passenger waiting shelters was mailed to nineteen firms and was legally advertised. The bid also contained an option to purchase up to twenty-five (25) shelters in Fiscal Year 2007/2008 and an option to purchase up to twenty-five (25) shelters in Fiscal Year 2008/2009.

On February 1, 2007, bids were received and opened from five firms. A list of firms and a summary of the bids received are provided in Attachment A. District staff has reviewed all submitted bids and contacted the references provided. A presentation was made to the Bus Stop Advisory Committee and favorable responses were given to the shelter drawings provided by LNI Custom Manufacturing, Inc.

District staff is recommending that a contract be established with LNI Custom Manufacturing, Inc to provide bus stop passenger waiting shelters for an amount not to exceed \$55,400. Contractor will provide all equipment and materials meeting all District specifications and requirements.

9.1

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the capital budget.

V. ATTACHMENTS

Attachment A: Summary of bids received

Attachment B: Contract with LNI Custom Manufacturing, 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

IFB NO. 06-16 PASSENGER WAITING SHELTERS

SUMMARY OF BIDS RECEIVED

(Totals are based on 10 each 5 x 10 x 8 Passenger Waiting Shelters plus tax)

1. LNI Custom Manufacturing, Inc. of Hawthorne, California	\$34,011.50
2. Brasco International of Detroit, Michigan	\$45,627.38
3. All Purpose Manufacturing of Oceanside, California	\$47,088.75
4. Duo-Gard Industries of Canton, Michigan	\$49,113.03
5. Columbia Equipment Company of Jamaica, New York	\$54,720.38

CONTRACT FOR PROCUREMENT OF BUS SHELTERS (06-16)

THIS CONTRACT is made effective on _____, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and LNI CUSTOM MANUFACTURING 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, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Bus Shelters

District requires the purchase of Bus Shelters to be used for standard purposes. In order to obtain said Bus Shelters the District issued an Invitation for Bids, dated December 27, 2006 setting forth specifications for such Bus Shelters. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of Bus Shelters desired by the District and whose principal place of business is 12536 Chadron Ave, Hawthorne, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Bus Shelters, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On March 23, 2007 District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated December 27, 2006 including Addendum Nos. 1 and 2..

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated February 1, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

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

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$55,400, for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$55,400 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

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

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

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

LNI Custom Manufacturing, Inc.
12536 Chadron Ave
Hawthorne CA 90250

Attention: National Account Manager

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—LNI CUSTOM MANUFACTURING, INC.

By _____
Scott Blakely
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bid (IFB)

For Bus Stop Passenger Waiting Shelters

District IFB No. 06-16

Date Issued: December 27, 2006

Bid Deadline: 2:00 p.m., January 25, 2007



Contents of this IFB

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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Passenger Waiting Shelters, dated December 27, 2006, at the following prices. The unit bid prices shall INCLUDE ALL FREIGHT CHARGES, and be bid F.O.B. Destination.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25%)	Total Extended Price
1	Passenger Waiting Shelter with bench, Size: 5'D x 10'W x 8'H	Up To 10			
2	Option: Passenger Waiting with bench, Shelter Size: 6'D x 12'W x 8'H	Up To 10			
3	Option: Passenger Waiting Shelter with bench, Size 5'D x 10'W x 8'H with 2'5" sidewall depth	Up To 5			
4	Option: Solar Power Lighting	Up To 10			
5	Option: Display Panel	Up To 10			
6	Option: Passenger Arm Rest Bar for Back and Sidewalls	Up To 10			
7	Total				

8. Manufacturer/Model _____

9. Delivery: Materials will be delivered within _____ calendar days after receipt of order.

10. Optional Quantities. District requests an option to purchase additional quantities of passenger waiting shelters for two future fiscal years. District fiscal years begin July 1st and end June 30th. Pricing is requested on up to 25 additional passenger waiting shelters in fiscal year 2007/2008 and up to 25 additional passenger waiting shelters in fiscal year 2008/2009. Orders would be placed once a year for the quantities indicated. Pricing on option year purchases will be the quoted unit price on the bid sheet plus the annual percentage change of the Producer's Price Index for Commodities-Finished Goods. Contractor shall indicate acceptance or rejection of this pricing formula for option year purchases.

Check One:

- () I accept this pricing formula for option year purchases.
- () I do not accept this pricing formula for option year purchases and offer the following option price formula:

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

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

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

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

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

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

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

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

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

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

IFB No. 06-16
"Bus Stop Passenger Waiting Shelters"
Bid Opening 2:00 p.m., January 25, 2007

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

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

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

Telephone Number

FAX Number

Date

Federal Tax ID No.

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

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

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

BIDDER'S ADDRESS _____

 BID AMOUNT \$ _____
 BID OPENING DATE _____
 DATE OF DBE CERTIFICATON _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF BIDDER

 DATE

 AREA CODE/TELEPHONE

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

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

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

BIDDER DBE INFORMATION

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

TOTAL CLAIMED DBE PARTICIPATION \$ _____ %

PART II

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

PART III

SPECIFICATIONS FOR PASSENGER WAITING SHELTERS

1. GENERAL DESCRIPTION

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

Except where specified to the contrary herein, all work shall be new and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete.

2. SPECIFICATIONS

Request for the purchase of ten (10) Passenger Waiting Shelters with an option to purchase up to twenty-five (25) additional shelters over a two-year period. Up to 25 additional Passenger Waiting Shelters would be purchased in fiscal year 2007/2008 and up to 25 additional Passenger Waiting Shelters would be purchased in fiscal year 2008/2009.

2.1 DESCRIPTION

The work specified shall consist of the design, fabrication, and delivery of Passenger Waiting Shelters to include structural aluminum frame with glazed rear, side, and front wall modules, gabled roof assembly, and all required hardware for installation. Shelters shall be computer designed and structurally engineered. The shelter frame shall be designed to be stable with or without wall and roof glazing. All connections and glazing containment shall be tamper-proof. Shelters shall be prefabricated in four or more modular sections complete and ready for field erection.

2.2 STANDARDS

A. Materials

All aluminum shall conform to the standards of the Aluminum Association. All glazing shall conform to the American National Standards Institute (ANSI) Safety Standard for Architectural Glazing Materials Z97.1-1975.

B. Performance

Shelter shall be designed to withstand minimum vertical and horizontal wind load of 20 PSF. Roof shall be designed to withstand minimum dead load of 40 PSF.

2.3 QUALITY ASSURANCE

A. Experience

Manufacturer shall have a minimum of 15 years experience in the design and manufacture of Aluminum Passenger Waiting Shelters.

B. Approved equals

Request for approved equals shall be supported by complete technical documentation which shall include descriptive literature, assembly instructions, and detail drawings on 24" x 36" paper (minimum 1/2" = 1' scale) which clearly show dimensions, joining details, alloy, temper, finish, and thickness of all members. Detailed specifications shall also accompany such request.

Requests for Approved Equals must be submitted to the District a minimum of 14 calendar days before the date of bid opening.

2.4 SUBMITTALS

Vendor shall:

- A. Submit shop drawings on 24" x 36" paper (minimum 1/2" = 1' scale) and product data.
- B. Submit manufacturers statement of certification that materials meet or exceed these specifications.
- C. Submit finishes sample.
- D. Submit wall and roof glazing sample(s).

2.5 DELIVERY AND STORAGE

Shelter shall be delivered to destination in clearly labeled modular assemblies. Each shelter shall include a boxed hardware kit complete with installation instructions.

2.6 WARRANTY

Manufacturer shall warrant that shelter shall be free from defect in parts and manufacture for a period of one year. Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.

3. PRODUCTS

3.1 CONSTRUCTION

Shelter size shall be 5 feet deep by 10 feet wide by 8 feet high (all dimension +/- 2 inches). Optional sizes to be quoted: 6 feet deep by 12 feet wide by 8 feet high and 5 feet deep by 10 feet wide by 8 feet high with 2 feet 5 inches sidewall depth (cantilevered roof). Shelter shall be expandable, and constructed of modular interchangeable components. All structural framing members and mullions shall be one-piece seamless extruded aluminum tubes of 6063-T5 alloy. Snap together or two-piece members are not acceptable. All roof and glazing from extruded aluminum sections shall be 6063-T5 alloy. All structural connector channels, roof corner key angles, and base anchor boots shall be extruded aluminum section of 6061-T5 alloy.

3.2 MATERIALS

3.2.1 Framing members

All vertical support posts and top and bottom horizontal beams shall be 2 1/2" x 2 1/2" x 1/8" thick square tube. All mullions shall be 1 1/2" x 2 1/2" x 1/8" thick rectangular tube. Vertical support posts shall have adjustable base flanges for leveling shelter.

3.2.2 Structural connections

All structural connector clips shall be factory applied and shall be concealed when field assembly is complete. Field attachment of connector clips is not acceptable. Connector clips shall be extruded aluminum as specified in Section 3.1 and shall be 2 1/4" x 2 1/4" x 1/4" thick or 1 1/4" x 2 1/4" x 1/4" thick with tapered edges. Connector clips shall be attached to frame at main structural joints with two stainless steel hex bolts 1/4-20 x 3/4" with flat

washers, lock washers, and nuts. Mullion clips shall be attached to frame with two ¼” dia. stainless steel flush break rivets.

3.2.3 Field connections

All field connections to join modular wall sections shall be concealed with shelter complete and upright. Connection to structural clips shall be with two ¼” countersunk aluminum and stainless steel drive rivets. Finished joint shall be flush.

3.2.4 Fasteners

All fasteners shall be aluminum or stainless steel or a combination thereof and shall be tamper proof. Zinc, carbon steel, plated, or any other “non-corrosive” fasteners will not be acceptable. Self-tapping or self-drilling fasteners are not acceptable. Exposed fasteners shall be finished to match shelter finish.

3.2.5 Panels

Panels shall be perforated anodized aluminum to knee height (“kick panels”) with perforated anodized aluminum with ¼” holes, 40% O.D. for upper part of shelter panel. Panels shall be on three sides with an optional front panel. One back panel shall be removable to provide a safe rear egress if desired. Vendor is to provide finish options.

Window frames shall be special “F” shaped aluminum extrusion with integral alignment lip and corner key slot. All corners shall be mitered and reinforced with internal corner keys. Window frames shall be affixed to shelter frame with 3/16” dia. aluminum flush break rivets approximately 13” on center. No window frames shall be shipped loose or unattached to a wall module. Window frame shall provide minimum ¾” engagement of glazing material on all sides. Attachment shall be from exterior of shelter for maximum replacement accessibility.

3.2.6 Glazing

All glazing material shall be ¼” thick clear plexiglass. All wall glazing shall be gasketed with continuous extruded PVC dry-set splines. Glazing shall be installed in both end gables of the roof.

3.2.7 Roof Assembly

Roof shall be of gabled design (standing seam hip roof/structural aluminum “v”), constructed of anodized aluminum or approved equal. Design shall include fascia, fascia shall be one piece 2 ½” high extruded aluminum with mitered corners, integral self-aligning attachment lip, two corner key slots at each corner, internal gutter, and top and bottom edges rounded for safety. Mitered corners shall be connected at outside corner with a ¼” thick aluminum angle and two stainless steel Allen head set screws, and at inside corner with two 1/8” thick aluminum angle keys and concealed fasteners to prevent twist prior to installation. The completed roof assembly shall be attached to shelter frame through self-alignment lip into header with aluminum and stainless steel tamper proof fasteners in shear. Self drilling or self tapping fasteners in tension (or pull-out condition) shall not be an acceptable method of securing roof assembly to frame. Finished roof assembly shall be leak proof.

3.2.8 Finishes

All exposed aluminum components including brackets and anchor bolts shall be anodized Architectural Class I finish in conformance the “The Aluminum Association Designation System for Aluminum Finishes” as designated: Bronze Anodized: AA-M10C22A42/44, Duranodic #313 Dark Bronze. Roof Finish: White Kynar inside and outside.

3.2.9 Bench

Surface mount bench shall seat four persons with a stationary backrest, with 2” x 6” bench boards made of aluminum extrusion panels.

3.2.10 Options

Vendor is to provide information on the following optional features:

- A. Lighting – a photo-voltaic cell with hidden vandal-proof installation ability is preferred.
- Recommended SOL (Solar Outdoor Lighting, Inc.) EPU series or approved equal
 - UL listed
 - 2- year system warranty
 - 20- year solar panel warranty
 - Protective single solar panel mount
 - Maintenance Free GEL batteries 1=80AH
 - Five-day battery reserve
 - Job specific lamp selection
 - Technical service 800 number
 - Easily activated by pushing a button, light to remain on for at least 20 minutes (SCU-1 controller)
- B. Display panels – for display of schedules, etc.
- Side piano hinged doors with security screw locking
 - Drip proof construction
 - Minimum 2'X3'
 - Plexiglas lens
 - AA6063-T5 welded aluminum extrusion frame, minimum 3.5 mm (1/8") wall thickness
- C. Passenger arm rest bar
- 1" x 3" aluminum box tubing, fastened to inside of side and back frames.
- D. Optional Quantities- District requests an option to purchase additional quantities of passenger waiting shelters for two future fiscal years. District fiscal years begin July 1st and end June 30th. Pricing is requested on up to 25 additional passenger waiting shelters in fiscal year 2007/2008 and up to 25 additional passenger waiting shelters in fiscal year 2008/2009. Orders would be placed once a year for the quantities indicated. Pricing on option year purchases will be the quoted unit price on the bid sheet plus the annual percentage change of the Producer's Price Index for Commodities-Finished Goods. Contractor shall indicate on the bid sheet an acceptance or rejection of this pricing formula for option year purchases.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.2 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

7. INSURANCE

7.01 General

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

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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 DOT-assisted contracts. Failure by the contractor 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 recipient deems appropriate.

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

11.2 Prompt Payment of Withheld Funds to Subcontractors

The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated December 27, 2006.

2. DEFINITIONS

2.01 General

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

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

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

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

3. BUY AMERICA CERTIFICATE

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

4. LIQUIDATED DAMAGES

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

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

5. STATE CONTRACT PROVISIONS

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

6. LABOR HARMONY REQUIREMENT

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

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

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

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

PART VI

CONTRACT FOR PROCUREMENT OF BUS SHELTERS (06-16)

THIS CONTRACT is made effective on _____, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Bus Shelters

District requires the purchase of Bus Shelters to be used for standard purposes. In order to obtain said Bus Shelters the District issued an Invitation for Bids, dated December 27, 2006 setting forth specifications for such Bus Shelters. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of Bus Shelters desired by the District and whose principal place of business is _____. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Bus Shelters, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

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

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

- a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated December 27, 2006.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated January 25, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

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

4. COMPENSATION

4.01 Terms of Payment

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

4.02 Invoices

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

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

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Attention: _____

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VII

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Bid Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Bidder may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for bid submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

A Bidder may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

INVITATION FOR BIDS (IFB) NO. 06-16

FOR BUS STOP PASSENGER WAITING SHELTERS

January 11, 2007

Receipt of this Addendum No. 1 shall be acknowledged in your bid response. Any adjustment resulting from this addendum shall be included in the IFB. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bid.

The following questions were received and METRO responses are provided as follows:

1. **Question:** Is powder coated aluminum an approved equal finish instead of anodized aluminum? There are powder coat colors that look just like anodized aluminum, and we find it to be a far superior finish when it comes to vandalism.
Answer: Powder coated aluminum finish is approved as an equal to the specification for anodized aluminum finish.
2. **Question:** Are there any drawings or photos of existing shelters that are specified?
Answer: See attached photo of an existing shelter that is specified.
3. **Question:** Concerning Engineering; Is there a building code for the City of Santa Cruz we should follow? What are the allowable wind, live and dead loads etc. .
Answer: Shelter shall be designed to withstand minimum vertical and horizontal wind load of 20 pounds per square foot. Roof shall be designed to withstand minimum dead load of 40 pounds per square foot.
4. **Question:** Have these shelters been produced before? What firm is the current builder of the shelter described?
Answer: Yes. The last order was placed with Columbia Equipment Company of Jamaica, New York.
5. **Question:** If the shelter has been manufactured are there any drawings to review? Are there any photographs that are available?
Answer: No drawings, see attached photograph.
6. **Question:** Part III-3, 3.2.5 Panels, Are you looking for perforated aluminum on the bottom of the walls and plexiglass for the upper portion?
Answer: Panels are to be expanded metal on the bottom and perforated aluminum on the top.
7. **Question:** Solar lighting -- What are the desired hours of operation? Dusk to Dawn? Dusk plus six hours?
Answer: Shelter lighting will be passenger activated on demand with a duration of 15-20 minutes.

8. Question: Solar lighting – What is the desired foot candle?

Answer: 60 foot candles.

9. Question: Part III- 4 C. refers to a Passenger arm rest bar that is fastened to inside of side and back frames. We are not sure what this means.

Answer: This specification is intended to describe passenger leaning rails that are similar to bench backrests with no seats.

10. Bid response date remains January 25, 2007, 2:00 p.m. PST. This is the final addendum.

Lloyd Longnecker
Purchasing Agent



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 2

INVITATION FOR BIDS (IFB) NO. 06-16

FOR BUS STOP PASSENGER WAITING SHELTERS

January 18, 2007

Receipt of this Addendum No. 2 shall be acknowledged in your bid response. Any adjustment resulting from this addendum shall be included in the IFB. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bid.

Corrections to answers provided in Addendum No. 1 and additional questions and METRO responses are provided as follows:

1. Regarding Addendum No. 1, question number 6, Part III-3, 3.2.5 Panels, Are you looking for perforated aluminum on the bottom of the walls and plexiglass for the upper portion?

Revised Answer: *All panels are to be ~~expanded metal on the bottom and~~ perforated aluminum ~~on the top~~ **with no exposed edges.***

2. **Specification Revision:** Part III, Article 3.2.7 Roof Assembly, second sentence is **revised** as follows:

Design shall include fascia, fascia shall be one piece ~~4 1/4"~~ **2 1/2"** high extruded aluminum with mitered corners, integral self-aligning attachment lip, two corner key slots at each corner, internal gutter, and top and bottom edges rounded for safety.

3. **Specification Revision:** Part III, Article 3.2.9 Bench is **revised** as follows:

Surface mount bench shall seat four persons with a stationary backrest, ~~with 2" x 6" bench boards~~ made of aluminum extrusion panels. **Bench seat shall be constructed with 2" x 12" aluminum extrusion panels and bench back shall be 2" x 8" aluminum extrusion panels.**

4. **Specification Revision:** Part III, Article 3.2.5 Panels, first paragraph, second sentence is **revised** to delete optional front panels as follows:

Panels shall be on three sides ~~with an optional front panel.~~

5. **Specification Revision:** Part III, Article 2.1 Description, first sentence is **revised** to delete front panels as follows:

The work specified shall consist of the design, fabrication, and delivery of Passenger Waiting Shelters to include structural aluminum frame with glazed rear, **and** side, ~~and front~~ wall modules, gabled roof assembly, and all required hardware for installation.

6. **Specification Revision:** Part III, Article 3.2.10 Options, item C. Passenger Arm Rest Bar (Leaning Rail), is *revised* as follows:

2" x 4" Aluminum extrusion panels ~~4" x 3" aluminum box tubing~~, fastened to inside of side and back frames.

7. **Bid due date has been extended one week to February 1, 2007, 2:00 p.m. PST. This is the final addendum.**

Lloyd Longnecker
Purchasing Agent

EXHIBIT - B

**IFB NUMBER 06-16
BUS STOP PASSENGER WAITING SHELTERS**

**SUBMITTED TO:
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
DUE: THURSDAY, FEBRUARY 1, 2007
2:00 PM**



COPY

COPY

**LNI CUSTOM MANUFACTURING, INC.
12536 CHADRON AVENUE
HAWTHORNE, CA 90250
TEL: 310-978-2000
FAX: 310-978-4000
CONTACT: THERESA ROTH**

COPY



L E T T E R O F T R A N S M I T T A L
Phone 310 973 2000 - Facsimile 310 973 4000

Date: January 31 2007
To: Mr Lloyd Longnecker
Company: Santa Cruz Metropolitan Transit District
From: Theresa Roth
Regarding: IFB No 06-16 BUS STOP PASSENGER WAITING SHELTERS
Contents: Letter of Transmittal

Dear Mr Longnecker,

I am pleased to submit the enclosed quote for your review Please note that this bid offer is good for 90 (ninety) days from February 1, 2007

LNI Custom Manufacturing, Inc is a solely owned corporation of Mr Scott Blakely, and has been in business since 1950 We own and operate a 90,000 square foot manufacturing plant in Hawthorne, CA, and have 60 full time employees LNI is a **national custom** sign, transit shelter, and street furniture manufacturer with over 50 years of experience in the sign and metal fabrication industry, and is a fully-integrated national sign firm with a staff of professionals and experts in the following fields:

- Graphic and Conceptual Design
- Structural Engineering
- Manufacturing- Custom & Quantity
- Shipping
- Installation

California State Contractors License Number: 773599 Class B, C45,C61/D34
Federal ID Number: 95-4537659
Tax Registration Number: 999-23772

For any project related issues, concerns, notices or otherwise, the initial point of contact for LNI shall be myself, Theresa Roth. I can be reached on the toll-free number below Mailed funds can be set to the company address indicated above and any billing concerns addressed with Mr. David Wynne, Company Controller

If you have any questions or require additional information, please do not hesitate to contact me direct at (800) 338-3387 or (310) 978-2000

Sincerely,

Theresa Roth
National Account Manager

12536 Chadron Avenue
Hawthorne, California 90250
www.LNIsigns.com



PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Passenger Waiting Shelters, dated December 27, 2006, at the following prices. The unit bid prices shall INCLUDE ALL FREIGHT CHARGES, and be bid F O B. Destination.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25%)	Total Extended Price
1	Passenger Waiting Shelter with bench, Size: 5'D x 10'W x 8'H	Up To 10	3141.94	219.18	3360.93 (per unit)
2	Option: Passenger Waiting with bench, Shelter Size: 6'D x 12'W x 8'H	Up To 10	3575.64		
3	Option: Passenger Waiting Shelter with bench, Size 5'D x 10'W x 8'H with 2'5" sidewall depth	Up To 5	3229.80		
4	Option: Solar Power Lighting	Up To 10	1541.09		
5	Option: Display Panel	Up To 10	222.12		
6	Option: Passenger Arm Rest Bar for Back and Sidewalls	Up To 10	incl.		
7	Total				

8. Manufacturer/Model LNIPRA ①, LNIPRC ②, LNIPRA ③

9. Delivery: Materials will be delivered within 60 calendar days after receipt of order + approvals

10. Optional Quantities District requests an option to purchase additional quantities of passenger waiting shelters for two future fiscal years. District fiscal years begin July 1st and end June 30th. Pricing is requested on up to 25 additional passenger waiting shelters in fiscal year 2007/2008 and up to 25 additional passenger waiting shelters in fiscal year 2008/2009. Orders would be placed once a year for the quantities indicated. Pricing on option year purchases will be the quoted unit price on the bid sheet plus the annual percentage change of the Producer's Price Index for Commodities-Finished Goods. Contractor shall indicate acceptance or rejection of this pricing formula for option year purchases.

Check One:

I accept this pricing formula for option year purchases.

I do not accept this pricing formula for option year purchases and offer the following option price formula:

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

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

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

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

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

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

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

Addenda No.'s 1 + 2

Bidder has submitted the following documents with the bid:

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

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

IFB No. 06-16
"Bus Stop Passenger Waiting Shelters"
Bid Opening 2:00 p.m., January 25, 2007

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

LNI Custom Manufacturing, Inc
Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

12556 Chadron Avenue
Street Address

Hawthorne, CA 90250
City, State, Zip Code

Signature of authorized company official
Scott Blakeley, President

Typewritten name of above and title

Theresa Roth, National Acct. Mgr. / theresara@LNIsigns.com
Name, title, and email address of person to whom correspondence should be directed

(310) 978-2000 / (310) 505-7432 Fax 310-978-4000
Telephone Number FAX Number

1/31/07 95-453759
Date Federal Tax ID No

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

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

no subs

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

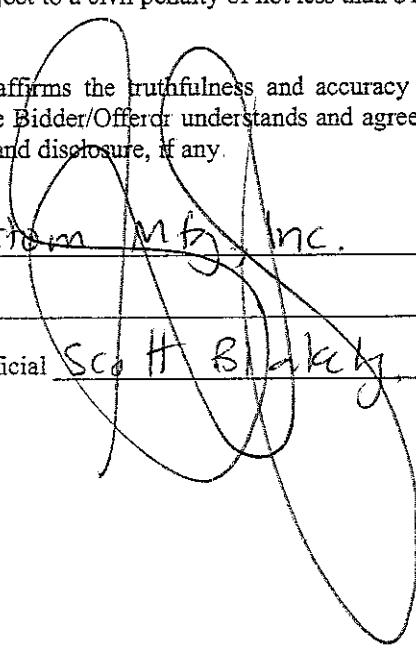
Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

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

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

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

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

Firm Name LMI Custom Mfg. Inc.
Signature of Authorized Official 
Name and Title of Authorized Official Scott H. Blakely President
Date 1/31/07

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: 11/31/07

Signature: _____

Company Name: LMI Custom Mfg, Inc.

Title: President

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

BIDDER'S NAME LV1 Custom Mfg, Inc.
 DBE GOAL FROM CONTRACT 0 %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

BIDDER'S ADDRESS 12536 Chadron Avenue
New York, CA 90250

BID AMOUNT \$ _____
 BID OPENING DATE _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

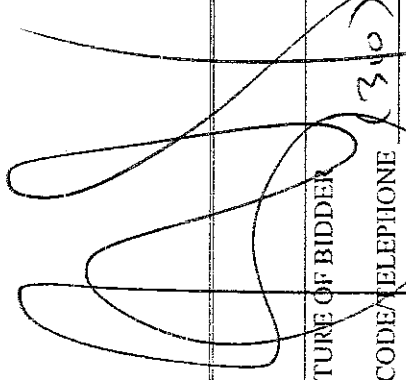
This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
				\$ 0	0 %

TOTAL CLAIMED DBE PARTICIPATION \$ 0 0 %

DATE 1/31/07

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

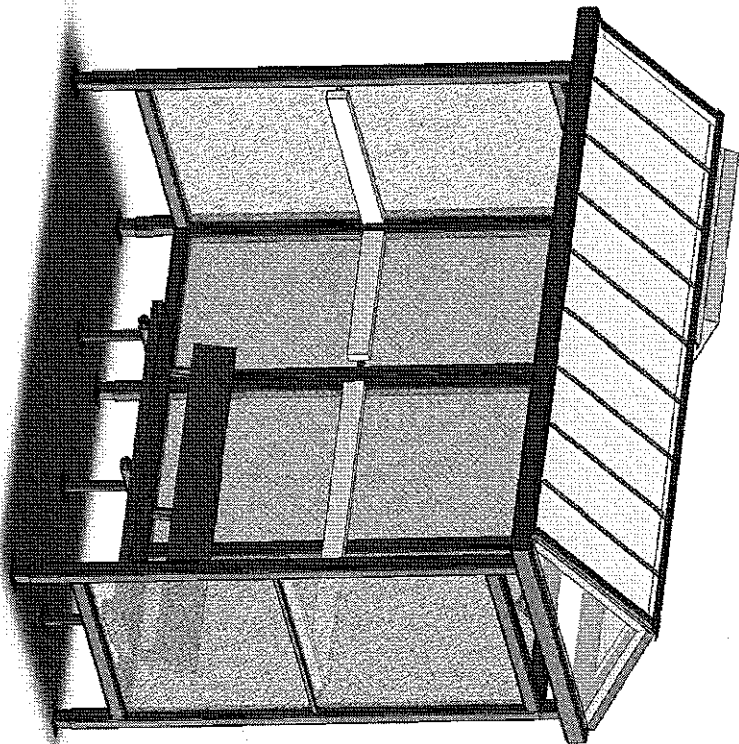
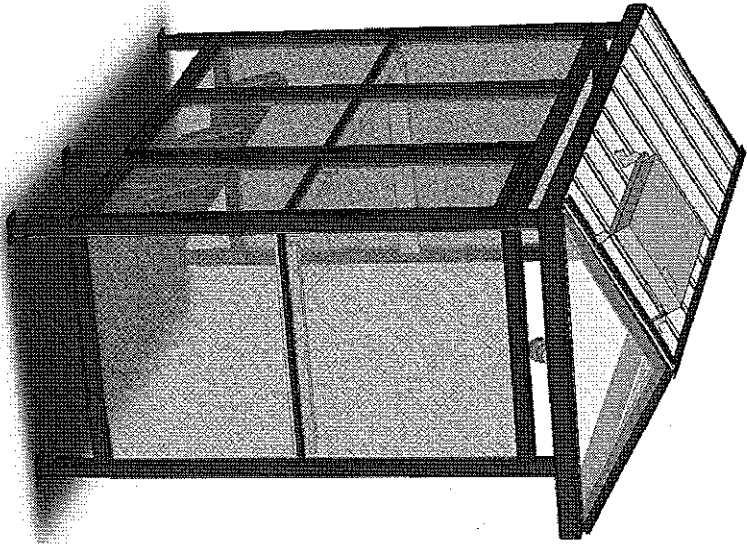
SIGNATURE OF BIDDER 
 AREA CODE/TELEPHONE (30) 978-2000

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

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

Santa Cruz Metropolitan Transit

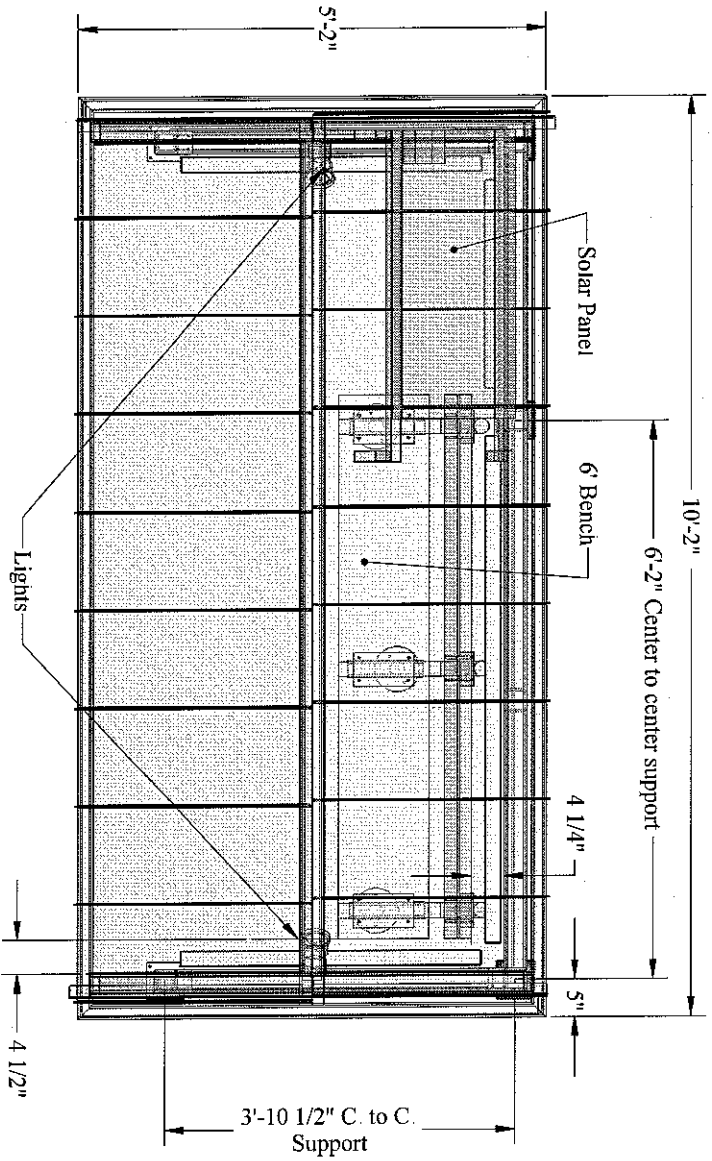
5x10' Peak Roof Shelter



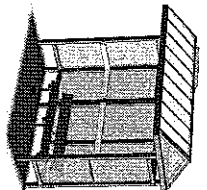
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1 Shelter Layout Plan
2
Scale: 3/4"=1'



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Shelter Exploded View	PG 4

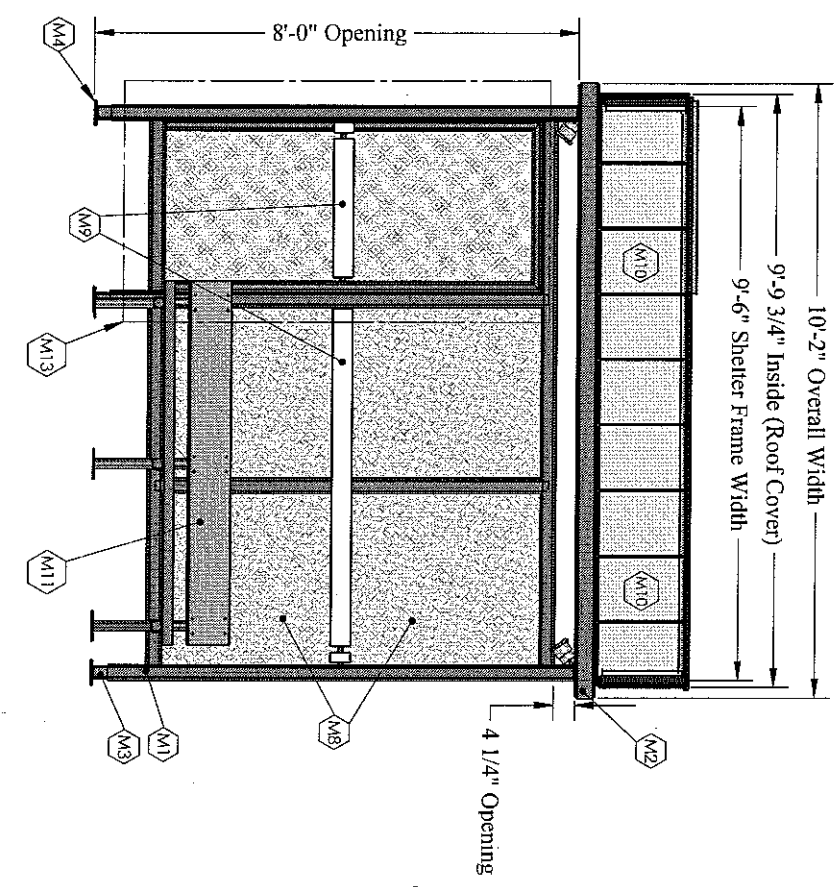
PROJECT NAME: Santa Cruz Shelter	DRAWING:	DATE:		△	DATE	BY	DESCRIPTION	<p>NOTE: THIS IS AN ORIGINAL, UNPUBLISHED DRAWING. ANY REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF M&B ENGINEERS AND ARCHITECTS, INC. IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF M&B ENGINEERS AND ARCHITECTS, INC. IS STRICTLY PROHIBITED.</p> <p>GENERAL NOTES: 1. ALL DIMENSIONS ARE TO UNLESS OTHERWISE SPECIFIED. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p>	SHEET	
ADDRESS: VARIOUS	SCALE: AS SHOWN			R1						2 of 4
CITY/STATE: VARIOUS	DRAWN BY: F. MIKANE			R2						
TELEPHONE: N/A	DESIGN DATE: JAN-30-07			R3						
FAX NUMBER: N/A	SALES PERSON: Theresa Roth		R4							
	APPROVAL:									
	CLIENT:									
	SALES:									
	LANDLORD:									
	PROGRAMMING:									
	ENGINEER:									



Finish/Paint/Powder Coat

Materials / Substrate

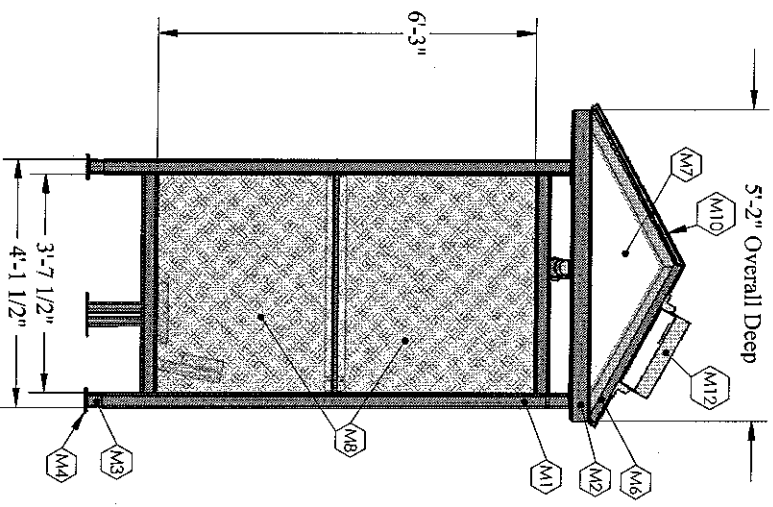
M1	3"x3"x3/16" Thick Aluminum Square Tube
M2	2"x4"x1/8" Thick Aluminum Rectangular Tube
M3	2 1/2"x2 1/2" x 1/4" Thick Alum. Square Tube (Sleeve)
M4	5"x3"x3/8" Thick Alum. Plate
M5	2"x4"x1/4" Thick Aluminum "C" Channel
M6	1"x2"x1/8" Thick Aluminum Rectangular Tube (Roof Rafter)
M7	1/4" Clear Plexiglass Panel
M8	1/8" Perforated Aluminum Panel
M9	2"x4"x1/8" Aluminum Rectangular Tube (Hand rail)
M10	Aluminum 063 Roof Panels
M11	6" Bench
M12	Solar Panel
M13	Removable Panel Assembly for Optional Egress



1

Shelter Front View

Scale: 1/2"=1'



2

Shelter Right Side View

Scale: 1/2"=1'

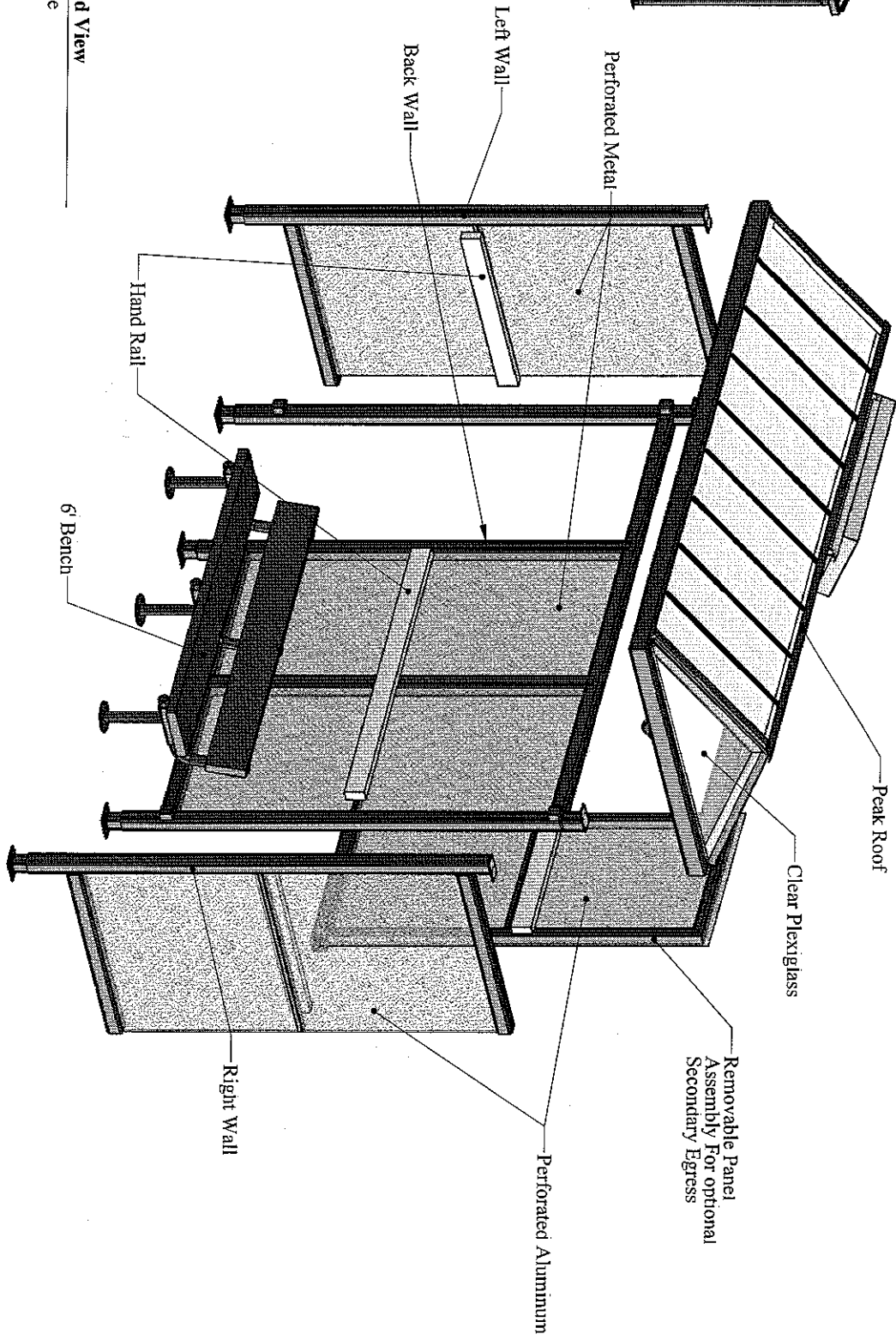
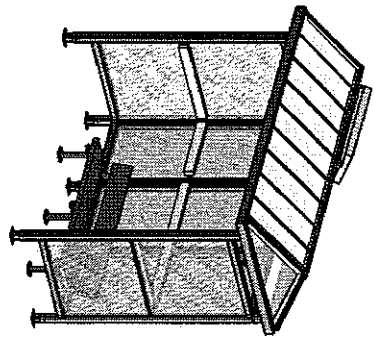
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ADDRESS: VARIOUS	DRAWN BY: E. Infrate
CITY/STATE: VARIOUS	DESIGN DATE: Jan-30-07
TELEPHONE: N/A	SALES PERSON: Theresa Roth
FAX NUMBER: N/A	

APPROVAL:	DATE:
CLIENT:	
SALES:	
LANDLORD:	
PROGRAMMING:	
ENGINEER:	

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 DESIGNERS AND BUILDERS OF SHELTERS
 1000 S. GARDNER AVENUE
 SUITE 200
 SAN ANTONIO, TEXAS 78205
 (214) 343-1111
 WWW.PAA-STRUCTURES.COM

DATE	BY	DESCRIPTION
R1		
R2		
R3		
R4		
R5		

GENERAL NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



1
4
Exploded View
No Scale

PROJECT NAME: Santa Cruz Shelter	DRAWING:
ADDRESS: VARIOUS	SCALE: AS SHOWN
CITY/STATE: VARIOUS	DRAWN BY: E. Inalte
TELEPHONE: N/A	DESIGN DATE: JAN 30 07
FAX NUMBER: N/A	SALES PERSON:

APPROVAL:	DATE:
CLIENT:	
SALES:	
LANDLORD:	
PROGRAMMING:	
ENGINEER:	

Δ	DATE	BY	DESCRIPTION
R1			
R2			
R3			
R4			
R5			

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. MATERIALS SHALL BE AS SPECIFIED OR OF EQUAL OR BETTER QUALITY.

4. FINISHES SHALL BE AS SPECIFIED OR OF EQUAL OR BETTER QUALITY.

5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.

8. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

9. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT STRUCTURES.

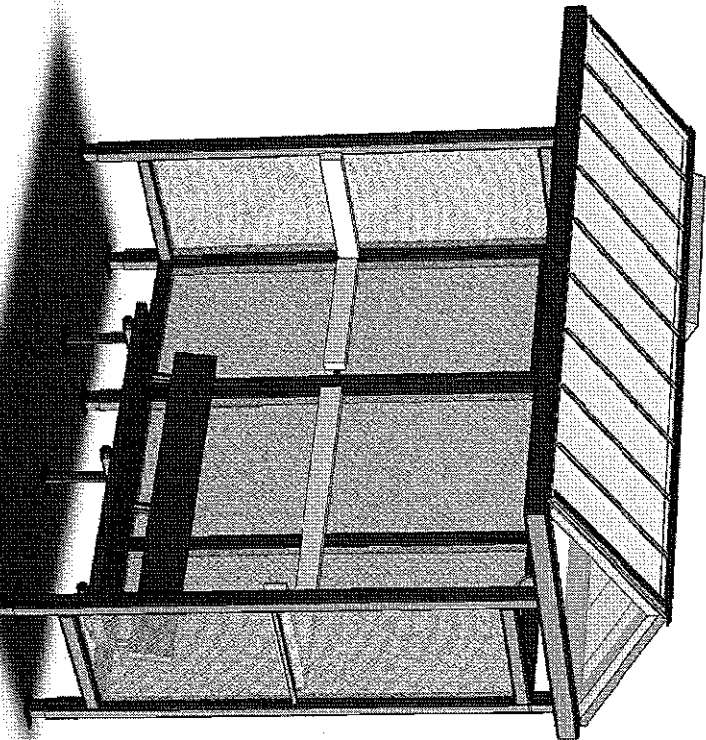
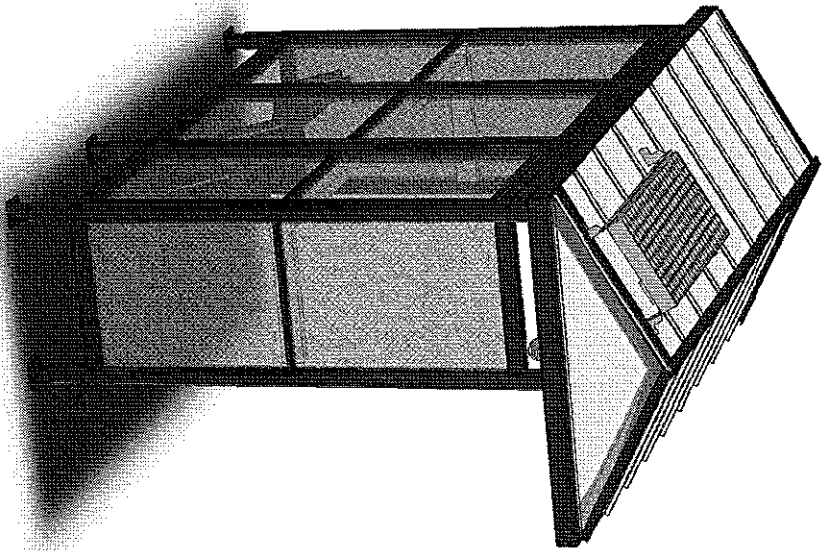
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES AND STRUCTURES.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES AND STRUCTURES.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES AND STRUCTURES.

Santa Cruz Metropolitan Transit

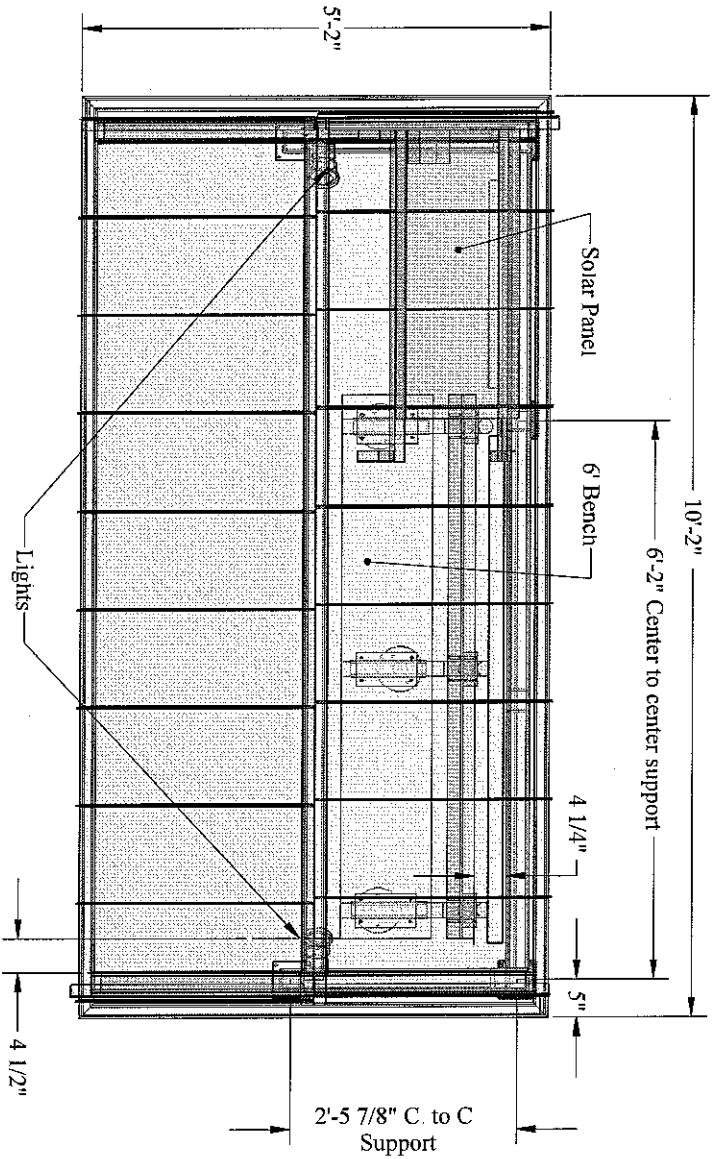
5x10' Peak Roof Shelter



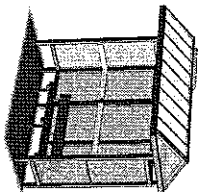
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1 Shelter Layout Plan
2
Scale: 3/4"=1'



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PROJECT NAME: Santa Cruz Shelter	DRAWING:
ADDRESS: VARIOUS	SCALE: AS SHOWN
CITY/STATE: VARIOUS	DRAWN BY: E. Infante
TELEPHONE: NA	DESIGN DATE: Jan '30-'07
FAX NUMBER: NA	SALES PERSON: Theresa Roth

APPROVAL	DATE
CLIENT	
SALES	
LANDLORD	
PROGRAMMING	
ENGINEER	



Δ	DATE	BY	DESCRIPTION
R1	-	-	
R2	-	-	
R3	-	-	
R4	-	-	
R5	-	-	

NOTE: THIS STANDARD LAYOUT AND DRAWING CREATES AN UNDESIGNATED UNIT. IT IS SUITABLE FOR VARIOUS USES IN ANY AREA. IT IS NOT TO BE TAKEN TO MEAN ANY SPECIFIC USE OR DESIGN. IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

GENERAL NOTES

CONSULT TO INVOICE FOR ELECTRICAL, MECHANICAL, AND PLUMBING DETAILS TO BE PROVIDED BY THE USER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

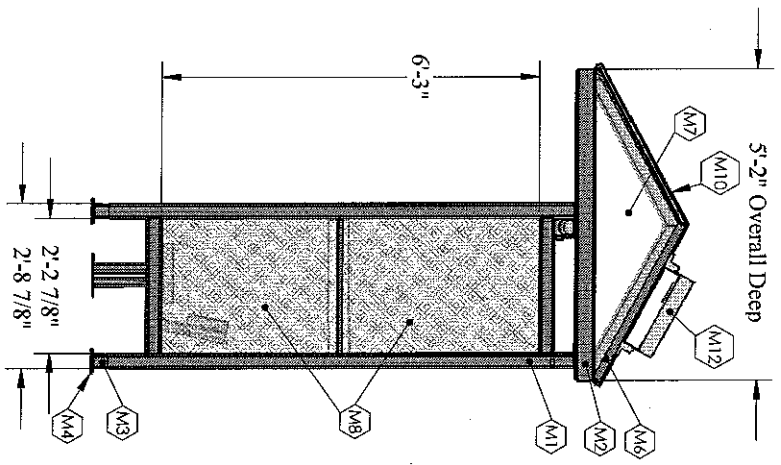
SHEET 2 of 4



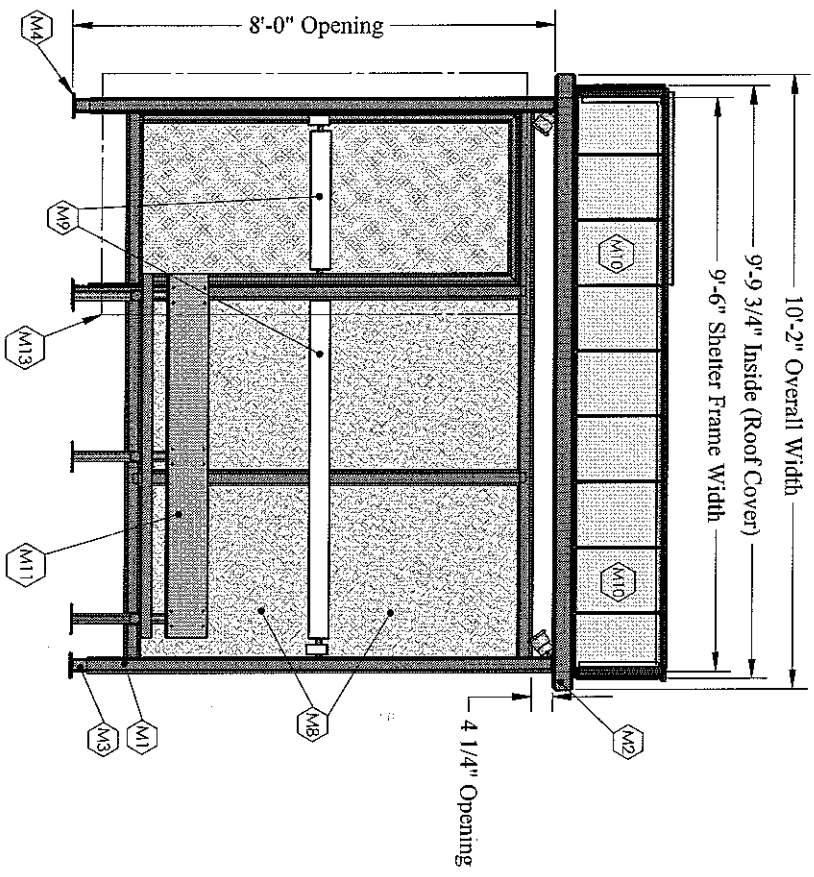
Finish/Paint/Powder Coat

Materials / Substrate

(M1)	3"x3"x3/16" Thick Aluminum Square Tube
(M2)	2"x4"x1/8" Thick Aluminum Rectangular Tube
(M3)	2 1/2"x2 1/2" x 1/4" Thick Alum. Square Tube (Steeve)
(M4)	5"x5"x3/8" Thick Alum. Plate
(M5)	2"x4"x1/4" Thick Aluminum C-Channel
(M6)	1"x2"x1/8" Thick Aluminum Rectangular Tube (Roof Rafter)
(M7)	1/4" Clear Plexiglass
(M8)	1/8" Perforated Aluminum Panel
(M9)	2"x4"x1/8" Aluminum Rectangular Tube (Hand rail)
(M10)	Aluminum .063 Roof Panels
(M11)	6" Bench
(M12)	Solar Panel
(M13)	Removable Panel Assembly for Optional Egress



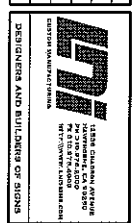
2 Shelter Right Side View
Scale: 1/2"=1'



1 Shelter Front View
Scale: 1/2"=1'

PROJECT NAME: Santa Cruz Shelter	DRAWING: AS SHOWN
ADDRESS: VARIOUS	DRAWN BY: F. Infante
CITY/STATE: VARIOUS	DESIGN DATE: Jan *30*07
TELEPHONE: N/A	SALES PERSON: Theresa Roth
FAX NUMBER: N/A	

APPROVAL:	DATE:
CLIENT:	
SALES:	
LAND/URB:	
PROGRAMING:	
ENGINEER:	

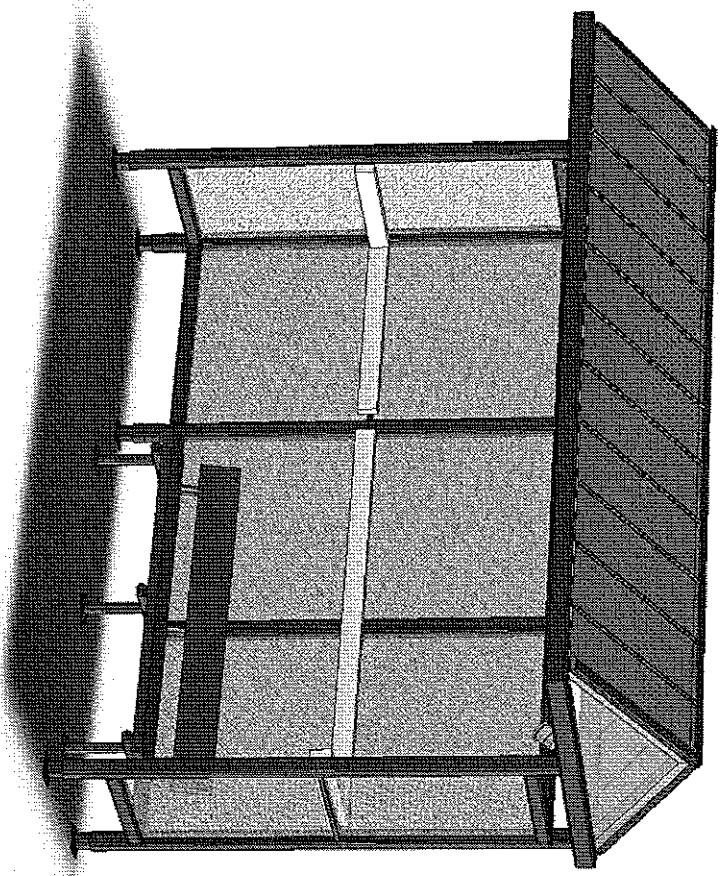
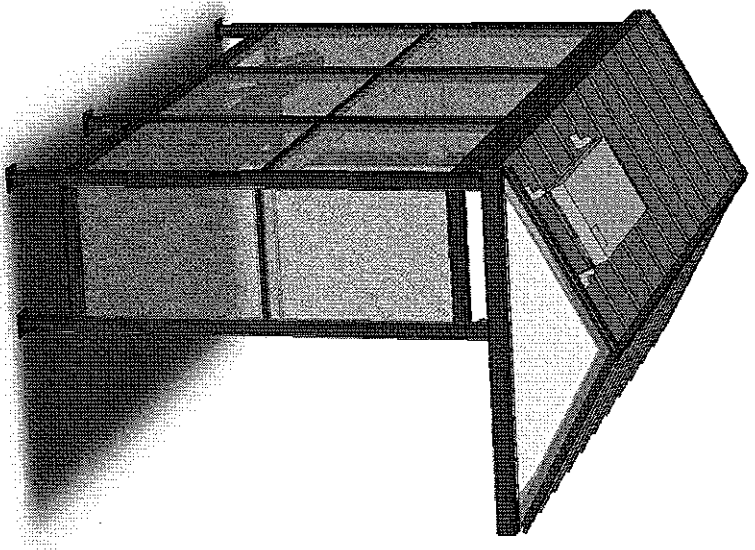


DATE	BY	DESCRIPTION
R1		
R2		
R3		
R4		
R5		

NOTE: THIS IS A GENERAL NOTE AND NOT A CONTRACT DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.	SHEET
GENERAL NOTES: 1. CONTRACTOR TO PROVIDE REMAINING ELECTRICAL SERVICE WITHIN 6" OF SHIELDING AND TO PROVIDE ALL ELECTRICAL CONNECTIONS TO BE MADE TO THE SHIELDING AND TO PROVIDE ALL ELECTRICAL CONNECTIONS TO BE MADE TO THE SHIELDING AND TO PROVIDE ALL ELECTRICAL CONNECTIONS TO BE MADE TO THE SHIELDING.	3 OF 4

Santa Cruz Metropolitan Transit

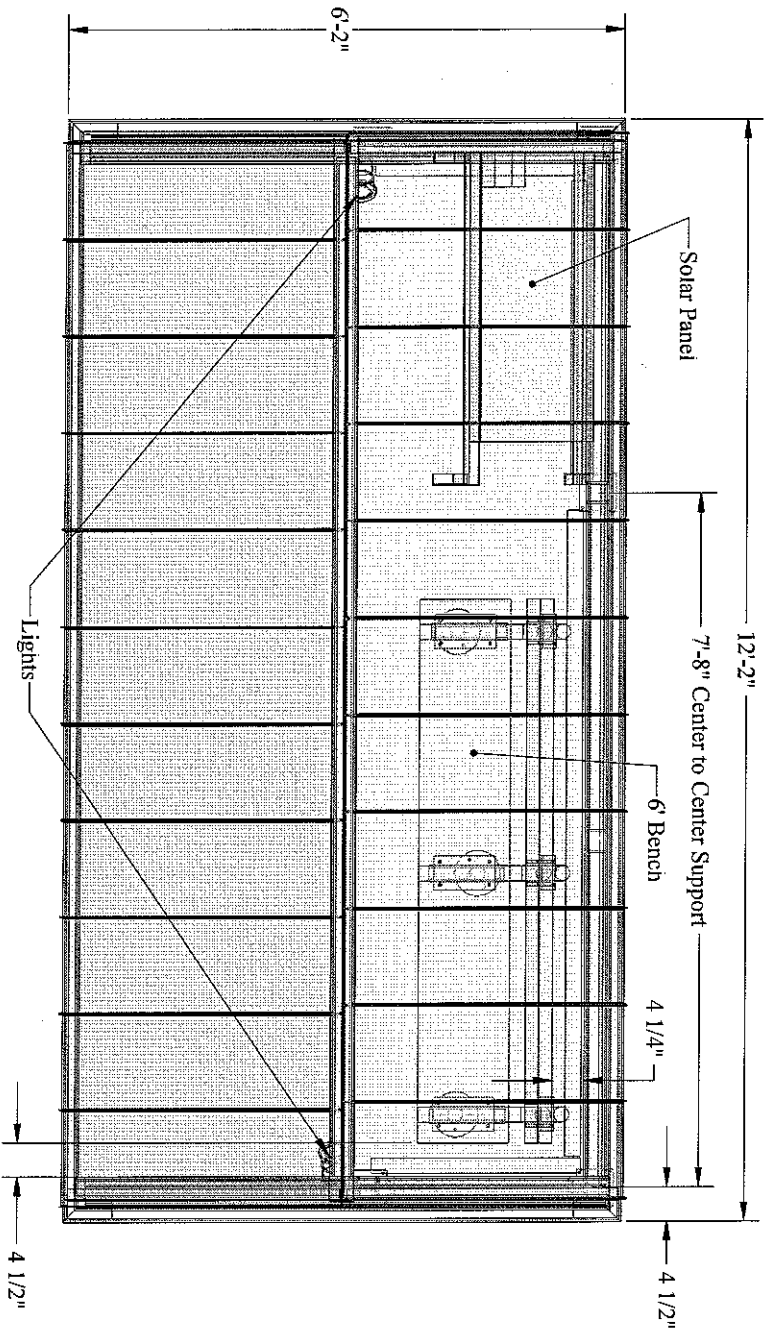
6'x12' Peak Roof Shelter



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1 Shelter Layout Plan
 2 Scale: 3/4"=1'

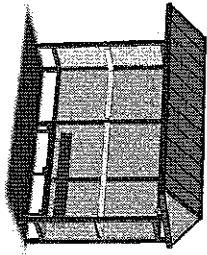
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CITY/STATE: VARIOUS	DRAWN BY: F. Inante
TELEPHONE: NA	DESIGN DATE: Jan '91-'97
FAX NUMBER: NA	SALES PERSON: Theresa Roth

APPROVAL:	DATE:
CLIENT:	
SALES:	
LANDLORD:	
PROGRAMING:	
ENGINEER:	



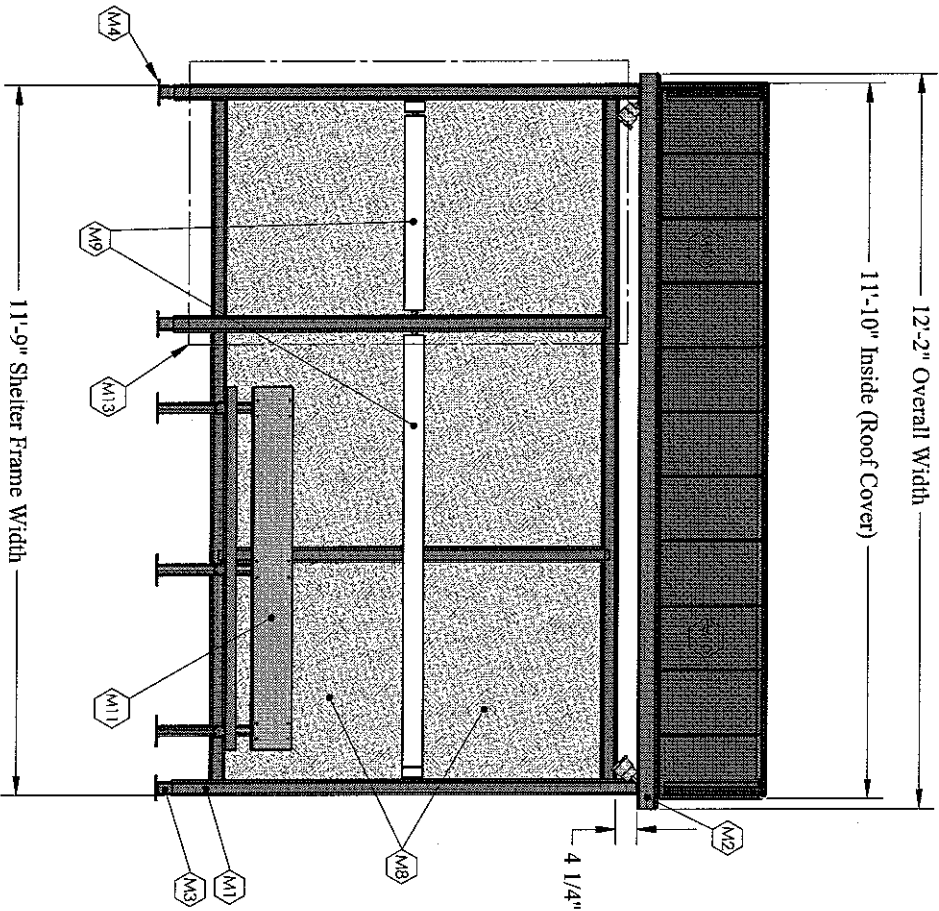
△	DATE	BY	DESCRIPTION
R1			
R2			
R3			
R4			
R5			

<p>THIS DRAWING IS A PRELIMINARY DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY A REVISION TO THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA CRUZ PRIOR TO CONSTRUCTION.</p> <p>GENERAL NOTES:</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL MATERIALS SHALL BE AS SHOWN OR OF EQUAL OR BETTER QUALITY.</p> <p>3. ALL WORK SHALL BE ACCORDING TO THE CITY CODE.</p>	SHEET
2 of 4	

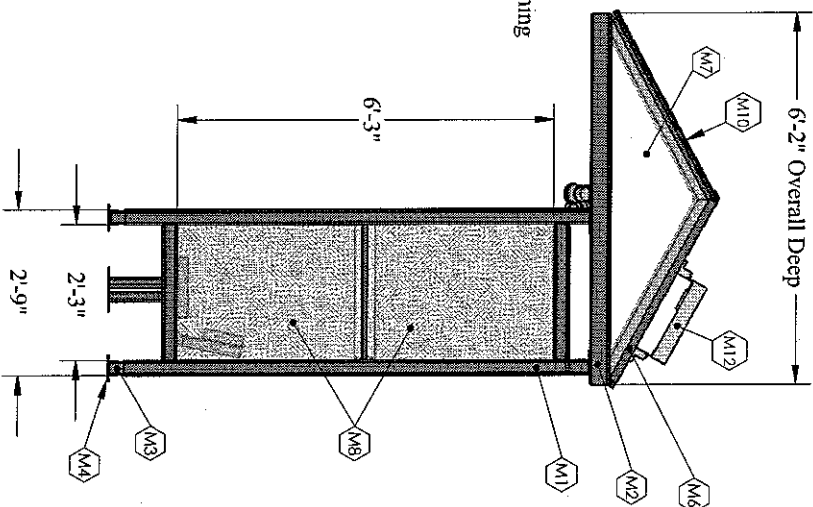


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1 Shelter Front Plan
Scale: 1/2"=1'



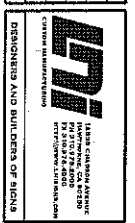
2 Shelter Right Side View
Scale: 1/2"=1'

Finish/Paint/Powder Coat	

Materials / Substrate
M1 3"x3"x3/16" Thick Alum. Square Tube
M2 2"x4"x1/8" Thick Aluminum Rectangular Tube
M3 2 1/2"x2 1/2" x 1/4" Thick Alum. Square Tube (Sleeve)
M4 5"x5"x3/8" Thick Alum. Plate
M5 2"x4"x1/4" Thick Aluminum "C" Channel
M6 1"x2"x1/8" Thick Aluminum Rectangular Tube (Roof Katers)
M7 1/4" Clear Plexiglass
M8 1/8" Perforated Aluminum Panel
M9 2"x4"x1/8" Aluminum Rectangular Tube (Hand rail)
M10 Aluminum .063 Roof Panels
M11 6" Bench
M12 Solar Panel
M13 Removable Panel Assembly for Optional Egress

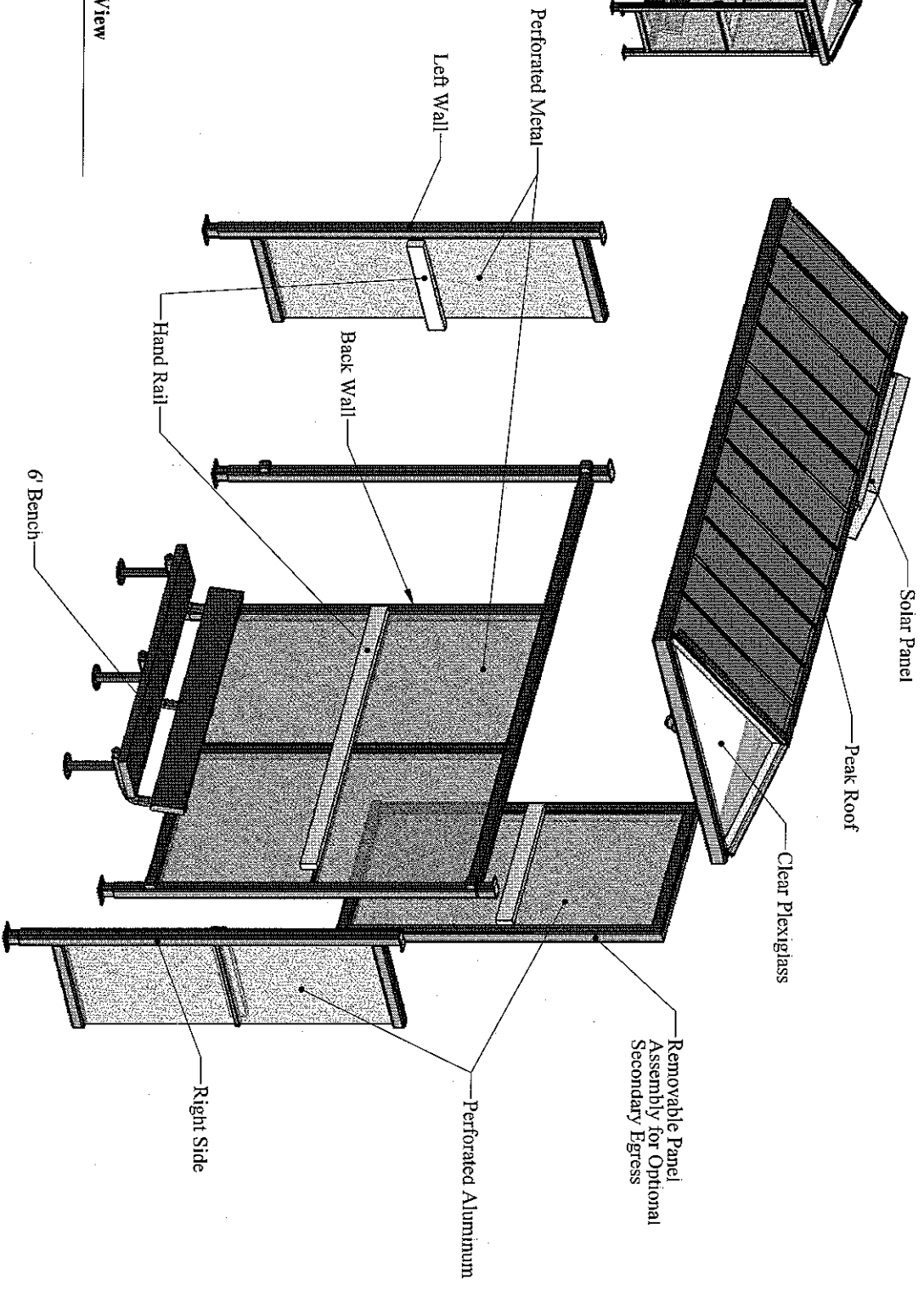
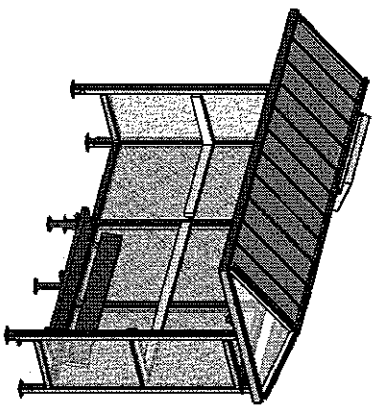
PROJECT NAME: Santa Cruz Shelter	DRAWING:
ADDRESS: VARIOUS	SCALE: AS SHOWN
CITY/STATE: VARIOUS	DRAWN BY: F. Inabate
TELEPHONE: NA	DESIGN DATE: Jan '91 '07
FAX NUMBER: NA	SALES PERSON: Theresa Roth

APPROVAL:	DATE:
CLIENT:	
SALES:	
LAND OUP:	
PROGRAMING:	
ENGINEER:	



Δ	DATE	BY	DESCRIPTION
R1			
R2			
R3			
R4			
R5			

<p>NOTE: THIS IS A PRELIMINARY DRAWING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND LABOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND LABOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.</p> <p>GENERAL NOTES</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.</p> <p>3. ALL MATERIALS SHALL BE FINISHED TO MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED.</p> <p>4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.</p> <p>5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.</p> <p>6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE PERMITS AND APPROVALS.</p> <p>7. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE INSURANCE AND BONDING REQUIREMENTS.</p> <p>8. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE UTILITIES AND SERVICES REQUIREMENTS.</p>	<p>SHEET</p> <p>3 OF 4</p>
--	----------------------------



1
4
Exploded View
No Scale

PROJECT NAME: Santa Cruz Shelter	DRAWING:
ADDRESS: Various	SCALE: AS SHOWN
CITY/STATE: Various	DRAWN BY: F. Iriarte
TELEPHONE: NA	DESIGN DATE: JAN-31-07
FAX NUMBER: NA	SALES PERSON: Theresa Roth

APPROVAL:	DATE:
CLIENT:	
SALES:	
LANDLORD:	
PROGRAMMING:	
ENGINEER:	

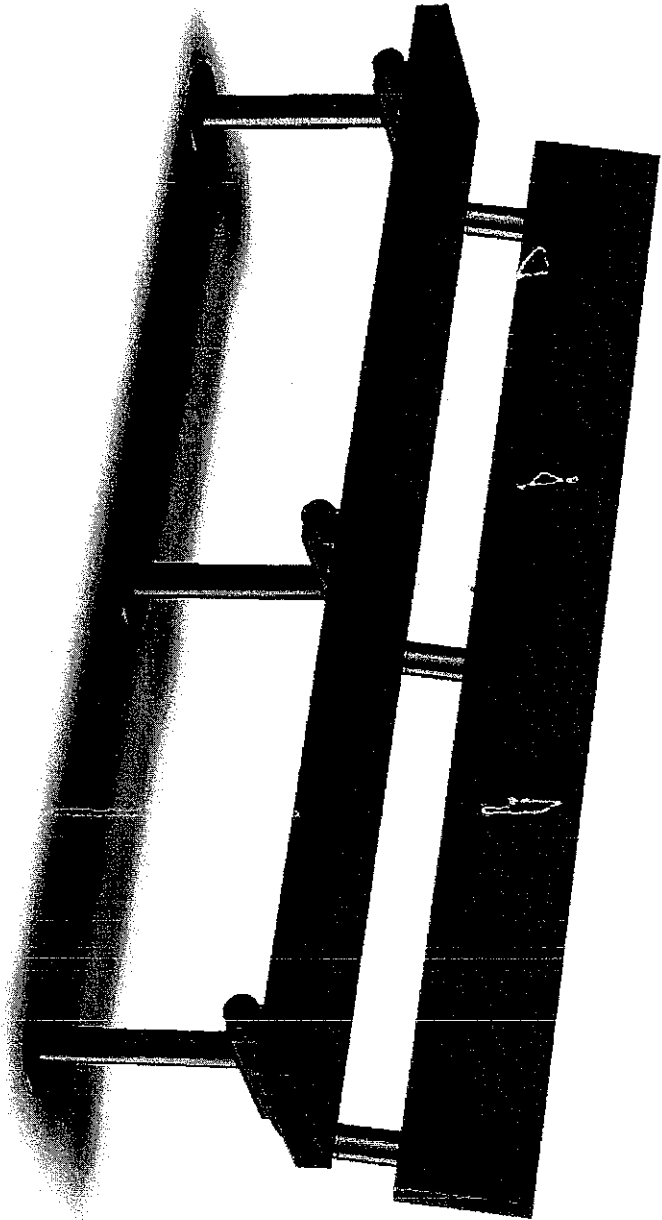
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 DESIGNERS AND BUILDERS OF SIGNS
 1435 S. 10TH AVENUE
 PHOENIX, AZ 85006
 (602) 944-7711
 WWW.771DESIGN.COM

Δ	DATE	BY	DESCRIPTION
R1			
R2			
R3			
R4			
R5			

GENERAL NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
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 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

Santa Cruz Metropolitan Transit

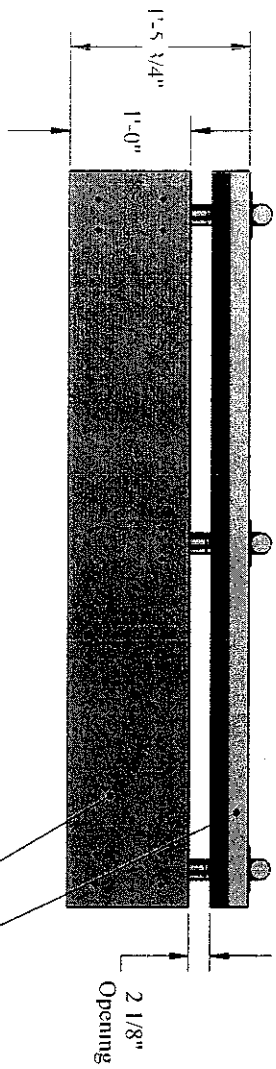
6' Bench



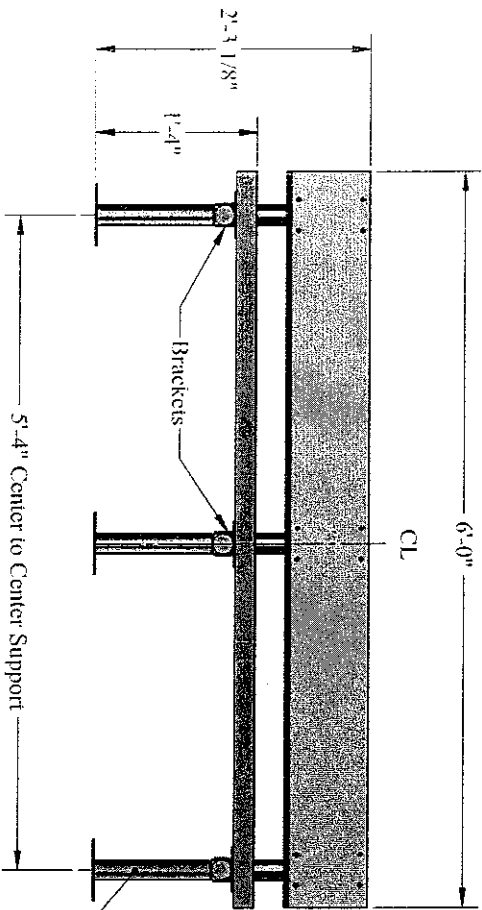
DESIGNERS & BUILDERS OF SIGNS
SINCE 1953



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12536 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP://WWW.LNISIGNS.COM



1 6' Bench Top View
Scale: 1"=1'



2 6' Bench Front View
Scale: 1"=1'



3 Solar System Detail
No Scale

PROJECT NAME: Santa Cruz Bench	DRAWING:
ADDRESS: Various	SCALE: AS SHOWN
CITY/STATE: VARIOUS	DRAWN BY: F. Inhale
TELEPHONE: N/A	DESIGN DATE: Jan *31 '07
FAX NUMBER: N/A	SALES PERSON: Theresa Roth

APPROVAL	DATE
CLIENT	
SALES	
LANDLORD	
PROGRAMMING	
ENGINEER	

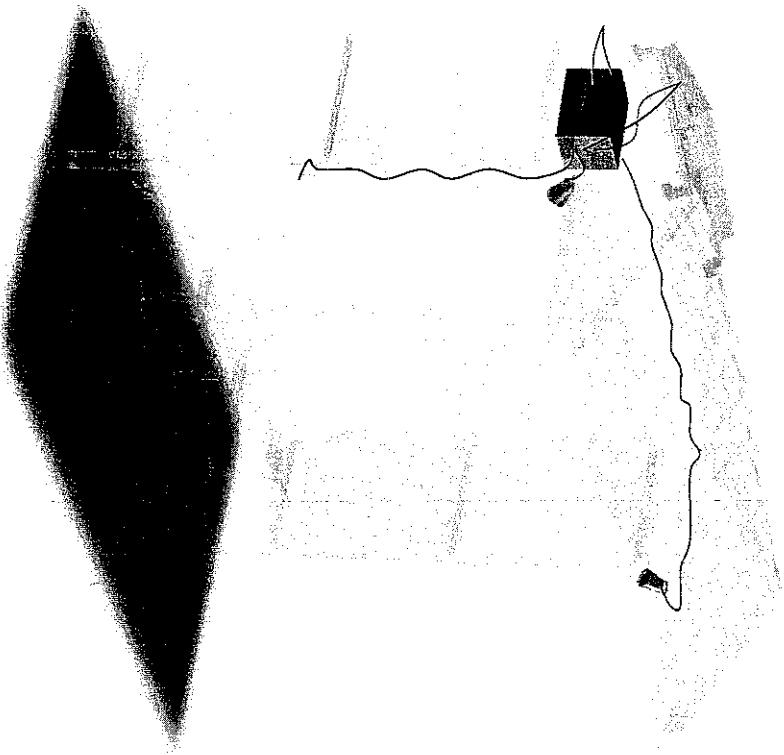
DATE	BY	DESCRIPTION
RE1		
RE2		
RE3		
RE4		
RE5		

SHEET	1 OF 1
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NOTE: THIS IS AN OFFLINE, UNLINKED, UNREGISTERED VERSION OF THE SOFTWARE. IT WILL NOT BE ABLE TO CONNECT TO THE INTERNET OR TO RECEIVE UPDATES. PLEASE PURCHASE THE FULL VERSION OF THE SOFTWARE FROM THE MANUFACTURER.

Santa Cruz Metropolitan Transit

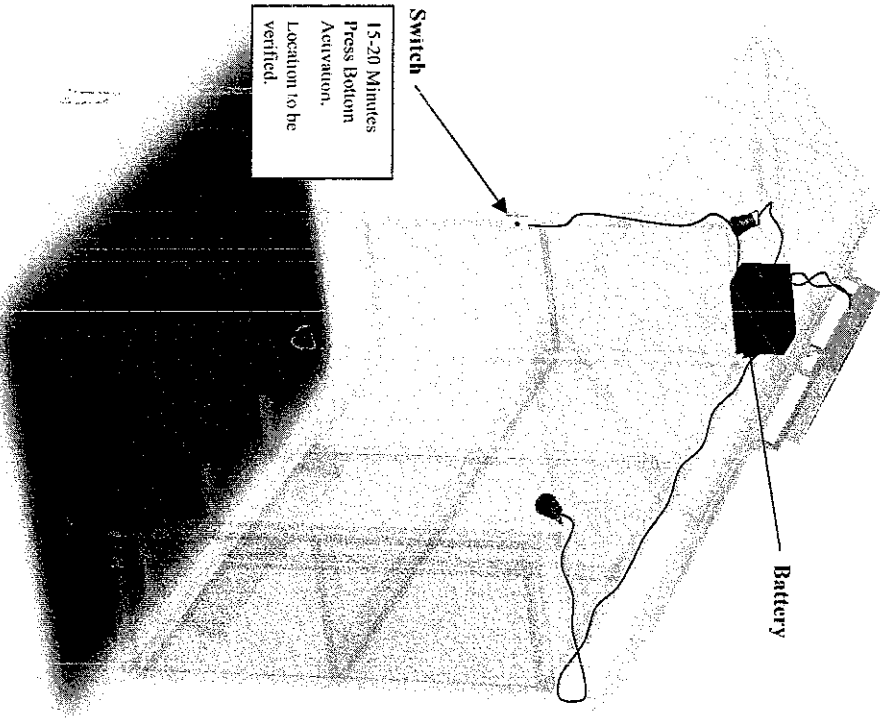
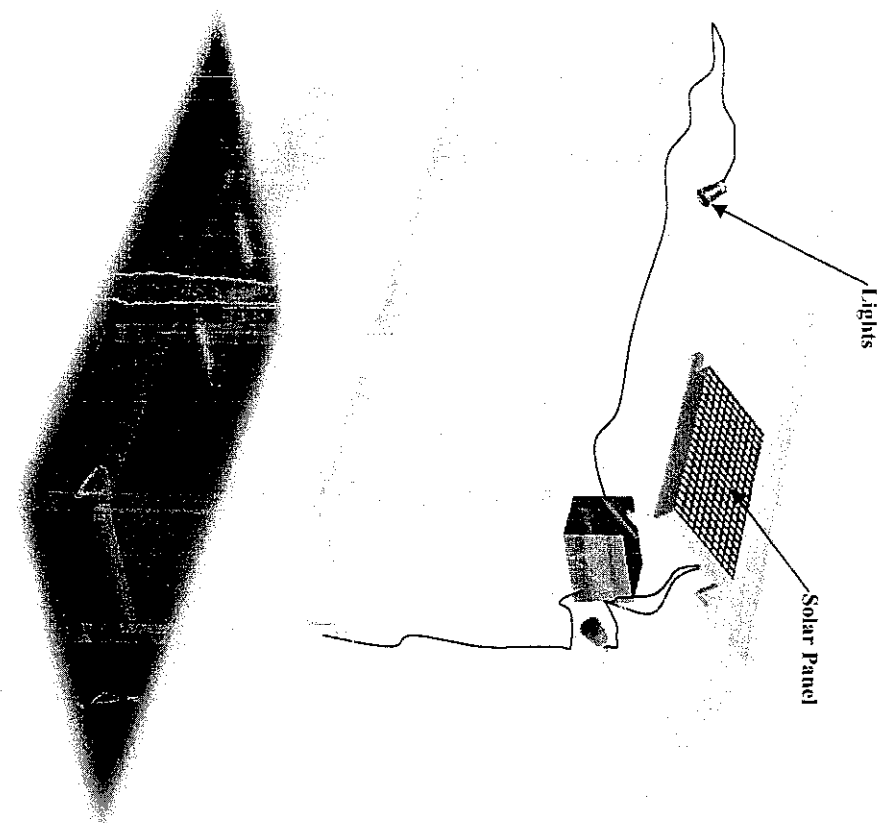
Solar Panel Detail



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Solar System Detail
No Scale

PROJECT NAME: Spring Creek Shelter	DRAWING:	APPROVAL:	DATE:
ADDRESS: Various	SCALE: AS SHOWN	CLIENT:	
CITY/STATE: Various	DRAWN BY: F. Mahle	SALES:	
TELEPHONE: N/A	DESIGN DATE: Jan *31-'07	LANDLORD:	
FAX NUMBER: N/A	SALES PERSON: Theresa Roth	PROGRAMMING ENGINEER:	

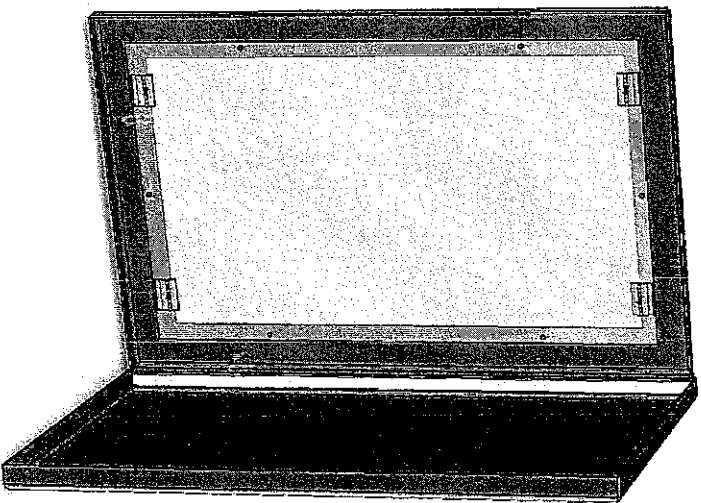
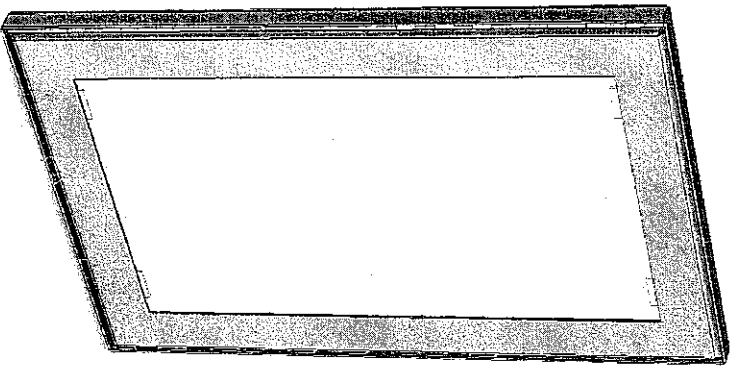
REVISIONS:	DATE:	BY:	DESCRIPTION:
R1			
R2			
R3			
R4			
R5			

GENERAL NOTES:	SHEET:
<p>THIS SYSTEM IS THE PROPERTY OF THE COMPANY AND IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED IN THE DRAWING. IT IS NOT TO BE REPRODUCED OR COPIED FOR ANY OTHER PROJECT OR LOCATION WITHOUT THE WRITTEN PERMISSION OF THE COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS SYSTEM. THE COMPANY ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS SYSTEM. THE COMPANY ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS SYSTEM.</p>	1 OF 1



Santa Cruz Metropolitan Transit

Display



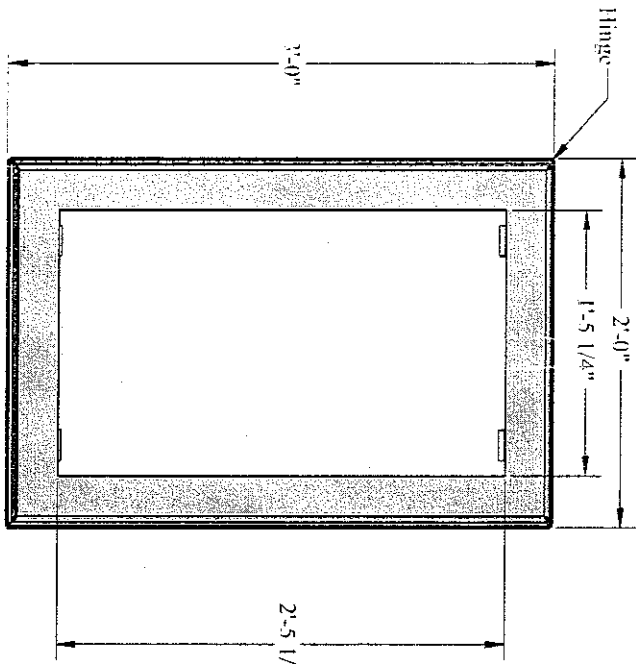
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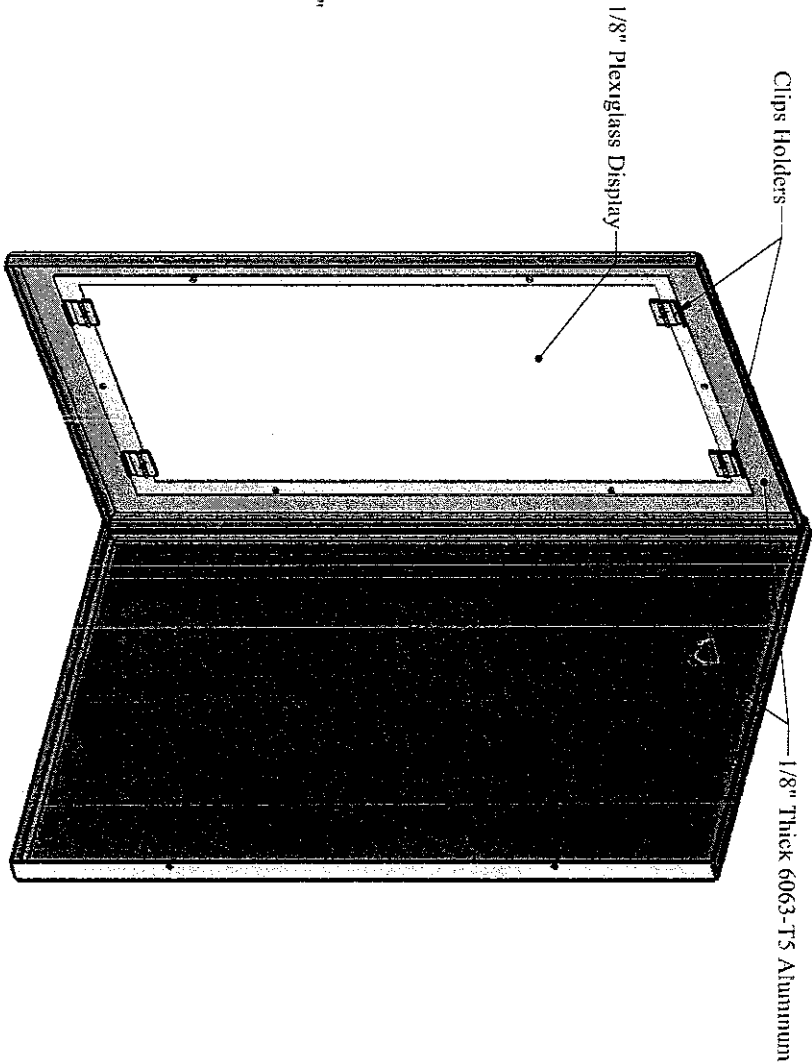


1 Display Top View
Scale: 1 1/2" = 1'



2 Display Front View
Scale: 1 1/2" = 1'

Note:
Mounting and placement
to be determined



3 Display Front View
Scale: 1 1/2" = 1'

PROJECT NAME: Santa Cruz Display	DRAWING:
ADDRESS: Various	SCALE: AS SHOWN
CITY/STATE: Various	DRAWN BY: F. Mantle
TELEPHONE: N/A	DESIGN DATE: Jan '31 '07
FAX NUMBER: N/A	SALES PERSON: Theresa Roth

APPROVAL:	DATE:
CLIENT:	
SALES:	
LANDSCAPE:	
PROGRAMMING:	
ENGINEER:	



NO.	DATE	BY	DESCRIPTION
01			
02			
03			
04			
05			

SHEET
1 OF 1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007
TO: Board of Directors
FROM: Harlan Glatt, Senior Database Administrator
**SUBJECT: CONSIDERATION OF REVIEW OF SCHEDULE EFFICIENCY
OF 2005 AND 2006 BIDS**

I. RECOMMENDED ACTION

This report is for informational purposes only. No action is required.

II. SUMMARY OF ISSUES

- In Winter 2005, METRO upgraded its Hastus run-cutting software in order to mitigate the major costs of IWC-9 compliance incurred in the prior Fall 2005 bid. This upgrade also provided superior control of bus-blocking and run-cutting that is essential to our efforts in controlling costs.
- Over the course of the past few bids, Staff has experienced a steep learning curve in the new software, which has resulted in *operator efficiency* being returned to “PRE-IWC” levels (Attachment A).
- While *operator efficiency* has been restored, the underlying *vehicle efficiency* has not fully recovered to post-IWC-9 levels. Staff believes it is still possible to improve *vehicle efficiency* and *operator efficiency* with further training and a service efficiency study to identify the causes (terms defined in Attachment B).

III. DISCUSSION

In 2003 METRO upgraded its Hastus run-cutting software from a very old character based unix version to the windows-based version 5, an older version far from the state-of-the-art version, but quite adequate for our purposes and budget. As part of the conversion cost, the software vendor Giro supplied basic on-site training and continued to support METRO during the extensive conversion process and learning curve. Hastus 5 was a big step forward for METRO.

In Fall 2005 METRO was required to instantly comply with the newly enacted IWC-9 regulation in which bus operators are mandated to have meal breaks after 5 hours worked, and 10 minute paid rest breaks during their work.

The resulting IWC-compliant Fall 2005 service, which was developed through Giro consulting in a rushed time-frame, was very inefficient. This was due to the huge increase in travel necessitated by the meal breaks. METRO’s long standing model of garage-to-garage

car travel in which operators get to-and-from their assigned block of work was no longer sufficient, and METRO's fleet of seven travel cars was inadequate to meet the requirements of the bid. Due to the time and software constraints, large bus blocks were chopped up into smaller blocks in order to get operators back to the garage without needing more travel cars than we had. The number of blocks rose from 108 to 141. Total operator shifts jumped from 127 to 138.

The Winter 2005 Service improvement was achieved by utilizing "Hastus version 2006" through further Giro assistance, which enabled new carpool modelling and refined blocking capabilities to ensure IWC-compliance in the vehicle schedules before they were cut up into driver shifts. Ten additional travel cars were leased to enable us to deploy the new solution.

Due to the lack of time to install and gain expertise with Hastus 2006, the Winter 2005 development work was accomplished by outsourcing to Giro. The software/hardware upgrade procurement and installation process continued in parallel. The Winter solution was reused for Spring, to allow time to install the new Hastus 2006 version. Staff received basic training from Giro during the following Summer bid development.

Staff has used the *Hastus 2006* software for Fall 2006, Winter 2006, and Spring 2007, a total of three bids. With each attempt Staff has achieved incremental improvement in *operator efficiency* while correcting operational issues such as capacity problems. While staff has achieved incremental improvements in *operator efficiency*, our next goal is to raise *vehicle efficiency*. Discussions with Giro suggest there are still ways to lower cost through more efficient scheduling of revenue service, while still maintaining or improving *operator efficiency*. To reach this goal requires more in-depth study of our service.

The new Schedule Analyst has so far participated in the new Spring 2007 service, and has done well with on-the-job Hastus training under the Senior Database Administrator. Already she is showing to be an asset to the team, and with formal Giro basic scheduling training stands to make considerable gains.

Staff believes that additional advanced Hastus training in combination with a professional analysis of our service can help to correct the inefficiencies described above, and give Staff the tools to continue to create more efficient cost-effective service into the future. The next item on the agenda will allow us to continue to make improvements to the efficiency of our scheduling practices.

IV. FINANCIAL CONSIDERATIONS

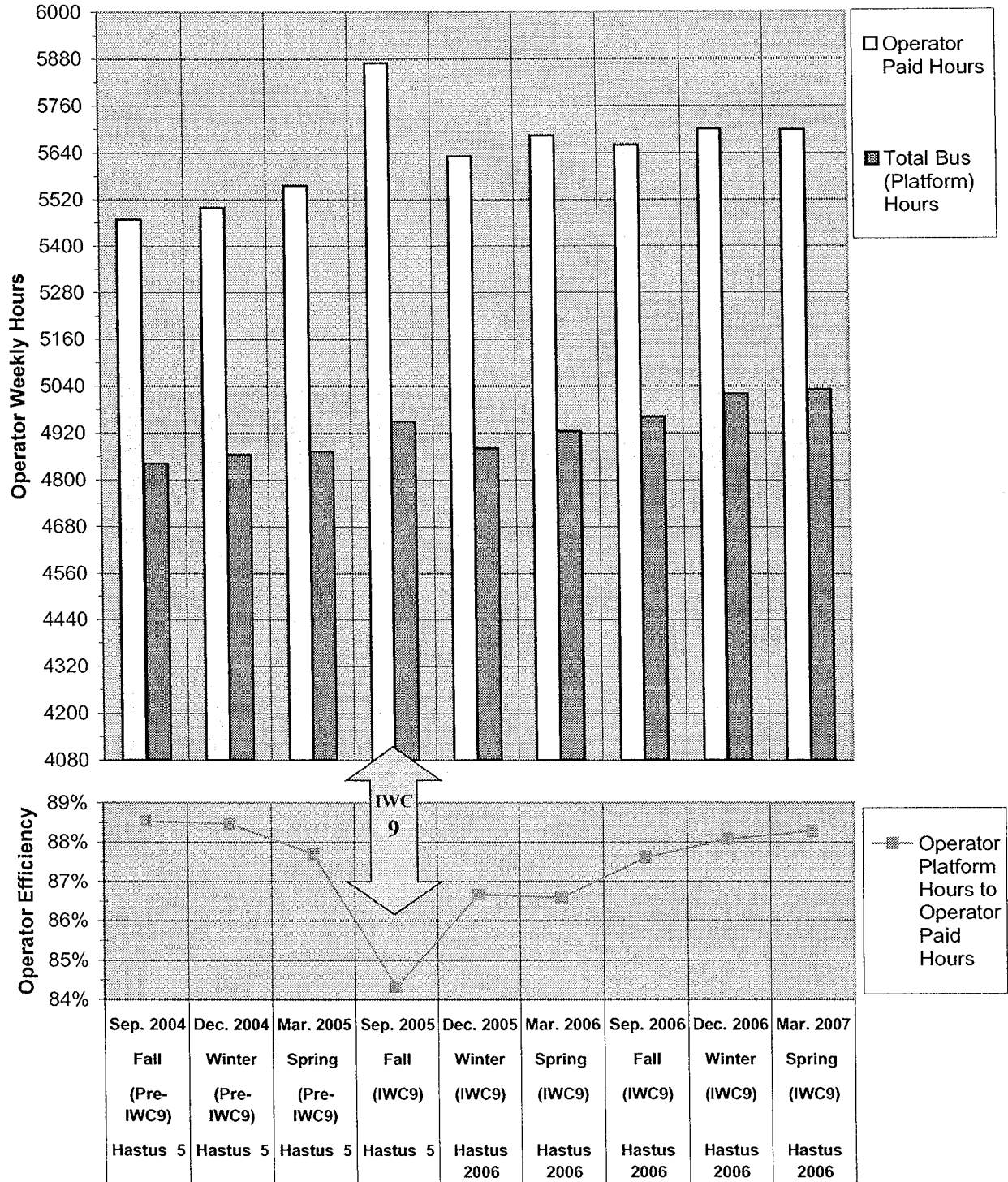
This report is informational and has no direct financial impact.

V. ATTACHMENTS

Attachment A: Timeline of Schedule Efficiency Chart

Attachment B: Definitions, Clarifications, Chart Data

Timeline of SCMTD Service Hours and Efficiency (Pre-IWC9 to Present)



NOTES:

- Summer Bids have been excluded from comparison due to natural attrition of service hours.
- Weekly figures are useful for benchmark comparison purposes as a composite of all regular and school-term service, but do not reflect actual planned service and cannot be extrapolated to accurately represent annual figures

10.a1

Definition of Terms

- *Efficiency* is a standard metric expressed as a percentage of one value to a total value. It is useful for comparison across bids, since in-service hours will vary from bid-to-bid according to service changes and will skew comparison of all other derived values and totals.
- *Operator Efficiency* (“paid to plat”) is a metric defined as the percentage of Total Operator Platform Hours to Total Operator Paid Hours, the latter including the overhead of bonus pay hours and travel hours on top of hours worked.
- *Vehicle Efficiency* is a metric defined as the percentage of In-Service Vehicle Hours (the planned revenue service) to Total Vehicle Hours, the latter including the overhead of Off-Service deadhead, layover between trips, and block pulls to-and-from the yard necessary to deploy it.

Review of how Service is put together:

- All trips of all routes are defined (as shown in *Headways*). Any service changes for the new bid must be translated to modifications of these trips.
- Individual trips are sequenced into “blocks” of work that a bus (regardless of driver) would perform. The trips and the block to which they’re assigned, comprise the Vehicle Schedule. There are myriad ways that trips can be arranged into blocks (some far more efficient than others), as long as all trips are accounted for. Generally fewer longer blocks are the most efficient. Software puts the blocks together efficiently, while maximizing the occurrence of 10-minute-or-greater layovers between trips, which are needed to satisfy IWC rest break requirements for operators. In this way, IWC-9 compliance is “at odds” with vehicle efficiency.
- In the Crew Schedule, Blocks are “cut” into segments (or runs) at “relief points” and assigned to operators with car travel as necessary to get them to and from those “relief points.” All segments of all blocks must be accounted for. This work is performed by the software and takes 3-4 hours to compute a weekday schedule, 1-2 hours for a weekend schedule, as it must try every permutation of every relief option and weigh by cost, while adhering to our rule-set to ensure validity and efficiency.
- In roughly two weeks of staff time numerous trials are made and recorded, and the final valid solutions are reviewed by operations and planning staff and a final choice is made from the best available candidates. It is very intense and exacting work, which has yielded incremental improvement each time so far, but an eventual plateau is expected.

DATA TABLE FOR ATTACHMENT A:

	(Pre-IWC9) Fall Sep. 2004	(Pre-IWC9) Winter Dec. 2004	(Pre-IWC9) Spring Mar. 2005	(IWC9) Fall Sep. 2005	(IWC9) Winter Dec. 2005	(IWC9) Spring Mar. 2006	(IWC9) Fall Sep. 2006	(IWC9) Winter Dec. 2006	(IWC9) Spring Mar. 2007
Operator Platform Hours to Operator Paid Hours	88.54%	88.47%	87.70%	84.33%	86.67%	86.60%	87.62%	88.09%	88.28%
Total Bus (Platform) Hours	4842:21	4864:49	4873:19	4949:41	4881:46	4924:46	4961:57	5021:12	5031:37
Operator Paid Hours	5469:25	5498:53	5556:39	5869:35	5632:26	5683:51	5659:19	5700:14	5699:25
In-Service Bus Hours	3729:37	3728:41	3732:24	3735:28	3733:34	3768:33	3773:41	3795:50	3809:01

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR SCHEDULE TRAINING IN HASTUS 2006 WITH TRANSPORTATION MANAGEMENT & DESIGN, INC.

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for schedule training in Hastus 2006 with Transportation Management & Design, Inc.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Only one firm submitted a proposal for the District's review.
- A four-member evaluation committee comprised of District staff reviewed and evaluated the proposal.
- The evaluation committee is recommending that a contract be established with Transportation Management & Design, Inc. for schedule training in Hastus 2006.

III. DISCUSSION

Due to new work rules for public transit coach operators, mandated by the California Industrial Welfare Commission in Wage Order 9 (IWC-9), District is required to provide rest and meal breaks in crew schedules, adding significant labor costs to bus operations. To reduce coach operator costs while accommodating the new work rules, METRO upgraded its scheduling software to Hastus version 2006 (with Minbus) to gain additional scheduling capabilities. METRO wants to continue to pursue improvements to overall system efficiency to offset these additional costs. The training sought for this proposal will build upon the standard vendor training already received, and allow us to integrate advanced scheduling efficiency concepts and practices with the Hastus toolset now available.

On November 27, 2006 District Request for Proposal No. 06-15 was mailed to ten firms and was legally advertised. A notice was also posted on the District's web site. On January 8, 2007, one proposal was received and opened. A four-member evaluation committee comprised of District

staff has reviewed and evaluated the proposal. A cost and price analysis was also performed as required by FTA Circular 4220.1E. It should be noted that the software manufacturer (Giro) is working with this contractor and will provide training to the District as a subcontractor. Transportation Management & Design has recently performed an IWC Wage Order 9 project at Foothill Transit that achieved a net operating cost reduction. In order to achieve these savings, creative advanced scheduling practices are required. The consultant will be working with our staff to assist us in implementing future changes and service efficiency reviews.

The evaluation committee is recommending that the Board of Directors authorize the General Manager to sign a contract with Transportation Management & Design, Inc. for schedule training in Hastus 2006 for an amount not to exceed \$69,635. Contractor will provide all services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the budget.

V. ATTACHMENTS

Attachment A: Contract with Transportation Management & Design, Inc.

Note: The RFP along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at www.scmttd.com

**PROFESSIONAL SERVICES CONTRACT
FOR SCHEDULE OPTIMIZATION AND TRAINING IN HASTUS 2006 (06-15)**

THIS CONTRACT is made effective on _____ between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and TRANSPORTATION MANAGEMENT AND DESIGN, 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, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Schedule Optimization And Training In Hastus 2006 Services

District has the need for Schedule Optimization And Training In Hastus 2006 Services. In order to obtain these services, the District issued a Request for Proposals, dated November 27, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Schedule Optimization And Training In Hastus 2006 Services and whose principal place of business is 5541 Fermi Court, Suite 170, Carlsbad, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Schedule Optimization And Training In Hastus 2006 Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On March 23, 2007 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Schedule Optimization And Training In Hastus 2006 Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Part IV, Article 13.14 of the Request for Proposal (Exhibit A).

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 27, 2006

B. Exhibit "B" (Contractor's Proposal)

11.a1

Contractor's Proposal to the District for Schedule Optimization And Training In Hastus 2006 Services, signed by Contractor and dated January 4, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 27, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 27, 2006.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for one year or until completion of contract requirements and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$69,635 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Transportation Management and Design, Inc.
5541 Fermi Court
Suite 170
Carlsbad CA 92008
Attention: President

7. 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 this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
TRANSPORTATION MANAGEMENT AND DESIGN, INC.

By _____
Russell Chisholm
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

For Schedule Training in Hastus 2006

District RFP No. 06-15

Date Issued: November 27, 2006

Proposal Deadline: 5:00 P.M., January 8, 2007



Contents of this RFP

Part I.	Instructions to Offerors
Part II.	General Information Form
Part III.	Specifications
Part IV.	General Conditions
Part V.	Contract/Agreement
Part VI.	FTA Requirements for Non-Construction Contracts
Part VII.	Protest Procedures

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

Any contract or purchase order entered into as a result of this RFP shall incorporate the RFP and the proposal submitted by successful offeror. In the event of conflict between the proposal and any other contract document, the other contract document shall prevail unless specified otherwise by the District. Telephone or electronic proposals will not be accepted.

4. **LATE PROPOSALS:** Proposals received after the date and time indicated herein shall not be accepted and shall be returned to the Offeror unopened.

Requests for extensions of the proposal closing date or time will not be granted. Offerors mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals before the deadline, as it is the offerors responsibility to ensure that proposals arrive before the closing time.

5. **MULTIPLE PROPOSALS:** An offeror may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be in abbreviated form, using the same format, but providing only the information that differs in any way from the information contained in the master proposal. Master proposals and alternate proposals should be clearly labeled.
6. **PARTIAL PROPOSALS:** No partial proposals shall be accepted.
7. **WITHDRAWAL OR MODIFICATION OF PROPOSALS:** Proposals may not be modified after the time and date proposals are opened. Proposals may be withdrawn by Offeror before proposal opening upon written request of the official who is authorized to act on behalf of the Offeror.
8. **CHANGES TO THE RFP RECOMMENDED BY OFFERORS:** All requests for clarification or modification of the RFP shall be made in writing. Offerors are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to the District and the advantage to the District of the proposed change.
9. **ADDENDA:** Modifications to this RFP shall be made only by written addenda issued to all RFP holders of record. Verbal instructions, interpretations, and changes shall not serve as official expressions of the District, and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by offerors and included in their proposals.
10. **OFFEROR'S PROPOSAL TO THE DISTRICT:** Offerors are expected to thoroughly examine the scope of work and terms and conditions of the RFP. Offerors' terms, conditions, and prices shall constitute a firm offer to the District that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for

proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

11. **SINGLE OFFEROR RESPONSIBILITY:** Single Offeror responsibility is required under this RFP. Each Offeror responding to this RFP must respond to all professional services and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein.
12. **EXPERIENCE AND QUALIFICATIONS:** Offeror may be required upon request of the District to substantiate that Offeror and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.
13. **SUBCONTRACTING:** The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Offeror assumes the following responsibilities: (1) serves as the sole general contractor with the District; (2) assumes full responsibility for the performance of all its subcontractors, joint venturers, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venturer; and, (5) submits copies of all subcontracts and other agreements proposed to document such arrangement.

Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make the District a third-party beneficiary thereunder; (b) grant to the District the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to the District any and all warranties and indemnities provided or offered by the subcontractor or similar party.

14. **EVALUATION CRITERIA AND AWARD OF CONTRACT:** The award of the contract will be made to the responsible Offeror whose proposal is most advantageous to the District. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **DISTRICT'S PREROGATIVE:** The District reserves the right to contract with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit the District to negotiate a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

The District reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

16. **EXECUTION OF CONTRACT:** The final contract shall be executed by the successful offeror and returned to the District Administrative Office no later than ten (10) calendar days after the date of notification of award by the District. All required bonds and insurance certificates shall also be submitted by this deadline. In the event successful offeror does not submit any or all of the aforementioned documents on or before the required deadline, the District may award the contract to another offeror; in such event, District shall have no liability and said party shall have no remedy of any kind against the District.
17. **DISADVANTAGED AND WOMEN'S BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful offeror selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

18. NONDISCRIMINATION: The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability in the consideration for award of contract.

***ADDITIONAL INSTRUCTIONS TO OFFERORS ARE SET FORTH IN
OTHER SECTIONS OF THIS REQUEST FOR PROPOSALS***

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

BUY AMERICA PROVISION
(Only for Contracts above \$100,000)

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS _____

 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATON _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

PART III

SPECIFICATIONS FOR SCHEDULING TRAINING

1. INTRODUCTION

Following the recent hire of a new Schedule Analyst, the Santa Cruz Metropolitan Transit District (District) seeks proposals from qualified firms to perform basic (manual) scheduling training (part 1), in conjunction with an efficiency analysis of District's scheduling practices, the findings of which will be incorporated into an advanced *Hastus* scheduling training (part 2).

District will implement this project through a contract with consultant experienced in:

- Schedule Efficiency Analysis
- Basic Manual Scheduling Training
- Scheduling Training interactive with *Hastus* scheduling software

Due to new work rules for public transit coach operators, mandated by the *California Industrial Welfare Commission in Wage Order 9 (IWC-9)*, District is required to provide rest and meal breaks in crew schedules, adding significant labor costs to bus operations. To reduce coach operator costs while accommodating the new work rules, District upgraded its scheduling software to *Hastus version 2006 (with Minibus)* to gain additional scheduling capabilities. District wants to continue to pursue improvements to overall system efficiency to offset these additional costs. The training sought for this proposal will build upon the standard vendor training already received, to integrate advanced scheduling efficiency concepts and practices with the *Hastus* toolset now available.

District runs 41 public transit routes throughout Santa Cruz County, California with a service-area population of 252,000 and carries over 6 Million passenger trips annually. District serves four transit centers: Metro Center in downtown Santa Cruz; Watsonville Transit Center; Capitola Mall; and the Scotts Valley Transit Center. District dispatches all personnel and equipment from one operating facility.

District will execute a contract for this work in early 2007 through a competitive, qualifications-based process.

2. SCOPE OF WORK

The consultant chosen will provide a two-part scheduling training on-site, and deliver recommendations of key elements for efficiency improvement. The first training is basic (manual) scheduling training. The advanced follow-up training will integrate the findings of the schedule efficiency analysis to improve transit service efficiency primarily through improvements to scheduling strategies and best practices.

District will provide the chosen consultant with remote access to its *Hastus 2006* scheduling environment, and a copy of its Labor Agreement, which consultant will use in conjunction with District staff interviews to produce a schedule efficiency analysis, which may overlap the first training.

This project will result in the most efficient scheduling solution possible in the context of developing the next immediate booking at the time of the advanced training. The consultant will assure a complete transfer of knowledge and skills to District staff as demonstrated by the staff's ability to independently duplicate on subsequent bids the techniques learned in the training. The recommendations received will serve as a road map for District to achieve long-term efficiency improvements and hardware/software acquisitions.

District reserves the right to negotiate the final scope of work for this project.

3. PROJECT SCHEDULE

Event	Date
Proposal Due Date	January 8, 2007, 5:00 p.m.
Contract Award	January 26, 2007
Staff Training: Basic Manual Scheduling	Early March, 2007
Delivery of Schedule Efficiency Analysis	TBD
Staff Training: Advanced Scheduling with <i>Hastus</i> to develop District Summer Booking*	Early April, 2007

* Summer Booking is the projected timeline, otherwise either or both trainings may be moved forward to the next immediate booking (Fall=May-June, Winter=Aug-Sept, Spring=Nov-Dec).

4. PROPOSAL SUBMISSIONS

4.1 General

Submit a response to this request using an appropriate format on 8-1/2 x 11" paper.

4.2 Project Approach

Describe your approach to the project with specific milestones and dates or elapsed times. List project objectives to be accomplished at each milestone. Describe when, where and how training will be conducted in conjunction with specific tasks required to accomplish the next immediate booking at the time of training. Provide an approximate number of consultant hours to be devoted to trainings and those to be charged to schedule efficiency analysis.

4.3 Project Team

Describe the members of the consultant team who will deliver the proposed training and analysis. Provide a resume for each member of the team.

4.4 Experience

Describe previous experience with similar projects requiring a combination of schedule efficiency analysis and on-site training.

4.5 Schedule Efficiency Analysis

Shall include the following:

- Review District Labor Agreement constraining elements
- Review IWC-9 scheduling approach and costs
- Review District scheduling practices
- Identify current system efficiency and effectiveness
- Establish key elements, which could improve efficiency and effectiveness along with requirements to achieve such goals (e.g. additional software recommendations, staff training, new scheduling practices, etc.)

4.6 References

Provide at least three references to previous contracts sharing comparable consulting elements. References should include a detailed description of the work performed, cost, the manager or team leading the work and the name, address and telephone number of each primary contact.

4.7 Cost Proposal

Consultant shall provide a cost proposal for required services. Cost proposal shall breakdown the estimated hours for each required task and the rate(s) per hour.

5. EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria to determine qualifications for contract award:

CRITERIA	POINTS POSSIBLE
1. Responsiveness to Scope and Schedule	35
2. Experience with Transit Efficiency Studies and Hastus 2006/ <i>Minbus</i>	35
3. Cost Proposal	20
4. References	10
Total Points Possible	100

District staff including the Purchasing Agent and the Assistant General Manager will review and rank proposals.

6. PROPOSAL SUBMISSION

Submit an original and five copies of your proposed response to this request by the deadline to:

Lloyd Longnecker, Purchasing Agent
Santa Cruz Metropolitan Transit District
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Proposals are due to the District by January 8, 2007 at 5:00 pm and become the property of the Santa Cruz Metropolitan Transit District.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property (ies) of Contractor and third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR SCHEDULE OPTIMIZATION AND TRAINING IN HASTUS 2006 (06-15)

THIS CONTRACT is made effective on _____, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Schedule Optimization And Training In Hastus 2006 Services

District has the need for Schedule Optimization And Training In Hastus 2006 Services. In order to obtain these services, the District issued a Request for Proposals, dated November 27, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Schedule Optimization And Training In Hastus 2006 Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Schedule Optimization And Training In Hastus 2006 Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Schedule Optimization And Training In Hastus 2006 Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 27, 2006

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Schedule Optimization And Training In Hastus 2006 Services, signed by Contractor and dated January 8, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 27, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 27, 2006.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be until completion of contract requirements and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. 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 this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

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

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

18.0 PATENT RIGHTS (Applicable only to research and development contracts)

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

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

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

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

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

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

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost Allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

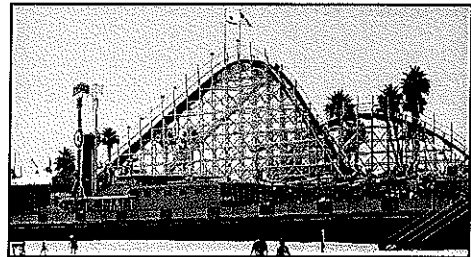
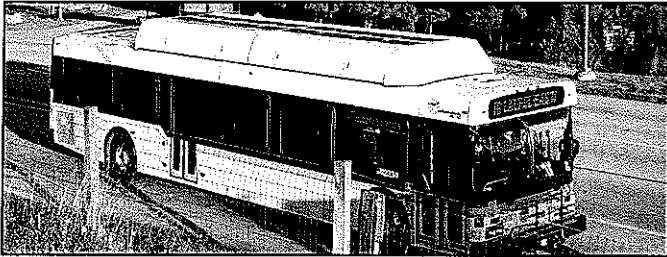
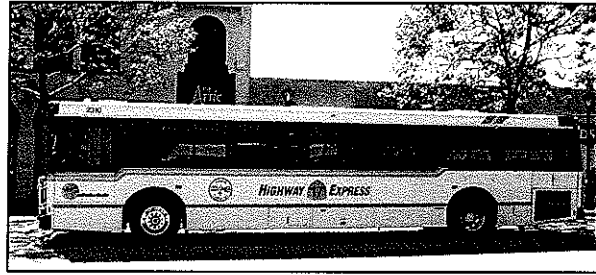
Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

An Offeror may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839

EXHIBIT - B



Schedule Training in Hastus 2006

RFP No. 06-15

Submitted by:



Transportation
Management & Design, Inc.



January 8, 2007



**TRANSPORTATION
MANAGEMENT
& DESIGN, INC.**

San Diego
United States

5541 Fermi Court
Suite 170
Carlsbad, CA 92008
760.476.9600 Tel
760.476.9602 Fax
www.tmdinc.net

Melbourne
Australia

January 8, 2007

Lloyd Longnecker
Purchasing Agent
Santa Cruz Metropolitan Transit District
District Purchasing Office
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Subject: SCMTD Schedule Training in Hastus 2006 – RFP No. 06-15

Dear Mr. Longnecker:

Transportation Management & Design, Inc. (TMD), in association with Giro, Inc., is pleased to submit this proposal for Schedule Training in Hastus 2006 for the Santa Cruz Metropolitan Transit District. We have prepared a Scope of Work which responds to the goals and objectives of the project. This proposal also includes our company and staff qualifications, accompanied by a cost proposal.

It is our understanding that there are two primary goals of this project. The first is to provide comprehensive training to District staff in Hastus 2006 so that District is able to fully utilize its scheduling tools and software. The second focus is to complete a Schedule Efficiency Analysis Report, which will serve as a road map for improving the efficiency of District's scheduling practices. We realize that improving the quality of transit service will positively promote and support a healthy community infrastructure. Therefore, we will devote ourselves to meeting the goals of this project in a timely and cost-effective manner.

We would like to point out two key highlights which are amplified in the body of our proposal. First, TMD has extensive recent experience in successful implementation of highly efficient and effective scheduling practices using the Hastus system in a variety of systems across the United States of comparable size to District. Recent examples include AC Transit (Oakland), Chicago Transit Authority, Baltimore MTA, Foothill Transit, and San Diego MTS.

Secondly, we are proposing a strategic team to be led by Mr. Michel Courval, who is a former six-year Giro employee specializing in algorithmic tuning and customization of the HASTUS software. His extensive experience of 15 years in mathematical modeling and his familiarity with the most advanced scheduling techniques throughout the United States, Germany, and Australia provide a unique combination of scheduling and software expertise. He is supported by members of TMD highly experienced in using Hastus and effectively addressing the scheduling challenges facing large multi-division transit systems.



The Scope of Work as defined in the RFP requests manual scheduling training, as well as advanced Hastus training by TMD staff. However, we believe that District staff will benefit more from a two-step process of manual scheduling followed with basic Hastus training. Our Project Approach reflects this alternative.

TMD acknowledges the Contractor DBE Information Form included in the RFP. However, no DBE goal is required for this project, and TMD will not be utilizing the services of a DBE firm. Therefore, TMD has not included this page in our proposal.

Russell Chisholm, President of TMD, is authorized to represent the firm in all matters regarding this proposal. He can be contacted at 5541 Fermi Court, Suite 170, Carlsbad, CA 92008, telephone (760) 476-9600, fax (760) 476-9602, or via email at rchisholm@tmdinc.net. Project Manager Michel Courval will serve as the main point of contact to District throughout the duration of the project. This proposal shall remain valid for a period of not more than ninety (90) days from the date of submittal. We look forward to working with District in the near future.

Respectfully yours,

Transportation Management & Design, Inc.

A handwritten signature in black ink that reads "Russell Chisholm". The signature is written in a cursive, flowing style.

Russell Chisholm
President

Project Approach

Scope of Work

Project Understanding

The Santa Cruz Metropolitan Transit District (District) provides public transportation throughout Santa Cruz County, California, with 41 routes serving a population of 252,000, carrying over 6 million passenger trips annually. The system has one operating base and four key transit centers.

District has experienced increased labor costs associated with the implementation of Wage Order 9 (IWC-9), which provides rest and meal periods in operator runs. This has resulted in a doubling in the number of non-revenue vehicles required for driver relief, which occur more often and at many more locations than in the past. District wishes to improve overall system efficiency to offset these additional costs.

In order to help reduce the cost of implementing the Wage Order 9 for the transit system, District has purchased Hastus version 2006 software.

District is seeking basic scheduling training (manual scheduling), as well as advanced

training in the craft of schedule writing and advanced scheduling techniques to help improve the scheduling efficiency at the blocking and runcutting levels.

The extent to which revised scheduling practices will be implemented will be highly influenced by District's resources, and it is anticipated that such an exercise will be an on-going process through the next few years. For example, without accurate observed running time information, timetable reviews may not be possible; similarly, a well-populated database of deadhead / pull information is an essential element to improve vehicle efficiency through revised blocking techniques.

The primary objective of this project will be to provide District with a road map that will describe the necessary resources (staff, skill set, technology, and data) to improve system effectiveness while operating under the highest level of scheduling efficiency for the upcoming years.



Work Plan

Task 1 – Basic (Manual) Scheduling Training

2 weeks on-site

TMD has considerable experience in all aspects of scheduling for a variety of transit systems. Major reviews and scheduling assistance have been conducted for clients such as AC Transit Oakland, MTA Baltimore, and Chicago Transit Authority.

Our approach to this task will be for TMD to train District staff in service running time analysis using data collected by District. Such on-site support will be complemented with training in the craft of schedule writing and schedule synchronization to improve vehicle blocking efficiency while addressing concerns such as place capacities and system connectivity.

Once the running-time analysis process has commenced, it will be necessary for TMD to identify the on-time performance and system operating speed targets for District, which shall be reflected in the analysis. It will also be necessary for District to clarify which routes will be reviewed and whether all day types (weekdays, Saturdays, Sundays) will be reviewed for each identified route. The completed analysis, to be essentially undertaken by District trainees, will be subject to review and approval by District Management before being transferred into the Hastus scheduling environment.

We recommend the District targets specific routes known to be less efficient or more challenging, operationally. TMD will work directly with District staff in the analysis of running time data to ensure the necessary skills and techniques are transferred successfully for future use.

On completion of the running time review, including the installation of the new running time data within Hastus by District staff, TMD

will train District staff in the manual creation of new service schedules and vehicle blocks.

The extent of revised timetables produced will be determined by District's skill set as well as by the availability of supporting data. Similarly, an introductory course in manual runcutting will be provided to qualified District staff in need of such training.

It should be noted that advanced software training, such as the use of the Minbus module for automated blocking solutions, is not part of this proposal. TMD's proven training technique is to teach trainees the scheduling craft as a manual process first and above all else, thus to avoid the "push-button" tendencies inherent to using automated tools.

Deliverable District staff will learn basic manual scheduling techniques and become well-versed in tasks such as service running time analysis, schedule writing, and schedule synchronization



Task 2 – Basic HASTUS Training

1 week on-site

The District has recently undergone a hiring process during which the scheduling team is to be increased. Given the complex nature of advance scheduling tools such as GIRO's HASTUS system, we believe that District staff

will greatly benefit from an introduction course in the HASTUS system.

This basic level of training will be directly provided by the software vendor, GIRO, in the form of one week on-site training partly overlapping the manual scheduling training discussed in Task 1. The necessary training material will be provided by GIRO and the training overlap will allow District staff the ability to concurrently apply basic scheduling techniques manually while using an advanced scheduling tool.

Deliverable: District staff will become well-trained in basic Hastus scheduling practices, which will provide a foundation for future advanced staff training.



Task 3 – Schedule Efficiency Analysis Report

1 week on-site, 2 weeks off-site

TMD will work with District scheduling staff to review the current District Operators Labor Agreement, its implementation within the HASTUS scheduling software, as well as current scheduling practices used by District in the deployment of production vehicle and crew schedules.

This analysis will review and comment on the current use of the HASTUS software tools such as Minbus and CrewOpt, and will provide additional methods which achieve Wage Order 9 compliance at a reduced operating cost. Proposed revisions to the core scheduling data

will also be provided as necessary to address Wage Order requirements.

As part of this review process, a limited number of scenario tests will be performed off-site on the system scheduling data to determine what efficiency gains might be possible. The algorithmic specialists from GIRO shall also assist this process by tuning scheduling algorithms based on optimum scheduling practices identified in the review by TMD and District staff. This will ensure that any changes proposed by TMD are supported by GIRO through the District Maintenance Contact with GIRO.

The combination of the running time analysis review trends and the results of the review of options for expanded use of Hastus software will form the basis for strategies used to create a Schedule Efficiency Analysis Report. This will provide District with a road map for implementing future service changes and service efficiency reviews.

The key findings and proposed revisions to scheduling practices and software usage, as well as the required skill sets by District staff, will be presented to District staff and management.

Advanced scheduling and/or software training may be required before District can implement all proposed recommendations. It is also anticipated that updated core scheduling data (e.g. revised time tables, extensive running time information, and deadhead / pull information) may be needed before the highest level of efficiency is within reach.

Deliverable: TMD will complete a Schedule Efficiency Analysis Report, including text, graphics and necessary samples, charts, and other materials. The report will identify and describe the resources (staff, skill set, technology, and data) needed to improve system effectiveness while operating under the highest level of scheduling efficiency for the upcoming years.



Proposed Infrastructure

TMD proposes to have both on-site and remote access to District's Hastus environment. Arrangements will also be made with GIRO to coordinate the training and software calibration tasks based on TMD's findings.

Project Schedule

TMD anticipates a seven-week timeframe, from notice to proceed to completion of the project. The timeline on the following page reflects the hours projected in our cost proposal.

Project Cost Proposal

This proposal reflects the actual cost to accomplish the defined work described in this program. It is our understanding and intention that the contract be a firm fixed-price contract.

Santa Cruz Metropolitan Transit District Proposal

Task & Deliverable Schedule

Task	Mar-07				Apr-07			
	1	2	3	4	1	2	3	4
1 Basic (Manual) Training			●					
2 Basic Hastus Training		●						
3 Schedule Efficiency Analysis					●			●
Task Milestones (Deliverables)			■					■

Project Team

TMD has carefully selected the following staff for the key personnel of this project team:

- **Russell Chisholm** Project Principal
- **Michel Courval** Project Manager
- **John Pappas** Senior Scheduler



The project management team understands the operational efficiency and reliability challenges facing systems like the District. TMD offers an extremely high level of expertise and commitment in the areas necessary to successfully undertake advanced scheduling projects.

Michel Courval, Project Manager, will be the primary point of contact for District staff. He will be closely supported by Russell Chisholm, Project Principal, and John Pappas. The following is an overview of each key staff member. Full resumes are included in the following section.

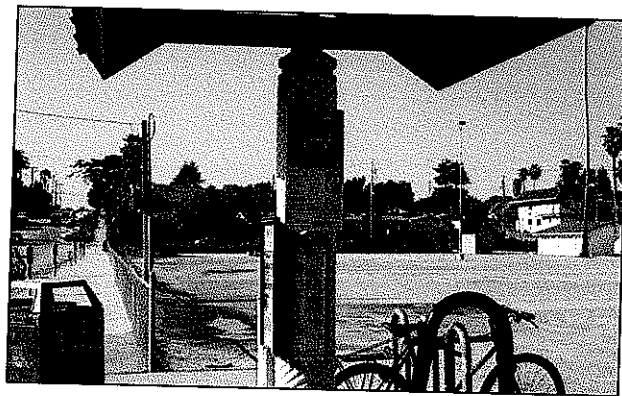
TMD is proposing staff with considerable transit system and consulting experience in transit efficiency and effectiveness planning, scheduling, and operations.

Russell Chisholm: Principal-in-Charge

Overall program direction and quality control will be supported by Mr. Russell Chisholm, President of TMD. Mr. Chisholm will be involved throughout the project in oversight and project direction, and in providing senior technical guidance. Mr. Chisholm has 28 years of experience in the transit industry, of which the first half was spent in planning, scheduling, operations, and marketing at transit systems in Dallas, St. Louis, Nashville, Connecticut, and Saudi Arabia. He has managed or been the principal planner for over 40 system restructuring projects, including managing major service redesign projects at transit systems of all sizes such as Los Angeles, Minneapolis, Chicago, Denver, Baltimore, Dallas, St. Louis, Cincinnati, Tampa, San Mateo County, Cleveland, Connecticut, Charlotte, San Diego, and Saudi Arabia, all of which have been or are currently being implemented successfully. Mr. Chisholm also led TMD's development of the industry bus and rail scheduling manual for TCRP (Report A-11).

A recipient of TRB's Pyke Johnson Award for his work on service refinement in San Diego, Mr. Chisholm enjoys a reputation for delivering

innovative, cost-effective, and operationally sound recommendations that perform as expected when implemented.



Michel Courval: Project Manager

Michel Courval, TMD Scheduling Manager, has over ten years of transportation experience. He will be the key person for reviewing current District use of Hastus, and for the development of the Schedule Efficiency Analysis Report. Mr. Courval is experienced in the development and implementation of schedules, vehicle block, operator runs and rosters, as well as new labor rules (such as those of IWC Wage Order 9), using Hastus at various transit agencies in the United States and abroad, including Chicago



(CIA), AC Transit, San Diego MTS, Sunline Transit, Baltimore MTA, and Riverside (RTA), all of which experienced major efficiency and reliability improvements.

While previously working at Giro, he served as both project leader and team member for Hastus implementations in Australia, Canada, Germany, and Norway. He is considered a leading Hastus user, cumulating nearly ten years of experience with Giro's products and algorithms, and has assisted with the development of sophisticated scheduling rules at a variety of transit operations. He has also developed various transportation-related models, including tools for efficiency improvements at Air Canada. A key aspect of Mr. Courval's work with agencies such as AC Transit is the provision of a range of training for staff in the most effective use of Hastus, from basic introductory training to advanced use of the software's optimization capabilities.

John Pappas: Senior Scheduler

John Pappas, a Senior Consultant with TMD, has over 35 years of experience in urban transit planning, scheduling, and operations. He will provide the basic scheduling training for District staff in Task 1. His experience ranges from managing transit systems and departments to hands-on detailed service development and operational scheduling. Mr. Pappas has also shared this experience and knowledge through his on-going industry training work with CUTA. He brings considerable experience in undertaking and managing operations planning and scheduling work having been responsible for scheduling at New York City Transit, Houston's Metro, and Miami Valley (Ohio) among others.

Project Management

TMD ensures close coordination and collaboration with District's project manager and the designated staff throughout the project. Along with the more formal requirements listed below, the TMD team will maintain close contact through e-mail and telephone calls.

TMD will prepare progress reports, invoicing, and schedule updates on a monthly basis. The reports will include summaries of work accomplished in the preceding task, work planned in the upcoming task, project percent of completion, and any identified problems.



**TRANSPORTATION
MANAGEMENT
& DESIGN, INC.**

RUSSELL CHISHOLM President

Education

Masters Program, Transport Geography
Boston University

B.A., Geography
Southern Connecticut State University

Mathematics
Rensselaer Polytechnic Institute

Experience

Transportation Management & Design, Inc.

St. Louis Metro

Dallas Area Rapid Transit

ATE Management & Service Company
- Saudi Public Transport Company
- Nashville MTA
- Connecticut Transit

Affiliations

American Public Transit Association
Transportation Research Board
Women's Transportation Seminar
California Transit Association

Awards

Pyke Johnson Award
Transportation Research Board
San Diego Transit Service Refinement

PPTN Award
DART Suburban System
Best Transit System over 250 Vehicles

Overview

Russell Chisholm has over twenty five years of experience in developing, implementing, and operating urban transit services in a variety of international and domestic operating environments. He spent the first half of his career in senior management and technical positions at some of the transit industry's most innovative transit systems. Mr. Chisholm is the founder of TMD and has built the company into an industry leader in both innovative transit service development and sound, efficient transit operations.

Service Development and Restructuring

Mr. Chisholm is a leading expert in the restructuring and optimization of both traditional and innovative transit networks and services. He has served as Project Manager and Principal Planner for projects that range from large multi-modal, multi-operator systems to small bus operations and encompass a variety of rail, bus, and small vehicle operations in both traditional fixed and non-traditional flexible modes. His projects have included systems in Los Angeles, San Diego, Chicago, Baltimore, Long Beach, Minneapolis, San Mateo County, Orange County, Santa Clara County, Cleveland, Connecticut, St. Louis, Dallas, Denver, Tampa, Charlotte, Orlando, Tucson, Nashville, Santa Fe, Cincinnati, and Saudi Arabia.

Operations Optimization

Mr. Chisholm has led efforts to retain and restore industry knowledge and capabilities in efficient and effective transit operations. This leadership has included preparing the industry best practice manual in bus and rail scheduling (TCRP Report A-11), developing techniques to maximize operator utilization, improving supervisor effectiveness, and developing headway-based arterial bus services. TMD operational assessments of transit systems ranging in size from 25 to 2,500 vehicles have consistently resulted in high returns on investment in the range of 5:1 to 20:1 in annual operating savings.

Bus Rapid Transit Development and Implementation

Mr. Chisholm is a leader in the development of Bus Rapid Transit, including helping take the acclaimed LA Metro Rapid from concept to implementation to expansion, developing strategic plans in Detroit (BRT), Vancouver (BRT), and Edmonton (high speed transit), providing planning and operations for Alternative Analyses in LA's SFV/Orange Line, Reno, and Detroit, and preparing the operating plan for San Diego's BRT (arterial and freeway).



Relevant Experience

San Diego Comprehensive Operational Analysis – Project Manager (2004-2005)

Managed TMD work as General Planning Consultant for MTS since 1992. Key projects have included the COA and an optimization of MTS Bus operations. The first-ever Bus and Trolley COA is a joint TMD/MTS effort and involves detailed analysis of market segments, bus and rail service, and operational efficiency; integration with the SANDAG Regional Transit Vision, development of a Five Year Implementation Plan, and implementation assistance including development of bus and rail schedules, blocks, and runs. Phase I was implemented in June 2005 saving over \$3.5M annually with Phase II implementation planned for June 2006. In 2003 a first step in operating efficiencies was introduced based on benchmarking and industry best practices that saved over \$2.4M annually.

Greater Baltimore Bus Initiative (Comprehensive Bus Study) – Project Director (2003-2005)

Led consultant work on the GBBi for the Maryland Transit Administration, which provides heavy-rail, light-rail, commuter rail, regular bus, and paratransit service. This first-ever comprehensive study of Baltimore's bus system involved TMD analysis of market opportunities, service effectiveness, and operational efficiency. This analysis together with extensive consultation with stakeholders, including a two-day charrette, resulted in Baltimore's first comprehensive bus plan. The actual GBBi Plan details were worked out during two one-week service development working sessions with MTA. Follow-up stakeholder consultation resulted in a two phase implementation. Phase I began service in October 2005 and has resulted in immediate annual operating cost savings of over \$5M, their overall financial objective. This allows MTA to advance some of the optional improvements for implementation in Phase II.

Long Beach Transit Comprehensive Operational Analysis – Principal-in-Charge (2003-2004)

Directed the LBT COA that involved a comprehensive market assessment, collection and analysis of ridership, transfer, fare, customer survey, and operating performance data for all LBT routes, and analysis of LBT cost and revenue allocation. The COA Plan focused on resource reallocation including improved core service frequencies, new community and BRT-Lite services, and a more efficient network structure. Implementation met expectations of a status-quo budget using TMD operating schedules and vehicle blocks.

Chicago Transit Authority Bus Efficiency Study – Principal-in-Charge (2001-2003)

Directed TMD's optimization of CTA's top 50 bus lines involved establishment of new scheduling practices (based on industry benchmarking and best practices), collection of running times and passenger loads, complete schedule rewriting, reblocking, and runcutting for both lines and divisions, and rostering of operator work. The objectives to improve both service quality and efficiency were met using advanced techniques in both scheduling and operations such that additional riders were attracted and overall service related costs reduced. Despite nearly all 50 bus lines receiving additional running time, actual implemented operating cost savings are over \$6M (over 3%) with improved service reliability. Further TMD work with advanced operator work rostering techniques resulted in additional savings of 7% in operator paid time.

Los Angeles Transit Service Restructuring Plans – Project Manager (1993-2000)

Managed three major transit restructuring studies that encompassed the Westside, San Fernando Valley, and Downtown/Eastside involving over 2,000 vehicles. All three studies included comprehensive analysis of markets, unmet mobility needs, ridership, and operations and included market research surveys and an extensive outreach to stakeholders and the public. Each of the studies involved LACMTA, the City and County of Los Angeles, and various municipal transit operators. Recommendations involved changes to the overall bus network (modified grid/hub-and-spoke) and individual lines to coordinate with the emerging rail services and improvements to the efficient and effective integration of MTA with the municipal operators using tiered service development. The LA Metro Rapid arterial BRT and the introduction of high capacity bus transit were developed by TMD as an outgrowth of the Westside Study. Annual savings ranged from \$7M to \$20M for the various studies.

Cincinnati Comprehensive Operational Analysis – Project Manager (2002-2004)

Managed the first successful overhaul of SORTA's transit network. The COA followed a TMD strategic plan that included market analysis, review of transit mode options, update of transit center needs and locations, revisions to operating and capital costs based on service schedules and conceptual facility design, development of a full financial plan, and an economic impact analysis. COA took the recommendations through implementation in a financially constrained implementation where major service improvements have resulted in increased ridership while also saving over \$2.2M.



TRANSPORTATION
MANAGEMENT
& DESIGN, INC.

MICHEL COURVAL Senior Manager

Education

M. Sc Program, Operations Research
University of Montreal

B. Sc., Computer Science, Operation
Research Specialisation
University of Montreal

Experience

Transportation Management & Design, Inc.

Giro, Inc.

Air Canada

Overview

Michel Courval has over twelve years of experience in the application of operations research in the field of public transportation, including bus, tram, metro, and airline operations. He is an expert user and trainer for the premier transport scheduling software in the world, Giro's HASTUS 5 system.

Vehicle Scheduling, Crew Scheduling and Rostering

Mr. Courval served as a leading member of the HASTUS Algorithmic Tuning Team at GIRO Inc., where he modeled Union Agreement Regulations, as well as planning and scheduling rules, for various transit companies of Australia, North America, Norway, and Germany. These companies operated urban, suburban, and mixed public transportation networks of bus, tram, and metro transit. He also was responsible for calibrating various optimization algorithms to produce valid, cost-effective, automatic schedules and rosters where operational costs were significantly reduced while conserving or improving service reliability.

HASTUS System Training, Information Technology Setup

Mr. Courval prepared comprehensive, adapted material to provide training on the usage of HASTUS 5 to users of all levels of knowledge and expertise, both within GIRO and at client transit companies worldwide. He has also designed and assisted in the implementation of client-specific hardware architectures of stand-alone, client-server and terminal server based installations related to GIRO's software within the data security requirements of the transit company. Other responsibilities included providing support to end users as well as system administrators of HASTUS 5, helping them achieve production status through a smooth, controlled transition phases.

Labor Negotiations, Service Efficiency Analysis

Mr. Courval also analyzed Union Agreement regulations and requirements and proposed recommendations that balanced driver work environment with operational efficiencies by allowing innovative scheduling strategies. He met with Union Representatives to discuss such amendments and establish mutual agreement between the union and the transit company for the acceptance and implementation of proposed amendments.

System Specification for HASTUS 5

Mr. Courval studied, analyzed, and understood scheduling practices and computerized systems current to transit companies and accordingly developed System Specifications for the implementation of HASTUS 5. As such, he supervised flexible software customizations, interfacing procedures and advanced system calibration for accurate costing as well as provision of automatic algorithmic scheduling solutions.



Relevant Experience

Baltimore MTA Project Manager (2004-2005)

Mr. Courval's played a key role in the implementation of schedule optimization consisting of revised route network and service levels as established by a Comprehensive Operational Analysis developed by TMD. He modeled the necessary rules, parameters and system configuration settings to implement MTA's labor rules and scheduling practices. He also developed and implemented revised running times, schedules, blocks and runs using the HASTUS 5 software.

Results: the Schedule Optimization project resulted in a reduction of 93 peak vehicles and over 6 percent of platform hours while increasing layover and recovery. The system-wide pay to platform ratio was improved by 3 percent while paid hours, mostly through reduced premiums, were reduced by over 9 percent

AC Transit - Project Manager (2003-2005)

Mr. Courval played a leading role in the review of scheduling efficiencies and practices for AC Transit, as part of a project aimed at improving schedule reliability, effectiveness and efficiency

The tasks carried out during this project included: the review of existing AC Transit labor rules and scheduling practices and efficiencies in comparison to those at specified peer systems; the identification of Labor Agreement requirements inhibiting improved effectiveness; and the development and elaboration of revised scheduling practices within the boundaries of the existing Labor Agreement, increasing resource efficiency.

Results: the Scheduling Efficiencies project resulted in a net reduction of over 3 percent of platform hours, 13 peak vehicles, regardless of the 1.2 percent increase of service hours due to running time calibration. At the runcutting level, pay to platform ratio was significantly improved and operator requirements were reduced by nearly 4 percent

Mr. Courval has also provided on-going assistance and training to AC Transit schedulers and IT personnel in their deployment of GIRO's HASTUS 5 system. He has trained AC Transit schedulers into the usage of HASTUS from the definition of basic data through the final production of rosters and bid documents, including entry of geo-coded information, route definitions, creation of trips and blocking, run-cutting, and production of customized interface files for AC Transit's IT systems

San Diego Transit - Project Manager (2003-2004)

As Project Manager, Mr. Courval provided San Diego Transit with revised production schedules for its regular bids. Using GIRO's HASTUS 5 software and algorithms, namely Minbus and CrewOpt, provided cost efficient vehicle and crew schedules respecting SDTC's labor agreement, while addressing both service changes and the need to insure efficient, reliable service. Various statistical reports and interface files were provided to transfer HASTUS runcuts and vehicle schedules into STDC's AS-400 Mainframe systems, including the Driver Interactive Bidding System, payroll, and communications system.

Chicago Transit Authority - Project Manager (2003-2004)

Mr. Courval served as Project Manager for the implementation of bus weekly rostering for the CTA, whereby an arbitration award was granted for CTA to modify its crew scheduling and rostering practices for two bus garages, 74th Street Garage and North Park Garage. The objectives included improving schedule efficiency, reducing operating costs, and providing operators with better "quality of life" work assignments

Results: the Bus Weekly Rostering project resulted in multiple quality of life improvements for operators such as a 30 percent increase in full time operators with consecutive days off (mostly weekends), increased number of weekly assignment with similar route and start time throughout the week, and a reduction of spread and overtime premiums. The rostering efficiencies included a reduction of over 7 percent of paid hours and over 10 percent of operator requirements.

Regional Verkehr Köln GmbH (RVK) Cologne, Germany Project Manager (2000-2003)

Over a period of three years, Mr Courval worked with the RVK to reach production status with GIRO's HASTUS 5 software for its eight garages. The RVK offers public transit services to municipalities in the Cologne area, and also serves as a sub-contractor to other transit companies.

Because of the competitive nature and short duration of public transit contracting in Europe, the schedules of the RVK were fully re-optimized, with new schedules, up to four times per year using a data model allowing for quick, efficient, turn-around time. Within this challenging environment, the HASTUS system was successfully deployed for RVK, including interface development for external computerized systems such as mileage per district for billing purposes, ticketing information, stop voice annunciation, real-time customer displays, and roster assignments

JOHN E. PAPPAS

96 Schermerhorn St. #8-E

Brooklyn, New York 11201

(718) 855-0403

Employment History

- 1977 to Present** **Independent consulting** in urban transit operations, light rail, operations planning, routing and scheduling, and software design and implementation. Assignments completed in The Bronx, NY, Columbus and Toledo, Ohio, Santa Clara County, San Diego and Sacramento, California, Corpus Christi, Texas, Hampton-Norfolk, Virginia, Tampa, Florida, Minneapolis, Minnesota, Jersey City, New Jersey and for the Government of British Columbia, Canada.
- February, 1999 to May, 2002** **Senior Director of Schedules, MTA New York City Transit, Brooklyn, New York.** Directed a department of 80 people responsible for scheduling bus service on 220 routes and subway service on 22 routes. Also responsible for administering annual service budget of \$900 million.
- December, 1994 to February, 1997** **Director of Operations, Miami Valley Regional Transit Authority, Dayton, Ohio.** Responsible for 540 employees in Transportation, Maintenance, disabled transportation and Engineering Departments of a 260 bus and trolley coach operation. Also responsible for procurement of a new fleet of electric trolley buses, refurbishment of 110 miles of overhead 600v dc wire, 9 substations and \$40 million worth of additional system capital improvements and engineering.
- February, 1978 to December, 1994** **Metropolitan Transit Authority of Harris County (Houston), Texas and predecessor, HouTran, Inc.**
Transit Industry Fellow (loaned executive) to ITS America, Washington, DC (February to December, 1994). Represented the interests of the transit industry as part of the Intelligent Transportation Systems initiative incorporated in the Intermodal Surface Transportation Efficiency Act passed by Congress in 1991. Maintained liaison with individual transit systems, suppliers, the Federal Transit Administration and the American Public Transit Association. Wrote and edited transit user services sections of the ITS Program Plan.
Deputy Assistant General Manager of Operations (December, 1989 to February, 1994), Acting Assistant General Manager of Operations (March to December, 1989). Responsible for 1,450 employees in five divisions of METRO's Department of Transit Operations; Transportation, Scheduling, Operations and Maintenance Support, Transit Police and Operator Safety and Training. Assisted AGM in administering the operation of 1,070 bus system (850 peak buses) working out of five operating garages and a mid-day storage lot. Administered contract carrier services (15 local and 105 park & ride buses from two carriers, 86 vans in METROLift, demand-responsive, elderly/disabled service). Also involved in labor relations, including contract negotiations; management of special projects, including procurement of a new transit dispatch radio system.
Director of Scheduling (1982-March, 1989), Manager of Planning and Scheduling (1978-1982). Responsible for scheduling service and the short-range operational planning of service on new and existing bus routes, including contract. Managed a work force of 17 scheduling personnel and 13 traffic checkers. Worked with Service Development, Transportation and Maintenance Departments to coordinate service changes. Implemented computerized scheduling and run cutting program.
- April, 1977 to February, 1978** **Schedule Analyst, Greater Cleveland Regional Transit Authority.** Responsible for writing scheduled service (urban and suburban bus, heavy and light rail) and for all phases of schedule development. Implemented a systemwide running time upgrade program.
- December, 1973 to April, 1977** **Director, Department of Transportation, Town of Chapel Hill, North Carolina.** Responsible for development, initial implementation and ongoing direction and administration of a new city bus operation in Chapel Hill and on the campus of the University of North Carolina. This encompassed the maintenance and operation of a 39 bus fleet; acquisition of equipment; service planning; schedule preparation; public information, and marketing; budget and finance; personnel hiring and supervision; safety and training of an all new group of employees; creation of system graphics; preparation and management of UMTA grants.

- August, 1971 to December, 1973** **Transit Superintendent, City of Iowa City, Iowa.** Responsible for initial implementation and ongoing operation of a 15 bus city system upon public acquisition of a private bus line. Duties included administration of a 26 person department, route and service planning and schedule preparation, budget and finance, bus specification writing, public information, community contact and safety and training.
- April, 1969 to August, 1971 and Later, independent Assignments** **Transit Operations Analyst, De Leuw Cather and Company, San Francisco, California.** Responsible for bus operations analysis and development of bus operating costs for numerous transit projects including San Francisco MUNI-BART service coordination; AC Transit service extensions to serve BART; short-range transit development programs for Phoenix, Arizona and Portland, Oregon; comprehensive public transportation plan for the Municipality of Metropolitan Seattle, including planning of complete bus network reroute and cost estimation in conjunction with a planned 30 mile rapid transit system; bus route and traffic improvements for Fresno, California and Salem, Oregon and a new bus system design for Mountain View, California, computerized scheduling refinement project for the Government of Ontario and bus requirement analysis for New York Bus Service, Inc., The Bronx, New York.
- March, 1966 to March, 1969** **United States Army.** Served in the U.S. and Germany as Artillery Surveyor and Intelligence and Security NCO. Honorably discharged with the rank of Staff Sergeant (E-6).
- June, 1962 to March, 1966** **Freight Diversion Clerk, Sunkist Growers, Los Angeles, California.** Responsible for routing and movement of freight cars carrying citrus.

Education

- Los Angeles City College - 1961 to 1964
 University of Maryland, European Extension - 1967
 University of Iowa - 1972 to 1973 - Business Major

Professional Accomplishments

- Co-instructed graduate course in transit operations at the University of North Carolina at Chapel Hill (1975-76)
- Organized and taught classes in operations planning and scheduling for the Texas Department of Transportation (1982), Teleride-Sage (1986) and SouthWest Transit Association (1991).
- Course facilitator and instructor for the Canadian Urban Transit Association's annual Scheduling & Runcutting course (1992 to 2000) and Planning course (1993 to 1998).
- Participation in the following American Public Transit Association committees: Electric Trolleybus, Schedules and Service Planning, Small Operations, Joint APTA/UMTA Training and Development Task Force, Marketing Division Consumer Information Subcommittee, Multi-Modal Operations Planning.

Other Pertinent Information

- Lifelong interest in transit, particularly scheduling, operations and rail transit.
- Graphic arts, photographic, video camera, darkroom, editing and computer graphics skills. Edited several newsletters. Supplied photos for reports, presentations and publications, including *Passenger Transport*, *Mass Transit*, *The New Electric Railway Journal*, *Motor Coach Age* and *Bus World*.
- Computer skills in most commercial productivity packages. Also Adobe Photoshop, CorelDraw and Visual Basic.
- Working knowledge of Giro Hastus 2004 and Trapeze 4.6, runcutting, scheduling and OPS (driver dispatch) packages operating under Windows.
- Skill in digital video production, editing and intermediate animation using the Adobe video software suite.



Transportation Management & Design, Inc.
 TMD has been serving the transit industry since 1988, specializing in operations, planning, and scheduling support.

TMD's main offices are located in Southern California and Melbourne, Australia, with supporting regional offices in Chicago, Albany, Los Angeles, and Montreal.

The company's success is substantially the result of our Senior Staff's experience in both day-to-day line management and ongoing consulting capacities at transit systems worldwide.



Our senior level staff has first-hand experience in the development, implementation, and assessment of the actual success of various transit solutions at a number of diverse urban transit agencies. We have achieved a high level of success at agencies with small, single-mode fixed route or demand-responsive systems to large multi-modal systems. TMD has a history of providing clients with an effective and strategic approach to projects while ensuring that innovative ideas can be successfully translated into operating recommendations.

TMD specializes in the following transit consulting areas:

- Transit Service and Operations Optimization
- Innovative Transit Service Design
- Short & Long Range Transit Planning
- Transit Vehicle and Operator Scheduling
- Operations & Fleet Management
- BRT Planning & Operations
- Geographic Information Systems
- Fare Policy Analysis
- Marketing and Market Research
- Training
- Facility Development
- Performance Monitoring

Three core philosophies guide TMD in its work:

Client success is built into our transit work, not an afterthought: This comprehensive approach, which integrates customer market opportunities, effective/efficient service design, and sound transit operations, has proven to yield the greatest success for our clients.


Continuous improvement: We are constantly refining our techniques and tools, utilizing state-of-the-art technology systems to support our practices, including: ESRI's ArcGIS Desktop Suite for GIS-based market and service analysis tools; Giro's HASTUS for advanced transit scheduling; TMD's Service Analysis System; and TMD's Handheld Data System.

Responsiveness to client needs and direction: TMD believes that each client has unique circumstances and deserves analysis and recommendations that respond to their individual needs. We further understand that professional success is the result of interactive client-consultant communication. This philosophy has allowed us to successfully represent the unique interests of each of our clients and build lasting relationships.

Relevant Project Experience

The TMD team provides a unique blend of skills, capabilities, and experience. We take great satisfaction in the high implementation rate of our recommendations by clients, their satisfaction with the results, and our very high rate of repeat business.

The following pages provide a collection of project work of a similar nature to the tasks requested by District.

 <p>TIMEFRAME: 2001 to present</p> <p>CLIENT CONTACT: Tony Bruzzone Manager, Service & Ops Planning AC Transit 1600 Franklin Street Oakland, CA 94612 (510) 891-7175 ABRUZZON@actransit.org</p> <p>PRINCIPAL-IN-CHARGE: Russell Chisholm</p> <p>PROJECT MANAGER: Michel Courval</p>	<h2 style="text-align: center;">Service Efficiency Study</h2> <p>TMD has undertaken a series of tasks for AC Transit that focus on improvement of service scheduling practices and efficiencies.</p> <p>Benchmarking: TMD conducted peer benchmarking with regard to existing AC Transit labor rules, scheduling practices, and achieved efficiencies. Specific findings identified opportunities to improve performance within existing labor rules (including IWC Wage Order 9) and through changes in the collective bargaining agreement.</p> <p>Bus Service Efficiency: Based on the benchmarking recommendations and within the existing labor agreement, TMD implemented revised scheduling practices first in a subset of test routes (covering a range of services from major corridor services to Transbay lines) for weekday services of a single division, followed by a second division, and finally to the entire system for both weekday and weekend services (currently underway).</p> <p>TMD work tasks included: evaluation and revision of running times by combining AVL data and manual point checks with undercover ridechecks; production of revised operating schedules together with revised blocking and runcutting scenarios that achieved improvement in both operating efficiencies and reliability; using a combination of AVL data, schedule data, and geo-coded timing point information, the development and calibration of a system-wide deadhead and pull matrix providing the necessary information to revise the route-garage allocation for increased efficiency, system-wide peak balancing and reduced vehicle requirement across all four divisions.</p> <p>Savings to date, limited to only weekday services of two divisions without any trip elimination and with an overall increase of running times, are over \$1M annually with improved service reliability.</p>
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Comprehensive Operational Analysis

TIMEFRAME:

2004 - Present (COA)
GPC since 1992

CLIENT CONTACT:

Paul Jablonski
Chief Executive Officer
(619) 557-4583

Conan Cheung
Director of Planning
(619) 515-0933

Metropolitan Transit System
1255 Imperial Avenue
San Diego, CA 92101

PROJECT MANAGER:

Russell Chisholm

OPERATIONS AND SCHEDULING:

Michel Courval
Hugh Muller

TMD has been the General Planning Consultant to MTS/SANDAG (previously the Metropolitan Transit Development Board) since 1992. Key projects have included the COA and an optimization of MTS bus operations.

COA: The first-ever Bus and Trolley COA is a joint MTS/TMD effort that involves a detailed assessment of market opportunities; bus and trolley service performance analysis at a detailed segment and time of day level; an operations review; integration with the SANDAG Regional Transit Vision; development of a Five Year Implementation Plan; and implementation assistance, including development of bus and rail schedules, blocks, and runs. Of special interest is the development of service allocation tools that assist in identifying specific area service needs and the opportunities for success. As well, the robust consultation with multiple stakeholder groups has assisted with building Board and public consensus for an aggressive redevelopment of transit in San Diego County. Phase I was implemented in June 2005 and saved over \$3.5M annually. The COA Plan was recently approved for implementation from June 2006 through June 2007. It will save an additional \$3M in operating costs and generate an additional \$2-3M in passenger revenue.

Operations Efficiency: In 2003, a first step in operating efficiencies was introduced based on benchmarking and industry best practices that saved over \$2.4M annually through improved scheduling, vehicle blocking, and operator runcutting, including introduction of state-mandated operator rest and meal breaks. As part of the COA, TMD evaluated existing bus and trolley practices and developed operating scenarios evaluating potential savings through revised scheduling, blocking, and runcutting practices. The preferred Bus and Trolley COA efficiency scenarios will result in additional savings of \$4M to \$6M in annual operating costs.

Other Work: Numerous sector studies, fare structure analysis, transit center development, timed transfer network analysis, and out-of-direction impact assessment studies have been undertaken over the past thirteen years during which TMD has been the MTS General Planning Consultant.



Foothill Transit



TIMEFRAME:

January to March 2006

CLIENT CONTACT:

John Farrell
General Manager
First Transit
5640 Peck Road
Arcadia, CA 91006
(626) 357-7912 x222

PRINCIPAL-IN-CHARGE:

Russell Chisholm

PROJECT MANAGER:

Michel Courval

DEPUTY PROJECT MANAGER:

Hugh Muller

Wage Order 9 Scheduling Implementation

TMD recently completed a series of tasks for the Foothill Transit System, centered around the following objectives:

- Review of existing scheduling data and identify existing scheduling rules and practices under the existing collective bargaining agreement (CBA);
- Develop new vehicle schedules, crew schedules, and rosters implementing the mealbreak requirements of IWC Wage Order 9; and
- Secure Management approval to move forward with proposed implementation.

First Transit Arcadia is a private operator under contract by Foothill Transit. As per IWC Wage Order 9, Public Transit Operators in California must provide their bus operators with mutually agreed upon mealbreak and rest periods. New labor rules and scheduling practices are usually needed and agreed upon through negotiations between Management and ATU, yielding relaxed implementation of IWC Wage Order 9.

Private operators, such as First Transit, do not have the luxury of negotiating the most constraining rules of IWC Wage Order 9 for relaxed implementation. The additional costs of a "pure" Wage Order 9 implementation are significant, and creative advanced scheduling practices are mandatory.

Through discussions with First Transit Management, TMD developed Wage Order 9 compliant schedules, blocks, runs, and rosters providing net annual operating cost reductions through:

Reduced peak vehicle requirement (-3%)

Reduced operator requirement (-4%)

Reduced total paid hours (-2.5%)

The revised schedules eliminated over 64,000 annual IWC-WO9 violations and were successfully implemented by First Transit, supported by TMD, in early 2006.



TIMEFRAME:
May 2005 to March 2006

CLIENT CONTACT:
Eunice Lovi
Director of Planning
32-505 Harry Oliver Trail
Thousand Palms, CA 92276
(760) 343-3456

PRINCIPAL-IN-CHARGE:
Russell Chisholm

Comprehensive Operations Analysis

The SunLine Comprehensive Operations Analysis (COA) was the first comprehensive overhaul of transit in the Coachella Valley. A complete assessment of market opportunities, service ridership, and operations was undertaken.

An extensive outreach program was conducted to provide an opportunity for community, passenger, and SunLine stakeholders to participate in the redevelopment of transit services. Group forums, interviews, surveys, and a project website were part of the outreach strategy.

The recommended service plan resulted in a dramatic increase in service. Service was concentrated on key corridors, matching major travel demand patterns. Improved frequencies and spans of service were proposed.

The service plan was accompanied by implementation and financial plans, as well as a fleet allocation plan.

As part of the implementation plan, TMD prepared a complete set of operating schedules, vehicle blocks, and operator runs for SunLine

MTA | Municipal Transportation Agency

TIMEFRAME:
2006 to present

CLIENT CONTACT:
Sally Allen
Project Manager
Office of the Controller
City Hall, Room 316
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
(415) 554-7498

PROJECT MANAGER:
Russell Chisholm

DEPUTY PM:
Joe Forgiarini

PROJECT COORDINATOR:
Ryan Potts

SCHEDULERS:
John Pappas
Hugh Muller

Transit Effectiveness Project



A comprehensive service effectiveness analysis of the San Francisco Municipal Railway (Muni) is currently underway for the City and County of San Francisco. The study will evaluate the current MTA/Muni transit system and make recommendations to increase service efficiency and effectiveness. The project is a collaborative effort with both the MTA/Muni and the City to support the redevelopment of the Muni network of services and delivery systems. Major tasks of the Transit Effectiveness Project will include analysis of Muni bus and rail services and operations; Transit Preferential Streets applications; market assessment; comprehensive service restructuring plan; financial, operations, and organization development; and ongoing stakeholder participation.



TIMEFRAME:
2000 to 2005

CLIENT CONTACT:
Paul Gross
General Manager, Data Services &
Technology Development
Chicago Transit Authority
120 North Racine Avenue
Chicago, IL 60607-2010
(312) 681-4210

PRINCIPAL-IN-CHARGE:
Russell Chisholm

CTA PROJECT DIRECTOR:
Hugh Muller

PROJECT MANAGER:
Michel Courval

SENIOR SCHEDULER:
Barry George

DATA SYSTEMS MANAGER:
Tim Baker

Bus System Optimization

Beginning in 2000, TMD provided bus operations planning and scheduling assistance to the Chicago Transit Authority (CTA) in a variety of areas:

Benchmarking/Best Practices: TMD assessed CTA's existing scheduling and runcutting practices through industry benchmarking, building on TMD's work in developing the new industry bus and rail scheduling manual (TCRP A-11). Work included application of advanced bus and rail scheduling techniques; labor negotiation scenario testing; and initial optimization of schedules, vehicle utilization, operator assignments, and service garage assignments.

Route Efficiency Plan: TMD's optimization of CTA's top 50 bus lines involved new scheduling practices, collection of running times and passenger loads, complete schedule rewriting, vehicle reblocking, and operator runcutting for both lines and divisions. The objectives to improve both service quality and efficiency were met using advanced techniques in both scheduling and operations such that additional riders were attracted and overall service related costs reduced. Despite maintaining every existing trip on the 50 bus lines and adding running time to almost all lines, actual implemented operating cost savings are over \$4M with improved service reliability leading to comments from division superintendents that the "service has never run better."

First Time Operator Rostering: Previous TMD work identified the opportunity to improve the quality of operator work while simultaneously reducing costs. TMD undertook operator rostering at test bus divisions. The results were highly successful with much improved regular operator work, better use of part-time operators, and savings in operator pay time of 4 percent.

References

Tony Bruzzone
 Manager, Service and Operations
 Planning
 AC Transit
 1600 Franklin Street
 Oakland, CA 94612
 (510) 891-7175

John Farrell
 General Manager
 First Transit
 5640 Peck Road
 Arcadia, CA 91006
 (626) 357-7912 x222

Paul Jablonski
 Chief Executive Officer
 San Diego Metropolitan Transit
 System
 1255 Imperial Avenue
 Suite 1000
 San Diego, CA 92101-7490
 (619) 557-4583

Project Services:
 Bus Efficiency Study
 Peer Benchmarking
 Operations Review

Project Services:
 Wage Order 9 Scheduling
 Implementation

Project Services:
 COA
 Operations Efficiency Analysis
 Numerous Sector Studies
 I-15 BRT Operations Plan
 Fare Structure Analysis

Duration:
 2001 – present

Duration:
 January – March 2006

Duration:
 COA 2004 – present
 Gen Plan Consult 1992 – present

TMD Staff:
 Russell Chisholm, Michel Courval,
 Jim Famolare, Hugh Muller

TMD Staff:
 Russell Chisholm, Michel Courval,
 Hugh Muller

TMD Staff:
 Russell Chisholm, Michel Courval,
 John Pappas

Cost:
 \$260,591



Cost:
 \$50,618



Cost:
 COA: \$600,000



Eunice Lovi
 Director of Planning
 SunLine Transit Agency
 32-505 Harry Oliver Trail
 Thousand Palms, CA 92276
 (760) 343-3456

Paul Gross
 General Manager, Data Services &
 Technology Development
 Chicago Transit Authority
 120 North Racine Avenue
 Chicago, IL 60607-2010
 (312) 681-4210

Project Services:
 COA

Project Services:
 Bus System Optimization

Duration:
 May 2005 – March 2006

Duration:
 2000 – 2005

TMD Staff:
 Russell Chisholm, Jim Famolare

TMD Staff:
 Russell Chisholm, Michel Courval,
 Hugh Muller

Cost:
 \$200,000



Cost:
 \$688,362



SCMTD Schedule Training in Hastus 2006

Project Cost Proposal

TRANSPORTATION MANAGEMENT & DESIGN, INC.	Labor/Tasks	Task 1	Task 2	Task 3	Project Mgmt	Labor Hours	Labor Rate	Total Cost
		Manual Training	Basic Hastus Training	Sched. Eff. Analysis				
	Russell Chisholm				8	8	\$154.35	\$1,235
	Michel Courval			144	24	168	\$135.00	\$22,680
	John Pappas	96				96	\$112.50	\$10,800
	Associate			4		4	\$58.80	\$235
	Administrative/Clerical				8	8	\$78.40	\$627
	LABOR HOURS	96	0	148	40	284		
	LABOR COST	\$10,800	\$0	\$19,675	\$5,102			\$35,577
	OTHER DIRECT COSTS							
	Task 1	Task 2	Task 3	Proj Mgmt			Total Cost	
Travel	\$625		\$1,000				\$1,625	
Lodging	\$1,950		\$900				\$2,850	
Per Diem	\$560		\$280				\$840	
Communications				\$100			\$100	
Printing	\$50			\$200			\$250	
Software Fees							\$0	
Materials & Supplies							\$0	
Car Rental	\$780		\$360				\$1,140	
OTHER DIRECT COSTS	\$3,965	\$0	\$2,540	\$300			\$6,805	
TOTAL TMD	\$14,765	\$0	\$22,215	\$5,402		284	\$42,382	

SUBCONTRACTOR - GIRO	Labor/Tasks	Task 1	Task 2	Task 3	Proj Mgmt	Labor Hours	Labor Rate	Total Cost
	Giro Scheduler		40	40		80	\$163.00	\$13,040
	Labor Hours	0	40	40	0	80		
	Labor Cost	\$0	\$6,520	\$6,520	\$0			\$13,040
	OTHER DIRECT COSTS							
		Task 1	Task 2	Task 3	Proj Mgmt			Total Cost
	Travel		\$1,000	\$1,000				\$2,000
	Lodging		\$900	\$900				\$1,800
	Per Diem		\$280	\$280				\$560
	Communications				\$50			\$50
Printing							\$0	
Software Fees							\$0	
Materials & Supplies							\$0	
Car Rental		\$360	\$360				\$720	
OTHER DIRECT COSTS	\$0	\$2,540	\$2,540	\$50			\$5,130	
TOTAL GIRO	\$0	\$9,060	\$9,060	\$50		80	\$18,170	

TOTAL	TOTAL	Task 1	Task 2	Task 3	Proj Mgmt	Total Hours	Total Cost	
	PROJECT FEE (15%)	\$2,215	\$1,359	\$4,691	\$818			\$9,083
	TOTAL PROJECT COST	\$16,980	\$10,419	\$35,966	\$6,270		364	\$69,635

CONFIDENTIAL

PART II

GENERAL INFORMATION FORM

SCHEDULE OPTIMIZATION AND TRAINING IN HASTUS 2006 SERVICES 05-22

(To be completed by the offeror and placed at the front of your proposal)


Transportation Management & Design, Inc. _____ 1/04/2007 _____
Legal Name of Firm Date

5541 Fermi Court, Suite 170, Carlsbad, CA 92008 _____
Firm's Address

760-476-9600 _____ 760-476-9602 _____
Telephone Number FAX Number

Corporation _____ 33-0825432 _____
Type of Organization (Partnership, Corporation, etc) Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award



Signature of Authorized Principal

Russell Chisholm, President _____
Name of Principal-in-Charge and Title

Michel Courval, Senior Scheduler _____
Name of Project Manager and Title

Russell Chisholm, President, rchisholm@tmdinc net, 760-476-9600 _____
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

5541 Fermi Court, Suite 170, Carlsbad, CA 92008 _____
Addresses Where Correspondence Should Be Sent

Scheduling Training in Hastus 2006 _____
Areas of Responsibility of Prime Contractor

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

n/a _____

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--L11, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Firm Name Transportation Management & Design, Inc

Signature of Authorized Official 

Name and Title of Authorized Official Russell Chisholm, President

Date 1/04/2007

BUY AMERICA PROVISION
(Only for Contracts above \$100,000)

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

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

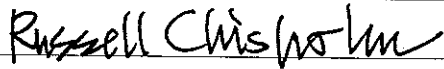
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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

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

BUY AMERICA CERTIFICATE

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

Date: 1/04/2007
Signature: 
Company Name: Transportation Management & Design, Inc
Title: President

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 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 ONE EACH TYPE 7 PARATRANSIT MEDIUM DUTY BUS AND TWO EACH RAISED TOP TRANSPORTER VANS

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 contract for the purchase of one each type 7 Paratransit medium duty bus and two each raised top transporter vans from Creative Bus Sales, Inc.

II. SUMMARY OF ISSUES

- The District has funding for the purchase of one medium duty bus and two raised top transporter vans for use by the ParaCruz program.
- The State of California, Department of General Services has issued cooperative vehicle procurement contracts for the purchase of these type of vehicles.
- 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 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 contract for the purchase of one medium duty bus and two raised top transporter vans for use by the ParaCruz program from Creative Bus Sales, Inc.

III. DISCUSSION

The District has funding for the purchase of one each medium duty Paratransit bus and two each transporter vans for the ParaCruz program. Each year the State of California prepares bids for vehicles, trucks, vans and utility vehicles. The resulting cooperative purchasing contracts allow smaller public agencies to purchase vehicles based on statewide government agency requirements. This process allows for better pricing than the District would normally obtain 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. The State of California charges a contract usage fee of 1.98 % based on the purchase order total before tax or any offered cash discounts with a maximum charge of \$7,500.

It is recommended that the Board authorize the General Manager to use the State Procurement Process for the purchase of one each type 7 medium duty Paratransit bus and two each raised top transporter vans for the ParaCruz program from Creative Bus Sales, Inc. for a total amount not to exceed \$209,896.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Capital Improvement Program under District Funded Projects.

V. ATTACHMENTS

Attachment A: Cost Summary for Paratransit Bus with Options required



Creative Bus Sales, Inc.

www.creativebussales.com

(800) 326-2877 - Toll Free (909) 465-5529 - Fax



El Dorado Bus Sales

www.eldoradobussales.com

(888) 353-6287 - Toll Free (510) 728 7800 - Fax

State Contract #1-03-23-16

Bus Handicapped Medium Duty

Vendor ID#: 235927

- Add On Order
- 5310 Order

Vehicle Type:	Type 7 - Medium Duty Bus	Commodity #:	2310-515-4439-9	
Contact:	Tom Stickle	Type of Lift:	<input type="checkbox"/> Braun <input checked="" type="checkbox"/> Ricon	
Agency:	Santa Cruz Metropolitan Transit	Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear	
Address:		Seat Material:	<input type="checkbox"/> Vinyl <input type="checkbox"/> Cloth <input type="checkbox"/> Repel	
City, State, Zip:		Seat Color:		
Phone:		Paint Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No <input type="checkbox"/> Other	
Fax:		Stripe Color:	Custom	
E-Mail:		Contract Equipment:		
Qty. Per Vehicle	Description	Price	Ext. Price	ADA
1	Type 7 - Aero Elite 270	\$79,190.00	\$79,190.00	\$7,500.00
1	<Credit> - 8.1 Liter Gasoline Engine (325 hp)	-\$3,385.00	-\$3,385.00	
1	<Credit> - PA w/Hand Held Microphone	\$0.00	\$0.00	\$0.00
1	<Credit> - Passenger Signal - Pull Cord	-\$70.00	-\$70.00	
1	<Credit> - Passenger Signal - Pull Cord W/C (Each)	-\$65.00	-\$65.00	
1	<Credit> - Passenger Signal - Stop Request Sign	-\$45.00	-\$45.00	
1	<Credit> - Radio - PA External Speaker	-\$10.00	-\$10.00	-\$10.00
1	<Credit> - To RCA Floor Rubber - Gray	\$0.00	\$0.00	
1	<Credit> - Roller Signs Front and Side	-\$500.00	-\$500.00	
1	Telma Brake Retarder	\$7,950.00	\$7,950.00	
1	Chassis - Shop and Service Manuals	\$460.00	\$460.00	
1	(Q) Decals and Lettering	\$2,100.00	\$2,100.00	
1	Door - Access Fuel Sending Unit	\$180.00	\$180.00	
1	Door - Locking Fuel Door	\$250.00	\$250.00	
1	Driver - Coat Hook	\$55.00	\$55.00	
1	(Q) HELP Bumper - Front	\$1,450.00	\$1,450.00	
1	(Q) Storage - Driver Lockable Storage	\$325.00	\$325.00	
6	Underseat - QRTSC Storage (Foldaway Only)	\$125.00	\$750.00	
4	Wheelchair Position (QRT Slide & Click) - Additional	\$795.00	\$3,180.00	\$3,180.00
			Total	ADA
			\$91,825.00	\$10,670.00
		Non-Taxable	\$10,670.00	
		Taxable Amount	\$81,155.00	
		Tax Total	\$6,895.29	8.250%
		Sub-Total	\$98,520.29	
		Procurement Fee 1.98%	\$1,818.14	
		Tire Fee	\$12.25	
		Delivery (\$2.00 Per Mile)		
		Number of Units	1	
		Final Total	\$100,350.67	

Delivery is F O B. Chino, CA

12.a1



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El Dorado Bus Sales

www.eldoradobussales.com

(509) 333-6287 - Toll Free (510) 728-7800 - Fax

State Contract #1-06-23-17

Modified Raised Top Handicapped Van and Modified Minivan

Vendor ID#: 235927

Contract Dates: 6-5-2008 thru 6-4-2008

- Add On Order

- 5310 Order

Vehicle Type:	Van Handicapped Modified Raised Top	Commodity #:	2310-000-0043-5	
Contact:	Tom Stickef	Wheelchair Lift:	Braun UVL	
Agency:	Santa Cruz Metropolitan Transit	Seat Material:	<input checked="" type="checkbox"/> D-90 Vinyl <input type="checkbox"/> D-90 Cloth <input type="checkbox"/> Repel	
Address:		Seat Color:	Gray	
City, State, Zip:		Stripes:	<input checked="" type="checkbox"/> Yes (1) 5" <input type="checkbox"/> No <input checked="" type="checkbox"/> Other	
Phone:		Stripe Color:	Custom Stripes	
Fax:		Contract Equipment:		
E-Mail:				
Qty. Per Vehicle	Description	Price	Ext. Price	ADA
1	Braun TransSporter - Ford 5.4 Liter Gasoline	\$42,500.00	\$42,500.00	\$16,750.00
1	Power Drivers Seat Pedestal	\$750.00	\$750.00	
1	Ford Power Group - Locks, Mirrors, Windows	\$800.00	\$800.00	
1	Antenna Access, Ground Plane, 2-Way Prep	\$325.00	\$325.00	
1	(Q) Custom Paint - Quoted Per Design	\$1,400.00	\$1,400.00	
1	Door - Locking Fuel Door	\$250.00	\$250.00	
1	Driver Map Light	\$175.00	\$175.00	
1	Ground Effects Package	\$1,525.00	\$1,525.00	
1	HELP Bumper - Front	\$1,250.00	\$1,250.00	
1	HELP Bumper - Rear	\$1,150.00	\$1,150.00	
1	Key Multiple Vans Alike	\$575.00	\$575.00	
1	Tie Down - TDSS System	\$160.00	\$160.00	
			Total	ADA
			\$60,860.00	\$16,750.00
		Non-Taxable	\$16,750.00	
		Taxable Amount	\$35,110.00	
Santa Cruz* ▼		Tax Total	\$2,896.58	8.250%
		Sub-Total	\$53,756.58	
		Procurement Fee 1.98%	\$1,007.03	
		Tire Fee	\$8.75	
		Delivery (\$2.00 Per Mile)		
		Total	\$54,772.36	
		Number of Units	2	
		Final Total	\$109,644.71	

*Delivery to Sacramento, San Francisco Los Angeles
Riverside and San Bernardino Counties at No Charge*

12.92

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF AGREEMENT WITH THE UC SANTA CRUZ TO PASS THROUGH FUNDING FOR AIR DISTRICT BUS RAPID TRANSIT STUDY TO MONTEREY SALINAS TRANSIT AND TO DESIGNATE AN ADDITIONAL CORRIDOR FOR STUDY

I. RECOMMENDED ACTION

That the Board authorize staff to enter into an agreement with UC Santa Cruz to pass through funding for the Air District Bus Rapid Transit Study to Monterey Salinas Transit and to designate an additional corridor for study in Santa Cruz County.

II. SUMMARY OF ISSUES

- METRO and Monterey Salinas Transit (MST) were successful in getting \$80,000 in funding from the Air District to perform a study of Bus Rapid in the Monterey Bay Region.
- The original study called for one corridor in each county and one regional corridor to be examined.
- MST added \$40,000 additional to perform additional work in Monterey.
- UC Santa Cruz had an interest in doing additional work on the corridor to the University that they initiated a year and a half ago.
- UC has identified \$58,000 in University funds to be utilized to perform this additional work.
- The contract for the BRT study by Wilbur Smith is administered by MST.
- This action will allow for METRO to enter into an agreement with UC Santa Cruz for the additional funding and then be able to pass the funds through to MST for the additional work.
- One additional corridor needs to be selected in Santa Cruz to be studied by the consultants.

III. DISCUSSION

In response to a call for projects in 2005, METRO and MST submitted a joint application for Air District funding to perform a Bus Rapid Transit Study for the Monterey Bay Area. Bus Rapid Transit is a type of limited-stop service developed in the 1990s that relies on technology to help speed up the service. It combines the quality of rail transit and the flexibility of buses. It can operate on exclusive transitways, high-occupancy-vehicle lanes, expressways, or ordinary streets. A BRT line can combine intelligent transportation systems technology, priority for transit, rapid and convenient fare collection, and integration with land use policy in order to substantially upgrade bus system operational performance. It is at a minimum, faster than traditional local bus service and, at a maximum, Bus rapid transit (BRT) is a relatively new umbrella term for those urban mass transportation services utilizing buses to perform premium services on existing roadways or dedicated rights-of-way.

The original study called for one corridor in Monterey and one corridor in Santa Cruz, as well as one regional corridor. MST has added additional funds to the contract to increase the scope of the contract in Monterey County. In Santa Cruz County, UC Santa Cruz had done some initial work evaluating Bus Rapid Transit to the University, and a presentation was made to the Board of Directors in January of 2006. UC Santa Cruz has indicated interest in doing further work in the corridor with the intent of doing the technical work to qualify the corridor for the Small Starts Program of FTA. UC Santa Cruz is offering \$58,000 to be added to the study to perform this work. Since the contract is being administered by MST for both METRO and MST, it will be necessary for METRO to enter into an agreement with UC Santa Cruz to pass through the funds to MST to fund the additional work requested by the University.

Designation of Local Corridor for BRT Study

In addition to studying the UCSC corridor that will be paid for by UCSC, the Air District Project includes the designation of a second corridor within Santa Cruz County. There are two possibilities that can be explored:

- Watsonville to Santa Cruz Corridor – this would involve the Soquel Drive Corridor to Pacific Station. Part of the work would identify whether a BRT service would operate more effectively on Soquel or the HOV lane on Highway 1.
- Soquel Corridor from City of Santa Cruz City Limits to Pacific Station – this scaled down corridor would accommodate a high intensity section of the METRO route system where there are 9 buses per hour during most of the day, and there are opportunities to speed up operations and reduce travel time. This would then be the basis

Staff is requesting that the Board identify one of these two corridors to be studied as part of the project.

IV. FINANCIAL CONSIDERATIONS

There is no financial impact on METRO as the funding for the additional work will be paid for by UC Santa Cruz.

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager Advisor
SUBJECT: APPROVAL OF FY 07-08 PRELIMINARY LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached preliminary line item budget for FY 07-08, for review and TDA/STA claims purposes.

II. SUMMARY OF ISSUES

- The proposed FY 07-08 preliminary line item operating budget totals \$37,930,000. This is the second year of the two-year budget adopted by the Board of Directors in June 2006, and has been updated to reflect necessary changes in revenues and expenses from the original budget.
- Major operating revenue assumptions in the preliminary budget include a 4% increase in sales tax revenue; a 2% increase in farebox revenue; and a 4% increase in special transit fares.
- The projected amount for the Transportation Development Act (TDA) allocation reflects a 3.2% increase over the current year allocation, including the supplemental allocation, from the Santa Cruz County Regional Transportation Commission (SCCRTC). This represents the FY 07-08 allocation proposed by the SCCRTC staff.
- Balancing actions for the operating budget include the full use of Federal formula assistance for operating expenses, use of insurance reserves in the amount of \$150,000 to pay for settlement costs, and use of \$681,462 in anticipated carryover resulting from staff vacancies and purchasing freezes. These amounts do not differ from the original FY 07-08 budget.
- The preliminary capital program totals \$45,935,809, requiring a District share of \$22,324,561 from reserves and State Transit Assistance (STA) funding.
- A budget workshop with Union representatives is planned for early May to answer questions about the budget and obtain input from the employee organizations.
- During the budget process, staff will continue to refine revenue and expense projections as updated information becomes available. Staff will present a draft final budget to the Board in May, with the final budget to be adopted in June.

18.1

III. DISCUSSION

A preliminary line item budget must be adopted by the Board of Directors in March of each year in order to allow submittal of the District's Transportation Development Act (TDA) and State Transit Assistance (STA) claims to the Santa Cruz County Regional Transportation Commission (SCCRTC) by the statutory April 1st deadline.

A. Operating Revenues

Operating revenues total \$37,930,000 including transfers from reserves and carryover as programmed in the original FY 07-08 budget. All fare revenue accounts will be updated prior to presentation of the draft final budget in May.

Due to the success of METRO's limited exterior advertising program \$145,000 in advertising income is budgeted, an increase of \$25,000 over the original budget.

Interest income is projected at 2% higher than the expected income in FY 06-07, which is \$277,200 higher than the original budget. This number will be updated for the draft final budget in May.

Sales tax revenues have been projected at a 4% increase over FY 06-07 projected receipts, \$317,831 higher than the original budget. The sales tax projection will be updated for the draft final budget in May after receipt of the March report from the State Board of Equalization which will detail the sales tax performance during the October – December 2006 sales period.

TDA funding is budgeted in the amount of \$6,362,037, a 3.2% increase over the amount received in FY 06-07, based on the preliminary allocation amount from the SCCRTC, and \$245,970 over the original budget.

The third installment for repayment of the \$350,000 one-time advance of FTA operating assistance drawn in FY 04-05 for paratransit start-up costs is shown as a reduction in FTA operating assistance in the amount of \$70,000. This is being paid back over five years.

In order to balance the preliminary budget, Federal operating assistance has been utilized to the maximum extent and is projected at a 5% increase over FY 06-07, the same as the original budget.

As programmed in the original budget, one-time revenue includes \$150,000 from the insurance reserve to fund settlement costs, and \$681,462 in projected carryover from FY 06-07, primarily due to staff vacancies and suspension of any non-essential purchases from the operating budget. Also included as one-time revenue is the \$15,000 grant to fund the intern project as a carryover project from FY 06-07.

B. Operating Expenses

Operating expenses by department are close to the original budget in most departments. Staffing levels are identical to FY 06-07, with the exception that the Paralegal position authorized by the Board in January 2007 is funded for the full year.

Operations Department expenses are \$115,227 over the original budget primarily due to the wage adjustment for Transit Supervisors approved by the Board in January 2007.

Fleet Maintenance Department expenses are \$142,697 over the original budget due to higher parts costs from expiring warranties on buses.

Retiree benefit costs have been increased by \$180,114 over the original budget but will be updated for the draft final budget to reflect the latest information regarding retirees.

The preliminary budget amounts for casualty and liability insurance are estimates only, since the actual billings will not be received until May.

C. Capital Improvement Program

The FY 07-08 capital improvement program contains a number of projects as shown in the capital budget at the end of Attachment A. The entire capital program will be updated prior to submittal to the Board in May to reflect the latest information on grant funding and removal of completed projects.

IV. FINANCIAL CONSIDERATIONS

The preliminary line item budget must be approved this month in order for the District to submit claims for TDA and STA funding for FY 07-08 by the April 1st deadline.

V. ATTACHMENTS

Attachment A: FY 07-08 Preliminary Line Item Budget

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

FY 07-08

PRELIMINARY LINE ITEM BUDGET

MARCH 23, 2007

18.a)

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY 07-08 PRELIMINARY BUDGET**

REVENUE SOURCE	REVISED* FY 05-06	REVISED FY 06-07	CHANGE FROM FY 05-06 REVISED	PRELIM FY 07-08	CHANGE FROM FY 06-07 REVISED
1 Passenger Fares	\$ 3,574,868	\$ 3,578,745	0.1%	\$ 3,650,320	2.0%
2 Special Transit Fares	\$ 2,414,780	\$ 2,488,779	3.1%	\$ 2,588,330	4.0%
3 Paratransit Fares	\$ 295,500	\$ 240,000	-18.8%	\$ 249,600	4.0%
4 Highway 17 Fares	\$ 626,776	\$ 688,145	9.8%	\$ 708,789	3.0%
5 Highway 17 Payments	\$ 409,195	\$ 442,330	8.1%	\$ 455,600	3.0%
6 Commissions	\$ 6,000	\$ 6,000	0.0%	\$ 6,000	0.0%
7 Advertising Income	\$ 50,000	\$ 120,000	140.0%	\$ 145,000	20.8%
8 Rent Income - SC Metro Center	\$ 93,903	\$ 83,373	-11.2%	\$ 85,040	2.0%
9 Rent Income - Watsonville TC	\$ 47,995	\$ 48,516	1.1%	\$ 49,486	2.0%
10 Rent Income - General	\$ 4,800	\$ 4,800	0.0%	\$ -	-100.0%
11 Interest Income	\$ 828,000	\$ 1,260,000	52.2%	\$ 1,285,200	2.0%
12 Other Non-Transp Revenue	\$ 444,500	\$ 356,500	-19.8%	\$ 367,195	3.0%
13 Sales Tax	\$15,839,237	\$16,945,983	7.0%	\$ 17,624,453	4.0%
14 Transp Dev Act (TDA) Funds	\$ 5,677,686	\$ 5,880,834	3.6%	\$ 6,362,037	8.2%
15 Supplemental TDA Allocation (05-06)	\$ -	\$ 285,000	100.0%	\$ -	-100.0%
16 FTA Sec 5307 - Op Assistance	\$ 3,091,556	\$ 3,130,496	1.3%	\$ 3,287,021	5.0%
17 Repay FTA Advance (#2 and #3 of 5)	\$ (70,000)	\$ (70,000)	0.0%	\$ (70,000)	0.0%
18 FTA Sec 5311 - Rural Op Asst	\$ 65,704	\$ 168,582	156.6%	\$ 177,011	5.0%
19 Transfer from Capital/Proj Mgr	\$ 102,000	\$ 107,100	5.0%	\$ 112,455	5.0%
SUBTOTAL REVENUE	\$33,502,500	\$35,765,183	6.8%	\$ 37,083,538	3.7%
ONE-TIME REVENUE					
20 Carryover from Previous Year	\$ 1,150,500	\$ 649,817	-43.5%	\$ 681,462	4.9%
21 Transfer from Insurance Reserves	\$ 150,000	\$ 150,000	0.0%	\$ 150,000	0.0%
22 AMBAG Grant for Intern Project	\$ -	\$ 15,000	100.0%	\$ 15,000	0.0%
SUBTOTAL ONE-TIME REVENUE	\$ 1,300,500	\$ 814,817	-37.3%	\$ 846,462	3.9%
TOTAL REVENUE	\$34,803,000	\$36,580,000	5.1%	\$ 37,930,000	3.7%

* FY 05-06 revenue not adjusted for strike.

Updated 3/16/07

18.92

**SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
DEPARTMENTAL EXPENSES**

DEPARTMENT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
1100 Administration	1,626,924	1,687,143	3.7%	1,753,406	3.9%
1200 Finance	1,498,991	1,508,475	0.6%	1,596,381	5.8%
1300 Customer Service	570,881	598,120	4.8%	622,433	4.1%
1400 Human Resources	458,772	555,270	21.0%	577,393	4.0%
1500 Information Technology	634,368	679,042	7.0%	632,309	-6.9%
1700 District Counsel	428,632	429,528	0.2%	466,825	8.7%
1800 Risk Management	400,573	245,027	-38.8%	247,876	1.2%
2200 Facilities Maintenance	1,416,023	1,325,429	-6.4%	1,386,791	4.6%
3100 Paratransit Program	3,568,982	3,647,193	2.2%	3,927,667	7.7%
3200 Operations	2,551,179	2,736,486	7.3%	2,862,089	4.6%
3300 Bus Operators	12,994,495	13,701,127	5.4%	13,869,184	1.2%
4100 Fleet Maintenance	7,501,603	8,100,870	8.0%	8,397,190	3.7%
9001 Cobra Benefits	-	-	0.0%	-	0.0%
9005 Retired Employee Benefits	1,151,130	1,349,291	17.2%	1,573,457	16.6%
Additional Operating Programs	450	17,000	100.0%	17,000	0.0%
TOTAL OPERATING EXPENSES	34,803,000	36,580,000	5.1%	37,930,000	3.7%

**SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501011 Bus Operator Pay	7,897,147	8,626,083	9.2%	8,730,714	1.2%
501013 Bus Operator OT	1,154,109	1,359,914	17.8%	1,377,707	1.3%
501021 Other Salaries	6,099,741	6,086,141	-0.2%	6,419,181	5.5%
501023 Other OT	246,200	248,700	1.0%	268,208	7.8%
Totals	<u>15,397,197</u>	<u>16,320,838</u>	6.0%	<u>16,795,810</u>	2.9%
FRINGE BENEFITS					
502011 Medicare/SS	226,164	245,815	8.7%	252,716	2.8%
502021 Retirement	2,168,899	2,084,597	-3.9%	2,145,468	2.9%
502031 Medical Ins	3,674,628	3,938,536	7.2%	4,480,817	13.8%
502041 Dental Ins	506,055	481,836	-4.8%	505,929	5.0%
502045 Vision Ins	144,360	153,182	6.1%	160,841	5.0%
502051 Life Ins	48,768	46,691	-4.3%	51,358	10.0%
502060 State Disability	333,051	349,704	5.0%	367,188	5.0%
502061 Disability Ins	191,434	182,007	-4.9%	191,108	5.0%
502071 State Unemployment	85,251	91,645	7.5%	96,229	5.0%
502081 Worker's Comp	1,396,681	1,396,681	0.0%	1,396,681	0.0%
502101 Holiday Pay	349,401	338,918	-3.0%	347,342	2.5%
502103 Floating Holiday	63,200	64,800	2.5%	67,392	4.0%
502109 Sick Leave	764,588	748,671	-2.1%	770,156	2.9%
502111 Vacation	1,546,028	1,515,229	-2.0%	1,557,204	2.8%
502121 Other Paid Absence	184,803	165,038	-10.7%	170,567	3.4%
502251 Phys. Exam - Renewal	15,178	12,848	-15.4%	15,888	23.7%
502253 Driver Lic Renewal	3,941	4,151	5.3%	4,151	0.0%
502999 Other Fringe Benefits	69,335	106,003	52.9%	96,319	-9.1%
Totals	<u>11,771,765</u>	<u>11,926,352</u>	1.3%	<u>12,700,739</u>	6.5%
SERVICES					
503011 Accting/Audit Fees	77,650	97,700	25.8%	95,624	-2.1%
503012 Admin/Bank Fees	238,309	229,150	-3.8%	236,023	3.0%
503031 Prof/Technical & Fees	333,094	291,230	-12.6%	286,700	-1.6%
503032 Legislative Services	87,375	94,185	7.8%	97,011	3.0%
503033 Legal Services	65,835	49,557	-24.7%	52,177	5.3%
503034 Employment Exams	9,369	22,025	135.1%	20,986	-4.7%
503041 Temp Help	43,676	20,349	-53.4%	-	-100.0%
503161 Custodial Services	107,800	71,300	-33.9%	73,439	3.0%
503162 Uniforms/Laundry	43,975	41,780	-5.0%	40,913	-2.1%
503171 Security Services	424,699	482,240	13.5%	443,930	-7.9%
503221 Classified/Legal Ads	19,200	25,200	31.3%	18,746	-25.6%
503225 Graphics Services	15,450	20,000	29.4%	20,600	3.0%
503351 Building Repair - Out	35,000	40,000	14.3%	41,200	3.0%
503352 Equip Repair - Out	217,193	169,401	-22.0%	189,057	11.6%
503353 Rev Veh Repair - Out	289,769	281,851	-2.7%	291,061	3.3%
503354 Other Veh Repair - Out	58,031	54,200	-6.6%	55,826	3.0%
503363 Haz Waste Disposal	31,000	23,000	-25.8%	23,690	3.0%
Totals	<u>2,097,425</u>	<u>2,013,168</u>	-4.0%	<u>1,986,983</u>	-1.3%

**SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
PURCHASED TRANSPORTATION					
503406 Contract/Paratransit	309,600	200,000	-35.4%	208,000	4.0%
Totals	<u>309,600</u>	<u>200,000</u>	-35.4%	<u>208,000</u>	4.0%
MOBILE MATERIALS & SUPPLIES					
504011 Fuels & Lubricants	85,148	102,222	20.1%	107,366	5.0%
504012 Fuels & Lubricants - Rev Veh	2,009,299	2,643,373	31.6%	2,783,050	5.3%
504021 Tires & Tubes	178,560	201,000	12.6%	209,040	4.0%
504161 Other Mobile Supplies	7,740	7,500	-3.1%	7,800	4.0%
504191 Rev Vehicle Parts	407,510	579,000	42.1%	522,296	-9.8%
Totals	<u>2,688,257</u>	<u>3,533,095</u>	31.4%	<u>3,629,552</u>	2.7%
OTHER MATERIALS & SUPPLIES					
504205 Freight Out	5,511	4,800	-12.9%	4,944	3.0%
504211 Postage & Mailing	18,247	21,750	19.2%	22,403	3.0%
504214 Promotional Items	26	25	-3.8%	26	3.0%
504215 Printing	65,088	85,610	31.5%	88,810	3.7%
504217 Photo Supp/Process	13,015	8,780	-32.5%	9,044	3.0%
504311 Office Supplies	85,148	76,100	-10.6%	67,362	-11.5%
504315 Safety Supplies	21,875	15,575	-28.8%	17,587	12.9%
504317 Cleaning Supplies	58,730	47,650	-18.9%	49,080	3.0%
504409 Repair/Maint Supply	55,000	40,000	-27.3%	41,200	3.0%
504421 Non-Inventory Parts	40,500	42,000	3.7%	43,260	3.0%
504511 Small Tools	8,100	9,600	18.5%	9,888	3.0%
504515 Employee Tools	2,500	2,500	0.0%	2,575	3.0%
Totals	<u>373,740</u>	<u>354,390</u>	-5.2%	<u>356,178</u>	0.5%
UTILITIES					
505011 Gas & Electric	160,100	171,550	7.2%	178,412	4.0%
505021 Water & Garbage	96,100	101,330	5.4%	105,383	4.0%
505031 Telecommunications	86,732	98,495	13.6%	96,250	-2.3%
Totals	<u>342,932</u>	<u>371,375</u>	8.3%	<u>380,045</u>	2.3%
CASUALTY & LIABILITY COSTS					
506011 Insurance - Property	49,500	53,460	8.0%	56,133	5.0%
506015 Insurance - PL/PD	500,000	550,000	10.0%	605,000	10.0%
506021 Insurance - Other	1,600	1,728	8.0%	1,814	5.0%
506123 Settlement Costs	296,000	150,000	-49.3%	150,000	0.0%
Totals	<u>847,100</u>	<u>755,188</u>	-10.9%	<u>812,947</u>	7.6%

**SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
TAXES					
507051 Fuel Tax	10,661	10,346	-3.0%	10,656	3.0%
507201 Licenses & Permits	12,082	11,415	-5.5%	11,758	3.0%
507999 Other Taxes	25,000	25,000	0.0%	24,700	-1.2%
Totals	47,743	46,761	-2.1%	47,114	0.8%
MISC EXPENSE					
509011 Dues/Subscriptions	54,159	56,870	5.0%	56,940	0.1%
509085 Advertising - Rev Prod	15,000	15,000	0.0%	15,000	0.0%
509101 Incentive Program	7,547	5,107	-32.3%	5,821	14.0%
509121 Employee Training	8,800	96,374	995.2%	13,600	-85.9%
509123 Travel	21,870	31,170	42.5%	31,170	0.0%
509125 Other Misc Expense	6,628	6,333	-4.5%	4,833	-23.7%
509127 Board Fees	13,200	13,200	0.0%	13,200	0.0%
509150 Contributions	500	650	30.0%	650	0.0%
Totals	127,704	224,704	76.0%	141,214	-37.2%
LEASES & RENTALS					
512011 Facility Lease	736,122	769,447	4.5%	804,145	4.5%
512061 Equipment Rental	63,419	64,688	2.0%	67,275	4.0%
Totals	799,541	834,135	4.3%	871,420	4.5%
PERSONNEL TOTAL	27,168,962	28,247,190	4.0%	29,496,549	4.4%
NON-PERSONNEL TOTAL	7,634,042	8,332,810	9.2%	8,433,451	1.2%
TOTAL OPERATING EXPENSE	34,803,000	36,580,000	5.1%	37,930,000	3.7%

ADMINISTRATION

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Administration - 1100

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	562,867	606,305	7.7%	636,764	5.0%
501023 Other OT	500	500	0.0%	520	4.0%
Totals	563,367	606,805	7.7%	637,284	5.0%
FRINGE BENEFITS					
502011 Medicare/SS	9,452	10,000	5.8%	10,400	4.0%
502021 Retirement	86,647	85,246	-1.6%	88,656	4.0%
502031 Medical Ins	71,567	91,514	27.9%	102,496	12.0%
502041 Dental Ins	9,581	9,030	-5.8%	9,482	5.0%
502045 Vision Ins	3,147	3,304	5.0%	3,469	5.0%
502051 Life Ins	1,332	1,323	-0.7%	1,455	10.0%
502060 State Disability (SDI)	8,491	8,916	5.0%	9,362	5.0%
502061 Long Term Disability Ins	5,756	5,044	-12.4%	5,296	5.0%
502071 State Unemployment (SUI)	2,174	2,337	7.5%	2,454	5.0%
502081 Worker's Comp	28,181	28,181	0.0%	28,181	0.0%
502101 Holiday Pay	7,564	7,761	2.6%	8,071	4.0%
502103 Floating Holiday	15,200	15,700	3.3%	16,328	4.0%
502109 Sick Leave	30,257	31,044	2.6%	32,286	4.0%
502111 Vacation	54,757	56,961	4.0%	59,239	4.0%
502121 Other Paid Absence	4,000	4,000	0.0%	4,160	4.0%
502999 Other Fringe Benefits	1,600	1,680	5.0%	1,764	5.0%
Totals	339,706	362,041	6.6%	383,099	5.8%
SERVICES					
503012 Admin/Bank Fees	1,100	1,100	0.0%	1,133	3.0%
503031 Prof/Technical & Fees	110,580	97,580	-11.8%	100,507	3.0%
503032 Legislative Services	87,375	94,185	7.8%	97,011	3.0%
503041 Temp Help	25,000	6,207	-75.2%	-	-100.0%
503221 Classified/Legal Ads	7,700	7,700	0.0%	7,931	3.0%
503352 Equip Repair - Out	7,015	9,260	32.0%	9,538	3.0%
Totals	238,770	216,032	-9.5%	216,120	0.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	9,250	10,100	9.2%	10,403	3.0%
504215 Printing	2,760	2,760	0.0%	2,843	3.0%
504217 Photo Supp/Process	100	100	0.0%	103	3.0%
504311 Office Supplies	6,940	7,600	9.5%	7,828	3.0%
Totals	19,050	20,560	7.9%	21,177	3.0%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Administration - 1100

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
UTILITIES					
505011 Gas & Electric	37,000	30,000	-18.9%	31,200	4.0%
505021 Water & Garbage	5,600	5,880	5.0%	6,115	4.0%
505031 Telecommunications	4,650	5,683	22.2%	5,910	4.0%
Totals	47,250	41,563	-12.0%	43,225	4.0%
MISC EXPENSE					
509011 Dues/Subscriptions	44,790	46,715	4.3%	46,715	0.0%
509085 Advertising - Rev Prod	15,000	15,000	0.0%	15,000	0.0%
509101 Incentive Program	4,547	2,107	-53.7%	2,821	33.9%
509123 Travel	20,000	29,000	45.0%	29,000	0.0%
509125 Other Misc Expense	5,778	5,483	-5.1%	3,983	-27.4%
509127 Board Fees	13,200	13,200	0.0%	13,200	0.0%
Totals	103,315	111,505	7.9%	110,719	-0.7%
LEASES & RENTALS					
512011 Facility Lease	313,126	326,250	4.2%	339,300	4.0%
512061 Equipment Rental	2,340	2,387	2.0%	2,482	4.0%
Totals	315,466	328,637	4.2%	341,782	4.0%
PERSONNEL TOTAL					
	903,073	968,846	7.3%	1,020,383	5.3%
NON-PERSONNEL TOTAL					
	723,851	718,297	-0.8%	733,023	2.1%
DEPARTMENT TOTALS					
	1,626,924	1,687,143	3.7%	1,753,406	3.9%

FINANCE

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Finance - 1200

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	374,143	340,933	-8.9%	369,278	8.3%
501023 Other OT	500	2,500	400.0%	520	-79.2%
Totals	374,643	343,433	-8.3%	369,798	7.7%
FRINGE BENEFITS					
502011 Medicare/SS	3,724	3,900	4.7%	4,056	4.0%
502021 Retirement	57,427	50,573	-11.9%	52,596	4.0%
502031 Medical Ins	67,662	54,292	-19.8%	60,807	12.0%
502041 Dental Ins	9,943	9,372	-5.7%	9,841	5.0%
502045 Vision Ins	2,448	2,570	5.0%	2,699	5.0%
502051 Life Ins	1,005	993	-1.2%	1,092	10.0%
502060 State Disability (SDI)	6,605	6,935	5.0%	7,282	5.0%
502061 Long Term Disability Ins	4,335	3,552	-18.1%	3,730	5.0%
502071 State Unemployment (SUI)	1,691	1,818	7.5%	1,909	5.0%
502081 Worker's Comp	5,539	5,539	0.0%	5,539	0.0%
502101 Holiday Pay	4,857	4,767	-1.9%	4,958	4.0%
502103 Floating Holiday	8,100	7,800	-3.7%	8,112	4.0%
502109 Sick Leave	19,427	19,069	-1.8%	19,832	4.0%
502111 Vacation	39,175	35,659	-9.0%	37,085	4.0%
502121 Other Paid Absence	6,000	6,000	0.0%	6,240	4.0%
502999 Other Fringe Benefits	893	938	5.0%	985	5.0%
Totals	238,831	213,777	-10.5%	226,763	6.1%
SERVICES					
503011 Accting/Audit Fees	77,400	97,450	25.9%	95,374	-2.1%
503012 Admin/Bank Fees	237,209	228,000	-3.9%	234,840	3.0%
503031 Prof/Technical & Fees	100	-	-100.0%	-	0.0%
503041 Temp Help	12,000	14,142	17.9%	-	-100.0%
503352 Equip Repair - Out	686	400	-41.7%	412	3.0%
Totals	327,395	339,992	3.8%	330,626	-2.8%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	103	100	-2.9%	103	3.0%
504215 Printing	773	200	-74.1%	206	3.0%
504311 Office Supplies	3,090	3,000	-2.9%	3,090	3.0%
Totals	3,966	3,300	-16.8%	3,399	3.0%
UTILITIES					
505031 Telecommunications	1,500	1,575	5.0%	1,638	4.0%
Totals	1,500	1,575	5.0%	1,638	4.0%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Finance - 1200

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
CASUALTY & LIABILITY COSTS					
506011 Insurance - Property	49,500	53,460	8.0%	56,133	5.0%
506015 Insurance - PL/PD	500,000	550,000	10.0%	605,000	10.0%
506021 Insurance - Other	1,600	1,728	8.0%	1,814	5.0%
Totals	<u>551,100</u>	<u>605,188</u>	9.8%	<u>662,947</u>	9.5%
TAXES					
507201 Licenses & Permits	206	-	-100.0%	-	0.0%
Totals	<u>206</u>	<u>-</u>	-100.0%	<u>-</u>	0.0%
MISC EXPENSE					
509011 Dues/Subscriptions	1,300	1,160	-10.8%	1,160	0.0%
509123 Travel	50	50	0.0%	50	0.0%
Totals	<u>1,350</u>	<u>1,210</u>	-10.4%	<u>1,210</u>	0.0%
PERSONNEL TOTAL	613,474	557,210	-9.2%	596,561	7.1%
NON-PERSONNEL TOTAL	885,517	951,265	7.4%	999,820	5.1%
DEPARTMENT TOTALS	<u><u>1,498,991</u></u>	<u><u>1,508,475</u></u>	0.6%	<u><u>1,596,381</u></u>	5.8%

CUSTOMER SERVICE

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Customer Service - 1300

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	243,184	250,598	3.0%	260,622	4.0%
501023 Other OT	1,500	1,500	0.0%	1,560	4.0%
Totals	244,684	252,098	3.0%	262,182	4.0%
FRINGE BENEFITS					
502011 Medicare/SS	1,700	1,800	5.9%	1,872	4.0%
502021 Retirement	36,537	36,289	-0.7%	37,741	4.0%
502031 Medical Ins	47,331	49,969	5.6%	55,965	12.0%
502041 Dental Ins	8,839	8,332	-5.7%	8,749	5.0%
502045 Vision Ins	2,098	2,203	5.0%	2,313	5.0%
502051 Life Ins	702	662	-5.7%	728	10.0%
502060 State Disability (SDI)	5,661	5,944	5.0%	6,241	5.0%
502061 Long Term Disability Ins	2,752	2,890	5.0%	3,035	5.0%
502071 State Unemployment (SUI)	1,449	1,558	7.5%	1,636	5.0%
502081 Worker's Comp	71,026	71,026	0.0%	71,026	0.0%
502101 Holiday Pay	2,976	3,044	2.3%	3,166	4.0%
502109 Sick Leave	11,904	12,175	2.3%	12,662	4.0%
502111 Vacation	32,967	33,400	1.3%	34,736	4.0%
502121 Other Paid Absence	4,000	4,000	0.0%	4,160	4.0%
502999 Other Fringe Benefits	250	263	5.2%	276	5.0%
Totals	230,191	233,553	1.5%	244,305	4.6%
SERVICES					
503031 Prof/Technical & Fees	18,540	15,000	-19.1%	15,450	3.0%
503225 Graphics Services	15,450	20,000	29.4%	20,600	3.0%
503352 Equip Repair - Out	2,575	1,000	-61.2%	1,030	3.0%
Totals	36,565	36,000	-1.5%	37,080	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	5,150	5,000	-2.9%	5,150	3.0%
504215 Printing	30,900	49,000	58.6%	50,470	3.0%
504217 Photo Supp/Process	4,275	4,000	-6.4%	4,120	3.0%
504311 Office Supplies	4,635	4,500	-2.9%	4,635	3.0%
Totals	44,960	62,500	39.0%	64,375	3.0%
UTILITIES					
505031 Telecommunications	6,300	6,615	5.0%	6,880	4.0%
Totals	6,300	6,615	5.0%	6,880	4.0%
TAXES					
507201 Licenses & Permits	2,431	1,500	-38.3%	1,545	3.0%
Totals	2,431	1,500	-38.3%	1,545	3.0%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Customer Service - 1300

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
MISC EXPENSE					
509123 Travel	50	50	0.0%	50	0.0%
509150 Contributions	500	500	0.0%	500	0.0%
Totals	550	550	0.0%	550	0.0%
LEASES & RENTALS					
512061 Equipment Rental	5,200	5,304	2.0%	5,516	4.0%
Totals	5,200	5,304	2.0%	5,516	4.0%
 PERSONNEL TOTAL	 474,875	 485,651	 2.3%	 506,487	 4.3%
NON-PERSONNEL TOTAL	96,006	112,469	17.1%	115,946	3.1%
 DEPARTMENT TOTALS	 570,881	 598,120	 4.8%	 622,433	 4.1%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
Human Resources - 1400

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	244,179	284,840	16.7%	296,234	4.0%
501023 Other OT	1,000	1,000	0.0%	1,040	4.0%
Totals	245,179	285,840	16.6%	297,274	4.0%
FRINGE BENEFITS					
502011 Medicare/SS	3,918	4,600	17.4%	4,784	4.0%
502021 Retirement	35,086	38,819	10.6%	40,372	4.0%
502031 Medical Ins	28,981	36,351	25.4%	40,713	12.0%
502041 Dental Ins	5,988	5,788	-3.3%	6,077	5.0%
502045 Vision Ins	1,574	1,836	16.6%	1,928	5.0%
502051 Life Ins	876	772	-11.9%	849	10.0%
502060 State Disability (SDI)	4,718	4,954	5.0%	5,202	5.0%
502061 Long Term Disability Ins	2,810	2,951	5.0%	3,098	5.0%
502071 State Unemployment (SUI)	1,208	1,299	7.5%	1,364	5.0%
502081 Worker's Comp	39,283	39,283	0.0%	39,283	0.0%
502101 Holiday Pay	2,754	2,886	4.8%	3,001	4.0%
502103 Floating Holiday	5,700	5,800	1.8%	6,032	4.0%
502109 Sick Leave	12,660	13,145	3.8%	13,671	4.0%
502111 Vacation	17,015	22,484	32.1%	23,383	4.0%
502121 Other Paid Absence	1,000	1,000	0.0%	1,040	4.0%
502999 Other Fringe Benefits	816	857	5.0%	900	5.0%
Totals	164,387	182,824	11.2%	216,121	18.2%
SERVICES					
503031 Prof/Technical & Fees	16,100	30,900	91.9%	20,188	-34.7%
503034 Employment Exams	9,369	22,025	135.1%	20,986	-4.7%
503221 Classified/Legal Ads	6,000	12,000	100.0%	5,150	-57.1%
503352 Equip Repair - Out	100	200	100.0%	206	3.0%
Totals	31,569	65,125	106.3%	46,530	-28.6%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	225	450	100.0%	464	3.1%
504215 Printing	5,350	5,500	2.8%	6,296	14.5%
504217 Photo Supp/Process	350	300	-14.3%	309	3.0%
504311 Office Supplies	1,600	1,800	12.5%	1,854	3.0%
Totals	7,525	8,050	7.0%	8,923	10.8%
UTILITIES					
505031 Telecommunications	912	958	5.0%	996	4.0%
Totals	912	958	5.0%	996	4.0%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Human Resources - 1400

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
MISC EXPENSE					
509011 Dues/Subscriptions	3,250	1,500	-53.8%	1,500	0.0%
509121 Employee Training	5,000	10,024	100.5%	5,100	-49.1%
509123 Travel	100	100	0.0%	100	0.0%
509125 Other Misc Expense	850	850	0.0%	850	0.0%
Totals	9,200	12,474	35.6%	7,550	-39.5%
PERSONNEL TOTAL	409,566	468,664	14.4%	513,394	9.5%
NON-PERSONNEL TOTAL	49,206	86,607	76.0%	63,999	-26.1%
DEPARTMENT TOTALS	458,772	555,270	21.0%	577,393	4.0%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
Information Technology - 1500

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	279,757	291,255	4.1%	302,905	4.0%
501023 Other OT	1,500	1,500	0.0%	1,560	4.0%
Totals	281,257	292,755	4.1%	304,465	4.0%
FRINGE BENEFITS					
502011 Medicare/SS	4,507	4,800	6.5%	4,992	4.0%
502021 Retirement	41,115	40,519	-1.4%	42,140	4.0%
502031 Medical Ins	45,270	51,377	13.5%	57,542	12.0%
502041 Dental Ins	6,807	6,416	-5.7%	6,737	5.0%
502045 Vision Ins	1,399	1,469	5.0%	1,542	5.0%
502051 Life Ins	654	662	1.2%	728	10.0%
502060 State Disability (SDI)	3,774	3,963	5.0%	4,161	5.0%
502061 Long Term Disability Ins	3,079	3,233	5.0%	3,395	5.0%
502071 State Unemployment (SUI)	966	1,038	7.5%	1,090	5.0%
502081 Worker's Comp	3,294	3,294	0.0%	3,294	0.0%
502101 Holiday Pay	3,643	3,783	3.8%	3,934	4.0%
502103 Floating Holiday	8,400	8,600	2.4%	8,944	4.0%
502109 Sick Leave	14,571	15,132	3.9%	15,737	4.0%
502111 Vacation	23,620	26,394	11.7%	27,450	4.0%
502121 Other Paid Absence	2,000	2,000	0.0%	2,080	4.0%
502999 Other Fringe Benefits	778	817	5.0%	858	5.0%
Totals	163,876	173,497	5.9%	184,623	6.4%
SERVICES					
503031 Prof/Technical & Fees	5,000	2,400	-52.0%	2,472	3.0%
503171 Security Services	-	3,000	100.0%	3,090	3.0%
503352 Equip Repair - Out	121,000	76,000	-37.2%	92,597	21.8%
Totals	126,000	81,400	-35.4%	98,159	20.6%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	200	200	0.0%	206	3.0%
504215 Printing	200	200	0.0%	206	3.0%
504311 Office Supplies	41,200	26,900	-34.7%	17,510	-34.9%
Totals	41,600	27,300	-34.4%	17,922	-34.4%
UTILITIES					
505031 Telecommunications	19,500	21,100	8.2%	22,000	4.3%
Totals	19,500	21,100	8.2%	22,000	4.3%
MISC EXPENSE					
509011 Dues/Subscriptions	85	90	5.9%	90	0.0%
509121 Employee Training	2,000	82,850	4042.5%	5,000	-94.0%
509123 Travel	50	50	0.0%	50	0.0%
Totals	2,135	82,990	3787.1%	5,140	-93.8%
PERSONNEL TOTAL	445,133	466,252	4.7%	489,088	4.9%
NON-PERSONNEL TOTAL	189,235	212,790	12.4%	143,221	-32.7%
DEPARTMENT TOTALS	634,368	679,042	7.0%	632,309	-6.9%

District Counsel

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

District Counsel - 1700

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	237,950	257,805	8.3%	283,117	9.8%
501023 Other OT	500	500	0.0%	520	4.0%
Totals	238,450	258,305	8.3%	283,637	9.8%
FRINGE BENEFITS					
502011 Medicare/SS	3,925	4,100	4.5%	4,264	4.0%
502021 Retirement	36,254	35,176	-3.0%	38,623	9.8%
502031 Medical Ins	48,965	43,985	-10.2%	49,263	12.0%
502041 Dental Ins	7,606	7,168	-5.8%	7,526	5.0%
502045 Vision Ins	1,399	1,469	5.0%	1,542	5.0%
502051 Life Ins	561	552	-1.6%	607	10.0%
502060 State Disability (SDI)	3,774	3,963	5.0%	4,161	5.0%
502061 Long Term Disability Ins	2,335	2,452	5.0%	2,575	5.0%
502071 State Unemployment (SUI)	966	1,038	7.5%	1,090	5.0%
502081 Worker's Comp	3,197	3,197	0.0%	3,197	0.0%
502101 Holiday Pay	3,133	3,228	3.0%	3,357	4.0%
502103 Floating Holiday	6,200	6,400	3.2%	6,656	4.0%
502109 Sick Leave	12,533	12,914	3.0%	13,431	4.0%
502111 Vacation	23,953	24,813	3.6%	25,806	4.0%
502121 Other Paid Absence	2,300	2,300	0.0%	2,392	4.0%
502999 Other Fringe Benefits	500	525	5.0%	551	5.0%
Totals	157,601	153,280	-2.7%	165,041	7.7%
SERVICES					
503031 Prof/Technical & Fees	464	1,100	137.1%	-	-100.0%
503033 Legal Services	16,645	3,900	-76.6%	5,150	32.1%
503041 Temp Help	6,676	-	-100.0%	-	0.0%
503352 Equip Repair - Out	167	100	-40.1%	103	3.0%
Totals	23,952	5,100	-78.7%	5,253	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	52	100	92.3%	103	3.0%
504215 Printing	93	100	7.5%	103	3.0%
504217 Photo Supp/Process	52	30	-42.3%	31	3.3%
504311 Office Supplies	927	700	-24.5%	721	3.0%
Totals	1,124	930	-17.3%	958	3.0%
UTILITIES					
505031 Telecommunications	550	578	5.1%	601	4.0%
Totals	550	578	5.1%	601	4.0%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

District Counsel - 1700

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
TAXES					
507201 Licenses & Permits	155	-	-100.0%	-	0.0%
Totals	155	-	-100.0%	-	0.0%
MISC EXPENSE					
509011 Dues/Subscriptions	3,800	6,335	66.7%	6,335	0.0%
509121 Employee Training	1,800	3,500	94.4%	3,500	0.0%
509123 Travel	1,200	1,500	25.0%	1,500	0.0%
Totals	6,800	11,335	66.7%	11,335	0.0%
PERSONNEL TOTAL	396,051	411,585	3.9%	448,678	9.0%
NON-PERSONNEL TOTAL	32,581	17,943	-44.9%	18,147	1.1%
DEPARTMENT TOTALS	428,632	429,528	0.2%	466,825	8.7%

Risk Management

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Risk Management - 1800

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
SERVICES					
503031 Prof/Technical & Fees	54,560	48,500	-11.1%	49,955	3.0%
503033 Legal Services	49,190	45,657	-7.2%	47,027	3.0%
Totals	103,750	94,157	-9.2%	96,982	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	52	200	284.6%	206	3.0%
504215 Printing	206	200	-2.9%	206	3.0%
504217 Photo Supp/Process	258	200	-22.5%	206	3.0%
504311 Office Supplies	237	200	-15.6%	206	3.0%
Totals	753	800	6.2%	824	3.0%
CASUALTY & LIABILITY COSTS					
506123 Settlement Costs	296,000	150,000	-49.3%	150,000	0.0%
Totals	296,000	150,000	-49.3%	150,000	0.0%
MISC EXPENSE					
509011 Dues/Subscriptions	50	50	0.0%	50	0.0%
509123 Travel	20	20	0.0%	20	0.0%
Totals	70	70	0.0%	70	0.0%
PERSONNEL TOTAL	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	400,573	245,027	-38.8%	247,876	1.2%
DEPARTMENT TOTALS	400,573	245,027	-38.8%	247,876	1.2%

FACILITIES MAINTENANCE

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Facilities Maintenance - 2200

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM
LABOR					
501021 Other Salaries	538,985	506,503	-6.0%	526,763	4.0%
501023 Other OT	19,000	19,000	0.0%	19,760	4.0%
Totals	557,985	525,503	-5.8%	546,523	4.0%
FRINGE BENEFITS					
502011 Medicare/SS	6,106	6,400	4.8%	6,656	4.0%
502021 Retirement	80,228	73,915	-7.9%	76,872	4.0%
502031 Medical Ins	134,152	145,209	8.2%	162,634	12.0%
502041 Dental Ins	19,755	18,620	-5.7%	19,551	5.0%
502045 Vision Ins	4,546	4,773	5.0%	5,012	5.0%
502051 Life Ins	1,521	1,433	-5.8%	1,576	10.0%
502060 State Disability (SDI)	13,209	13,869	5.0%	14,562	5.0%
502061 Long Term Disability Ins	6,047	6,349	5.0%	6,666	5.0%
502071 State Unemployment (SUI)	3,381	3,635	7.5%	3,817	5.0%
502081 Worker's Comp	35,416	35,416	0.0%	35,416	0.0%
502101 Holiday Pay	6,772	6,852	1.2%	7,126	4.0%
502109 Sick Leave	27,089	27,407	1.2%	28,503	4.0%
502111 Vacation	66,966	68,845	2.8%	71,599	4.0%
502121 Other Paid Absence	8,000	8,000	0.0%	8,320	4.0%
502999 Other Fringe Benefits	600	630	5.0%	662	5.1%
Totals	413,788	421,354	1.8%	448,972	6.6%
SERVICES					
503031 Prof/Technical & Fees	16,000	16,000	0.0%	16,480	3.0%
503161 Custodial Services	107,800	71,300	-33.9%	73,439	3.0%
503162 Uniforms/Laundry	9,000	9,000	0.0%	9,270	3.0%
503171 Security Services	7,500	8,000	6.7%	8,240	3.0%
503351 Building Repair - Out	35,000	40,000	14.3%	41,200	3.0%
503352 Equip Repair - Out	20,000	15,000	-25.0%	15,450	3.0%
503363 Haz Waste Disposal	31,000	23,000	-25.8%	23,690	3.0%
Totals	226,300	182,300	-19.4%	187,769	3.0%
OTHER MATERIALS & SUPPLIES					
504215 Printing	1,000	300	-70.0%	309	3.0%
504217 Photo Supp/Process	200	50	-75.0%	52	3.0%
504311 Office Supplies	1,500	1,500	0.0%	1,545	3.0%
504315 Safety Supplies	8,000	3,500	-56.3%	5,150	47.1%
504317 Cleaning Supplies	35,000	25,000	-28.6%	25,750	3.0%
504409 Repair/Maint Supply	55,000	40,000	-27.3%	41,200	3.0%
504421 Non-Inventory Parts		1,500	0.0%	1,545	3.0%
504511 Small Tools	3,000	3,000	0.0%	3,090	3.0%
Totals	103,700	74,850	-27.8%	78,641	5.1%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
Facilities Maintenance - 2200

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM
UTILITIES					
505011 Gas & Electric	35,000	40,000	14.3%	41,600	4.0%
505021 Water & Garbage	38,000	40,000	5.3%	41,600	4.0%
505031 Telecommunications	1,000	1,050	5.0%	1,092	4.0%
Totals	74,000	81,050	9.5%	84,292	4.0%
TAXES					
507201 Licenses & Permits	9,100	9,100	0.0%	9,373	3.0%
507999 Other Taxes	25,000	25,000	0.0%	24,700	-1.2%
Totals	34,100	34,100	0.0%	34,073	-0.1%
MISC EXPENSE					
509123 Travel	50	50	0.0%	50	0.0%
Totals	50	50	0.0%	50	0.0%
LEASES & RENTALS					
512061 Equipment Rental	6,100	6,222	2.0%	6,471	4.0%
Totals	6,100	6,222	2.0%	6,471	4.0%
PERSONNEL TOTAL	971,773	946,857	-2.6%	995,495	5.1%
NON-PERSONNEL TOTAL	444,250	378,572	-14.8%	391,296	3.4%
DEPARTMENT TOTALS	1,416,023	1,325,429	-6.4%	1,386,791	4.6%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
Paratransit Program - 3100

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501011 Bus Operator Pay	1,199,546	1,307,890	9.0%	1,412,521	8.0%
501013 Bus Operator OT	58,000	59,914	3.3%	64,707	8.0%
501021 Other Salaries	221,600	231,233	4.3%	250,482	8.3%
501023 Other OT	200	700	250.0%	728	4.0%
Totals	1,479,346	1,599,737	8.1%	1,728,438	8.0%
FRINGE BENEFITS					
502011 Medicare/SS	23,283	25,000	7.4%	26,750	7.0%
502021 Retirement	201,977	213,109	5.5%	230,371	8.1%
502031 Medical Ins	516,057	537,809	4.2%	602,346	12.0%
502041 Dental Ins	68,565	64,625	-5.7%	67,856	5.0%
502045 Vision Ins	18,883	19,827	5.0%	20,818	5.0%
502051 Life Ins	6,504	6,174	-5.1%	6,791	10.0%
502060 State Disability (SDI)	56,609	59,439	5.0%	62,411	5.0%
502061 Long Term Disability Ins	16,704	16,539	-1.0%	17,366	5.0%
502071 State Unemployment (SUI)	14,490	15,577	7.5%	16,356	5.0%
502081 Worker's Comp	100,000	100,000	0.0%	100,000	0.0%
502101 Holiday Pay	44,898	45,529	1.4%	48,716	7.0%
502103 Floating Holiday	6,000	6,300	5.0%	6,552	4.0%
502109 Sick Leave	77,581	78,912	1.7%	84,436	7.0%
502111 Vacation	89,752	91,593	2.1%	98,005	7.0%
502121 Other Paid Absence	25,000	25,000	0.0%	26,750	7.0%
502251 Phys. Exam - Renewal	3,000	3,000	0.0%	3,000	0.0%
502253 Driver Lic Renewal	720	720	0.0%	720	0.0%
502999 Other Fringe Benefits	3,100	3,255	5.0%	3,418	5.0%
Totals	1,273,123	1,312,408	3.1%	1,422,662	8.4%
SERVICES					
503031 Prof/Technical & Fees	82,000	33,500	-59.1%	34,505	3.0%
503162 Uniforms/Laundry	3,560	1,500	-57.9%	1,545	3.0%
503352 Equip Repair - Out	2,000	3,000	50.0%	3,090	3.0%
503353 Rev Veh Repair - Out	65,000	75,425	16.0%	78,442	4.0%
Totals	152,560	113,425	-25.7%	117,582	3.7%
PURCHASED TRANS.					
503406 Contract/Paratransit	309,600	200,000	-35.4%	208,000	4.0%
Totals	309,600	200,000	-35.4%	208,000	4.0%
MOBILE MATERIALS & SUPPLIES					
504011 Fuels & Lubricants	2,000	650	-67.5%	715	10.0%
504012 Fuels & Lubricants - Rev Veh	120,000	147,825	23.2%	162,608	10.0%
504021 Tires & Tubes	8,000	10,000	25.0%	10,400	4.0%
504161 Other Mobile Supplies	1,500	-	-100.0%	-	0.0%
504191 Rev Vehicle Parts	20,000	40,000	100.0%	41,600	4.0%
Totals	151,500	198,475	31.0%	215,323	8.5%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Paratransit Program - 3100

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
OTHER MATERIALS & SUPPLIES					
504205 Freight Out	800	800	0.0%	824	3.0%
504211 Postage & Mailing	1,900	4,000	110.5%	4,120	3.0%
504215 Printing	3,000	7,000	133.3%	7,210	3.0%
504217 Photo Supp/Process	1,500	1,000	-33.3%	1,030	3.0%
504311 Office Supplies	6,528	12,000	83.8%	12,360	3.0%
504315 Safety Supplies	3,500	1,000	-71.4%	1,030	3.0%
504317 Cleaning Supplies	2,000	850	-57.5%	876	3.0%
504421 Non-Inventory Parts	500	500	0.0%	515	3.0%
504511 Small Tools	1,000	2,500	150.0%	2,575	3.0%
504515 Employee Tools	1,000	1,000	0.0%	1,030	3.0%
Totals	21,728	30,650	41.1%	31,570	3.0%
UTILITIES					
505011 Gas & Electric	11,100	13,200	18.9%	13,728	4.0%
505021 Water & Garbage	3,500	4,000	14.3%	4,160	4.0%
505031 Telecommunications	33,000	34,650	5.0%	36,036	4.0%
Totals	47,600	51,850	8.9%	53,924	4.0%
TAXES					
507201 Licenses & Permits	-	625	0.0%	644	3.0%
Totals	-	625	100.0%	644	3.0%
MISC EXPENSE					
509011 Dues/Subscriptions	250	295	18.0%	295	0.0%
509123 Travel	50	50	0.0%	50	0.0%
509150 Contributions	-	150	100.0%	150	0.0%
Totals	300	495	65.0%	495	0.0%
LEASES & RENTALS					
512011 Facility Lease	132,625	138,916	4.7%	148,393	6.8%
512061 Equipment Rental	600	612	2.0%	636	3.9%
Totals	133,225	139,528	4.7%	149,029	6.8%
PERSONNEL TOTAL					
	2,752,469	2,912,145	5.8%	3,151,100	8.2%
NON-PERSONNEL TOTAL					
	816,513	735,048	-10.0%	776,567	5.6%
DEPARTMENT TOTALS					
	3,568,982	3,647,193	2.2%	3,927,667	7.7%

OPERATIONS

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Operations - 3200

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	1,070,593	1,168,801	9.2%	1,259,233	7.7%
501023 Other OT	129,500	129,500	0.0%	150,000	15.8%
Totals	1,200,093	1,298,301	8.2%	1,409,233	8.5%
FRINGE BENEFITS					
502011 Medicare/SS	8,638	13,000	50.5%	13,520	4.0%
502021 Retirement	172,793	168,157	-2.7%	181,105	7.7%
502031 Medical Ins	184,301	209,726	13.8%	234,893	12.0%
502041 Dental Ins	28,102	26,487	-5.7%	27,811	5.0%
502045 Vision Ins	6,994	7,343	5.0%	7,710	5.0%
502051 Life Ins	2,526	2,426	-4.0%	2,669	10.0%
502060 State Disability (SDI)	18,870	19,814	5.0%	20,804	5.0%
502061 Long Term Disability Ins	12,536	13,163	5.0%	13,821	5.0%
502071 State Unemployment (SUI)	4,830	5,192	7.5%	5,452	5.0%
502081 Worker's Comp	46,954	46,954	0.0%	46,954	0.0%
502101 Holiday Pay	14,698	14,793	0.6%	15,385	4.0%
502103 Floating Holiday	8,500	8,700	2.4%	9,048	4.0%
502109 Sick Leave	58,794	59,171	0.6%	61,538	4.0%
502111 Vacation	150,667	150,289	-0.3%	156,301	4.0%
502121 Other Paid Absence	12,000	12,000	0.0%	12,480	4.0%
502251 Phys. Exam - Renewal	396	396	0.0%	396	0.0%
502253 Driver Lic Renewal	216	216	0.0%	216	0.0%
502999 Other Fringe Benefits	1,854	1,947	5.0%	2,044	5.0%
Totals	733,668	759,773	3.6%	812,146	6.9%
SERVICES					
503031 Prof/Technical & Fees	25,750	25,750	0.0%	26,523	3.0%
503162 Uniforms/Laundry	515	500	-2.9%	515	3.0%
503171 Security Services	417,199	471,240	13.0%	432,600	-8.2%
503352 Equip Repair - Out	2,575	2,325	-9.7%	2,652	14.1%
Totals	446,039	499,815	12.1%	462,290	-7.5%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	515	800	55.3%	824	3.0%
504214 Promotional Items	26	25	-3.8%	26	3.0%
504215 Printing	15,450	15,000	-2.9%	15,450	3.0%
504217 Photo Supp/Process	6,180	3,000	-51.5%	3,090	3.0%
504311 Office Supplies	12,360	12,800	3.6%	12,360	-3.4%
504315 Safety Supplies	-	700	0.0%	721	3.0%
504317 Cleaning Supplies	100	100	0.0%	103	3.0%
504511 Small Tools	100	100	0.0%	103	3.0%
Totals	34,731	32,525	-6.4%	32,677	0.5%
UTILITIES					
505011 Gas & Electric	27,000	28,350	5.0%	29,484	4.0%
505021 Water & Garbage	29,000	30,450	5.0%	31,668	4.0%
505031 Telecommunications	11,000	17,550	59.5%	12,012	-31.6%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Operations - 3200

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
Totals	67,000	76,350	14.0%	73,164	-4.2%
MISC EXPENSE					
509011 Dues/Subscriptions	70		-100.0%	70	0.0%
509123 Travel	50	50	0.0%	50	0.0%
Totals	120	50	-58.3%	120	140.0%
LEASES & RENTALS					
512011 Facility Lease	62,328	62,328	0.0%	64,821	4.0%
512061 Equipment Rental	7,200	7,344	2.0%	7,638	4.0%
Totals	69,528	69,672	0.2%	72,459	4.0%
PERSONNEL TOTAL	1,933,761	2,058,074	6.4%	2,221,379	7.9%
NON-PERSONNEL TOTAL	617,418	678,412	9.9%	640,710	-5.6%
DEPARTMENT TOTALS	<u>2,551,179</u>	<u>2,736,486</u>	7.3%	<u>2,862,089</u>	4.6%

BUS OPERATORS

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Bus Operators - 3300

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501011 Bus Operator Pay	6,697,601	7,318,193	9.3%	7,318,193	0.0%
501013 Bus Operator OT	1,096,109	1,300,000	18.6%	1,313,000	1.0%
Totals	7,793,710	8,618,193	10.6%	8,631,193	0.2%
FRINGE BENEFITS					
502011 Medicare/SS	133,946	142,215	6.2%	144,222	1.4%
502021 Retirement	1,072,438	1,028,242	-4.1%	1,029,859	0.2%
502031 Medical Ins	1,062,733	1,083,988	2.0%	1,192,386	10.0%
502041 Dental Ins	188,884	178,032	-5.7%	186,934	5.0%
502045 Vision Ins	56,298	59,113	5.0%	62,069	5.0%
502051 Life Ins	18,720	17,640	-5.8%	19,404	10.0%
502060 State Disability (SDI)	160,392	168,412	5.0%	176,832	5.0%
502061 Long Term Disability Ins	109,532	99,009	-9.6%	103,959	5.0%
502071 State Unemployment (SUI)	41,055	44,134	7.5%	46,341	5.0%
502081 Worker's Comp	887,121	887,121	0.0%	887,121	0.0%
502101 Holiday Pay	228,280	216,599	-5.1%	218,765	1.0%
502109 Sick Leave	380,467	360,998	-5.1%	364,608	1.0%
502111 Vacation	754,671	712,763	-5.6%	719,891	1.0%
502121 Other Paid Absence	80,503	60,738	-24.6%	61,345	1.0%
502251 Phys. Exam - Renewal	10,000	8,000	-20.0%	10,000	25.0%
502253 Driver Lic Renewal	2,480	2,480	0.0%	2,480	0.0%
502999 Other Fringe Benefits	6,144	6,451	5.0%	6,774	5.0%
Totals	5,193,665	5,075,934	-2.3%	5,232,991	3.1%
SERVICES					
503162 Uniforms/Laundry	4,120	4,000	-2.9%	2,000	-50.0%
Totals	4,120	4,000	-2.9%	2,000	-50.0%
MISC EXPENSE					
509101 Incentive Program	3,000	3,000	0.0%	3,000	0.0%
Totals	3,000	3,000	0.0%	3,000	0.0%
PERSONNEL TOTAL	12,987,375	13,694,127	5.4%	13,864,184	1.2%
NON-PERSONNEL TOTAL	7,120	7,000	-1.7%	5,000	-28.6%
DEPARTMENT TOTALS	12,994,495	13,701,127	5.4%	13,869,184	1.2%

FLEET MAINTENANCE

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Fleet Maintenance - 4100

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
LABOR					
501021 Other Salaries	2,326,483	2,147,868	-7.7%	2,233,783	4.0%
501023 Other OT	92,000	92,000	0.0%	92,000	0.0%
Totals	2,418,483	2,239,868	-7.4%	2,325,783	3.8%
FRINGE BENEFITS					
502011 Medicare/SS	26,965	30,000	11.3%	31,200	4.0%
502021 Retirement	348,397	314,552	-9.7%	327,134	4.0%
502031 Medical Ins	485,496	492,586	1.5%	551,696	12.0%
502041 Dental Ins	69,949	65,930	-5.7%	69,227	5.0%
502045 Vision Ins	17,134	17,991	5.0%	18,891	5.0%
502051 Life Ins	5,826	5,513	-5.4%	6,064	10.0%
502060 State Disability (SDI)	50,948	53,495	5.0%	56,170	5.0%
502061 Long Term Disability Ins	25,548	26,825	5.0%	28,167	5.0%
502071 State Unemployment (SUI)	13,041	14,019	7.5%	14,720	5.0%
502081 Worker's Comp	176,670	176,670	0.0%	176,670	0.0%
502101 Holiday Pay	29,826	29,676	-0.5%	30,863	4.0%
502103 Floating Holiday	5,100	5,500	7.8%	5,720	4.0%
502109 Sick Leave	119,305	118,704	-0.5%	123,452	4.0%
502111 Vacation	292,485	292,028	-0.2%	303,709	4.0%
502121 Other Paid Absence	40,000	40,000	0.0%	41,600	4.0%
502251 Phys. Exam - Renewal	1,782	1,452	-18.5%	1,452	0.0%
502253 Driver Lic Renewal	525	735	40.0%	735	0.0%
502999 Other Fringe Benefits	2,800	2,940	5.0%	3,087	5.0%
Totals	1,711,798	1,688,616	-1.4%	1,790,558	6.0%
SERVICES					
503031 Prof/Technical & Fees	4,000	4,000	0.0%	4,120	3.0%
503041 Temp Help	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	26,780	26,780	0.0%	27,583	3.0%
503221 Classified/Legal Ads	5,500	5,500	0.0%	5,665	3.0%
503352 Equip Repair - Out	61,075	62,116	1.7%	63,979	3.0%
503353 Rev Veh Repair - Out	224,769	206,426	-8.2%	212,619	3.0%
503354 Other Veh Repair - Out	58,031	54,200	-6.6%	55,826	3.0%
Totals	380,155	359,022	-5.6%	369,792	3.0%
MOBILE MATERIALS & SUPPLIES					
504011 Fuels & Lubricants	83,148	101,572	22.2%	106,651	5.0%
504012 Fuels & Lubricants - Rev Veh	1,889,299	2,495,548	32.1%	2,620,442	5.0%
504021 Tires & Tubes	170,560	191,000	12.0%	198,640	4.0%
504161 Other Mobile Supplies	6,240	7,500	20.2%	7,800	4.0%
504191 Rev Vehicle Parts	387,510	539,000	39.1%	480,696	-10.8%
Totals	2,536,757	3,334,620	31.5%	3,414,229	2.4%

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET

Fleet Maintenance - 4100

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
OTHER MATERIALS & SUPPLIES					
504205 Freight Out	4,711	4,000	-15.1%	4,120	3.0%
504211 Postage & Mailing	800	800	0.0%	824	3.0%
504215 Printing	5,356	5,350	-0.1%	5,511	3.0%
504217 Photo Supp/Process	100	100	0.0%	103	3.0%
504311 Office Supplies	6,131	5,100	-16.8%	5,253	3.0%
504315 Safety Supplies	10,375	10,375	0.0%	10,686	3.0%
504317 Cleaning Supplies	21,630	21,700	0.3%	22,351	3.0%
504421 Non-Inventory Parts	40,000	40,000	0.0%	41,200	3.0%
504511 Small Tools	4,000	4,000	0.0%	4,120	3.0%
504515 Employee Tools	1,500	1,500	0.0%	1,545	3.0%
Totals	94,603	92,925	-1.8%	95,713	3.0%
UTILITIES					
505011 Gas & Electric	50,000	60,000	20.0%	62,400	4.0%
505021 Water & Garbage	20,000	21,000	5.0%	21,840	4.0%
505031 Telecommunications	8,320	8,736	5.0%	9,085	4.0%
Totals	78,320	89,736	14.6%	93,325	4.0%
TAXES					
507051 Fuel Tax	10,661	10,346	-3.0%	10,656	3.0%
507201 Licenses & Permits	190	190	0.0%	196	3.0%
507999 Other Taxes	-	-	0.0%	-	0.0%
Totals	10,851	10,536	-2.9%	10,852	3.0%
MISC EXPENSE					
509011 Dues/Subscriptions	564	725	28.5%	725	0.0%
509123 Travel	50	50	0.0%	50	0.0%
Totals	614	775	26.2%	775	0.0%
LEASES & RENTALS					
512011 Facility Lease	228,043	241,953	6.1%	251,631	4.0%
512061 Equipment Rental	41,979	42,819	2.0%	44,532	4.0%
Totals	270,022	284,772	5.5%	296,163	4.0%
PERSONNEL TOTAL					
	4,130,281	3,928,484	-4.9%	4,116,341	4.8%
NON-PERSONNEL TOTAL					
	3,371,322	4,172,386	23.8%	4,280,849	2.6%
DEPARTMENT TOTALS					
	7,501,603	8,100,870	8.0%	8,397,190	3.7%

COBRA

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
 COBRA Benefits - 9001

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
<hr/>					
FRINGE BENEFITS					
502031 Medical Ins	-	-	0.0%		0.0%
502041 Dental Ins	-	-	0.0%		0.0%
502045 Vision Ins	-	-	0.0%	-	0.0%
Totals	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	-	-	0.0%	-	0.0%

Retirees

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
Retired Employee Benefits - 9005

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
FRINGE BENEFITS					
502031 Medical Ins/CalPERS	982,113	1,141,730	16.3%	1,370,076	20.0%
502041 Dental Ins	82,036	82,036	0.0%	86,138	5.0%
502045 Vision Ins	28,440	31,284	10.0%	32,848	5.0%
502051 Life Ins	8,541	8,541	0.0%	9,395	10.0%
502999 Medical Ins/Direct	50,000	85,700	71.4%	75,000	-12.5%
Totals	1,151,130	1,349,291	17.2%	1,573,457	16.6%
PERSONNEL TOTAL	1,151,130	1,349,291	17.2%	1,573,457	16.6%
NON-PERSONNEL TOTAL	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	1,151,130	1,349,291	17.2%	1,573,457	16.6%

SCCIC

SANTA CRUZ METRO FY 07-08 OPERATING BUDGET
SCCIC/COPS - 700

ACCOUNT	FY 05-06 REVISED	FY 06-07 REVISED	% CHANGE FROM FY 05-06	FY 07-08 PRELIM	% CHANGE FROM FY 06-07
SERVICES					
503011 Accting/Audit Fees	250	250	0.0%	250	0.0%
503012 Admin/Bank Fees	-	50	100.0%	50	0.0%
Totals	250	300	20.0%	300	0.0%
MISC EXPENSE					
509123 Travel	200	200	0.0%	200	0.0%
Totals	200	200	0.0%	200	0.0%
PERSONNEL TOTAL	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	450	500	11.1%	500	0.0%
DEPARTMENT TOTALS	450	500	11.1%	500	0.0%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY 07-08 PRELIMINARY BUDGET
CAPITAL IMPROVEMENT PROGRAM**

PROJECT	FEDERAL	STATE/ LOCAL	DISTRICT	TOTAL
<u>Grant-Funded Projects</u>				
MetroBase	\$ 8,409,246	\$ 7,500,000	\$ 13,713,463	\$ 29,622,709
Revenue Vehicle Replacement	\$ 736,000	\$ -	\$ 184,000	\$ 920,000
CNG Bus Conversions	\$ -	\$ 6,800,000	\$ -	\$ 6,800,000
Short Range Transit Plan	\$ 85,000	\$ -	\$ 15,000	\$ 100,000
Bike Rack Project	\$ -	\$ 81,000	\$ 9,000	\$ 90,000
Subtotal				\$ 37,532,709
<u>District-Funded Projects</u>				
Bus Stop Improvements			\$ 300,000	\$ 300,000
China Grade Turnout (Carryover)			\$ 10,000	\$ 10,000
Purchase and Renovation of Vernon Building			\$ 7,100,000	\$ 7,100,000
Rebuild Low Floor Buses (8)			\$ 152,000	\$ 152,000
Rebuild Bus Engines (4)			\$ 72,000	\$ 72,000
Revenue Vehicle Replacement (3 ParaCruz Vans)			\$ 192,000	\$ 192,000
IT Projects				
New UPS			\$ 7,000	\$ 7,000
Nortel Switch for ParaCruz Phones			\$ 3,000	\$ 3,000
New and Replacement Laptops (5)			\$ 8,000	\$ 8,000
GIS Workstation, Software and Large Format Printer			\$ 8,000	\$ 8,000
Tape Drive			\$ 2,700	\$ 2,700
Replacement Laser Printers (4)			\$ 12,000	\$ 12,000
Facilities Repair & Improvements (Carryover)				
Slurry Coat Parking Lots (Soquel P&R, Greyhound)			\$ 10,000	\$ 10,000
Replace Sunshade (Pacific Station)			\$ 2,500	\$ 2,500
Repair Sidewalks & Bus Lanes (Pacific Station)			\$ 10,000	\$ 10,000
Repair Lane Designation Signs at Pacific Station & WTC			\$ 7,000	\$ 7,000
Facilities Repair & Improvements				
Door Replacement at Pacific Station			\$ 16,500	\$ 16,500
Reseal Operations Facility Roof			\$ 10,000	\$ 10,000
Replace HVAC at ParaCruz Facility			\$ 14,500	\$ 14,500
Replace Dispatch Console			\$ 20,000	\$ 20,000
Admin Generator			\$ 23,000	\$ 23,000
Shuttle Vehicles for Bus Operator Relief (7)			\$ 105,000	\$ 105,000
Non-Revenue Vehicle Replacement (3)			\$ 69,000	\$ 69,000
Non-Revenue Vehicle Replacement (4)(Carryover)			\$ 166,000	\$ 166,000
Office Equipment - File Cabinets			\$ 6,500	\$ 6,500
Office Equipment - Digital Copier for Encinal			\$ 11,000	\$ 11,000
Noise Meter for Fleet Maint			\$ 2,400	\$ 2,400
Mobile Sweeper and Trailer for Fleet Maint			\$ 45,000	\$ 45,000
Diagnostic Reader for Fleet Maint			\$ 3,000	\$ 3,000
Replace Repeater for Mt. Biewlaski (Carryover)			\$ 15,000	\$ 15,000
Subtotal				\$ 8,403,100
TOTAL CAPITAL PROJECTS	\$ 9,230,246	\$ 14,381,000	\$ 22,324,563	\$ 45,935,809

18.a31

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY 07-08 PRELIMINARY BUDGET
CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROGRAM FUNDING

Federal Grants	\$ 9,230,246
State/Local Grants	\$ 14,381,000
State Transit Assistance (STA) Funding	\$ 5,881,242
Bus Stop Improvement Reserves	\$ 310,000
District Reserves	\$ 16,133,321
TOTAL CAPITAL FUNDING	\$ 45,935,809

18.a32

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR SUPPLY AND DELIVERY OF LIQUEFIED NATURAL GAS (LNG) WITH PROMETHEUS ENERGY

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for supply and delivery of liquefied natural gas with Prometheus Energy.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Three firms submitted bids for the District's review.
- District staff has reviewed all submitted bids.
- District staff is recommending that a contract be established with Prometheus Energy to supply and deliver LNG.

III. DISCUSSION

District began an ambitious fleet upgrade in 1998. Since then, District has replaced 79 buses and purchased its first CNG fueled buses. Now, in order to meet California clean air requirements, District must convert its remaining diesel buses to run on CNG fuel in 2007 with the complete elimination of diesel buses by 2010. In order to fuel the converted fleet, the District is nearing completion of a new LCNG fueling facility.

On January 24, 2007, District Invitation for Bid No. 06-13 for the supply and delivery on LNG was mailed to three firms and was legally advertised. On February 16, 2007, bids were received and opened from three firms. A recap of the bids received is provided in Attachment A. District staff has reviewed all submitted bids.

District staff is recommending that a contract be established with Prometheus Energy to supply and deliver LNG for an amount not to exceed \$ 9,000,000 over a five-year term. Contractor will provide all equipment and materials meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in Fleet's operating budget.

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V. ATTACHMENTS

Attachment A: Recap of Bids Received

Attachment B: Contract with Prometheus Energy

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

Attachment **A**

RECAP IFB NO. 06-13 LNG	PROMETHUS ENERGY Bellevue, WA	CLEAN ENERGY Seal Beach, CA	APPLIED LNG TECHNOLOGIES Dallas, TX
1. FIXED PRICE PER GALLON	NOT OFFERED	NOT OFFERED	NOT OFFERED
2. PRICING FORMULA	$[(\text{Rocky Mtn Index}/12.22910) + .65] \times 1.0825$	$[(\text{HSC}/12.10) + 0.939] \times 1.0825$ for years 1 & 2	$[(\text{SoCal}/12.104) \times 1.2] + 0.60 + \$3,100 + \text{sales tax}$
		$[(\text{SoCal Gas Index}/12.10) + 0.749] \times 1.0825$ for years 3,4 & 5	
3. INDEX USED	Primary: Rocky Mountain Secondary: Southern Star	Houston Ship Channel (HSC) years 1&2 and SoCal Gas years 3,4, & 5	SoCal Gas (reference Platts Daily)
4. TANK TRAILER CAPACITY	10,000 gallons nominal capacity	10,000 gallons approximately	9,500 gallons
Index Rate as of February 16th	6.59	6.86	6.86
Unit Price Per Gallon Formula Pricing	\$ 1.286961059	\$ 1.6301824	1.3857082
Price for 10,000 gallon load	\$ 12,869.61	\$ 16,301.82	\$ 16,957.14

19.21

CONTRACT FOR SUPPLY AND DELIVERY OF LIQUEFIED NATURAL GAS (06-13)

THIS CONTRACT is made effective on April 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and **PROMETHEUS ENERGY COMPANY** ("Contractor").

I. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Supply and Delivery of Liquefied Natural Gas

District requires the supply and delivery of liquefied natural gas to be used for standard purposes. In order to obtain said supply and delivery of liquefied natural gas, the District issued an Invitation for Bids, dated January 24, 2007 setting forth specifications for supply and delivery of liquefied natural gas. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of liquefied natural gas desired by the District and whose principal place of business is 500 180th Ave NE, Suite 2340, Bellevue, Washington. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said supply and delivery of liquefied natural gas, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On March 23, 2007 District selected Contractor as the lowest responsive, responsible bidder to supply and delivery of liquefied natural gas. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

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Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated January 24, 2007 including Addendum No. 1 dated February 5, 2007.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated February 16, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for five (5) years thereafter. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$9,000,000 for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$9,000,000 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District. Contractor's invoices shall be detailed and include quantities delivered, index used and index value at the time of delivery, unit price per gallon, and total amount due. Expenses shall only be billed if allowed under the contract.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary

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for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Prometheus Energy Company
500 108th Avenue,
Suite 2340
Bellevue WA 989004

Attention: Dan Anderson

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR -- PROMETHEUS ENERGY COMPANY

By _____
David Rudisill
Director of Fleet Business

Approved as to Form:

Margaret Rose Gallagher
District Counsel

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EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bid (IFB)

For Supply and Delivery of Liquefied Natural Gas

District IFB No. 06-13

Date Issued: January 24, 2007

Bid Deadline: 2:00 p.m., February 16, 2007



Contents of this IFB

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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids for supply and delivery of liquefied natural gas dated January 24, 2007 at the following prices.

Bidders may choose to bid Firm Fixed Price, Price Based off Index, or both. In order to ensure the uniform assessment of all bid submittals by District's Evaluation Committee, Bidders **MUST** include all relevant pricing for each and every year of the 5-year term of the contract. All costs necessary to complete the terms of this IFB must be included in the appropriate boxes

1. LNG Fuel: per GALLON	FIRM FIXED PRICE: Unit Price per GALLON				
	Year 1	Year 2	Year 3	Year 4	Year 5
2. LNG Fuel: per GALLON	BASED OFF PRICE INDEX: Unit Price per GALLON				
	Years 1 through 5				

3. Index used: _____

4. Tank trailer capacity: _____

5. Current Client References List Attached: Yes No

6. List of Subcontractors and DBEs attached: Yes No

7. Proof of Licenses attached: Yes No

8. Proof of Permits attached: Yes No

9. Information required per Part III, Article 6 is attached to this bid: Yes No

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

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

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed

copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

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

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

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

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

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

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

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

IFB No. 06-13
Supply and Delivery of LNG
Bid Opening 2:00 p.m., February 16, 2007

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

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

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

Telephone Number

FAX Number

Date

Federal Tax ID No.

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

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

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(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 bid 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 bid 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.

(Contractor) _____, 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

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Bidder's Company Name

Legal Structure (corp /partner/proprietor)

Principle Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Date Signed and Authorized Signature

LOBBYING CERTIFICATION

(Only for Contracts above \$100,000)

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

BIDDER'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____
 BIDDER'S ADDRESS _____
 BID AMOUNT \$ _____
 BID OPENING DATE _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

SIGNATURE OF BIDDER _____
 DATE _____
 AREA CODE/TELEPHONE _____
 (Detach from proposal if DBE information is not submitted with bid.)

* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
 ** DBE's must be certified on the date bids are opened.
 *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.
NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

BIDDER DBE INFORMATION

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

PART II

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

PART III

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUEFIED NATURAL GAS

1. INTRODUCTION

- 1.1 The purpose of this Invitation for Bids (IFB) is to obtain the services of a qualified firm to provide the Santa Cruz Metropolitan Transit District (District or METRO) with an indefinite quantity of bulk Liquefied Natural Gas (LNG) requirements for its Santa Cruz fueling facility under the terms of this Agreement.
- 1.2 District operates a fixed route fleet of 113 buses of which eleven (11) buses are CNG powered and forty (40) buses will be converted to CNG power within the next 9 months. All future bus purchases will have CNG engines.
- 1.3 District has one LCNG fueling facility located at 1200 River Street, Santa Cruz, California. This fuel station is currently under construction and is expected to be completed by mid March of 2007. This site will have a fifteen thousand gallon vertical LNG storage tank.
- 1.4 District seeks a competitive solution to meet its bulk LNG vehicle fuel requirements.
- 1.5 Vendors may offer additional services in their respective bid; however, such services are not accepted unless so authorized in writing.

2. BACKGROUND

- 2.1 The Santa Cruz Metropolitan Transit District is a special utility district established by legislation in 1967 to provide public transit service in Santa Cruz County, California. METRO is the single designated fixed-route operator in Santa Cruz County and has the authority to receive local transportation funds, collect sales tax revenue, sell bonds, condemn property and execute agreements with other agencies, among other things.
- 2.2 METRO operates 41 fixed transit routes and ADA Complementary Paratransit service throughout the County. METRO operates one regional route, the Highway 17 Express, between San Jose and Santa Cruz. With a service area population of 252,000, METRO carries approximately 6 million passenger trips annually. Service operates from approximately 4:15 a.m. until midnight Monday through Friday with a reduced service level on Saturdays, Sundays and Holidays. A deviated, on-demand route provides extended late-night service to the University.
- 2.3 METRO began an ambitious fleet upgrade in 1998. Since then, METRO has replaced 79 buses and purchased its first CNG fueled buses. Now, in order to meet California clean air requirements, METRO must convert its remaining diesel buses to run on CNG fuel beginning in 2007 with the complete elimination of diesel buses by 2010.
- 2.4 District's fixed-route transit operations are conducted from one facility located at 1200 River Street, Santa Cruz, California.

3. SCOPE OF SPECIFICATIONS

- 3.1 Provide LNG bulk fuel requirements for District's operations facility.
- 3.2 This agreement is for an indefinite quantity of LNG fuel, within the limits stated hereunder, and District does not guarantee the purchase of a particular volume or amount during the contract period.
- 3.3 Each qualified Bidder shall conduct a careful examination of District's facility and shall thoroughly familiarize themselves with the requirements of the contract and scope of the work prior to submitting a bid.

3.4 Contractor shall carefully check and verify all access points, conditions, configurations, and arrangements of the respective site.

4. STATEMENT OF WORK

4.1 Contractor’s work shall include the following tasks and shall be completed on or before the timeframes indicated in the Schedule outlined below:

EVENT	DATE
Invitation for Bids Released	January 24, 2007
Bid Deadline	February 16, 2007, 2:00 p m , PST
Contract Approval By District Board of Directors	February 23, 2007
Target Contract Start Date	March 1, 2007
Contract End Date (5 yrs)	February 28, 2012

4.2 Provide LNG fuel to District’s bulk storage facility located at 1200 River Street, Santa Cruz, California

4.3 The Contractor shall check the onsite storage vessels at District’s location on a regular (daily) basis and deliver fuel as required, and in a timely manner, to ensure that District is supplied, at all times, with at least half of the maximum storage capacity of the bulk storage facility (15,000 LNG gallons). LNG gallons for this purpose shall be defined as: LNG @ OPSI and minus (-)259F.

4.3.1 The successful bidder shall monitor and maintain necessary fuel levels as listed. The fuel levels shall not include LNG at the plant or on the road unless mutually agreed to.

4.3.2 Contractor must have the capability to link into District’s remote inventory monitoring system

4.4 The Contractor shall furnish all trucks, trailers, off-loading hose(s), tools, equipment, resources, apparatus, facility, transportation, trained labor and materials necessary to furnish the services herein described.

4.5 Contractor must provide District with proof of compliance of relevant local, state, and federal laws/regulations, and Contractor must notify District of any changes, amendments, and modifications in relevant regulations, laws, statutes and policies. Prior to delivery of the first load of LNG under this contract fuel supplier shall inspect and provide to District their safety validation of the site and equipment.

4.6 Supplier shall notify District prior to the delivery of any reformulation of products supplied under this contract, and changes shall not be accepted without the prior written consent of District.

4.7 The Supplier must follow and observe District safety polices and procedures while on District property.

5. FUEL REQUIREMENTS

5.1 The LNG shall satisfy the following requirements:

Property	Limit	ASTM Test Method
Methane	98% to 100%	
Ethane	1.0% max	

Heavy Hydrocarbon	0.5% max	D 1945
Inert Gas	0.5% max	

6. EACH BID MUST PROVIDE THE FOLLOWING INFORMATION:

- 6.1 Description of Primary Supply Source(s) for District location.
 - 6.1.2 Source(s) and location(s) for both the raw product (natural gas/methane) or liquefier plant/production plant sites;
 - 6.1.3 Primary source for District's fuel supply.
- 6.2 LNG Tanker Trucks/Transport Vehicles
 - 6.2.1 Owner
 - 6.2.2 The number of relevant vehicles retained by Owner
 - 6.2.3 A brief description of each vehicle & trailer (e.g., capacity, year of manufacture, etc.)
 - 6.2.4 Delivery sub-contractor if applicable - Items 6.2.1, 6.2.2, 6.2.3.
- 6.3 IRS Tax refund: the Bidder shall provide District with a written detail describing how they plan to incorporate IRS LNG automotive fuel tax refund to District beginning October 2006. This item shall be considered part of the District LNG fuel purchase terms and conditions.
- 6.4 Bidder shall provide District with written detail how they shall provide LNG fuel should their primary source of LNG fuel become unavailable. Within this detail Bidder shall provide the names of primary and secondary sources of LNG fuel as designated District fuel sources. It is understood that a force majeure shall only occur if both of these sources of supply cannot provide LNG fuel.
- 6.5 This agreement is for an indefinite quantity of LNG fuel, within the limits stated herein, and District does not guarantee the purchase of a particular volume or amount during the term of the IFB.
- 6.6 Contractor shall guarantee supply of District's LNG fuel requirements as herein described for the term of the Agreement.
- 6.7 The Bidder shall elaborate on the LNG fuel pricing methodology. Will the pricing be fixed or based off an index.

7. ESTIMATED FUEL USAGE

- 7.1 District has estimated is projected LNG fuel usage for the next five (5) years. These are just estimates to be used for the bidding price of LNG.
- 7.2 The estimated LNG fuel usage is as follows:

Time Period	Gallons/Std.	Cubic Feet
03/01/07 – 02/28/08	1,107,120	914,70,254
03/01/08 – 02/28/09	1,251,046	103,361,421
03/01/09 – 02/28/10	1,313,598	108,529,467
03/01/10 – 02/28/11	1,379,278	113,955,948
03/01/11 – 02/28/12	1,793,061	148,142,700

- 7.2.1 The projected daily fuel usage shall average approximately 98.44 LNG gallons per vehicle per day.
- 7.2.2 The LNG fuel shall be invoiced based upon quantities delivered to the sites by weight. One (1) LNG gallon shall be determined as: minus -259F @ 0 PSI = 3.6 pounds per gallon. The Contractor agrees to weigh LNG deliveries at the nearest approved weighing location to the property and use the weigh ticket as a means to calculate the amount of

LNG delivered. LNG delivered to the property shall have a head pressure no greater than 30 psi. If head pressure exceeds 30 psi, the trailer tank shall be vented and the trailer shall be reweighed at the nearest approved weighing station. The contractor shall reweigh the trailer after each delivery. Each invoice shall include a copy of individual delivery weight before and after each delivery to the District. Invoice shall have site and signature of District employee receiving the fuel. No LNG deliveries will be accepted at more than 30 PSI unless a predetermined District employee provides written exception for the out of spec load of LNG.

8. LIQUIDATED DAMAGES

8.1 Contractor's failure to maintain minimum onsite fuel requirement(s) under this Agreement shall result in liquidated damages being assessed against the fuel supplier

8.1.1 These damages shall be deducted from any monies due, or which may thereafter become due, to Contractor under this Contract.

8.1.2 Force Majeure applies:

a) When it is beyond the control of Contractor to provide the service requirements contained in this contract, the Liquidated Damages shall be prorated accordingly.

b) District shall be the sole judge of the applicability of the Force Majeure clause as relates to Liquidated Damages

8.1.3 Specific Daily Liquidated Damages Amount.

From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. District and Contractor, therefore, presume that in the event of any such delay the amount of damage which shall be sustained from a delay shall be \$18,400 per day

8.1.4 District and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty.

9. PREPARATION AND DELIVERY

9.1 The fuel delivery hours shall be between 7 a.m. and 3 p.m. Monday through Friday each week, except holidays.

9.1.1 Contractor must address and coordinate the scheduling of fuel deliveries with District staff in order to accommodate District's holiday schedule.

9.1.2 District does not operate (closed) on any of the following national holidays: Thanksgiving, Christmas, and New Years Day and will not receive LNG deliveries

9.2 Contractor shall assume full responsibility for providing tankers or containers suitable for delivery of the fuel to District's bulk storage tank.

9.3 Contractor shall be responsible for off-loading fuel into District's bulk storage tank and providing trained personnel capable of performing the off-loading of fuel without assistance from District.

9.4 All LNG tanker trucks making deliveries shall be properly certified by the State of California including but not limited to Vehicle Tank Measurement Certificates, and in accordance with Federal Department of Transportation regulations, policies, and procedures.

9.4.1 If requested, the Contractor shall provide copies of requested certificates within three (3) days after notification is received from a designated District representative.

9.4.2 All drivers making deliveries of LNG to District shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsement as may be required by relevant laws and/or regulations.

- 9.4.3 Prior to the first delivery of LNG, the Contractor shall provide District with a material safety data sheet (MSDS) for the LNG.
- 9.5 Contractor shall provide vapor return to the tanker from the LNG storage vessels.
- 9.6 District may require all vessels of delivery trucks to be sealed with devices that are tamper free and identified on the delivery documents.
- 9.7 Contractor, its agents or employees, must notify District's fleet supervisor or his/her designee, upon delivery of each LNG fuel, as all fuel deliveries to District's bulk storage tank must be acknowledged by a designated District representative.
- 9.8 Contractor shall, at its expense, make every reasonable effort necessary to maintain minimum fuel levels. Contractor agrees to notify District's designated representative if, at any time, it appears that the delivery schedule set forth may not be met.
 - 9.8.1 Such notification shall include the reasons for any possible delays, and steps being taken by Contractor to remedy any such problem(s).
 - 9.8.2 Nothing herein shall be interpreted as waiving remedies otherwise available to District.
- 9.9 The bid prices must include all freight delivery costs and applicable fees.

10. TECHNICAL SUPPORT

- 10.1 Bids must include a description of technical support services offered by Contractor, if any, and hours of availability for Bidder's Technical Support Services Staff
- 10.2 Testing
 - 10.2.1 District reserves the right to periodically request a written laboratory report (within five days of the request), at Contractor's expense, containing the specifications of the LNG contained in the Contractor's bulk storage tank from which District's supply is drawn. (1) Contractor shall list on each sample report all procedures that were used, and shall retain records of the test results for two (2) years.
 - 10.2.2 District may, if the results of the testing show the LNG to be deficient, require Contractor to prepare and deliver a written program designed to eliminate deliveries of defective product.
 - 10.2.3 If Contractor fails to promptly take necessary and reasonable steps to ensure the quality of LNG fuel, District shall have the unilateral right to terminate this contract for default as provided in Part IV, Article 2.02, Termination for Default.
- 10.3 If Contractor questions or disputes the result of tests made by District or its designee, District shall have the right to appoint an independent testing laboratory, who is also acceptable to the Contractor, to make the required tests.
- 10.4 The expense of such tests shall be paid by the Contractor if it is determined that any LNG failed to satisfy the specifications set forth herein; and by District if it is deemed that the tested LNG sample(s) satisfied the specification standards set forth herein.
 - 10.4.1 The decision of the independent laboratory shall be final and binding on both parties.
- 10.5 Inspection of Services
 - 10.5.1 All services provided and materials utilized in the performance of such services, shall be subject to inspection by District, or its designee, to the extent practicable at all times and places during the term of this Agreement
 - 10.5.2 All inspections made by District, or its designee, shall be made in such a manner as not to unduly delay the Contractor's delivery and/or dispensing of fuel.

11. PERMITS AND LICENSES

- 11.1 Contractor shall be responsible for obtaining all necessary permits and licenses required by local, state, and federal authorities for performance under the terms of this Agreement.
- 11.2 Contractor shall pay all charges and fees, and furnish all notices necessary for lawful execution of the work.
- 11.3 Contractor shall give all required notices and comply with all federal, state, and local laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Agreement.
- 11.4 Upon request, the Contractor shall furnish to District certificates of compliance with all such laws, orders, regulations and driving records of the supplier truck drivers.

12. DISTRICT'S RESPONSIBILITIES

- 12.1 District's shall, at all times, provide reasonable access to the fueling facility, and shall permit the unloading of Contractor's truck at the delivery location without undue delay.
- 12.2 District shall have available a transfer pump with a 3" CGA coupling connection capable of average unload rate of 200 gallons per minute.
- 12.3 District shall provide adequate power and pumps for off-loading the LNG in a timely manner.
- 12.4 District will supply an attendant to observe the off loading of all LNG deliveries. This attendant will monitor a portable methane detection system and will act as an emergency back up to the driver if there is a problem. This attendant does not negate the need for the Contractor to properly train their operators to safely off load LNG at District sites.

13. EMPLOYEE HAZARDS

- 13.1 Contractor shall perform all work in a clean, safe and professional manner, causing no hazards to District staff, facility the environment or Contractors service personnel.
- 13.2 All Hazardous waste must be handled, collected, stored and disposed of in accordance with federal, state and local environmental compliance regulations.
- 13.3 The contractor is responsible for providing safety training for all the all employees that deliver LNG fuel to District.
 - 13.3.1 The bidder shall submit their safety plan for their drivers and schedule of training to District.

14. TERM OF CONTRACT

The term of this contract will be for a period of five (5) years.

15. BASIS FOR AWARD OF CONTRACT

The basis for selecting the successful bidder includes the bidder meeting all technical requirements for this solicitation and offering the best overall value for the services requested. Additional requirements include the following:

- Demonstrate a sustainable and regular supply of LNG.
- Adequate capabilities to offset or minimize loss of supply events.
- Demonstrate experience in similar programs.

16. FUEL PRICING

The Contractor shall be responsible to provide:

- LNG fuel per LNG gallon delivered to the District.

- Provide a cost breakdown of the LNG price including freight and weighing charges, and any charges for delivery delay. Bidders are to use the monthly adjusted Natural Gas Price Index.
- Bidders may also bid the fuel supply commodity portion as a fixed price for five years.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3 FORCE MAJEURE

3.01 General

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

3.2 Notification by Contractor

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

3.03 Losses

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

4 PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

7. INSURANCE

7.01 General

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

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9 NO DISCRIMINATION

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 DOT-assisted contracts. Failure by the contractor 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 recipient deems appropriate.

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

11.2 Prompt Payment of Withheld Funds to Subcontractors

The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1 BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated January 24, 2007.

2. DEFINITIONS

2.01 General

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

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

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

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

3. BUY AMERICA CERTIFICATE

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

4 LIQUIDATED DAMAGES

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

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

5. STATE CONTRACT PROVISIONS

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

6. LABOR HARMONY REQUIREMENT

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

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

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

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

PART VI

CONTRACT FOR SUPPLY AND DELIVER OF LIQUEFIED NATURAL GAS (06-13)

THIS CONTRACT is made effective on _____, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Item

District requires the supply and delivery of liquefied natural gas to be used for standard purposes. In order to obtain said supply and delivery of liquefied natural gas, the District issued an Invitation for Bids, dated January 24, 2007 setting forth specifications for supply and delivery of liquefied natural gas. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of liquefied natural gas desired by the District and whose principal place of business is _____. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said supply and delivery of liquefied natural gas, which is attached hereto and incorporated herein by reference as Exhibit B

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the lowest responsive, responsible bidder to supply and delivery of liquefied natural gas. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated January 24, 2007.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated February 16, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

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

4. COMPENSATION

4.01 Terms of Payment

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

4.02 Invoices

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

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4)

necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Attention: _____

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VII

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

8 0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

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

9 0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Bid Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Bidder may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for bid submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

A Bidder may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839

*Santa Cruz Metropolitan
Transit District*



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

INVITATION FOR BIDS (IFB) NO. 06-13

FOR SUPPLY AND DELIVERY OF LIQUEFIED NATURAL GAS

February 5, 2007

Receipt of this Addendum No. 1 shall be acknowledged in your bid response. Any adjustment resulting from this addendum shall be included in the IFB. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bid.

The following questions were received and METRO responses are provided as follows:

1. **Question:** Regarding Part III Specifications, item 4.3.2. What will the interface be for this remote monitoring system?

Answer: The fuel management system for the LCNG fueling station is a Fuel Force FF814 system. The contractor has stated that this system has the capability to provide remote LNG tank level monitoring via the internet.

2. **Question:** Your fuel requirements spell out a methane concentration requirement of 98%. We have noticed that our current suppliers are unable to meet this specification. Can you reconcile your request for 98% methane?

Answer: The minimum acceptable methane concentration in LNG can be reduced from 98% to 96% by mole.

3. **Bid response date remains February 16, 2007, 2:00 p.m. PST. This is the final addendum.**

Lloyd Longnecker
Purchasing Agent

EXHIBIT - B

**SANTA CRUZ METROPOLITAN TRANSIT
DISTRICT**

**RESPONSE TO IFB No 06-13
LNG SUPPLY AND DELIVERY**

PROMETHEUS ENERGY CO.

**500 108TH Ave NE
Suite 2340
Bellevue, WA 98004
206 267-0800 - P
425 289-1858 - F**

OFTEN THE MOST REVOLUTIONARY IDEAS ARE THE MOST SIMPLE



PROMETHEUS*energy*



PROMETHEUSenergy

Prometheus Energy Company
3311 S 120th Pl, Suite 100
Seattle Washington 98168

PHONE 206 267-0800
FAX 206 267-0801

www.Prometheus-Energy.com

February 8, 2007

To Whom It May Concern:

Prometheus Energy Company is pleased to submit for your review, a response to Santa Cruz Metropolitan Transit District's Invitation for Bid for Supply and Delivery of Liquefied Natural Gas. Prometheus has completed the following proposal to meet your requirements and display our ability and desire to create a partnership this will result in a premier LNG operation.

Prometheus is working hard to become the leading supplier of Liquefied Natural Gas (LNG) solutions in the California transportation market. In the coming years, we hope to expand the supply of LNG in the California market to help alleviate the supply constraints felt by each and every user. Like many others, we recognize the difficulties with a limited number of baseload production facilities located far from demand markets. Coupled with the transportation and distribution of LNG, Prometheus also installs, owns, and operates distributed scale LNG production facilities capable of producing 5,000 gallons per day of LNG. By creating a redundant supply network of these facilities, Prometheus will remove these constraints with a diversified LNG supply portfolio to deliver high-quality fuel to our customers on time, every time.

Kind regards,

Dan Anderson
Fleet Fuel Sales

CC: Dave Rudisill

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Profile of Firm (History, Experience, Changes)

Prometheus Energy Company (Prometheus) is an alternative fuel company that produces, sells and distributes liquid natural gas (LNG). Our proprietary technology allows us to utilize stranded and waste sources of methane and economically converts them to automotive grade LNG. Our technology has been commercialized to economically process waste or low BTU methane into liquid natural gas ("LNG") at plant sizes significantly below the capability of competitive technology. Smaller plant size enables LNG production to occur close to the end user resulting in very competitive LNG cost. Our unique technology and business model allows us to, 1) capture stranded or waste methane; 2) remove toxic substances, pollutants, and trace elements; 3) process methane using significantly smaller plant sizes than competitive technology; 4) locate plants close to LNG demand; and 5) provide LNG at fixed prices, below market prices due to inherent cost savings.

Prometheus is positioned to become a significant player in the alternative fuels market by establishing itself as a leader in the global, distributed LNG market. One of Prometheus' competitive advantages is the ability to design, engineer and install LNG production systems with standard production capacities of 5,000-25,000 gallons per day from unconventional sources. Prometheus' distributed-scale LNG source-to-end-use projects integrate innovative equipment designs, high quality manufacturing, system operation and maintenance, LNG distribution, and direct fuels sales to wholesale and retail customers.

Prometheus also utilizes a diversified portfolio of energy resources. While proprietary LNG supply sources are in development in California and surrounding regions in order to expand the current supply to the west coast, we also utilize conventional, index based sources to supplement our supply and provide a redundant source of fuel.

Bid Form Explanation – I-1

Prometheus is currently able to offer Santa Cruz LNG commodity pricing tied to a floating first of month index pricing from our supply sources. The proposed method of pricing will reflect monthly changes in index prices. Monthly prices are issued at the beginning of each month from our current suppliers of LNG. This price follows market changes closely. Our method of pricing includes the first of month index price plus an adder that accounts for all other cost including transportation, liquefaction, and administrative services (TLA)

For example, the February forward pricing for 2007 from the Rocky Mountain Index (our primary supply source) indicate an average index price to be \$6.59 / MMBtu. This average is current as of February's forwards for index based natural gas from the Rocky Mountain Index and is susceptible to volatility in the market. As such, although this price is used as representative pricing and is indicative of future pricing trends, this number may not reflect actual prices of LNG due to unforeseeable conditions in the market that may arise.

As outlined in the IFB, a sales tax rate of 8.25% has been used. If a delivery were to be scheduled by using this averaged price, the delivered cost of LNG per gallon would be;

- Current average price of LNG – $\{(Index / 12.2291) + TLA\} * (1 + Tax) = \text{Sale Price}$
 $\{(6.59 / 12.2291) + 0.65\} * (1 + .0825) = \1.29

Description of Primary Supply Source(s) for District Locations – 6.1

Prometheus is currently able to supply Santa Cruz with LNG from traditional base load production facilities. Prometheus has accounts set up with suppliers located in Wyoming and Kansas. These production facilities produce high-quality LNG at 97% methane or greater, which meets the specifications for natural gas engines.

- Primary LNG source
ExxonMobil (Shute Creek)

The plant is roughly 30 miles northeast of Kemmerer, WY off of Route 240. No physical address is available.

- Secondary LNG Source
Pioneer Natural Resources (Satanta)
215 E Road 20
Ulysses, KS 67880

LNG Tanker Trucks/Transport Vehicles – 6.2

Prometheus currently owns four (4) LNG tanker trucks, each with a nominal capacity of 10,000 gallons. Prometheus sub-contracts the transportation of our trailers to a certified common carrier, IXL Transportation.

Trailer #100

Manufacturer – Process Engineering
Model Year – 1969
Capacity – 11,000 Gallons
Pressure – 70 psi

Trailer #101

Manufacturer – Process Engineering
Model Year – 1972
Capacity – 11,000 Gallons
Pressure – 70 psi

Trailer #102

Manufacturer – Russell Engineering
Model Year – 1972
Capacity – 11,000 Gallons
Pressure – 75 psi

Trailer #103

Manufacturer – Process Engineering
Model Year – 1972
Capacity – 11,000 Gallons
Pressure – 70 psi

Delivery Sub-Contractor – IXL Transportation, Molalla, OR

The tractors that currently haul our trailers are;

1997 Peterbilt, 3 axle
1998 Freightliner, 3 axle

IRS Tax Refund – 6.3

Prometheus Energy Co. is offering Santa Cruz an LNG Federal Excise Tax Credit as follows. For the term of the Agreement, Prometheus may qualify for a US\$0.50/LNG gallon excise tax credit. Thereafter this credit, to the extent obtained, would be split 50/50 between Santa Cruz and Prometheus as received. This refund would result in a \$0.25 credit per gallon that would be directed to Santa Cruz.

Secondary Supply Explanation – 6.4

Prometheus Energy has acquired 100,000 + gallons of LNG per week from ExxonMobil located near Kemmerer, WY through a contract which has no closing or ending period. In the event of a system failure or plant shutdown, Prometheus will procure gas from Pioneer Gas in Satanta, KS which is willing to provide up to 1 or 2 10,000 gallons loads of LNG per week.

Prometheus Energy also hopes to begin installation and production from purification and liquefaction equipment at proprietary methane sources that are under development. Prometheus Energy is also developing relationships with other supply sources that do not currently supply the market, although they possess LNG liquefaction and storage capabilities. Prometheus anticipates that one of these facilities would replace the secondary supply from Pioneer due to strategic advantages possessed by these locations.

Supply Guarantee Statement – 6.6

Prometheus Energy guarantees the supply of LNG for the District's fuel requirements as described in IFB No. 06-13 for the term of the agreement.

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids for supply and delivery of liquefied natural gas dated January 24, 2007 at the following prices.

Bidders may choose to bid Firm Fixed Price, Price Based off Index, or both. In order to ensure the uniform assessment of all bid submittals by District's Evaluation Committee, Bidders **MUST** include all relevant pricing for each and every year of the 5-year term of the contract. All costs necessary to complete the terms of this IFB must be included in the appropriate boxes.

1 LNG Fuel: per GALLON	FIRM FIXED PRICE: Unit Price per GALLON				
	Year 1	Year 2	Year 3	Year 4	Year 5
2 LNG Fuel: per GALLON	BASED OFF PRICE INDEX: Unit Price per GALLON				
	Years 1 through 5				
$[(\text{Index} / 12.2291) + .65] \cdot 1.0825$					

3. Index used: Primary - Rocky Mountain Secondary - Southern Star

4 Tank trailer capacity: 10,000 gallons (nominal capacity)

5 Current Client References List Attached: Yes No

6 List of Subcontractors and DBEs attached: Yes No

7 Proof of Licenses attached: Yes No

8 Proof of Permits attached: Yes No

9 Information required per Part III, Article 6 is attached to this bid: Yes No

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

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

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed

copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address

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

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

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

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

Addenda No 's 1

Bidder has submitted the following documents with the bid:

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

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

IFB No. 06-13
Supply and Delivery of LNG
Bid Opening 2:00 p.m., February 16, 2007

Current Client References

- Taormina Industries
1231 N Blue Gum St
Anaheim, CA 92806

Pam Diaz – Fuel Purchasing Manager
714 238-2459

Transportation Fuel

- Omnitrans
1700 W Fifth St
San Bernardino, CA 92411

Christine Van Matre – Contract Specialist
(909) 379-7122

Transportation Fuel

- Puget Sound Energy
3130 S. 38th St
Tacoma, WA 98409

Chuck Dougherty – Supervisor CNG/LNG Projects
253 746-6202

Utility Peakshaving

List of Subcontractors

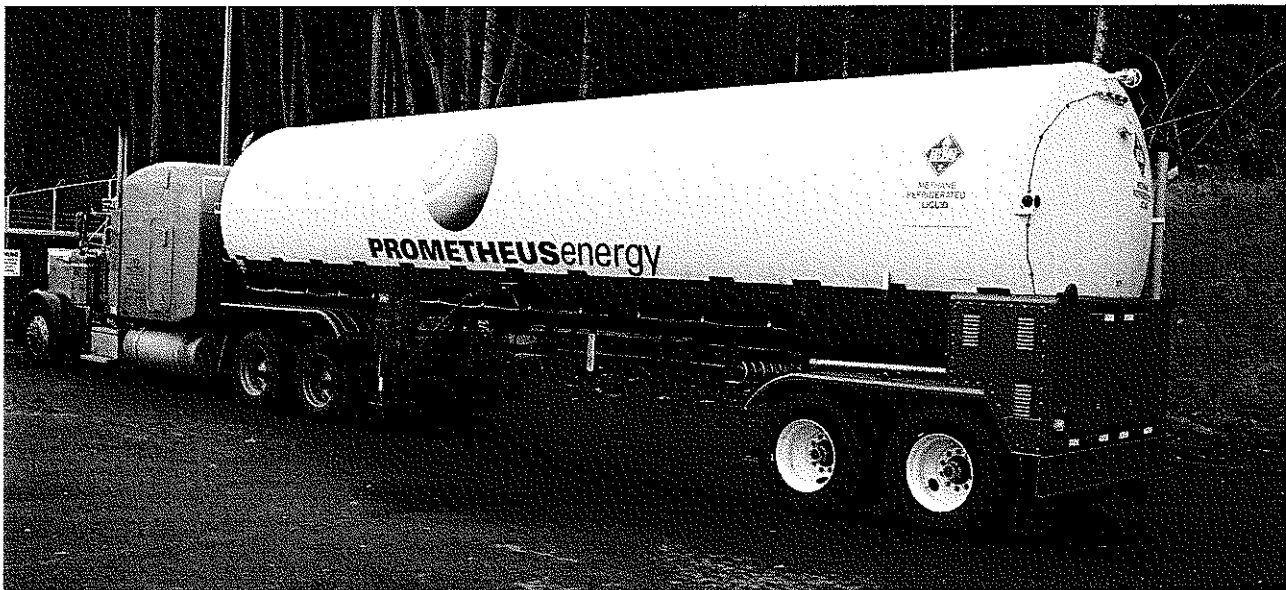
IXL Transportation
(503) 829-5065

Point of Contact – David Riener

Physical Address
1210 Toliver road
Molalla, OR 97038

Mailing Address
PO Box 210
Molalla, OR 97038

IXL Transportation is a common carrier who is subcontracted by Prometheus to provide trucking services. All drivers carry HAZMAT DOT certificates and have been provided LNG safety training.



Proof of Licenses

Washington State Business License



STATE OF
WASHINGTON

MASTER LICENSE SERVICE
PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400
REGISTRATIONS AND LICENSES

Unified Business ID #: 602 298 576
Business ID #: 1

Expires: 05-31-2007

PROMETHEUS ENERGY COMPANY
601 UNION ST STE 5450
SEATTLE WA 98101 2327

Domestic Profit Corporation
Renewed by Authority of Secretary of State

REGISTERED TRADE NAMES:
PROMETHEUS ENERGY COMPANY

The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Elizabeth A. Luce
Director, Department of Licensing

California Business License

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

CERTIFICATE OF REGISTRATION - USE TAX



ACCOUNT NUMBER

10/1/2006 SC OH 100-846356

PROMETHEUS ENERGY COMPANY
500-108TH AVE NE STE 2340
BELLEVUE, WA 98004

IS REGISTERED WITH THE STATE BOARD OF EQUALIZATION AND IS AUTHORIZED TO COLLECT STATE AND LOCAL USE TAXES REQUIRED TO BE COLLECTED UNDER PARTS 1 AND 1.5 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND TO FURNISH RECEIPTS THEREFOR. FURTHER, THE SAME AUTHORITY EXTENDS TO SELLERS, WITH RESPECT TO COLLECTION OF TRANSIT DISTRICT USE TAXES UNDER PART 1.5 OF THE CALIFORNIA REVENUE AND TAXATION CODE WHO ARE ENGAGED IN BUSINESS IN A TRANSIT DISTRICT IMPOSING TRANSIT DISTRICT USE TAXES OR WHO, IF NOT ENGAGED IN BUSINESS IN A TRANSIT DISTRICT, HAVE BEEN AUTHORIZED TO COLLECT TRANSIT DISTRICT USE TAXES.

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

EOB 12-11-06 (10-06-06)

A MESSAGE TO OUR NEW CERTIFICATE HOLDER

As a certificate holder, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free information Center at 800-400-7115

If you become a seller, you need to notify the Board of Equalization to secure a Seller's Permit. As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a certificate holder or a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this certificate at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION

Sales and Use Tax Department

Proof of Permits

DOT HAZMAT LNG Safety Permit

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2006-2007**

Registrant: PROMETHEUS ENERGY
Attn: DAVID RUDISILL
3311 S 120TH PLACE
SEATTLE, WA 98168

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107 Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 100506 550 0150 **Issued:** 10/05/2006 **Expires:** 06/30/2007

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration.

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U.S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available upon request to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-62 Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC, 20590, telephone (202) 366-4109.

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) Prometheus Energy Company 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;

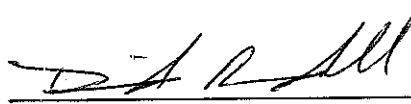
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public 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 bid 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.

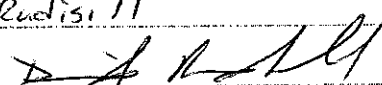
(Contractor) Prometheus, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.


Director of Fleet Business
Signature and Title of Authorized Official

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Bidder's Company Name Prometheus Energy Company
Legal Structure (corp /partner/proprietor) Corporation
Principle Office Address 500 108th Ave NE, Suite 2340
City, ST, Zip Bellevue, WA, 98004
Phone Number (206) 267-0800
Fax Number (425) 289-1858
E-Mail danderson@prometheus-energy.com
Federal Employer Identification Number 81-0627077
Title of Person Authorized to Sign Director of Fleet Business
Print Name of Person Authorized to Sign David Rudisill
Date Signed and Authorized Signature 7 Feb 07 

LOBBYING CERTIFICATION

(Only for Contracts above \$100,000)

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


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

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

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

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

Firm Name Prometheus Energy Company

Signature of Authorized Official 

Name and Title of Authorized Official David Radisill Director of Fleet Business

Date 7 FEB 97

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: 7 FEB 7
Signature: [Handwritten Signature]
Company Name: Prometheus Energy
Title: Director of Fleet Business

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF A THREE YEAR EXTENSION OF THE
MEMORANDUM OF UNDERSTANDING FOR THE HIGHWAY 17
CONSOLIDATED TRANSIT SERVICE**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the memorandum of understanding (MOU) for Highway 17 consolidated transit service to extend the MOU for an additional three years.

II. SUMMARY OF ISSUES

- On April 26, 2004 METRO established a memorandum of understanding for Highway 17 consolidated transit service with the CALTRANS, the Capitol Corridor Joint Powers Authority (CCJPA), and the Santa Clara Valley Transportation Authority (VTA).
- The MOU will expire on April 25, 2007.
- District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the MOU for Highway 17 consolidated transit service to extend the MOU for an additional three years.

III. DISCUSSION

On April 26, 2004, an MOU was entered into by METRO, Caltrans CCJPA and VTA for the purpose to consolidate the METRO/VTA Highway Express 17 Service with the Amtrak Thruway service with METRO actually operating this consolidated service. This consolidated service has been referred to as the METRO/VTA Highway 17 Express/Amtrak Thruway Service, which is considered by the parties to be a combination local commuter and intercity train connector service. The MOU fixed the terms and conditions thereby.

The MOU will expire on April 25, 2007. A three-year extension of the MOU has been discussed with all parties involved. District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the MOU for Highway 17 consolidated transit service to extend the MOU for an additional three years.

IV. FINANCIAL CONSIDERATIONS

Funding for the operation of the Highway 17 Express service are contained in the METRO operating budget.

20.1

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF A THREE YEAR EXTENSION OF THE CONTRACT FOR THRUWAY BUS SERVICES WITH NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract for thruway bus services with National Railroad Passenger Corporation (Amtrak) for an additional three years.

II. SUMMARY OF ISSUES

- On April 26, 2004 METRO entered into a contract with Amtrak for thruway bus services.
- The contract will expire on April 25, 2007.
- District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract for thruway bus services with Amtrak to extend the contract for an additional three years.

III. DISCUSSION

On April 26, 2004, METRO entered into a contract with Amtrak to provide thruway bus services. A separate memorandum of understanding (MOU) was also entered into by METRO, Caltrans CCJPA and VTA for the purpose of consolidating the METRO/VTA Highway Express 17 Service with the Amtrak Thruway service with METRO actually operating this consolidated service. This consolidated service has been referred to as the METRO/VTA Highway 17 Express/Amtrak Thruway Service, which is considered by the parties to be a combination local commuter and intercity train connector service. The MOU fixed the terms and conditions thereby.

The contract will expire on April 25, 2007. A three-year extension of the contract has been discussed with all parties involved. District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract for thruway bus service to extend the contract for an additional three years.

IV. FINANCIAL CONSIDERATIONS

METRO is compensated for services by Caltrans/CCJPA through Amtrak at an hourly service rate less collected revenues as described in the MOU.

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Dene Bustichi, Director
Mike Rotkin, Director
Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND
REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION
ASSOCIATION LEGISLATIVE CONFERENCE.**

I. RECOMMENDED ACTION

That the Board of Directors accept and file a report regarding the Legislative Conference of the American Public Transportation Association and the status of pending Federal Legislation that effects METRO.

II. SUMMARY OF ISSUES

- On December 15, 2006 the Board of Directors adopted a Legislative Agenda for 2007 for Federal Legislation that identified provisions that, if enacted into law, would benefit METRO.
- On March 10-14, 2007 the American Public Transportation Association (APTA) held the annual Legislative Conference in Washington DC.
- Board Directors Mike Rotkin, Dene Bustichi, and General Manager Leslie R. White participated in the APTA Legislative Conference and met with Members of Congress and Congressional Staff to discuss pending legislation that would affect METRO.
- The Transportation Authorization Bill, SAFETEA-LU that was enacted in 2005 contained the High Intensity Transit Tier (now renamed the Small Cities Transit Intensive Tier/STIC) provisions that now provide supplemental federal formula funds for METRO. Full funding of the SAFETEA-LU in the FY 2008 Transportation Appropriations Act will provide the level of STIC and Formula Funds that METRO anticipated receiving in the Operating and Capital Budgets.
- Members of Congress submitted requests for bus and bus related projects to be considered for appropriation "earmarks" on March 16, 2007.
- METRO is currently seeking "earmarked" federal funds in an amount of \$2 million for the implementation of a Smart Card Fare System in Santa Cruz and Monterey, \$840,000 for the purchase of 12 larger replacement ParaCruz vans, and \$2 million for Final Design and Engineering for the Pacific Station (SC Metro Center) Redevelopment Project.

III. DISCUSSION

Annually the Board of Directors adopts Legislative Agendas that reflect goals for the coming year for both federal and state legislation. For the calendar year 2007 the Board adopted the Federal Legislative Agenda on December 15, 2006. The Legislative Agenda adopted by the Board of Directors supported promoting the inclusion of an "earmark" of \$ 2 Million in federal discretionary funds for the implementation of a Smart Card Fare System in Santa Cruz and Monterey, \$840,000 for the purchase of 12 larger replacement ParaCruz vans, and \$2 million for Final Design and Engineering for the Pacific Station (SC Metro Center) Redevelopment project. The Smart Card Fare System will respond to some of the concerns that were raised in the UCSC Report regarding the equity of the current fare system. The ParaCruz replacement vans will provide greater capacity to provide rides for ADA eligible passengers due to the additional passenger locations contained in the larger vehicles that are planned to be purchased. The Pacific Station project combines a reconstruction of the transit and commercial facilities at SC Metro Center with the addition of parking and housing onto the site. METRO has previously received \$1.5 million in "earmarked" funds in FY 2005 and \$400,000 in "earmarked" funds in FY 2006 to be used to support the purchase of the Greyhound property that is necessary for the project and that is located adjacent to the current SC Metro Center. Due to the efforts of Congressman Sam Farr, as well as Congresswoman Anna Eshoo, and Senators Barbara Boxer and Dianne Feinstein, the Congress "earmarked" funds to support our request.

On March 10-14, 2006 the American Public Transportation Association (APTA) held its annual Legislative Conference in Washington DC. This Conference brings together Board and staff members from throughout the United States to meet with key individuals from Congress and the Administration. The Conference also offers the opportunity for individual transit system representatives to advocate for programs or projects that they would like the Congress and the Administration to consider. METRO Directors Mike Rotkin, Dene Bustichi, and General Manager Leslie R. White represented METRO at the 2007 APTA legislative Conference.

In addition to the meetings that were included in the Conference, meetings were held with staff members from the Federal Transit Administration and the House Transportation and Infrastructure Committee to express our appreciation for their support of the Small Transit Intensive Cities funding.

In order to provide information regarding the Smart Card Project, the ParaCruz Van Project, and the Pacific Station Redevelopment project meetings were held with staff members from the Senate Transportation Appropriations Committee.

Information regarding the Smart Card Project, and the ParaCruz Van Project was provided in meetings with staff members from Senator Feinstein's office and Senator Boxer's office, and with Congresswoman Anna Eshoo. Additionally, a discussion regarding the Pacific Station Redevelopment project was held with Congressman Sam Farr and his staff. The majority of the responses to the information that was presented were positive. The majority of the individuals in

the Congressional offices that were visited during the Conference committed to support the requested “earmarks” in their top priority requests.

The House and Senate Transportation Appropriations Bills are expected to receive legislative attention through the spring with the Appropriations Bills discussion possibly extending beyond the September 30, 2007 end of the federal fiscal year. Staff recommends that METRO continue to monitor the House and Senate Appropriations Bills and provide information to Members of Congress and their staff members, as needed, in order to be of assistance to them in the process.

IV. FINANCIAL CONSIDERATIONS

The “ earmarking” of the projects outlined during the APTA Legislative Conference and subsequent meetings could result in \$4.84million in federal funds during the next fiscal year.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 23, 2007

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF SENDING A LETTER SUPPORTING THE CITY OF SANTA CRUZ REQUEST TO THE SCCRTC TO PROGRAM \$500,000 IN THE STIP AUGMENTATION FOR THE HIGHWAY 1/9 INTERSECTION IMPROVEMENT PROJECT.

I. RECOMMENDED ACTION

That the Board of Directors authorize the Chair to send a letter to the SCCRTC supporting the City of Santa Cruz request to program \$500,000 in the STIP Augmentation for the Highway 1/9 Intersection Improvement Project.

II. SUMMARY OF ISSUES

- The Santa Cruz County Regional Transportation Commission (SCCRTC) is preparing a list of projects to be included in the STIP Augmentation using funds that will be available due to the passage of Proposition 1B.
- The City of Santa Cruz has submitted a request for \$500,000 to assist in the PS& E and ROW Phases of the Highway 1/9 Intersection Improvement Program.
- The City of Santa Cruz has used Redevelopment funds to support the PA/ED Phase of the Project.
- The Highway 1/9 Intersection Improvement Project will assist in facilitating traffic flow for METRO fixed route buses.
- Staff recommends that the Board of Directors authorize the Chair to send a letter to the SCCRTC supporting the City of Santa Cruz request to include \$500,000 in the STIP Augmentation.

III. DISCUSSION

The Santa Cruz County Regional Transportation Commission is preparing a list of projects to be included in the Augmentation of the State Transportation Improvement Program (STIP) made possible by funds that will be received from Proposition 1B. The City of Santa Cruz has been carrying out the activities necessary for the Project Approval/Environmental Document (PA/ED) Phase of the Highway 1/9 Intersection Improvement Project. The City of Santa Cruz has used Redevelopment funds to support this phase of the project development. The City is in the process of completing the PA/ED phase. The Highway 1/9 Intersection Improvement Project is both a regionally and locally significant project due to acute congestion and collisions.

The next step in the development of the Highway 1/9 Intersection Improvement Project is to commit funding to the PS&E (plans, specifications and estimate), right-of-way acquisition and construction for Highway 1/9. The City of Santa Cruz is proposing that the PS&E and right-of-way phases be funded at this time. A project allocation of \$500,000 from the SCCRTC STIP Augmentation is being requested with \$500,000 in local matching funds from Redevelopment and traffic impact fees.

The Highway 1/9 intersection is used by METRO on a daily basis for the deployment of fixed route bus service. The renovated and expanded MetroBase Operating facility depends upon this intersection. The City of Santa Cruz has requested that METRO support their request for \$500,000 to be included in the STIP Augmentation for the Highway 1/9 Intersection Improvement Project.

Staff recommends that the Board of Directors authorize the Chair to send a letter to the Chair of the SCCRTC supporting the request of the City of Santa Cruz for the inclusion of \$500,000 in the STIP Augmentation for the Highway 1/9 Intersection Improvement Project.

IV. FINANCIAL CONSIDERATIONS

The support of the request of the City of Santa Cruz for a STIP Augmentation Project will not have a financial impact on the METRO Operating or Capital Budgets.

V. ATTACHMENTS

None