

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

JULY 25, 2003 (Fourth Friday of Each Month)

\* CITY HALL COUNCIL CHAMBERS\*

\*809 CENTER STREET\*

SANTA CRUZ, CALIFORNIA

9:00 a.m. - Noon

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. Peter M. Cipolla, VTA RE: Highway 17 Service
  - b. **R. Paul Marcelin-Sampson** RE: **Input on Advisory Groups**
  - c. **Tony Madrigal, SEIU** RE: **Budget Accountability Act**

Note: A video on the Budget Accountability Act is available for perusal at the Administration office of METRO
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 13 AND JUNE 27, 2003  
Minutes: Attached
- 7-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**  
Report: Attached
- 7-3. ACCEPT AND FILE JUNE 2003 RIDERSHIP REPORT  
Report: Attached  
**1<sup>st</sup> PAGE OF THE RIDERSHIP REPORT IS INCLUDED IN THE ADD-ON PACKET**

\* Please note: Location of Meeting Place

- 7-4. CONSIDERATION OF TORT CLAIMS: **Deny the claim of: Anita Herzog, Claim #03-0022**  
Claims: **CLAIM IS INCLUDED IN THE ADD-ON PACKET**
- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JULY 17, 2003 AND THE MINUTES OF THE JUNE 19, 2003 MEETING  
Agenda/Minutes: Attached
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF (**NO MUG MEETING IN JULY**) AND THE MINUTES OF THE JUNE 18, 2003 MEETING  
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2003;  
APPROVAL OF BUDGET TRANSFERS  
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR APRIL 2003  
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2003  
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE  
Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached
- 7-12. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE  
Staff Report: Attached
- 7-13. A. CONSIDERATION OF GRANTING A BUILDING RESTRICTED RIGHT-OF-WAY TO PG&E TO ACCESS A TRANSFORMER TO BE LOCATED AT VIA DEL MAR, THE TRANSIT-ORIENTED COMMUNITY LOCATED ADJACENT TO THE WATSONVILLE TRANSIT CENTER
- B. CONSIDERATION OF GRANTING A LICENSE TO ALLOW VIA DEL MAR JOINT USE OF THE WATSONVILLE TRANSIT CENTER'S TRASH ENCLOSURE ON GARBAGE DAYS AND ALLOW THE RECYCLING COLLECTION TRUCKS ACCESS TO VIA DEL MAR'S RECYCLING RECEPTACLES VIA THE WATSONVILLE TRANSIT CENTER PROPERTY  
Staff Report: Attached

- 7-14. CONSIDERATION OF AMENDING THE CONTRACT WITH PAIGE'S SECURITY SERVICES INC.  
Staff Report: Attached
- 7-15. CONSIDERATION OF RESPONSE TO GRAND JURY 2002/2003 FINDINGS AS THEY RELATE TO SANTA CRUZ METRO  
**(Moved to Consent Agenda at the July 11, 2003 Board Meeting. Staff report retained original numbering as Item #10)**
- 7-16. CONSIDERATION OF SERVICE ADJUSTMENTS FOR FALL 2003  
**(Moved to Consent Agenda at the July 11, 2003 Board Meeting. Staff report retained original numbering as Item #12)**
- 7-17. **CONSIDERATION OF CALL STOP AUDIT REPORT**  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**
- 7-18. **ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION**  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**

#### REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chairperson Reilly  
Staff Report: Attached
9. CONSIDERATION OF ANNUAL REVIEW OF PARACRUZ PROGRAM:
- A. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION
- B. CONSIDERATION OF METRO PARACRUZ ONE-YEAR OPERATIONAL REVIEW AND COSTS ASSOCIATED WITH THE POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES  
Presented by: Bryant Baehr, Operations Manager  
Staff Report: Attached  
**SUPPLEMENTAL REPORTS ARE INCLUDED IN THE ADD-ON PACKET**
10. **MOVED TO CONSENT AGENDA AS ITEM #7-15**
11. **DELETED**

12. **MOVED TO CONSENT AGENDA AS ITEM #7-16**
13. **DELETED**
14. **CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE METROBASE PROJECT**  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**  
**Note: Exhibits and Addendums to the contract are available at METRO's Administration Office for review by the public**

### **ADJOURN**

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Dale Carr at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** General Manager

**SUBJECT: ADDITIONAL MATERIAL TO THE JULY 25, 2003 BOARD MEETING AGENDA**

## SECTION I:

### CONSENT AGENDA:

- ADD TO ITEM #2** ORAL AND WRITTEN COMMUNICATION
- b. R. Paul Marcelin-Sampson RE: Input on Advisory Groups
  - c. Tony Madrigal, SEIU RE: Budget Accountability Act
- ADD TO ITEM #7-3** ACCEPT AND FILE JUNE 2003 RIDERSHIP REPORT  
**(Insert Page 1 of Ridership Report)**
- ADD TO ITEM #7-4** CONSIDERATION OF TORT CLAIMS: Deny the claim of: Anita Herzog,  
Claim #03-0022  
**(Add Claim)**
- ADD TO ITEM #7-17** CONSIDERATION OF CALL STOP AUDIT REPORT  
**(Add Staff Report)**
- ADD TO ITEM #7-18** ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED  
SESSION  
**(Add Staff Report)**

### REGULAR AGENDA:

- ADD TO ITEM #9A** CONSIDERATION OF ANNUAL REVIEW OF PARACRUZ PROGRAM:
- A. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ  
RECERTIFICATION  
**(Add Supplemental Staff Report)**
  - B. CONSIDERATION OF METRO PARACRUZ ONE-YEAR  
OPERATIONAL REVIEW AN COSTS ASSOCIATED WITH THE  
POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES  
**(Add Supplemental Staff Report)**
- ADD TO ITEM #14** CONSIDERATION AND APPROVAL OF CONTACT WITH RNL  
INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL &  
ENGINEERING SERVICES FOR THE METROBASE PROJECT  
**(Will be delivered under separate cover)**



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

JULY 11, 2003 (Second Friday of Each Month)

\*SCMTD ENCINAL CONFERENCE ROOM

\*370 ENCINAL STREET, SUITE 100\*

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 11:00 a.m.

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. Peter M. Cipolla, VTA RE: Highway 17 Service
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 13 AND JUNE 27, 2003  
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS  
Report: Attached
- 7-3. ACCEPT AND FILE JUNE 2003 RIDERSHIP REPORT  
Report: Attached  
**1<sup>st</sup> PAGE OF THE RIDERSHIP REPORT WILL BE PRESENTED FOR CONSIDERATION AT THE JULY 25, 2003 BOARD MEETING**
- 7-4. CONSIDERATION OF TORT CLAIMS: None  
Claims: None

\* Please note: Location of Meeting Place

- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JULY 17, 2003 AND THE MINUTES OF THE JUNE 19, 2003 MEETING  
Agenda/Minutes: Attached
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF **(NO MUG MEETING IN JULY)** AND THE MINUTES OF THE JUNE 18, 2003 MEETING  
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2003;  
APPROVAL OF BUDGET TRANSFERS  
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR APRIL 2003  
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2003  
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE  
UPDATE  
Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached
- 7-12. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA  
CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE  
Staff Report: Attached
- 7-13. A. CONSIDERATION OF GRANTING A BUILDING RESTRICTED RIGHT-OF-WAY  
TO PG&E TO ACCESS A TRANSFORMER TO BE LOCATED AT VIA DEL MAR,  
THE TRANSIT-ORIENTED COMMUNITY LOCATED ADJACENT TO THE  
WATSONVILLE TRANSIT CENTER
- B. CONSIDERATION OF GRANTING A LICENSE TO ALLOW VIA DEL MAR  
JOINT USE OF THE WATSONVILLE TRANSIT CENTER'S TRASH ENCLOSURE  
ON GARBAGE DAYS AND ALLOW THE RECYCLING COLLECTION TRUCKS  
ACCESS TO VIA DEL MAR'S RECYCLING RECEPTACLES VIA THE  
WATSONVILLE TRANSIT CENTER PROPERTY  
Staff Report: Attached
- 7-14. CONSIDERATION OF AMENDING THE CONTRACT WITH PAIGE'S SECURITY  
SERVICES INC.  
Staff Report: Attached

## REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chairperson Reilly  
Staff Report: Attached  
**THIS PRESENTATION WILL TAKE PLACE AT THE JULY 25, 2003 BOARD MEETING**
9. CONSIDERATION OF ANNUAL REVIEW OF PARACRUZ PROGRAM:
  - A. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION
  - B. CONSIDERATION OF METRO PARACRUZ ONE-YEAR OPERATIONAL REVIEW AND COSTS ASSOCIATED WITH THE POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES  
Presented by: Bryant Baehr, Operations Manager  
Staff Report: Attached
10. CONSIDERATION OF RESPONSE TO GRAND JURY 2002/2003 FINDINGS AS THEY RELATE TO SANTA CRUZ METRO  
Presented by: Margaret Gallagher, District Counsel  
Staff Report: Attached
11. CONSIDERATION OF RANKING FOR AWARD OF CONTRACT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE FINAL DESIGN AND ENGINEERING OF THE METROBASE PROJECT  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: Attached  
**ACTION IS REQUIRED AT THE JULY 11, 2003 BOARD MEETING**
12. CONSIDERATION OF SERVICE ADJUSTMENTS FOR FALL 2003  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: Attached
13. CONSIDERATION OF PROPOSAL FROM CABRILLO COLLEGE FOR BUS SERVICES  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: Attached  
**ACTION IS REQUIRED AT THE JULY 11, 2003 BOARD MEETING**
14. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

15. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

**SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Initiation of litigation pursuant to subdivision (c) of Section 54956.9)
  - a. No. of potential cases: One

**SECTION III: RECONVENE TO OPEN SESSION**

16. REPORT OF CLOSED SESSION

**ADJOURN**

**NOTICE TO PUBLIC**

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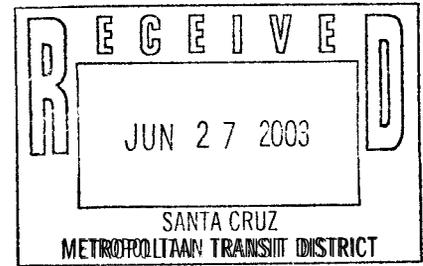
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June 18, 2003

Les White, General Manager  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060



Dear Mr. White: *hes*

As you are fully aware, these are trying times for public transit authorities. Faced with unprecedented revenue shortfalls, our Boards of Directors have had to make very difficult decisions.

As part of addressing VTA's FY 2004 budget, on June 5 the VTA Board adopted its second fare increase in two years. Among other changes, this action increased VTA Express Service fares to \$3.00 single ride, \$9.00 day pass, and \$90.00 monthly pass. Effective date for these changes is August 1, 2003.

The adopted increase to the Express Monthly Pass places the VTA fare well above the Highway 17 Monthly Pass fare. As a result, I must inform you that while we remain committed to the Highway 17 service, VTA will no longer be able to honor the Highway 17 Monthly Pass for full fare on VTA Express bus services.

VTA will continue to honor the Highway 17 Monthly pass for full fare on VTA Light Rail and Local and Limited Stop bus service. The Highway 17 Monthly Pass will also be honored as local fare credit on VTA Express bus service.

By providing a local fare credit for the Highway 17 Monthly Pass, VTA will be aligning this credit with agreements we have with other adjoining operators including BART, AC Transit, SanTrans, Caltrain, and the Dumbarton Bridge service. All of these other arrangements provide base fare credit on VTA service, but do not cover our Express surcharge.

In order to meet a printing deadline, VTA has already modified language on the back of the Highway 17 Monthly Pass to reflect the revised acceptance policy for VTA Express bus services effective August 1. I will appreciate your taking whatever further steps are necessary to implement this change.

Sincerely,  
*Peter M. Cipolla*

Peter M. Cipolla  
General Manager

Cc: SCMTD Board of Directors

3331 North First Street . San Jose, CA 95134-1906 . Administration 408.321.5555 . Customer Service 408.321.2300

X-Originating-IP: [ 165.247.203.229]  
X-Originating-Email: [metroriders@hotmail.com]  
From: "The Metro Riders Union" <metroriders@hotmail.com>  
To: input@scmttd.com  
Cc: lwhite@scmttd.com, mdorfman@scmttd.com, hboerner@santa-cruz.com,  
dcarr@scmttd.com  
Subject: Metro Rider Input  
Date: Mon, 07 Jul 2003 22:42:09 -0700  
X-OriginalArrivalTime: 08 Jul 2003 05:42:09.0612 (UTC) FILETIME=[AC6E70C0:01C34513]

To the Santa Cruz Metropolitan Transit District:

[We apologize if you have received multiple copies of this message; we are experiencing problems with our Microsoft Hotmail account. There was no indication that our first 2 messages were indeed sent.]

La Union de los Pasajeros de Metro / The Metro Riders Union wishes you every success with your rider input campaign. One of our members read in this morning's paper that you were launching the campaign today (2003 July 07), and we alerted the others, but none of us has seen any posters, flyers, or other information materials on buses or at bus stops.

We remind you that our newsletter is one source (among many) of rider opinions. It is written in consultation with ordinary bus riders and community members. It is unfortunate that one of your board members was seen, at a recent board meeting, crumpling up the first edition and depositing it in his coffee cup. Another board member is on record as saying that she doesn't bother to read my letters to the board.

The Riders Union Newsletter includes a postage-paid card, a telephone number, an electronic mail address, and a link to an online-discussion forum. We fund these communication channels at no cost to you, and all the channels are available to English- and Spanish-speakers alike. The only problem? We have not received your reply to our five-week-old written request (dated 2003 June 02) for permission to have our members hand out the newsletter. As the fare increase and the service cut slip into the past and become part of a bus rider's normal reality, valuable opportunities for gathering input are slipping away. We, at least, don't want to lose these opportunities.

Assuming that you are planning to publicize your rider input campaign, you will discover just how difficult it is to get meaningful comments and suggestions from a representative cross-section of your ridership. Riders Union members -- acting first as individuals and now as a group -- have been trying to accomplish this for the past year. We believe that our organization, with its bilingual orientation, empirical focus, and wide variety of communication channels, is a breakthrough. We hope you share our enthusiasm.

Yours truly,

Mr R. Paul Marcelin-Sampson for  
La Union de los Pasajeros de Metro /  
The Metro Riders Union

137 Chestnut Street Apartment 112  
Santa Cruz California 95060

metroriders@hotmail.com

Printed for Dale Carr <dcarr@scmttd.com>

7/8/2003

+1 831 421 9031

P.S.: Dale, this is also for distribution to the Board of Directors. Thanks!

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# **SEIU Local 415**

Service Employees International Union, AFL-CIO, CLC

**Main Office and Mailing Address**

5 17 Mission Street, Santa Cruz, CA 95060 83 1-459-041 5 Fax: 83 1-459-0756

11 -H Alexander Street, Watsonville, CA 95076 83 1-724-94 15 Fax: 831-724-9095

Tuesday, July 15, 2003

Emily Reilly, Chair  
Board of Directors  
Santa Cruz Metropolitan Transit District  
370 Encinal, Suite 100  
Santa Cruz, CA 95060

JUL 16

Dear Chairperson Reilly,

On behalf of SEIU Local 415, a member of the Californians for Budget Accountability coalition, I am writing to request that you place the Budget Accountability Act (BAA) on your next Board of Directors meeting agenda and have included an informational packet. Included in the packet is a VHS video on the Budget Accountability Act, a Ballot Title and Summary, a Questions and Answers sheet, an endorsement list of the BAA, an endorsement form, a Sample Resolution to Endorse the BAA, some Talking Points, and several articles discussing the BAA.

The main points of the Budget Accountability Act are as follows:

- **Hold Legislators accountable to pass a budget on time:** The Governor and members of the Legislature will permanently forfeit their salary, per diem expense allowance, for each day the State Budget is late.
- **Reform the budget process.** The vote required for State Senate and Assembly to adopt the State budget and related tax legislation is reduced from 2/3rds to 55%.
- **End political gridlock:** The Budget Accountability Act allows legislators to vote their conscience. They should be accountable to their constituents for their votes on the budget, not their party leadership.
- **Force the Legislature to make the budget its top priority:** If the State Budget is not passed by the Constitutional deadline, the Legislature is required to remain in session and is prohibited from acting on other legislation until the budget is adopted.
- **Give voters the facts about the budget:** The official voter pamphlet sent to voters each statewide election will be required to contain a summary explaining how the state spends the funds it receives.
- **Encourage fiscal responsibility:** The Budget Accountability Act requires the Legislature to set aside a "rainy day" fund of at least 5% in good times to have a cushion so that extreme budget cuts and tax increases will be less likely in a weak economy.

We are asking local governments to support a balanced approach to the State Budget Crisis by endorsing the Budget Accountability Act. As part of our efforts to gain broad community support, we will also be submitting this resolution to the Santa Cruz County Board of Supervisors, Watsonville and Santa Cruz City Councils and the Cabrillo College Governing Board for endorsement. We are available to have someone present to speak to this resolution if needed.

If you have any questions, please feel free to contact me at (831) 459-0415 ext. 208. Thank you for your time and consideration.

For the Union,

A handwritten signature in black ink that reads "Tony Madrigal". The signature is written in a cursive, flowing style.

Tony Madrigal  
Political Director

cc: Cliff Leo Tillman, Jr., Executive Director

encl: Budget Accountability Act Version One (video)  
*Californians for Budget Accountability* (informational packet)

CALIFORNIANS *for*  
**Budget Accountability**

*A Permanent Solution for California's Budget Crisis*

The Budget Accountability Act will hold the Governor and Legislature more accountable to taxpayers in order to produce more responsible and timely State budgets. Here's how:

**Hold Legislators accountable to pass a budget on time.**

If the State Budget is not passed by the Constitutional deadline, the Governor and members of the Legislature will permanently forfeit their salary, per diem expense allowance, and car allowance for each day until the budget is adopted and signed into law.

Currently the Governor and the Legislature have almost six months to adopt a budget. The Legislature has not met the June 15 constitutional deadline since 1986. The Budget Accountability Act will hold our elected representatives accountable. If they are not doing their job then they shouldn't get paid.

**Reform the budget process.**

The vote required for the State Senate and Assembly to adopt the State budget and related tax legislation is reduced from 2/3rds to 55%. Currently, Rhode Island and Arkansas are the only other states to require a vote of two-thirds or more to pass a budget. The 55% vote required by the Budget Accountability Act still requires broad consensus to pass the budget, but it will end the gridlock caused by our current system.

**End political gridlock.**

The Budget Accountability Act also provides the Legislative Ethics Committees of the Assembly and State Senate authority to censure party leaders, members of party caucuses, or individual legislators who punish or threaten to punish any legislator for casting a particular legislative vote.

In the current political atmosphere, legislators are threatened and punished if they do not follow the party line. The Budget Accountability Act allows legislators to vote their conscience. They should be accountable to their constituents for their votes on the budget, not their party leadership.

## **Force the Legislature to make the budget its top priority.**

If the State Budget is not passed by the Constitutional deadline, the Legislature is required to remain in session and is prohibited from acting on other legislation until the budget is adopted. An exception is made for legislation in response to an emergency declared by the Governor.

Passing a responsible budget on time is the Legislature's most important job, but right now legislators can work on other bills or even go on vacation while California's budget remains in limbo.

## **Give voters the facts about the budget.**

The official voter pamphlet sent to voters each statewide election will be required to contain a summary explaining how the state spends the funds it receives and a website address where voters can go to find out how their legislators voted on the budget.

To hold politicians accountable, voters should know how their money is being spent and who is spending it.

## **Encourage fiscal responsibility.**

The state is required to create a "rainy day" fund of 5% in years when revenues exceed the amount needed to fund existing service levels. Expenditures from the reserve could be made only when there is an economic downturn and revenues fall below existing program levels or for expenses related to a disaster declared by the Governor.

The current constitutional requirement establishes a "reasonable and necessary" prudent reserve, but no amount is specified. The Budget Accountability Act requires the Legislature to set aside a "rainy day" fund of at least 5% in good times to have a cushion so that extreme budget cuts and tax increases will be less likely in a weak economy.

To learn more about the Budget Accountability Act, please visit:  
[www.budgetaccountabilitynow.org](http://www.budgetaccountabilitynow.org).

CALIFORNIANS *for*  
**Budget Accountability**

**Language of the Initiative**

**Ballot Title and Summary**

Date: June 20, 2003  
File: SA2003RF0018

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

STATE BUDGET, RELATED TAXES, AND RESERVE. VOTING REQUIREMENTS.

PENALTIES. INITIATIVE CONSTITUTIONAL AMENDMENT AND STATUTE. Permits Legislature to enact budget and budget-related tax and appropriation bills with 55% vote rather than 2/3 vote currently required. Requires that Legislature, Governor permanently lose salary, expenses for each day budget is late. Requires that Legislature stay in session until budget is passed. Requires budget summary in state ballot pamphlet and link to Internet website with legislators' voting records on budget and related taxes. Requires 25% of certain state revenue increases be deposited in reserve fund, which cannot be used to increase spending. Summary of estimate by Legislative Analyst of fiscal impact on state and local governments: Varying state fiscal impacts from lowering the legislative vote requirement for spending and tax increases related to the budget – including potentially significant increases in state tax revenues and spending in some years. Fiscal impacts would depend on the composition and actions of future Legislatures.

Section 1: Title

This measure shall be known and may be cited as the "Budget Accountability Act."

Section 2: Findings and Declaration of Purpose

The People of the State of California find and declare that:

The Budget Accountability Act is designed to end the budget delays that have created a **fiscal crisis in our state**. ~~The purpose of this measure is to enact a comprehensive reform of the State budget process designed to hold the Governor and Legislature more accountable to the People of California by producing more responsible and timely state budgets.~~

a) After the Governor introduces the budget, the State Legislature and Governor have almost six months to complete the budget on time. However, the State Legislature has not passed a budget on time since 1986.

b) The State Legislature and the Governor face no consequences when they fail to meet the budget deadline imposed by the State Constitution. They can continue to collect their salary and expense **allowances**. They are not required to continue to work on the budget. In fact, they can even go on vacation.

c) In order to **hold** elected officials accountable, **voters** are **entitled** to 'know how **their** tax dollars are spent each year and how their state representatives vote on the budget and taxes. Currently voters do not have easy access to this information.

d) The two-thirds vote requirement to pass a state budget and related taxes has contributed to persistent late budgets and large deficits. Political party leaders refuse to compromise to solve the state's budget problem and have used the two-thirds vote requirement to hold up the budget.

e) California, Rhode Island, and Arkansas are the only states in the country that require a vote of two-thirds or more of the legislature to pass a budget.

f) After researching California's two-thirds vote requirement, the non-partisan California Citizens Budget Commission concluded that "the current super-majority requirement fails to achieve its oft-stated goal of keeping budgetary spending in check, while at the same time it promotes gridlock, pork barrel legislation and lack of accountability."

g) When the economy weakens, **the** State budget goes into deficit. These deficits are increased by the gridlock caused by the two-thirds vote requirement. These deficits increase year after year until they equal many billions of dollars. Faced with these huge deficits, the Governor and Legislature make massive cuts to education, health care, and transportation **and** raise billions of dollars in taxes. These deep cuts and large tax increases would not have been necessary if responsible budget solutions had been possible instead of year after year of gridlock.

h) Party leaders threaten to punish state legislators if they refuse to vote the party line on the budget. **Members of the Legislature** should be accountable to **their constituents**, not to party leaders. Our elected representatives must be **free** to vote their consciences.

i) California has faced large budget deficits and surpluses over the past ten years. Elected officials from both major parties have increased spending and cut taxes in good economic times, leaving the State with inadequate reserves when the economy turns bad. Saving money in a rainy day **fund** in good times provides a prudent reserve during economic downturns and states of emergency, which is essential for responsible budget management.

### Section 3. Purpose and Intent

1. In order to make elected officials more responsible for the consequences of their actions, to keep voters more informed of the budget decisions being made by their legislators, to limit partisan extremism and end gridlock in the budget process, and to require a rainy day reserve fund to balance the budget in hard times and protect California taxpayers, the People of the State of California do hereby enact the Budget Accountability Act. This measure is intended to accomplish its purpose by amending the California Constitution and the statutes of California to:

a) Prohibit the Legislature and Governor **from** collecting their salary and expenses for every day they miss the budget deadline set by the Constitution and to force the Legislature to stay in session and consider the budget until it is passed.

b) Help voters hold their state representatives more accountable by providing voters with a two-page summary of how the State is spending the funds it receives. The summary will be published in the state ballot pamphlet mailed to voters before every statewide election. The summary will include a **website** address where voters can find the voting record of their representatives on all budget and related legislation, including tax bills, that are subject to the 55 percent vote requirement.

c) Change the votes necessary to pass the budget and related tax and other legislation **from** two-thirds to 55 percent to improve accountability to voters, reduce budget gridlock, and encourage legislators to work together to solve California's budget problems regardless of their party **affiliation**.

d) Allow legislators to vote their consciences on the budget instead of being pressured into voting the party line. A legislator who is threatened by another legislator because of a vote on the budget will be able to file a complaint with the Ethics Committees of the Senate or Assembly, which will investigate the complaint and make public its report and recommendation for appropriate action to the **full** Senate or the Assembly.

e) Ensure funds are set aside in a rainy day reserve **fund** in good economic times when revenues exceed what is needed for existing programs so that when revenues fall short in times of economic downturn the reserve fund can be used to reduce the need for drastic cuts in programs and increases in taxes. **The** reserve fund could also be used for a state of emergency declared by the Governor. The reserve fund may only be used for these purposes and may not be used to increase spending.

2. The Budget Accountability Act will not change Proposition 13's property tax limitations in any way. The Budget Accountability Act changes the legislative vote requirement for taxes to 55 percent only for the purpose of increasing taxes as part of the process of adopting the budget.

Section 4: Article IV, section 12 of the California Constitution is hereby amended to read as follows:

Sec. 12. (a) Within the first 10 days of each calendar year, the Governor shall submit to the Legislature, with an explanatory message, a budget for the ensuing fiscal year containing itemized statements for recommended state expenditures and estimated state revenues. If recommended expenditures exceed estimated revenues, the Governor shall recommend the sources from which the additional revenues should be provided.

(b) The Governor and the Governor-elect may require a state agency, officer or employee to furnish whatever information is deemed necessary to prepare the budget.

(c) The budget shall be accompanied by a budget bill itemizing recommended expenditures. The bill shall be introduced immediately in each house by the persons chairing the committees that consider appropriations. The Legislature shall pass the budget bill by midnight on June 15 of each year. Until the budget bill has been enacted, the Legislature shall not send to the Governor for consideration any bill appropriating funds for expenditure during the fiscal year for which the budget bill is to be enacted, except emergency bills recommended by the Governor. ~~or appropriations for the salaries and expenses of the Legislature.~~

(d) *If the budget bill has not been passed and sent to the Governor by June 15, the Legislature shall remain in session and may not consider or pass any other bills until the budget and bills related to the budget are adopted, except for emergency bills recommended by the Governor. Neither the Governor nor any member of the Legislature shall be entitled to any salary, per diem, or other expense allowance for any day after the June 15 deadline until a budget bill has been passed and sent to the Governor. No forfeited salary, per diem, or expense allowance shall be paid retroactively. In the event the Governor vetoes the budget bill, the prohibitions of this subdivision shall remain in effect until a budget is passed and signed by the Governor.*

(d) (e) No bill except the budget bill may contain more than one item of appropriation, and that for one certain, expressed purpose. Appropriations from the General Fund of the State, except appropriations in the budget bill and in other bills related to the budget bill and appropriations for the public schools, are void unless passed in each house by rollcall vote entered in the journal, two thirds of the membership concurring.

(f)(1) *Notwithstanding Section 3 of Article XIII A or any other provision of law or of this Constitution, the budget bill and tax and other bills related to the budget bill may be passed in each house by rollcall vote entered in the journal, fifty-five percent of the membership concurring, to take effect immediately upon being signed by the Governor or upon a date specified in the legislation. Nothing in this subdivision shall affect the vote requirement for appropriations for the public schools contained in subdivision (e) of this Section and in subdivision (b) of Section 8 of this Article.*

(2) *Tar and other bills related to the budget bill shall consist only of bills identified as related to the budget in the budget bill-passed by the Legislature.*

(3) *Tax bills related to the budget bill shall include bills increasing taxes, whether by increased rates or changes in **methods** of computation, identified in the budget bill as related to the budget, except that no new **ad valorem** taxes on real property, or sales or transaction taxes on the sales of **real property** may be imposed.*

(g) *No officer, committee, or member of either house of the Legislature shall ~~punish or threaten to punish any other member for his or her vote on the budget bill or tax and other bills related to the budget.~~ Any member **may file** a complaint regarding violations of this section with the appropriate ethics committee of the house in which the alleged violation occurred. **The** ethics committee shall investigate the complaint and make recommendations to **the full** house regarding appropriate action, including censure, to be taken on the complaint. The ethics committee's findings shall be made public.*

(h) *For any fiscal year for which General Fund revenues exceed the amount needed to fund current General Fund service levels, the **Legislature** shall deposit at least 2.5 percent of the **excess** revenues into the Prudent Stare Reserve Fund established pursuant to Section 5.5 of Article **XIII**B, **unless** the Reserve Fund equals 5 percent or more of General Fund expenditures for the fiscal year immediately preceding **that** fiscal year. **Appropriations from the fund** may be made **only** in years in which revenues are not **sufficient** to fund current General Fund service levels or in response to a state of **emergency** declared by the Governor. **Appropriations from the fund may only be used for these purposes** and may not be used to increase expenditures. **Notwithstanding** Section 5 of Article **XIII**B, contributions to the **fund** shall not constitute appropriations subject to limitation until they are appropriated for **expenditure from** the fund.*

(i) *The **Legislature** may **control** the submission, approval, and enforcement of budgets and the filing of claims for all state agencies.*

Section 5: Section 9082.8 is hereby added to the Elections Code to read as follows:

9082.8 *The State Controller, in consultation with the Department of Finance and the Legislative Analyst's **Office**, shall prepare a budget **summary** explaining how state funds are spent, not to exceed two printed pages, which shall be published in the state ballot pamphlet sent to voters in every statewide election. The budget summary shall include directions to a state **website**, prepared and maintained by the Joint Rules Committee of the Legislature, that includes voting records of legislators on the budget and tax and other bills related to the budget.*

Section 6: Section 95 18 is hereby added to the Government Code to read as follows:

9518. *For the purposes of Article **IV**, section 12, subdivision **(h)** of the California Constitution, "current **General** Fund service levels" shall mean levels of service as of June 30 of the **prior** fiscal year necessary to meet the constitutional, statutory, and contractual obligations of the state adjusted for population and cost of living as provided in Article **XIII**B, Section 8 of the Constitution **as** of the **effective** date of this **measure**.*

*Section 7: Severability*

If any of the provisions of this measure or the applicability of any provision of this measure to any person or circumstances shall be found to be unconstitutional or otherwise invalid, such finding shall not **affect** the remaining provision or applications of this measure to other persons or circumstances, and to **that extent** the **provisions** of this measure are deemed to be severable.

*Section 8: Amendment*

By **rollcall** vote entered in the journal of each house, **fifty-five** percent of the membership concurring, the Legislature may amend Section 9082.8 of the Elections Code and Section 95 18 of the Government Code to further the purposes of this Act.

*Section 9: Conflicting Initiatives*

In the event that this measure and another measure or measures relating to the legislative votes required to pass the state budget, increase taxes, or enact or increase fees shall appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of **affirmative** votes, **the** provisions of this measure **shall** prevail in their entirety, and the other measure shall be null and void.

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## **Budget Accountability Act Questions & Answers**

**Q: What is the Budget Accountability Act?**

A: The Budget Accountability Act is a comprehensive budget reform initiative that gives legislators the tools they need to end budget gridlock and allows voters to hold their legislators accountable.

**Q: What will the Budget Accountability Act do?**

- Require the legislature to stay in session until the budget is done.
- Hold legislators and the Governor accountable by withholding their pay if they fail to meet the constitutional deadline for passing the budget.
- Require a 55% vote to adopt the budget and any related tax legislation.
- Create a “rainy day” reserve fund to protect services in bad times.
- Include a summary of budget expenditures in the voter’s pamphlet.

**Q: How will the Budget Accountability Act get legislators to finish the budget on time?**

A: If the state budget is not passed by the June 15, constitutional deadline, the Governor and members of the Legislature will permanently forfeit their salary, per diem expense allowance and other payments for each day until the budget is adopted and signed into law.

In addition, the Legislature is required to remain in session and is prohibited from acting on other legislation until the budget is adopted. An exception is made for legislation in response to an emergency declared by the Governor.

**Q: How will the Budget Accountability Act encourage fiscal responsibility?**

A: The Budget Accountability Act creates a reserve or “rainy day” fund of up to 5% of the general fund by setting aside a portion of surplus revenues in good times. The state could only dip into the fund when there is an economic downturn or for expenses related to a disaster declared by the Governor.

**Q: How will the Budget Accountability Act help voters hold politicians accountable?**

A: The Budget Accountability Act would require the Official Voter Information Guide that is prepared by the Secretary of State and sent to voters each election to contain a two-page summary explaining how the state spends the funds it receives. The summary is required to include a website address where voters can see how their legislators voted on the budget and related legislation.

**Q: How will the Budget Accountability Act reduce partisanship in Sacramento?**

A: The act gives the Legislative Ethics Committees of the Assembly and Senate authority to censure party leaders, members of party caucuses, or individual legislators who punish or threaten to punish any legislator for casting a particular legislative vote. Legislators have been punished for not towing the party line. This provision will give legislators the freedom to make up their own minds on the state budget.

**Q: How will the Budget Accountability Act end California’s budget crisis year after year?**

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A: Currently, California is one of only three states to require a two-thirds majority vote on the budget (Arkansas and Rhode Island are the other states). The two-thirds requirement creates gridlock because it's so difficult to get *that* many legislators to agree. The Budget Accountability Act would require a 55% vote of the California Senate and Assembly to adopt the state budget and related tax legislation. This maintains the requirement of a broad consensus on the budget but stops small groups of Legislators from holding all Californians hostage each budget cycle.

**Q: How will the Budget Accountability Act protect jobs and services?**

A: The Budget Accountability Act is a major step toward leveling the playing field for working families. It allows us to hold politicians accountable -- both Republicans *and* Democrats -- to deliver a budget on time that provides adequate funding for critical services.

**Q: Who has endorsed the Budget Accountability Act?**

A: The Budget Accountability Act is supported by a wide range of individuals and organizations including the League of Women Voters, Health Access and the California Teachers Association. More groups are joining in support every day.

**Q: Isn't this an attack on Proposition 13?**

A: The Budget Accountability Act *does not* affect the Prop. 13 limits on property tax increases. It simply gives legislators the tools to do their jobs and allows voters to hold them accountable.

**Q: Isn't this just a power play by Democrats so that they don't have to get bi-partisan support for the budget and taxes?**

A: The Budget Accountability Act holds *all* legislators accountable (regardless of their party affiliation) for doing their jobs. No budget will be passed without a broad consensus as it requires a 55% vote to pass the budget and tax related legislation.

**Q: What will the lower threshold mean for our state if Republicans become the majority?**

A: That's the democratic process. If voters decide to put a majority of Republicans in charge, they will still need to get 55% of *all* legislators in the state Assembly and the Senate to pass the budget and related tax legislation and they will have to report to the voters on their decisions.

**Q: How is a surplus defined that requires monies to be deposited into a rainy day fund?**

A: The Budget Accountability Act requires the Legislature to set aside a "rainy day" fund in good times to protect services in a weak economy. The way it works is that once current service levels are funded, the Budget Accountability Act would require the state to set aside 25% of additional revenues until the reserve is 5% of the General Fund. The state could only dip into the rainy day fund during an economic downturn or for expenses related to a disaster declared by the Governor. "Current services levels" are defined as the constitutional, statutory, and contractual obligations of the state.

**Q: Won't forcing them to pass the budget on time mean that they might settle for a bad budget just so that they don't lose their pay?**

A: The Budget Accountability Act will give legislators an incentive to complete the budget on time and to cast their vote as a representative of the people living in their district. The Budget Accountability Act will give voters the information they need to hold their elected official accountable by including a summary of how California spends the funds it receives with a website address where voters can see how their legislator voted on the budget and related legislation.

**CALIFORNIANS *for***  
**Budget Accountability**

The Budget Accountability Act is a comprehensive reform package designed to end state budget gridlock, stop the annual political posturing in Sacramento, and deliver a timely and responsible state budget.

Yes! I support holding the California Legislature and the Governor more accountable to a fair and on-time state budget. Add me and/or my organization to the supporter list for the Budget Accountability Act.

**Please fax this form to 916-441-2653.**

**Official Endorsement**

You can use our name in support of the Budget Accountability Act slated for the March 2004 ballot. **Please check boxes below.**

**CI Please list my organization as a member of  
Californians for Budget Accountability**

**CI Please list my name as an individual member of  
Californians for Budget Accountability**

Organizational Name (print)

Your Name & Signature

Organization

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

**I can also help in the following ways:**

CI Distribute materials

Send a letter to employees/members/others

Speak at local press events

CI Place a newsletter article

Sign a letter-to-the-editor

Other help \_\_\_\_\_

For more information about the initiative, please call 916-443-7817

**Sample Resolution Endorsing the Budget Accountability Act**

WHEREAS the two-thirds vote requirement to pass a state budget and related taxes fails to keep spending in check, while at the same time promoting gridlock, pork barrel legislation, and a lack of accountability that creates persistent late budgets and large deficits; and,

WHEREAS partisan gridlock leads to huge deficits in weak economic times that force the Governor and Legislature to make massive cuts in education, health care, transportation, and other essential public services and raise billions of dollars in taxes; and,

WHEREAS the Budget Accountability Act will enact a comprehensive reform of the State budget process that will hold the Governor and the Legislature more accountable to the People of California;

NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_  
hereby endorses the Budget Accountability Act.

Date \_\_\_\_\_ Signed by \_\_\_\_\_

**CALIFORNIANS *for***  
**Budget Accountability**

**Endorsement List**

American Federation of State, County & Municipal Employees, AFL-CIO  
Asian American Voter Education Fund  
Asian and Pacific Islander American Health Forum  
California ACORN  
California Black Chamber of Commerce  
California Budget Project  
California Church Impact  
California Citizens for Health Freedom  
California Council of Community Mental Health Agencies  
California Faculty Association  
California Federation of Teachers  
California Foundation for Independent Living Centers, Inc.  
California Independent Public Employees Legislative Council (CIPELC)  
California Labor Federation  
California National Organization for Women  
California Physicians Alliance  
California Professional Firefighters  
California School Employees Association  
California Speech-Language-Hearing Association  
California State Employees Association  
California State Firefighters' Association, Inc.  
California State PTA  
California Tax Reform Association  
California Teachers Association  
Campaign for Long Term Care  
Child Care Law Center

**CALIFORNIANS** *for*  
**Budget Accountability**

Centennial United Methodist Women  
Central Coast Alliance United for a Sustainable Economy (CAUSE)  
Center on Policy Initiative  
The Citizenship Project  
Coalition for Community Health  
Coalition of California Welfare Rights Organizations  
Coalition of Labor Union Women, California Capitol Chapter  
Committee of Interns and Residents/SEIU 1957  
Communications Workers of America, Local 9575  
Communities Actively Living Independent and Free  
Community Alliance for a Fair Economy  
Congress of California Seniors  
Consumer Federation of California  
Contra Costa Central Labor Council  
Councilmember Mary Lou Zoglin, City of Mountain View  
Councilmember Nora Campos, City of San Jose  
El Camino College Federation of Teachers  
Esperanza Community Housing Corp  
Faculty Association of California Community Colleges  
Families to Amend California's Three Strikes Law (FACTS)  
Gardena Valley Democratic Club  
Golden State Mobile/Manufactured Homeowner's League  
Health Access California  
Health Care for All  
Housing California  
Human Services Alliance of Los Angeles  
ILWU Northern California District Council  
Imperial Counties Labor Council, San Diego  
Interfaith Coalition for Immigrant Rights

**CALIFORNIANS** *for*  
**Budget Accountability**

IN SPIRIT

JERICHO

Justice Matters Institute

Kern Regional Center

Kids in Common

Korean Resource Center

Latino Issues Forum

La Maestra Family Clinic, Inc.

League of Women Voters of California

Los Angeles Alliance for a New Economy

Los Angeles Community College District

Los Angeles Family Housing

Mental Health Association in California

Mental Health Association in L.A. County

Mental Health Association of Orange County

Merced Mariposa Central Labor Council

Movement Strategy Center

Older Women's League of California

Peace and Freedom Party of California

Planned Parenthood Affiliates of California

Resources for Independent Living

San Diego-Imperial Counties Labor Council

San Francisco Community College District Federation of Teachers, AFT 2121

San Mateo County Central Labor Council

SEIU California State Council

Small School Districts' Association

Social Justice Center of Marin

Solano Children's Alliance/Children's Network Council

State Building & Construction Trades Council

**CALIFORNIANS** *for*  
**Budget Accountability**

State Council of H.E.R.E.

Teamsters Union

United Farm Workers

Vote Health

Women's international League for Peace & Freedom - Fresno

\*Partial List

Sunday, May 11, 2003 (SF Chronicle)  
Borrowing billions to ease the pain

GET OUT your credit cards, California. The state budget shortfall -- a record \$35 billion and rising -- has pushed forward a slippery strategy to borrow heavily and flip the bill to future taxpayers.

Desperate times breed desperate measures. Put another way, no serious idea should be ruled out as Sacramento struggles to pay this year's final few months and next year's expenses.

About \$7 billion in cuts were adopted last week, a mere down payment on the budget problem. Republicans, who vowed no new taxes, are now drifting back to the bargaining table, sounding much like borrow-happy Democrats.

Bowing to reality, both parties want to float a \$10 billion bond to pay off immediate bills. There are major differences between the two borrowing schemes.

The GOP would pay bond costs out of present taxes while Democrats want a half-cent higher sales tax.

But it's the same game. Get through this patch, fend off the bill collectors, and hope it all resolves itself in time. Built into both plans is an improbable hope that a rising economy will rake in enough tax money tomorrow, next week or next year.

Rolling over the debt papers over the weaknesses in each side's arguments. The GOP promises to protect education and health from major cuts. Party leaders also drop the \$35 billion deficit figure for this year and next to \$27 billion, claiming the bigger number anticipates higher spending than needed.

Forget new taxes, float the \$10 billion bond figure and freeze future spending, say Republicans. As the economy revives, all will be well.

But it may not work out that way. A growing population produces more students to educate from kindergarten through college. More jobless and sick Californians will ask for state help. These numbers can't be frozen or stopped.

Democrats are in their own bind. Much as they want to avoid cuts, many are inevitable. In addition, rolling over debt to future years won't be pain-free or legally bulletproof. A half-cent sale tax increase -- raising the burden to 9 percent in San Francisco -- to pay for the bonds may be challenged in court by anti-tax groups.

And don't forget that any higher levy -- such as restored vehicle license fees or higher income taxes -- could be just the spark needed by the doddering recall effort aimed at Gov. Gray Davis.

A huge bond measure can't be rejected out of hand. But the public needs to know where California is headed. Will this year be a rerun of last year when cookie-jar accounts were raided and smaller sums borrowed to lash together a budget?

The state's rickety taxation system needs overhauling. A two-thirds margin to pass a budget has proved a recipe for delay and gridlock, year after year. Proposition 13 has proved a windfall for commercial property owners and a burden for new home buyers. The state's basic tax structure is highly sensitive to even minor spikes and downturns in the economy.

A borrowing binge may work today, but where will it leave California in the future? California legislators, while tackling the short-term mess, also need to address the structural problems that contributed to it.

## Peter Schrag: Budget reform -- Harnessing the power of disgust



**By Peter Schrag –SacramentoBeeColumnist-** (*Published  
March 19, 2003*)

There are at least two theories of political reform: The first is that little of significance can happen if there isn't plenty of money to grease the wheels and make sure there are no losers. The other is that only when things get desperate will the system be shaken enough, or voters frustrated enough, to spur action.

The proposed Budget Accountability Act obviously belongs to the second category. Its initial sponsors, including the Service Employees International Union (SEIU), Health Access and the League of Women Voters, are betting that voters are so fed up with the obfuscation and delay under the dome that they'll approve radical reform of the state's budget process.

At the end of this ugly budget cycle, whenever it comes, chances are good that the voters will be even more disgusted.

The proposed initiative, which would go on the primary ballot next March, was submitted to the attorney general's office the other day for the constitutionally required title and summary. It includes five major provisions:

- \* Reduce the legislative vote margin required to pass a state budget, and raise taxes in connection with the budget, from the present two-thirds to 55 percent -- still a supermajority, but one more easily attainable than the number that's helped block and delay California budgets year after year. It would set the same 55 percent margin for lowering taxes. Because that now takes only a simple majority, the resulting ratchet effect has left the state with ever more tax loopholes.
- \* If a budget were not passed by the June 15 constitutional budget deadline, prohibit the governor and members of the Legislature from being paid or receiving any per diem expenses until a budget is passed. No retroactive payments would be allowed for that time.
- \* Create a mandatory rainy day budgetary reserve of 5 percent in good times to be spent when revenues fall below the previous year's expenditures.
- \* Require the state to publish in every ballot pamphlet a summary of how the state is spending its money and the voting records of all legislators on the budget and tax bills related to the budget.

\* Prohibit legislative leaders, committees and other members from punishing or threatening legislators for their votes on the budget bill and related tax measures. It would require a public ethics committee report on the complaint of any member who reported such threats.

Of all those provisions, the last is the most dubious. Although former state GOP chairman Shawn Steel last year threatened a recall against any party member who voted for a tax increase (Steel was subsequently censured by his party for it), the line between the legitimate exercise of party discipline and threats and punishment is a thin one. And without party discipline, concerted action is often difficult.

But there's no doubt that the proposal addresses major elements in a badly broken fiscal system that, among other things, has driven the state's credit into the tank. California is one of only three states in the country that requires a two-thirds vote to enact a budget.

That provision, which gives any determined political minority the power to block budgets and thus shake down the majority, is an ideal device for the governor and legislators to duck responsibility. It often makes it impossible for voters to determine who's accountable for delays. The price for ending the shakedowns, moreover, can be a lot of pork spending that hardly anyone wants.

In any case, why should every No vote be worth two Yes votes? Last year voters reduced the margin required to pass local school bonds from two-thirds to 55 percent. That's hardly a magic number -- nearly all other states require just a simple majority.

But it's absurd to make it harder for legislators to pass a one-year budget than for voters to approve the 20-or 30-year commitment that bonds impose on future generations.

California's major taxpayer organizations are almost certain to oppose it. There are also reports that some legislators were apoplectic when they learned that the measure would require publication of their voting records on the budget in the ballot pamphlet.

Those votes are already matters of public record, but the reaction still demonstrates how some politicians rely on confusion and ignorance in doing their business. You can count on the proponents to make the most of that.

But the biggest factor in the sponsors' campaign is likely to be that public frustration. It's usually the groups that sponsor conservative measures that rely on voter frustration. If it succeeds it will be the first time in many years that voters will have opted for legislative accountability instead of shackles.

The leaders in the effort, Dean Tipps of the SEIU and Anthony Wright of Health Access, are just beginning to assemble the coalition of unions, good

government groups and other organizations that they hope will drive this campaign. The war could kill it; voter disgust could make it.

About the Writer

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Los Angeles Times – May 22, 2003

GEORGE SKELTON CAPITOL JOURNAL

## By Digging In on Taxes, GOP May Dig Its Grave

George Skelton

May 22, 2003

Sacramento

Listen closely, and that hissing in the Capitol over taxes may be the sound of Republicans cooking their own goose.

This small band of rigid ideologues may be in the process of doing in the only thing that currently makes them relevant in Sacramento: the two-thirds vote requirement for passage of a budget or a tax increase.

The issue has been simmering and may be ready for voters.

“It’s a very unusual moment because voters are so ticked off at the Legislature for this constant, year-after-year budget logjam,” says Democratic political consultant Gale Kaufman.

Kaufman is coordinating a coalition — mainly labor unions — that is preparing a ballot initiative to lower the two-thirds requirement to 55%. California voters — 53.4% of them — approved a similar measure for local school bonds in 2000. The new proposal is targeted for the March 2004 ballot, when sponsors hope a hot Democratic presidential primary will attract a good turnout of liberal voters.

The coalition’s cause will receive a huge boost from GOP legislators if they continue to thwart budget talks by refusing to consider a tax increase.

If there’s no budget by August, state government is likely to run out of cash. Employees may have to work for the minimum wage. Vendors won’t be paid. Teachers will be laid off.

And voters may be ready to toss the two-thirds rule into the garbage.

Hardly anybody, except a few hidebound Republicans, really believes a \$38-billion budget hole can be patched without a tax hike. Even if it could, neither Democrats nor most Republicans would cut that deeply — denying artificial limbs for poor people, adult

diapers for the aged, decent class sizes for kids.

Nonpartisan Legislative Analyst Elizabeth G. Hill says if every state employee was fired, that still wouldn't balance the budget. If no state money was spent for the university system or on Medi-Cal, and if every state prisoner was freed — not even that would close the gap.

This is all too familiar. And timid Democrats share the blame. For 13 of the last 16 years, the state has entered a new fiscal year on July 1 without a budget. Last year, lawmakers procrastinated into September.

To pass the next budget, at least six Republicans in the Assembly and two in the Senate will need to vote with Democrats to reach the magic two-thirds.

"We've created a system that is designed for gridlock," notes Dean Tipps, California head of the Service Employees International Union, a chief sponsor of the ballot measure.

Many people and generations have been in on the faulty design.

It's a relic of the 1800s when an anti-tax revolt swept the nation and California imposed the two-thirds rule on local bonds. During the 1930s Depression, it was extended to the state budget. And in 1978, while drastically cutting property taxes, voters placed the two-thirds requirement on legislative passage of any tax increase.

It's undemocratic. Tyranny by the minority. And definitely out of step.

Only two other states, Arkansas and Rhode Island, require a supermajority vote for budget passage. Eleven — Florida the largest — mandate it for taxes.

In most states and Congress, the majority party rules on taxes and spending, and is held accountable by voters.

Hold it right there, say supporters of the two-thirds rule. Because of California's gross gerrymandering in 2001, which provided safe seats for incumbents, very few lawmakers face tough reelection races. So voters are robbed of a chance to hold their representatives accountable.

Allan Zaremborg, president of the California Chamber of Commerce, says the business community will aggressively oppose the ballot measure. Businesspeople fear making it easier to raise taxes, he says, and don't trust this Democratic bunch.

They've already been burned by Democrats on workers' comp insurance and employee benefits that have driven up business costs, Zaremborg says. "I've never seen such anger."

That's what voters are feeling toward Sacramento generally, says pollster Jan van

Lohuizen, who normally works for Republicans but has been hired by the labor coalition.

“The public has become more anti-politician but not more anti-tax,” Lohuizen says. “The anti-politician attitude goes well beyond the governor to the entire Legislature.”

Like the public has trouble with hires who consistently can't get their work done on time.

So the initiative sponsors are sweetening the pot for voters with these two goodies: The governor and legislators must forfeit their salaries for each day the budget is late. And after the deadline, no other bill can be acted on until a budget is passed.

This may be very tempting for voters.

Republicans need to ask themselves which is worse: raising some taxes or losing all their relevance — and maybe their summer pay.

If you want other stories on this topic, search the Archives at [latimes.com/archives](https://www.latimes.com/archives).

# Mercury News Editorial

Posted on Tue, Apr. 29, 2003

How to break the budget deadlock

**MAJORITY RULE IS THE PROCESS ALMOST EVERYWHERE EXCEPT CALIFORNIA; AN INITIATIVE COULD FIX THAT**

## Mercury News Editorial

CONSIDER a radical idea: Enable a mere majority, not two-thirds, of the California Legislature to pass a budget.

Then consider how completely un-radical it is. Majority rule is good enough for Congress to approve the federal budget. Majority rule is good enough for all but two other states.

Majority rule ought to be the rule for the California budget also.

Only voters can amend the 70-year-old provision in the state Constitution to lower the threshold. They might get the chance, perhaps in March 2004. An initiative, the Budget Accountability Act, is being prepared to reduce the necessary vote to 55 percent. The groups backing it, labor unions in particular, have the money to gather enough signatures to qualify it.

The impact would be simple. Unless the Legislature were divided almost equally between Republicans and Democrats, the majority party could pass a budget without any votes from the opposition. The perpetual budget gridlock, a partisan tussle that last year stretched past the July 1 deadline into September, would be a thing of the past.

The party that Californians put in power would be obligated to write a budget, and could not avoid taking responsibility for it. No longer could it blame a lousy budget on the necessity of accommodating the unreasonable demands of the minority in order to win two-thirds approval.

The initiative also proposes to cut legislators' pay if the budget is late. It would require a 5 percent reserve in flush years, to set aside money for bad years. While those reforms may be useful, what is essential is to lower the threshold to pass a budget.

Of course, one of the checks on majority party power would evaporate. A party holding the governor's office and both houses of the Legislature, as the Democrats do now, would have a much freer hand to do as it wished.

Democrats will wish to raise taxes, say Republicans. And there is certainly reason to suspect that the groups promoting the initiative -- public employee unions and public advocacy organizations such as Health Access -- would like the current Democratic Legislature to be able to pass a budget without obstruction from anti-tax Republicans.

But Democrats would hold no more power in Sacramento than Republicans in Washington do now. If Democrats raised taxes willy-nilly, and voters hated it -- well, that's what elections are for.

To judge by recent budgets, California's two-thirds requirement functions less like a wall against recklessness and more like an open door for partisan gamesmanship and evasion of responsibility. To make a better budget, make it easier to pass one.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 13, 2003

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A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 13, 2003 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chairperson Keogh called the meeting to order at 9:04 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Sheryl Ainsworth  
Jeff Almquist  
Jan Beautz  
Michelle Hinkle  
Mike Keogh  
Dennis Norton  
Ana Ventura Phares  
Emily Reilly  
Mike Rotkin  
Ex-Officio Wes Scott  
Pat Spence  
Marcela Tavantzis

#### DIRECTORS ABSENT

None

#### STAFF PRESENT

Bryant Baehr, Operations Manager  
Mark Dorfman, Asst. General Manager  
Margaret Gallagher, District Counsel  
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager  
Robyn Slater, Interim H.R. Manager  
Tom Stickel, Fleet Maint. Manager  
Les White, General Manager

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

Jim Adams, Roma Design  
April Axton, Lift Line  
Heather Boerner, *Sentinel*  
Ceil Cirillo, S.C. Redevelopment  
Pat Dellin, SCCRTC  
Cal Hollis, Keyser Marston

R. Paul Marcelin, Rider  
Manny Martinez, PSA  
Bonnie Morr, UTU  
Eileen Pavlik, SEA  
Sam Storey, Community Bridges  
Linda Wilshusen, SCCRTC

Les White requested that a letter from Cabrillo College be added to the agenda for discussion as an emergency item due to the fact that the need to act arose after the posting of the agenda and action is needed prior to the next Board meeting.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR REILLY**

**Make the necessary findings to declare that there is a need to take action before the next Board meeting. Add the letter from Cabrillo College regarding a bus pass proposal to the agenda since the letter was received yesterday and the program being proposed would begin on Monday.**

**Motion passed unanimously. Vice Chairperson Keogh added this item to the agenda as Item #19a.**

**2. ORAL AND WRITTEN COMMUNICATION**

Written:

- a. R. Paul Marcelin-Sampson RE: Metro Riders Union
- b. Marcela Tavantzis, City of Watsonville RE: Transit-Oriented Housing and Childcare Project

Oral:

Vice Chairperson Keogh read announcements regarding Roberto “OJ” Ojeda being activated and sent to the Middle East and announcements of the deaths of Rick Perez of Fleet Maintenance and Walter Davila of the Facilities Maintenance Department.

R. Paul Marcelin-Sampson asked that a copy of *The Metro Riders Union* newsletter be distributed to the Board. Mr. Marcelin noted that his focus would be on recruiting other riders for the Metro Riders Union. He urged the Board to review his letter under Written Communication and to offer the support requested.

Director Reilly asked staff to agendize an item on ways to reach out aggressively to downtown Santa Cruz businesses to promote bus passes for their employees. She suggested talking with TMA in this regard.

Director Tavantzis asked that both Mr. Marcelin’s and her written communication be agendized for a future Board meeting for further discussion.

Director Phares asked that staff reach out to parents of teenagers to promote bus riding. Director Norton stated that the “1 in 5” program addresses this and suggested that METRO could tap into that budget. Ex Officio Director Scott mentioned that the UCSC marketing staff could also assist in this regard.

**3. LABOR ORGANIZATION COMMUNICATIONS**

Nothing to report at this time.

**4. METRO USERS GROUP (MUG) COMMUNICATIONS**

Nothing to report at this time.

5. **METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS**

Nothing to report at this time.

6. **ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

**SECTION I:**

**REGULAR AGENDA:**

**ADD TO ITEM #9**

CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING  
FY 03-04 FINAL BUDGET  
**(Replace Page 9-H-2)**

The Cabrillo College letter was also distributed and will be discussed as Item 19a.

**CONSENT AGENDA**

7-1. **APPROVE REGULAR BOARD MEETING MINUTES OF MAY 9 AND MAY 23, 2003**

No questions or comments.

7-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**

No questions or comments.

7-3. **ACCEPT AND FILE MAY 2003 RIDERSHIP REPORT**

No questions or comments.

7-4. **CONSIDERATION OF TORT CLAIMS: Deny the Claims of Georgia Randall, Claim #03-0017; Terry Shea, Claim #03-0018**  
**ACTION IS REQUIRED AT THE JUNE 13, 2003 BOARD MEETING**

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR NORTON**

**Deny the claims of Georgia Randall and Terry Shea.**

**Motion passed unanimously.**

7-5. **ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JUNE 19, 2003 AND THE MINUTES OF THE MAY 15, 2003 MEETING**

No questions or comments.

7-6. **ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF JUNE 18, 2003 AND THE MINUTES OF THE MAY 21, 2003 MEETING**

No questions or comments.

**7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2003;  
APPROVAL OF BUDGET TRANSFERS**

No questions or comments.

**7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MARCH 2003**

Staff will bring a comprehensive review of the program and recertification status to the July Board meeting

**7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2003**

No questions or comments.

**7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE**

Bryant Baehr pointed out that the monthly increase/decrease for faculty-staff should be 8.6% rather than 6.2% as listed in the staff report. There was a brief discussion regarding bi-directional service on campus as it relates to effectiveness and safety. UCSC is conducting a traffic study that should be completed in one year. Director Rotkin is on this committee and will keep the Board informed.

**7-11. ACCEPT AND FILE METROBASE STATUS REPORT**

Les White reported that Architectural and Engineering interviews will be conducted shortly and staff will report to the Board at their June 27, 2003 meeting on these proposals. Director Norton volunteered to sit on the interview panel. The Board would like to receive a final list of the Project Manager applicants with their resumes. Directors Rotkin and Tavantzis have volunteered to sit on the Project Manager selection committee once they have reviewed the applicant list and resumes. Bonnie Morr also requested a list of Project Manager applicants to ensure that UTU has a cooperative level of input on both the position and project.

**7-12. CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE  
INSURANCE COVERAGE FOR FY 03-04**

No questions or comments.

**7-13. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY  
03-04**

No questions or comments.

**7-14. CONSIDERATION OF TRANSMITTING A LETTER EXPRESSING OPPOSITION TO  
CERTAIN PROVISIONS OF THE SAFETEA 2003 AUTHORIZING BILL TO THE  
MEMBERS OF CONGRESS FROM THE BAY AREA**

Director Rotkin directed staff to generate a draft letter to other agencies to encourage them to express their opposition as well.

**7-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL TRANSPORTATION AGENCIES TO ESTABLISH RELATIONSHIPS FOR PLANNING AND PROGRAMMING TRANSPORTATION PROJECTS  
ACTION IS REQUIRED AT THE JUNE 13, 2003 BOARD MEETING**

Mark Dorfman reported that this item was deferred from the Board's last meeting. This is a standard agreement that RTC, et al enters into for planning and programming of federal and state transportation dollars.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR REILLY**

**Authorize the General Manager to execute a Memorandum of Understanding (MOU) with Caltrans and the regional transportation agencies to define relationships for transportation projects planning and programming.**

**Motion passed unanimously.**

**7-16. CONSIDERATION OF AWARD OF CONTRACT FOR GRAPHIC DESIGN AND PRINT COORDINATION SERVICES FOR HEADWAYS**

Mark Dorfman explained that the savings from publishing the Headways twice a year rather than four times a year comes from the cost of initial runs. The per hour cost is the same as the old vendor. Bryant Baehr will look into the cost of including Spanish language in the *Headways* when it is printed twice per year.

**7-17. CONSIDERATION OF EXTENDING THE LEASE AGREEMENT BETWEEN THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND GIL CANALES FOR LEASING OFFICE SPACE AT THE WATSONVILLE TRANSIT CENTER FOR AN ADDITIONAL YEAR  
ACTION IS REQUIRED AT THE JUNE 13, 2003 BOARD MEETING**

Margaret Gallagher informed the Board that this is before them since the tenant did not meet the deadlines to submit the extension papers.

**ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR ROTKIN**

**Move to extend the lease for one year.**

**Motion passed unanimously.**

**7-18. CONSIDERATION OF AUTHORIZATION TO RENEW CONTRACT WITH UNIVERSITY OF CALIFORNIA, SANTA CRUZ FOR TRANSIT SERVICES**

No questions or comments.

**7-19. CONSIDERATION OF APPROVAL OF FACILITIES MAINTENANCE WORKER III RECLASSIFICATION**

Robyn Slater reported that with this action, there would no longer be a Maintenance Worker III position.

**REGULAR AGENDA**

**8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**  
**THIS PRESENTATION WILL TAKE PLACE AT THE JUNE 27, 2002 BOARD MEETING**

**Discussion:**

It was determined that if an employee would like to attend the Board meeting to accept his/her longevity certificate but cannot, then that person's certificate will be carried over for one month. If, however, there is no indication of the employee's desire to attend the Board meeting, they would not be pressured to do so.

**9. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FY 03-04 FINAL BUDGET**

**Summary:**

Elisabeth Ross reported that there were a few changes to the Final Budget from last month's meeting and reviewed those changes with the Board. A revised staffing level sheet was distributed which now includes the Project Manager position.

**Discussion:**

Director Keogh talked about Board Members who attend the annual APTA conference and the need for them to arrive at the conference location a few days early in order to obtain the necessary appointments with legislators. Director Ainsworth suggested that staff provide the Board with a table of the overall cuts over the past years in order to give a history of where METRO is today. This would be a good tool for public relations.

Paul Marcelin expressed concern over the bus operator overtime expense. He also questioned the cost-of-living increase that management staff is receiving. Director Almquist requested a copy of the report that staff had done regarding possible elimination of some paratransit routes due to the recent service cuts. There was further discussion on the overtime issue and of possible bi-directional service in the Watsonville loop service. There was discussion of the database, which is used for "requested" service. The Transit Planner keeps this information and is working on developing a route profile to go through the Service Planning and Review Committee (SPARC). Mr. Dorfman confirmed that there is an area on METRO's website for service requests.

**10. CONSIDERATION OF METRO USERS GROUP (MUG) OPERATIONS AND ORGANIZATIONAL STRUCTURE**

**Discussion:**

Paul Marcelin stated that the staff report cited his calculations of seniors/disabled riders but only featured one step in the calculation, rather than the four-step calculation he emailed to staff. He also stated that he offered several scenarios for posters inside buses but the staff report only mentioned one. Director Hinkle, Chair of MUG, stated that the current MUG membership is dependent on day meetings and if the meetings were changed to nighttime, both the membership and the Chair would need to be changed. Suggestions offered included: Establishing a committee to be utilized for specific projects but that doesn't meet all the time if not needed; combine the MUG and MASTF committees. Inconsistencies between MUG & MASTF include Board approval of by-laws, appointment of members by the Board, Board member as Chair, a budget.

Mr. White pointed out that METRO is required to have an advisory committee under paratransit with regard to issues of accessibility. However, the Board can designate anyone and can structure an advisory committee if they so desire. Both MUG and MASTF are recognized entities in the Board's bylaws. Mr. White stated that staff would take a comprehensive look at how these committees work with a set of recommendations back to the Board.

Director Almquist asked staff to agendize the discussion with the Riders Union. He further added that staff should zero out budget lines in the FY 03/04 budget in order to see what the Board supports. Mr. White requested that a few Board members work on this with staff and that staff be given a few months in order to meet with Paul Marcelin, the Bus Riders Union, E&D TAC, MUG, MASTF and other groups. Staff would return to the Board by August at the latest with its recommendations. Pat Dellin of SCCRTC offered assistance with the analysis of advisory groups. Director Ainsworth added that the real issue is with the Board's bylaws and the need to take some control over the advisory groups. Ms. Gallagher will review her staff report with the MUG committee and will submit an informational report to the Board at their June 27<sup>th</sup> meeting, which will include the fiscal impact of METRO support for MUG/MASTF budgets.

**ITEM #13 WAS TAKEN OUT OF ORDER**

**13. CONSIDERATION OF APPROVAL OF CONCEPTUAL DESIGN AND ECONOMIC FEASIBILITY ANALYSIS FOR THE SANTA CRUZ METRO CENTER PROJECT  
ACTION IS REQUIRED AT THE JUNE 13, 2003 BOARD MEETING**

**Summary:**

Ceil Cirillo stated that an agreement with the City of Santa Cruz was approved to provide project management services for the Metro Center renovations. Project status has been provided to the Board, the appraisal has been completed, and funding is being pursued with Congressman Farr's office. Design and economic consultants have been brought on board. A representative from Keyser Marston attended the meeting to explain their concept proposals, which include residential facilities. Roma Design provided the conceptual analysis. Ms. Cirillo and Mr. White feel they should recommend going forward with an RFP for the developers.

**Discussion:**

Mr. White reported that there are financial challenges attached to this project. They are: expansion to utilize the Greyhound site for 5 bus spaces, potential for expansion in the future, key goals of establishing specific bays for specific routes, to provide office space for the Administration departments; with the paramount goal being to provide an improved transit terminal. The goals of the City of Santa Cruz are to create a better utilization of this real estate to extend revitalization of Pacific Avenue and to contribute to the activities along the street and to provide daycare. The concept is for “mixed use”.

A presentation was made at this time by both Jim Adams of Keyser Marston and Cal Hollis of Roma Design. The proposal included 4,000 sq. ft. for a new bus terminal, 2,500 sq. ft. of additional retail space, 16,800 sq. ft. for District offices, 183 parking spaces in the parking garage, and 3,000 sq. ft. for a daycare center. Also discussed was ventilation and lighting. It was confirmed that Amtrak, Greyhound and Highway 17 Express buses would all converge on this hub. Bicycle parking and controlled cross walks were also discussed. The feasibility of utilizing solar power in this project would be addressed in the design portion. Ceil Cirillo stated that there is 80% funding available for the District’s portion of this project; the developer will fund the balance.

**ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SPENCE**

**Extend the meeting past 12:00 noon.**

**Motion passed with Director Almquist voting no.**

Paul Marcelin stated that it appears that the transit riders are at the bottom of this development. He expressed concern that the terminal would not be rider-friendly since it will be enclosed. He mentioned that when this project was discussed at MUG, only 5 people were in attendance and no recommendation was issued to the Board. Director Beautz requested photos of other enclosed facilities. Jim Adams of Roma Design stated that he could show the Board examples of facilities that are under cover that create a good transit environment.

**VICE CHAIRPERSON KEOGH LEFT THE MEETING. CHAIRPERSON REILLY TOOK CONTROL OF THE MEETING AT THIS TIME.**

Ceil Cirillo reviewed the next steps and stated that as soon as funds are positively identified, she would proceed with the acquisition of the project.

**DIRECTOR ROTKIN LEFT THE MEETING**

Director Phares expressed concern that this project is trying to encompass too much and she suggested that the project concentrate more on the bus terminal itself.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR SPENCE**

Approve the conceptual design for the Santa Cruz Metro Center Project and the Economic Feasibility Analysis as presented by the City of Santa Cruz Redevelopment Agency and the consulting team and direct staff to develop Requests for Proposals for: 1) the preparation of an Environmental Impact Report and, 2) the selection of a Developer for the residential component of the project and submit the RFPs to the Board for approval. Plus, take into consideration the concerns expressed at today's meeting when formulating the specifications for the RFPs. Direct staff to notice Sam Farr and Anna Eshoo of the Board's actions today and thank them for their continued support.

Motion passed with Director Keogh being absent and Director Rotkin voting yes prior to his departure.

11. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF ASSETS: THREE GMC MINI-VANS AND ONE FORD MINI-VAN  
ACTION IS REQUIRED AT THE JUNE 13, 2003 BOARD MEETING

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR REILLY

Declare the list of assets as excess and authorize disposal.

Motion passed with Directors Keogh and Rotkin being absent.

12. CONSIDERATION OF RENAMING THE SANTA CRUZ METRO CENTER FACILITY "PACIFIC STATION"

14. CONSIDERATION OF CALL STOP COMMITTEE PROCESS EFFECTIVENESS AND REVIEW OF LOCAL PLANNING PROCESS ALTERNATIVES

Presented by: Margaret Gallagher, District Counsel

Staff Report: WILL BE PRESENTED FOR CONSIDERATION AT THE JUNE 27, 2003 BOARD MEETING

15. CONSIDERATION OF REQUEST FROM COMMUNITY BRIDGES TO LEASE A PORTION OF THE PARKING LOT AT THE WATSONVILLE MAINTENANCE AND OPERATIONS FACILITY (MOF) FOR THE PURPOSE OF PARKING BUSES/VANS

16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE METROBASE PROJECT:

A) ACQUISITION AND RELOCATION ASSISTANCE SERVICES AGREEMENT WITH THE CITY OF SANTA CRUZ; AND

B) MEMORANDUM OF UNDERSTANDING BETWEEN SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND THE CITY OF SANTA CRUZ REGARDING METROBASE

17. CONSIDERATION OF AWARD OF CONTRACT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE FINAL DESIGN AND ENGINEERING OF THE METROBASE PROJECT

18. **CONSIDERATION OF AMENDMENT OF CONTRACT WITH ROMA DESIGN GROUP FOR URBAN DESIGN CONSULTANT SERVICES ON THE METRO CENTER MIXED USE REDEVELOPMENT PROJECT**
19. **CONSIDERATION OF ADOPTING AN ANNUAL GOAL FOR DBE PARTICIPATION IN FEDERALLY FUNDED PROCUREMENTS IN FY 2004**
- 19a. **CONSIDERATION OF REQUEST BY CABRILLO COLLEGE TO ACCEPT THEIR PROPOSED BUS PASS PROGRAM**

**Summary:**

Les White reported that staff received a letter from Cabrillo College yesterday stating that they are instituting a migrant summer school program and they require transportation from Watsonville to the Cabrillo Aptos campus and back. Cabrillo asked for consideration to prorate the June passes at \$20 each through the end of June; it was requested that the July passes receive the standard bulk discount of 15% off the \$50 monthly pass rate. Staff recommends approval of these requests.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR HINKLE**

**Approve prorating of June passes for \$20 each through the end of June; authorize bulk discount of 15% from the \$50 monthly pass rate for the July passes.**

Staff is still holding meetings with Cabrillo College staff regarding monthly passes for the fall.

**Motion passed with Directors Keogh, Rotkin and Spence being absent.**

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

Margaret Gallagher stated that the case of Lane/Loya vs. Santa Cruz METRO would not be discussed as it has already been taken care of at the Special Board meeting held at 8:00 a.m.

21. **ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION**

**SECTION II: CLOSED SESSION**

Chairperson Reilly adjourned to Closed Session at 11:59 and reconvened to Open Session at 12:15 p.m.

**SECTION III: RECONVENE TO OPEN SESSION**

22. **REPORT OF CLOSED SESSION**

Margaret Gallagher stated that there is nothing to report at this time.

**ADJOURN**

There being no further business, Chairperson Reilly adjourned the meeting at 12:15 p.m.

Respectfully submitted.

Dale Carr  
Administrative Services Coordinator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 27, 2003

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 27, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Vice Chairperson Keogh called the meeting to order at 9:05 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Sheryl Ainsworth  
Jeff Almquist (arrived after roll call)  
Jan Beautz  
Michelle Hinkle  
Mike Keogh  
Mike Rotkin  
Pat Spence

#### DIRECTORS ABSENT

Dennis Norton  
Ana Ventura Phares  
Emily Reilly  
Marcela Tavantzis  
Ex-Officio Wes Scott

#### STAFF PRESENT

Bryant Baehr, Operations Manager  
Mark Dorfman, Asst. General Manager  
Margaret Gallagher, District Counsel  
David Konno, Facilities Maint. Manager

Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager  
Robyn Slater, Interim H.R. Manager  
Tom Stickel, Fleet Maint. Manager  
Les White, General Manager

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

Pat Dellin, SCCRTC  
Jenna Glasky, SEA  
Paul Marcelin  
Manny Martinez, PSA

Bonnie Morr, UTU  
Will Regan, VMU  
Marion Taylor, League of Women Voters  
Amy Weiss, Interpreter

Vice Chairperson Keogh reported that Item #17 "CONSIDERATION OF AWARD OF CONTRACT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE FINAL DESIGN AND ENGINEERING OF THE METROBASE PROJECT" would be postponed to a future Board meeting.

### 2. ORAL AND WRITTEN COMMUNICATION

#### Written:

a. R. Paul Marcelin-Sampson

RE: Metro Riders Union

- b. Marcela Tavantzis, City of Watsonville RE: Transit-Oriented Housing and Childcare Project

Oral:

Paul Marcelin of the Metro Riders Union spoke in regard to the recent article in the *Santa Cruz Sentinel* which allegedly quoted some of his research findings. Mr. Marcelin distributed handouts which relate to bus pass usage in specific areas of the county. He also distributed a “guide to the monthly farebox report”. He urged the Board to lower the cost of bus passes for the Watsonville local routes and in the Watsonville-Santa Cruz corridor.

Robert Yount read his biography to the Board and alleged that METRO staff, management and counsel treated him with disrespect.

**DIRECTOR ALMQUIST ARRIVED.**

**3. LABOR ORGANIZATION COMMUNICATIONS**

Nothing to report.

**4. METRO USERS GROUP (MUG) COMMUNICATIONS**

Nothing to report.

**5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS**

Nothing to report.

**6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

**ADD-ON PACKET #1 - SECTION I:**

**CONSENT AGENDA:**

**ADD TO ITEM #7-3**

ACCEPT AND FILE MAY 2003 RIDERSHIP REPORT  
**(Insert Page 1 of Ridership Report)**

**DELETE ITEM #7-15**

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL TRANSPORTATION AGENCIES TO ESTABLISH RELATIONSHIPS FOR PLANNING AND PROGRAMMING TRANSPORTATION PROJECTS  
**(Action taken at the 6/13/03 Board Meeting)**

**DELETE ITEM #7-17**

CONSIDERATION OF EXTENDING THE LEASE AGREEMENT BETWEEN THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND GIL CANALES FOR LEASING OFFICE SPACE AT THE WATSONVILLE TRANSIT CENTER FOR AN ADDITIONAL YEAR

**(Action taken at the 6/13/03 Board Meeting)**

**ADD TO ITEM #7-20**

ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN  
CLOSED SESSION  
**(Add Staff Report)**

**ADD TO ITEM #7-21**

CONSIDERATION OF AWARD OF CONTRACT TO AMPAC  
BUILDING MAINTENANCE FOR TRASH PICKUP AT DISTRICT  
BUS STOPS  
**(Add Staff Report)**

**ADD TO ITEM #7-22**

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER  
TO EXECUTE A 5-YEAR LEASE AGREEMENT WITH ALI  
GHARAHGOZLOO AND JESSICA HSU FOR OPENING A NEW  
ASIAN RESTAURANT AT THE WATSONVILLE TRANSIT CENTER  
**(Add Staff Report)**

**REGULAR AGENDA:**

**ADD TO ITEM #8A**

CONSIDERATION OF RESOLUTION OF APPRECIATION AND  
REMEMBRANCE FOR SERVICES OF WALTER DAVILA AS A  
CUSTODIAN FOR THE SANTA CRUZ METROPOLITAN TRANSIT  
DISTRICT  
**(Add Resolution)**

CONSIDERATION OF A RESOLUTION OF APPRECIATION AND  
REMEMBRANCE FOR THE SERVICES OF MARGE LAWHON AS  
A TRANSIT SUPERVISOR/SCHEDULER FOR THE SANTA CRUZ  
METROPOLITAN TRANSIT DISTRICT  
**(Add Resolution)**

CONSIDERATION OF A RESOLUTION OF APPRECIATION AND  
REMEMBRANCE FOR THE SERVICES OF RICARDO PEREZ AS  
A LEAD MECHANIC FOR THE SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT  
**(Add Resolution)**

**ADD TO ITEM #10B**

CONSIDERATION OF METRO STAFFING LEVELS AND COSTS  
ASSOCIATED WITH EACH METRO ADVISORY GROUP, METRO  
USERS GROUP (MUG) AND METRO ACCESSIBLE SERVICES  
TRANSIT FORUM (MASTF) FOR FISCAL YEAR 2003/2004  
(SUPPLEMENTAL)  
**(Add Staff Report)**

**DELETE ITEM #11**

CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF  
ASSETS: THREE GMC MINI-VANS AND ONE FORD MINI-VAN  
**(Action taken at the 6/13/03 Board Meeting)**

- DELETE ITEM #13** CONSIDERATION OF APPROVAL OF CONCEPTUAL DESIGN AND ECONOMIC FEASIBILITY ANALYSIS FOR THE SANTA CRUZ METRO CENTER PROJECT  
**(Action taken at the 6/13/03 Board Meeting)**
- ADD TO ITEM #14** CONSIDERATION OF CALL STOP COMMITTEE PROCESS EFFECTIVENESS AND REVIEW OF LOCAL PLANNING PROCESS ALTERNATIVES  
**(Add Staff Report)**
- ADD TO ITEM #20** CONSIDERATION OF EXTENDING THE CONTRACT WITH FIRST TRANSIT, INC. FOR RESIDENT BUS INSPECTION SERVICES  
**(Add Staff Report)**
- ADD TO ITEM #21** CONSIDERATION OF RENEWING THE HARTFORD INSURANCE POLICIES FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
**(Add Staff Report)**
- ADD TO ITEM #22** CONSIDERATION OF STAFF ACTIONS TO SUBMIT A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS  
**(Add Staff Report)**

**ADD-ON PACKET #2 - SECTION I:**

**CONSENT AGENDA:**

- DELETE ITEM #7-21** CONSIDERATION OF AWARD OF CONTRACT FOR TRASH PICKUP AT DISTRICT BUS STOPS  
**(Item deferred to future Board meeting to allow time to consult with unions)**

**REGULAR AGENDA:**

- ADD TO ITEM #10B** CONSIDERATION OF METRO STAFFING LEVELS AND COSTS ASSOCIATED WITH EACH METRO ADVISORY GROUP, METRO USERS GROUP (MUG) AND METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) FOR FISCAL YEAR 2003/2004 (SUPPLEMENTAL)  
**(Replace Page 10B-B-1 with corrected costs)**
- ADD TO ITEM #22** CONSIDERATION OF STAFF ACTIONS TO SUBMIT A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS  
**(Replace Attachment – Original was double-sided but only one side was copied in error)**

**ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR BEAUTZ**

Move Items 19, 20, 21 and 22 to the Consent Agenda.

Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF MAY 9 AND MAY 23, 2003
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 7-3. ACCEPT AND FILE MAY 2003 RIDERSHIP REPORT
- 7-4. CONSIDERATION OF TORT CLAIMS: None
- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JUNE 19, 2003 AND THE MINUTES OF THE MAY 15, 2003 MEETING
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF JUNE 18, 2003 AND THE MINUTES OF THE MAY 21, 2003 MEETING
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2003; APPROVAL OF BUDGET TRANSFERS
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MARCH 2003
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2003
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 7-12. CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 03-04
- 7-13. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 03-04
- 7-14. CONSIDERATION OF TRANSMITTING A LETTER EXPRESSING OPPOSITION TO CERTAIN PROVISIONS OF THE SAFETEA 2003 AUTHORIZING BILL TO THE MEMBERS OF CONGRESS FROM THE BAY AREA
- 7-15. DELETED
- 7-16. CONSIDERATION OF AWARD OF CONTRACT FOR GRAPHIC DESIGN AND PRINT COORDINATION SERVICES FOR HEADWAYS
- 7-17. DELETED
- 7-18. CONSIDERATION OF AUTHORIZATION TO RENEW CONTRACT WITH UNIVERSITY OF CALIFORNIA, SANTA CRUZ FOR TRANSIT SERVICES
- 7-19. CONSIDERATION OF APPROVAL OF FACILITIES MAINTENANCE WORKER III RECLASSIFICATION
- 7-20. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION
- 7-21. CONSIDERATION OF AWARD OF CONTRACT TO AMPAC BUILDING MAINTENANCE FOR TRASH PICKUP AT DISTRICT BUS STOPS
- 7-22. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 5-YEAR LEASE AGREEMENT WITH ALI GHARAHGOZLOO AND JESSICA HSU FOR OPENING A NEW ASIAN RESTAURANT AT THE WATSONVILLE TRANSIT CENTER
- 7-23. CONSIDERATION OF ADOPTING AN ANNUAL GOAL FOR DBE PARTICIPATION IN FEDERALLY FUNDED PROCUREMENTS IN FY 2004  
(Moved to Consent Agenda at the 6/27/03 Board Meeting. Staff Report retained original numbering as Item #19)

**7-24. CONSIDERATION OF EXTENDING THE CONTRACT WITH FIRST TRANSIT, INC. FOR RESIDENT BUS INSPECTION SERVICES**

(Moved to Consent Agenda at the 6/27/03 Board Meeting. Staff Report retained original numbering as Item #20)

**7-25. CONSIDERATION OF RENEWING THE HARTFORD INSURANCE POLICIES FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

(Moved to Consent Agenda at the 6/27/03 Board Meeting. Staff Report retained original numbering as Item #21)

**7-26. CONSIDERATION OF STAFF ACTIONS TO SUBMIT A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS**

(Moved to Consent Agenda at the 6/27/03 Board Meeting. Staff Report retained original numbering as Item #22)

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR ROTKIN**

Approve the Consent Agenda.

Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.

**REGULAR AGENDA**

**8. A. CONSIDERATION OF A RESOLUTION OF APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF WALTER DAVILA AS A CUSTODIAN FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**CONSIDERATION OF A RESOLUTION OF APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF MARGE LAWHON AS A TRANSIT SUPERVISOR/SCHEDULER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ**

Approve the Resolution of Appreciation and Remembrance for both Walter Davila and Marge Lawhon.

Motion passed by a unanimous voice vote with no opposition in lieu of a roll call vote, with Directors Norton, Phares, Reilly and Tavantzis being absent.

**CONSIDERATION OF A RESOLUTION OF APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF RICARDO PEREZ AS A LEAD MECHANIC FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Vice Chairperson Keogh read the Resolution of Appreciation for Rick Perez. Tom Stickel presented the Perez family with a set of Rick's coveralls that Rick wore for 23 years while performing his duties as Mechanic.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ**

**Approve the Resolution of Appreciation and Remembrance for Rick Perez.**

**Motion passed by a unanimous voice vote with no opposition in lieu of a roll call vote, with Directors Norton, Phares, Reilly and Tavantzis being absent.**

**B. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

**Discussion:**

The following employees were acknowledged with a longevity certificate for their years of service:

**FIFTEEN YEARS**

Glenn Nabor, Bus Operator (Carried over from May Board Meeting)  
Richard Prudden, Bus Operator (Carried over from May Board Meeting)

**TWENTY-FIVE YEARS**

Lucere Whitney, Bus Operator

**9. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FY 03-04 FINAL BUDGET**

**Summary:**

Elisabeth Ross asked that the Board adopt the resolution approving the final budget for FY 03/04. Action would include Board member travel authorization, employee incentive program authorization, authorizing staffing level and approving the management salary plan.

**ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR HINKLE**

**Adopt a resolution approving the final budget for FY 03/04 as presented in Attachment B of the staff report; authorize Board member travel in FY 03/04 as described in Attachment C; approve the Employee Incentive Program as presented in Attachment D; authorize staffing levels as listed in Attachment G, and approve the management salary plan as listed in Attachment H.**

**Motion passed by a unanimous voice vote with no opposition in lieu of a roll call vote, with Directors Norton, Phares, Reilly and Tavantzis being absent.**

Director Rotkin expressed his thanks to Ms. Ross and the METRO staff for production of this budget. Director Keogh agreed with Director Rotkin and added that the quality of the budget is an example of the quality of the management staff of METRO.

10. A) **CONSIDERATION OF METRO USERS GROUP (MUG) OPERATIONS AND ORGANIZATIONAL STRUCTURE**

B) **CONSIDERATION OF METRO STAFFING LEVELS AND COSTS ASSOCIATED WITH EACH METRO ADVISORY GROUP, METRO USERS GROUP (MUG) AND METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) FOR FISCAL YEAR 2003/2004 (SUPPLEMENTAL)**

**Summary:**

Margaret Gallagher stated that in February 2003 the Board asked staff to prepare a report regarding concerns raised by Paul Marcelin as to the membership of the MUG and MASTF committees. Staff recommended to the Board that they return in August with various alternatives for the Board's consideration. The financial support given to the committees was reviewed and will include more detail in August. Staff will also include the cost of staff support to these committees, including benefits, in their report. The cost categories for both MUG and MASTF will be consistent.

**ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR ALMQUIST**

**Continue this item until August.**

Les White added that the reason staff is requesting more time is to allow them to discuss this with individual Board members regarding their expectations from these committees. Staff will also look at the role of an internal advocacy committee vs. an external one. Director Rotkin suggested that posters be installed inside the buses asking for input on the question of advisory groups, including a deadline to respond and contact phone or email information. Director Spence added that members of each committee should be treated equally; i.e. MASTF Executive Committee receives free bus passes while MUG does not.

**Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.**

11. **DELETED**

12. **CONSIDERATION OF RENAMING THE SANTA CRUZ METRO CENTER FACILITY "PACIFIC STATION"**

**Summary:**

Les White reported that as part of the redevelopment process of Metro Center, a name change is being requested. Congressman Sam Farr informed Mr. White that there is confusion on the federal level as to whether they were being asked for funds for Metro Center or MetroBase.

**ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR BEAUTZ**

**As part of the facility redevelopment project currently underway, rename the Santa Cruz Metro Center “Pacific Station”.**

Mr. White added that the renaming would be in conjunction with the grand opening of the renovated facility, however, there would be a six month ramp up time to allow sufficient time for the public to associate the new name of Pacific Station with the Metro Center facility. There was discussion of beginning immediately to associate the new and the old name in order to educate the public prior to the official name change.

**ACTION: AMENDMENT TO MOTION:**

**The physical changeover to the name “Pacific Station” will be associated with the final development. However, beginning immediately METRO should educate the public by using the new and old names in correspondence -- i.e. “Pacific Station/Metro Center”.**

**Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.**

13. DELETED

14. CONSIDERATION OF CALL STOP COMMITTEE PROCESS EFFECTIVENESS AND REVIEW OF LOCAL PLANNING PROCESS ALTERNATIVES

**Summary:**

Margaret Gallagher reported that in April 2003 members of the Call Stop Committee complained to the Board that the committee was dysfunctional. However, the committee did agree that the talking bus technology should call all the stops it is technologically able to. Bryant Baehr programmed the technology to call all the stops except for those that are closer than 600', at which time the technology alerts the passengers that a specific stop would not be called. All buses are currently programmed in this way except for the Highway 17 buses.

**Discussion:**

Due to the dysfunction of the Call Stop committee there was discussion of other options to receive input regarding call stops. Options mentioned were direct mailings, an accessible web page, public hearings.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR ROTKIN**

**Accept the staff report and look at other methods to obtain input on future issues.**

**Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.**

**15. CONSIDERATION OF REQUEST FROM COMMUNITY BRIDGES TO LEASE A PORTION OF THE PARKING LOT AT THE WATSONVILLE MAINTENANCE AND OPERATIONS FACILITY (MOF) FOR THE PURPOSE OF PARKING BUSES/VANS**

**Summary:**

Les White reported that he received a letter from Community Bridges requesting to lease the Sakata Lane site in Watsonville for parking of their vehicles. Staff is recommending that the Board not agree to this. Community Bridges indicated that they have other alternatives in mind and Mr. White suggested that METRO staff work with them to find another site that would be available to them on a long-term basis. Also, the Sakata Lane property will need to be liquidated to acquire additional funds for the MetroBase project.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ**

**Direct staff to indicate to Community Bridges that the Watsonville MOF lot is not available as a parking facility for Community Bridges vehicles.**

**Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.**

**16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE METROBASE PROJECT:**

**A) ACQUISITION AND RELOCATION ASSISTANCE SERVICES AGREEMENT WITH THE CITY OF SANTA CRUZ; AND**

**B) MEMORANDUM OF UNDERSTANDING BETWEEN SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND THE CITY OF SANTA CRUZ REGARDING METROBASE**

**Summary:**

Margaret Gallagher stated that the City of Santa Cruz approved agreements and issued a Resolution of Consent to allow Santa Cruz METRO to exercise its eminent domain authority. Staff is asking the Board to approve these agreements so METRO can move forward.

**Discussion:**

Director Rotkin added that the City is very concerned that the public and affected property owners be treated with the utmost concern and respect during this process.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ALMQUIST**

**Authorize the General Manager to execute two agreements in connection with the MetroBase Project: a) Acquisition and Relocation Assistance Services Agreement; and b) Memorandum of Understanding between Santa Cruz METRO and the City of Santa Cruz regarding MetroBase.**

**Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.**

**17. CONSIDERATION OF AWARD OF CONTRACT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE FINAL DESIGN AND ENGINEERING OF THE METROBASE PROJECT**

Postponed to a future Board meeting as announced by Vice Chairperson Keogh at the beginning of the meeting. Director Keogh asked that the person causing the delay be informed that some of this delay time will be made up during the design time.

**18. CONSIDERATION OF AMENDMENT OF CONTRACT WITH ROMA DESIGN GROUP FOR URBAN DESIGN CONSULTANT SERVICES ON THE METRO CENTER MIXED USE REDEVELOPMENT PROJECT**

**Summary:**

Tom Stickel informed the Board that staff is looking for a time extension only on the Roma Design contract. This additional one year would allow Roma Design to wrap up details that need to be finished. There is no additional cost.

**ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR ROTKIN**

**Authorize the General Manager to extend the contract for one additional year with Roma Design Group for urban design consultant services for the Santa Cruz METRO Center Mixed Use Redevelopment Project.**

Director Ainsworth asked that Roma Design change their paperwork to reflect the new name of "Pacific Station".

**Motion passed unanimously with Directors Norton, Phares, Reilly and Tavantzis being absent.**

**19. MOVED TO CONSENT AGENDA AS ITEM 7-23**

**20. MOVED TO CONSENT AGENDA AS ITEM 7-24**

**21. MOVED TO CONSENT AGENDA AS ITEM 7-25**

**22. MOVED TO CONSENT AGENDA AS ITEM 7-26**

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

Margaret Gallagher stated that the cases of Parker vs. Santa Cruz METRO, Gouveia vs. Santa Cruz METRO and Adams vs. Santa Cruz METRO would be discussed in Closed Session. She also noted that there is a special Closed Session scheduled for 11:00 a.m.

**24. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION**

None

**SECTION II: CLOSED SESSION**

Vice Chairperson Keogh adjourned to Closed Session at 10:11 a.m. and reconvened to Open Session at 10:36 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**25. REPORT OF CLOSED SESSION**

Margaret Gallagher stated there was nothing to report at this time.

**ADJOURN**

There being no further business, Vice Chairperson Keogh adjourned the meeting at 10:37 a.m.

Respectfully submitted,

Dale Carr  
Administrative Services Coordinator

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

DATE: 06/01/03 THRU 06/30/03

CHK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
9586506/01/03		-400.00	047 HALPERN M.D., STEPHEN J. VOID CHECK		83037	VOID CHECK	-400.00	PRE-PAID
9587706/01/03		-400.00	047A HALPERN M.D., STEPHEN J. VOID CHECK		83038	VOID CHECK	-400.00	PRE-PAID
998606/06/03		10,000.00	001316 DEVCO OIL MAY FUEL PARTIAL		82747	MAY FUEL PARTIAL	10,000.00	MANUAL
9989 06/10/03		69,350.91	001316 DEVCO OIL		82748	MAY FUEL BALANCE DUE	69,350.91	
9990 06/13/03		592.04	001 SBC		82749	JUN LINE - IT	592.04	
9991 06/13/03		9,830.58	001043 VISION SERVICE PLAN		82750	JUN VISION INSURANCE	9,830.58	
9992 06/13/03		197.70	001063 NEW FLYER INDUSTRIES LIMITED		82751	REV VEH PARTS 198	197.70	
9993 06/13/03		4,158.56	001230 CAPITOL CLUTCH & BRAKE, INC.		82752	REV VEH PARTS	4,158.56	
9994 06/13/03		183.63	001315 WASTE MANAGEMENT OF SC CO		82753	MAY MT HERMON/KINGS	41.60	
					82754	MAY KINGS VILLAGE	142.03	
9995 06/13/03		845.00	001365 BORTNICK, ROBERT S. & ASSOC.		82755	INVESTIGATIVE SVCS	845.00	
9996 06/13/03		1,963.48	001433 MOORE MATERIAL HANDLING GROUP		82756	OUT REPAIR TRACTOR	524.31	
					82757	OUT REPAIR FORKLIFT	1,439.17	
9997 06/13/03		825.00	001492 EVERGREEN OIL INC.		82758	HAZ WASTE DISPOSAL	825.00	
9998 06/13/03		284.00	001523 SANTA CRUZ MEDICAL CLINIC		82759	APR MEDICAL EXAMS	284.96	
9999 06/13/03		535.95	001711 MOHAWK MFG. & SUPPLY CO.		82760	REV VEH PARTS 49	48.66	
					82761	REV VEH PARTS 205	205.29	
					82762	REV VEH PARTS 282	282.00	
0000 06/13/03		4,421.37	001745 HARTFORD LIFE		82753	JUN LIFE/AD&D INS	4,421.37	
0001 06/13/03		187,704.59	991752 COMMUNITY BRIDGES		82764	APR ADA PARATRANSIT	187,704.59	
0002 06/13/03		1,382.07	001800 THERMO KING O F SALINAS, INC		82765	OUT REPAIR/#8100	1,382.07	
0003 06/13/03		445.45	001936 MCI		82766	MAY LONG DISTANCE	445.45	
0004 06/13/03		371.01	001976 SPORTWORKS NORTHWEST, INC.		82767	REV VEH PARTS 360	371.91	
0005 06/13/03		2,104.47	001A PACIFIC BELL/WORLDCOM		82758	MAY PHONE LINE	91.01	
					82769	MAY PHONES	2,013.46	
0006 06/13/03		289.66	002028 WESTCOAST LEGAL SERVICE		82770	PROF/TECH SVCS	289.66	
0007 06/13/03		574.52	002065 COSTCO		82771	PHOTO PROCESS/OPS	14.15	
					82772	PHOTO PROCESS/OPS	28.27	
					82773	SUMMER BID CHANGE	532.19	
0008 06/13/03		5,863.37	002106 AMERICAN SUPPLY COMPANY		82774	CLEANING SUPPLIES	5,863.37	
0009 06/13/03		3,105.00	002143 TOXSCAN, INC.		82775	STORM WATER ANALYSIS	3,105.00	
0010 06/13/03		1,073.53	002207 T.Y. CUSTOM DESIGN		82776	UNIFORMS-PATCHES/OPS	1,073.53	
0011 06/13/03		2,000.00	002267 SHAW & YODER, INC.		82777	APR LEGISLATIVE SVCS	2,000.00	
0012 06/13/03		11,691.80	002287 CALIFORNIA SERVICE EMPLOYEES		82778	JUN MEDICAL	11,691.80	
0013 06/13/03		3,750.00	002346 CHANEY, CAROLYN & ASSOC., INC.		82779	JUN LEGISLATIVE SVCS	3,750.00	
0014 06/13/03		135.00	002380 MOBILE STORAGE GROUP, INC.		82780	5/5-6/2 CONTAINER	135.00	
0015 06/13/03		493.32	002458 EASTERDAY JANITORIAL SUPPLY		82781	CLEANING SUPPLIES	493.32	
0016 06/13/03		784.05	002474 ELECTRICAL DISTRIBUTORS CO.		82782	SMC SIGNAGE LIGHTS	784.05	
0017 06/13/03		32.00	002547 DEPARTMENT OF JUSTICE		82783	APR FINGERPRINTS	32.00	
0018 06/13/03		1,255.83	002627 CDW GOVERNMENT, INC.		82784	3 MONITORS/SUPPLIES	1,255.83	
0019 06/13/03		164.95	002639 NEXTEL COMMUNICATIONS		82785	4/26-5/25 PHONES	164.95	
0020 06/13/03		51.90	002687 B & B SMALL ENGINE REPAIR		82786	AIR FILTERS/HEX NUTS	51.90	
0021 06/13/03		1,070.67	002713 SANTA CRUZ AUTO TECH, INC		82787	OUT REPAIR/#8025	493.39	
					82788	OUT REPAIR/#8022	577.28	
0023 06/13/03		12,750.19	009 PACIFIC GAS & ELECTRIC		82789	5/1-5/30 RODRIGUEZ	1,391.08	
					82790	5/1-5/30 RODRIGUEZ	26.14	
					82791	4/29-5/28 SAKATA LN	10.31	

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

DATE: 06/01/03 THRU 06/30/03

CHECK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				82792	5/2-6/3 HARVEY WEST	44.93
				82793	5/2-6/3 GOLF CLUB	2,184.91
				82794	5/2-6/3 RIVER ST	2,365.09
				82795	5/2-6/3 111 DUBOIS	978.19
				82796	5/2-6/3 111 DUBOIS	335.00
				82797	5/2-6/3 RIVER ST	72.69
				82798	5/2-6/3 370 ENC	3,166.20
				82799	5/2-6/3 370 ENC	123.00
				82800	4/29-5/28 SAKATA LN	10.65
				82801	5/1-5/30 BEACH ST	118.73
				82802	5/7-6/5 PACIFIC	1,269.53
				82803	5/7-6/5 PACIFIC	527.65
				82804	5/7-6/5 PACIFIC	126.09
0024	06/13/03	1,132.34	013 MCI SERVICE PARTS, INC.	82805	REV VEH PARTS	246.14
				82806	REV VEH PARTS	886.20
0025	06/13/03	358.81	020 APTSECURITYSYSTEMS	82807	MAY/JUN ADD CNG	9.33
				82808	JUN ALARMS	349.48
0026	06/13/03	1,288.79	023 PACIFIC TRUCK PARTS, INC.	82809	PARTS & SUPPLIES	1,288.79
0027	06/13/03	425.71	036 KELLY-MOORE PAINT CO INC.	82810	WTC REPAINT INSIDE	426.71
0028	06/13/03	1,169.29	039 KINKO'S INC.	82811	MAY PRINTING	1,169.29
0029	06/13/03	2,925.32	041 MISSION UNIFORM	82812	MAY UNIFORMS/LAUNDRY	539.52
				82813	MAY UNIFORMS/LAUNDRY	2,385.80
0030	06/13/03	21.47	042 ORCHARD SUPPLY HARDWARE	82814	MICS SUPPLIES	21.47
0031	06/13/03	4,302.61	043 PALACE ART & OFFICE SUPPLY	82815	OFFICE SUPPLIES	4,302.61
0032	06/13/03	40.72	045 ROYAL WHOLESALE ELECTRIC	82816	FLUOR LAMPS/TOOLS	40.72
0033	06/13/03	745.43	061 REGI STERPAJARONIAN	82817	DISPLAY ADS	745.43
0034	06/13/03	896.58	068 UNITED LABORATORIES	82818	CLEANING SUPPLIES	896.58
0035	06/13/03	59.11	074 KENVILLE & SONS LOCKSMITH	82819	MAY LOCKS/KEYS	59.11
0036	06/13/03	418.41	075 COAST PAPER & SUPPLY INC.	82820	CLEANING SUPPLIES	418.41
0037	06/13/03	14,656.80	085 DIXON & SON TIRE, INC.	82821	OUT REPAIR REV VEH	648.06
				82822	MAY TIRES/TUBES	14,008.74
0038	06/13/03	449,999.52	086 MEW FLYER OF AMERICA	82823	RETENTION/PMT #3	449,999.52
0039	06/13/03	410.50	090 CRYSTAL SPRINGS WATER CO.	82824	MAY WATER FLEET	410.50
0040	06/13/03	240.58	107 SAN LORENZO LUMBER CO., INC.	82825	REPAIRS/MAINTENANCE	240.58
0041	06/13/03	562.24	117 GILLIG CORPORATION	82826	REV VEH PARTS	562.24
0042	06/13/03	7,468.44	134 DAY WIRELESS SYSTEMS	82827	MAY OUT REPAIR EQUIP	7,468.44
0043	06/13/03	856.51	135 SANTA CRUZ AUTO PARTS, INC.	82828	REV VEH PARTS/SUPPLY	856.51
0044	06/13/03	529.72	149 SANTA CRUZ SENTINEL	82829	MAY ADVERTISING	521.72
0045	06/13/03	1,247.40	156 PRINT GALLERY, THE	82830	PRINT ROUTE STICKERS	1,247.40
0046	06/13/03	32.44	172 CENTRAL WELDER'S SUPPLY, INC.	82831	PARTS & SUPPLIES	32.44
0047	06/13/03	2,234.33	191 GOLDEN GATE PETROLEUM	82832	MAY FUEL - FLEET	2,234.33
0048	06/13/03	40.00	271 CARLSON, BRENT D., M.D., INC.	82833	JUN DRUG TESTING	40.00
0049	06/13/03	355.37	282 GRAINGER INC. W.W.	82834	REPAIRS/MAINTENANCE	355.37
0050	06/13/03	187.40	268 MUNCIE TRANSIT SUPPLY	82835	REV VEH PARTS	173.06
				82836	REV VEH PARTS	14.34
0051	06/13/03	706.05	239 PRISM PHOTOGRAPHICS, INC.	82837	BUS STOP ROUTE SIGNS	706.05
0052	06/13/03	1,018.09	294 ANDY'S AUTO SUPPLY	82838	REV VEH PARTS/SUPPLY	1,018.09
0053	06/13/03	48.21	372 FEDERAL EXPRESS	82839	MAY MAILINGS	48.21
0054	06/13/03	3,802.34	378 STEWART & STEVENSON	82840	REV VEH PARTS	1,427.18
				82841	REV VEH PARTS	2,375.16

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 06 01/03 THRU 06/30/03

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS TYPE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
0055	06/13/03	610.00	384 DIRECT SAFETY COMPANY	82842	PARTS & SUPPLIES 610	610.00	
0056	06/13/03	164.04	434 VERIZON WIRELESS-PAGERS	82843	JUN PAGERS	164.04	
0057	06/13/03	52.85	434B VERIZON CALIFORNIA	82844	MT. BIEWLASKI	52.85	
0058	06/13/03	128.41	436 WEST GROUP PAYMENT CTR	82845	APR ACCESS CHGS	128.41	
0059	06/13/03	2,258.82	448 UNISOURCE	82846	CLEANING SUPPLIES	2,258.82	
0060	06/13/03	1,279.80	480 DIESEL MARINE ELECTRIC	82847	REV VEH PARTS	1,279.80	
0061	06/13/03	160.00	481 PIED PIPER EXTERMINATORS, INC.	82848	MAY PEST CONTROL	160.00	
0062	06/13/03	21,824.92	500 PAIGE'S SECURITY SERVICES, INC	82849	MAY SECURITY	21,824.92	
0063	06/13/03	52.75	504 CUMMINS WEST, INC.	82850	REV VEH PARTS	52.75	
0064	06/13/03	207.37	592 R & S ERECTION OF	82851	REPAIR DOOR GOLF CLB	207.37	
0065	06/13/03	10.00	632 GOVERNMENT FINANCE OFFICERS	82852	NEG/COST LBR CNTRTS	10.00	
0066	06/13/03	8,750.00	683 TRISTAR RISK MANAGEMENT	82853	JUN WC SVC FEE	8,750.00	
0067	06/13/03	91.72	698 HOLIDAY INN EXPRESS	82854	CONF #62521383	91.72	
0068	06/13/03	846.80	733 CLAREMONT BEHAVIORAL SERVICES	82855	JUN EAP PREMIUM	846.80	
0069	06/13/03	361.32	788 SCMTD PETTY CASH - FINANCE	82856	PETTY CASH/FINANCE	361.32	
0070	06/13/03	32,706.67	800 DELTA DENTAL PLAN	82857	JUN DENTAL	32,706.67	
0071	06/13/03	13,795.00	804 ORTHOPAEDIC HOSPITAL	82858	APR PROF/TECH SVCS	13,795.00	
0072	06/13/03	1,636.62	809 IBM CORPORATION	82859	SW MAINT 12/02-6/03	1,636.62	
0073	06/13/03	284.94	819 MONEY SYSTEMS TECHNOLOGY, INC.	82860	REPR COIN SORTER 100	284.94	
0074	06/13/03	129.49	848 SANTA CRUZ ELECTRONICS	82861	OFFICE SUPPLIES/IT	129.49	
0075	06/13/03	2,032.58	851 I.M.P.A.C. GOVERNMENT SERVICES	82862	4055019201230522	2,032.58	
0076	06/13/03	2,441.79	852 LAW OFFICES OF MARIE F. SANG	82863	WORKERS COMP MISC	630.00	
				82864	WORKERS COMP CLAIM	1,811.79	
0077	06/13/03	6,500.00	853 ZELLER APPRAISAL SERVICES, INC	82865	APPRAISAL/BREYHOUND	6,500.00	
0078	06/13/03	2,661.44	903 KEYSER MARSTON ASSOCIATES, INC	82866	APR PROF SVCS	2,661.44	
0079	06/13/03	570.00	950 PARADISE LANDSCAPE	82867	MAY MAINTENANCE	570.00	
0080	06/13/03	9,701.81	975 TRISTAR RISK MANAGEMENT NO. 2	82868	MAY TRUST ACCOUNT #2	19,701.81	
0081	06/13/03	43.37	E 387 FLAGG, PAULA R.	82871	LOCAL MEETING EXP	43.37	
0082	06/13/03	40.00	E271 BAUER, FRANK	82869	FTA SYS SAFETY ADVNC	40.00	
0083	06/13/03	10.00	E277 MURRAY, CYNTHIA	82870	VTT FEES	10.00	
0084	06/13/03	63.34	E495 WHITE, LES	82872	OFFICE SUPPLY/ADMIN	27.05	
				82873	CTA LEGISLATIVE CONF	36.29	
0085	06/13/03	731.74	R400 BERAN, KATHY	82874	SETTLEMENT CLAIM	731.74	
0086	06/20/03	726.00	080 STATE BOARD OF EQUALIZATION	82875	5/1-6/15 USE TAX	726.00	
0087	06/20/03	269.00	507 LORNA EDUCATION SERVICES	82876	REGISTRATION WC 6/24	269.00	
0088	06/20/03	369.89	630 SAFEWAY	82877	END OF YEAR BBQ/OPS	369.89	
0089	06/20/03	200.00	E404 WILSON, BONNIE	82878	END OF YEAR BBQ/OPS	200.00	
0090	06/27/03	477.16	001 SBC	82879	JUN PHONE LINES	85.55	
				82880	JUN PHONE LINES	391.61	
0091	06/27/03	950.00	001016 ALLARD'S SEPTIC SERVICE, INC.	82881	HAZ WASTE DISPOSAL	950.00	
0092	06/27/03	22,934.95	001063 NEW FLYER INDUSTRIES LIMITED	82882	REV VEH PARTS 1788	1,788.10	
				82883	REV VEH PARTS 150	149.97	
				82884	REV VEH PARTS 16	16.35	
				82885	REV VEH PARTS 5006	5,005.98	
				82886	REV VEH PARTS 3963	3,962.84	
				82887	REV VEH PARTS 3708	3,707.80	
				82888	REV VEH PARTS 2618	2,617.58	
				82889	REV VEH PARTS 174	174.11	
				82890	REV VEH PARTS 1262	1,262.15	
				82891	REV VEH PARTS 3659	3,658.79	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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CHECK SER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
				82892	REV VEH PARTS 591	591.28	
0093	06/27/03	1,407.05	001119 MACERICH PARTNERSHIP LP	82893	JUL - CAPITOLA MALL	1,407.05	
0094	06/27/03	2,099.00	001257 DOMINICAN HOSPITAL OF S C	82894	MAR DRUG TESTING	749.00	
				82895	APR DRUG TESTING	629.00	
				82896	MAY DRUG TESTING	721.00	
0095	06/27/03	363.10	001433 MOORE MATERIAL HANDLING GROUP	82897	OUT REPAIR/#702	363.10	
0096	06/27/03	706.00	001523 SANTA CRUZ MEDICAL CLINIC	83036	MAY MEDICAL EXAMS	706.00	
0097	06/27/03	365.47	001704 SURTEC SYSTEM, INC.	82898	CLEANING SUPPLIES	365.47	
0098	06/27/03	54.00	001710 ACCURATE RUBBER STAMP CO.	82899	RUBBER STAMPS/MET	54.00	
0099	06/27/03	6,970.33	001799 DILLINGHAM TICKET CO.	82900	PRINT DAY PASSES	3,512.57	
				82901	PRINT DAY PASSES	3,457.76	
0100	06/27/03	323.82	001976 SPORTWORKS NORTHWEST, INC.	82902	REV VEH PARTS 320	323.82	
0101	06/27/03	431.01	002028 WESTCOAST LEGAL SERVICE	82903	PROF/TECH SVCS	431.01	
0102	06/27/03	935.90	002063 COSTCO	82904	PHOTO PROCESS/OPS	17.22	
				82905	LOCAL MEETING EXP	21.59	
				82906	END OF YEAR BBQ/OPS	227.41	
				82907	PHOTO PROCESS/OPS	18.85	
				82908	PHOTO PROCESS/OPS	21.64	
				82909	PHOTO PROCESS/OPS	26.78	
				82910	PHOTO PROCESS/OPS	42.46	
				82911	PHOTO PROCESS/OPS	25.29	
				82912	PHOTO PROCESS/OPS	24.53	
				82913	PHOTO PROCESS/RISK	8.22	
				82914	PHOTO PROCESS/OPS	23.73	
				82915	END OF YEAR BBQ/OPS	478.18	
0103	06/27/03	802.14	002094 TRANSIT CARE, INC.	82916	REV VEH PARTS	802.14	
0104	06/27/03	30,661.16	002116 HINSHAW, EDWARD & BARBARA	82917	JUL - 120 DUBOIS	6,248.32	
				82918	JUL - 370 ENCINAL	24,412.84	
0105	06/27/03	10,676.78	002117 IULIANO N	82919	JUL - 111 DUBOIS	10,676.78	
0106	06/27/03	569.89	002278 CHEMSEARCH	82920	FUREWASH SYSTEMS	569.89	
0107	06/27/03	407.70	002313 HARTSELL & OLIVIERI	82921	TRANSCRIPTS	407.70	
0108	06/27/03	320.44	002372 LINCOLN WELDING	82922	OUT REPAIR/#8077	1,320.44	
0109	06/27/03	99.90	002411 BIG O T RE	82923	OUT REPAIR/#8018	49.95	
				82924	OUT REPAIR/#8025	49.95	
0110	06/27/03	325.00	002415 SOLARI RANCH	82925	MOF WEED ABATEMENT	325.00	
0111	06/27/03	1,441.03	002504 TIFCO INDUSTRIES	82926	PARTS & SUPPLIES	1,441.03	
0112	06/27/03	1,000.50	002505 DTSC	82927	DTSC/111 DUBOIS ST	243.00	
				82928	DTSC/25 SAKATA LN	225.00	
				82929	DTSC/138 GOLF CLUB	277.50	
				82930	DTSC/1200 RIVER ST	255.00	
0113	06/27/03	2,950.72	002610 FREDERICK ELECTRONICS CORP.	82931	JUL - 375 ENCINAL	2,374.72	
				82932	JUL - ADDTL SPACE	576.00	
0114	06/27/03	12,000.00	002624 DIGITAL RECORDERS	82933	STEALTHMIC 12000	12,000.00	
0115	06/27/03	2,000.00	002634 PITNEY BOWES PURCHASE POWER	82934	POSTAGE FOR METER	2,000.00	
0116	06/27/03	300.00	002683 TRUCK-TRAILER-TRANSIT	82935	REV VEH PARTS 300	300.00	
0117	06/27/03	1,593.72	002713 SANTA CRUZ AUTO TECH, INC	82936	OUT REPAIR/#8018	1,048.93	
				82937	OUT REPAIR/#907	268.44	
				82938	OUT REPAIR/#907	276.30	
0118	06/27/03	311.88	009 UNITED PARCEL SERVICE	82939	APR/MAY/JUN FRT OUT	311.88	
0119	06/27/03	15,311.77	009 PACIFIC GAS & ELECTRIC	82940	5/2-6/2 GOLF CLUB	259.87	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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					82941	5/13-6/11 KINGS VLG	755.52	
					82942	5/13-6/11 KINGS VLG	300.12	
					82943	5/13-6/11 KINGS VLE	16.17	
					82944	5/16-6/14 PAUL SWT	101.26	
					82945	4/30-5/31 CNS/G RVR	8,057.65	
					82946	1/14-6/12 CNS/E RVR	5,821.18	
0120	06/27/03	520.25	013	MCI SERVICE PARTS, INC.	82947	REV VEH PARTS	392.80	
					82948	REV VEH PARTS	121.45	
0121	06/27/03	2,489.92	018	SALINAS VALLEY FORD SALES	82949	REV VEH PARTS	2,489.92	
0122	06/27/03	365.00	020	ADT SECURITY SYSTEMS	82950	GATE VALVE PROBLEM	105.00	
					82951	DRABER ALARM TO CNS	260.00	
0123	06/27/03	74.19	061A	REGISTER PAJARONIAN	82952	CLASSIFIED AD	74.19	
0124	06/27/03	100.00	067	ROTO-ROOTER SEWER/PLUMBING	82953	OUT REPAIR BLDGS/IMP	100.00	
0125	06/27/03	52.58	079	SANTA CRUZ MUNICIPAL UTILITY	82954	MAY LANDFILL	52.58	
0126	06/27/03	293.54	104	STATE STEEL COMPANY	82955	PARTS & SUPPLIES	11.88	
					82956	REV VEH PARTS	191.46	
0127	06/27/03	384.53	117	BILLIG CORPORATION	82957	REV VEH PARTS	384.53	
0128	06/27/03	\$4.75	130	WATSONVILLE CITY WATER DEPT.	82958	5/1-6/1 SAKATA LN	13.09	
					82959	5/1-6/1 RODRIGUEZ	9.25	
					82960	5/1-6/2 SAKATA LN	72.42	
0129	06/27/03	219.08	131	CUMMINS-ALLISON CORP.	82961	MAINT AGREEMENT	219.08	
0130	06/27/03	300.78	147	ZEE MEDICAL SERVICE	82962	SAFETY SUPPLIES	196.83	
					82963	SAFETY SUPPLIES	103.95	
0131	06/27/03	785.81	166	HOSE SHOP, INC., THE	82964	REV VEH PARTS/SUPPLY	785.81	
0132	06/27/03	1,648.62	170	TOWNSEND'S AUTO PARTS	82965	REV VEH PARTS/SUPPLY	1,648.62	
0133	06/27/03	32.44	172	CENTRAL WELDER'S SUPPLY, INC.	82966	PARTS & SUPPLIES	32.44	
0134	06/27/03	887.52	186	WILSON, GEORGE H., INC.	82967	RESTRM PARTITNS/MET	997.52	
0135	06/27/03	1,561.57	191	GOLDEN GATE PETROLEUM	82968	MAR FUEL - FLEET	1,561.57	
0136	06/27/03	1,160.10	215	IKON OFFICE SOLUTIONS	82969	FEB-JUN MAINT/OPS	1,160.10	
0137	06/27/03	2,558.62	221	VEHICLE MAINTENANCE PROGRAM	82970	REV VEH PARTS 2559	2,558.62	
0138	06/27/03	3,315.30	282	BRAINER INC. W.W.	82971	REV VEH PARTS/SUPPLY	3,315.30	
0139	06/27/03	400.95	289	PRISM PHOTOGRAPHICS, INC.	82972	REV BUS ROUTE SIGNS	349.29	
					82973	BUS STOP ROUTE SIGNS	60.75	
0140	06/27/03	74.59	378	STEWART & STEVENSON	82974	REV VEH PARTS	74.59	
0141	06/27/03	16.47	405	JOHN'S ELECTRIC MOTOR SVC	82975	BUS WASHER	16.47	
0142	06/27/03	3.73	418	COUNTY OF SANTA CRUZ	82976	CNS FUEL	3.73	
0143	06/27/03	2,206.03	433	AMPAC BUILDING MAINTENANCE	82977	MAY CUSTODIAL SVCS	2,206.03	
0144	06/27/03	94.13	435	WEST GROUP PAYMENT CTR	82978	MAY ACCESS CHGS	94.13	
0145	06/27/03	412.45	448	UNISOURCE	82979	CLEANING SUPPLIES	412.45	
0146	06/27/03	780.00	475	TRAPEZE SOFTWARE GROUP, INC.	82980	7/1-9/30 FLEET MATE	780.00	
0147	06/27/03	400.50	481	PIED PIPER EXTERMINATORS, INC.	82981	WTC PEST CNTRL	400.50	
0148	06/27/03	108.00	504	CUMMINS WEST, INC.	82982	REV VEH PARTS	108.00	
0149	06/27/03	191.92	510	ASCAM HASLER LEASING	82983	JUL EQUIP RENTAL	191.92	
0150	06/27/03	100.99	534	REGENTS OF UNIVERSITY OF CALIF	82984	CA GOVT TORT LIABILITY	100.99	
0151	06/27/03	417.24	565	ARROWHEAD MTN SPRING WATER	82985	MAY WATER ADMIN	318.11	
					82986	MAY WATER PLANG	101.73	
0152	06/27/03	581.00	616	BROWN ARMSTRONG	82987	AUDIT SERVICES	581.00	
0153	06/27/03	3,547.50	639	72 DEGREES	82988	STEAM CLEAN TENT	297.50	
					82989	HEATER 120 DUBOIS	3,250.00	
0154	06/27/03	31,180.84	547	GF; GENFARE	82990	REV VEH PARTS	264.04	

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					62991	QTY 4 FAREBOXES	30,916.80	
0155	06/27/03	384.91	BAY COUNTIES PITCOCK PETROLEUM		82992	FUEL - FLEET	384.91	
0156	06/27/03	55,325.00	J & S MAINTENANCE PROFESSIONAL		82993	NF BUS INSPECT SVCS	55,325.00	
0157	06/27/03	225.00	SALDANA, ERNESTINA		82994	PARACRUZ HEARINGS	225.00	
0158	06/27/03	1,200.30	ROSTER, KOBAYASHI & ASSOC INC		82995	PROF SVCS	1,200.30	
0159	06/27/03	5,775.00	STEINKE, GARY W., MD		82996	PROF/TECH SVCS	5,775.00	
0160	06/27/03	225.00	WRIGHT, LESLEY		82997	PARACRUZ HEARINGS	225.00	
0161	06/27/03	270.00	LOUIS AND RIPARETTI, INC.		82998	ROOF VENT/MET	270.00	
0162	06/27/03	900.00	BOUCHARD, BRENT		82999	JUL - VERNON LOT	900.00	
0163	06/27/03	12.00	BRENNAN, SALLY		83000	REFUND 6 PT TICKETS	12.00	
0164	06/27/03	3,961.30	CLASSIC GRAPHICS		83001	OUT REPAIR/#9825	2,519.74	
					83002	OUT REPAIR/#2206/36	1,441.56	
0165	06/27/03	218.95	NNT, INC.		83003	REPAIR IDATA CARD	218.95	
0166	06/27/03	5,702.88	FOLGER GRAPHICS		83004	PRINTING/HEADWAYS	5,702.88	
0167	06/27/03	494.89	A.L. LEASE COMPANY, INC.		83005	GUIDE ROSE	44.71	
					83006	REPAIRS/MAINTENANCE	450.18	
0168	06/27/03	150.78	PARADISE LANDSCAPE		83007	SPRINKLERS/SVTC	150.78	
0169	06/27/03	94,035.74	TRISTAR RISK MANAGEMENT NO. 2		83008	SPCL REPLENISHMENT	20,537.50	
					83999	JUNTRUSTACCOUNT	73,498.24	
0170	06/27/03	225.62	FLAGG, PAULA R.		83014	EMPLOYEE INCENTIVE	225.62	
0171	06/27/03	115.38	STICKEL, TOM		83011	ORION BUS INSPECT	115.38	
0172	06/27/03	90.00	ROSS, ELISABETH		83010	EMPLOYEE INCENTIVE	90.00	
0173	06/27/03	9.18	DELGADO, RAUDEL		83012	OTHERFRINGEBENEFIT	9.18	
0174	06/27/03	61.00	SLATER, ROBYN		83013	EMPLOYEE INCENTIVE	61.00	
0175	06/27/03	131.46	DORFMAN, MARK		83015	ORIONBUSINSPECT	131.46	
0176	06/27/03	296.00	HORTON, JOSEPH		83017	JUL MEDICAL PREMIUM	296.00	
0177	06/27/03	504.00	RACKLEY, EARL		83018	JUL MEDICAL PREMIUM	504.00	
0178	06/27/03	252.00	WYANT, JUDI		83019	JUL MEDICAL PREMIUM	252.00	
0179	06/27/03	252.00	ROSS, EMERY		83020	JUL MEDICAL PREMIUM	252.99	
0180	06/27/03	655.00	VAN DER ZANDE, ED		83021	JUL MEDICAL PREMIUM	655.00	
0181	06/27/03	496.00	BLAIR-ALWARD, GREGORY		83022	JUL MEDICAL PREMIUM	496.00	
0182	06/27/03	496.00	CAMPOS, ARVILLA		83023	JUL MEDICAL PREMIUM	496.00	
0183	06/27/03	825.00	FREEMAN, MARY		83024	JUL MEDICAL PREMIUM	825.00	
0184	06/27/03	288.00	SHORT, SLOAN		83025	JUL MEDICAL PREMIUM	288.00	
0185	06/27/03	88.00	LAWSON, LOIS		83026	JUL MEDICAL PREMIUM	88.00	
0186	06/27/03	88.00	ROSE, JACK		83027	JUL MEDICAL PREMIUM	88.00	
0187	06/27/03	288.00	JAHNKE, EILEEN		83028	JUL MEDICAL PREMIUM	288.00	
0188	06/27/03	88.00	HETH, KATHRYN		83029	JUL MEDICAL PREMIUM	88.00	
0189	06/27/03	44.00	HICKLIN, DONALD KENT		83030	JUL MEDICAL PREMIUM	44.00	
0190	06/27/03	44.00	PORTILLA, EARLENE		83031	JUL MEDICAL PREMIUM	44.00	
0191	06/27/03	44.00	SANDRETTI, ALFRED		83032	JUL MEDICAL PREMIUM	44.00	
0192	06/27/03	80.00	WILLIAMS, ROBERT		83033	JUL MEDICAL PREMIUM	80.00	
0193	06/27/03	28.00	BAKER, DALE		83034	JUL MEDICAL PREMIUM	28.00	
0194	06/27/03	94.86	CAPELLA, KATHLEEN		83035	JUL MEDICAL PREMIUM	94.86	
0195	06/27/03	241.11	SHEA, TERRY		83016	SETTLEMENT CLAIM	241.11	
SL		1,311,166.74	COAST COMMERCIAL BANK			TOTAL CHECKS 209	1,311,166.74	

**Santa Cruz METRO  
June 2003 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	Faculty	Day Pass	Riders	W/C	Day Pass					
10	\$ 1,730.17	17,344	11,281	2,714	29	55	22	17	184	698	1,439		
13	\$ 255.04	4,991	4,234	285	6	5	2	-	43	128	179		
15	\$ 998.43	16,624	13,796	985	26	2	3	7	142	373	721		
16	\$ 4,896.17	47,385	33,842	4,267	92	81	28	18	465	1,540	4,003		
19	\$ 1,606.95	14,502	9,680	1,579	47	46	8	27	128	482	1,577		
2	\$ 2,110.66	6,414	1,722	300	107	51	12	24	116	159	2,287		
3A	\$ 1,146.01	3,501	247	102	51	70	5	50	103	71	1,844		
3B	\$ 1,533.66	3,908	391	115	110	82	8	39	139	97	1,826		
3N	\$ 126.11	427	78	19	-	5	-	-	17	9	184		
3C	\$ 322.55	964	81	11	12	18	9	9	22	24	520		
4	\$ 1,359.10	6,413	255	57	41	146	30	59	72	113	4,316		
7	\$ 613.72	2,713	81	13	36	46	12	40	64	24	1,866		
7N	\$ 1,482.08	3,437	254	54	3	24	7	1	116	123	1,485		
8	\$ 221.26	696	54	20	5	11	1	6	27	10	354		
9	\$ 207.23	406	5	5	12	9	1	2	14	12	196		
12A	\$ 178.20	2,113	1,709	157	10	3	1	-	13	56	72		
12B	\$ 121.43	1,558	1,253	106	1	2	1	1	11	27	68		
20	\$ 96.10	2,360	1,996	166	3	2	-	-	11	38	96		
22	\$ 103.60	1,559	1,295	87	1	2	-	1	11	70	61		
31	\$ 2,352.35	4,272	84	42	78	59	9	37	127	214	1,739		
32	\$ 845.41	1,542	39	27	13	27	10	1	51	53	581		
33	\$ 151.39	715	8	-	7	1	-	1	6	-	50		
34	\$ 147.50	267	3	2	1	-	-	-	1	4	108		
35	\$ 25,238.36	43,622	493	278	884	490	64	357	946	1,624	17,627		
36	\$ 241.27	598	26	32	17	22	1	3	15	11	279		
40	\$ 1,270.29	2,194	42	30	64	32	6	37	19	162	964		
41	\$ 1,002.62	1,887	199	83	18	15	-	14	48	253	551		
42	\$ 667.67	1,237	93	15	2	6	1	2	24	70	442		
52	\$ 630.10	1,420	14	19	10	82	10	25	70	19	668		
53	\$ 386.34	812	8	4	15	24	46	25	24	38	424		
54	\$ 553.75	1,347	9	2	15	29	4	13	245	78	535		
55	\$ 1,399.40	3,630	24	12	49	84	30	31	392	136	1,873		
56	\$ 238.26	613	3	-	6	14	1	7	23	17	364		
58	\$ 85.94	257	3	-	-	-	-	-	9	8	161		
59	\$ 15.11	33	-	-	-	6	-	-	3	-	12		
60	\$ 16.50	50	-	1	1	-	-	-	12	-	23		
63	\$ 148.95	256	2	1	7	23	13	16	11	6	99		
65	\$ 4,250.95	9,498	308	172	139	199	101	145	249	236	4,610		
66	\$ 10,072.85	19,486	638	272	433	275	230	187	615	458	8,366		
67	\$ 5,393.38	10,888	578	178	243	191	61	71	357	386	4,630		
69	\$ 7,567.49	16,579	1,133	460	307	292	70	145	538	585	7,095		
69A	\$ 13,177.90	23,764	708	327	368	417	127	222	527	847	8,961		
69N	\$ 1,724.76	3,983	302	71	8	37	32	3	242	176	1,625		
69W	\$ 16,074.94	30,011	797	395	428	443	173	196	1,794	994	11,057		
70	\$ 363.15	1,013	28	5	7	16	6	9	335	36	282		
71	\$ 53,227.10	92,785	1,533	898	1,110	1,760	396	787	4,123	2,841	32,577		
72	\$ 7,113.88	9,783	8	27	207	179	18	70	129	200	2,817		
73	\$ 5,087.98	7,310	6	14	89	270	65	145	56	52	2,191		
75	\$ 8,880.41	12,333	2	7	135	256	64	145	176	196	3,362		
78	\$ 118.83	155	-	-	-	10	1	5	-	1	39		
79	\$ 1,650.18	2,644	1	-	42	140	14	59	29	26	1,003		
91	\$ 3,961.08	7,105	216	197	186	70	11	43	524	358	2,208		
Unknown	\$ 188.64	211	19	1	2	5	2	1	-	-	27		
<b>TOTAL</b>	<b>\$ 193,353.20</b>	<b>449,615</b>	<b>89,581</b>	<b>14,614</b>	<b>5,483</b>	<b>6,134</b>	<b>1,716</b>	<b>3,103</b>	<b>13,418</b>	<b>14,139</b>	<b>140,444</b>		

ROUTE	REVENUE	RIDERSHIP	VTA/SC		17		S/D	W/C	None	ECO	Bike	Monthly
			Day Pass	CalTrain	Day Pass	Riders						
17	\$ 8,366.94	9,081	10	24	104	298	1	46	216	473	6,122	

RIDERSHIP	
Night Owl	1,036
Holiday Shuttle	-
<b>TOTAL</b>	<b>1,036</b>

<b>June Ridership</b>	<b>459,732</b>
<b>June Revenue</b>	<b>\$ 201,819.24</b>

**BUS OPERATOR LIFT TEST \*PULL-OUT\* (ACCESSIBLE FLEET ONLY)**

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	2	5	3	2	3	100%
FLYER/LOW FLOOR - 40'	12	2	10	7	3	7	100%
FLYER/LOW FLOOR - 35'	18	2	16	12	4	12	100%
FLYER/HIGH FLOOR - 35'	15	4	11	8	3	8	100%
GILLIG/SAM TRANS - 40'	10	8	2	1	1	1	100%
DIESEL CONVERSION - 35'	15	4	11	10	1	10	100%
DIESEL CONVERSION - 40'	14	2	12	9	3	9	100%
GMC/HIGHWAY 17 - 40'	8	2	6	2	4	2	100%
CHAMPION	4	1	3	2	1	2	100%
TROLLEY	1	0	1	1	0	1	100%
CNG NEW FLYER - 40'	8	1	7	6	1	6	100%

Service Interruption Summary Report  
Lift Problems  
06/01/2003 to 06/30/03

<b>AM Peak Hour/Mile</b>	<b>Midday Hour/Mile</b>	<b>PM Peak Hour/Mile</b>	<b>Other Hour/Mile</b>	<b>Weekday Hour/Mile</b>	<b>Saturday Hour/Mile</b>	<b>Sunday Hour/Mile</b>
00:00/0	00:00/00.00	00:00/0	00:00/0	00:00/00.00	00:00/0	00:00/0

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## PASSENGER LIFT PROBLEMS

MONTH OF JUNE, 2003

BUS #	DATE	DAY	REASON
2207CG	14-Jun	SATURDAY	Kneel won't lift on right
2210CN	5-Jun	THURSDAY	Kneel & lift ramp are not working
2210CN	6-Jun	FRIDAY	Kneel function is delayed
2219CN	19-Jun	THURSDAY	Kneel is slow to respond
2221CN	19-Jun	THURSDAY	Ramp will periodically stick
2221CN	20-Jun	FRIDAY	W/C ramp wouldn't stow, had to manually stow
2233CN	10-Jun	TUESDAY	Kneel hesitates to long before lowering
2235CN	11-Jun	WEDNESDAY	Kneel not working
2235CN	17-Jun	TUESDAY	Ramp motor squeeks and had trouble closing
8110C	10-Jun	TUESDAY	Lift will not deploy
9811LF	25-Jun	WEDNESDAY	Kneel switch got stuck
9865LF	24-Jun	TUESDAY	Ramp doesn't return to storage position flat in floor

F New Flyer  
G Gillig  
C Champion  
LF Low Floor Flyer  
GM GMC  
CG CNG  
CN SR855 & SR854

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

GOVERNMENT TORT CLAIM



RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Anita Herzog Received: 07/09/03 Claim #: 03-0022  
Date of Incident: 04/24/03 Occurrence Report No.: SC 04-03-13

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

- 1. Deny the claim.
- 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. Approve the claim in the amount of \$\_\_\_ and reject it as to the balance, if any.

By *Margaret Gallagher*  
Margaret Gallagher  
DISTRICT COUNSEL

Date: July 10, 2003

I, Dale Carr, 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 July 25, 2003.

\_\_\_\_\_  
Dale Carr  
Recording Secretary

\_\_\_\_\_  
Date

MG/hp

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117  
METRO OnLine at <http://www.scmtd.com>

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

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: ANITA HERZOG  
Claimant's Address/Post Office Box: #276 222 COLUMBIA ST.  
SANTA CRUZ CA 95060

Claimant's Phone Number: 831 427 0574  
2. Address to which notices are to be sent: A BOVE

3. Occurrence: BUS DUE AT 3:14 NEAR SAFEWAY (3A) NEVER CAME  
Date: EARLY APRIL Time: 3:14-3:45 Place: WAITING FOR BUS AT FIRE DEPT  
Circumstances of occurrence or transaction giving rise to claim: I WAITED ON THE BENCH  
OUTSIDE FIRE DEPT - WAS A VERY WINDY COLD DAY - I FELT VERY  
W HILLED BUT DIDN'T WANT TO MISS THE BUS. FINALLY - AFTER 30 OR 45  
MINUTES I WENT INTO SAFEWAY TO WARM UP. THEN TOOK THE BUS THAT  
CAME AROUND 4:15 WHY DIDN'T A SUPERVISOR RIDE TO BUS STOPS?

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: I BECAME VERY ILL - WAS SICK FOR OVER A MONTH  
WITH NO VOLUME, SEVERE PNOUGHING NEEDED CHEST XRAY  
MEDICARE PAARD PAID MY BILLS

5. Name or names of public employees or employees ~~causing injury, damage, or loss, if known:~~  
= ERT HAS A TELEPHONE TAP.

6. Amount claimed now..... \$ BUS PASS FOR AUG  
Estimated amount of future loss, if known..... \$ \_\_\_\_\_  
TOTAL..... \$ \_\_\_\_\_

7. Basis of above computations: I WAS S. ON THE MONTH OF ~~APRIL~~ APRIL  
AND COULD NOT USE THE MONTHLY PASS) HAD BOUGHT  
BECAUSE OF THE BUS THAT NEVER CAME  
Anita Herzog DATE July 5 03

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

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

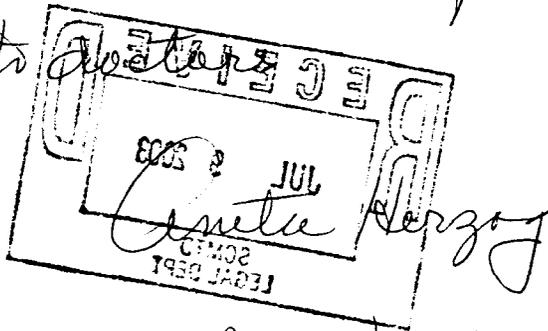
July 7 03

Metro legal dept

According to a letter from Margaret Gallagher the date of the incident is written 4/24/03.

This is incorrect. The incident occurred Apr. 4, 03 - see letter dated May 12 from Brent Baehr re cause of my illness.

Also see dates of my visits to ~~Dr. Baehr~~



This is not a claim for personal injury - it is a claim for illness contracted because of a long wait in cold windy weather for a bus that never came



# Medicare Summary Notice

449838734

Page 1 of 2

May 19, 2003

**CUSTOMER SERVICE INFORMATION****Your Medicare Number: 101-03-3235A**

If you have questions, write or call:  
 National Heritage Insurance Company  
 402 Otterson Drive  
 Chico, CA 95928-8206

**Toll-free: 1-800-952-8627**

TTY for hearing impaired: 1-800-288-7485



ANITA HERZOG  
 222 COLUMBIA STREET  
 APT 216  
 SANTA CRUZ CA 95060-6540

**BE INFORMED:** Protect your Medicare number as you would a credit card number.

This is a summary of claims processed from 04/25/2003 through 05/05/2003.

**PART B MEDICAL INSURANCE - ASSIGNED CLAIMS**

Dates of Service	Services Provided	Amount Charged	Medicare Approved	Medicare Paid Provider	You May Be Billed	See Notes Section
Claim number 02-03 104-454-090						
Santa Cruz Medical Clin, P O Box 1833, Santa Cruz, CA 95061-1833						
Dr. Brandt, Ryan D. M.D.						
04/09/03	1 Office/outpatient visit, est (992 14)	\$123 .00	\$81.03	\$54.74	<b>\$26.29</b>	a
Claim number 02-03 11 1-332-370						
Santa Cruz Medical Clin, P O Box 1833, Santa Cruz, CA 95061-1833						
Dr. Jackson, John H. M.D.						
04/15/03	1 Office/outpatient visit, est (99213)	\$85 .00	\$51 .89	\$41 .51	\$10 .38	
Claim number 02-03 113-545-280						
Santa Cruz Medical Clin, P O Box 1833, Santa Cruz, CA 95061-1833						
Dr. Jackson, John H. M.D.						
04/15/03	1 Chest x-ray (7 1020)	\$170.00	\$35.50	<b>\$28.40</b>	<b>\$7.10</b>	b

**THIS IS NOT A BILL - Keep this notice for your records.**

500

**Metro Accessible Services Transit Forum (MASTF)\***  
(\*An official Advisory group to the Metro Board of Directors  
and the ADA Paratransit Program)  
**Thursday July 17, 2003 2:00-4:00 p.m.**  
**The NIAC Building in the Board Room**  
**333 Front Street, Santa Cruz, CA.**

**“AGENDA”**

**ELIGIBLE VOTING MEMBERS FOR THIS MEETING:**

Sharon Barbour, Bernie Baumer, Jim Bosso, Ted Chatterton, Deanna Davidson, Connie Day, Shelley Day, Michael Edwards, Kasandra Fox, Ed Kramer, Thom Onan, Pop Papadopulo, Gary Peterson, Barbie Schaller, David Taylor, Adam Tomaszewski, John Wood, Lesley Wright and Bob Yount.

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“Public participation in MASTF meeting discussions is encouraged and greatly appreciated.”

- I. Call to Order and Introductions
- II. Approval of the June 19, 2003 MASTF Minutes
- III. Oral Communication and Correspondence
- IV. Amendments to this Agenda

MASTF will receive oral and written communications during this time on items NOT on this meeting agenda. Topics presented must be within the jurisdiction of MASTF. Presentations may be limited in time at the discretion of the Chair. MASTF members will not take action or respond immediately to any presentation, but may choose to follow up at a later time.

- V. Ongoing Business
- VI. New Business

- 6.1 Celebration of 13<sup>th</sup> Anniversary of the Americans with Disabilities Act (Ed Kramer)
- 6.2 Brainstorming on MASTF Membership Recruitment
- 6.3 Update on Seven Years of No Smoking at Metro Centers and Bus Stops (Bob Yount)

**MASTF COMMITTEE REPORTS**

- 6.4 Training and Procedures Committee Report (Lesley Wright)
- 6.5 Bus Service Committee Report (Connie Day)
  - a) Metro Users Group (MUG) Report
- 6.6 Bus Stop Improvement Committee Report (Ed Kramer)
- 6.7 Paratransit Services Committee Report (Kasandra Fox)

**OTHER REPORTS**

- 6.8 Paratransit Update
  - a) Paratransit Report (April Axton or Link Spooner)
  - b) CCCIL Transportation Advocacy (Thom Onan)
- 6.9 UTU Report (Jeff North)
- 6.10 SEIU/SEA Report (Eileen Pavlik)
- 6.11 Next Month’s Agenda Items

MASTF Agenda  
July 17, 2003  
Page Two

VII. Adjournment

Note: This meeting is held at a location that is accessible to persons using wheelchairs. If you have questions about MASTF, please phone John Daugherty at (831) 423-3868.

METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)\*  
(\* An official Advisory group to the Metro Board of Directors  
and the ADA Paratransit Program)

MINUTES

The Metro Accessible Services Transit Forum met for its monthly meeting on June 19, 2003 in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz CA.

MASTF MEMBERS PRESENT: Sharon Barbour, Bernie Baumer, Ted Chatterton, Connie Day, Shelley Day, Michael Edwards, Kasandra Fox, Thom Onan, Pop Papadopulo, Gary Peterson, Barbie Schaller, David Taylor, Adam Tomaszewski, Lesley Wright and Bob Yount.

METRO STAFF PRESENT:

A. John Daugherty, Accessible Services Coordinator  
Ian McFadden, Transit Planner  
Steve Paulson, Paratransit Administrator  
Eileen Pavlik, (Paratransit) Eligibility Coordinator and SEIU/SEA Representative

BOARD MEMBERS PRESENT:

None

**\*\*\*MASTF MOTIONS RELATED TO THE METRO BOARD OF DIRECTORS**

None.

RELEVANT ATTACHMENTS FORWARDED TO THE BOARD: C

**\*MASTF MOTIONS RELATED TO METRO MANAGEMENT**

None.

I. CALL TO ORDER AND INTRODUCTIONS

Chair Sharon Barbour called the meeting to order at 2:12 p.m.

II. APPROVAL OF THE MAY 15, 2003 MASTF MINUTES

**MASTF Motion: To approve the May 15, 2003 MASTF Minutes as submitted.  
M/S/PU: C. Day, Schaller (By affirmative voice vote)**

III. AMENDMENTS TO THE AGENDA

Ian McFadden requested a brief amount of time early on the Agenda to present service changes for the fall. Ms. Barbour suggested that Mr. McFadden make his presentation just before the first Agenda item of Ongoing Business.

#### IV. ORAL COMMUNICATION AND CORRESPONDENCE

John Daugherty reported that the following correspondence and other information had been sent to MASTF since the last MASTF meeting:

- 1) Mr. Daugherty read aloud a letter addressed to "Dear Paratransit Stakeholder" that was signed by METRO Paratransit (ParaCruz) Administrator Steve Paulson.

The letter (Attachment A) included an invitation: "You are invited to participate in a meeting on Tuesday, May 27, 2003 from 9 a.m. until noon in the Santa Cruz Police Department Community Room. 155 Center Street. My staff and I will gladly answer any questions you have about our service, but primarily we want to gather your input about the eligibility process and service delivery."

- 2) Mr. Daugherty also read aloud a letter from METRO Board of Directors Chair Emily Reilly to MASTF Chair Barbour. The May 19 letter (Attachment B) responded to a letter authorized by MASTF. Ms. Reilly stated: "On April 25, 2003 the Board received your letter and elected not to consider an exemption for paratransit trips to and from Dragonslayers."
- 3) He also described two Agendas: The first Agenda was for the Santa Cruz County Regional Transportation Commission (SCCRTC) meeting on June 5, 2003. The second Agenda was for a Transportation Policy Workshop sponsored by the SCCRTC during today (June 19, 2003).
- 4) He also noted that the current edition of the *Central Coast Reporter*, a resource newsletter produced by the Association of Monterey Bay Area Governments (AMBAG), had been received.

Mr. Daugherty placed those items in a folder that was circulated to the group.

Ms. Barbour noted that she had attended the workshop mentioned in the first letter. She shared that she represented MASTF and the paratransit community to the best of her ability. She asked Steve Paulson when copies of the report on the workshop would be available. Mr. Paulson responded that copies would be available during July when they were available to the METRO Board.

Ms. Barbour also passed around a copy of the *METRO ParaCruz Customer Guide* that had been available during the workshop.

Ms. Barbour shared that she would not be present at the next MASTF meeting due to family business. She apologized for her absence and noted that someone else will chair the meeting.

Gary Peterson asked if Lift Line was METRO ParaCruz. Mr. Paulson explained that METRO ParaCruz was one of the services performed by Lift Line through a contract with METRO.

Barbie Schaller requested a copy of the *Guide* mentioned by Ms. Barbour. Ms. Barbour suggested that Ms. Schaller could have the copy after it was circulated.

Bob Yount shared that he had appeared before the METRO Board seven years ago to present the issue of No Smoking at Metro Centers and bus stops. Mr. Yount recalled that he had quoted from the Americans with Disabilities Act (ADA) to the Board.

Mr. Yount stated: "My life is not as safe since then, because of the disregard by Management of the orders of the Board. I've had one heart attack at Metro Center caused by second hand smoke. I had a soda can thrown at me a week and a half ago when I was filming. I am currently filming a documentary of the smoking problems at the various stops and Metro Centers."

Mr. Yount also shared that his digital video camera was available to "any MASTF member to detail the problems they are having." In response to a question from Ed Kramer, Mr. Yount responded that he would like this issue on the Agenda for the next MASTF meeting.

Mr. McFadden described bus service changes planned for the fall. He explained that the new Route 4 and 8 combination was being monitored. He shared that the "most prevalent problem" was the running times and connections between the Routes 53, 55 and 56. He answered questions about those routes and noted that some departure times would be adjusted. He noted that current service changes would probably stay in place for a year. He explained that the current goal is to "correct a problem we have seen crop up."

Mr. Daugherty shared that the electronic rest room key was available near the head of the meeting table.

## V. ONGOING BUSINESS

### 5.1 Review and Approval of MASTF Goals for 2003

Ms. Barbour read aloud the list of proposed goals for MASTF selected by the MASTF Executive Committee last month. She noted that proposed goals were separated into First, Second and Third Levels.

Mr. Kramer offered a correction for one Second Level goal. He noted that the goal regarding a talking sign system should read: "Advocate for a talking sign system for buses and tactile signs for bus stops."

The following Motion concluded discussion:

**MASTF Motion: To adopt the MASTF Goals for 2003 as corrected.**

**M/S/C: Kramer, C. Day (By affirmative voice vote, with no votes opposed and one abstention)**

Note: The list of adopted MASTF Goals for 2003 (Attachment C) is included in the packet for the next MASTF meeting.

### 5.2 Proposed Revisions to MASTF By-Laws – Action Item

Mr. Kramer explained that the MASTF Ad Hoc By-Laws Review and Revision Committee had reviewed the current MASTF By-Laws. He noted that Committee members had not been unanimous on every proposed change, but they had approved by majority vote a revised version of MASTF By-Laws.

Ms. Barbour compared each section of the revised version to the same section of the current MASTF By-Laws. Highlights of her comparison included:

- 1) Section 5, "Voting Rights" of the revised MASTF By-Laws specifies: "Members of the SCMTD Board of Directors, management, staff and any third party SCMTD contractor shall not have any voting privileges or the right to make and second Motions, but may attend meetings and participate in MASTF discussions."
- 2) Section 8, "Elections", of the revised MASTF By-Laws specifies that a member needs to "have attended at least three (3) previous current calendar MASTF meetings prior to the election" to vote during the election.
- 3) Section 10 of the revised MASTF By-Laws is a new proposed section. Ms. Barbour read aloud this new "Revision Process for By-Laws" section.

After Mr. Kramer answered questions about the proposed revised MASTF By-Laws, a Motion was made.

**MASTF Motion: To accept the revised MASTF By-Laws.**

**M/S: Kramer, Schaller**

During discussion of the Motion, several changes to the revised MASTF By-Laws were approved by consensus. These "friendly amendments" were:

- 1) Thom Onan suggested that "and/or" be added to revised Section 3, "Membership". The friendly amendment reads: "Members may give to the Accessible Services Coordinator (ASC) their names and/or email addresses and mailing addresses to receive the minutes and agenda of the next month's meeting."
- 2) Mr. Onan also suggested two changes under revised Section 6, "MASTF Structure". Under 6c, "The MASTF Executive Committee, he noted that the word "for" could be deleted so that the first phrase reads, "Shall meet after each monthly MASTF meeting to set the agenda for the next meeting."

The other suggested change affected the second phrase by adding the word "calendar". By consensus, the second phrase changed to: "Shall meet before the five calendar days preceding each monthly meeting to discuss the upcoming agenda."

- 3) Under revised Section 6e, "Executive Committee Job Descriptions", Mr. Onan suggested changing the second paragraph of the job description of the Chair. The first sentence of the second paragraph changed to describe the Chair as the MASTF representative to the METRO Board. This friendly amendment changed the sentence to read: "The Chair will attend Metro Board of Directors meetings and serve as MASTF's representative to the Metro Board of Directors."
- 4) Lesley Wright suggested a change for revised Section 8, "Elections". She removed the phrase "current calendar" so that the second sentence of the second paragraph changed to: "Only MASTF members who have attended at least three of the past 12 MASTF meetings prior to the election may vote."

The following Motion emerged from discussion:

**MASTF Motion: To accept the revised MASTF By-Laws with the five friendly amendments approved during discussion.**

**M/S/PU: Kramer, Schaller (By affirmative voice vote)**

Mr. Kramer thanked fellow Committee members Ms. Barbour and Kasandra Fox for their work revising the MASTF By-Laws. He also thanked Brad Neily and Fahmy Ma'Awad for their Committee work, as well as Mr. Daugherty for assistance to the Committee. Ms. Barbour commended Mr. Kramer for his work as Chair of the Committee.

Ms. Barbour requested that the revised MASTF By-Laws (Attachment D) be placed in the next MASTF packet.

### 5.3 MASTF Response to METRO Fare Structure Changes

Highlights of discussion on this Agenda topic included:

- 1) Ms. Barbour shared: "The question is not, "Are we happy with it?" The question is, do we wish to express our feelings to the Board or do we wish to discuss the issue amongst ourselves?"
- 2) Connie Day shared: "I want to bring it to your attention. We are not, and I repeat, we are not happy with what happened, because it's hard for us... I don't think that they will pay attention, but... Never say never, that's my motto... I feel that it's very important that we should know that we are not happy with the way that the fare has been arranged for seniors and the disabled."
- 3) Ms. Schaller noted that she has spoken with seniors who have lunch at Loudon Nelson Community Center. She shared: "They're not particularly happy, but they know it has to be."
- 4) During discussion of the changes in fares Mr. Paulson noted that persons with Convenience Cards could come to Santa Cruz Metro Center and exchange old Cards for new Cards if the cash difference is made up.
- 5) Mr. Yount noted that the fare increases could be disproportionate and penalize people. He shared: "I am considering not buying monthly passes anymore, and keeping my level of spending at \$14, which means that the bus company doesn't gain anything."
- 6) Adam Tomaszewski described the concern that seniors and persons with disabilities would stop riding as "a fallacy". Mr. Tomaszewski shared: "Nobody is going to stop riding and they know that. In other words, you're going to find \$23 a month some way to have transportation... Your food, any enjoyment you may have, that's where the money is going to be coming from to make up the \$9 a month..."
- 7) Michael Edwards shared: "My question would be, at this point in time, "Aren't we kind of wasting our time?" I mean, the fares have all ready been raised; it's all in place. So, is our letter of protest going to do any good?"

- 8) In response to Mr. Edwards, Ms. Barbour shared: “Probably not. It will just mark our unhappiness, and possibly make them think about it the next time...”
- 9) During discussion, three methods to contact the Metro Board of Directors on the topic of fares were noted:
- Email addressed to the Metro Board of Directors could be sent to Administrative Services Coordinator Dale Carr at [dcarr@scmttd.com](mailto:dcarr@scmttd.com)
  - “Snail mail” could be sent to the Metro Board of Directors.
  - A person could speak to the Board during the Oral Communications portion of a Board meeting.
- 10) No Motions emerged from discussion of this Agenda item.

## VI. NEW BUSINESS

### 6.1 Brainstorming on MASTF Membership Recruitment

Ms. Barbour suggested that this item be moved to just prior to Adjournment due to time constraints. Just prior to Adjournment, she suggested that this item be postponed until next month. There was no objection to her suggestion.

## MASTF COMMITTEE REPORTS

### 6.2 Training and Procedures Committee Report (Lesley Wright)

Lesley Wright reported that she would start working with Frank Bauer during the end of July on training for veteran bus operators. Ms. Wright noted that she was focusing on securement issues.

After Ms. Wright completed her report, Ted Chatterton demonstrated how he handles his walker inside a bus.

### 6.3 Bus Service Committee Report (Connie Day) a) Metro Users Group (MUG) Report

Ms. Day reported that the Santa Cruz Metro Center is going to be expanded. She noted that the proposed three or four-story structure would include residential apartments. In response to a question from Mr. Kramer, Mr. Paulson explained that Metro is working with the Redevelopment Agency of the City of Santa Cruz. A developer/partner with Metro would manage the residential units. The goal is the best use of land in the City of Santa Cruz.

Ms. Day also reported that Metro District Counsel Peggy Gallagher had spoken during the MUG meeting about Metro’s advisory groups. She believed that Ms. Gallagher was “kind of aiming at those of us who are on different committees.”

Mr. Chatterton noted that the Metro Board was looking at why it has its advisory committees. He noted that the prospect of combining MUG and MASTF was being considered.

Ms. Schaller shared: "Hopefully the idea is to get more people involved..."

Ms. Barbour noted that the MASTF Executive Committee would look into the issue and consider whether to place it on an upcoming MASTF Agenda.

6.4 Bus Stop Improvement Committee Report (Ed Kramer)

Mr. Kramer reported that the Bus Stop Advisory Committee (BSAC) had met a few weeks ago. He noted there was no new business to share today.

a) Accessibility of Outbound Bus Stop at 550 Water Street

Mr. Kramer requested that this Agenda item be tabled. He noted there was nothing to report.

6.5 Paratransit Services Committee Report (Kasandra Fox)

OTHER REPORTS

6.6 Paratransit Update

a) Paratransit Update

There was no report on the two Agenda items above.

b) CCCIL Transportation Advocacy (Thom Onan)

Mr. Onan reported:

- 1) He continues to receive no phone calls with complaints or compliments about METRO ParaCruz service.
- 2) He has received phone calls from persons upset about not being successful in their appeals of determinations for METRO ParaCruz service.
- 3) He has seen a "slowly increasing" number of consumers with complaints that aspects of METRO's fixed route service do not comply with the Americans with Disabilities Act (ADA). He noted that he has assisted consumers with their filling out of ADA complaint forms.

Mr. Tomaszewski shared that he had recently gone through the recertification process for METRO ParaCruz service. He stated: "I found the recertification process very, very professional and very, very complete." He described the process as "a tribute" to Mr. Paulson and his assistants.

6.7 UTU Report

There was no report on this Agenda item.

6.8 SEIU/SEA Report (Eileen Pavlik)

Eileen Pavlik reported that nothing concerning MASTF had been discussed at the last SEA general membership meeting. She welcomed MASTF members to let her know if there was anything for her to take back to the next general membership meeting on July 9.

6.9 Next Month's Agenda Items

Noted: MASTF membership recruitment, Seven year update of No Smoking at the Metro Center and bus stops, refreshments (and possibly a guest speaker) to acknowledge the signing of the ADA.

Ms. Day noted that there would be no MUG meeting next month.

VII. ADJOURNMENT

**The meeting was adjourned at 4:03 p.m.**

**M/S/PU: Kramer, C. Day (By affirmative voice vote)**

Respectfully submitted by: A. John Daugherty, Accessible Services Coordinator

Note: After the MASTF meeting, MASTF members asked Mr. Daugherty to include an opinion piece published on June 22, 2003 in the *Santa Cruz Sentinel* in the next MASTF packet. The opinion piece (Attachment E) questions who METRO serves.

**NOTE: NEXT REGULAR MASTF MEETING IS: Thursday July 17, 2003 from 2:00-4:00 p.m., in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.**

**NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday July 11, 2003 at 9:00 a.m. in the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.**

**NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday July 25, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.**

There will be no July  
MUG meeting.

The next MUG meeting  
will be August 20, 2003  
at 2:10 p.m. in the  
METRO Center  
Conference Room.

**Distribution:**

Marc Adato, *City of SC Public Works Dept.*  
Bryant Baehr, *Operations Manager* – by email  
Sharon Barbour, *MASTF* – by email  
Ted Chatterton, *Transit User*  
Sandra Coley, *Pajaro TMA*  
Connie & Shelley Day, *Transit Users*  
Mark Dorfman, *Assistant General Manager*  
Jenna Glasky, *SEA* – by email  
Ron Goodman, *Bicycle/Transit User* – by email  
Michelle Hinkle, *Chair, Board Member*  
Virginia Kirby, *Transit User*  
David Konno, *Facilities Maint Manager* – by email  
Ian McFadden, *Transit Planner* – by email  
Paul Marcelin, *Transit User* – by email

Matthew Melzer, *Transit User* – by email  
Bonnie Morr, *UTU* – by email  
Carolyn O'Donnell, *Santa Cruz TMA*  
Manuel Osorio, *Cabrillo Student Services*  
Steve Paulson, *ParaCruz Administrator* – by email  
Karena Pushnik, *SCCRTC* – by email  
Stuart Rosenstein, *Transit User* – by email  
Barbara Schaller, *Seniors Commission*  
Michael & Janet Singer, *Transit Users* – by email  
Tom Stickel, *Fleet Maint Manager* – by email  
Jim Taylor, *UTU* – by email  
Candice Ward, *UCSC* – by email  
Leslie White, *General Manager*

If you would like to apply for membership to be on the Metro Users Group (MUG) Committee, please contact Dale Carr, Administrative Services Coordinator at 426-6080 for an application for membership.

# Santa Cruz Metropolitan Transit District

**Minutes-METRO Users Group**

**June 18, 2003**

The METRO Users Group met at 2:10 p.m., Wednesday, June 18, 2003, in the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz.

## **MEMBERS PRESENT**

Ted Chatterton, Transit User  
Sandra Coley, Pajaro TMA  
Connie Day, Transit User  
Shelley Day, Transit User  
Michelle Hinkle, Chair, Board Member  
Virginia Kirby, Transit User  
Stuart Rosenstein, Transit User  
Barbie Schaller, Seniors Commission

## **SCMTD STAFF PRESENT**

Mark Dorfman, Asst General Manager  
Margaret Gallagher, District Counsel  
Ian McFadden, Transit Planner

## **VISITORS PRESENT**

Jim Taylor, Vice Chair, UTU Local 23

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## **MUG MOTIONS TO METRO BOARD OF DIRECTORS**

None

## **MUG MOTIONS TO METRO MANAGEMENT**

None

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### **1. CALL TO ORDER AND INTRODUCTION**

Chair Michelle Hinkle called the meeting to order at 2:10 p.m. and introductions were made.

### **2. ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS**

An email from Matthew Melzer was read aloud, stating that he would not be able to attend the June, July and August MUG meetings because he is a UCSC student and goes home on school breaks. He will return in the fall.

### **3. ADDITIONS AND DELETIONS TO THE AGENDA**

None

### **4. CONSENT AGENDA**

Receive and Accept:

- a) Minutes of May MUG Meeting
- b) Monthly Attendance Report
- c) Minutes of May Board of Directors Meeting
- d) April Ridership Report

**ACTION: MOTION: Barbie Schaller  
APPROVE CONSENT AGENDA**

**SECOND: Connie Day**

**Motion passed unanimously with Stuart Rosenstein being absent**

**5. ON-GOING ITEMS**

**5a) Review of Current Board Agenda Items**

**1) Margaret Gallagher's report to the Board entitled, "Consideration of review of Metro Users Group (MUG) Operational and Organizational Structure.**

Mark Dorfman reported that the Board directed Margaret Gallagher, District Counsel, to prepare an analysis of Paul Marcelin's February 21, 2003 letter to the Board regarding the membership, organization and operation of MUG.

Ms. Gallagher explained that her report addressed the 4 main areas of concern:

**1. Should membership on METRO'S advisory committees be restricted to only one committee?** The concern is that the Board is receiving input from the same person or group under the guise of a different name. There was discussion about the staff time and mailing/distribution costs involved in duplicate information being presented to both MUG and MASTF. MUG discussed this and agreed that MUG and MASTF should be combined and the agenda should focus on items the Board wants input on.

**2. Does MUG membership reflect the composition of METRO ridership?** The concern is that most of the relatively small group of people who are able to attend MUG meetings also attend MASTF meetings and do not represent all categories of riders. Alternatives to the monthly committee format to receive input from riders were discussed. Suggestions included well-advertised public hearings on specific issues or open forums could be held 1-3 times per year; conducting rider surveys on a regular basis; having a line like "Ideas? Contact scmttd.com" at the bottom of the screen during televised Board meetings; and corresponding and participating by email.

**3. Should METRO staff be limited to only support and inform the committees and not influence the committees?** As stated in the staff report, while "support and inform" vs. "influence" is oftentimes in the eye of the beholder," it was agreed upon that staff should be the most knowledgeable and have recommendations on the subjects being presented to the advisory committees for which the Board needs input from riders.

**4. Should METRO staff be required to recruit for increased MUG membership?** With the current budget situation and no marketing department, staff's recruiting efforts have been limited to information in *Headways* and signs inside every bus. There was discussion and MUG members decided they should do their own recruiting. Mark Dorfman added that a new Cabrillo contract is currently being negotiated and it would be possible to add a requirement that they have a representative attend MUG meetings. A suggestion was made to have individual Board members appoint representatives, giving the appointees more accountability to attend and participate in MUG.

Ms. Gallagher finished by saying that at the very least, MUG's bylaws need to be reviewed and updated, as they currently are not being followed. It was also pointed out that MUG was formed in 1990 specifically to get input on the 30% service reduction proposed at that time. The Board will be looking at both advisory groups' bylaws to

determine if the goals of the committees are relevant to METRO today. The Board has asked for more information regarding how other transit agencies create and interact with their advisory groups. Ms. Gallagher asked for input from MUG by phone or email and MUG was encouraged to attend the June 27, 2003 Board meeting.

Mr. Dorfman then read out loud the titles of most of the remaining items on the current Board agenda and asked if anyone had any questions. Highlights up for consideration include: approval of next year's budget; renaming Metro Center "Pacific Station" so it would not be confused with MetroBase; requesting bids from private developers as to the feasibility of the Metro Center (Pacific Station) Renovation Project; and awarding a contract for MetroBase Architectural and Engineering services.

There was discussion about the Metro Center Renovation Project design and Mr. Rosenstein was concerned about the proposed name not containing "Santa Cruz". Mr. Dorfman encouraged writing to the Board before the next meeting on the 27<sup>th</sup>.

**5b) Review of Headways Redesign Issues**

Mark Dorfman reported he had checked into perforated pages, but found the extra cost prohibitive. Bryant or someone from Customer Service could be invited to the next MUG meeting to hear ideas and comments for the next *Headways*, which will come out in September.

**5c) Service & Planning Update**

Ian McFadden reported that issues as a result of the recent service reductions are being reviewed and surveys are being conducted to see how the changes are working out. In the next *Headways*, timetables and readability issues would be corrected.

**5d) Bus Procurement**

Mr. Dorfman reported that the 11 new Highway 17 buses are expected to arrive in November.

**6. UPDATES**

**6a) MetroBase**

Mark Dorfman reported that two Architecture & Engineering firms have been selected for interviews and hopefully the contract will be awarded by the end of this month. The City is currently working on land acquisition with the owners of the Surf City Produce and Tool Shed properties.

**6b) Meeting Times**

No discussion.

**6c) Fare Increase**

Mark Dorfman reported that the fare increase goes into effect July 1, 2003, with the senior/disabled fare increase being "stepped" (half this year and half next year), and that staff will be out helping customers during the transition period. Mark said the District is willing to work with local agencies that can set up payment arrangements for those

who cannot afford the full cost of a monthly pass all at once. Bi-lingual signs will be posted in the buses to advertise the cost savings of purchasing monthly passes.

**7. NEW BUSINESS**

Sandra Coley reported that the Pajaro TMA is putting a program together called "Just hop on the bus, Gus" aimed at increasing bus ridership.

**8. ITEMS FOR NEXT AGENDA**

There will be no MUG meeting in July. The next scheduled meeting will be August 20, 2003

**9. OPEN DISCUSSION**

Nothing to report

**10. ADJOURNMENT**

Chair Michelle Hinkle adjourned the meeting at 3:45 p.m.

Respectfully submitted,

Cindi Thomas  
Administrative Secretary

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Elisabeth Ross, Finance Manager  
**SUBJECT: MONTHLY BUDGET STATUS REPORT FOR MAY 2003, AND APPROVAL OF BUDGET TRANSFERS**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve the budget transfers for the period June 1 – 30, 2003.**

## II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$26,377,032 or \$128,362 over the amount of revenue expected to be received during the first eleven months of the fiscal year, based on the budget revised in March.
- Total operating expenses for the year to date, in the amount of \$26,462,783, are at 85.5% of the revised budget.
- A total of \$14,573,600 has been expended through May 31<sup>st</sup> for the FY 02-03 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 02-03 budget as of May 31, 2003. The fiscal year is 91.7% elapsed.

### A. Operating Revenues

Revenues are \$128,362 over the amount projected to be received for the period. Passenger revenue is \$129,911 below budget projections due to lower ridership in general. Sales tax revenue is \$229,215 over the budgeted amount since the March 2003 wrap-up payment and current advance payments were higher than projected. Variances are explained in the notes following the report.

### B. Operating Expenses

Operating expenses for the year to date total \$26,462,783 or 85.5% of the revised budget, with 91.7% of the year elapsed. Variances are explained in the notes following the report.

**C. Capital Improvement Program**

For the year to date, a total of \$14,573,600 has been expended on the Capital Improvement Program. The largest expenditure was for the purchase of buses in the amount of \$12,505,905.

**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 May 2003, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT  
OPERATING REVENUE - MAY 2003**

Operating Revenue	FY 02-03 Budgeted for Month	FY 02-03 Actual for Month	FY 02-03 Budgeted YTD	FY 01-02 Actual YTD	FY 02-03 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 277,380	\$ 256,902	\$ 2,807,126	\$ 2,859,626	\$ 2,769,829	\$ (37,297)	
Paratransit Fares	\$ 21,009	\$ 17,702	\$ 196,772	\$ 179,623	\$ 178,518	\$ (18,254)	
Special Transit Fares	\$ 199,370	\$ 199,581	\$ 1,717,698	\$ 1,720,473	\$ 1,745,442	\$ 27,744	
Highway 17 Revenue	\$ 77,435	\$ 66,026	\$ 844,146	\$ 814,494	\$ 742,042	\$ (102,104)	
<i>Subtotal Passenger Rev</i>	\$ 575,194	\$ 540,211	\$ 5,565,742	\$ 5,574,216	\$ 5,435,831	\$ (129,911)	See Note 1
Advertising Income - OBIE	\$ -	\$ -	\$ 90,000	\$ 157,385	\$ 90,000	\$ -	
Advertising Income - Dist	\$ -	\$ 1,590	\$ -	\$ -	\$ 25,822	\$ 25,822	See Note 2
Commissions	\$ 833	\$ 696	\$ 9,167	\$ 9,510	\$ 8,383	\$ (784)	
Rent Income	\$ 12,380	\$ 10,738	\$ 134,711	\$ 132,542	\$ 137,730	\$ 3,019	
Interest - General Fund	\$ 33,951	\$ 22,480	\$ 393,619	\$ 693,129	\$ 376,773	\$ (16,846)	See Note 3
Non-Transportation Rev	\$ 175	\$ 5,190	\$ 1,925	\$ 48,658	\$ 19,771	\$ 17,846	See Note 4
Sales Tax Income	\$ 1,200,300	\$ 1,239,300	\$ 13,642,350	\$ 13,789,713	\$ 13,871,565	\$ 229,215	See Note 5
TDA Funds	\$ 1,253,350	\$ 1,253,350	\$ 5,134,522	\$ 5,864,917	\$ 5,134,522	\$ -	
Other Local Funding							
Other State Funding							
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 1,229,934	\$ -	\$ 1,229,934	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 46,701	\$ 42,448	\$ 46,701	\$ -	
Other Federal Grants							
Other Revenue							
<b>Total Operating Revenue</b>	<b>\$ 3,076,183</b>	<b>\$ 3,073,555</b>	<b>\$ 26,248,670</b>	<b>\$ 26,312,518</b>	<b>\$ 26,377,032</b>	<b>\$ 128,362</b>	

**MONTHLY REVENUE AND EXPENSE REPORT  
OPERATING EXPENSE SUMMARY - MAY 2003**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	Percent Expended of Budget	
<b>PERSONNEL ACCOUNTS</b>						
Administration	\$ 617,973	\$ 614,603	\$ 486,078	\$ 535,307	87.1%	
Finance	\$ 526,788	\$ 513,665	\$ 440,028	\$ 427,489	83.2%	
Planning & Marketing	\$ 710,601	\$ 641,123	\$ 765,992	\$ 540,253	84.3%	
Human Resources	\$ 325,478	\$ 320,336	\$ 387,254	\$ 289,317	90.3%	
Information Technology	\$ 382,753	\$ 385,559	\$ 297,627	\$ 345,893	89.7%	
District Counsel	\$ 307,569	\$ 337,313	\$ 244,364	\$ 278,973	82.7%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,020,801	\$ 973,564	\$ 873,347	\$ 837,783	86.1%	
Paratransit Program	\$ 224,893	\$ 217,691	\$ -	\$ 166,411	76.4%	
Operations	\$ 1,873,101	\$ 1,740,096	\$ 1,598,480	\$ 1,580,252	90.8%	
Bus Operators	\$ 11,615,995	\$ 11,687,744	\$ 10,393,705	\$ 10,592,046	90.6%	
Fleet Maintenance	\$ 3,935,369	\$ 3,748,663	\$ 3,074,431	\$ 3,150,824	84.1%	
Retired Employees/COBRA	\$ 518,615	\$ 716,288	\$ 442,931	\$ 699,064	97.6%	See Note 6
<b>Total Personnel</b>	<b>\$ 22,059,937</b>	<b>\$ 21,896,646</b>	<b>\$ 19,004,237</b>	<b>\$ 19,443,612</b>	<b>88.8%</b>	
<b>NON-PERSONNEL ACCOUNTS</b>						
Administration	\$ 546,487	\$ 539,644	\$ 480,490	\$ 467,001	86.5%	
Finance	\$ 728,785	\$ 742,371	\$ 349,054	\$ 588,461	79.3%	
Planning & Marketing	\$ 174,080	\$ 146,082	\$ 216,038	\$ 88,820	60.8%	
Human Resources	\$ 97,500	\$ 90,561	\$ 114,814	\$ 22,718	25.1%	See Note 7
Information Technology	\$ 113,025	\$ 106,936	\$ 101,147	\$ 59,332	55.5%	
District Counsel	\$ 26,007	\$ 24,768	\$ 168,907	\$ 10,163	41.0%	
Risk Management	\$ 269,455	\$ 206,982	\$ -	\$ 322,061	155.6%	See Note 8
Facilities Maintenance	\$ 464,382	\$ 449,177	\$ 388,126	\$ 344,367	76.7%	
Paratransit Program	\$ 3,704,585	\$ 3,519,356	\$ 2,314,052	\$ 2,378,456	67.6%	See Note 9
Operations	\$ 470,079	\$ 471,367	\$ 383,294	\$ 403,929	85.7%	
Bus Operators	\$ 6,400	\$ 6,411	\$ 3,779	\$ 3,845	60.0%	
Fleet Maintenance	\$ 2,936,353	\$ 2,756,671	\$ 2,347,007	\$ 2,329,899	84.5%	
Op Prog/SCCIC	\$ 2,925	\$ 2,028	\$ 997	\$ 117	5.8%	
Prepaid Expense			\$ (9,248)		0.0%	
<b>Total Non-Personnel</b>	<b>\$ 9,540,063</b>	<b>\$ 9,062,354</b>	<b>\$ 6,858,457</b>	<b>\$ 7,019,171</b>	<b>77.5%</b>	
<b>Subtotal Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 30,959,000</b>	<b>\$ 25,862,694</b>	<b>\$ 26,462,783</b>	<b>85.5%</b>	
Grant Funded Studies/Programs	\$ -	\$ -		\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -		\$ -	0.0%	
Pass Through Programs	\$ -	\$ -		\$ -	0.0%	
<b>Total Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 30,959,000</b>	<b>\$ 25,862,694</b>	<b>\$ 26,462,783</b>	<b>85.5%</b>	
<b>YTD Operating Revenue Over YTD Expense</b>				<b>\$ (85,751)</b>		

**CONSOLIDATED OPERATING EXPENSE  
MAY 2003**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	% Exp YTD of Budget	
<b>LABOR</b>						
Operators Wages	6259873	\$ 6,122,508	\$ 5,459,224	\$ 5,246,049	85.7%	
Operators Overtime	\$ 968,512	\$ 968,512	\$ 1,055,744	\$ 1,053,125	108.7%	See Note 10
Other Salaries & Wages	\$ 6,153,470	\$ 5,629,473	\$ 4,886,303	\$ 4,785,556	85.0%	
Other Overtime	\$ 245,893	\$ 286,893	\$ 262,933	\$ 232,410	81.0%	
	\$ 13,627,748	\$ 13,007,386	\$ 11,664,204	\$ 11,317,140	87.0%	
<b>FRINGE BENEFITS</b>						
Medicare/Soc Sec	\$ 130,765	\$ 135,062	\$ 117,259	\$ 119,367	88.4%	
PERS Retirement	\$ 970,685	\$ 958,135	\$ 782,061	\$ 772,819	80.7%	
Medical Insurance	\$ 2,270,455	\$ 2,345,163	\$ 1,995,031	\$ 2,265,355	96.6%	See Note 11
Dental Plan	\$ 414,391	\$ 434,387	\$ 405,851	\$ 369,812	85.1%	
Vision Insurance	\$ 113,077	\$ 129,901	\$ 112,745	\$ 108,549	83.6%	
Life Insurance	\$ 56,570	\$ 59,726	\$ 53,428	\$ 48,459	81.1%	
State Disability Ins	\$ 131,089	\$ 131,516	\$ 120,825	\$ 105,437	80.2%	
Long Term Disability Ins	\$ 509,251	\$ 438,263	\$ 433,572	\$ 313,640	71.6%	
Unemployment Insurance	\$ 26,316	\$ 37,744	\$ 28,653	\$ 28,594	75.8%	
Workers Comp	\$ 1,248,362	\$ 1,698,434	\$ 1,170,938	\$ 1,671,501	98.4%	See Note 12
Absence w/ Pay	\$ 2,532,354	\$ 2,488,830	\$ 2,103,036	\$ 2,305,731	92.6%	See Note 13
Other Fringe Benefits	\$ 28,874	\$ 32,098	\$ 16,636	\$ 17,209	53.6%	
	\$ 8,432,189	\$ 8,889,260	\$ 7,340,033	\$ 8,126,472	91.4%	
<b>SERVICES</b>						
Acctng/Admin/Bank Fees	\$ 289,500	\$ 289,357	\$ 178,456	\$ 190,419	65.8%	
Prof/Legis/Legal Services	\$ 479,720	\$ 479,220	\$ 160,802	\$ 343,941	71.8%	
Temporary Help	\$ -	\$ -	\$ 145,223	\$ -	0.0%	
Uniforms & Laundry	\$ 35,300	\$ 36,980	\$ 33,077	\$ 31,793	86.0%	
Security Services	\$ 283,419	\$ 280,119	\$ 259,440	\$ 258,189	92.2%	See Note 14
Outside Repair - Bldgs/Eqmt	\$ 174,450	\$ 193,500	\$ 161,187	\$ 142,770	73.8%	
Outside Repair - Vehicles	\$ 270,140	\$ 285,759	\$ 223,564	\$ 243,653	85.3%	
Waste Disp/Ads/Other	\$ 226,240	\$ 188,310	\$ 160,369	\$ 116,728	62.0%	
	\$ 1,758,769	\$ 1,753,245	\$ 1,322,118	\$ 1,327,493	75.7%	
<b>CONTRACT TRANSPORTATION</b>						
Contract Transportation	\$ 50	\$ 50	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,474,485	\$ 3,289,256	\$ 2,258,467	\$ 2,209,058	67.2%	See Note 9
	\$ 3,474,535	\$ 3,289,306	\$ 2,258,467	\$ 2,209,058	67.2%	
<b>MOBILE MATERIALS</b>						
Fuels & Lubricants	\$ 1,357,168	\$ 1,279,283	\$ 829,641	\$ 1,019,905	79.7%	
Tires & Tubes	\$ 150,000	\$ 128,182	\$ 144,152	\$ 123,140	96.1%	See Note 15
Other Mobile Supplies	\$ 6,500	\$ 11,500	\$ 7,090	\$ 6,693	58.2%	
Revenue Vehicle Parts	\$ 645,000	\$ 530,381	\$ 660,321	\$ 488,744	92.1%	See Note 16
	\$ 2,158,668	\$ 1,949,346	\$ 1,641,205	\$ 1,638,482	84.1%	

**CONSOLIDATED OPERATING EXPENSE  
MAY 2003**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	% Exp YTD of Budget	
<b>OTHER MATERIALS</b>						
Postage & Mailing/Freight	\$ 21,990	\$ 25,767	\$ 16,890	\$ 18,333	71.1%	
Printing	\$ 130,729	\$ 89,140	\$ 79,664	\$ 51,225	57.5%	
Office/Computer Supplies	\$ 66,686	\$ 70,148	\$ 62,603	\$ 49,570	70.7%	
Safety Supplies	\$ 23,175	\$ 20,175	\$ 19,591	\$ 10,797	53.5%	
Cleaning Supplies	\$ 65,000	\$ 55,500	\$ 46,761	\$ 50,858	91.6%	
Repair/Maint Supplies	\$ 37,700	\$ 46,000	\$ 56,959	\$ 41,589	90.4%	
Parts, Non-Inventory	\$ 50,000	\$ 50,000	\$ 50,112	\$ 44,203	88.4%	
Tools/Tool Allowance	\$ 11,207	\$ 11,207	\$ 10,798	\$ 6,120	54.6%	
Promo/Photo Supplies	\$ 22,247	\$ 22,897	\$ 9,995	\$ 3,064	13.4%	
	\$ 428,734	\$ 390,834	\$ 353,372	\$ 275,761	70.6%	
<b>UTILITIES</b>						
	\$ 328,084	\$ 328,284	\$ 282,353	\$ 267,929	81.6%	
<b>CASUALTY &amp; LIABILITY</b>						
Insurance - Prop/PL & PD	\$ 429,000	\$ 446,143	\$ 157,963	\$ 394,771	88.5%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 48,595	\$ 252,027	252.0%	See Note 8
Repairs to Prop	\$ -	\$ -	\$ (12,810)	\$ (17,190)	0.0%	See Note 17
Prof/Other Services	\$ 55,000	\$ 300	\$ 105,042	\$ 36	12.0%	
	\$ 584,000	\$ 546,443	\$ 298,789	\$ 629,643	115.2%	
<b>TAXES</b>						
	\$ 44,667	\$ 48,196	\$ 34,070	\$ 34,660	71.9%	
<b>MISC EXPENSES</b>						
Dues & Subscriptions	\$ 55,505	\$ 55,937	\$ 50,648	\$ 51,336	91.8%	
Media Advertising	\$ 5,000	\$ 5,000	\$ 29,862	\$ 129	2.6%	
Employee Incentive Program	\$ 11,450	\$ 11,781	\$ 8,492	\$ 7,452	63.3%	
Training	\$ 45,290	\$ 41,590	\$ 16,164	\$ 8,942	21.5%	
Travel & Local Meetings	\$ 42,225	\$ 41,050	\$ 34,722	\$ 21,467	52.3%	
Other Misc Expenses	\$ 13,500	\$ 11,974	\$ 11,142	\$ 9,519	79.5%	
	\$ 172,970	\$ 167,332	\$ 151,029	\$ 98,844	59.1%	
<b>OTHER EXPENSES</b>						
Leases & Rentals	\$ 589,636	\$ 589,368	\$ 517,054	\$ 537,301	91.2%	
Repower Project Reserve	\$ -	\$ -	\$ -	\$ -	0.0%	
Transfer to Capital	\$ -	\$ -	\$ -	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 589,636	\$ 589,368	\$ 517,054	\$ 537,301	91.2%	
<b>Total Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 30,959,000</b>	<b>\$ 25,862,694</b>	<b>\$ 26,462,783</b>	<b>85.5%</b>	

**MONTHLY REVENUE AND EXPENSE REPORT  
FY 02-03 CAPITAL IMPROVEMENT PROGRAM**

<b>CAPITAL PROJECTS</b>	<b>Program Budget</b>	<b>Expended in May</b>	<b>YTD Expended</b>
<b><u>Grant Funded Projects</u></b>			
Consolidated Operating Facility	\$ 10,316,548	\$ 1,284	\$ 228,380
Urban Bus Replacement	\$ 19,038,374	\$ 1,215	\$ 12,505,905
Talking Bus Equipment	\$ 645,000		\$ 567,851
Farebox Project	\$ 55,000		\$ 23,498
CNG Facilities for SCM, Ops	\$ 814,874	\$ 4,974	\$ 776,049
Metro Center Renovation Project	\$ 200,000	\$ 17,329	\$ 106,719
Engine Repower Project (carryover)	\$ 200,000		\$ 102,913
ADA Paratransit Vehicle (carryover)	\$ 35,809	\$ 8,614	\$ 44,423
	\$ 31,305,605		
<b><u>District Funded Projects</u></b>			
Bus Stop Improvements	\$ 475,750		\$ 13,890
ADA Recertification Program	\$ 5,000		\$ -
IT - Giro Rostering Module	\$ 61,000		\$ 32,018
IT - Servers	\$ 16,000		\$ 14,296
IT - USL Financials Software (carryover)	\$ 25,000		\$ 6,250
Automated Telephone Info System	\$ 35,000		\$ -
Facilities Repairs & Improvements	\$ 102,728		\$ 22,571
Machinery/Equip Repair & Improvements	\$ 16,700		\$ 16,401
Non-revenue Vehicle Replacement	\$ 145,000		\$ 104,836
Office Equipment	\$ 33,000	\$ 4,280	\$ 7,600
Transfer to Operating Budget	\$ 1,200,000		\$ -
	\$ 2,115,178		
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 33,420,783</b>	<b>\$ 37,695</b>	<b>\$ 14,573,600</b>
<b><u>CAPITAL FUNDING SOURCES</u></b>			
	<b>Budget</b>	<b>Received in May</b>	<b>YTD Received</b>
Federal Capital Grants	\$ 18,528,533	\$ 5,244,070	\$ 8,654,188
State/Local Capital Grants	\$ 7,788,535	\$ 34,940	\$ 3,914,887
STA Funding	\$ 1,006,294	\$ -	\$ 624,373
District Reserves	\$ 5,697,421	\$ -	\$ 1,380,152
Transfer from Bus Stop Imp Reserve	\$ 400,000	\$ -	\$ -
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 33,420,783</b>	<b>\$ 5,279,010</b>	<b>\$ 14,573,600</b>

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

1. Passenger fares (farebox and pass sales) are \$37,297 or 1.3% under the revised budget amount for the year to date. Paratransit fares are \$18,254 under budget for the period since ridership is lower than expected. Special transit fares (contracts) are \$27,744 or 1.6% over the budgeted amount. Highway 17 Express revenue is \$102,104 or 12.1% under the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first eleven months of the fiscal year by a net \$129,911 or 2.3%.
2. District advertising income is a new account set up to track payments by local advertisers directly to the District for exterior advertising on District buses. To date, the District has realized \$25,822 in additional advertising revenue.
3. Interest income is \$16,846 or 4.3% under budget due to continued low interest rates.
4. Non-transportation revenue is \$17,846 over budget primarily due to the one time annual adjustment from Community Bridges in the amount of \$10,870.
5. Sales tax income is \$229,215 over budget for the first eleven months since the March wrap-up payment was higher than anticipated and the advance payments for the current quarter are higher.
6. Retired Employees/COBRA expense is at 97.6% of the budget since medical and vision insurance premiums for June were included in the May expense report.
7. Human Resources non-personnel expense is only at 25.1% of the budget due to minimal employee training expense for the year to date, which is a significant part of the budget.
8. Risk management expense has exceeded the \$100,000 budgeted for the year due to settlement of several long-term lawsuits. Funds for settlement of these cases are provided for in the insurance reserve, from which monies will be transferred at year-end as necessary.
9. Paratransit program expense is only at 67% of the budget because the May billing was not submitted by the contractor by the report deadline. If the May report were included, paratransit program and contract transportation expense would be at approximately 73% of the budget. This is still below budget due to lower ridership than budgeted.
10. Operators overtime is at 108.7% of the budget due to more operators than anticipated on medical leaves of absence. A budget transfer will be processed to move funds from straight time pay to cover the overrun. Total Bus Operator payroll is within budget.
11. Medical insurance expense is at 96.6% of the budget since the premiums for June were included in the May expense report.

12. Workers Compensation insurance is at 98.4% of the budget due to settlement of several long-term claims. The Workers Compensation reserve will be used to cover any overrun at year-end.
13. Absence with pay is at 92.6% of the budget since many retirees were paid off for their accrued time when they separated from the District. Total payroll is within budget.
14. Security services are at 92.2% of the budget. A budget transfer will be required to cover the costs of security at Metro Center for the year.
15. Tires and tubes expense is at 96.1% of the budget due to volume purchases.
16. Revenue vehicle parts are at 92.1% of the budget due to required purchases.
17. 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.

**FY 02-03 BUDGET TRANSFERS**  
**6/1/03-6/30/03**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<b>TRANSFER # 03-038</b>			
TRANSFER FROM:	501021-3200	Other Salaries	\$ (20,000)
TRANSFER TO:	501023-3200	Other Overtime	\$ 20,000
REASON:	To cover supervisors overtime in the Operations Dept. for the remainder of FY 02-03.		
<b>TRANSFER # 03-039</b>			
TRANSFER FROM:	504311-1400	Office Supplies	\$ (200)
TRANSFER TO:	505031-1400	Telecommunications	\$ 200
REASON:	To cover account overrun in the Human Resources Department for FY 02-03.		
<b>TRANSFER # 03-040</b>			
TRANSFER FROM:	504012-4100	Diesel Fuel	\$ (7,000)
TRANSFER TO:	505011-4100	Gas & Electric	\$ 7,000
REASON:	To cover expected expenditures for the Fleet Maint. Dept. for the remainder of FY 02-03.		
<b>TRANSFER # 03-041</b>			
TRANSFER FROM:	503011-700	Accounting & Audit Fees	\$ (750)
	506011-1200	Insurance - Property	\$ (13,590)
	504012-4100	Diesel Fuel	\$ (35,000)
			\$ (49,340)
TRANSFER TO:	503011-1200	Accounting & Audit Fees	\$ 6,457
	503012-1200	Admin & Bank Fees	\$ 1,200
	506015-1200	Insurance - PL & PD	\$ 17,745
	506021-1200	Insurance - Other	\$ 23,938
			\$ 49,340
REASON:	To cover account overruns and expected expenditures for the remainder of FY 02-03 in the Finance Department.		

**FY 02-03 BUDGET TRANSFERS**  
**6/1/03-6/30/03**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<b>TRANSFER # 03-042</b>			
TRANSFER FROM:	503354-4100	Out Repair - Other Vehicles	\$ (9,381)
	504191-4100	Revenue Vehicle Parts	\$ (33,619)
	505031-4100	Telecommunications	\$ (7,000)
			<u>\$ (50,000)</u>
TRANSFER TO:	503162-4100	Uniforms & Laundry	\$ 2,000
	503352-4100	Out Repair - Equipment	\$ 8,000
	503353-4100	Out Repair - Revenue Vehicles	\$ 25,000
	504021-4100	Tires & Tubes	\$ 15,000
			<u>\$ 50,000</u>
REASON:	To cover expected expenditures for the Fleet Maint. Dept. for the remainder of FY 02-03.		

<b>TRANSFER # 03-043</b>			
TRANSFER FROM:	504215-3100	Printing	\$ (212)
TRANSFER TO:	509125-3100	Local Meeting Expense	\$ 212
REASON:	To cover account overrun in the Paratransit Dept. for ParaCruz meeting.		

<b>TRANSFER # 03-044</b>			
TRANSFER FROM:	503352-3200	Equipment Repair - Out	\$ (1,500)
TRANSFER TO:	502251-3300	Physical Exam - Renewal	\$ 1,500
REASON:	To cover account overrun in the Bus Operators Dept. for the remainder of FY 02-03.		

<b>TRANSFER # 03-045</b>			
TRANSFER FROM:	509101-1100	Employee Incentive	\$ (6)
TRANSFER TO:	509101-1300	Employee Incentive	\$ 6
REASON:	To cover account overrun in the Planning & Marketing Dept. for FY 02-03.		

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Steve Paulson, Paratransit Administrator

**SUBJECT: METRO PARACRUZ PROGRAM STATUS MONTHLY UPDATE**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- The Board receives monthly reports on the status of the federally mandated ADA complementary paratransit program
- Operating Statistics reported are for the month of April, 2003. A continued decline in performance indicators were noted for this reporting period.
- Eligibility/Recertification statistics reported are through June 30, 2003

## III. DISCUSSION

### Operating Statistics for the Month of April 2003

	<b>This Apr</b>	<b>Last Apr</b>	<b>% Change</b>	<b>FYTD</b>	<b>Last FYTD</b>	<b>% Change</b>
Cost	\$203,356.59	\$196,405.40	+ 3.54 %	\$2,208,978.24	\$1,838,110.88	+14.54 %
Revenue	\$17,216.00*	\$18,924.00	-9.03 %	\$173,200.00*	\$177,240.00	-2.28%
Subsidy	\$186,140.59	\$177,481.40	+4.88 %	\$2,035,778.24	\$1,660,870.88	+22.57 %
Rides performed	8,757**	9,462	-7.45 %	88,814	88,620	+.22%
Cost/ Ride	\$23.22	\$20.76	+17.21 %	\$24.87	\$20.74	+ 19.91 %
Productivity	1.77 rides per hour	Data not available	Data not available	1.91 rides per hour	Data not available	Data not available

\* Revenue does not equal \$2.00/ride because no revenue is generated by rides to and from certification interviews.

\*\*includes 241 rides to/from certification assessments. These rides would not have occurred without the district's requirement.

**Fiscal Year-to-Date Performance Measures:**

July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD	
9610	9226	9541	9585	8768	8103	8216	7969	9039	<b>8757</b>	88,814	Total rides
602	365	400	465	522	444	323	382	834	<b>709</b>	5046	Late rides
6.26%	3.96%	4.19%	4.85%	5.95%	5.48%	3.93%	4.79%	9.23%	<b>8.10%</b>	5.68%	% of rides late
311	329	388	387	332	255	242	172	173	<b>378</b>	2967	too early
913	694	788	852	854	699	565	554	1007	<b>1087</b>	8013	Rides not "on time"
90.5%	92.5%	91.7%	91.1%	90.3%	91.4%	93.1%	93.1%	88.9%	<b>87.6%</b>	90.9%	% "on time"
5	7	7	25	31	33	11	23	21	<b>13</b>	176	missed trips
14	13	3	23	44	42	22	13	29	<b>52</b>	255	excessively late scheduled
6	11	20	27	41	19	5	10	18	<b>24</b>	181	excessively late will call
25	31	30	75	116	94	38	46	68	<b>89</b>	612	total violation w/ \$50 penalty
6	8	4	4	13	6	5	7	9	<b>8</b>	70	non ADA rides on Dist
\$950	\$1,000	\$1,500	\$3,750	\$5,800	\$4,700	\$1,400	\$2,300	\$3,400	<b>\$4,450</b>	\$29,250	Damages assessed:
0.26%	0.34%	0.31%	0.78%	1.32%	1.16%	0.46%	0.58%	0.75%	<b>1.02%</b>	0.69%	% of rides subject to penalty

The District's expectation for on-time performance is 95%. The minimum acceptable level of on time performance is 92%.

**Eligibility Certification**

Number of new applicants assessed since August 1, 2002: 1032. Of those, 936 were approved for some level of eligibility. During the same period last fiscal year, 1085 applications were filed and all were approved for unrestricted eligibility.

As of June 30, 248 riders who have been requested to schedule a recertification assessment have chosen not to do so.

Number of recertification assessments completed: 1145

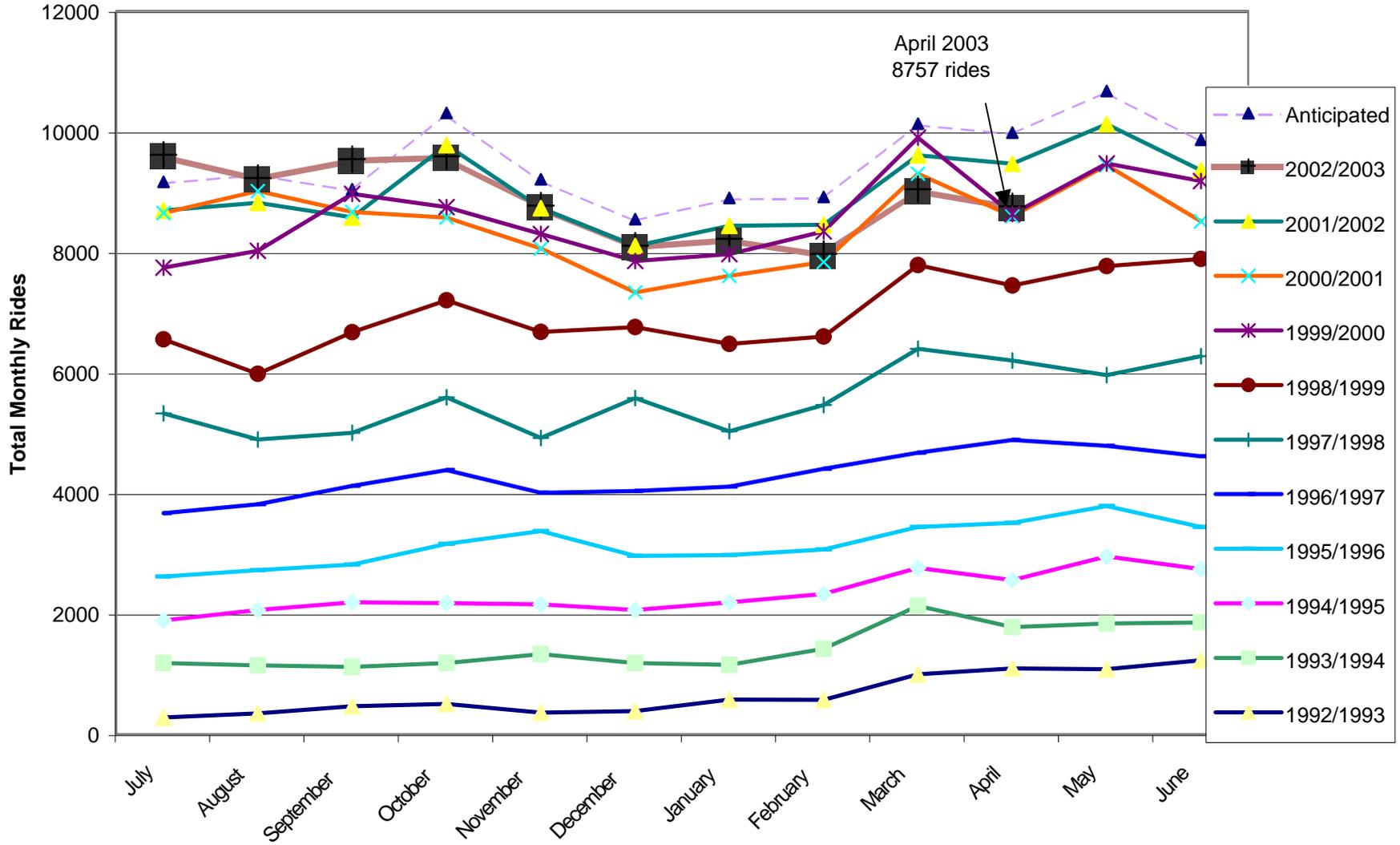
**IV. FINANCIAL CONSIDERATIONS**

none

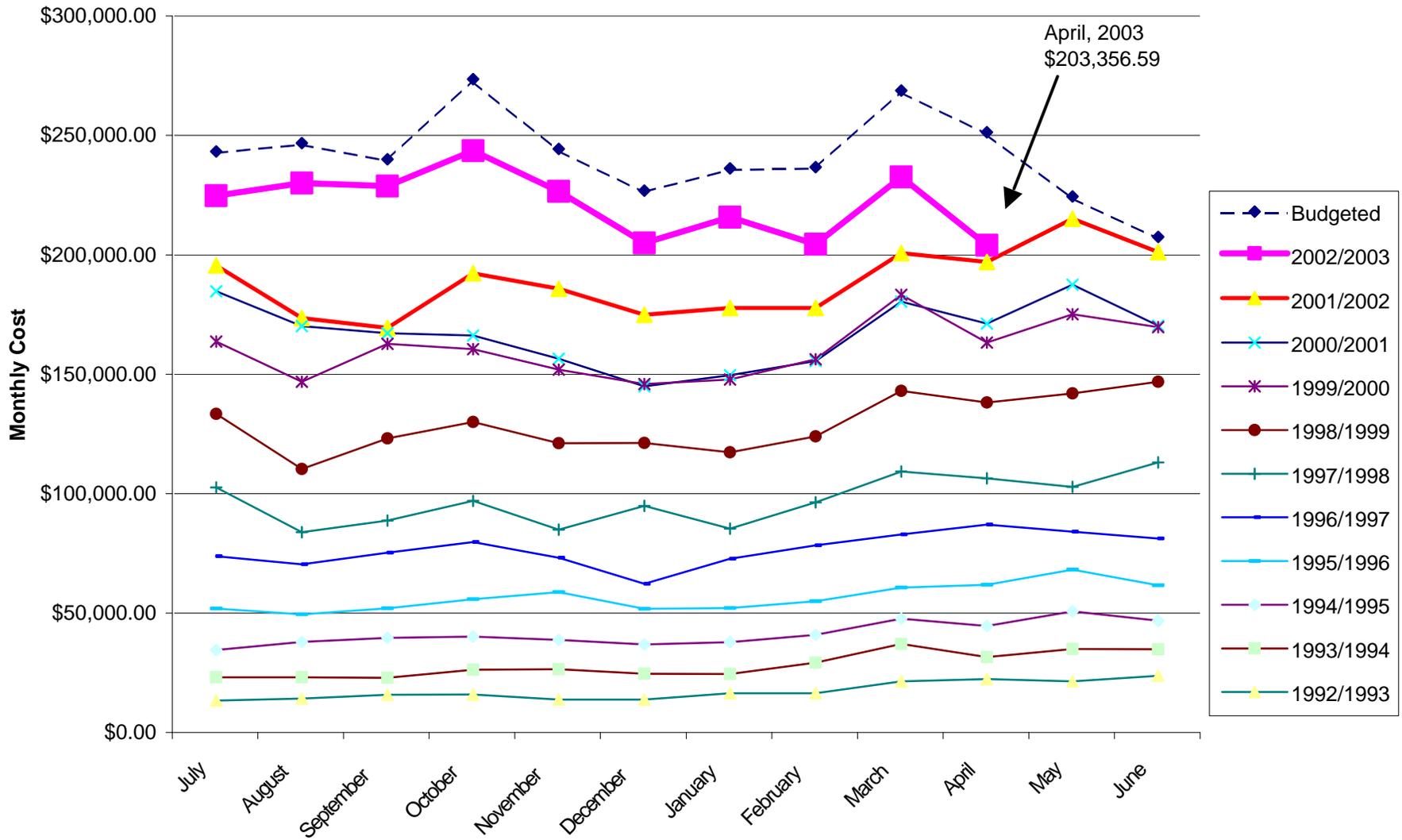
**V. ATTACHMENTS**

- Attachment A:** METRO ParaCruz Rides by Month
- Attachment B:** METRO ParaCruz Cost by Month
- Attachment C:** Recertification and New Applicant Eligibility Determinations
- Attachment D:** METRO ParaCruz Registrants by Month

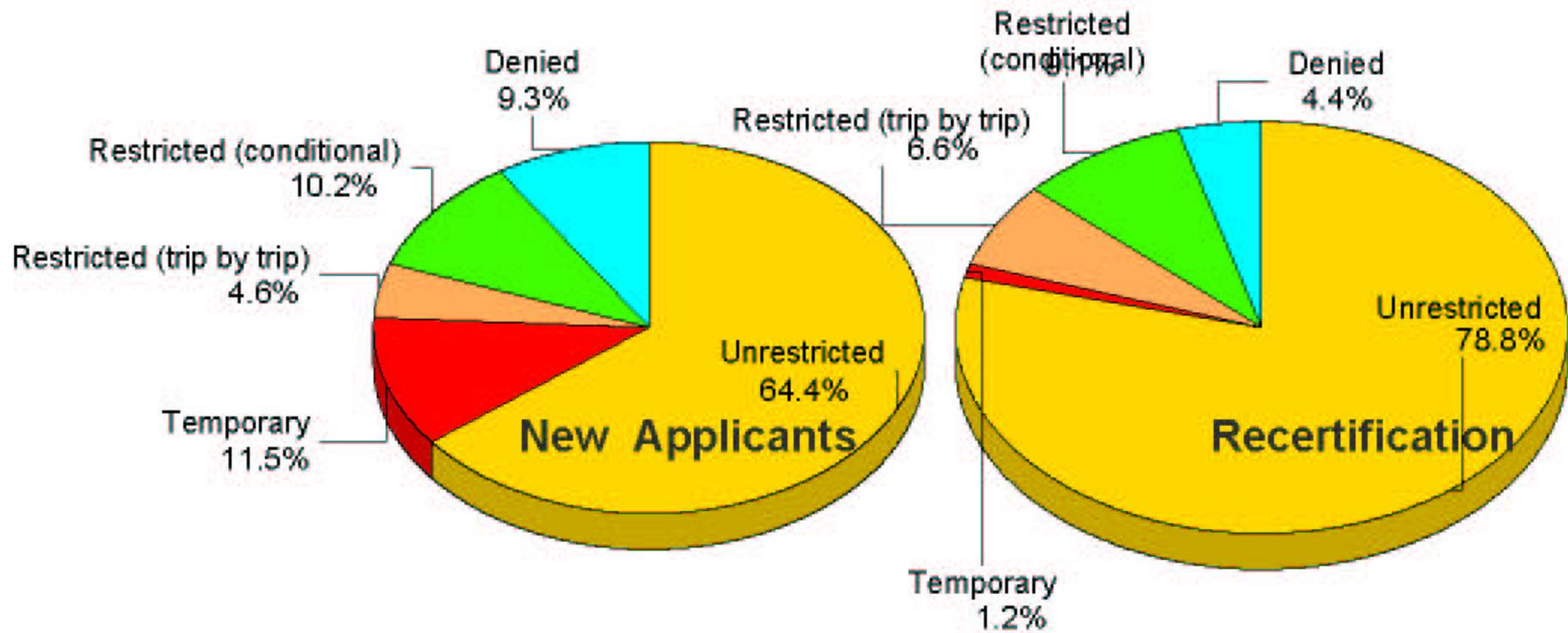
### METRO ParaCruz Rides by Month



### METRO ParaCruz Cost By Month



# METRO ParaCruz Eligibility Determinations - Aug 1 02 through June 30 03



## New Applicants

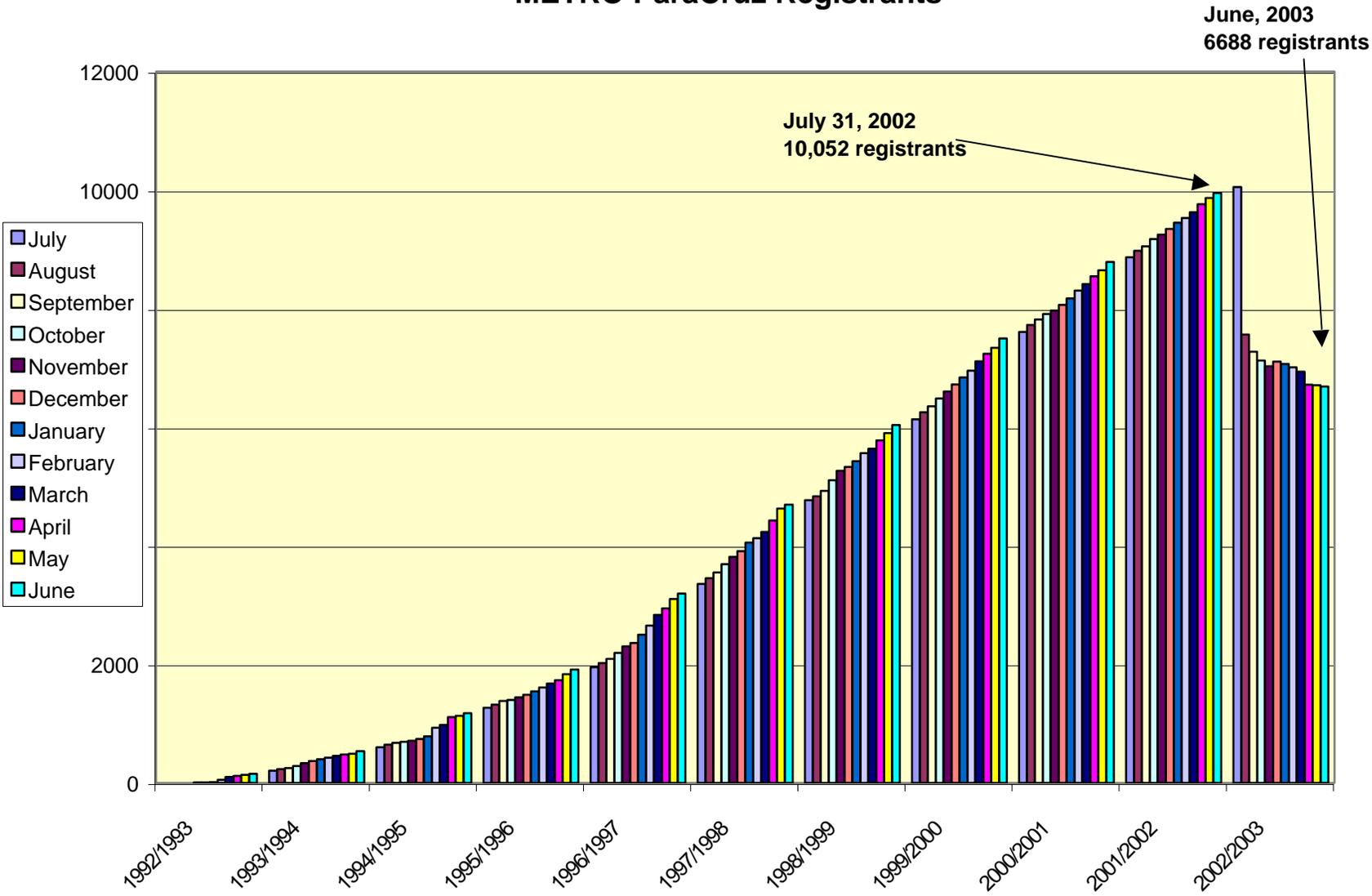
<b>Unrestricted</b>	<b>665</b>
<b>Temporary</b>	<b>119</b>
<b>Restricted (trip by trip)</b>	<b>47</b>
<b>Restricted (conditional)</b>	<b>105</b>
<b>Denied</b>	<b>96</b>
<b>Group Total:</b>	<u><u><b>1032</b></u></u>

## Recertification

<b>Unrestricted</b>	<b>902</b>
<b>Temporary</b>	<b>14</b>
<b>Restricted (trip by trip)</b>	<b>75</b>
<b>Restricted (conditional)</b>	<b>104</b>
<b>Denied</b>	<b>50</b>
<b>Group Total:</b>	<u><u><b>1145</b></u></u>

**Grand Total:** **2177**

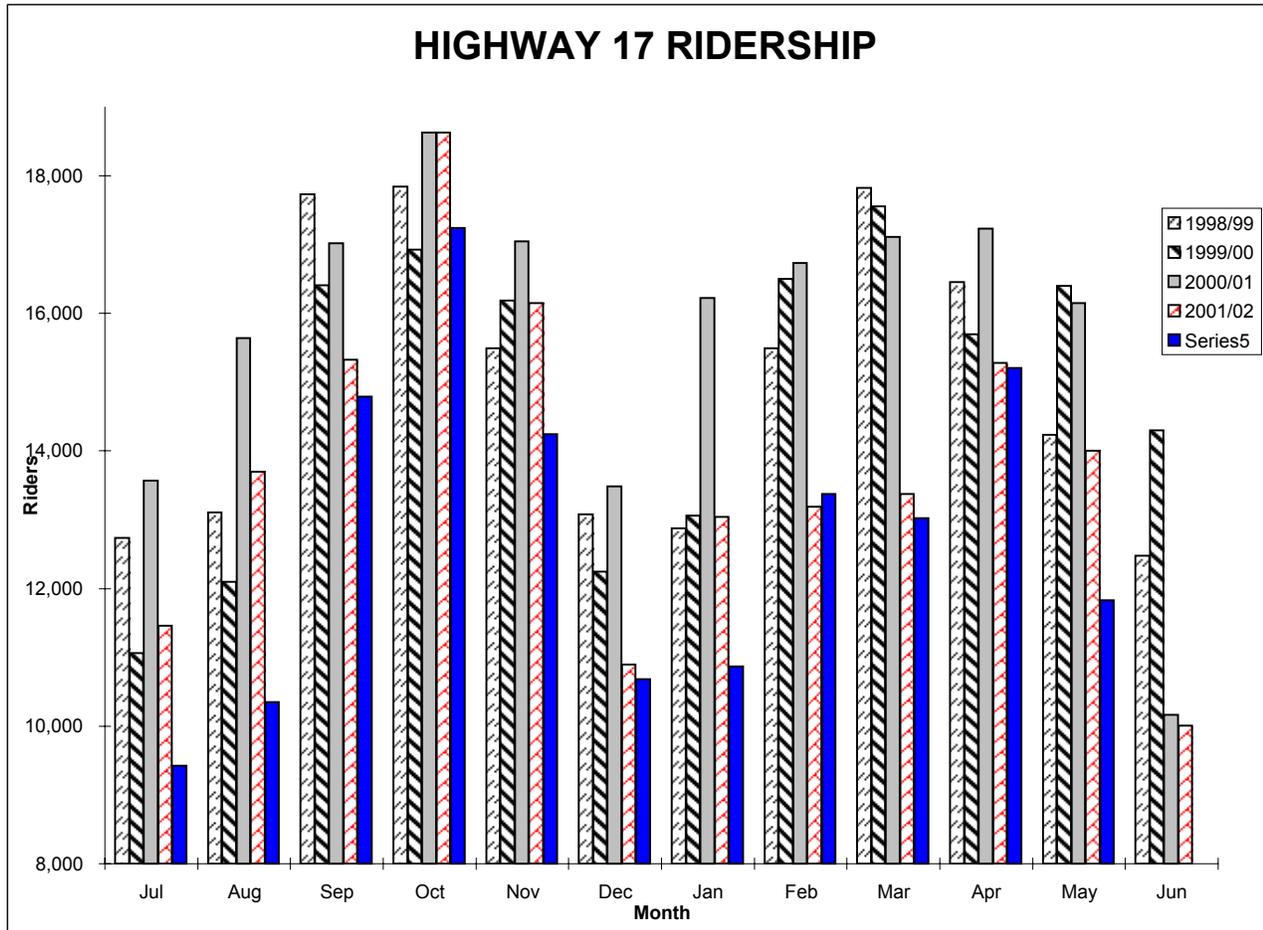
# METRO ParaCruz Registrants



Growth by Month Since Inception

# HIGHWAY 17 - MAY 2003

	May			YTD		
	2002/03	2001/02	%	2002/03	2001/02	%
<b>FINANCIAL</b>						
Cost	\$ 100,449	\$ 116,507	(13.8%)	\$ 1,114,506	\$ 1,233,913	(9.7%)
Farebox	\$ 27,920	\$ 34,852	(19.9%)	\$ 335,528	\$ 369,103	(9.1%)
Operating Deficit	\$ 68,845	\$ 78,868	(12.7%)	\$ 741,001	\$ 838,818	(11.7%)
Santa Clara Subsidy	\$ 34,423	\$ 39,434	(12.7%)	\$ 370,500	\$ 419,409	(11.7%)
METRO Subsidy	\$ 34,423	\$ 39,434	(12.7%)	\$ 370,500	\$ 419,409	(11.7%)
San Jose State Subsidy	\$ 3,683	\$ 2,787	32.2%	\$ 37,978	\$ 25,992	46.1%
<b>STATISTICS</b>						
Passengers	11,834	14,002	(15.5%)	141,047	155,051	(9.0%)
Revenue Miles	34,201	32,918	3.9%	379,466	351,619	7.9%
Revenue Hours	1,361	1,280	6.3%	15,098	13,675	10.4%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 8.49	\$ 8.32	2.0%	\$ 7.90	\$ 7.96	(0.7%)
Revenue/Passenger	\$ 2.36	\$ 2.49	(5.2%)	\$ 2.38	\$ 2.38	(0.1%)
Subsidy/Passenger	\$ 6.13	\$ 5.83	5.1%	\$ 5.52	\$ 5.58	(1.0%)
Passengers/Mile	0.35	0.43	(18.7%)	0.37	0.44	(15.7%)
Passengers/Hour	8.70	10.94	(20.5%)	9.34	11.34	(17.6%)
Recovery Ratio	27.8%	29.9%	(7.1%)	30.1%	29.9%	0.6%



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**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 billable trips for May 2003 decreased by (2.37%) versus May 2002. Year to date student billable trips have decreased by (2.9%).
- Faculty / staff billable trips for May 2003 increased by 4.7% versus May 2002. Year to date faculty / staff billable trips have increased by 6.1%.
- Revenue received from UCSC for May 2003 was \$159,309.09 versus \$162,434.54 a decrease of (1.9%).

	Billable Days	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	22	11,777	163,463	(2.37%)	4.7%
Last Year	22	11,248	167,430		

## III. DISCUSSION

Full school-term transit service to the University of California – Santa Cruz started on September 16, 2002. Attached are charts detailing student and faculty / staff billable trips. A summary of the results is:

- Student billable trips for the month of May 2003 were 163,463 vs. 167,430 for May 2002 a decrease of (2.37%).
- Faculty / staff billable trips for the month of May 2003 were 11,777 vs. 11,248 for May 2002 an increase of 4.7%.
- Year to date Student billable trips decreased by (2.9%) and faculty / staff billable trips increased by 6.1%.

- In May 2003 the charge for service was \$159,309.09. The charge for May 2002 was \$162,434.54. This represents a (1.9%) decrease in revenue for May 2003 versus May 2002.

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

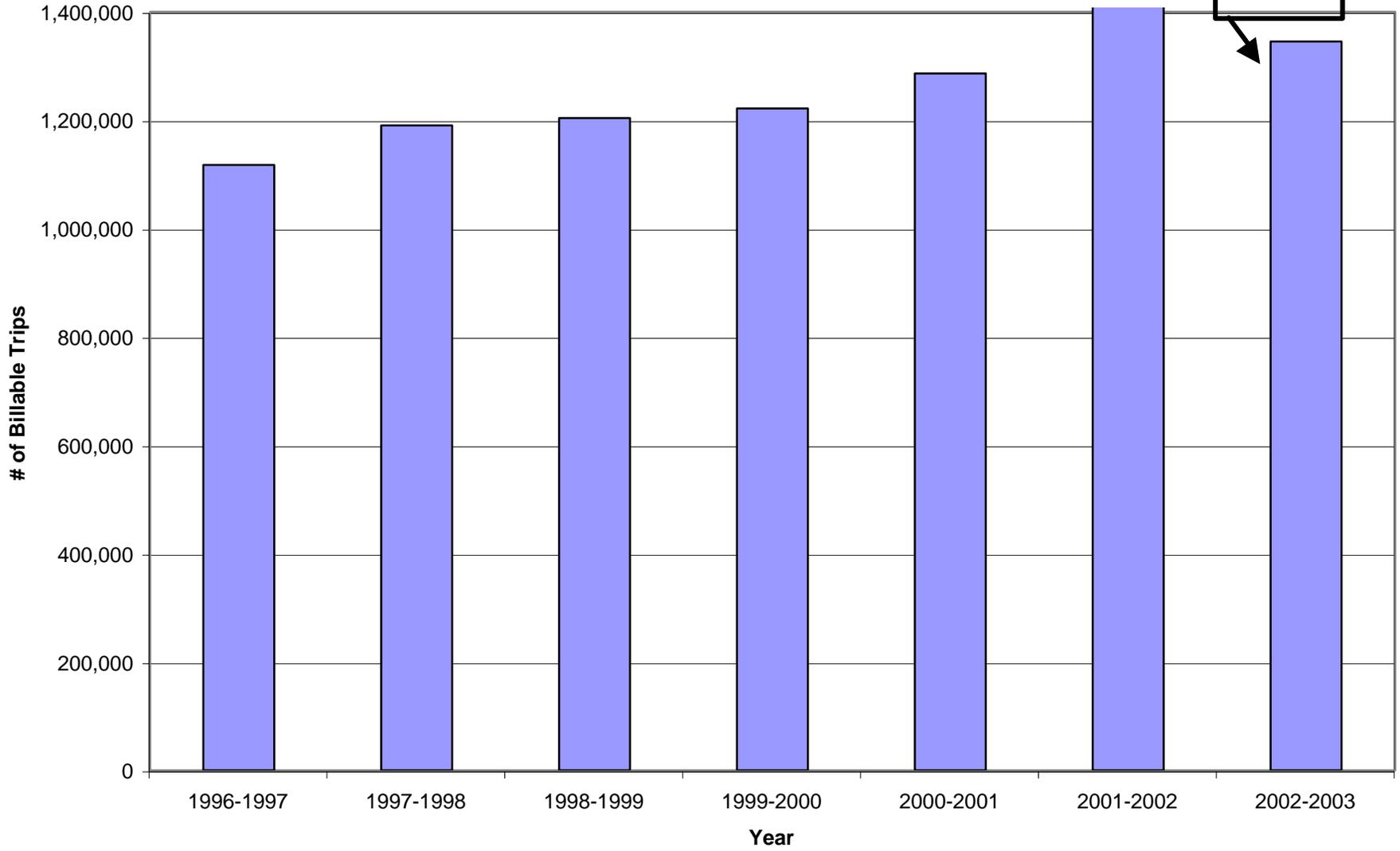
NONE

#### **V. ATTACHMENTS**

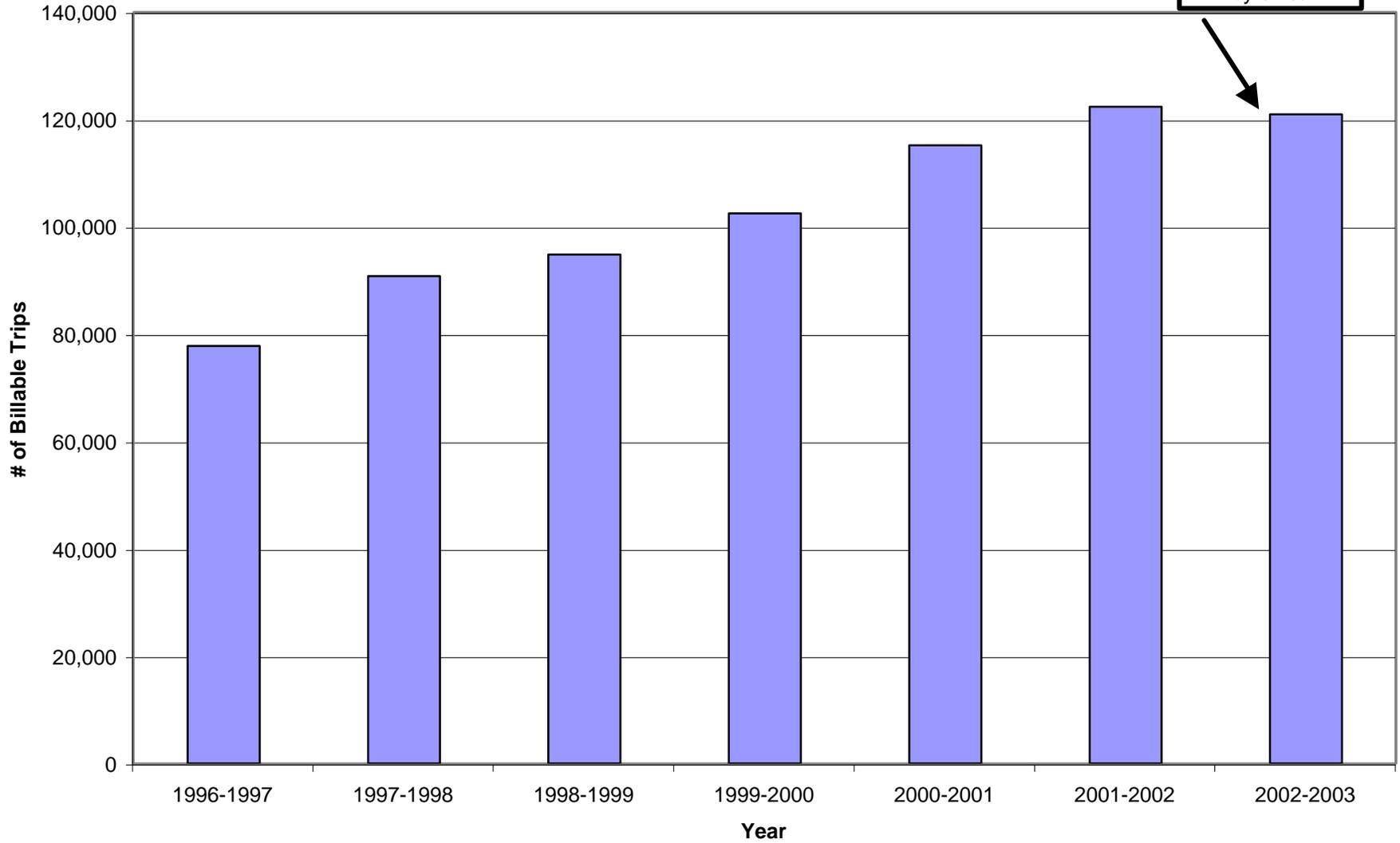
**Attachment A: UCSC Student Billable Trips**

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

### UCSC Student Billable Trips



### UCSC Faculty / Staff Billable Trips



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: METROBASE PROJECT STATUS REPORT**

## I. RECOMMENDED ACTION

**That the Board of Directors accept the status report on the MetroBase project.**

## II. SUMMARY OF ISSUES

- The MetroBase Project is currently proceeding in accordance with the **modified** schedule attached to this Staff Report. The schedule **has been modified** during the reporting period to **reflect the delay in awarding a contract for design services**.
- Overall the MetroBase Project is approximately eight (8) years behind schedule for implementation.
- On April 19, 2002, the Board of Directors selected the Harvey West Cluster No. 1 Option as the preferred alternative for the Environmental Impact Report. This was the third site to receive such designation.
- On May 17, 2002, the Board of Directors adopted a revised project schedule and requested that the project status report be included in the Board packet each month.
- The project schedule has been revised three times to allow additional time for the completion and circulation of the Draft EIR.
- On February 28, 2003 the Board of Directors certified the Environmental Impact Report and accepted the Metrobase Project.
- On April 3, 2003 the EIR challenge period closed without any actions filed contesting the adequacy of the certified document.
- On March 28, 2003 the Board of Directors approved terminating the contract with Waterleaf Interiors Inc. and issuing a new RFP for final design services.
- On March 28, 2003 the Board of Directors approved the creation of a Project Manager position to assist in expediting the next phases of the project.
- On March 28, 2003 the Board of Directors approved entering into an agreement with the City of Santa Cruz Redevelopment Agency to conduct ROW Acquisition and Relocation activities.

- Agreements with the City of Santa Cruz have been developed for Inspection Services and ROW Acquisition and Relocation Services. The Agreements were approved, along with the consent for METRO to use the power of Eminent Domain, by the Santa Cruz City Council on May 27, 2003. **The Board of Directors approved the Agreements with the City of Santa Cruz on June 27, 2003.**
- Metro is continuing to recruit to fill the Project Manager position.
- On May 13, 2003 METRO held a pre-proposal meeting for all firms interested in submitting proposals for final design services.
- **On June 25, 2003 two of the six firms submitting proposals were interviewed and a preferred firm has been selected to be recommended to the Board of Directors.**

### III. DISCUSSION

The 1989 Loma Prieta earthquake severely damaged the operating facilities at METRO. The Watsonville operating base was damaged to the degree that it became inoperable and the Santa Cruz operating base lost all fueling capabilities. From that time to the present, METRO has pursued the goal of constructing replacement facilities, which would restore cost effective maintenance and operations functions. METRO has pursued a consolidated facility approach in order to achieve the maximum amount of operating efficiency on a long-term basis. The use of a consolidated or closely clustered approach will achieve significant savings for METRO which can be used to restore service levels. The original schedule, developed for the construction of replacement facilities, identified 1995 as the target year for implementation. Unfortunately, the MetroBase project has suffered a number of setbacks over the past few years and is currently approximately eight (8) years behind schedule.

On April 19, 2002, the Board of Directors adopted a designation of the Harvey West Cluster No. 1 Option as the preferred alternative for the purposes of continuing the Environmental Impact Report process on the MetroBase project. This is the third site to be designated as the preferred alternative.

On May 17, 2002, the Board of Directors adopted a revised project schedule (Attachment A) and requested that a status report be provided to the Board at each meeting so that any schedule slippage would be apparent immediately.

The Notice of Preparation/Notice of Intent was circulated on April 30, 2002 and the comment period concluded on May 30, 2002. On May 22, 2002, the scoping meeting was held to solicit comments from the public with regard to the revised project scope. In order to proceed with the Environmental Impact Report process, it was necessary to receive a revised site plan as well as other information from both METRO and Waterleaf Interiors, Inc. The information required to

be submitted to Duffy & Associates on June 1, 2002 was delivered. The Administrative Draft EIR was received by METRO staff on August 5, 2002. Comments from METRO staff and consultants were transmitted to Denise Duffy and Associates on September 4, 2002. The next time point on the schedule was the delivery of the Screen-Check of the EIR to METRO by September 27, 2002. This date was modified for a third time to reflect a new date of October 17, 2002. The attached schedule was been adjusted to reflect the delay. The impact of this action was to delay the certification of the EIR to February 28, 2003. The EIR was certified by the Board of Directors on February 28, 2003. The Board of Directors also formally approved the Metrobase Project based upon the EIR. On April 3, 2003 the period for a challenge to the adequacy of the EIR closed with no actions filed. On March 28, 2003 the Board of Directors approved the termination of the contract with Waterleaf Interiors Inc. and authorized staff to issue a Request for Proposals (RFP) to obtain professional services to carry out final design and engineering activities. The MetroBase project schedule was modified to accommodate the time necessary to change design teams. On March 28, 2003 the Board of Directors approved the creation of a Project Manager position to oversee the future phases of the MetroBase Project. The Board of Directors authorized requesting that the City of Santa Cruz Redevelopment Agency carry out the activities necessary for Right of Way Acquisition and Relocation for the project. Recruiting actions for the Project Manager are currently underway. An Agreement between METRO and the City of Santa Cruz Redevelopment Agency for service was developed. A separate Agreement with the City of Santa Cruz for inspection services was also developed. A letter requesting consent from the City of Santa Cruz for METRO to exercise the power of Eminent Domain, if necessary, was presented to the City of Santa Cruz Council for consideration at the same time as the two Agreements were presented. The two Agreements and the Resolution of Consent in response to the Request Letter were approved by the Santa Cruz City Council on May 27, 2003. METRO staff members are continuing to recruit for the Metrobase Project Manager position. On May 13, 2003 a pre-proposal meeting was held to answer any questions from companies planning to submit proposals for final design services. Proposals for final design services were received on June 6, 2003. **On June 25, 2003 two of the six firms submitting proposals were interviewed by Director Dennis Norton, Les White, Margaret Gallagher, Mark Dorfman, and Robert Scott. The interviews were facilitated by METRO District Buyer Lloyd Longnecker. A preferred firm was selected to be recommended to the Board of Directors for approval. However, issues emerged with regard to the composition of the proposed design team that required resolution prior to consideration by the Board. Therefore, the date for Board consideration was delayed from June 27, 2003 to July 11, 2003. The project schedule attached to this Staff Report has been modified to reflect the delay.**

All other actions identified in the Revised Project Schedule attached to this Staff Report are proceeding as planned.

METRO staff will continue to monitor the progress of the MetroBase project with regard to the items contained on the project schedule that address the Harvey West Cluster No. 1 Option.

**IV. FINANCIAL CONSIDERATIONS**

No actions have taken place during the reporting period that change the financial status of the MetroBase project.

**V. ATTACHMENTS**

**Attachment A: Revised MetroBase Project Schedule**

# MetroBase Project Schedule

## MetroBase HW 1 Cluster Alternative Revised Schedule

Task	Adopted Schedule	Revision #1	Revision #2	Revision #3	Revision #4	Revision #5	Revision #6
FFIR Completed and Accepted by Board of Directors	04/19/02						
Board of Directors Amends Preferred Alternative Designation	04/19/02						
Circulate Notice of Preparation/Notice of Intent (30 days)	04/30/02						
Scoping Meeting	05/22/02						
NOP/NOI Circulation Period Ends	05/30/02						
Receive All Project Information from SCMTD & Architect	05/01/02						
Submit Administrative Draft EIR/EIS	07/15/02	08/05/02					
Review of ADEIR/EIS by SCMTD Complete	08/09/02	08/30/02					
Submit Screen-Check ADEIR/EIS to SCMTD	08/16/02	09/27/02	10/11/02	10/17/02			
Review of Screen-Check ADEIR/EIS Complete	08/19/02	10/04/02	10/18/02	10/25/02			
Start 45-Day Review Period	08/20/02	10/07/02	10/21/02	10/31/02			
DEIR Review Period Ends	10/11/02	11/20/02	12/06/02	12/15/02			
Submit Administrative Responses to Comments to SCMTD	11/04/02	12/13/02	12/27/02	01/13/03			
Review of Admin Responses Complete	11/25/02	01/03/03	01/17/03	01/31/03			
Circulate Responses (10 days)	12/09/02	01/13/03	01/31/03	02/07/03			
End Circulation Period	12/19/02	01/23/03	02/10/03	02/19/03			
Certify Final EIR	12/20/02	01/24/03	02/14/03	02/28/03			
ROW Acquisition Actions Commence	01/01/03	01/27/03	02/17/03	03/03/03	03/31/03		
A/E RFP Issued						04/15/03	
A/E Proposals Due						06/06/03	
A/E Contract Award						06/27/03	07/11/03
Final Design and Engineering Activities Commence	01/01/03	01/27/03	02/17/03	03/03/03	03/31/03	06/27/03	07/25/03
Draft Construction Specifications Circulated	05/01/03		06/01/03		07/01/03	10/10/03	11/10/03
Board of Directors Approves Construction Specifications	06/20/03				07/18/03	10/24/03	11/24/03
Request for Construction Bids Issued	06/20/03				07/18/03	10/24/03	11/24/03
Pre Bid Meeting Held	07/15/03				08/15/03	11/18/03	12/18/03
Final Bid Documents Issued	08/01/03				09/01/03	12/01/03	01/02/04
Construction Bid Received	10/01/03				11/01/03	02/27/04	03/27/04

# MetroBase Project Schedule

## MetroBase HW 1 Cluster Alternative Revised Schedule

Task	Adopted Schedule	Revision #1	Revision #2	Revision #3	Revision #4	Revision #5	Revision #6
Construction Bids Evaluated	10/01/03 thru 11/01/03				11/1/2003 thru 12/01/03	3/10/04 thru 4/01/04	04/10/04 thru 05/01/04
ROW Acquisition Completed	11/01/03				11/31/03		
Board of Directors Award Construction Contracts	11/21/03				12/19/03	04/23/04	05/28/04
Groundbreaking	01/09/04				02/13/04	05/14/04	06/14/04
Construction Begins	01/12/04				02/16/04	06/01/04	07/01/04
Fueling System Operational and online	07/01/05				08/01/05		
Fleet Maintenance Function Complete and online	09/30/05				10/30/05		
Operations Function Complete and online	11/30/05				12/31/05		
Facility Maintenance Complete and online	12/31/05				12/31/05		
Phase I Construction Complete	02/28/06				03/31/06		
Grand Opening & Celebration	03/15/06				04/15/06		

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

**SUBJECT: AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE**

## I. RECOMMENDED ACTION

**Request authorization for the General Manager to renew the agreement with the County of Santa Cruz for Land Acquisition and Relocation Services.**

## II. SUMMARY OF ISSUES

- In 1999 the District entered into an agreement with the County of Santa Cruz for the provision of Real Estate Acquisition and Relocation Services.
- Last year the Board authorized an extension of the contract.
- It is cost-effective to use the County for this work.

## III. DISCUSSION

The District has utilized the services of the County of Santa Cruz for Land Acquisition and Relocation Services. In 1999, the District entered into a new agreement with the County to provide these services. Last year the Board authorized an extension of the agreement. This is the final extension remaining on the agreement. While the District has just entered into an arrangement with the City for acquisition and relocation services, there is no cost to the District from keeping the agreement with the County in place, in case such services become necessary.

This agreement continues the relationship the District has had with the County for these services. It is not cost-effective for the District to develop this expertise on staff, as the number of times these services are required is minimal. It is recommended that the District continue this inter-governmental cooperative agreement and that the General Manager be authorized to renew the agreement for one additional year.

## IV. FINANCIAL CONSIDERATIONS

There is no financial impact at this time, only if services are used.

**V. ATTACHMENTS**

**Attachment A:** Amendment to Acquisition and Relocation Services Agreement

**ATTACHMENT A**

**AMENDMENT TO SERVICES AGREEMENT**

This Amendment to Services Agreement is dated **July 27, 2003** for reference purposes only and is made and entered into by and between SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter called "DISTRICT" and the County of Santa Cruz, hereinafter called "COUNTY". County and District currently have an ACQUISITION AND RELOCATION ASSISTANCE SERVICES AGREEMENT executed on **August 8, 1999** ("The Services Agreement").

**RECITALS**

DISTRICT has determined that it requires the Acquisition and Relocation Assistance Services provided by COUNTY in the Acquisition and Relocation Assistance Agreement dated August 8, 1999.

NOW, WHEREFORE, the parties hereto agree as follows:

1. Paragraph 18 is revised to read as follows: The term of this agreement shall be through August 7, 2004.
2. All other terms and conditions of The Services Agreement shall remain in effect.

**In WITNESS WHEREOF**, the parties have executed this Amendment to Services as of the \_\_\_\_ day of \_\_\_\_\_, 2003.

**COUNTY OF SANTA CRUZ**

**SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT**

By \_\_\_\_\_  
Director of Public Works

By \_\_\_\_\_  
General Manager

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: 1-CONSIDERATION OF GRANTING A BUILDING RESTRICTED RIGHT OF WAY TO PG&E TO ACCESS A TRANSFORMER TO BE LOCATED AT VIA DEL MAR, THE TRANSIT ORIENTED COMMUNITY LOCATED ADJACENT TO THE WATSONVILLE TRANSIT CENTER**

**2-CONSIDERATION OF GRANTING A LICENSE TO ALLOW VIA DEL MAR JOINT USE OF THE WATSONVILLE TRANSIT CENTER'S TRASH ENCLOSURE ON GARBAGE DAYS AND ALLOW THE RECYCLING COLLECTION TRUCKS ACCESS TO VIA DEL MAR'S RECYCLING RECEPTACLES VIA THE WATSONVILLE TRANSIT CENTER PROPERTY**

### I. RECOMMENDED ACTION

**1-Approve in concept a restricted right of way to allow PG&E access to a transformer through the Watsonville Transit Center site.**

**2-Authorize the General Manager to execute a License Agreement to allow Mid-Peninsula-The Farm through the operation of the Via Del Mar access to the Watsonville Transit Center trash enclosure on garbage days which would include permission to allow the recycling collections trucks to access Via Del Mar's recycling receptacle from the Watsonville Transit Center Property.**

### II. SUMMARY OF ISSUES

- On or about March 25, 1999, the City of Watsonville Redevelopment Agency expressed interest in acquiring the property located adjacent to the Watsonville Transit Center in Watsonville (APNs 17-011-51 and 52)
- On August, 2000, the Santa Cruz METRO Board of Directors authorized the General Manager to execute a Lease Agreement for two parcels owned by Santa Cruz METRO adjacent to the Watsonville Transit Center with the City of Watsonville for a nominal amount in order to facilitate a transit-related development, referred to as Via Del Mar, on the site.
- In December of 2002 a 3-page architect drawing of the facility was presented to the Board of Directors to provide an update on the work done so far on the project.

- The Via Del Mar plans call for a transformer to be placed in a location that can only be accessed by PG&E via the Watsonville Transit Center. As a result PG&E is requesting a building restricted right-of-way.
- The Via Del Mar wants to utilize the Watsonville Transit Center trash enclosure on garbage days in order to avoid leaving the trash receptacles on either the sidewalks on Beach or Rodriguez Streets. A License Agreement could facilitate such a request.

### **III. DISCUSSION**

In 1988, the Santa Cruz Metropolitan Transit District purchased APNs 17-011-51 and 52 from the Alexander family, lots believed to be necessary for the construction of the Watsonville Transit Center. According to a Board report written in late 1987, the property was to be used for “off-street parking for occupants and customers of the adjacent transit center.”

The Alexander property was never turned into a park and ride lot or a customer parking lot. In fact, in April 1999, the METRO Board of Directors declared the property to be surplus. At that time the staff was directed to consider whether leasing the property for a transit related project as advantageous to the Transit District.

In August of 2000, the METRO Board of Directors authorized the General Manager to execute a 99-year Lease with the City of Watsonville for the Alexander properties located adjacent to the Watsonville Transit Center. The City of Watsonville has granted Mid-Peninsular-The Farm an option to sublease the properties for 80 years in order to construct, operate and maintain a transit-orientated housing project including a child care center, called the Via Del Mar. Jane Royer Barr is the Mid-Peninsular Project Manager for this project.

At this time, the Project Manager is requesting that the Santa Cruz METRO’s Board of Directors’ consider three issues that will facilitate the operation of the project. A letter outlining two of these requests from the project manager is attached to this report as Attachment A. The first issue relates to the location of a transformer, which is currently planned to be located at the rear of the site in an area that can only be accessed by utilizing the Watsonville Transit Center property. From time-to-time the transformer will need to be serviced by PG&E workers. As a result of the proposed location of the transformer, the PG&E workers will have to utilize the Watsonville Transit Center property to gain access to the transformer. Given this situation, PG&E will require that Santa Cruz METRO, as the owner of the property necessary to access the transformer, agree to a building restricted right-of-way, which would prevent Santa Cruz METRO from constructing a building in the path of access to the transformer. METRO staff asked for a copy of the agreement so the entire document could be reviewed and was told that it would be provided after the design is prepared. I recommend that you approve in concept the granting of a restricted right-of-way, however, consideration of final approval would occur after the actual right of way documents can be reviewed.

The second request is to consider allowing Mid-Peninsula-The Farm to place two 3-yard dumpsters in the Watsonville Transit Center trash enclosure the night before garbage collection days until after collection. The City of Watsonville has informed the Project Manager that it does not want the dumpsters left on either Beach or Rodriguez Streets for pick-up. If authorized by the METRO Board of Directors, a License Agreement would contain indemnification and insurance provisions in favor of Santa Cruz METRO. Additionally, the license would require that METRO's transit service not be interfered with during any activity associated with the garbage removal. If any costs were incurred by METRO as a result of the grant of the license, the project operators would be required to pay for those costs pursuant to the license.

Ms. Barr also is requesting permission to place recycling receptacles in an area on the Alexander property that would have to be accessed by the recycling-collection trucks from the Watsonville Transit Center property. If authorized, this permission would be included in the License Agreement.

The Project Manager will be present at the July 11, 2003 meeting, to discuss this matter in greater detail with the METRO Board of Directors. Additionally, Director Marcela Tavantzis has written a letter in support of these requests, which is attached to this report as Attachment B.

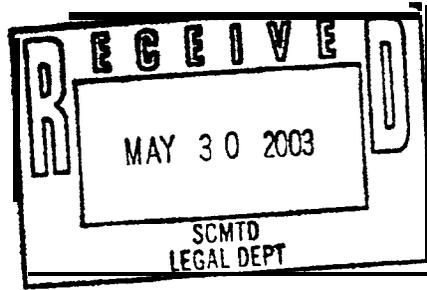
#### **IV. FINANCIAL CONSIDERATIONS**

None.

#### **V. ATTACHMENTS**

**Attachment A:** Letter dated May 28, 2003 from Jane Royer Barr, Project Manager of Via del Mar

**Attachment B:** Letter dated June 3, 2003 from Marcela Tavantzis, P.E., Assistant City Manager of Watsonville to the Board of Directors



Mid-Peninsula Housing Coalition  
Monterey Bay Office

77 Aspen Way, Suite 103  
Watsonville, California 95076  
Tel: [831] 761-7215  
Fax: [831] 761-7218  
Rental Information: [650] 299-8066  
Email: [midpen@midpen-housing.org](mailto:midpen@midpen-housing.org)  
<http://www.midpen-housing.org>

May 28, 2003

Ms. Margaret Gallagher  
District Counsel  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

RE: Via del Mar, A Transit Oriented Community

Dear Ms. Gallagher:

I am writing to update you on the progress of the Via del Mar project located adjacent to the Watsonville Transit Center. As you know, the City of Watsonville selected Mid-Peninsula Housing Coalition in August to develop affordable housing and a childcare center at the 124 West Beach / 405 Rodriguez Street site owned by the Transit Authority. Since that time, we have been proceeding with the project as quickly as possible. As of this date, we have received all local approvals necessary to build the project. Additionally, we have completed and had approved both schematic and design architectural drawings and are now proceeding with construction drawings. If we receive tax credit approval, we will start construction in the fall.

I am enclosing the latest drawings for your information and for you to share with your Board. I would be happy to attend one of your meetings if you would like me to make a presentation to your Board about the project.

As currently planned, the project will have 40 one, two and three bedroom units and a community center located on the top of a parking podium. The units will be a mix of apartments with townhouses above. One of the units will be reserved for the manager to live onsite so as to provide extended supervision of the site. The community center will include the manger's office, a computer lab for use by children and adults a community room for meetings, and a kitchen. The top of the podium will also include a tot lot and landscaped areas with trees and benches for the residents to enjoy. There will also be an onsite laundry facility. Additionally, there will be a 2,732 square foot child care center



Equal Housing Opportunity-Professionally managed by Mid-Peninsula Housing Management Corporation

located on the ground floor facing West Beach Street with a 2,636 outdoor play court attached.

In regard to funding, we have the following commitments and/or applications for funding for the project:

<u>Source</u>	<u>Type</u>	<u>Amount</u>	<u>Status</u>
CA Tax Credit Program California Community Reinvestment Corporation	Equity	\$5865,460	Applied 3/03
City of Watsonville	Permanent loan	1,4 16,800	Approved
CA HCD HOME Program	RDA Loan	1,2 15,000	Approved
City of Watsonville	Loan	1,000,000	Approved
Mid-Peninsula Housing Coalition	Grant	579,713	Approved
Federal Home Loan Bank Affordable Housing Program	Grant	500,000	Approved
		234,000	Applied 3/03

Certainly, one of the big factors that make this project feasible is the land lease at \$1 per year. We appreciate the Transit Authority's forward thinking and generosity in regard to the community and its needs. We will encourage residents to use the Transit for their transportation needs.

At this point in time, we would appreciate your consideration of two requests.

First, we ask that you consider giving a building restricted right of way to PG&E. The purpose of the right of way would be to access the transformer. As you can understand, the transformer would not fit on the street frontage on West Beach. We have sited it on the back of our property facing the Watsonville Transit Center. PG&E requires that the transformer be open to the air and accessible to a crane truck within six feet of the back of a public sidewalk in case servicing is ever needed. We have placed the transformer at the rear of our site and it will be hidden from view from the Transit Center by a wall.

Second, we would like your consideration of joint use of your trash enclosure. We plan on having two 3-yard dumpsters as well as recycling which will be served by Watsonville Sanitation two times per week. Our trash enclosure is located inside the parking podium. Twice a week, our maintenance employee will roll the dumpsters outside for pickup. While the dumpsters could be left on our sidewalk against the wall of the parking podium, we believe this would be unsightly, as they would be exposed to the Transit Center for all to see. We believe a better solution would be to place the dumpsters in your trash enclosure so that they will be out of sight. The Transit Authority garbage enclosure seems to have ample room to accommodate additional dumpsters. We hope that you will consider this request. Should this not be an acceptable proposal, we would place our dumpsters outside of the parking podium wall for pickup. They would then be exposed to the Transit Center prior to pickup. As this location is adjacent to the Transit Center, we would ask for an easement for the garbage truck to access pickup from the

Transit Authority driveway at the same time that it is picking up Transit Authority trash. If this proposal were not acceptable, our alternative would be to place our garbage dumpsters directly on Rodrigues Street for pickup. This would be unsightly and we hope to not have to do so.

I would be happy to answer any questions you may have in regard to the project or our requests. I can be contacted at 761-72 17. Thank you for your consideration. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jane Royer Barr". The signature is fluid and cursive, with a large initial "J" and "B".

Jane Royer Barr  
Project Manager

# CITY OF WATSONVILLE

*Opportunity through diversity unity through cooperation*



ADMINISTRATION  
BUILDING  
215 Union Street  
Second Floor  
Fax 831.761.0736

MAYOR & CITY COUNCIL  
215 Union Street  
831.728.6006  
CITY MANAGER  
831.728.6011  
CITY ATTORNEY  
831.728.6013  
CITY CLERK  
831.728.6005  
PERSONNEL  
831.728.6012

CITY HALL OFFICES  
250 Main St.

COMMUNITY  
DEVELOPMENT  
831.728.6018  
Fax 831.728.6173

FINANCE  
831.728.6031  
Fax 831.763.4066

PUBLIC WORKS &  
UTILITIES  
831.728.6049  
Fax 831.728.4065

PURCHASING  
831.728.6029  
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REDEVELOPMENT & HOUSING  
831.728.6014  
Fax 831.763.4114

AIRPORT  
100 Aviation Way  
831.728.6075  
Fax 831.763.4058

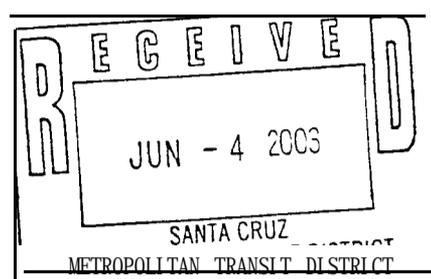
FIRE  
115 Second Street  
831.728.6060  
Fax 831.763.4054

LIBRARY  
310 Union Street  
831.728.6040  
Fax 831.763.4015

PARKS & COMMUNITY SERVICES  
30 Maple Avenue  
831.728.6081  
Fax 831.763.4078

June 3, 2003

Emily Reilly, Chair  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95090



**RE: Transit-Oriented Housing and Childcare Project at 415  
Rodriguez/ 124 W. Beach Streets, Watsonville**

Dear Chair Reilly:

The City of Watsonville appreciates the continued support that the Santa Cruz Metropolitan Transit District (SCMTD) has shown toward the City of Watsonville's transit-oriented affordable housing and childcare project in the city.

In an attempt to maximize the aesthetic qualities of the project, we are working with Mid-Peninsula Housing to install the PG&E transformer in a location that will not be visible from the street. At the same time, the transformer must be open to the air and accessible for servicing. A proposal by Mid-Peninsula Housing would locate this transformer at the rear of the property, which would require an access easement from SCMTD for servicing purposes. A similar arrangement is being sought for the solid waste containers.

We thank you for your consideration of Mid-Peninsula's requests. The District's continued cooperation is an integral part of this project.

Please feel free to contact Jerry Rioux in the City's Redevelopment and Housing Department if you have any questions concerning the project or these requests. He can be contacted at 728-6146. Thank you again for all your support.

Sincerely,

Marcela Tavantzis, P.E.  
Assistant City Manager

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT: CONSIDER AMENDING THE CONTRACT WITH PAIGE'S SECURITY SERVICES, INC.**

## I. RECOMMENDED ACTION

**District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Paige's Security Services, Inc. to extend the term of the contract for one (1) additional year with a 6% increase in the rate of compensation.**

## II. SUMMARY OF ISSUES

- The District has a contract (#99-30) with Paige's Security Services, Inc. for uniformed security guard services.
- Contract is due to expire on August 31, 2003
- At the option of the District, this contract may be renewed for three (3) additional one-year terms.
- Paige's Security Services, Inc. has indicated that they are interested in extending the contract an additional one-year period to August 31, 2004.

## III. DISCUSSION

The District's contract with Paige's Security Services, Inc. (Contractor) for uniformed security guard services is due to expire on August 31, 2003. Contractor has provided excellent service under this contract. Contractor has reviewed the contract and has indicated their desire to extend the contract term. Based on contractor's performance and as allowed in the contract, an increase in compensation for subsequent years of the contract is allowed. Due to the additional security training requirements caused by the events of 9/11, Paige's Security Services, Inc. has requested a 6% increase in the hourly wages of both the security guard and security guard supervisor.

It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Paige's Security Services, Inc. to amend the contract term and rate of compensation.

**IV. FINANCIAL CONSIDERATIONS**

Funds are available in the Operations budget for this amendment.

**V. ATTACHMENTS**

**Attachment A:** Second Amendment to Contract

**Attachment B:** Letter from Paige's Security Services, Inc.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT FOR  
SECURITY GUARD SERVICES (99-30)**

This Second Amendment to the Contract for security guard services is made effective September 1, 2003 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Paige's Security Services, Inc. ("Contractor").

**I. RECITALS**

- 1.1 District and Contractor entered into a Contract for security guard services ("Contract") on September 1, 2000.
- 1.2 The Contract allows for extension of the term upon mutual written consent.
- 1.3 Contractor has requested a 6% wage increase.

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

- 2.1 Article 4.01 is amended to the following language:

This Contract shall continue through August 31, 2004.

At the option of the District, this contract agreement may be renewed for one (1) additional one (1) year terms upon mutual written consent.

**III. COMPENSATION**

- 3.1 Article 5.01 is amended to include the following language:

Effective September 1, 2003 the hourly wage rate shall be increased 6%. The new hourly rate shall be \$ 17.72/hour for guard services and \$ 20.34/hour for Supervisor services.

**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 Second Amendment to the Contract and the person signing this Second Amendment on behalf of each has been properly authorized

and empowered to enter into it. Each party further acknowledges that it has read this Second Amendment to the Contract, understands it, and agrees to be bound by it.

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

---

Leslie R. White  
General Manager

CONTRACTOR  
PAIGE'S SECURITY SERVICES, INC.

By \_\_\_\_\_  
Leonard Paige  
President/CEO

Approved as to Form:

---

Margaret R. Gallagher  
District Counsel

Paige's Security Services, Inc.

3074 Del Monte Blvd.  
Marina, CA 93933  
Tel: (831) 384-3271  
Fax: (831) 384-1380

June 16, 2003

Santa Cruz Metropolitan Transit District  
Mr. Lloyd Longnecker, District Buyer  
1200 River Street  
Santa Cruz, CA 95060

Dear Mr. Longnecker:

Paige's Security Services, Inc. is aware of your intent to exercise Option Lot I under our contract for Guard Services at various locations within the Santa Cruz Metropolitan Transit District. We appreciate your consideration in this regard and we are looking forward to providing your office with continued guard services in this service area.

Additionally, our meeting included a discussion regarding Paige's Security Services, Inc.'s desire to submit a price increase proposal for the Metro District's consideration to cover the costs of increases in wages to the guards and also increased expenses incurred by the contractor do to changes in the industry and training requirements caused by 9/11. Based on the discussed increases in the wages and expenses we have prepared an equitable adjustment request. We respectfully request that the hourly pricing for the Santa Cruz Metropolitan District Security Guard is increased by \$1.00 per hour, and that the hourly pricing for the Santa Cruz Metropolitan District Supervisor is increased by \$1.15. These increases are outlined below:

Current Billing Rate	Percentage	Increase	Proposed Billing Rate
16.72	6	1.00	\$17.72
19.19	6	1.15	\$20.34

If you have any questions in this regard, please do not hesitate to contact me at your earliest convenience. As always I am looking forward to hearing from you. As indicated, we are looking forward to another year of providing services to Santa Cruz Metropolitan Transit District for Guard Services at various locations within the District.

Sincerely,

*Jennie Sahi*  
for Cecilee Johnson  
Business Development Manager

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2002  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**SUBJECT:** CONSIDERATION OF CALL STOP AUDIT REPORT

## I. RECOMMENDED ACTION

**This report is for informational purposes only. No Action is required.**

## II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting staff was authorized to conduct quarterly call stop compliance audits.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- Due to the timing of the Talking Bus System upgrade and the call stop audit schedule, designed to be completed on random cycles each quarter, staff instructed the auditors to verify system operation versus individual call stop verification.

## III. DISCUSSION

At the November 2001 Board of Directors meeting staff was authorized to conduct quarterly call stop compliance audits.

Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit. Robert S. Bortnick & Associates was authorized 100 hours to conduct a survey at a cost of \$5,000.00 each quarter.

A summary of the call stop audit results are:

	<b>April – May 2002</b>	<b>August 2002</b>	<b>November 2002</b>	<b>February / March 2003</b>	<b>April / May / June / July 2003</b>
Call Stops observed	194	218	232	436	88 – Boardings
Call stops announced	186	190	232	398	88 – Operational Systems
Call stops not announced	8	28	0	38	0***
Percent of call stops completed	96%	88%	100%	91.3%	0***

Percent of call stops not completed	4%	13%	0%	8.7%	0***
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\*\*\*During the months of April, May, June and July 2003 the Talking Bus System underwent a major system upgrade. The upgrade included the addition of all Transit District bus stops located more than 600 feet apart. The upgrade took approximately 10 weeks to complete. The call stop audit had been prescheduled to occur prior to the scheduling of the Talking Bus System upgrade. Call stop audits are not scheduled to commence at the same time each quarter to ensure a random sample. During the upgrade, which occurred on a weekly basis, the call stop auditor was asked to verify that the Talking Bus System was functioning versus auditing individual call stops. The audit cycle for July, August and September 2003 will include individual call stops.

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

Randomly conducted call stop compliance audits cost approximately \$20,000 per year.

#### **V. ATTACHMENTS**

**Attachment A: Table of Results from Robert S. Bortnick & Associates dated July 09, 2003.**

ROBERT S. BORTNICK & ASSOCIATES  
PRIVATE INVESTIGATIONCRIMINAL/CIVIL  
CA LIC NO P111733136 VERNON STREET  
SANTA CRUZ, CALIFORNIA 95060  
TELEPHONE (831) 423-5122  
FAX (831) 459-0430  
E-MAIL BortnickPI@aol.com

**MEMO TO: BRYANT BAEHR**

**FROM: ROBYN BORTNICK**

**DATE: JULY 9, 2003**

**RE: ADA COMPLIANCE / CALL STOP SURVEY**

Pursuant to your request, a call stop survey was conducted by our office for the second quarter of 2003. It should be noted that 100% of the buses surveyed were equipped with a functioning talking computer. There were a total of 88 boardings, the details of which are as follows:

<u>Date</u>	<u>Route</u>	<u>Talking Computer</u>
5/23/03	71 Watsonville to SC	Yes
5/23/03	69A SC/Cap Mall to Wats	Yes
6/08/03	66 Live Oak via 17 <sup>th</sup> (o/b)	Yes
12B University/East S i d e	D i r e c t	Yes
6/11/03	71 Santa Cruz to Watsonville	Yes
6/11/03	16 University via Laurel (East)	Yes
6/11/03	69W Watsonville to Cap Mall/SC	Yes
6/11/03	19 University via Lower Bay	Yes
6/11/03	10 University (via High)	Yes
6/11/03	69W Watsonville to Cap Mall/SC	Yes
6/12/03	15 Universitv via Laurel (West)	Yes

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ADA Compliance/Call Stop Survey

July 9, 2003

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6/12/03		15 University via Laurel (West)			Yes
6/12/03		35A San Lorenzo Valley (o/b)			Yes
6/12/03		35 San Lorenzo Valley (i/b)			Yes
6/12/03		3A Mission/Lighthouse			Yes
6/12/03		69A SC/Cap Mall to Watsonville			Yes
6/12/03		71 Watsonville to Santa Cruz			Yes
6/14/03		67 Live Oak via East Cliff (o/b)			Yes
6/14/03		40 Davenport/North Coast			Yes
6/14/03		6 7 Live Oak via East Cliff (i/b)			Yes
6/14/03		69W Watsonville to Cap Mall/SC			Yes
6/14/03		75 Green Valley			Yes
6/14/03		69A Watsonville to Cap Mall/SC			Yes
6/14/03		7N Beach Night/Cap Mall			Yes
6/15/03		2 Mission/Western			Yes
6/15/03		16 University via Laurel (East)			Yes
6/17/03		69W Watsonville to Cap Mall/SC			Yes
6/17/03		91 Commuter Express to Wats			Yes
6/17/03		71 Watsonville to Santa Cruz			Yes
6/17/03		69N Capitola Road/Cabrillo			Yes
6/17/03		69N Cabrillo/Capitola Rd./SC			Yes
6/17/03		69N Capitola Road/Cabrillo			Yes

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ADA Compliance/Call Stop Survey

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6/21/03		66 Live Oak via 17 <sup>th</sup> (i/b)		Yes
6/21/03		66 Live Oak via 17 <sup>th</sup> (o/b)		Yes
6/21/03		52 Capitola/Soquel		Yes
6/21/03		71 Watsonville to Santa Cruz		Yes
6/21/03		69W SC/Cap Mall to Watsonville		Yes
6/21/03		71 Watsonville to Santa Cruz		Yes
6/22/03		35 San Lorenzo Valley (i/b)		Yes
6/22/03		35 San Lorenzo Valley (o/b)		Yes
6/22/03		65 Live Oak via 30 <sup>th</sup> (o/b)		Yes
6/22/03		55 Rio Del Mar		Yes
6/22/03		71 Watsonville to Santa Cruz		Yes
6/23/03		52 Capitola/Soquel		Yes
6/23/03		71 Santa Cruz to Watsonville		Yes
6/23/03		72 Corralios		Yes
6/23/03		71 Watsonville to Santa Cruz		Yes
6/24/03		32 Graham Hill		Yes
6/24/03		31 SV/SC via Hway 17		Yes
6/24/03		69 Capitola Road/Santa Cruz		Yes
6/24/03		35 San Lorenzo Valley (o/b)		Yes
6/24/03		10 University (via High)		Yes
6/24/03		16 University via Laurel (East)		Yes

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6 1 2 4 1 0 3	69N Caoitola Road/Cabrillo		Yes
6/24/03	35 San Lorenzo Valley (i/b)		Yes
6/24/03	69N Cabrillo/Capitola Rd./SC		Yes
6/24/03	71 Santa Cruz to Watsonville		Yes
6/29/03	67 Live Oak via East Cliff (i/b)		Yes
6/29/03	67 Live Oak via East Cliff (o/b)		Yes
6/29/03	69W SC/Cap Mall to Watsonville		Yes
6/29/03	66 Live Oak via 17 <sup>th</sup> (i/b)		Yes
6/30/03	38 Mission/Natural Brides		Yes
6/30/03	16 University via Laurel (East)		Yes
6/30/03	67 Live Oak via E. Cliff (o/b)		Yes
6/30/03	69A Watsonville to Cao Mall/SC		Yes
6/30/03	69W SC/Cap Mall to Wats		Yes
6/30/03	16 Universitv via Laurel (East)		Yes
6/30/03	3B Mission/Natural Bridges		Yes
6/30/03	73 Airport/Buena Vista		Yes
6/30/03	69W Wats to Cap Mall/SC		Yes
6/30/03	19 University via Lower Bay		Yes
6/30/03	69N Capitola Road/Cabrillo		Yes
7/01/03	2 Mission		Yes
7/01/03	10 University (via High)		Yes

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7/02/03		71 Watsonville to Santa Cruz			Yes
7/02/03		31 SV/SC via Hway 17			Yes
7/02/03		35 San Lorenzo Valley (i/b)			Yes
7/02/03		91 Commuter Express to Wats			Yes
7/02/03		73 Airport/Buena Vista			Yes
7/02/03		69A Watsonville to Cap Mall/SC			Yes
7/02/03		66 Live Oak via 17 <sup>th</sup> (o/b)			Yes
7/02/03		69N Cabrillo/Capitola Rd./SC			Yes
7/02/03		71 Santa Cruz to Watsonville			Yes
7/03/03		71 Watsonville to Santa Cruz			Yes
7/03/03		69N Cabrillo/Capitola Rd./SC			Yes
7/03/03		69N Capitola Road/Cabrillo			Yes
7/05/03		65 Live Oak via 30 <sup>th</sup> (o/b)			Yes
7/05/03		65 Live Oak via 30 <sup>th</sup> (i/b)			Yes

END OF MEMO.  
reb

PRIVILEGED AND CONFIDENTIAL

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: July 25, 2003

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following Claims On The Dates Indicated:

1. Settlement with Gary Brierly on June 13, 2003

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1. Settlement of Gary Brierly's Worker's Compensation Case:

On June 13, 2003 in closed session, the Board of Directors authorized a settlement with a Compromise and Release being signed, in the above referenced worker's compensation matter in the amount of Forty-five thousand dollars (\$45,000.00), of which \$24,400.00, was already paid for permanent disability.

The following directors authorized the settlement: Directors Ainsworth, Beautz, Hinkle, Reilly, Spence and Tavantzis. The motion passed with Directors Almquist and Norton voting no. Directors Keogh, Ventura Phares and Rotkin were absent.

Pursuant to this direction, the claim was settled via Compromise and Release.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Interim 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 Chairperson 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, a limited number will be invited to attend Board meetings from time to time to receive their awards.

## **IV. FINANCIAL CONSIDERATIONS**

None.

## **V. ATTACHMENTS**

**Attachment A:** Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**  
**EMPLOYEE RECOGNITION**

**TEN YEAR**

None

**FIFTEEN YEARS**

Russell Thomas, Mechanic II  
Ward Howard, Body Repair Mechanic

**TWENTY YEARS**

None

**TWENTY-FIVE YEARS**

James Strickland, Bus Operator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**SUBJECT: CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ  
RECERTIFICATION**

## I. RECOMMENDED ACTION

**Staff is recommending minor changes to the Metro ParaCruz Service Eligibility and Appeals Process Policy. The changes reflect the correction of grammatical errors, clarification of practices and allowing the applicant to ask that staff not participate while presenting information to the appeals panel.**

## II. SUMMARY OF ISSUES

- At the April 25, 2003 Board of Directors meeting the request was made to conduct a one-year review concerning the recertification / certification process enacted August 01, 2002.
- On May 27, 2003 staff hosted a community stakeholders meeting to discuss ParaCruz service and to solicit public input. Community stakeholder input is attached as Attachment E.
- Staff completed a review of the existing Metro ParaCruz Service Eligibility and Appeals Process procedure and prepared recommendations for change.
- To date, 2,177 recertification / certifications assessments have been accomplished with 51 appeals submitted.

## III. DISCUSSION

At the April 25, 2003 Board of Directors meeting the Board of Directors requested that staff conduct a one-year review of the ParaCruz recertification / certification program.

### **Background**

Paratransit service is provided by the Transit District, as required by the Americans with Disabilities Act, as a complimentary service to the fixed route service. Paratransit is designed for persons who cannot access the fixed route service due to a disability.

From April 1999 through March 16, 2001 staff worked with the community stakeholders and Nelson / Nygaard (a private consulting firm) to review existing paratransit certification policies and procedures. This review entailed numerous meetings with paratransit stakeholders and staff

in an effort to prepare recommendations to the Board of Directors concerning the recertification / certification of persons accessing paratransit service. The culmination of those meetings resulted in the Board of Directors receiving recommendations and adopting changes to the paratransit certification process at the March 16, 2001 Board of Directors meeting.

On August 01, 2002 Orthopedic Hospital (the Transit District's contract for recertification / certification services) began the recertification / certification process. As of June 30, 2003 - 2,177 recertifications / certifications assessments have been completed.

Staff hosted a meeting on May 27, 2003 at the Santa Cruz Police Department Community Room to receive community stakeholder input on the recertification/certification process. The meeting was attended by:

Bryant J. Baehr, SCMTD	Steve Paulson, SCMTD
John Daugherty, SCMTD	Margaret Gallagher, SCMTD
Eileen Pavlik, SCMTD	Sharon Barbour, MASTF
Sena Dolowich, Satellite Dialysis	Lois Nieuwstad, Senior Network Services
Brenda Moss, Senior Network Services	Bonnie McDonald, Senior Network Services
Helene Puckett, Pacific Coast Manor	Bonnie Morr, UTU
Arturu Zamudi, UTU – Lift Line	Kathleen Johnson, Ombudsman
Clay Kempf, Seniors Council	Michael Bradshaw, CCCIL
Manny Martinez, SEIU	Jenna Glasky, SEIU
Carolyn Bliss-Isberg, Stroke Center	Director Pat Spence
Connie Drummond, Pacific Coast Manner	
John Wood, ParaCruz Appeals Panel Member	
Colleen McFadden, Senior Network Services – Linkages Program	

Included as Attachment E to this staff report is a detailed listing of the comments received and staff responses to the May 27, 2003 one-year review meeting.

Staff also completed a review of the existing Metro ParaCruz Service Eligibility and Appeals Process policy. Staff is recommending minor in nature changes to the policy to clarify procedures, address issues that have arisen and to fix grammatical errors. Highlights of the changes include:

3.05.1 Certification for an immediate need will not be evidence of eligibility for the METRO ParaCruz service.

**There is some confusion by applicants who receive “immediate need” certification as to why they needed to complete the assessment process. This clarifies that the use of “immediate need” certification does not imply continued eligibility.**

5.03.1 Upon request the applicant will be provided with transportation to and from the interview at no cost.

**Clarification of existing practice.**

9.03.1 The chair will welcome all participants for each appeal hearing. Following introductions, the chair will invite the Manager of Operations or his/her designee to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least twenty-four (24) hours in advance of the hearing. The applicant can request that the individual presenting the ParaCruz eligibility determination not participate in the hearing. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

**Some participants in the appeals process felt uncomfortable having staff at the appeal hearing while they describe why their eligibility determination should be changed by the appeals panel. This change allows for the committee to excuse the administrative staff person from the hearing. This proposed policy change does not change the composition of the Appeals Panel.**

10.04.1 Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the initial decision regarding eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision which shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

**The original language talked about sustaining the denial of eligibility. Some applicants for ParaCruz Service appeal their determination of “conditional” or “restricted” eligibility. This clarifies existing practice.**

Staff is working to improve on communication with the community stakeholders, applicants and customers who access ParaCruz service. ParaCruz staff is also working to improve the format, information and instructions that applicants receive concerning eligibility, the determination of eligibility and how the appeal process works.

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

None

#### **V. ATTACHMENTS**

- Attachment A:** List of organizations contacted for March 16, 2001 staff report
- Attachment B:** List of organizations contact for the public meeting held on May 27, 2003
- Attachment C:** Comments submitted by Senior Network Services
- Attachment D:** Comments submitted by Pacific Coast Manor
- Attachment E:** Comments submitted and staff responses from May 27, 2003 meeting
- Attachment F:** Proposed revisions to the Metro ParaCruz Service Eligibility and Appeals Process Policy
- Attachment G:** ParaCruz Certification/Recertification Participant Graph
- Attachment H:** ParaCruz Certification/Recertification Appeals Graph

## Additional Information for staff report – Consideration of One-Year Review of ParaCruz Recertification

### Identified Skilled Nursing Facilities detailing ParaCruz Applicants and Eligibility Determinations from August 01, 2002 through July 11, 2003

Skilled Nursing Facility	Total Applicants	Unrestricted Eligibility	Other than Unrestricted Eligibility
Watsonville Nursing Center	74	73	1
Santa Cruz Health Center	73	72	1
Pleasant Care	68	51	17
Pacific Coast Manor	48	47	1
Brommer Manor	41	40	1
Golden Age	35	35	0
Driftwood	30	29	1
Valley Convalescent	24	24	0
<b>Total</b>	<b>393</b>	<b>371</b>	<b>22</b>

Proposed ParaCruz Service Eligibility and Appeals Process modifications as a result of the Board of Directors meeting on July 11, 2003

#### **Section 9.03**

The chair will welcome all participants for each appeal ~~evaluation~~-hearing. Following introductions, the chair will invite the Manager of Operations or his/her designee to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least ten (10) days ~~twenty-four (24) hours~~ in advance of the hearing. The applicant can request that the individual presenting the ParaCruz eligibility determination (currently the Eligibility Coordinator) not participate in the hearing. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

**Section 10.4**

Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the ~~denial of~~ initial decision regarding the Denial, Conditional or Restricted eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision which shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

## Stakeholder Groups Representing Seniors and People with Disabilities

The 77 groups on the METRO Mailing List that received the first draft materials on Paratransit Recertification:

Alliance for the Mentally **Ill** of Santa Cruz County  
**Alzheimer's** Association of Santa Cruz  
 American Cancer Society  
 American Red Cross  
**Cabrillo** College Disabled Student Set-vices  
 Cabrillo College Stroke Center  
**California Grey**Bears  
 CASA of Santa **Cruz** County  
**Catholic** Charities Family Program  
**Central** Coast for Independent Living  
**Citizens' Committee for the Homeless**  
 City of Santa Cruz  
 Community Foundation of Santa **Cruz** County  
**Community** options  
 Davenport Resource Center  
 Del Mar **Caregiver** Resource **Center** House  
 Dominican Hospital **Psychiatric Services**  
 Dominican Oaks  
 Dominican Restorative Care Unit  
**Doran** Center for **the** Blind and Visually Impaired  
 Easter Seal Society of Monterey Bay Region  
**Elderday** Adult Health Care Center  
 Elderly **&** Disabled Transportation Advisory **Committee**  
 Family Service Association of **Pajaro** Valley  
 Family Service Association of Santa Cruz County  
 Food and Nutrition Services  
 Foster Grandparent Senior Companion Program  
 Goodwill Industries  
 Head Start  
 Hospice Caring Project of Santa Cruz County  
 La **Alianza** Del Valley Pajaro  
**La Posada**  
 Lifespan Care Management Agency  
**Lifeline/CTSA**  
 Lion Eye Fund Santa Cruz County  
 Live Oak Senior Center  
 Mental **Health** Client Action Network  
 Mental Health **Services** of Santa **Cruz** County  
 Mental Health Resource Center  
 Metro Accessible **Services** Transit Forum  
**Metro Users** Group  
 Mid County Senior Center  
**Pajaro Valley Unified** School District  
 Palomar **Inn**  
**Porter-Vallejo** Community Center-Santa Cruz  
**San Andreas** Regional Center  
 San **Lorenzo** Valley Unified **Schools**  
**Santa Cruz City Schools**

Santa **Cruz** Community Counseling Center  
Santa Cruz County Commission on Disabilities  
Santa Cruz County Health **Services** Agency  
Santa **Cruz** County **Office** of Education  
Santa Cruz County Regional **Transportation** Commission  
Santa Cruz **County** Seniors Commission  
Santa Cruz County Veterans Service **Office**  
**Scotts** Valley Senior Center  
Senior Citizens Center of Santa Cruz  
Senior Citizens **Legal Services**  
**Senior** Citizens Opportunity  
Senior Citizens Organization of San **Lorenzo** Valley  
Senior **Community** Service Employment Program  
Senior **Information** and Referral-Santa Cruz  
Senior Information and Referral-Watsonville  
Seniors **Council/Area** Agency on Aging  
**The Salvation Army-Santa Cruz Corps**  
The Salvation **Army-Watsonville Corps**  
The Shelter Project  
UCSC Disability Resource Center  
United Cerebral Palsy of California  
Valley Resource **Center**  
Volunteer Center of Santa Cruz County  
Watsonville Care **Center-East** and West  
Watsonville **Community** Hospital  
**Watsonville** Residential Care  
Watsonville Senior Center  
Young at Hart Project  
Youth Services

**Organizations Contacted for May 27, 2003 ParaCruz Meeting**

Aegis of Aptos  
Alliance for Mentally Ill  
Alzheimers Association  
American Cancer Society  
American Red Cross  
Cabrillo College Disabled Services  
Cabrillo College Stroke Center  
California Grey Bears  
California State Department of Rehab  
CASA of Santa Cruz County  
Catholic Charities Family Program  
CCCIL (Central Coast Center For  
Independent Living)  
Commission On Disabilities  
Community Options  
Davenport Resource Center  
Del Mar Caregivers Resource Center  
Dominican Hospital Psychiatric  
Dominican Oaks  
Dominican Restorative Care Center  
Doran Center For Blind And Visually  
Impaired  
E&DTAC (Elderly And Disabled)  
Easter Seals of Monterey Bay  
Elderday Adult Health Care Center  
Family Service Agency  
Family Services Assn. of Pajaro Valley  
Foster Grandparents/Sr. Companions  
Goodwill Industries  
Hospice Caring Project  
La Alianza Del Valle Pajaro  
La Posada  
Lifespan Care Management  
Lifeline/Community Bridges/Food &  
Nutrition Services  
Lion Eye Fund  
Live Oak Senior Center  
MASTF (Metro Accessible Services  
Transit Forum)  
Mental Health Client Association  
Mental Health Services of Santa Cruz  
Mid County Senior Center  
MUG (Metro Users Group)  
Pacific Coast Manor  
Palomar Inn  
Poppy Hill  
Porter-Vallejo Community Senior  
Center  
Salvation Army of Watsonville  
San Andres Regional Center  
San Lorenzo Valley Unified Schools  
Santa Cruz City Schools  
Santa Cruz Community Counseling  
Santa Cruz County Schools  
Santa Cruz County Seniors  
Commission  
Santa Cruz County Veterans Services  
SCCRTC  
Scotts Valley Senior Center  
Senior Citizens Organization of San  
Satellite Dialysis (Santa Cruz & WAT)  
Lorenzo Valley  
Senior Council  
Senior Legal Services  
Shelter Project (The)  
Shoreline Occupational Services  
Sunbridge (East and West)  
TRIAD  
UCSC Disability Resource Center  
United Cerebral Palsy Of California  
Valley Resource Center  
Via Pacifica Gardens  
Volunteer Center of Santa Cruz  
Watsonville Care East And West  
Watsonville Community Hospital  
Watsonville Residential Care  
Young At Heart  
Youth Services  
Youth Services Watsonville

# SENIOR NETWORK SERVICES

**1777-A Capitola Road  
Santa Cruz, CA 95062  
(831) 462-1433**

**Attachment C**

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## Concerns about Pat-a-Transit Certification Process May 2003

1. Include a medically trained person on the appeals committee or give more weight to rider's doctor's report.
2. A review of the criteria for Skilled Nursing Facility care would indicate that people living in these facilities are, by definition, too disabled to use the bus system on a regular basis. Why must they be subjected to the unnecessary ordeal of attending a para-transit re-certification appointment?
3. If the criteria is function, a person should be asked to **demonstrate** abilities. The simulation should closely resemble a real life outdoor experience. Seniors especially, don't want to admit they can't do things anymore.
4. Appeals board should be completely impartial, not Metro employees.
5. Persons with disabilities who serve on the Appeals committee should include those who became disabled later in life, when it is not often easy to adapt.
6. Before deleting a client out of the system, make a follow-up call to see if the person received re-certification notice, and give them an opportunity to arrange an appointment (also provide an extension at this time). This is especially important if original application was based or partially based on mental or visual impairment.
7. If a person calls for transport and is told that their service is no longer valid because they didn't respond to the notice for re-certification, they should be allowed a 30 day extension of service, provided they call Metro that same day and make an appointment for the evaluation. (Some may even need help making that call).



A United Way Agency

8. Be more receptive to feedback from case managers who are trying to assist clients with their transportation needs. If someone has a case manager it generally means they are not able to manage their own **affairs**. Case managers should be allowed to request a 30 day extension without question in order to give the case manager time to make sure the rider gets to the re-evaluation session.
9. Please review the client file before determining that an extension is not warranted. A small **number** of par-a-transit users are not capable of responding to a written notice and taking the necessary action to arrange for the re-certification appointment. Some of these people don't have friends, family or case managers to assist them. How do we know that some very isolated, low-functioning riders haven't been removed from the service simply because they can't respond to written communication?
10. A senior who uses a walker and a cane should not have to go through two separate re-certification procedures as some have had to do. Many people use both depending upon their disease process and what kind of a day they are having. The original letter should make clear which device they should bring, or that they should bring both.
11. The letter telling them to come to the evaluation isn't clear about location, where to park if someone is going to bring them, how to use the elevator in the Metro building. Communication sent to riders must be as clear as possible and should explain why this is happening and what the appeal process is.
12. Are Seniors being given an easy-to-read list of pat-a-transit alternatives? Does this include bus passes and taxi scrip?



May 30, 2003

Pacific Coast Manor

RECEIVED JUN 02 2003

**To: Whom It May Concern**

**In response to the open forum held on Tuesday, May 27<sup>th</sup> regarding the recent changes in the services provided by Lifeline and Paratransit and the assessment methods currently being implemented over the last 6 months.**

**We want to emphasize the unique population that resides in the long term care facilities. The fact that they have been admitted to long term care identifies them as being mentally or physically impaired well beyond any ability required to access public transportation independently.**

**When a resident is admitted into Pacific Coast Manor, they are screened upon admission and again quarterly by interdisciplinary licensed professionals. This screening document is titled "Minimum Data Set 2.0 (see attached. form). Social Service professionals are mandated reporters for a variety of other reasons and are capable of mainstreaming your qualification process with integrity and reliability.**

**We strongly suggest that you acknowledge this work and not duplicate reliable assessments already in place that qualify these residents for 24 hour care and supervision. This identifies them as clients for Lifeline and Para-transit services as long as they reside in a long-term care facility.**

**These clients also need immediate coverage as they are in a transitional state related to their disability whether it is of recent onset, temporary or permanent and have medical appointments related to the situation. Currently it is taking over a month to get them registered. We want to fax a form and receive confirmation within 24 hours much like it was in the past.**

**There is no measurable variation in this population that would justify elaborate procedures for screening. We understand your budgetary constraints as we face similar difficult decisions. We all must examine our practices and procedures.**

**Thank you very much,**

A handwritten signature in cursive script, appearing to read "Connie Drummond".

A handwritten signature in cursive script, appearing to read "Helene Puckett".

**Connie Drummond MSW  
Helene Puckett AD**

## Input / staff comments from Public Meeting held on May 27, 2003

### Eligibility Assessment

Comment	Staff Response
<p>1. METRO is duplicating assessments. It was reported that assessments are completed to qualify individuals for other programs that are funded through the County of Santa Cruz, State of California and the Federal Government. Comments were that the assessment conducted by METRO are a duplication of effort and an expenditure of funds that could be saved.</p>	<p>Qualifying for programs offered through the County of Santa Cruz, State of California and the Federal Government have varied criteria. It is unknown if those criteria meet the requirements of the Americans with Disability Act (ADA). ParaCruz is mandated by the ADA and has very specific eligibility criteria.</p>
<p>2. When METRO conducts an initial needs assessment the community should be involved.</p>	<p>There was an extensive outreach process conducted while the ParaCruz policies and procedures were being revised. Seventy-seven (77) community groups were contacted to provide input prior to the recommendations going to the Board of Directors. ParaCruz staff continues to work on communicating with the community about ParaCruz and the services that METRO provides.</p>
<p>3. METRO develop a “trigger” list of questions regarding specific disabilities.</p>	<p>Comment forwarded to Orthopedic Hospital, METRO’s certification vendor, for comment.</p>
<p>4. Currently there is a month between the application being filed with METRO, the assessment be completed and the completion of the certification process.</p>	<p>Currently when a ParaCruz certification request is received, if the applicant is available, they will be seen within 7 days. After the certification assessment, the determination notification is sent within 7 days.</p>
<p>5. A person applying for METRO ParaCruz be temporarily eligible for the service until the certification process is complete.</p>	<p>Providing an applicant with temporary eligibility until the certification is complete would be a confusing process for the applicant. The applicant might presume that they are unconditionally eligible for the service prior to the determination being made. Should the applicant disagree with the eligibility determination, the appeal process can take up to 90 days to complete. During that time the applicant would be accessing services, diverting service from others that are qualified, where at the end of the appeal process they might not have qualified for the service. “Immediate</p>

	need” certification is available for unforeseeable situations.
6. Metro should provide a person with a medical and occupational background at all stages of the process.	The model developed for ParaCruz is a functional assessment versus a medical assessment. Determination as to whether a customer can access a fixed route bus is solely based on that person’s functional ability. Applicants can bring any specific medical information to the assessment for consideration. Costs associated with providing a medical professional at all stages of the process cannot be determined at this time. Medical professionals in Santa Cruz County are at a premium.
7. The ParaCruz certification process should assess the entire individual representing the whole picture of the person.	Eligibility for ParaCruz service is based on a functional assessment. Applicants have a face-face interview with an assessor and have the ability to discuss their disability and the limitation that the disability presents. The assessors are trained to be respectful and to listen to the applicant taking into account all the information provided by the applicant and the responses / interactions to the face-to-face interview.
8. At assessment explain to assessor medical condition	Applicants are asked about conditions that prevent them from being able to access the fixed route system. They may also provide additional documentation for the assessor to review.
9. At the Appeal stage appeal panel members have a medical background	The role of the appeals panel is to verify that the assessment process was followed—not to perform a re-assessment. Therefore, applicants who wish to provide medical information at the appeal stage may do so to substantiate their appeal.
10. Professionalism of assessment	Staff strives to ensure that applicants are treated professionally and respectfully. Staff has not received any specific complaints from applicants concerning unprofessional behavior.
11. Knowledge of community for assessment point of "barriers"	Orthopedic Hospital hired a long time local resident as program manager to ensure that community barriers could be

	identified. All employees of contractor are local residents.
12. Conditional eligibility--what does that mean--	Individuals who have a variable condition that sometimes-but not always-prevents them from being able to access the fixed route system are found to have "Restricted eligibility- conditional"
13. Few people are denied ParaCruz Service --use community resources	The policies and procedures adopted by the Board of Directors ensure that the Transit District is in compliance with the Americans with Disabilities Act.
14. More outreach on site visits "identified populations."	Staff is continually evaluating requests for on-site assessments. When appropriate, certification assessors are dispatched to various locations. To date, 14 off-site assessments have been completed.
15. Follow up on persons not certified—verification of situation	METRO sends a letter of explanation to the applicant denied ParaCruz service and provides information on the appeal process and whom to contact. The ParaCruz department also sends a listing of other transportation services provided in Santa Cruz County. There are community resources to assist applicants who have been denied the use of ParaCruz. The ParaCruz Department does not have the staffing level to contact each applicant to determine their individual situation.

### Recertification

Comment	Staff Response
1. Recertification is taking up time and external agency costs.	Staff acknowledges that changes in ParaCruz policies and procedures may result in applicants turning to outside agencies for assistance and that may create an impact on agency resources. The recertification process ensures that persons eligible to receive ParaCruz service do and those not eligible are not using resources that diminish capacity.
2. Dialysis Center needed to “beg” METRO for on-site assessment	The assessment program was originally designed to have customers seen at 3 locations throughout the County. At the beginning of the process, there was some difficulty in determining how the process would work for on-site visits at other locations. Once the need was identified, staff worked with dialysis center to coordinate an on-site assessment.
3. Recertification letter more clear to customer	Staff accepts this comment and is actively working on improving the letter with more understandable language.
4. Contact with customer after the recertification letter is received.	ParaCruz Department correspondence includes contact information and offers assistance to applicants who contact staff. There are community resources to assist applicants who have been denied the use of ParaCruz. The ParaCruz Department does not have the staffing level to contact each applicant to determine their individual situation.

### Appeal Hearing

Comment	Staff Response
1. No metro personnel on appeals panel	The Santa Cruz Metropolitan Transit District is the entity responsible for complying with the Americans with Disabilities Act as it relates to the provision of paratransit service. Staff presence in the appeal process is limited to the General Manager or designee and cannot include anyone associated with the determination of eligibility for ParaCruz service.
2. Extra step after appeal prior to lawsuit.	The appeals panel is designed to be in compliance with the Americans with Disabilities Act and District policies and procedures. Staff does not recommend adding another appeal level.

### General

Comment	Staff Response
1. METRO provide an advocate for individuals at METRO's expense.	Currently the budget does not allow for the addition of paid staff. Agencies throughout the county (Senior Network Services, Central Coast Center for Independent Living and others) provide this service.
2. METRO should tear up the policy, go back to the way it was and start the policy revision process from scratch.	The ParaCruz policies and procedures were developed with extensive community involvement and input from April 1999 through March 2001. Staff would not recommend tearing up the policy, going back to the way it was and starting another policy revision from scratch.
3. METRO staff stop making false statements to the community and to the Board of Directors that shape the ParaCruz system. For example, statements such as "that there was no oversight of the paratransit system" - "prior to 1999 no one who applied for Paratransit service was denied" and "that METRO pays for over 51% of specialized transportation each year in Santa Cruz County"	Staff is not aware of false statements being made by staff to shape the ParaCruz system. Staff prepare reports and forward recommendations to the Board of Directors through the General Manager based on data received and analyzed. The comprehensive operational and financial audit conducted by Multisystems recommended dedicated staff oversight of

	<p>the paratransit program that was not in place prior to 2002. Staff reviewed paratransit applications received prior to 1999 and could not find an applicant that was denied eligibility for paratransit service. From 1999 to July 2002, two (2) applicants were denied paratransit certification. Staff receives reports from Lifeline detailing the services they provide as the Consolidated Transportation Services Agency (CTSA) From that information, METRO funds 51% of the specialized transportation services provided by the CTSA.</p>
<p>4. There are misconceptions in the Community about the ParaCruz Certification Process. It was reported that the community believes that this program is being cut because it is too expensive.</p>	<p>The recertification program was started to ensure that adequate capacity exists for those eligible for the service. Staff continues to outreach to the community and our customers to correct the misperception.</p>
<p>5. The perception of METRO is that they do not want to work within the community structure.</p>	<p>There was an extensive outreach process conducted while the ParaCruz policies and procedures were being revised. ParaCruz staff continues to work on communicating with the community about ParaCruz and the services that METRO provides in accordance with the requirements of Transit District policy and the ADA.</p>
<p>6. The Board of Directors direct that the system designed needs to be inclusionary.</p>	<p>The ParaCruz staff continues to work on communicating with the community about ParaCruz and the services that METRO provides.</p>
<p>7. METRO should promote “Open Communication” with the community.</p>	<p>ParaCruz staff are in continual communication with community members. Areas for improved communication, when suggested, are looked at and if possible enacted.</p>
<p>8. Does the Board of Directors want a ParaCruz system that is exclusionary or inclusionary?</p>	<p>The METRO Board of Directors establishes policy at public meetings. Members of the public are encouraged to communicate with the Board of Directors. Prior to the Board of Directors making a decision on paratransit services, a 22 month review process designed to collect public input was completed.</p>

9. Better flexibility in ParaCruz system	ParaCruz policies and procedures are established by the Americans with Disabilities Act and District policy. Flexibility is somewhat limited by Federal law.
10. Assessments are a bureaucratic governmental process	The ParaCruz recertification / certification process is designed to ensure District compliance with the Americans with Disabilities Act.
11. What happens in 3 years?	The current policy states that in most cases persons currently certified will receive a single page verification that their condition has not changed.
12. It would be a positive thing for the General Manager to be involvement in day to day ParaCruz process	The General Manager has designated the Manager of Operations and the Paratransit Administrator to oversee the day-to-day operations of ParaCruz. Both are management positions.
13. Communicate with customers	Staff continually strives to improve the communication process with applicants and stakeholders.
14. Fare based on income "base minimum" fare consideration.	Federal regulations require that the ParaCruz fare must not exceed twice the full fare for the fixed route. The Board of Directors determines the fare charged for ParaCruz.
15. Keep the Instructions simple!	Staff accepts this comment and is actively working on improving the letters with more understandable language.

### Operational

Comment	Staff Response
1. Delays in scheduled pickups not due to customers fault -- domino effect	Staff continues to work with Service Contractor to improve on-time performance.
2. Use will-call (on-demand) process for going to destination	METRO ParaCruz requires a reservation at least the day prior. Will call or on-demand service is even more difficult to efficiently manage.
3. Co-mingled rides--efficiency cost/personnel	Staff met with Community Bridges and is awaiting a proposal concerning the co-mingling of rides between the ParaCruz system and other programs offered at Community Bridges.
4. If denied --list of agencies to help person	Currently, when an applicant is denied ParaCruz service they are provided information on how to contact the Central Coast Center for Independent Living. Staff is considering other advocacy group contact information to be included in the denial letter sent to the applicant.
5. Communicate between drivers/schedulers and care providers.	Staff is working with Community Bridges to improve the communication between the van operators, staff and care providers.
6. Inside cover of guide: how to book a ride and eligibility	Staff agrees with this comment and is preparing a revision to the users guide.

**Senior Network Services submitted written comment as follows:**

Comment	Staff Response
1. Include a medically-trained person on the appeals committee or give more weight to rider's doctor's report."	The model developed for ParaCruz is a functional assessment versus a medical assessment. Determination as to whether a customer can access a fixed route bus is solely based on that person's functional ability. Applicants can bring any specific medical information to the assessment for consideration.
2. A review of the criteria for Skilled Nursing Facility care would indicate that people living in these facilities are, by definition, too disabled to use the bus system on a regular basis. Why must they be subjected to the unnecessary ordeal of attending a Paratransit re-certification appointment?	The model developed for ParaCruz is a functional assessment versus a medical assessment. Determination as to whether a customer can access a fixed route bus is solely based on that person's functional ability. Applicants can bring any specific medical information to the assessment for consideration.
3. If the criteria is function, a person should be asked to <i>demonstrate</i> abilities. The simulation should closely resemble a real life outdoor experience. Seniors, especially, don't want to admit they can't do things anymore.	As necessary, the applicant is asked to perform tasks associated with using the fixed route bus system.
4. Appeals board should be completely impartial, not METRO employees.	The appeals panel is designed to be in compliance with the Americans with Disabilities Act and District policies and procedures. Staff does not recommend a change. METRO bears the legal responsibility of ensuring that appeal's panel and process complies with the law.
5. Persons with disabilities who serve on Appeals committee should include those who became disabled later in life, when it is not often easy to adapt.	The appeals panel is comprised of the following: MASTF representative, person who works with persons with disabilities and the General Manager or designee. The appeals panel is designed to be in compliance with the Americans with Disabilities Act and District policies and procedures. Staff does not recommend a change
6. Before deleting a client out of the system, make a follow-up call to see if the person received recertification notice, and give them an opportunity to arrange an appointment (also provide an extension of time). It is especially important if original application was based or partially based on mental or visual impairment.	The ParaCruz Department does offer assistance to applicants who contact staff. There are community resources to assist applicants who may have questions concerning the ParaCruz eligibility process. The ParaCruz Department does not have the staffing level to contact each

	applicant to determine their individual situation.
7. If a person calls for transport and is told that their service is no longer valid because they didn't respond to the notice for re-certification, they should be allowed a 30-day extension of service, provided they call METRO that same day and make an appointment for evaluation. (Some may even need help making the call).	If an applicant does not respond to the re-certification letter they are considered a new applicant. At that point, the applicant, based on the applicant's availability, can be scheduled for an appointment within 7 days. Within 7 days of the assessment, the applicant will be notified of the determination. The ParaCruz Department does not have the staffing level to contact each applicant to determine their individual situation. Staff does not recommend allowing a 30-day extension of time to re-certify.
8. Be more receptive to feedback from case managers who are trying to assist clients with their transportation needs. If someone has a case manager, it generally means they are not able to manage their own affairs. Case managers should be allowed to request a 30-day extension without question in order to give the case manager time to make sure the rider gets to the re-evaluation session.	Recertification letters, when sent to the customer, are given 30 days to respond. Customers with case managers should receive this letter in ample time to discuss this situation with their case manager and participate in the re-certification process prior to the expiration date.
9. Please review the client file before determining the extension is not warranted. A small number of paratransit users are not capable of responding to a written notice and taking the necessary action to arrange for the re-certification appointment. Some of these people don't have friends, family or case managers to assist them. How do we know that some very isolated, low-functioning riders haven't been removed from the service simply because they can't respond to written communication?	If an applicant does not respond to the re-certification letter they are considered a new applicant. When the applicant attempts to schedule a ride and they have not responded to a re-certification letter, they are directed to contact the ParaCruz Department. At that point, the applicant, based on the applicant's availability, can be scheduled for an appointment within 7 days. Within 7 days of the assessment, the applicant will be notified of the determination. Contact with the applicant is made when they attempt to schedule a ride.
10. A Senior who uses a walker and cane should not have to go through two separate re-certification procedures as some have had to do. Many people use both, depending upon their disease process and what kind of day they are having. The original letter should make clear which device they should bring or that they should bring both.	Applicants who use a mobility device should bring the mobility device that they prefer to use when traveling to the assessment meeting. Staff is revising the re-certification letter to reflect this concern.
11. The letter telling them to come to the evaluation isn't clear about location, where to park if someone is going to bring them, how to use the elevator in the METRO building. Communication sent to riders must be clear as possible and	Staff has revised the letter received by applicants explaining the appeal panel process, a clarification of the location, directions and parking availability.

should explain why this is happening and what the appeal process is.	
12. Are Seniors being given and easy-to-read list of paratransit alternatives? Does this include information on bus passes and taxi scrip?	Yes to both. Customers receive a list of all specialized transportation services offered in Santa Cruz County as provided by the Regional Transportation Commission.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

# Attachment **E**

Regulation Number: AR- 1004

Computer Title: Metro ParaCruz appeal process

Effective Date: July 26, 2002

Pages: 10

**TITLE: METRO PARACRUZ SERVICE ELIGIBILITY AND APPEALS PROCESS**

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## Procedure History

DATE	SUMMARY OF REVISION	APPROVED
<u>7/26/02</u>	New—METRO ParaCruz Eligibility and Appeals Process	<u>SA</u>
<u>7/25/03</u>	<u>Minor grammatical changes and other revisions</u>	<u>Not vet</u>

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## I. POLICY

- 1.01 It is the policy of Santa Cruz Metro that because it operates a fixed route system, it shall provide a paratransit service that is comparable and complementary to the fixed route service to eligible riders. Santa Cruz Metro's paratransit service shall be known as METRO ParaCruz.
- 1.02 METRO ParaCruz eligibility and appeals process shall be in accordance with the Americans with Disabilities Act (ADA) and its implementing federal regulations and shall insure that all eligible riders enjoy full access to either Santa Cruz Metro's fixed route service or to the METRO ParaCruz Service as appropriate. The eligibility and the appeals process for METRO ParaCruz shall be fair, effective, accurate, respectful and non-threatening.
- 1.03 Santa Cruz Metro recognizes that the ADA establishes a civil right to paratransit services for individuals who cannot otherwise utilize the fixed route system whether because of their disability or because of the inaccessibility of the fixed route system. Therefore, a determination of ineligibility for such service is a serious matter.

## II. APPLICABILITY

- 2.01 This procedure is applicable to all individuals applying for METRO ParaCruz, filing an Aappeal regarding METRO ParaCruz eligibility and those who are current eligible riders of METRO ParaCruz.

## METRO ParaCruz Service Eligibility and Appeals Process

Effective: 7/26/02

### III. ELIGIBILITY CRITERIA

- 3.01 The Manager of Operations or his/her designee shall determine whether an individual applying for METRO ParaCruz can use the fixed route service depending on his/ her own circumstances.
- 3.02 The eligibility process shall ensure that only persons who meet the federal regulatory criteria, strictly applied, shall be certified as METRO ParaCruz eligible.
- 3.03 When a person applies for the METRO ParaCruz, the Manager of Operations or his/her designee shall provide all the needed forms and/or instructions. These forms and instruction; may include a declaration of whether the individual travels with a personal care attendant (PCA).
- 3.04 All documents concerning eligibility ~~must~~ **will be** made available in one or more accessible formats, on request. Accessible formats include computer disks, Braille documents, audiocassettes and large print documents. A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use.
- 3.05 Should an applicant have an immediate need for METRO ParaCruz services before he/she has the time to submit to an assessment, the Manager of Operations or his/her designee may certify the applicant for a specific trip on a temporary basis. This immediate needs certification shall be provided in only a limited number of cases, such as individuals who have to attend dialysis treatment or a medical appointment at short notice **after** suffering a stroke or experiencing an injury. This immediate needs certification is at the sole discretion of the Manager of Operations or his/her designee and cannot be appealed. The Manager of Operations or his/her designee may require documentation in support of the immediate needs assessment. This certification will be valid until an eligibility determination has been made, preferably within one week. . Certification for an immediate need will not be evidence of eligibility for the METRO ParaCruz service.
- 3.06 An individual shall be certified to be eligible for METRO ParaCruz under any of the following circumstances:
- a. Individuals with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed route service they need to use is not yet accessible. This concept is route based, not system based.

## METRO ParaCruz Service Eligibility and Appeals Process

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- b. An individual with a disability who is unable as the result of a physical or mental impairment and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device) to board, ride, or disembark from any vehicle on the system which is readily accessible to and useable by individuals with disabilities. This includes those who cannot “navigate” the system.
  - c. Individuals who have impairment-related conditions that prevent them from getting to or from a boarding or disembarking location. This is intended to be a very narrow exception to the general rule that difficulty in traveling to or from boarding or disembarking location is not a basis for eligibility.
- 3.07 A disability for purposes of METRO ParaCruz eligibility may be either permanent or temporary.
- 3.08 An individual may be eligible for METRO ParaCruz whose disability is intermittent.
- 3.09 METRO ParaCruz eligibility is based on a functional, rather than a medical, model. Persons are not qualified or disqualified on the basis of a specific diagnosis or disability.
- 3.10 The application of a person’s eligibility will be determined as a practical matter whether the individual can use fixed route service in his/her own circumstances. ~~That~~ This is a transportation decision primarily, not a medical decision.
- 3.11 At the time eligibility for METRO ParaCruz is determined, it will also be decided whether the applicant needs the services of a ~~Personal Care Attendant (PCA)~~ PCA when traveling on METRO ParaCruz. In order for the PCA to ride free, the applicant must be registered with METRO ParaCruz as needing a PCA.
- 3.12 Eligibility for METRO ParaCruz shall be limited to a three-year term. The renewal process shall in most cases be limited to a simple process of a one-page form indicating no changes in functional ability or residential location that would impact the individual’s eligibility status. In some cases an in-person assessment will be required at the discretion of the Manager of Operations or his/her designee. Notwithstanding the foregoing, the entire eligibility list of current METRO ParaCruz eligible riders will undergo a re-certification process beginning on August 1, 2002 in order to determine eligibility of each rider with priority given to the most frequent users. The process utilized shall be as if the individual were making an initial application for paratransit service eligibility as set forth in

## **METRO ParaCruz Service Eligibility and Appeals Process**

**Effective: 7/26/02**

these procedures except that the individual shall remain METRO ParaCruz eligible until a determination of ineligibility is sustained on ~~A~~ appeal or the individual fails to cooperate or participate in the re-certification process. Each individual shall be notified in writing that he/she is required to undergo an in-person assessment of their eligibility status. Any determination made that finds the individual is no longer eligible for paratransit services shall be in writing and is subject to the appeal hearing process as set forth in these procedures.

### **IV. ELIGIBLE VISITORS**

- 4.01 METRO ParaCruz shall be provided to visitors from out of the County of Santa Cruz on the same basis as such service is provided to local residents. A visitor can become eligible for METRO ParaCruz by presenting documentation from his/her "home" jurisdiction's paratransit system. If the individual has no such documentation, the Manager of Operations or his/her designee shall require proof of visitor status and, if the individual's disability is not apparent proof of the disability. Once this documentation is presented and is satisfactory, METRO ParaCruz will be made available for a maximum of 21 days on the basis of the individual's statement that he/she is unable to use the fixed route transit system.
- 4.02 Visitors shall be provided with METRO ParaCruz based on visitor eligibility for no more than 21 days. After 21 days (consecutive or parceled out), the individual must apply for METRO ParaCruz eligibility as provided in these procedures.

### **V. ELIGIBILITY PROCESS**

- 5.01 To apply for METRO ParaCruz, an applicant shall contact the Manager of Operations or his/her designee and ask to schedule an appointment for an interview. Interviews normally will take about 30 minutes. No application or user fees shall be charged to an applicant.
- 5.02 Interviews will be scheduled at the interview location nearest to the applicant's residence within 7 days of the initial contact. If an individual claims that it would be a hardship to participate in an in-person assessment, the Manager of Operations or his/her designee shall determine how the eligibility process should proceed with consideration given to a paper application process including receipt of a medical certification should circumstances warrant.
- 5.03 Upon request the applicant will be provided with ~~T~~transportation will be provided to and from the interview at no cost, upon request.

## **METRO ParaCruz Service Eligibility and Appeals Process**

**Effective: 7/26/02**

- 5.04 During the interview, the applicant will be asked eligibility information, travel abilities and needs in detail. An in-person assessment shall take place.
- 5.05 The interview will also provide an opportunity for the applicant to ask questions about METRO ParaCruz.
- 5.06 At the interview, the applicant may be asked to participate in further assessment, including a functional assessment.
- 5.07 The eligibility determination shall be in writing and shall be made within two (2) business days of the in-person assessment. Every effort will be made to notify the applicant of the determination as soon as possible thereafter.
- 5.08 If for any reason a decision is not made within 21 calendar days, METRO ParaCruz will be provided. Once METRO ParaCruz is provided, it may be terminated only if and when the ~~application~~ applicant is found to be ineligible.
- 5.09 If found to be eligible, a letter of eligibility and an identification card will be provided to the applicant. For those individuals granted eligibility, the documentation of eligibility shall include at least the following information: the individual's name, the name of Santa Cruz Metro, the telephone number of Santa Cruz Metro's paratransit administrator, an expiration date for eligibility and any conditions or limitation on the individual's eligibility including whether the individual requires the use of a ~~personal care attendant~~ PCA.
- 5.10 If found to be ineligible, a letter of explanation of ineligibility together with all appeal rights and procedures shall be provided to the applicant. The reasons set forth for ineligibility must specifically relate the evidence in the matter to the eligibility criteria. This information will be available upon request in accessible formats including Braille, ~~tape~~ audiocassette, computer disc, large print and in Spanish.

## **VI. PROCEDURE FOR INITIATING APPEAL**

- 6.01 Applicants who believe an eligibility determination for METRO ParaCruz was made in error or who disagrees with the original certification decision may appeal the eligibility determination/certification decision within 60 days of the denial of an applicant's application.
- 6.02 Applicants shall complete the attached Appeal Form or shall provide the following information to the Santa Cruz Metro, although the Appeal Form must

## **METRO ParaCruz Service Eligibility and Appeals Process**

**Effective: 7/26/02**

be signed by the applicant before or at the hearing to confirm that the contents of the appeal are accurate:

- a. Applicants name, address and phone number;
- b. Reason why the determination was incorrect;
- c. Any information supporting the appeal.

- 6.03 An appeal hearing shall be scheduled within 30 days of receipt of the Appeal with a decision on the appeal provided to the applicant within 10 days of the Appeal Hearing. If an applicant wants to continue the appeal hearing, the hearing will be continued one time. If a decision on the appeal is not rendered within 30 days of the completion of the Appeal hearing, then the Applicant shall be provided with METRO ParaCruz service until a decision of ineligibility on the appeal is rendered.

## **VII. COMPOSITION OF APPEALS PANEL**

- 7.01 A three-member panel will hear each eligibility appeal for METRO ParaCruz. Each panel will include the General Manager or his/her designee, a MASTF appointed representative, and an individual who works with persons with disabilities. The Manager of Operations or his/her designee will recruit and provide training for a sufficient number of potential panel members to assure the ability to schedule appeals meetings as often as needed. Training for appeals panel members will focus upon Federal ADA paratransit eligibility criteria and upon the procedures for conducting an appeals hearing. Each panel member will receive \$25.00 per appeal hearing except METRO employees.
- 7.02 The eligibility appeal panel members shall keep the information pertaining to an individual's appeal confidential including all medical information unless ordered by a court of competent jurisdiction to release the information. Santa Cruz METRO shall be permitted to utilize information provided during the eligibility and appeal process or generated as a result of the eligibility and appeal process to defend a determination rendered by the appeals panel.
- 7.03 This appeal panel may also be used for other METRO ParaCruz service issues including declaring a METRO ParaCruz rider ineligible for service, suspending METRO ParaCruz service and "NO Show" determinations.

## **VIII. ROLE OF THE MANAGER OF OPERATIONS**

- 8.01 The Manager of Operations or his/her designee will act as host at the appeal hearing and will provide administrative support for each appeal meeting, but will not directly participate in the deliberations and determinations made by the panel.

## **METRO ParaCruz Service Eligibility and Appeals Process**

**Effective: 7/26/02**

The Manager of Operations or his/her designee will be responsible for the following:

- a. Receiving appeals from applicants.
- b. Scheduling Appeals hearings within thirty days of the initiation of the appeal.
- c. Notifying panel members and applicants of the date, time and place for scheduled appeal hearings.
- d. Arranging free transportation to and from the appeals hearings for all applicants who request it.
- e. Maintaining accurate records of appeals activities, including final determinations and statements of justification for each determination.
- f. Providing written notice for applicants of the appeal determination within ten (10) days of the appeal hearing.

### **IX. HEARING PROCEDURES**

9.01 Each appeal panel member will receive a copy of the certification records for each applicant making an appeal. Applicants will be welcome to submit written documentation of their choosing in support of the appeal. Applicants will have the right to be assisted by any person of their choosing at the appeal hearing.

9.02 To help assure that appeals hearing are non-threatening, one member of the appeals panel will be designated as chair for each appeal. That panel member will be primarily responsible for asking questions and conducting the appeal hearings in a professional and friendly manner. Any panel member may ask questions or seek clarifications as needed, but, for the most part, the chair will be responsible for directly communicating with the applicant and/or advocate. When necessary the appeal panel may conduct a functional assessment of the applicant to determine eligibility.

9.03 The chair will welcome all participants for each ~~appeals evaluation~~ hearing. Following introductions, the chair will invite the Manager of Operations or his/her designee to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least **twenty-four (24) hours** in advance of the hearing. The applicant can request that the

## METRO ParaCruz Service Eligibility and Appeals Process

Effective: 7/26/02

individual presenting the ParaCruz eligibility determination not participate in the hearing. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

### X. APPEALS CHECKLIST

- 10.0 1 To help insure fairness and consistency, a checklist of issues will be reviewed by the members of the appeal panel at the commencement of the appeal hearing and those questions will be asked of the applicant and/or the advocate if applicable. The chair may phrase specific questions in any manner that seems appropriate or helpful given the apparent communication abilities of the applicant and the particular issues that arise.
- 10.02 The issues that will be addressed at each appeal hearing, if applicable, will include:
- a. Confirm information collected during certification interview:
    - Name
    - Address and Phone
    - Condition
    - Mobility Device
  - b. Is the applicant able to independently walk or wheel to and from bus stops?
  - c. Is the applicant able to board/deboard an accessible bus (using stairs, a ramp, or a lift)?
  - d. Is the applicant able to ride the bus, whether as a **standee**, or only if seated, or only if seated and secured?
  - e. Is the applicant able to collect and understand transit route information?
  - f. Is the applicant able to count and handle money to pay bus fare including bills and coins?
  - g. Are there any special circumstances that sometimes would prevent the applicant from completing a desired bus trip?

**METRO ParaCruz Service Eligibility and Appeals Process**

**Effective: 7/26/02**

- 10.03 ~~Finally, the~~ The appeal hearing chairperson will invite the applicant and/or his/her advocate to make any additional statements regarding factors that may prevent the applicant from independently using accessible transit services.
- 10.04 Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the ~~den-i-a-t--~~ & initial decision regarding eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision ~~which~~ shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

**ADA PARACRUZ SERVICE ELIGIBILITY APPEAL FORM**

TO: METRO ParaCruz Eligibility Coordinator  
METRO Center  
920 Pacific Avenue, Suite 2 1  
Santa Cruz, CA 95060

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

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

Mailing Address (if different from above): \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Reason Why the Determination was Incorrect: \_\_\_\_\_

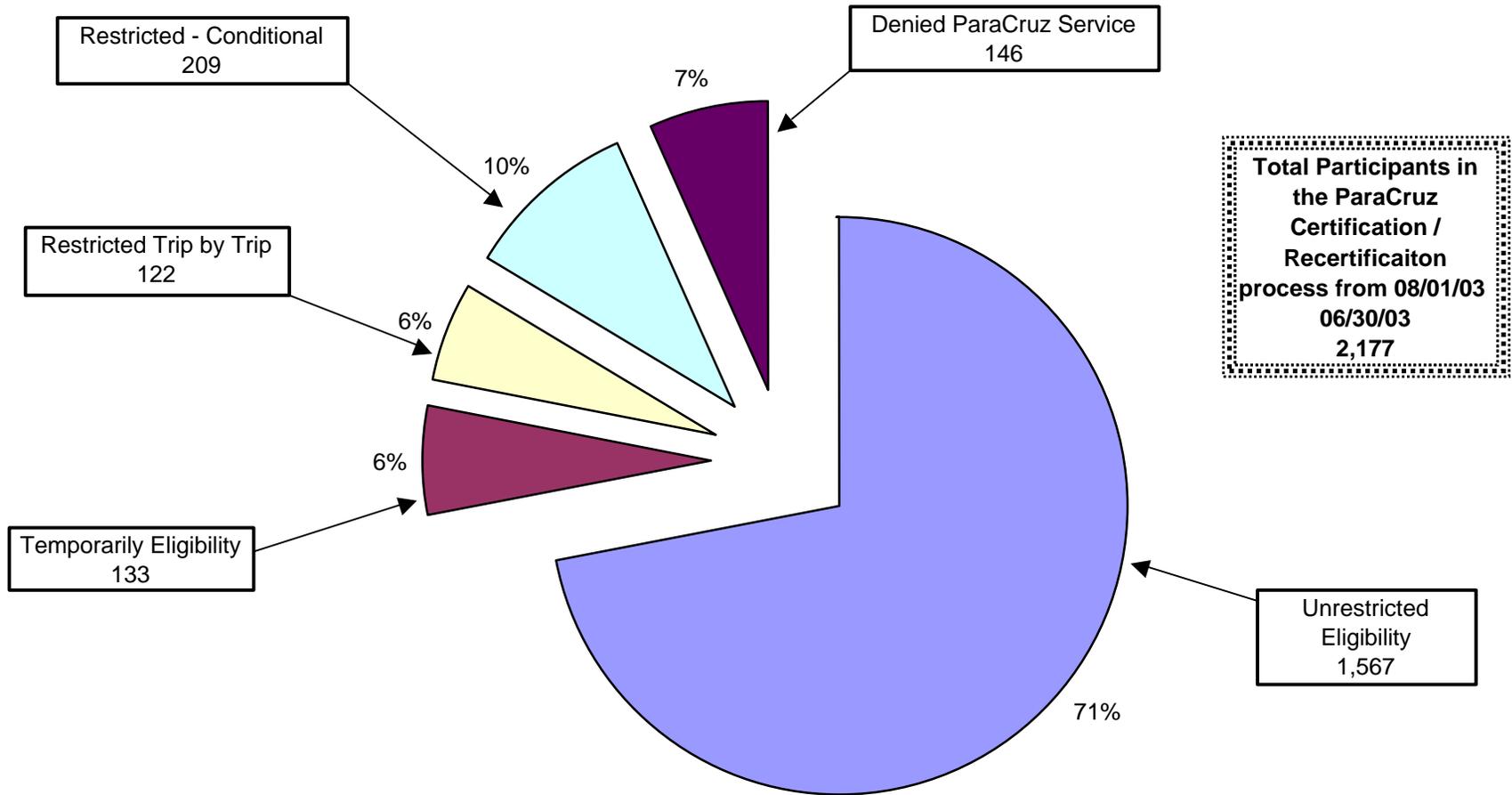
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
Applicant's Signature or Parent's Signature if  
Applicant is a Minor

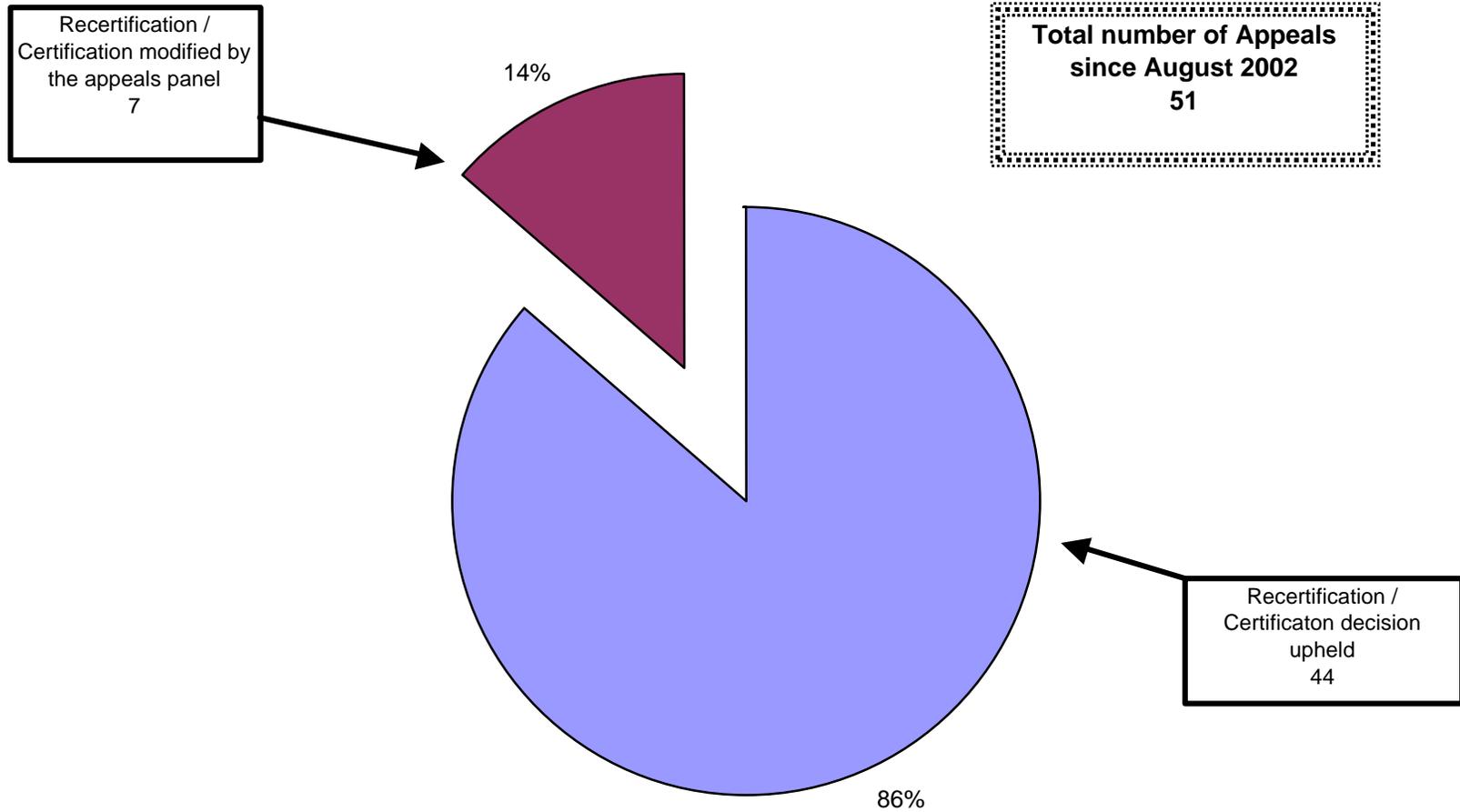
\_\_\_\_\_  
Date

\* ATTACH ANY SUPPORTING DOCUMENTATION THAT YOU WISH THE  
APPEAL PANEL TO CONSIDER.

# ParaCruz Certification / Recertification August 01, 2002 to June 30, 2003



### Number of Recertification/Certification Appeals since August 2002



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Steve Paulson, Paratransit Administrator

**SUBJECT: CONSIDERATION OF METRO PARACRUZ ONE YEAR OPERATIONAL REVIEW AND COSTS ASSOCIATED WITH THE POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES**

## I. RECOMMENDED ACTION

**For informational purposes only- no action recommended**

## II. SUMMARY OF ISSUES

- The current contract period for paratransit services began July 1, 2002 with significant changes to service delivery and reporting expectations.
- Staff has been requested to provide an estimate of the financial impact of implementing direct operation of paratransit services.

## III. DISCUSSION

### Background

The Americans With Disabilities Act of 1990 (ADA) requires all public fixed-route mass transportation systems to also provide a similar level of service to persons who, due to a disability, are unable to use the fixed-route system.

In an effort to increase community awareness of the relationship between the ADA-mandated program (provided under contract by a private-non profit organization) and the District, the program was re-named **METRO ParaCruz**, effective with the beginning of the current contract period for the provision of that service, July 1, 2002.

Following the recommendations of a Comprehensive Financial and Operational Audit (2000) of the paratransit program, the District dedicated two new staff positions (Paratransit Administrator and Paratransit Eligibility Coordinator) and reassigned one position ( Accessible Services Coordinator) to create the Paratransit Department.

In addition to implementing new performance standards, the District revised the eligibility process, replacing the paper application with a functional assessment, including a one-time recertification for all existing riders, prioritized by frequency of use.

## **OPERATIONAL REVIEW**

### **Ride demand**

Ride demand has increased by an average of 16.6% per year for the 5 year period ending June 30, 2002. During fiscal '02-'03, the total ride demand has decreased by 1.8% even though the first quarter showed 8.9% growth over the prior year (chart attached).

### **Cost**

For the five year period ending June 30, 2002, the cost to the District to provide paratransit services has increased at an average rate just over 20% per year. During fiscal '02-'03, the cost increase to the District is estimated to be 14% (costs for June have not been finalized).

Cost fiscal year '03 through May: \$2,394,674.80. Penalties through May: \$33,050.00

### **On-Time Performance**

The expectation is 95% within the "ready window" (10 minutes before to 20 minutes after the scheduled pick up time), with 100% no earlier than 5 minutes before the ready window, and no later than 40 minutes after the ready window. The minimum acceptable on-time performance is 92% of trips within the ready window. Data for June has not been finalized. For the eleven months with complete data, 90.88% of trips have been performed within the ready window.

### **Excessively Late and Missed Trips**

Each excessively late (more than 40 minutes beyond the end of the ready window) and missed trip is a contract violation and subject to penalty. In the eleven months ending May, 2003 661 trips (.62%) were listed as excessively late or missed trips.

### **Scheduling**

In the Comprehensive Operational and Financial Audit (2000), it was noted that the Contractor was not utilizing the potential of the scheduling software, Trapeze PASS (Paratransit Automated Scheduling Software). The Contractor has yet to implement automated grouping and scheduling of trips. For the month of May, over 75% of trips carried one passenger.

### **Productivity**

The minimum acceptable level of productivity is 1.6 passengers per hour. There is an incentive of \$5,000 available for each month that 1.9 passengers per hour is exceeded. The Contractor achieved the productivity incentive for July, August, September and October. Reported average productivity for the eleven months ending May is 1.906 passengers per hour.

### **Ride Times**

There have been no reports of ride times exceeding comparable bus travel times for trips. In the vast majority of cases, on-board times have been less than 60 minutes.

## **DIRECT OPERATIONS**

### **Start up costs**

Direct operation of paratransit would require the District to invest in infrastructure to support the service. Identified needs at start up include: a facility to operate out of, workstations, a telephone reservation system, a communications system between vehicles and dispatch, and scheduling software, as well as other office equipment and supplies. Staff would need to be hired and trained prior to “go live”. There are costs associated with hiring, pre-employment physicals and drug testing.

Start up costs would exceed \$300,000 and could go as high as \$500,000 should the Board choose to invest in technology designed to enhance productivity and efficiency, with the goal of reducing ongoing personnel costs.

### **Costs of Operation**

Staff based the projected cost of operation on an assumption that the unions would expect paratransit personnel compensation to be equal to existing similar district positions. Should the District hire persons currently employed in similar positions and recognize their work experience with compensation above the first wage step, staff estimates the cost of direct operation could exceed the current budget by approximately \$840,000 the first year, with possible future increases. Should all personnel start at step 1, the budget overrun would be reduced by half. UTU and SEIU have both expressed support of direct operation of paratransit service. Both Unions have expressed a willingness to work with the District to reduce the cost of direct operations. Other departments would also experience an increased workload. Adding over 50 employees would impact Human Resources and Payroll, Finance would have additional invoices to pay, and Information Technology would have a new work group to support. These are examples of “hidden costs” that staff has not attempted to include in this estimate.

## **IV. FINANCIAL CONSIDERATIONS**

The District has no uncommitted financial resources available at this time.

## **V. ATTACHMENTS**

- Attachment A:** METRO ParaCruz Ride Demand
- Attachment B:** METRO ParaCruz Operating Statistics
- Attachment C:** METRO ParaCruz Direct Operation Overview

**Additional Information for Staff Report:  
Consideration of Cost of Direct Operation of Paratransit Services**

<b>Position Added</b>	<b>estimated hourly</b>	<b>staff</b>	<b>District scale Wages and Benefits</b>	<b>estimated hourly</b>	<b>Current Scale w/ District Benefits</b>
Ass't Mgr	28.00	1	\$86,116.80		\$86,116.80
Admin Sec/Sup	17.50	1	\$53,823.00		\$53,823.00
Clerk	15.50	2	\$95,343.60	12.95	\$79,658.04
Training Deputy	23.68	1	\$72,830.21	16.95	\$52,131.42
Drivers	17.00	40	\$2,091,408.00	13.76	\$1,692,810.24
Cust Svcs Sup	19.57	1	\$60,189.49	18.92	\$58,190.35
Dispatch/Scheduler/Sup	23.68	8	\$582,641.66	16.11	\$396,383.33
Cust Svcs Rep	16.12	5	\$247,893.36	12.95	\$278,803.14
Lead mechanic	24.07	1	\$74,029.69	17.44	\$53,638.46
Mechanic 1	20.90	1	\$64,280.04	14.88	\$45,764.93
Increased direct wages and benefits			<b>\$3,428,555.86</b>		<b>\$2,797,319.71</b>
contingency fund			\$300,000.00		\$300,000.00
annual operating costs			\$400,000.00		\$400,000.00
Total added costs budgeted for			\$4,128,555.86		\$3,497,319.71
purchased transportation			\$3,289,256.00		\$3,289,256.00
<b>Increased annual cost</b>			<b>\$839,299.86</b>		<b>\$208,063.71</b>

Based on estimated average hourly wage for each position.  
Staff does not have actual data regarding seniority and turnover.

The draft staffing schedule presented at the July 11th Board workshop generated discussion of the impact on other departments. Staff contacted all department managers, and there is consensus that no department foresees the need to add staff, although some reprioritization of projects would need to occur. ParaCruz administrative staffing is intended to absorb certain tasks to mitigate the potential impact on other departments.

ParaCruz operates seven days a week, 6 am to 10:30 pm, later in corridors where fixed-route service is available. The staffing schedule includes these assumptions:

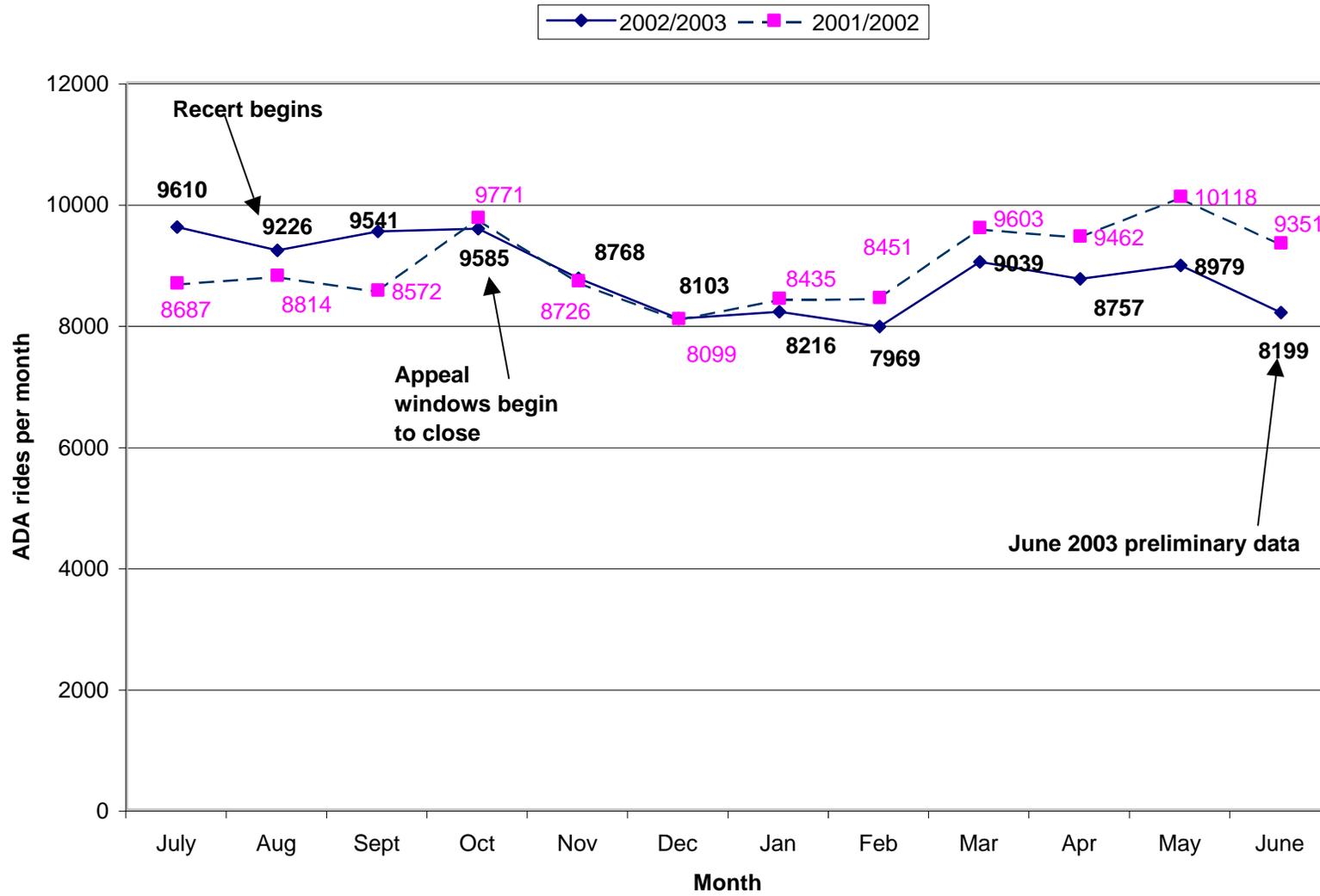
1. Paratransit customer service functions (including ride reservations) would be integrated with fixed route customer services.
2. "After hours" paratransit dispatch would be handled by fixed-route dispatch.

The above table assumes a reduced number of new positions as a result of customer service integration. This would also allow for enhanced fixed-route customer service. Paratransit reservation staffing would be required on weekends and could provide fixed-route customer service as well.

Should ParaCruz operations be assimilated along with the current Labor Agreement, employees performing very similar functions could be paid a different scale.

Implementing direct operations of ParaCruz could result in conflict over representational jurisdiction. Currently, UTU represents all categories of union employees, including positions similar to District positions represented by SEIU.

### METRO ParaCruz Ride Demand

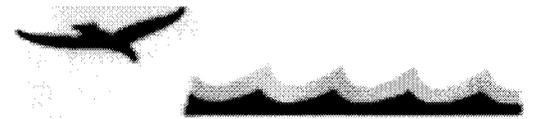


**METRO ParaCruz Operating Statistics '02-'03**

	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June*</b>	<b>YTD</b>
<b>Total Trips</b>	9610	9226	9541	9585	8768	8103	8216	7969	9039	8757	8979	8199	<b>105992</b>
<b>Late trips</b>	602	365	400	465	522	444	323	382	834	709	618	Not available	<b>5664</b>
<b>% of late trips</b>	6.26%	3.96%	4.19%	4.85%	5.95%	5.48%	3.93%	4.79%	9.23%	8.10%	6.88%	Not available	<b>5.34%</b>
<b>Pick ups earlier than allowed</b>	311	329	388	387	332	255	242	172	173	378	287	Not available	<b>3254</b>
<b>Total rides not "on time"</b>	913	694	788	852	854	699	565	554	1007	1087	905	Not available	<b>8918</b>
<b>% "on time"</b>	90.50%	92.48%	91.74%	91.11%	90.26%	91.37%	93.12%	93.05%	88.86%	87.59%	89.92%	Not available	<b>91.59%</b>
<b>Missed trips</b>	5	7	7	25	31	33	11	23	21	13	5	Not available	<b>181</b>
<b>Excessively Late Scheduled</b>	14	13	3	23	44	42	22	13	29	52	34	Not available	<b>289</b>
<b>Excessively Late Will Calls</b>	6	11	20	27	41	19	5	10	18	24	10	Not available	<b>191</b>
<b>Total Violations w/ \$50 Penalty</b>	25	31	30	75	116	94	38	46	68	89	49	Not available	<b>661</b>
<b>Liquidated Damages</b>	\$1,250	\$1,550	\$1,500	\$3,750	\$5,800	\$4,700	\$1,900	\$2,300	\$3,400	\$4,450	\$2,450	Not available	<b>\$33,050</b>
<b>Non-ADA Rides on District Vans</b>	6	8	4	4	13	6	5	7	9	8	14	Not available	<b>84</b>
<b>% of Trips Subject to Penalty</b>	0.26%	0.34%	0.31%	0.78%	1.32%	1.16%	0.46%	0.58%	0.75%	1.02%	0.55%	Not available	<b>0.68%</b>

\*preliminary data

# Direct Operation of Paratransit Services



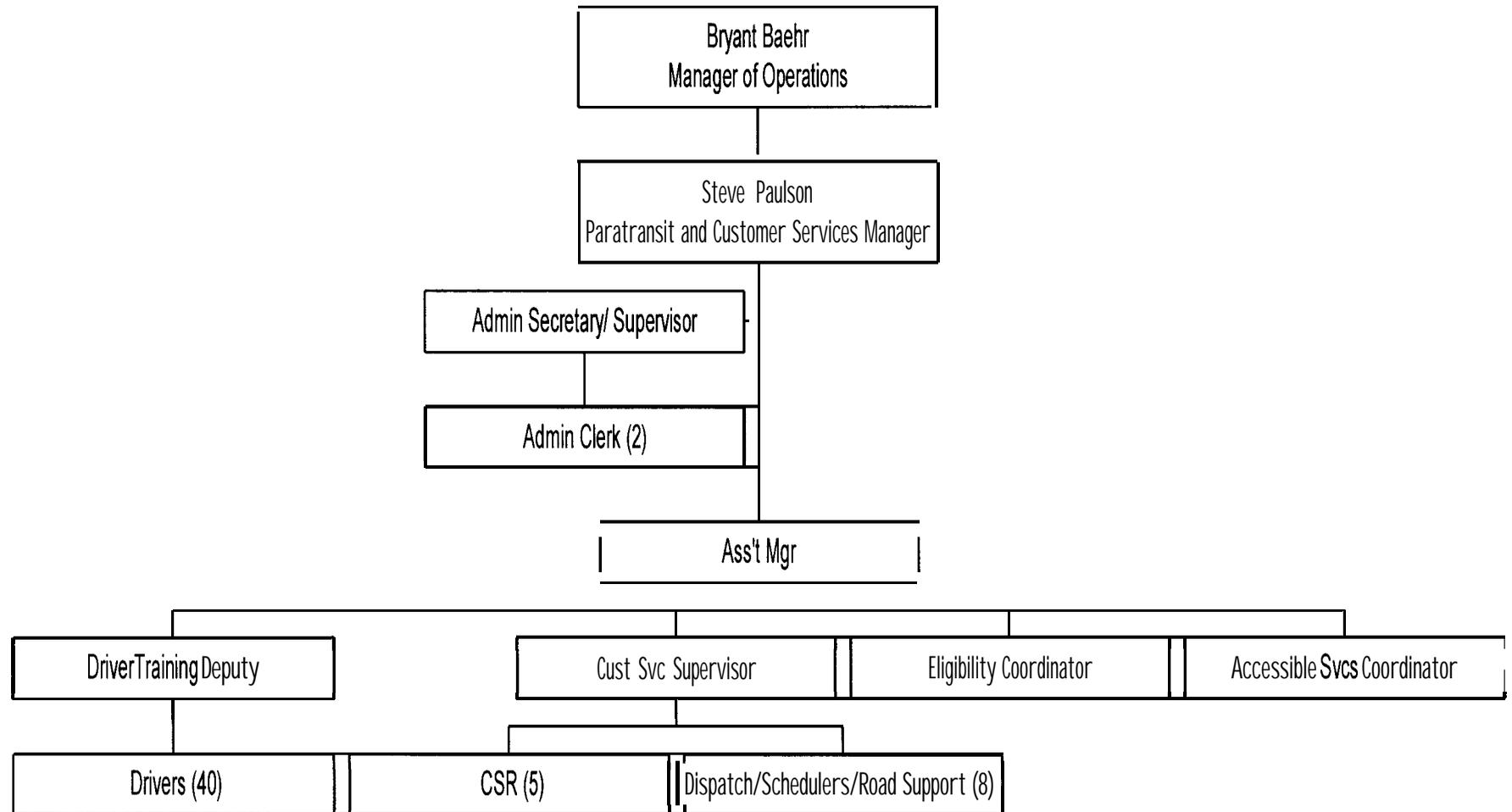
# Summary of Costs

- Startup costs - \$251,862 - \$309,125
- ParaCruz 03/04 budget for purchased transportation- \$3,289,256
- Additional costs: approximately \$840,000 per year (assuming wages/benefits @ current District levels)

# Start-up Cost Estimates

- Facility - \$14,000 (assuming \$7,000 per month rent)
- Communication systems \$26,750 (Nextel \$1,750 –phone \$25,000)
- Workstations \$30,000 – (15 @ \$2,000)
- Trapeze purchase and deployment - \$89,000 to \$147,000 (lower cost reflects incentives)
- Servers (2) \$10,000
- Staffing added prior to “go live” \$25,500
- Training / hiring - \$36,875 (25hrs\*17\*59 + \$200\*59)
- Printers \$4,000
- Copier \$15,000
- **Low estimate \$251,125 – high estimate \$309,125**
- MDT/AVL add \$157,000

METRO **ParaCruz** Direct Operation Organization Chart, Draft 6114103



<b>Position 'Added</b>	<b># position</b>	<b>Wages and Benefits</b>
Ass't Mgr	1	\$86,116.80
Admin Sec/Sup	1	\$53,823.00
Clerk	2	\$95,343.60
Training Deputy	1	\$72,830.21
Drivers	40	\$2,091,408.00
Cust Svcs sup	1	\$60,189.49
Dispatch/Scheduler/Sup	8	\$582,641.66
Cust Svcs Rep	5	\$247,893.36
Lead mechanic	1	\$74,029.69
Mechanic 1	1	\$64,280.04
Increased wages and benefits		<b>\$3,428,555.86</b>
budgeted purchased transportation		\$3,289,256.00
difference		\$139,299.86
annual operating costs		\$400,000.00
contingency fund		\$300,000.00
Increased operating costs		<b>\$839,299.86</b>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDER SUBMITTING A RESPONSE TO THE GRAND JURY REGARDING RECOMMENDATIONS FROM THE 2002-2003 FINAL REPORT**

## I. RECOMMENDED ACTION

**Submit the attached Response to the Grand Jury indicating the responses to the Santa Cruz Metropolitan Transit District recommendations contained in the 2002-2003 Final Grand Jury Report.**

## II. SUMMARY OF ISSUES

- Every year, the Grand Jury issues a Final Report on various matters, which affect the residents of the County of Santa Cruz. Generally, when the Grand Jury investigates a matter and makes a finding, it solicits a response from the public agency having responsibility for the matter.
- This year the Grand Jury issued its 2002-2003 Final Report on June 13, 2003.
- As part of a section on Review of Options to Improve Transportation in Santa Cruz County, there were a total of four areas in the report that require responses from the Santa Cruz Metropolitan Transit District.
- A Response from the Santa Cruz Metropolitan Transit District is due on September 30, 2003.

## III. DISCUSSION

Every year, the Grand Jury issues a Final Report on various matters that affect the residents of Santa Cruz County. Generally, when the Grand Jury investigates a matter and makes a finding and recommendations, it solicits a response from the public agency having responsibility for the matter. The Grand Jury 2002-2003 Final Report was issued on June 13, 2003. In this year's report the Grand Jury investigated a Review of Options to Improve Transportation in Santa Cruz County. As part of this review, there were four (4) areas in the report that require a response from the Santa Cruz Metropolitan Transit District.

### 1. Highway 17 Corridor

The first area of concern was regarding the Highway 17 Corridor. The recommendation was that the Highway 17 Express bus service should coordinate schedules with the Santa Clara Valley Transit Authority to reduce the overall commute time for people who use the Highway 17 Express Bus. Santa Cruz METRO operates the Highway 17 Express Bus with the Santa Clara Valley Transit Authority through a Joint Powers Agreement (JPA). While Santa Cruz METRO operates the buses, the planning and funding of the service is provided and split equally by both agencies. The JPA requires that both parties meet to plan the operation of the service. The nature of the service is that there are two (2) connections in Santa Cruz County, Dominican Park & Ride Lot and the Scotts Valley Transit Center. In Santa Clara County, there are similarly two connections that are desired, Diridon Station for CalTrain, and downtown San Jose for the VTA Light Rail and Buses. The time required to travel over Highway 17 is a fixed unit of time. There are times when a connection is workable on one side of the hill but ceases to be viable on the other. As of late, with both VTA and Santa Cruz METRO making service cuts, connections have proven more difficult to maintain. Additionally, CalTrain has made schedule changes without informing Santa Cruz METRO, breaking the connections that were established. ***Staff recommends that Santa Cruz METRO continue to work towards efforts to maximize connections and reduce travel times for the Highway 17 Express.***

### 2. Passenger Rail Service

The Grand Jury Report recommends that when CalTrain Commuter service begins at the Pajaro Station, Santa Cruz METRO should offer Express Bus Service from multiple locations in the county, including Santa Cruz, Capitola, and Aptos. Santa Cruz METRO staff has been actively involved in a planning effort with agencies from both Santa Cruz and Monterey Counties regarding the planning for commuter rail service to Pajaro Station. As part of these efforts, Monterey Salinas Transit, the transit provider for Monterey County has committed to provide connecting service from Pajaro Station to the Watsonville Transit Center. Express Service to Watsonville has been a high priority for Santa Cruz METRO, and with a major generator such as a rail station in Pajaro, it would be expected that demand would increase. ***Staff recommends that Santa Cruz METRO evaluate the economics of any additional service that might be required if passenger rail service to Pajaro Station is provided.***

### 3. Express Bus Service

In this area there are three recommendations for Santa Cruz METRO's consideration. First, that Metro should create new express bus service or modify existing bus service similar to the Curitiba System in Brazil, to involve building Curitiba style stops and running a service with limited, shorter bus stops. As a first route, the Grand Jury recommends the UCSC – Santa Cruz – Capitola Mall – Cabrillo College – Watsonville Corridor. As a final recommendation, these new stops should also serve Park and Ride lots between major destination stops, so that cars do not enter congested areas. The Curitiba System in Brazil has been a big success. It was designed as a bus system that acts like a light rail system. Fares are prepaid using stops that are like train stations. Fares are paid to enter the platform and then entry and exit from the vehicles is not

constrained by the payment of fares. This system has its own right-of-way in the center of a major street in Curitiba. It does not serve Park-and-Ride lots and it is a service that operates in a dense corridor that warrants frequent service beyond that of a traditional bus route, but below that of light rail. There is a large capital cost to build the infrastructure (not as large as Light Rail), which at this time has no funding source available. The advantages of such a system would be seen if Express Buses used the Highway 1 HOV Lane and had stations constructed at key points along the Highway, rather than requiring the vehicle to venture far from the Highway.

Santa Cruz METRO is interested in other Bus Rapid Transit (BRT) strategies that can be used in corridors to speed up the travel of buses and give them priority over cars. These would include the construction of "Queue Jumpers", Bus Priority at traffic signals, etc. These low-cost improvements can show improvements in travel time, thereby making use of the bus more attractive. At this time, METRO is not in a position to construct Park and Ride Lots for this type of system.

***Staff recommends that Santa Cruz METRO continue to look into low-cost strategies to move towards Bus Rapid Transit type approaches to deal with congestion, and to also work with the Santa Cruz County Regional Transportation Commission to ensure that BRT type approaches continue to be evaluated as part of future transportation improvements.***

#### 4. University of California Santa Cruz and Harvey West Area

The recommendation in this area was identified as number 3, but this involves the creation of a new entrance to the University using Encinal Street. Santa Cruz METRO has no jurisdiction over this recommendation. Recommendation number 2 involves the creation of a multi-modal transportation center to be created in the Harvey West area to incorporate METRO buses, a Park and Ride lot, a tourist shuttle and a passenger train station. Presently, Santa Cruz METRO has worked with the City of Santa Cruz in their plans to develop the Salz Tannery site. The City has been considering a project that would involve a Park and Ride lot and the possibility of a tourist shuttle. ***Staff recommends that Santa Cruz METRO continue to work with the City to explore the feasibility of a Park and Ride lot approach in this location.***

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

None of the recommendations contained in these responses call for the expenditure of any funds at this time.

#### **V. ATTACHMENTS**

**Attachment A:** Santa Cruz Metropolitan Transit District's Response to the 2002-2003 Grand Jury Final Report

## **GRAND JURY COMMENTS RELATED TO SANTA CRUZ METRO**

### **B. Highway 17 Corridor**

3. The Hwy 17 Express Bus service should coordinate schedules with the Santa Clara Valley Transit Authority (VTA) to reduce the overall commute time for people who use the Hwy 17 Express Bus.

Santa Cruz METRO operates the Highway 17 Express Bus with the Santa Clara Valley Transit Authority through a Joint Powers Agreement (JPA). While Santa Cruz METRO operates the buses, the planning and funding of the service is provided and split equally by both agencies. The JPA requires that both parties meet to plan the operation of the service. The nature of the service is that there are two (2) connections in Santa Cruz County, Dominican Park & Ride Lot and the Scotts Valley Transit Center. In Santa Clara County, there are similarly two connections that are desired, Diridon Station for CalTrain, and downtown San Jose for the VTA Light Rail and Buses. The time required to travel over Highway 17 is a fixed unit of time. There are times when a connection is workable on one side of the hill but ceases to be viable on the other. As of late, with both VTA and Santa Cruz METRO making service cuts, connections have proven more difficult to maintain. Additionally, CalTrain has made schedule changes without informing Santa Cruz METRO, breaking the connections that were established. *Staff recommends that Santa Cruz METRO continue to work towards efforts to maximize connections and reduce travel times for the Highway 17 Express.*

### **C. Passenger Rail Service**

2. When CalTrain commuter service begins at the Pajaro station, the METRO should offer Express Bus service from multiple locations in the county including Santa Cruz, Capitola and Aptos to the train station in Pajaro.

Santa Cruz METRO staff has been actively involved in a planning effort with agencies from both Santa Cruz and Monterey Counties regarding the planning for commuter rail service to Pajaro Station. As part of these efforts, Monterey Salinas Transit, the transit provider for Monterey County, has committed to provide connecting service from Pajaro Station to the Watsonville Transit Center. Express Service to Watsonville has been a high priority for Santa Cruz METRO, and with a major generator such as a rail station in Pajaro, it would be expected that demand would increase. *Staff recommends that Santa Cruz METRO evaluate the economics of added service that will service passenger rail service to Pajaro Station, at the time a commitment to provide rail service is made.*

### **D. Express Bus Service**

1. The METRO should create new Express Bus Service or modify existing Express Bus Service, similar to the Curitiba system in Brazil. This would involve building Curitiba style bus stops and running a service with limited, shorter bus stops.
2. The first route the METRO should consider for the Curitiba style of service should be the UCSC – Santa Cruz – Capitola Mall – Cabrillo College – Watsonville Corridor.
3. These new stops should also serve Park and Ride lots located between major destination stops. The METRO should create Park and Ride lots located between the major destination stops so that car drivers do not enter congested areas.

The Curitiba System in Brazil has been a big success. It was designed as a bus system that acts like a light rail system. Fares are prepaid using stops that are like train stations. Fares are paid to enter the platform and then entry and exit from the vehicles is not constrained by the payment of fares. This system has its own right-of-way in the center of a major street in Curitiba. It does not serve Park-and-Ride lots and it is a service that operates in a dense corridor that warrants frequent service beyond that of a traditional bus route, but below that of light rail. There is a large capital cost to build the infrastructure (not as large as Light Rail), which at this time has no funding source available. The advantages of such a system would be seen if Express Buses used the Highway 1 HOV Lane and had stations constructed at key points along the Highway, rather than requiring the vehicle to venture far from the Highway.

Santa Cruz METRO is interested in other Bus Rapid Transit (BRT) strategies that can be used in corridors to speed up the travel of buses and give them priority over cars. These would include the construction of “Queue Jumpers”, Bus Priority at traffic signals, etc. These low-cost improvements can show improvements in travel time, thereby making use of the bus more attractive. At this time, METRO is not in a position to construct Park and Ride Lots for this type of system.

*Staff recommends that Santa Cruz METRO continue to look into low-cost strategies to move towards Bus Rapid Transit type approaches to deal with congestion, and to also work with the Santa Cruz County Regional Transportation Commission to ensure that BRT type approaches continue to be evaluated as part of future transportation improvements.*

### **E. University of California Santa Cruz and Harvey West Area**

2. A multi-modal transportation center should be created in the Harvey West area and incorporate the Metro buses, a Park and Ride with a parking structure, a tourist shuttle, and a passenger train station.

## ATTACHMENT A

The recommendation in this area was identified as number 3, but this involves the creation of a new entrance to the University using Encinal Street. Santa Cruz METRO has no jurisdiction over this recommendation. Recommendation number 2 involves the creation of a multi-modal transportation center to be created in the Harvey West area to incorporate METRO buses, a Park and Ride lot, a tourist shuttle and a passenger train station. Presently, Santa Cruz METRO has worked with the City of Santa Cruz in their plans to develop the Salz Tannery site. The City has been considering a project that would involve a Park and Ride lot and the possibility of a tourist shuttle. *Staff recommends that Santa Cruz METRO continue to work with the City to explore the feasibility of a Park and Ride lot approach in this location.*

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 11, 2003

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDERATION OF RANKING FOR AWARD OF CONTRACT  
ARCHITECTURAL/ENGINEERING SERVICES FOR THE  
METROBASE PROJECT**

## I. RECOMMENDED ACTION

**Staff is recommending that the Board of Directors adopt the ranking of firms from the Evaluation Committee and authorize staff to enter into negotiations with RNL Design for a contract for Architectural/Engineering Services for the design of the MetroBase Project.**

## II. SUMMARY OF ISSUES

- A Request for Proposals was conducted to solicit proposals from qualified firms for architectural and engineering services for the MetroBase project.
- Six firms submitted proposals for the District's review.
- A five-member evaluation committee comprised of one member of the Board of Directors, one outside consultant and District staff, reviewed and evaluated the proposals.
- Two (2) firms were invited in for interviews.
- The Evaluation Committee ranked the firms as shown in Attachment A.
- The evaluation committee is recommending that staff enter into negotiations with the top ranked firm, RNL Design.

## III. DISCUSSION

On April 15, 2003, District Request for Proposal (RFP) No. 02-17 was mailed to ninety-nine architectural and engineering firms and was legally advertised in local newspapers. Information regarding the RFP was also published in a statewide trade publication.

On May 13, 2003, a pre-proposal meeting was conducted at the Encinal Conference room with 28 people in attendance representing 26 different firms. Several questions were posed and addendum number one to the RFP was issued on May 20, 2003 to provide all firms on the

mailing list with a copy of the minutes of the pre-proposal meeting including all questions and answers provided.

On May 21, 2003, addendum number two was mailed out to all firms on the mailing list with answers to several follow-up questions submitted by interested firms.

On June 6, 2003, the District received proposals from six architectural and engineering firms. Copies of all proposals received were submitted to the evaluation committee for review on June 9, 2003. Proposals were reviewed according to the evaluation criteria as provided in the specification section of the RFP. The evaluation committee short-listed only two firms for interview: RNL Design of Los Angeles and Stevens and Associates of San Francisco.

On June 27, 2003, interviews were conducted with these two firms. The Evaluation Committee unanimously approved the rankings shown in Attachment A. As a result of these rankings, staff is recommending that the Board authorize staff to enter into negotiations with RNL Design to contract for Architectural/Engineering Services.

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

Funds are available in the Capital Budget for Architectural/Engineering Services.

#### **V. ATTACHMENTS**

**Attachment A:**      Ranking

# ATTACHMENT A

## Request for Proposal (RFP) No. 02-17 Architectural/Engineering Services For MetroBase

1. RNL Design  
800 Wilshire Blvd.  
Suite 400  
Los Angeles, CA 90017
  
2. Stevens & Associates  
855 Sansome Street  
2<sup>nd</sup> Floor  
San Francisco, CA 94111

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT:** CONSIDERATION OF SERVICE ADJUSTMENTS FOR FALL 2003

## I. RECOMMENDED ACTION

**Staff recommends Board consideration for approval of proposed service adjustments for September 2003.**

## II. SUMMARY OF ISSUES

- In June 2003 METRO initiated a 2.5% service reduction involving major revision to some routes.
- As a result of these changes, some fine-tuning of the routes is necessary after they have been implemented.
- A minor routing change is being proposed for the Route 20, and schedule modifications for Routes 53, 55 and 56.
- School-term service will resume in September as in previous years.

## III. DISCUSSION

The proposed service adjustments are as follows:

### **Route 20 UC Westside**

In the interest of making this route more direct staff proposes to eliminate Columbia Street from this route, enabling the route to use a Bay-Laguna-Delaware routing (see Attachment A)

### **Route 56 La Selva**

Significant savings were realized with the revision of service to the Aptos/La Selva area. Originally the plan was to run the Route 56 (which begins and ends at Cabrillo) at 8:20 AM, 10:20 AM, 12:20 PM, and 2:20 PM. Customers going to the La Selva area from Santa Cruz and Capitola would take the Watsonville-bound Route 69W to

connect to the 56 at Cabrillo. Customers traveling in the opposite direction (from La Selva) would transfer to the Route 55 at Cabrillo College.

Subsequently, during the public process, seniors in the La Selva area indicated a desire not to use the 69W due to the heavy passenger loads that route sometimes carries. At that time, staff revised the plan to allow for transfers in both directions with the Route 55. This plan required more time added to the Route 55 to enable the connection inbound at Cabrillo College.

However, due to problems with the interlining of Routes 55 and 53, it is not feasible to maintain this schedule, and staff now recommends a return to the original concept of the Route 56 departures and its connections. Again, staff has been in contact with some passengers served by Route 56 and has modified the original departure times to accommodate their needs.

#### **Route 53 Capitola/Dominican**

Bus Operators have encountered difficulties keeping this route on time. When this route does run late, the bus is then late on its following trip, the Route 55. This in turn breaks the popular transfer at Cabrillo College from the Route 55 to the Route 71. Staff proposes to add five minutes to this route by moving the departure time from 45 after the hour to 40. This will enable the bus to arrive a Capitola Mall in time for its next departure.

#### **Route 55 Rio Del Mar**

By changing the departure of the Route 53, the Route 55 can operate in a more natural timeframe and eliminate excessive dwell times that total nearly ten minutes on some trips. Time points will be adjusted to more accurately reflect its actual running time.

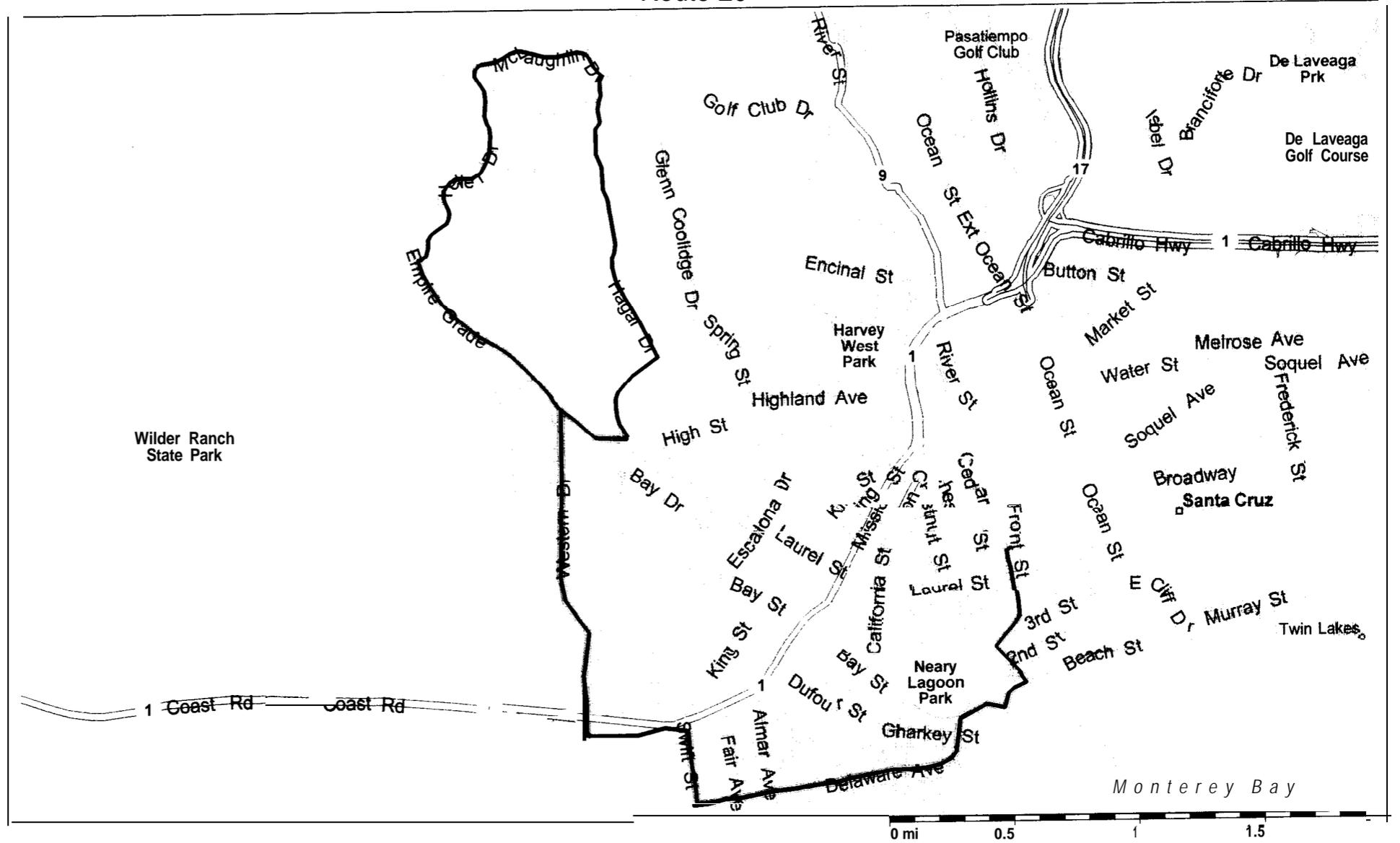
### **IV. FINANCIAL CONSIDERATIONS**

There are no impacts on the operating budget as a result of these changes..

### **V. ATTACHMENTS**

**Attachment A:** Route 20 Map

Route 20



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDERATION OF PROPOSAL FROM CABRILLO COLLEGE FOR THE PROVISION OF BUS SERVICES**

## I. RECOMMENDED ACTION

**Staff recommends that the General Manager be authorized to negotiate and execute a contract with Cabrillo College for the provision of bus services.**

## II. SUMMARY OF ISSUES

- The Contract with Cabrillo College had lapsed a few years ago.
- Santa Cruz METRO had continued to honor the contract until June 30, 2003
- Staff has been meeting with Cabrillo College to determine if a new contract could be developed for the Fall Term.
- Proposals have been received from Cabrillo College that alter the structure of the contract and with some modifications can be recommended by staff.

## III. DISCUSSION

The existing contract with Cabrillo College expired a few years ago. Under this arrangement, Cabrillo was authorized to print up passes that were good for the semester and Cabrillo was then billed only for rides taken that served the College (Billable). Using average weekday ridership and multiplying by the monthly pass rate determined the Monthly Bill for the college. This benefited the college in that they were able to consolidate individual rides into a monthly pass rate. This is the same pricing model that has been used by UCSC for the past 30 years. There were two major differences between Cabrillo and UCSC that has made this model ineffective for Santa Cruz METRO.

First, UCSC has always mandated 100% student participation. Those who do not use the system subsidize those who use the system. This works well to keep costs down. The second difference has come about with the opening of the Watsonville Campus and the move to satellite facilities. UCSC is at the end of the service area, at the end of some routes. Therefore it is easy to segregate rides to or from the campus. In the case of Cabrillo, this was possible at the main campus, but it is no longer possible, as every Watsonville route serves the Watsonville Campus. There is no mechanism to accurately derive billable rides in this situation. This has continued to occur as more Cabrillo students make use of the Watsonville facility. The number of billable

trips has been declining over time. Another difficulty is that there are routes that do not serve the College, but have a large number of Cabrillo riders. These are students that are commuting to school, for example from San Lorenzo Valley. Santa Cruz METRO only can receive revenue for the trip that goes to the campus under the old contract, even though the first ride of their trip is going to school.

College staff met with the District so that both sides could understand the problems with the existing arrangement. Cabrillo College then submitted a letter on June 5, 2003 (Attachment A) that outlined a proposal that attempted to meet Santa Cruz METRO's needs. This proposal increased the billable rate to \$1.48, based upon the UCSC rate. While this met METRO's need to increase revenues, it did not address the problem with the declining level of billable rides. The proposal from Cabrillo was estimated by their staff to increase the contract value from approximately \$160,000 per year to \$237,000 per year based upon previous experience. This represented an increase of approximately \$90,000.

At a meeting on June 11, 2003, METRO staff countered this proposal with an alternative that utilized the same total dollars contained in Cabrillo's proposal, but revised it to reflect all rides taken on the system, reducing the cost per ride to \$.85 from the "Billable Ride" cost of \$1.48. The revenues to METRO from either proposal are identical, but this eliminates the problem of where a rider is getting on the bus, as all rides would now be billed.

On June 25, 2003, Cabrillo forwarded another proposal in response to METRO's June 11, 2003 proposal (Attachment B). In this proposal, Cabrillo proposed the following:

- Student Bus Passes would be valid only during school term dates established by Cabrillo
- Faculty/Staff passes would be valid for the entire year
- Neither pass would be accepted on Sundays
- The term of the agreement would be for a three year period
- Cabrillo College countered with a rate of \$.82 per ride on all routes

Cabrillo had estimated that this proposal would represent an increase of over 50% from the current levels of ridership by Cabrillo students. Staff analyzed the impact of not removing Sunday rides from the analysis and this amounted to almost 15,000 rides. As a result, in order to achieve a projected 50% revenue increase from the agreement, it would require \$.85 per ride for all trips. Further, in keeping with the direction of the Board of Directors, staff would also recommend that for a three year agreement, that the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index") be used to annually adjust the \$.85 rate in the contract. In this way, the agreement will keep pace with inflation. Cabrillo has requested that the date used for the adjustment give them enough time to include a new rate in their class catalog. Lastly, staff recommends that a Termination for Convenience clause be included in the agreement, as this is a requirement for the District. In consultation with Cabrillo staff, a 120-day time frame would give them sufficient notice.

Staff therefore recommends that the Board authorize the General Manager to negotiate and execute a contract with Cabrillo College for the provision of bus services subject to the changes recommended by staff and discussed in the preceding paragraph. The financial impact of this proposal, using this year's data, is shown in the table below:

	2002/03 Projected Total	2002/03 Projected Billable	2002/03 Projected Billings	Revenue/ Total Rides	Revenue/ Billable
Previous Agreement	315,611	180,739	\$ 170,791	\$ 0.541	\$ 0.945
Proposed Agreement	301,024	NA	\$ 255,870	\$ 0.850	NA
Additional Revenue			\$ 85,079		
Percentage Increase			50%		

#### IV. FINANCIAL CONSIDERATIONS

Based upon the projections by staff, this proposal will generate 50% more revenue than last year's agreement.

#### V. ATTACHMENTS

**Attachment A:** June 5, 2003 Proposal from Cabrillo

**Attachment B:** June 25, 2003 Proposal from Cabrillo



6500 Soquel Drive  
Aptos, CA 95003  
Office of the Vice President, Student Services

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June 5, 2003

Mr. Mark J. Dorfman  
Assistant General Manager  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

Dear Mark:

We appreciate the time you and Les took to meet with us on May 16 to discuss the current situation with the Santa Cruz Metropolitan Transit District regarding the current status of the bus pass program. Based on input from that meeting Cabrillo staff has had several meetings to develop a proposal that would meet the following criteria:

- Provide a bus pass program for Cabrillo College students that would (a) enable students to access the campuses without causing severe financial hardship (especially since a significant portion of our student base is from a low income demographic) and (b) require no additional subsidy from the college.
- Achieve the transit district objective of improving revenue to mitigate current operating deficits such that the dollars generated by Cabrillo College students and staff using a bus pass be consistent on a per ride basis with the revenue generated by UCSC students and staff.

In order to achieve the above objectives we propose the following:

- Cabrillo College and the Santa Cruz Metropolitan Transit District continue to provide semester bus passes, but at a new rate of \$50.00 per pass.
- Cabrillo College and the Santa Cruz Metropolitan Transit District maintain the existing structure whereby the transit district bill Cabrillo College on a per ride basis on the specific routes as is currently the procedure.
- The transit district increase the billable ride rate from \$1 .00 per ride to \$1.48 per ride, a 48% increase. This rate was determined by dividing the UCSC rate of \$.807 by the current Cabrillo rate of \$.545 and multiplying the result by the current rate of \$1 .00. This would result in Cabrillo College being charged consistently with UCSC on a per ride basis.

- Cabrillo College and the Santa Cruz Metropolitan Transit District review the program in April 2004 with the goal of implementing a new semester bus pass program for the 2004-05 fiscal year that would be consistent financially with a revised Transit District/UCSC agreement at that time.

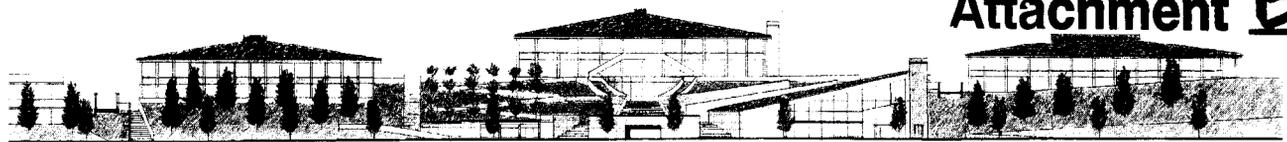
We estimate that our proposal will increase Cabrillo College's revenue to the transit district from the current level of \$160,000/year to \$237,000/year, with the college subsidizing the program in the annual amount of \$90,000.

College staff feels that this proposal meets both the goals of the transit district and the college while providing some level of relief to college students who will already be significantly impacted by increased fees.

We look forward to discussing this proposal with you June 11.

Sincerely,

Manuel M. Osorio



*Cabrillo College* . *Celebrating Excellence Since 1959*

June 25, 2003

Mr. Les White  
Mr. Mark J. Dorfman  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, California 95060

Dear Les and Mark:

Thank you both very much for meeting with us on June 11 to discuss the current situation regarding the bus pass program at Cabrillo College. Based on input from that meeting we wish to propose a bus pass program that would meet the following criteria:

- . Provide a bus pass program for Cabrillo College students that would (a) enable students to access the campuses without causing severe financial hardship (especially since a significant portion of our student base is from a low income demographic) and (b) require minimum additional subsidy from the college.
- Provide a bus pass program for Cabrillo College faculty and staff to encourage them to take public transportation to work to reduce automobile congestion in the county.
- . Achieve the transit district objective of improving revenue to mitigate current operating deficits such that the dollars generated by Cabrillo College students and staff using a bus pass be consistent on a per ride basis with the revenue generated by UCSC students and staff.

In order to achieve the above objectives we propose the following:

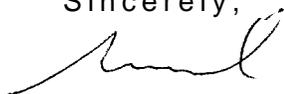
- Cabrillo College offer 5 separate bus passes:
  - Student summer school bus pass
  - Student Fall Semester bus pass
  - Student Spring Semester bus pass
  - Student Wintersession Bus pass
  - Faculty/Staff bus pass good for the entire year (July 1 -June 30)
- Student bus passes would be valid Monday through Saturday on scheduled class days (Cabrillo College to provide a schedule to the Metro District).
- Faculty/Staff bus passes would be valid Monday through Saturday on days the college is open (Cabrillo College to provide a schedule to the Metro District).
- . Cabrillo College would agree to pay the Metro District a fee of \$.82 per ride on all routes where a bus pass is used where the above criteria is met.
- The bus pass program would be effective for a period of 3 years from date of signing by both parties to insure continuity for students, faculty, staff, and the Metro District.

We estimate that our proposal will increase the revenue that the Metro District collects from Cabrillo College by over 50% (\$89,000) from current levels (assuming current ridership numbers are maintained).

Les and Mark, we feel that this proposal meets both the goals of the transit district and the college, while providing a significant level of relief to college students who will already be adversely impacted by increased fees.

Thank you for your consideration.

Sincerely,



Manuel M. Osorio  
Vice President  
Student Services

c: Pegi Ard  
Vice President  
Business Services

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2003

**TO:** Board of Directors

**FROM:** Mark Dorfman, Assistant General Manager

**SUBJECT: CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE METROBASE PROJECT**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve a contract with RNL Interplan, Inc., d.b.a. RNL Design, Los Angeles, California in the amount of \$2,530,761 to design and engineer the MetroBase project.**

## II. SUMMARY OF ISSUES

- At the July 11, 2003 Board Meeting, staff was authorized to begin negotiations with RNL Interplan, Inc., d.b.a. RNL Design of Los Angeles, California for architectural/engineering services for the MetroBase Project.
- Staff has met with RNL and negotiated a fee of \$2,256,260 for the architectural/engineering services with reimbursable expenses estimated at \$274,501.
- Revenues projected to be available to the project are \$21,806,000.
- The initial estimate from RNL for construction is a range from \$18–22 Million.
- RNL has also included a Project Insurance Policy quotation at a cost of \$88,000 as was required in the RFP.

## III. DISCUSSION

On April 15, 2003, District Request for Proposal (RFP) No. 02-17 was mailed to ninety-nine architectural and engineering firms and was legally advertised in local newspapers. Information regarding the RFP was also published in a statewide trade publication. On May 13, 2003, a pre-proposal meeting was conducted at the Encinal Conference room with 28 people in attendance representing 26 different firms.

On June 6, 2003, the District received proposals from six architectural and engineering firms (Attachment A). Copies of all proposals received were submitted to the evaluation committee for review on June 9, 2003. Proposals were reviewed according to the evaluation criteria as provided

in the specification section of the RFP. The evaluation committee short-listed only two firms for interview: RNL Design of Los Angeles and Stevens and Associates of San Francisco.

On June 27, 2003, interviews were conducted with these two firms. The Evaluation Committee unanimously approved the rankings shown in Attachment B. At the July 11, 2003 Board Meeting, the Board authorized staff to enter into negotiations with RNL for architectural/engineering services for the MetroBase Project. Based upon the current project scope, RNL estimates a project cost that ranges from \$18-22 million dollars.

As a result of these negotiations, the fixed fee for the work as described in the proposed contract (Attachment C) is \$2,256,260. RNL has agreed to substitute Raymundo Engineering Company as their consultant for the alternate fuel system. They are familiar with the existing contract and local conditions, and they will also increase the Disadvantaged Business Enterprise (DBE) participation in the project. In addition, RNL has agreed that the Project Manager Chuck Boxwell is identified specifically and he will not be reassigned with the approval of Santa Cruz METRO. In addition, there are reimbursable expenses that will not exceed \$184,501, an allowance for a local office expense of \$90,000 during the term of the project, an allowance for \$30,000 for the development of a Facility Maintenance Manual, an allowance for two site surveys at \$50,000, and an allowance for \$30,000 for any environmental/planning work that may be required by Denise Duffy and Associates. This totals \$274,501. In addition, RNL has provided a cost of \$88,000 for a Project Insurance Policy should the District wish to exercise this option.

Attachment D to this staff report shows the current funds that are available for the MetroBase Project. The project will be undertaken in such a way as to complete the on-site fueling and maintenance facilities first in order to comply with CARB regulations.

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

Funds are available in the MetroBase Capital Budget (Attachment D) for this contract.

#### **V. ATTACHMENTS**

- Attachment A:** Firms that Responded to RFP
- Attachment B:** Rankings
- Attachment C:** Draft Contract – **Note: All exhibits and addendums to the contract are available for review at METRO’s Administration Office.**
- Attachment D:** MetroBase Budget

## ATTACHMENT A

Request for Proposal (RFP) No. 02-17  
Architectural/Engineering Services  
For MetroBase  
Respondents

1. RNL Interplan, Inc. of Los Angeles, CA
2. Stevens and Associates of San Francisco, CA
3. ATI Architects and Engineers of Watsonville, CA
4. Waterleaf Architecture and Interiors of Portland, OR
5. Parsons Brinckerhoff of San Francisco, CA
6. DKS Associates of Oakland, CA

## ATTACHMENT B

Request for Proposal (RFP) No. 02-17  
Architectural/Engineering Services  
For MetroBase  
Rankings

1. RNL Design  
800 Wilshire Blvd.  
Suite 400  
Los Angeles, CA 90017
2. Stevens & Associates  
855 Sansome Street  
2<sup>nd</sup> Floor  
San Francisco, CA 94111

# Draft

## PROFESSIONAL SERVICES CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE (02-17)

THIS CONTRACT is made effective on \_\_\_\_\_, 2003 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and RNL INTERPLAN, INC., d.b.a. RNL DESIGN ("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 Architectural and Engineering Services for MetroBase

District has the need for Architectural and Engineering Services for MetroBase. In order to obtain these services, the District issued a Request for Proposals, dated April 15, 2003, 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 Architectural and Engineering Services for MetroBase and whose principal place of business is 800 Wilshire Blvd., Suite 400, Los Angeles, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Architectural and Engineering Services for MetroBase, which is attached hereto and incorporated herein by reference as Exhibit "B."

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

On July 25, 2003, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Architectural and Engineering Services for MetroBase 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 April 15, 2003 including Addendum No. 1 dated May 20, 2003 and including Addendum No. 2 dated May 21, 2003.

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

Contractor's Proposal to the District for Architectural and Engineering Services for MetroBase signed by Contractor and dated June 6, 2003.

C. Exhibit "C"

Negotiated changes to the specifications and work requirements that include: Revised Scope of Work; Billing Rates for Key Personnel; and Revised Project Schedule.

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" and Exhibit "C".

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 April 15, 2003.

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 April 15, 2003.

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 a period of five (5) years 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 (see Exhibit "C"). Total contract amount not to exceed \$2,530,761. 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.

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

RNL INTERPLAN, Inc., d.b.a. RNL Design  
800 Wilshire Blvd.  
Suite 400  
Los Angeles CA 90017  
Attention: Patrick M. McKelvey, Principal

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  
RNL INTERPLAN, INC., d.b.a. RNL DESIGN

By \_\_\_\_\_  
Patrick M. McKe lvey  
Principal

Approved as to Form:

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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02-17

## Request for Proposals To Provide Architectural & Engineering Services for MetroBase

Date Issued: April 15, 2003  
Proposal Deadline: 5:00 P.M., June 6, 2003

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### Contents of this RFP

- I. Instructions to Offerors
  - II. General Information Form
  - III. Specifications
  - IV. General Conditions
  - V. Contract/Agreement
  - VI. FTA Requirements for Non-Construction Contracts
  - VII. Protest Procedures
- Figure 1 – Existing Site Plan  
Figure 2 – Conceptual Site Plan

## **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 8 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, 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 District Act and general law: (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***

**PART II**

**GENERAL INFORMATION FORM**

(To be completed by the offeror and placed at the front of your proposal)

**ARCHITECT AND ENGINEERING SERVICES**

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm's Address

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

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

\_\_\_\_\_  
Type of Organization (Partnership, Corporation, etc.)

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Name of Principal-in-Charge and Title

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Name of Project Manager and Title

\_\_\_\_\_  
Name, Title and Phone Number of Person To Whom Correspondence Should be Directed

\_\_\_\_\_  
Addresses Where Correspondence Should Be Sent

\_\_\_\_\_  
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):

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

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.

**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      \$ \_\_\_\_\_      \_\_\_\_\_ %

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## PART III

### SPECIFICATIONS FOR ARCHITECTURAL & ENGINEERING SERVICES

#### I. PROJECT OVERVIEW

##### A. Background

The Santa Cruz Metropolitan Transit District is issuing this Request for Proposal (RFP) to select a firm to perform architectural and engineering (A&E) services in connection with the design and construction of a new bus operations and maintenance facility in the city of Santa Cruz, California. The services will include reviewing and analyzing the existing programming and preliminary design documents for applicability to the current project. The services will also entail developing final construction documents and bidding documents as well as assistance in evaluating bids, construction oversight, testing, administration, and record drawings.

The Santa Cruz Metropolitan Transit District ("District") is the sole public transit operator in Santa Cruz County. It has a fleet of 103 buses and operates 40 routes. Services are also operated for the District under contracts with private transportation companies. Its service area is the entire county, an area of 441 square miles, with a population of 236,909 (according to 1993 estimates by the State Department of Finance.) The District was formed in 1968 and is a political subdivision of the State of California.

Due to the District's continued success, it has determined that it is necessary and appropriate to construct a new Operations and Maintenance Facility (MetroBase). The District currently operates out of seven (7) different facilities. The District has recently approved an Environmental Impact Report (EIR) and will be purchasing land adjoining its existing facilities (see Figure 1) in Santa Cruz as sites for the MetroBase Facilities, which will house Maintenance and Operations for the District's operation. These facilities will be designed for a capacity of approximately 98 buses, and are intended to provide the District with cost savings and managerial efficiencies.

The following studies or reports have been prepared in conjunction with this project:

1. Facilities Consolidation Study dated June 1995
2. Economic Study for MetroBase Alternatives  
This report can be accessed on the internet at the following address:  
<http://www.scmttd.com/reports/fir.pdf>
3. Waterleaf Programming Document
4. Environmental Impact Report on MetroBase – 2003  
This report can be accessed on the internet at the following address:  
<http://www.scmttd.com/metrobase/eiramend.pdf>
5. Phase 2 Financial Feasibility Report dated 2003

**A pre-proposal meeting is scheduled for Tuesday, May 13, 2003, 1:00 p.m. at the District's Administrative Office located at 370 Encinal Street, Suite 100, Santa Cruz, CA. All interested firms are encouraged to attend.**

##### B. Definitions

As used in this Request for Proposal:

- A. Contract. The term "Contract" means the agreement to be entered into by the Santa Cruz Metropolitan Transit District and the successful proposer for the scope of services described in this RFP.

- B. Contracting Officer. The District’s Contracting Officer for supervision, direction, control, and approval of the work of the Contractor shall be its General Manager or his designee(s). The Contracting Officer or his designated representative(s) shall be responsible for such coordination as is required of the work performed by the Contractor. Whenever the term “Contracting Officer” is used herein, it shall also mean the designate(s) thereof; provided, however, that such authority shall have been designated by the Contracting Officer in writing, and a copy thereof forwarded to the Contractor.
- C. Contractor (includes A/E Consultant, A/E Firm, Consultant). The term “Contractor” means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the scope of services specified in this RFP.
- D. MetroBase. Refers to the MetroBase Project for the Santa Cruz Metropolitan Transit District. This project involves the construction of facilities to house the Maintenance and Operations functions.
- E. Days. The term “days” means business days recognized by the District.
- F. Facility. The term “Facility” means the MetroBase.
- G. Federal Transit Administration (FTA). The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- H. SCMTD (includes District, METRO). The term “SCMTD” means the Santa Cruz Metropolitan Transit District.
- I. Interested Party. The term “interested party” means any person (1) who is an actual or prospective proposer in the procurement involved; and (2) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract.
- J. Prospective Proposer. The term “prospective proposer” shall refer to any person who takes one or more of the following actions: (1) receives the RFP by direct mail; (2) attends the preproposal meeting and registers as an attendee; or (3) registers with SCMTD as a prospective proposer.
- K. RFP. The term “RFP” means this Request for Proposals.
- L. Solicitation. The term “solicitation” means an Invitation to Bid, Request for Proposals or other form of document used to procure services.

**C. Schedule of Events**

Event	Date
Request for Proposals (RFP)	April 15, 2003
Pre-Proposal Conference, 370 Encinal St. #100, Santa Cruz, CA	May 13, 2003, 1 pm
Deadline for receipt of written questions and requests for addenda	May 20, 2003
SCMTD responses and/or addenda issued	May 27, 2003
Proposals due	June 6, 2003, 5 pm

SCMTD Reviews Proposals	June 9 <sup>th</sup> – June 13 <sup>th</sup>
Notify short listed firms	June 13, 2003
Interview short listed firms	June 16 <sup>th</sup> – June 18 <sup>th</sup>
Select highest rated proposer and negotiate contract	June 19 <sup>th</sup> – June 25 <sup>th</sup>
Board Approval of Contract and notice to proceed	June 27, 2003

**D. Project Organization**

The Contractor shall secure all personnel necessary to perform the services required under this contract. All services under this contract shall be performed under the Contractor's supervision by fully qualified and authorized personnel.

The District's General Manager or his designee will be responsible for project direction, review and approval of all work, as well as for the overall administration of the contract for compliance with and interpretation of scope, schedule and budget.

**E. Project Duration**

The District estimates that the consultant will provide these services projected to begin in July 2003 through the opening of the MetroBase and construction notice of completion.

**II. SCOPE OF SERVICES**

**A. General**

The Santa Cruz Metropolitan Transit District is requesting proposals for architectural and engineering services for the design and construction of a new MetroBase. This engagement involves a project where METRO currently operates and maintains buses, thereby requiring a phased-in construction program. Of primary interest to Santa Cruz METRO will be the ability of the A/E firm to work on projects of this type and be able to phase construction activities while still maintaining a working transit agency.

The architectural and engineering services will include all customary services to plan, design and engineer the construction of an operations and maintenance facility. The services shall include programming, preliminary design, final construction documents, provide full construction documents using District's standard contract and related boilerplate, construction inspection, material testing, and administration and record drawings. All design disciplines shall be included in this proposal consisting of, but not necessarily limited to, architectural, structural, mechanical, acoustical, heating, ventilation, and air conditioning (HVAC), electrical, civil, maintenance equipment, telecommunications, process piping and fuel systems consultant, landscape architectural, site surveying, materials testing, cost estimating, construction inspection, and geotechnical engineering services. The A/E Consultant shall prepare construction documents to include site and off-site improvements including utilities, utility coordination, street improvements, public walkways, parking lots, driveways, curb cuts and exterior lighting.

The design and engineering of the facility and site shall meet all relevant laws, regulations and requirements of the applicable jurisdictions (including local, state and federal), codes and regulations including local planning and building departments, State of California Building Code Title 24, Americans with Disabilities Act and others. The A/E Consultant will be responsible for working with local jurisdictions to obtain all permits and approvals necessary to secure the building permit(s) for the

construction of the facility and site improvements.

The A/E Consultant should be aware that SCMTD will solicit the services of a construction manager to oversee the interests of SCMTD during the design and construction of the project. While the project permits will be issued by the owner, SCMTD will utilize the inspection services of the City of Santa Cruz for the purposes of determining code compatibility. The A/E Consultant shall work closely and in cooperation with the construction contractor, the construction manager, City of Santa Cruz staff, and SCMTD staff, and shall conduct weekly coordination/progress meetings with its subcontractors and SCMTD staff and the design and construction contractor during construction. In addition to participating in any Community and Advisory Committee Meetings required by the District, the A/E firm will be required to participate in an extensive employee involvement program to solicit input.

In addition to approvals by local jurisdictions, the A/E Consultant shall make presentations to and secure approvals from SCMTD staff and the Board of Directors at appropriate times during the course of the project. The A/E Consultant shall assume presentations to the Board of Directors/Committees every other month during the course of the project design.

The A/E Consultant shall be readily accessible at all times for review and coordination with SCMTD staff. The Consultant shall maintain a local office throughout the course of this project for the purpose of maintaining coordination with the District and construction contractors.

**B. Design Process**

1. The conceptual site plan shown in the Environmental Study (Figure 2) was designed using the physical location of the sites, and should be refined and redesigned through the current design process to fit the actual physical location and needs of the Santa Cruz Metropolitan Transit District.
2. The design process shall include the following:
  - a. Meet with SCMTD staff, District Advisory Committees, public groups and employee committees to discuss all aspects of the project including project schedule, design alternatives, preliminary budget and cost estimates and construction alternates.
  - b. Provide cost estimates at each phase of the design process.
  - c. Prepare the site survey, geotechnical soils report, hydrological studies, and other reports and surveys necessary for the project design and as might be required by local jurisdictions.
  - d. Conduct peer review session(s) with SCMTD and other transit agencies, as arranged by SCMTD, to review the project design, scope and cost estimate. Address any issues that may arise from this session.
  - e. Prepare design within a fixed agreed upon construction contract award price. If that price should be exceeded consultant will redesign and assist the District in rebidding to reduce the project cost to within budget at no additional cost to the District.

**C. Services Provided By SCMTD**

SCMTD shall provide all relevant data in its possession that pertains to this project in support of the A/E' s professional services. SCMTD assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The A/E Consultant s hall be responsible for evaluation of all information supplied by SCMTD.

**D. District Project Manager**

SCMTD's General Manager or his designee will direct and coordinate this Project. The Project Manager shall receive, coordinate and transmit reports and documents of the A/E Consultant and act as liaison.

### III. PROJECT ORGANIZATION

#### A. Contractor's Responsibilities

The Contractor's project manager shall supervise all activities for the project with ultimate responsibility for written reports and overall project completion.

### IV. SPECIAL INSTRUCTIONS TO OFFERORS

#### A. Minimum Proposal Requirements - The proposal must include the following items in the order listed below. (Please complete and include the General Information Form enclosed in this packet with your proposal.) Your firm may include any additional information considered helpful in the evaluation of the proposal.

To facilitate comparisons during proposal review, the following information shall be listed in the order shown and shall appear at the front of all proposals. Include tabs or other markers in your proposal to subdivide materials in accordance with this numbering.

Note: Submit your response to Item 10 below (Cost Proposal) in a separate, sealed envelope.

1. Completed copy of General Information Form (See Part II).
2. Completed copy of Federal Standard Form 254 (See Part II).
3. Completed copy of DBE Information Form (See Part II). Reference Part VI of this RFP for other DBE information. District has a 13% DBE participation goal established for this project.
4. General Qualifications

This section should provide a brief summary of the Consultant's and Sub consultant's overall organization, areas of practice, and stability including:

- a. Type of service(s) your firm, as prime Consultant is particularly qualified to perform. Generally describe the scope of service provided by your firm without the use of outside consultants.
- b. Type of services your proposed Sub consultants are particularly qualified to perform.
- c. The prime Consultant's current permanent staff size and how the size has varied in the last five years.

#### 5. Project Qualifications

This section should provide a brief description of the Consultant's and Sub consultant's qualifications for the project and previous experience on similar or related engagements. Description of pertinent experiences should include:

- a. A summary of work performed in the last five years for which the proposer, or a principal member of the proposer, provided architectural planning and programming services. Indicate whether the project was ultimately designed or constructed.

- b. The project cost and the percentage of work for which your firm was responsible.
- c. The period over which the work was completed.
- d. Your firm's adherence to the schedule, budget and cost estimate for each project.
- e. The name, title and phone number of the clients to be contacted for references.
- f. A description of projects where energy efficiency or the use of alternative energy savings other than electricity and/or natural gas were featured and successfully implemented.
- g. A description of projects where phased construction was required due to time and/or property limitations.
- h. A description of the firm's capability to adapt and reuse existing facilities.
- i. A description of projects where construction activities and owner operations occurred simultaneously on a common site.
- j. A record of all professional liability (errors and omissions) or other claims beginning in 1997 to present including specific data as to responsibility, relationship to claimant, and ultimate disposition of the claim along with specific references with telephone numbers of persons/organizations having direct knowledge of the claims.

Indicate your specific relationship to the projects, if other than the principal firm, listing your firm's specific responsibilities.

#### 6. Project Understanding

This section should demonstrate the Consultant's understanding of the proposed project defining the concepts, approach and methodology to be used.

Consultant may include preliminary sketches, layouts, and designs demonstrating Consultant's understanding of the project or Consultant's unique design concepts/approach in response to requirements of this RFP.

#### 7. Technical Approach

This section should describe the Consultant's technical work plan for the project. This description should include:

- a. A brief narrative of the technical approach to be followed, and the quality assurance program to be used.
- b. A brief work program or flow diagram outlining the proposed work steps for the basic services and work elements discussed in the SCOPE OF WORK section.

#### 8. Project Staffing

This section should discuss how the Consultant would propose to staff this project.

- a. Name(s), title(s), and qualifications of individuals for both the prime Consultant and Sub consultants to be assigned to the project.

Include individual resume(s) and qualification statements for each person named (in Appendix).

Include interactive relationships for all individuals to be assigned to the project including:

- 1) An organizational chart depicting reporting relationships.
- 2) A description of the specific responsibilities to be assigned to each individual.
- 3) A matrix showing estimated percentage of total work hours to be assigned to each individual for the disciplines.

9. Time of Commencement and Completion of Project

Provide a tentative time schedule for the project. State a guaranteed date of commencement and confirm the date of completion of the project. Also provide a guarantee of staff and firm resources to be committed to the project until completion. Note any limitations to commencement or completion dates.

10. Cost for Services

The Consultant shall submit a proposal for the full scope of services for this project.

Cost proposal submitted shall include all Consultant's and Sub consultant's costs for the services proposed in response to the RFP including:

- a. Base cost for all Consultant and Sub consultant services,
- b. Overhead or mark-up, if not included in base cost,
- c. Percentage mark-up, if any, for direct costs such as travel, insurance, typing, telephone cost and all other services and expenses necessary to fully perform the scope of work proposed,
- d. Fee or profit, if not included in above items,
- e. Any adjustment to the cost proposal, if any, after a specified date before completion. Adjustments made to the rates in the cost proposal after the specified date shall be provided as a "not to exceed" percentage.

Please note that the total cost proposal submitted under this item will be used as a basis for a negotiated lump sum contract for an agreed upon scope of work.

**NOTE: SUBMIT COST PROPOSAL (ITEM 10) IN A SEPARATE, SEALED ENVELOPE MARKED WITH THE NAME OF YOUR FIRM, THE TITLE OF THE RFP, THE DATE, AND THE WORDS "COST PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES, RFP No. 02-17."**

11. Other Information (optional)

In this optional Section Consultant may provide other information that might aid the Selection Committee in evaluating Consultant's proposal and ascertaining Consultant's qualifications.

**B. Proposal Submittal**

Proposals and eight copies must be received no later than 4:00 p.m. on June 6, 2003 at the Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060. Proposals must be clearly marked:

"Proposal to Provide Architectural & Engineering Services for MetroBase (Proposal Due Date:

June 6, 2003)"

**C. Modification or Withdrawal of Proposals**

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the offeror. To be considered, however, the modified proposal must be received by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to offerors by the Purchasing Department are authorized and binding.

**D. Rejection of Proposals**

Failure to meet the requirements for the Request for Proposals will be cause of rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

**V. EVALUATION CRITERIA AND SELECTION OF SUCCESSFUL OFFEROR**

**A. Proposal Evaluation Criteria:**

It will be recommended that a contract be negotiated with the proposer judged to be most outstanding in meeting the overall objectives of the RFP while providing the best value to SCMTD. Pricing will not be considered during the evaluation of proposals as per the Brooks Act as defined in 40 U.S.C. §541.

Evaluation of the proposals will consist of the factors specified below:

1. "Pass/Fail" Evaluation

Initially, a "pass/fail" evaluation will be made of the proposal to determine compliance with the provisions of the RFP. Failure in any one of the "pass/fail" criteria shall be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be solely at the discretion of SCMTD if it is determined to be in SCMTD's best interests. These criteria shall include the following:

- (a) Delivery of one unbound original and eight bound copies of the proposal, totaling 50 pages or less on or before the appointed hour. The 50 page limitation refers to 50 single sided pages, 25 double sided pages or any combination thereof.
- (b) Inclusion of a statement of proprietorship and financial stability.
- (c) Inclusion of a statement concerning the acceptance of terms and conditions of the RFP and all required certifications completed and signed.
- (d) Documented capability and history as a full-service A/E firm. (This is only a requirement that the documentation be submitted and not an evaluation of the documentation.)

2. Cumulative Score Rating Evaluation

Those proposals that pass the requirements of section VI.A. 1. above will then be rated according to the following criteria on the basis of an assigned-point system.

(a) General Quality and Responsiveness of Proposal  
Total Possible: **15 points**

Completeness and thoroughness of the proposal will be evaluated on the following factors:

- (1) Recognition of overall concept and objectives.
- (2) Responsiveness to requirements, terms, and conditions.

(b) Statement of Qualifications. Experience and Organizational Relationships.  
Total Points Possible: **35 points**

- (1) Experience in the planning, programming, design and construction of public buildings similar in size and scope of the proposed project, including energy efficient designs and/or alternative energy designs.
- (2) History of professional liability claims.
- (3) Clarity and logic of the proposed organizational framework.
  - (i) Experience of the proposed project team members including, education, experience and past experience working as a team.
  - (ii) Experience and qualifications of the project director which will ensure project coordination through completion of the Scope of Work objectives.
- (4) Proposer's commitment to provide the proposed scope of A/E and sub consultant services from a local office.
- (5) Impact of the proposer's current workload on the capability/commitment of the A/E to accomplish the required service.

(c) Work Plan and Technical Approach  
Total Point Possible: **50 points**

- (1) Design production plan/project schedule shows specific tasks, milestones, and deliverables by the A/E and sub consultants and including submission of completed Production Design Documents and Construction Documents.
- (2) Quality, detail, logic and proposed levels of effort indicated in the staffing histogram.
- (3) Sufficiency of management mechanism/techniques to facilitate the delivery of planning, programming, design and construction administrative services.
- (4) Technical capability, approach participating in Value Engineering and life cycle cost analysis.
- (5) Clear understanding and methodology for applying Quality Assurance/Quality Control (QA/QC) procedures and techniques throughout the design process, including interdisciplinary coordination and sufficiency of level of effort allocated to QA/QC activities.

- (6) Clear understanding of the limitations facing this project as they relate to property, phasing, and scheduling.
- (7) Sufficiency of computer aided design (CAD) capabilities and systems; and a mechanism for optimizing the use of CAD throughout the design and construction process.

**B. Selection**

1. SCMTD reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals.
2. Proposals will be evaluated to develop a short list of qualified proposers.
3. SCMTD will invite the short-listed proposers to make an oral presentation to the Evaluation Committee.
4. The highest-rated proposer, after oral presentations, will be invited to negotiate the final scope of work, schedule and fees with SCMTD.
5. If negotiations with the highest rated proposal are not successful, SCMTD reserves the right to negotiate with the next best-qualified proposer.
6. The recommendation for contract award will be made by the Evaluation Committee on the basis of qualifications, demonstrated competence, and technical response to the RFP.
7. Final contract award will be made by the SCMTD Board of Directors and will be binding only after the execution award the of contract

## **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. 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) 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.
  - (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 per occurrence and a \$4,000,000 umbrella policy for a total of \$5,000,000. In addition, District is considering Project Specific Insurance for the work and will consider this as part of the negotiations for the contract.

## 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.
- (1) 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 ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE (02-17)**

THIS CONTRACT is made effective on \_\_\_\_\_, 2003 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 Architectural and Engineering Services for MetroBase**

District has the need for Architectural and Engineering Services for MetroBase. In order to obtain these services, the District issued a Request for Proposals, dated April 15, 2003, 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 Architectural and Engineering Services for MetroBase and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Architectural and Engineering Services for MetroBase, 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 Architectural and Engineering Services for MetroBase 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 April 15, 2003

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

Contractor's Proposal to the District for Architectural and Engineering Services for MetroBase, signed by Contractor and dated June 6, 2003.

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 April 15, 2003.

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 April 15, 2003.

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 a period of five (5) years 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.

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 which 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 subagreements.

## 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 PROCEDURE

#### PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1D Third Party Contracting Guidelines dated April 15, 1996 and the Santa Cruz Metropolitan Transit District's (SCMTD) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. 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 knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials." (FTA Circular 4220.1D, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this proposal package (RFP) 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 SCMTD.

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 SCMTD 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 SCMTD's final administrative remedy.

In the event the protestor is not satisfied with the SCMTD'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 SCMTD issues a final decision.

Should the SCMTD 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 SCMTD 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 SCMTD 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 Proposer is responsible for adhering to the SCMTD's protest procedures.

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

Federal Transit Administration  
Regional Administrator Region IX  
211 Main Street, Suite 1160  
San Francisco, CA 94105

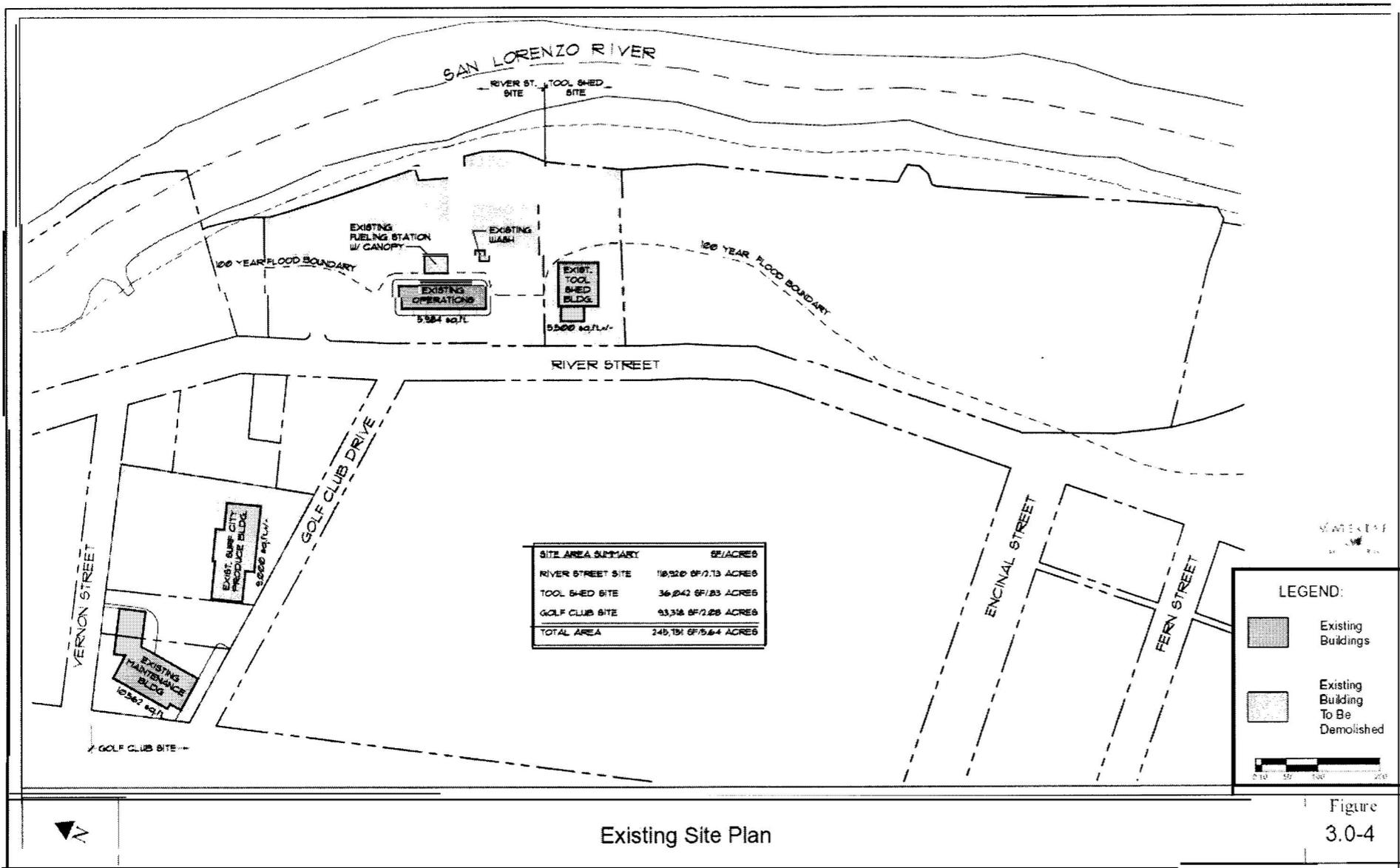


Figure 1



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ADDENDUM NO. 1**

**REQUEST FOR PROPOSALS (RFP) NO. 02-17**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE**

**May 20, 2003**

Receipt of this Addendum No. 1 shall be acknowledged in the RFP. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

1. Attachment No. 1 to this addendum No. 1 is a transcript of the pre-proposal meeting that was held on Tuesday, May 13, 2003.
2. After the pre-proposal meeting, participants were invited to view the proposed sites and the answers to questions posed are provided in Attachment No. 2.
3. Attachment No. 3 to this addendum No. 1 is a list of all firms attending the pre-proposal meeting.
4. Attachment No. 4 to this addendum No. 1 is the list of all firms that currently retain a copy of this RFP.
5. **Correction** of error regarding the time listed for the proposal due date (Page III-7, Item B. Proposal Submittal):

Proposals and eight copies must be received no later than **5:00** p.m. on June 6, 2003 at the Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060.

6. At the pre-proposal meeting, a question was raised regarding the District's Disadvantaged Business Enterprise (DBE) participation goal of 13% for this project (Page III-5, Item A. 3.). There is a website to help locate certified DBE firms at the State of California Caltrans Civil Rights Division. The address for this web site is:

<http://troe.dot.ca.gov/civilrights/dbe.htm>

Lloyd Longnecker  
District Buyer

## ATTACHMENT NO. 1

### **Transcript of Pre-proposal meeting for District RFP No. 02-17, Architectural and Engineering Services for MetroBase**

LLOYD LONGNECKER:

My name is Lloyd Longnecker. I'm the District Buyer, this is Les White, our General Manger; Mark Dorfman, our Assistant General Manager; and Tom Stickel, Manger of Fleet Maintenance.

Basically, we're going to give you a rundown of what the project is all about today, and ask for any questions that you may have. This meeting is being recorded and we're going to transcribe this meeting and send it out as part of the first addendum that will go out so that everybody has a chance to find out what questions were asked and the answers provided.

LES WHITE:

The pre-proposal meeting that we are having today relates to the request for proposals for architectural and engineering services for what has become known as Phase I of the Santa Cruz METRO Operating Facility Project, or MetroBase Project. Phase I will encompass the utilization of our existing site on Golf Club Drive and expanding that with adjacent right-of-way with a site currently owned by Surf City Produce for the purposes of constructing a maintenance facility to do both heavy and light maintenance. A part of this will also be consideration of reuse of the existing facility there and designing of this facility in a manner that will allow for future expansion as the size of the fleet grows. With that will also be clustered next to it on River Street an expansion of the existing operations facility by acquiring the property currently owned by the Tool Shed that is adjacent to the River Street property. We will be reconfiguring this site to include on-site fueling. There is currently no onsite fueling at the River Street location. This project will include the construction of an LCNG facility to convert liquefied natural gas to compressed natural gas. This will be used to fuel the fleet as it is converted to operate on compressed natural gas. Also, fleet parking, employee parking, and an expansion and redevelopment of the building that's in place on that site into a multistory facility. It is currently a single story facility. Both that site and the Golf Club Drive site we would like to look at in the context that they provide a capacity to support the maintenance and operations functions for a fleet of approximately 98 buses. That the fleet will expand in future years, there will be a Phase II that we'll add on down the road and we're not quite sure when that will happen, but we would like the design of this facility to be done with keeping in mind that there will be subsequent expansion phases sometime in the future so that those are compatible. It is important that this first phase of the project be done in such a way as to add capacity by adding some adjacent parcels. These include a joint use opportunity with the Salz Tannery and some parcels between the Golf Club and River Street location. It may also be a site that's adjacent to Vernon Street. There are a number of parcels that are involved in the Phase II study that is being presented to the Board of Directors in June. The Phase II study will be made available for those who may wish to take a look at the sites that are evaluated and under consideration as a part of an alternate Phase II. Phase II is quite a ways down the road, so what we're looking at is an ability to fast

tract this project with a primary defining timeline being the ability to support a compressed natural gas fleet of buses beginning in 2005.

MARK DORFMAN:

What we will attempt to do today is answer any questions you have. As Lloyd said, anything we cannot answer quickly, we will address in an addendum that will be sent out with the minutes of this meeting. So with that, we can open it up for questions. Identify yourself also.

SUSAN PERLMUTTER:

I'm Susan Perlmutter with Michael Willis Architects and I've got a couple of questions. We took a look at the EIR and I'm wondering if the existing maintenance facilities will be renovated under this contract?

LES WHITE:

The existing facility at Golf Club Drive needs to be evaluated for its reuse capacity. If it is reusable, our preference would be to reuse it. If it's not reusable, then we need to know that and then look at how that would be dealt with as far as bringing out the capacity if we need to replace the five bays that are included in that facility. The other maintenance facilities are all used facilities and would not be included in this project.

SUSAN PERLMUTTER:

OK, the evaluation for reuse is included?

LES WHITE:

Right.

SUSAN PERLMUTTER:

And any subsequent renovation determination . . .

LES WHITE:

Will be included.

SUSAN PERLMUTTER:

OK. Also, are you considering a pre-engineered building for the new building, or do you want custom design?

LES WHITE:

Open.

SUSAN PERLMUTTER:

Open for discussion.

LES WHITE:

Right.

SUSAN PERLMUTTER:

OK. The existing building to be expanded vertically, has that been evaluated for structural capacity to take a second floor expansion.

MARK DORFMAN:

It was designed originally to support a second floor.

SUSAN PERLMUTTER:

Great. Thank you. And one more question. Do you intend to keep the facility or the site occupied and operational during construction?

LES WHITE:

Yes.

TOM WHITTAKER:

Tom Whittaker of WaterLeaf. Looking at the schedule for submittal of review, then short list and then interviews... Finish the review schedule on Friday and start interviews the following Monday with three days of interviews. Would we have an opportunity to look of some of the existing facilities?

LES WHITE:

Yes.

TOM WHITTAKER:

Are we going to do that today?

LES WHITE:

We hadn't planned on it today, but we certainly can make them available if you want to view them today. We can schedule a time. I'm certain there's enough people that would want to do that. It's at your convenience.

DAVID ROBISON:

David Robison with Strategic Construction Management. Are you going to issue a separate request for proposals for construction management services?

MARK DORFMAN:

Yes. The architect is not doing construction management.

DAVID ROBISON:

All right, so you're not looking for a joint proposal that would include both construction management and A/E or would that even be considered?

LES WHITE:

No. We will contract for Construction Management separately.

JOE ANGLIM:

Joe Anglim from Robin Chiang and Company. What is the eligibility of the consultants or firms that have participated in the EIR appropriation for a contract?

LES WHITE:

All consulting firms that have worked on the project to date are eligible to participate in the next phases.

UNIDENTIFIED SPEAKER:

When is the RFP due? There are two different times according to the letter and the specification? It's only an hour difference.

LES WHITE:

Five o'clock on June 6. It will be clarified in the addendum.

NOAM MAITLESS:

Noam Matiless with RNL. Will a list of all the attendees be available?

MARK DORFMAN:

Yes. That will come out with the minutes.

PHILLIP HENRY:

Phillip Henry of Phillip Henry Architecture. It talks in here about off-site improvements. Can you clarify any of that? I mean how far does that go?

MARK DORFMAN:

Where is the reference?

PHILLIP HENRY:

I'm looking on Section III, page 3. It includes site and off-site improvements, next to the last paragraph.

MARK DORFMAN:

We will clarify that. I believe that was when we were talking about a CNG pipeline going in. And that may not be necessary if we are going the LCNG route. So we will clarify that. **(Clarification – off-site improvements may include any mitigations that might be undertaken that are not included on the property controlled by the District.)**

UNIDENTIFIED SPEAKER:

You talked about a study being done. Is it available for us to look at?

MARK DORFMAN:

That is going to the Board in, when do we have that scheduled?

TOM STICKEL:

It's going to the Board in the first week of June.

MARK DORFMAN:

We'll get a map showing the properties being considered and include that in the addendum when we send that out.

**This report may be viewed at the following web site address:**

<http://www.scmttd.com/bids/report.pdf>

MYLES STEVENS:

Myles Stevens, Stevens and Associates. What is the construction cost estimate of the Phase I project?

LES WHITE:

There isn't one.

MYLES STEVENS:

Do you have a guesstimate?

LES WHITE:

We have a budget that it needs to be somewhere in the neighborhood of 20 million dollars, but we have some flexibility with that. Obviously, if it comes in higher, then we'll have to deal with it. But the scope is in the 20 million to 21 million dollar range that we're planning at now.

MARK DORFMAN:

It's definitely a phased construction process. There are certain critical elements that have to occur, i.e., the fueling facility, the maintenance facility, those things have to get done on a critical path. They would be the first priority pieces.

MYLES STEVENS:

And what's the budget for the entire total build-out in the next ten years or whenever the timeframe is?

LES WHITE:

There's not a formal budget set because we're still out competing for dollars for the funding of it. My guess is of the theory the preliminary idea that by the time we get the total bill, it's going to be between 40 and 45 million dollars to do everything because the administrative functions that are housed here, the facilities maintenance functions that are housed here are not included in this. We have a fleet of 123 buses right now. We're building for 98, so we know that we're going to have to add capacity in the future. The second phase of the project may begin planning while we are in construction on Phase I depending on how we are able to collect money and what other considerations occur. But we're definitely looking to get something substantially more than we have now. It's just what we're able to do at this time.

MYLES STEVENS:

Are there any HAZ MAT issues?

MARK DORFMAN:  
On the existing sites?

MYLES STEVENS:  
Well, starting with the existing sites and then sites that you're looking at in your master plan.

MARK DORFMAN:  
We have not done the environmental assessment on the sites to be purchased at this point.

LES WHITE:  
We're not aware of any HAZ MAT conditions on the existing sites for Phase I.

GLEN IFLAND:  
Glen Ifland, Ifland Engineers. On page 3, reference to site surveying and so fourth, have you had any boundary topographic preliminary mapping at all, any of it?

MARK DORFMAN:  
Probably of our existing sites, we have some maps.

GLEN IFLAND:  
I know you do. Ok.

LES WHITE:  
If there is interest, Tom Stickel can provide a tour of the two sites. So if you do want to see them, check with Tom at the close of the meeting.

UNIDENTIFIED SPEAKER:  
When you send out the Phase II property descriptions, are there some basic assumptions that are used for identifying those properties that also accompany that; what the goals are that are being used to identify the candidates by in terms of . . .to see if there's, you know, targets of the size of the number of parcels?

LES WHITE:  
Right.

UNIDENTIFIED SPEAKER:  
How soon do you anticipate getting the agenda met?

MARK DORFMAN:  
Schedule is; the deadline for written questions if anybody has any further would be May 20<sup>th</sup>, and our response is May 27<sup>th</sup>.

UNIDENTIFIED SPEAKER:  
Are there any urban planning or city planning concerns?

MARK DORFMAN:

For this project, the District has the ability to self-permit. We will follow all applicable codes, but the District does not require permits from the City of Santa Cruz to do this project.

UNIDENTIFIED SPEAKER:

Is there a city planning document that surrounds this project?

MARK DORFMAN:

We wouldn't be subject to them for this project.

UNIDENTIFIED SPEAKER:

Does it conform to the City's General Plan?

LES WHITE:

Yes it does. It is for industrial use, so it conforms to the City's General Plan. Even if it didn't, it wouldn't matter, but it does.

UNIDENTIFIED SPEAKER:

The RFP states that there's a goal for 13% DBE participation. Are there any specific requirements to qualify as a DBE firm?

MARK DORFMAN:

They would have to conform to the Federal Transit Administration guidelines.

LLOYD LONGNECKER:

You can go to the Cal Trans Civil Rights web site. I can get that address for you. There's a new State DBE certification process that all government agencies follow. On the web site there is a list of certified DBE firms you can research.

**The web site address is:**

<http://troe.dot.ca.gov/civilrights/dbe.htm>

UNIDENTIFIED SPEAKER:

Is there Federal or State funding for this project?

LES WHITE:

Both, Federal Transit Administration and then State funds, and local.

UNIDENTIFIED SPEAKER:

If there are State funds required, is there a DBE requirement as well then for State funds?

MARK DORFMAN:

The State administers, I believe, for both. We use the State certification process under the Federal program, so I would guess that what they have on the state website will comply with both programs.

UNIDENTIFIED SPEAKER:

Do you have any thoughts whatsoever what the interviews will be like, the format of them?

LES WHITE:

That's a little far ahead, but there's not much time . . .

UNIDENTIFIED SPEAKER:

Would it be a presentation?

LES WHITE:

It would be a presentation and time allowed for questions. I would guess no more than an hour and a half total per interview; forty-five minute presentation, forty-five minutes for questions.

UNIDENTIFIED SPEAKER:

Do you have a guideline for how long your short list will be?

MARK DORFMAN:

Not right now. It's going to depend on the volume of responses that we get. We don't want to be interviewing for two (2) weeks.

UNIDENTIFIED SPEAKER:

You had said that the addendum would be out later this month. Is that the first opportunity to see the list of attendants, or is that to be distributed?

MARK DORFMAN:

No, that would be when it comes out. If we get it out faster, then, there's not a large number of questions, we would get those out quicker than that. It's our goal to keep a very aggressive timeline here and we intend to try and do that, but that's our worst case scenario in terms of getting it out.

MARK MESITI-MILLER:

Mark Mesiti-Miller, Mesiti-Miller Engineering. I was just wondering if you have any thoughts on the selection committee, what the composition of that selection committee might be like. Will it include council members, transit members, public at large, you know?

MARK DORFMAN:

That hasn't been worked out, and there have been some different legal opinions that have come up recently, so that's in a state of flux in terms of how we're going to accomplish the interviews. We will inform the firms when we develop the short list of the process that will be utilized.

UNIDENTIFIED SPEAKER:

Will you retain the major maintenance facility at least through the construction's first phase?

LES WHITE:

Yes. That's our intention. I mean there can always be unforeseen circumstances. It is a leased facility. The owner obviously has, there's some latitude as to what they do, but our intention is to maintain that facility until the new maintenance facility is ready to occupy.

UNIDENTIFIED SPEAKER:

And the maintenance of parts office . . .

LES WHITE:

Yes.

MARK DORFMAN:

Anybody else? Ok, then any people interested in going to view the facilities, please see Mr. Stickel here, and he will direct you to them.

## ATTACHMENT NO. 2

### Transcript of answers to questions asked during the tour of the two sites. District RFP No. 02-17 Architectural and Engineering Services for MetroBase

1. When was the Operations building built?  
**1979**
2. What type of construction...2n, 3n ...?  
**Unknown**
3. Are original documents for the building available?  
**1978 Bid documents/blueprints, and 1991 Bioremediation documents, 2002 CNG facility**
4. What type of framing?  
**Wood frame with prefab wood roof truss, and reinforced concrete block wall**
5. What functions will go on the second story?  
**The functions that will go on the upper floor(s) of the Operations Building will be determined from the needs and building analysis that is done as part of the A/E process.**
6. Were the utilities installed with a second story in the plans?  
**No**
7. Would the construction be to current code, ie, ADA, earthquake, elevator, etc.?  
**Portions of lube area were remodeled after 1991. The CNG facility was installed in 2002. The remainder of the facility was built in 1979. All construction was done to code applicable at the time it was performed. The MetroBase project must meet all current codes in effect, i.e. ADA, EQ, SWPPP, Haz Mat.**
8. Are electronic files available for the OPS and Golf sites?  
**No**
9. What is the analysis of the Golf Club facility to consist of?...equipment, operation, structure?  
**The existing Golf Club facility will need to be analyzed to determine if it can be reused as part of the MetroBase Project.**

**ATTACHMENT NO. 3**

**Attendance List For The Pre-Proposal  
Meeting on May 13, 2003  
District RFP No. 02-17  
Architect & Engineering Services for  
Metrobase**

**CH2M Hill  
Andy Freitas  
2625 So. Plaza Drive  
Tempe AZ 85282  
480 377 6217**

**Stevens & Associates Architects  
Myles Stevens  
855 Sansome Street  
San Francisco CA 94111  
415 397 6500**

**Bowman & Williams  
Tom Mason and Robert Henry  
1011 Cedar Street  
Santa Cruz CA 95060  
831 426 3560**

**Axiom Engineers  
Jeff Meade  
4605 W. Walnut Street  
Soquel CA 95073  
831 464 4320**

**Waterleaf Architectural  
Tom Whitaker and Van Styner  
621 S.W. Morrison St. Ste 125  
Portland, OR. 97205  
503 228 7571**

**Joni L. Janecki & Associates  
Joni L. Janecki  
303 Potrero Street, Suite 16  
Santa Cruz CA 95060  
831 423 6040**

**Strategic Construction Management  
David L. Robison  
350 Coral Street, Ste E  
Santa Cruz CA 95060  
831 466 2777**

**Nolte Associates, Inc.  
David Heinrichsen  
1731 North First Street, Suite A  
San Jose CA 95112-4510  
408 392 7214**

**GEZ Architects Engineers  
Russ Meyer & Crant Canfield  
120 Montgomery St Ste 300  
San Francisco, CA 94104  
415 394 6000 ext 275**

**RNL Design  
Noam Maitless  
800 Wilshire Blvd, Ste 400  
Los Angeles CA 90017  
213 955 9775**

**Harris & Associates  
Ron Price  
99 Pacific St., Ste 200K  
Monterey, CA 93940  
831 375 4500**

**SBA Architects  
S. Kumaresh  
3080 Olcott Street Ste. 110D  
Santa Clara CA 95054  
408 492 9262**

**T. Mitchell Engineers and Associates  
Tom Mitchell  
5737 Thornhill Drive, Suite 207  
Oakland CA 94611  
510 338 0520**

**BMR Construction Management  
Kent Munroe  
P O Box 222454  
Carmel CA 93922  
831 625 1300**

**Michael Willis Architects  
Susan Perlmutter  
246 First Street, Ste 200  
San Francisco CA 94105  
415 954 2750**

**Phillip Henry, Architect  
1306 Fourth Street  
Berkeley CA 94710  
510 526 7904**

**Robert D. Corbett, Architect  
54C Penny Lane  
Watsonville CA 95076  
831 728 2943**

**Ifland Engineers Inc  
Glen Ifland  
1100 Water St Ste 2  
Santa Cruz, CA. 95062  
831 426 5313**

**Central Pacific Engineering  
David Smith  
9035 Soquel Ave #105  
Santa Cruz CA 95062  
831 476 1525**

**Raymundo Engineering  
Jim Dong  
488 N. Wiget Lane  
Walnut Creek, CA 94598  
975 988 8678**

**Mesiti-Miller Engineering  
Mark Mesiti-Miller  
224 Walnut Ave, Ste B  
Santa Cruz, CA 95060  
831 425 3186**

**Biggs Cardosa Assoc. Inc.  
Mahvash M. Harms  
1871 The Alameda Ste. 200  
San Jose, CA 95126  
408 296 5515**

**Parsons Brinckerhoff  
Tushar Advani  
303 2nd St. # 700N  
San Francisco, CA 94107  
415 243 4756**

**Kent A. Munro  
Bay Area Estimating  
1000 Ames Avenue, Suite A90  
Milpitas, CA 95035  
Ph (408) 946-3046**

**Robin Chiang & Co  
Joe Anglim  
381 Tehama  
San Francisco CA 94103  
415 995 9870**

**ATTACHMENT NO. 4**

**Bid list for Metro Base  
Design Project**

IBI Group  
230 Richmond Street West  
Toronto, Ontario, Canada M5V 1V6

Haro, Kasunich Assoc  
116 E. Lake Ave.  
Watsonville, CA 95076

John Valle, NCARB, AIA  
25181 Rivendell Dr.  
Lake Forest, CA 92630

Critical Solutions  
171 Mayhew Way #207  
Pleasant Hill, CA 94523

Denise Duffy & Assoc.  
947 Cass St. #5  
Monterey, CA 93940

Waterleaf Architectural  
Attn: Tom Whitaker  
621 S.W. Morrison St. Ste 125  
Portland, OR. 97205

Fleet Maintenance Consultants  
603 Woodcastle Bnd  
Houston, TX 77094

STV Inc.  
100 Spear Street, Suite 505  
San Francisco, CA 94105

Mesiti-Miller  
224 Walnut Ave  
Santa Cruz, CA 95060

Parsons Brinckerhoff  
Attn Robert Howell  
303 2<sup>nd</sup> St. # 700N  
San Francisco, CA 94107

Earthquake and Structural Inc.  
Attn: Mike DeGuzman  
6355 Telegraph Ave. #101  
Oakland, CA. 94069

Wildman and Morris  
Attn: Chere Burdette  
120 Howard St. #500  
San Francisco, CA. 94105-1620

Mark Primack  
521 Swift St  
Santa Cruz, CA. 95060

Ifland Engineers Inc  
Attn: Glen Ifland  
1100 Water St Ste 2  
Santa Cruz, CA. 95062

GeoLabs Inc.  
Attn: Francis Chan  
1440 Broadway, # 804  
Oakland, CA. 94612

G W Davis Inc  
2600 E Lake Ave  
Watsonville, CA. 95076

~~Paul Kohler, Structural Engineer  
7170 E. MacDonald Dr.  
Scottsdale, AZ. 85253~~

**Returned-unable to Forward**

Devcon Construction  
Attn: Gary Fillizeti  
690 Gilbralter Drive  
Milpitas, CA. 95035

Terratech Inc  
Attn: Mary Bannister  
12 Thomas Owens Way  
Monterey, CA. 93940

Jennings-Ackerley  
Attn: Charles Ackerly  
88 1<sup>st</sup> Street, 3<sup>rd</sup> floor  
San Francisco, Ca. 94105

**Not Interested in this Project**

Group 4 Architecture  
Attn: Bonnie Thomas  
301 Linden Ave.  
South San Francisco, CA. 94080

GeoMatrix  
Attn: Lief Kaiper  
2101 Webster St. 12<sup>th</sup> Floor  
Oakland, CA. 94612

~~Pacific 17  
Attn: Frank Bavand  
50 Airport Pkwy  
San Jose, CA 95110~~

**Not Interested in this Project**

**RFP Returned No Longer in Business**

Interior Architecture  
Attn: Charles Almack  
1370 India Street  
San Diego, CA 92101

Ninyo and Moore  
Attn: Eric Swenson  
675 Hagenberger Rd. #220  
Oakland, CA. 94621

HMH Inc.  
Attn: Bill Wagner  
P.O. Box 611510  
San Jose, CA. 95161-1510

URS  
Attn: John Kessler  
100 California Street #500  
San Francisco, CA 94111

Bunton Clifford & Assoc.  
Attn: Cynthia Fujiwara  
4615 Enterprise Common  
Fremont, CA 94538

Thacher and Thompson  
200 Washington Ave #201  
Santa Cruz, Ca. 95060

Gregory Cole  
1118 E Cliff Drive  
Santa Cruz, CA. 95062-3720

Robert Goldspink  
8042 Soquel Dr.  
Aptos, CA. 95003

Steve Elmore  
780 Volz Ln.  
Santa Cruz, CA. 95062

Wendel Duchscherer  
Attn David C. Duchscherer  
70 West Chippewa, Suite 400  
Buffalo NY 14202

A/E Consultants Information Network  
Attn: April Hawkins  
P O Box 417816  
Sacramento CA 95841

Don Todd Associates, Inc.  
Attn: Judith Saylor  
1255 Post Street  
San Francisco, CA 94109

Heller Manus Architects  
Attn: Sherri Corker  
221 Main Street Ste. 940  
San Francisco, CA 94109

Biggs Cardosa Assoc. Inc.  
Mahvash M. Harms  
1871 The Alameda Ste. 200  
San Jose, CA 95126

Faye Bernstein & Assoc. Inc.  
50 California Street  
San Francisco CA 94111

Imbsen & Assoc. Inc.  
Attn: Lee Dumas, P.E.  
9912 Business Park Drive. #130  
Sacramento, CA 95827

LDA Arch.  
Attn: Thomas Lee  
1108 A Bryant Street  
San Francisco, CA 94103-4305

Entranco  
1730 Franklin St Ste 211  
Oakland, CA 94612

Del Campo & Maru  
Attn: Ben Basin  
45 Lansing Street  
San Francisco, CA 94105

MWM Architects  
Attn: Michael Cadrecha  
2333 Harrison St.  
Oakland, CA 94612

VZM/TranSystems  
Attn: Christine Mankewich  
180 Grand Ave. Ste. 400  
Oakland, CA 94612-3741

Gannett Fleming  
Attn: Stephen R. Lee, P.E.  
5 3rd St Ste 320  
San Francisco, CA 94103

MFT Consulting Engineers Inc.  
Attn: Anna Balatsos  
120 Howard St # 420  
San Francisco, CA 94105

Noll & Tam  
Attn: Kristin Cortright  
729 Heinz Ave.  
Berkeley, CA 94710

Don Dommer Associates  
Attn: Faye Brehm  
1144 65<sup>th</sup> St. Ste. G  
Oakland, CA 94608

Sampson Engineering, Inc.  
Attn: Michael J. Sampson, P.E.  
6 Hangar Way, Ste. C  
Watsonville, CA 95076-2456

Korve Engineering  
1570 The Alameda Ste 222  
San Jose, CA 95126

SBA Architects  
Attn: Gregory Montgomery  
3080 Olcott Street Ste. 110d  
Santa Clara CA 95054

Consolidated CM Inc.  
Attn: John Espisito  
180 Grand Ave.  
Oakland, CA 94612

SOHA Engineers  
Attn: Michael Sitver  
550 Kearny Street, Ste. 200  
San Francisco, CA 94108

Sverdrup Construction  
Attn: Darlene Gee  
1340 Treat Blvd # 208  
Walnut Creek, CA 94596

The Beals Group  
C/o Jenna Kuhl  
2455 The Alameda, Ste 200  
Santa Clara CA 95050

James Transportation Group  
1120 Iron Point Road Ste 110  
Folsom CA 95630

Strategic Construction Management  
350 Coral Street, Ste E  
Santa Cruz CA 95060

Anil Verma Associates, Inc.  
444 S Flower Street, Ste 1688  
Los Angeles CA 90071

Hatch Mott MacDonald, Inc.  
3825 Hopyard Road Ste 240  
Pleasanton CA 94588

The Zahn Group, Inc.  
Attn: Phillip Bender  
625 Market Street #1400  
San Francisco, CA 94105-3302

VBN Architects  
Attn Lisa Warner  
560 14<sup>th</sup> Street  
Oakland CA 94612

Post, Buckley, Schuh & Jernigan, Inc.  
2001 NW 107<sup>th</sup> Ave  
Miami FL 33172

Harza Engineering  
Attn: Paul Slavich  
425 Roland Way  
Oakland, CA 94621

Maintenance Design Group, LLC  
Attn: Karen Peterson  
216 16th Street, Suite 1600  
Denver CO 80202

Richard Chong & Associates  
714 W Olympic Blvd, Ste 732  
Los Angeles CA 90015

RNL Design  
Patrick M. McKelvey  
800 Wilshire Blvd, Ste 400  
Los Angeles CA 90017

Bechtel Infrastructure Corporation  
8180 Greenboro Drive, Ste 900  
McLean VA 22102-3823

LSA Design, Inc.  
250 3<sup>rd</sup> Ave N, Ste 600  
Minneapolis MN 55401

Bogard Construction  
Attn: David Robison  
350 A Coral Street  
Santa Cruz, CA 95060

MBT Architects  
Attn: David Lindelmulder  
185 Berry Street Ste. 5700  
San Francisco, CA 94107

GEZ Architects Engineers  
Attn: Michael Haugh  
120 Montgomery St Ste 300  
San Francisco, CA 94104

Marilyn Crenshaw  
806 N. Branciforte  
Santa Cruz, CA. 95062

Royston Hanamoto Alley & Abey  
225 Miller Ave  
Mill Valley CA 94941

Umerani Associates  
509 San Felicia Way  
Los Altos CA 94022-1755

Urbitran Services  
1440 Broadway Ste 500  
Oakland CA 94612

Burns Engineering, Inc.  
11 Penn Center, Ste 300  
Philadelphia PA 19103

Michael Baker Jr., Inc.  
Airport Office Park, Bldg 3  
420 Rouser Road  
Coraopolis PA 15108

PGH Wong Engineering, Inc.  
256 Laguna Honda Blvd.  
San Francisco CA 94116

DMJM+HARRIS  
1330 Broadway, Ste 1001  
Oakland CA 94612

Nolte Associates, Inc.  
1731 North First Street, Suite A  
San Jose CA 95112-4510

Michael Willis Architects  
471 Ninth Street  
Oakland CA 94607

Carter and Burgess  
Architects & Engineers  
3101 North 1<sup>st</sup> Street #107  
San Jose CA 95134-1934

Savage Cyber Search  
9335 Columbine Ave  
California CA 93505

Mitchell Engineers and Associates  
5737 Thornhill Drive, Suite 207  
Oakland CA 94611

John T. Warren & Associates, Inc.  
1404 Franklin Street, 4th Floor  
Oakland CA 94612

Humber Design Group  
1164 Monroe Street, Suite 9  
Salinas CA 93906

Robin Chiang & Company  
381 Tehama Street  
San Francisco CA 94103

RMW Architecture & Interiors  
160 Pine Street  
San Francisco, CA 94111

Bowman & Williams  
Attn Robert Henry  
1011 Cedar Street  
Santa Cruz CA 95060

Robert D. Corbett, Architect  
54C Penny Lane  
Watsonville CA 95076

CH2M Hill  
Joe Biedenbach  
9193 South Jamaica Street  
Englewood, CO 80112

Phillip Henry, Architect  
1306 Fourth Street  
Berkeley CA 94710

Harris & Associates  
Attn: Jan Jensen  
99 Pacific St., Ste 200K  
Monterey, CA 93940

Victoria Scolini  
DKS Associates  
1956 Webster Street, Suite 300  
Oakland, CA 94612-2925

Stan Feinsod  
SYSTRA Consulting, Inc.  
760 Market Street, Suite 320  
San Francisco, CA 94102

Kent A. Munro  
Bay Area Estimating  
1000 Ames Avenue, Suite A90  
Milpitas, CA 95035

Central Pacific Engineering  
David Smith  
9035 Soquel Ave #105  
Santa Cruz CA 95062

John T. Warren & Associates  
1404 Franklin Street, 4th Floor  
Oakland, CA 94612

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ADDENDUM NO. 2**

**REQUEST FOR PROPOSALS (RFP) NO. 02-17**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE**

**May 21, 2003**

Receipt of this Addendum No. 2 shall be acknowledged in the RFP. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

The following questions were received prior to the May 20<sup>th</sup> deadline for receipt of written questions and requests for addenda:

1. Question from Dale R. Mitcheltree of ATI Architects and Engineers:  
In the Scope of Work, programming was required as part of the proposal requirements for this project. Is the proposed amount of building size, square footage known?

**ANSWER: No**

2. Question from Dale R. Mitcheltree of ATI Architects and Engineers:  
Regarding the new building, what is the preliminary size?

**ANSWER: Programming to determine size is part of the specifications**

3. Question from Dale R. Mitcheltree of ATI Architects and Engineers:  
Regarding the existing administration area, (the Operations Building) there is mention of a second additional floor over the existing floor. What is the square footage of that space?

**ANSWER: The existing Operations Building is 5,800 square feet. The size of the second floor will depend on the programming that is done as part of the project.**

4. Question from Wendy Miller of WaterLeaf Architecture:  
Regarding the requirement for 254 forms, do you require 254 forms from the sub consultants?

**ANSWER: No**

5. Question from Wendy Miller of WaterLeaf Architecture:  
Is the Buy America form included in the proposal? If yes, does it count as part of the 50 pages?

**ANSWER: No, the Buy America form is not applicable for this RFP.**

6. Question from Wendy Miller of WaterLeaf Architecture:  
What is not included in the 50-page limit (front/back cover, cover letter, divider tabs)?

**ANSWER: The 50 Page limit relates to the actual pages from the Proposer, tabs and/or covers do not count towards the limit.**

7. Question from Wendy Miller of WaterLeaf Architecture:  
In what section do the Contractor DBE Information pages go? Will it be counted as part of the 50 pages?

**ANSWER: The Contractor DBE Information pages should be included with the General Information page (Part II) and will not be included in the 50 pages.**

8. Question from Wendy Miller of WaterLeaf Architecture:  
Can letters of reference be excluded from the 50-page limit?

**ANSWER: Yes**

9. Question from Wendy Miller of WaterLeaf Architecture:  
Does an 11 x 17 fold out sheet count as one page?

**ANSWER: Yes**

10. Question from Wendy Miller of WaterLeaf Architecture:  
Is item 11. Other Information (optional) the same as the appendix? Will this section count in the 50 pages?

**ANSWER: Yes Other Information is the same as the appendix. This section will not count towards the 50-page limit.**

Lloyd Longnecker  
District Buyer

**EXHIBIT -B-**



**Response to  
The  
Santa Cruz Metropolitan Transit  
District  
to Provide A /E Services for  
MetroBase**

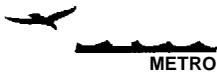
**June 6, 2003**



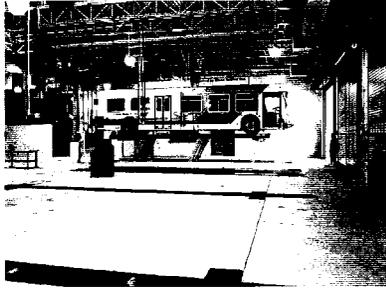
RNL Design  
800 Wilshire Blvd., Suite 400  
Los Angeles, CA 90017  
P: 213.955.9775  
F: 213.955.9885

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## table of contents



Cover Letter	
Section 1:	General Information Form
Section 2:	Federal Standard Form 254
Section 3:	DBE Certifications
Section 4:	General Qualifications <ul style="list-style-type: none"><li>a. Introduction</li><li>b. Sub Consultant Services</li><li>Core Team Matrix</li><li>c. Current Permanent Staff Size</li></ul>
Section 5:	Project Qualifications <ul style="list-style-type: none"><li>a. -i. RNL Experience Summary</li><li>J. Record of Professional Liability</li></ul>
Section 6:	Project Understanding
Section 7:	Technical Approach
Section 8:	Project Staffing <ul style="list-style-type: none"><li>a. Organization Chart</li><li>b. Key Personnel<ul style="list-style-type: none"><li>1. Individual Qualifications &amp; Responsibilities</li><li>2. Percentage of Work Matrix</li></ul></li></ul>
Section 9:	Time of Commencement and Completion of Project Project Schedule
Section 10:	Cost for Services (Separate Envelope)
Appendix:	Resumes





4 Professional Corporation  
www.RNLdesign.com

Los Angeles  
800 Wilshire Boulevard  
Suite 400  
Los Angeles CA 90017  
P 711 955 9775  
F 213 955 9885

Orange County  
200 Baker Street  
Suite 201  
Costa Mesa CA 92626  
P 714 641 0191  
F 714 641 9784

Denver  
1515 Arapahoe Street  
Tower 3 Suite 100  
Denver CO 80202  
P 303 295 1717  
F 303 292 0H45

Phoenix  
4450 North 12th Street  
Suite 260  
Phoenix AZ 85014  
P 602 212 1044  
F 602 212 0964

June 6, 2003

Mr. Lloyd Longnecker  
District Buyer  
**Santa Cruz Metropolitan Transit District**  
District Purchasing Office  
120 DuBois Street  
Santa Cruz, CA 95060

**Re: Request for Proposals to Provide Architectural & Engineering Services for MetroBase**

Dear Lloyd:

Enclosed is the proposal for complete architectural and engineering services from RNL Design and our consultant team. Only once in every 50 years does a Transit District have the opportunity to develop a new operations and maintenance facility to serve its constituents. a facility that provides an operational base from which to service the district's vehicles and buses, and from which to launch service each day. At RNL, we understand the issues and constraints that surround this type of facility and the challenges of schedule, budget and image that a Transit District will face developing this type of project. We also intimately understand the difficulty that SCMTD has had over the past several years to get this facility planned and built. The benefits that the Santa Cruz Metropolitan Transit District will gain from the RNL Team is a group of professionals that thoroughly understand the project type and the issues, bring a creative problem solving approach, and have the desire and passion for delivering a high quality and successful project with the District.

RNL is a full-service architecture and planning firm with extensive experience in the programming, planning and design of operations and maintenance facilities for public agencies. In the past several years, we have programmed, planned and designed similar operations and maintenance facilities for the City of Chula Vista, City of Norwalk, City of Montebello, City of Santa Monica, Foothill Transit, Long Beach Transit and the Antelope Valley Transit Authority. These recent projects are examples of RNL Design's strength and experience in designing operations and maintenance facilities, our ability to work with various local government agencies, our knowledge of local codes and regulations throughout California, including the State and Federal requirements, and our ability to develop design solutions that can be implemented in a phased manner for work around of existing operations..

RNL has a strong alliance with consultants experienced in designing and constructing maintenance and operations facilities. Maintenance Design Group (MDG) and Carter & Burgess are consultants with whom RNL has worked together on more than 40 projects in the past several years. RNL Design, MDG, Carter & Burgess and our consultants form a team of consultants specifically structured to give the SCMTD quality design services geared specifically toward operations and maintenance facilities. RNL has a long track record working with all of these consultants on similar projects and has the commitment that design services will be performed from their local offices to meet your schedule and budget requirements.

The following is a list of the complete RNL team:

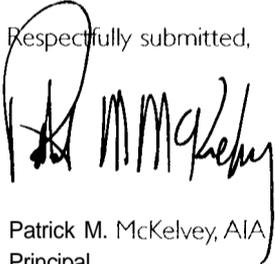
RNL Design	Architecture / Interior Design
Maintenance Design Group	Maintenance Equipment / Process Piping
Carter & Burgess	Mechanical, Electrical and Plumbing Engineering Fire Protection
Mesiti – Miller Engineering	Civil/Structural Engineering/Surveying
Joni L. Janecki & Associates	Landscape Architecture
Fuel Solutions	LCNG Fuel System Consultant
Haro Kasunich	Geotechnical
TEECOM	Telecommunications/Security Systems
Yuang Tai, Inc.	Cost Estimating

Since 1988, when the Los Angeles office was established, the staff has grown to more than 20 employees capable of completing all design work in-house in our Los Angeles office. All services will be performed in the local offices of the Team. In addition, RNL Design, a California Corporation, is also a stable and growing firm with a sound financial status. The key personnel proposed for the SCMTD MetroBase project are committed to the project and will provide the necessary resources throughout the project duration.

RNL's Project Principal will be Patrick M. McKelvey, AIA, license number C2 16 17, and Project Manager will be Charles (Chuck) Boxwell. Both individuals will be accessible to the District for all matters related to this project and points of contact throughout the project schedule.

We have reviewed the Request for Proposal and acknowledge receipt of Addendum 1 and Addendum 2. We believe we have addressed each item in the following pages of our submittal. This proposal will be valid for 90 days. We are extremely interested in working with you and look forward to hearing from you. If you have any questions regarding the enclosed proposal, please contact Patrick M. McKelvey at 213.955.9775. Mr. McKelvey is authorized to negotiate the contract on behalf of RNL Design.

Respectfully submitted,



Patrick M. McKelvey, AIA  
Principal  
(213)955-9775  
Email: pat.mckelvey@rnldesign.com

**PART II**

**GENERAL INFORMATION FORM**

(To be completed by the offeror and placed at the front of your proposal)  
ARCHITECTURAL AND ENGINEERING SERVICES

RNL INTERPLAN

June 5, 2003

Legal Name of Firm

Date

800 Wilshire Blvd Suite# 400

Los Angeles, CA 90017

Firm's Address

(2 13) 955-9775

(2 13) 955-9885

Telephone Number

FAX Number

Corporation

Type of Organization (Partnership, Corporation, etc.)

Patrick M. McKelvey, AIA Principal

Name of Principal-in-Charge and Title



Signature of Authorized Principal

Charles E. Boxwell, AIA

Name of Project Manager and Title

Patrick M. McKelvey, Principal

(2 13) 955-9775

Name, Title and Phone Number of Person to Whom Correspondence Should be Directed

800 Wilshire Blvd. Suite #400

Los Angeles, CA 90017

Address Where Correspondence Should Be Sent

Architecture, Interior Design

Area of Responsibility of Prime Contractor

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

Maintenance Design Group, Maint. Equip. Consulting

(303) 820.4837

Carter Burgess, MEP / Fire Engineering

(5 10) 457.0027

Miller-Miller, Civil Structural Engineering		(83 1) 426.3 186
Joni Janecki & Assoc., Landscape Architecture	(WBE)	(83 1) 423.6040
Haro, Kasunich & Assoc., Geotechnical Engineering	(MBE)	(83 1) 722.4175
Denise Duffy & Assoc., Environmental	(DBE)	(83 1) 373.4341
Tecom Design Group, Telecommunication /Security Sys	(DBE)	(510) 337.2800
Yuang Tai, Inc., Cost Estimating	(MBE)	(213) 688.1341
Fuel Solutions, Inc., Fueling		(3 10) 207.8548

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.

STANDARD FORM (SF)  <h1 style="margin:0;">254</h1>  Architect-Engineer and Related Services Questionnaire	<b>1. Firm Name/Business Address:</b>  <div style="text-align: center;">         800 Wilshire Blvd., Suite 400        Los Angeles, California 90017     </div> <b>1a. Submittal is for <input checked="" type="checkbox"/> Parent Company <input checked="" type="checkbox"/> Branch or Subsidiary Office</b>	<b>2. Year Present Firm Established:</b> 1987	<b>3. Date Prepared:</b> June 4, 2003																																																		
		<b>4. Specify type of ownership and check below, if applicable. Corporation</b>																																																			
		<input type="checkbox"/> A. Small Business																																																			
		<input type="checkbox"/> B. Small Disadvantage Business																																																			
<input type="checkbox"/> C. Woman-owned Business																																																					
<b>5. Name of Parent Company, if any:</b>  RNL Facilities Corporation	<b>5a. Former Parent Company Name(s), if any, and Year(s) Established:</b> Rogers Nagel Langhart (1966) Rogers Nagel (1961) Langhart, McGuire & Bamgrover, Architects (1957)																																																				
<b>6. Names of not more than Two Principals to Contact: Title / Telephone</b> 1) Patrick M. McKelvey, AIA, Principal                      213.955.9775 2) Katherine Diamond, FAIA, Principal                      213.955.9775																																																					
<b>7. Present Offices: City / State / Telephone / No. Personnel Each Office</b> Los Angeles / California / 213.955.9775 / 20 Orange County / California / 714.641.0191 / 13 Denver / Colorado / 303.295.1717 / 87 Phoenix / Arizona / 602.212.1044 / 10		<b>7a. Total Personnel:</b> 130																																																			
<b>8. Personnel by Discipline: (List each person only once, by primary function.)</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">25    Administrative</td> <td style="width:10%; text-align: center;">2</td> <td style="width:25%;">62    Architects</td> <td style="width:10%; text-align: center;">5</td> <td style="width:30%;">Landscape Architects</td> </tr> <tr> <td>28    Architectural Interns</td> <td style="text-align: center;">23</td> <td>3    Architectural Programmers</td> <td></td> <td></td> </tr> <tr> <td>2    Civil Engineers</td> <td style="text-align: center;">6</td> <td>1    Controls Specialist</td> <td></td> <td></td> </tr> <tr> <td>4    Construction Inspectors</td> <td style="text-align: center;">5</td> <td></td> <td style="text-align: center;"><b>130</b></td> <td style="text-align: center;"><b>Total Personnel</b></td> </tr> <tr> <td>6    Engineering Interns</td> <td style="text-align: center;">4</td> <td></td> <td></td> <td style="text-align: center;"><b>Entire A/E Firm</b></td> </tr> <tr> <td></td> <td></td> <td>23    Electrical Engineers</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>3    Interior Designers</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>6    Mechanical Engineers</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>5    Student Interns</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>4    Urban Designers/Planners</td> <td></td> <td></td> </tr> </table>				25    Administrative	2	62    Architects	5	Landscape Architects	28    Architectural Interns	23	3    Architectural Programmers			2    Civil Engineers	6	1    Controls Specialist			4    Construction Inspectors	5		<b>130</b>	<b>Total Personnel</b>	6    Engineering Interns	4			<b>Entire A/E Firm</b>			23    Electrical Engineers					3    Interior Designers					6    Mechanical Engineers					5    Student Interns					4    Urban Designers/Planners		
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<b>9. Summary of Professional Services Fees Received: 8</b> <table style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2"></th> <th colspan="5" style="text-align: center;">Last 5 Years (most recent year first)</th> </tr> <tr> <th style="text-align: center;">2001</th> <th style="text-align: center;">2000</th> <th style="text-align: center;">1999</th> <th style="text-align: center;">1998</th> <th style="text-align: center;">1997</th> </tr> </thead> <tbody> <tr> <td>Direct Federal contract work, including overseas</td> <td style="text-align: center;">4</td> </tr> <tr> <td>All other domestic work</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">7</td> </tr> <tr> <td>All other foreign work*</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>				Last 5 Years (most recent year first)					2001	2000	1999	1998	1997	Direct Federal contract work, including overseas	4	4	4	4	4	All other domestic work	8	8	8	8	7	All other foreign work*	0	0	0	0	0	<b>Ranges of Professional Services Fees</b>  INDEX 1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to \$500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater																					
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*Firms interested in foreign work, but without such experience, check here:																																																					



### 10. Profile of Firm's Project Experience, Last 5 Years

Project Type Profile Code	Number of Projects	Total Gross Fees (in thousands)	Project Type Profile Code	Number of Projects	Total Gross Fees (in thousands)	Project Type Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 072	483	6,062	12) 049	12	473	23) 113	19	72
2) 048	73	2,185	13) 082	13	383	24) 089	6	61
3) 039	61	2,050	14) 078	18	357	25) 088	4	38
4) 052	108	1,653	15) 057	6	320	26) 046	6	29
5) 084	136	1,607	16) 239	15	302	27) 027	6	13
6) 014	21	1,290	17) 010	3	256	28) 100	1	8
7) 209	26	1,187	18) 035	14	230	29) 008	2	7
8) 058	27	1,160	19) 047	8	188	30) 079	2	2
9) 270	80	1,075	20) 115	14	98	31) 053	1	2
10) 029	43	712	21) 110	9	94	32) 261	1	2
11) 017	73	664	22) 111	2	75		1,293	22,655

### 11. Project Examples, Last 5 Years

Profile Code	"P", "C", "JV", or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
301 302 039	P	1. <b>City of Chula Vista Corporate Yard, Chula Vista, CA:</b> Programming, planning and design for a 127,000 s.f. new corp. yard and transit complex, including administrative offices, maintenance facilities, warehouse, fuel and wash, and household hazardous drop off center	City of Chula Vista Public Works Division 1800 Maxwell Road Chula Vista, CA 91910	\$22,100	2002
301 302 039	P	2. <b>City of Norwalk Transportation and Public Services Facility, Norwalk, CA:</b> \$12 Million, 3.8 Acre facility including operations, shops, administration and maintenance buildings.	City of Norwalk 12737 Civic Center Drive Norwalk, CA 90650	\$12,000	2002
301 302 039	P	3. <b>City of Montebello Corporation Yard, Montebello, CA:</b> Programming, planning and architectural design for an expansion including 20,000 s.f. of buildings and an 83,000 s.f. transit parking deck, 27,000 sf Maintenance Building expansion/remodel	City of Montebello 311 South Greenwood Avenue Montebello, CA 90640	\$9,750	1997
301 302 39	P	4. <b>Santa Monica Municipal Bus Lines Fuel and Wash Facility, Santa Monica, CA:</b> Programming, planning, and design of a fuel and wash facility with LNG and CNG fuel capabilities.	Santa Monica Municipal Bus Lines 1660 Seventh Street Santa Monica, CA 90401-3389	\$11,000	2003
301 302 039	P	5. <b>City of Santa Monica Corporation Yard Master Plan and Facility Design Santa Monica, CA:</b> Master planning for a new corporation yard and design of the multi-phased implementation.	City of Santa Monica 1655 Main Street Santa Monica, CA 90401	\$50,000	2007
301 302 39	P	6. <b>Foothill Transit Irwindale Operations and Maintenance Facility, Irwindale, CA:</b> Programming, planning and design of new bus maintenance facility to include a maintenance building, administration/operations building, and a fuel and wash facility.	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	\$13,000	2002
301 302 039	P	7. <b>Foothill Transit Pomona Operations and Maintenance Facility, Pomona, CA:</b> Full programming, master planning and architectural design services for a 31,000 s.f. Maintenance Building, a 11,250 s.f. Administration/Operations Building, a Fuel Island, and Wash Building	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	\$9,685	1997

301 302 039	P	8. <b>Antelope Valley Transit Authority Operations and Maintenance Facility, Lancaster, CA:</b> Full architectural/engineering services for a 200 bus operations and maintenance facility, including administrative offices and board room.	Antelope Valley Transit Authority 1031 W. Avenue L-12 Lancaster, CA 93534	\$14,500	2003
301 302 39	P	9. <b>City of Glendale, Beeline Transit Maintenance Facility, Glendale, CA</b> Programming, master planning, architecture design of new maintenance facility, fuel and wash facility with CNG fuel capabilities.	City of Glendale 1751-1782 Gardena Ave Glendale, CA 91284	\$6,000	2004
302 039	P	10. <b>Fresno Area Express LCNG Fuel Facility, Fresno, CA</b> : Design of a new LNG/CNG fuel system for the transit agency and City fleets. Project includes code required modifications to the Maintenance Building to accommodate alternatively fueled vehicles	Fresno Area Express 2223 "G" Street Fresno, CA 93706-1600	\$6,000	2004
301 302 039	C	11. <b>City of Fremont Corporation Yard, Fremont, CA:</b> Planning, programming, schematic design, design development, for new city corporation yard, with administration, operations, and maintenance buildings.	City of Fremont Maintenance Services Division 37550 Sequoia Road Fremont, California 94537-5006	\$17,000	2003
301 302 39	C	12. <b>Placer County Maintenance Facility, Truckee, CA:</b> The architectural programming, planning and design of expansion of DPW and Tahoe Area Regional Transit's bus maintenance and operations facilities.	Placer County, Dept of Public works Tahoe Area Regional Transit (TART) Truckee, CA	\$8,070	2003
301 302 39	C	13. <b>City of Green Bay Transit Center, Green Bay, WI:</b> Programming, planning and design for a new bus maintenance and operations facility and bus transfer center.	City of Green Bay Green Bay Transit 318 South Washington Street Green Bay, Wisconsin 54301-4215	\$7,000	2001
301 302 039	C	14. <b>Sierra Vista Governmental Maintenance Center, Sierra Vista, AZ:</b> Master plan, site plan, conceptual and schematic design of a 59,300 SF, 22-acre facility.	City of Sierra Vista 1011 North Coronado Drive Sierra Vista, AZ 85635	\$6,500	2002
301 072 055	P	15. <b>City of Chula Vista Civic Center, Master Plan Chula Vista, CA:</b> Programming and planning for the renovation and expansion of the 100,000 SF Civic Center to accommodate growth of City functions. Facilities include City Hall, Council, Public Services and Community Development	City of Chula Vista 276 F Street Chula Vista, CA 91910	\$30,000	2002
301 302 039	C	16. <b>Tri Delta Transit Facility Expansion, Antioch, CA:</b> Planning, programming and schematic design for an expansion of the administration, operations and maintenance facility.	Tri Delta Transit 801 Wilbur Ave .Antioch, CA	\$3,000	2003
301 302 042	P	17. <b>Port of Long Beach Hanjin Container Terminal - Pier A, Long Beach, CA:</b> Programming and architectural design for a 40,725 s.f. Maintenance Building, a 10,145 s.f. Wash Building, and two 5,465 s.f. Roadability Buildings	Port of Long Beach 925 Harbor Plaza Long Beach, CA 90801	\$6,750	1997
301 302	P	18. <b>Foothill Transit On-Call Services for TransCenters, various locations:</b> On-call services for the design of five transfer centers varying in size and complexity for Foothill Transit bus service area.	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	varies	2002
302 039	P	19. <b>City of Commerce Transportation Services Center, Commerce, CA:</b> Full architectural design services for a 3.67 acre site including a 27,000 s.f. administration, operations and maintenance building and parking structure	City of Commerce 2535 Commerce Way Commerce, CA 90040	\$6,668	1997

301 039	P	20. <b>City of Claremont Community Services Center, Claremont, CA:</b> Programming and planning for a new Community Services Center to include administrative offices, maintenance shops, vehicle maintenance buildings, fuel island and wash facility.	City of Claremont 215 Cornell Claremont, CA	\$11,000	2002 Study completed
055 270	P	21. <b>Riverside Transit Agency Satellite Facility Analysis, Riverside, CA</b> Site selection and analysts and programming for three future bus maintenance and operations facilities	Riverside Transit Agency 1825 Third Street Riverside, CA 92507	N/A	1999
301 039	P	22. <b>Santa Monica Municipal Bus Lines Facility Expansion Master Plan, Santa Monica, CA:</b> Programming and master planning for a 55,000 s.f. Maintenance Building and 25,000 s.f. Administration/Operations Building.	Santa Monica Municipal Bus Lines 1660 Seventh Street Santa Monica, CA 90401-3389	\$30,000	1998
302 039	P	23. <b>U.C. Davis Unitrans, Davis CA:</b> Full architectural/engineering services for a bus maintenance facility expansion and remodel.	University of California - Davis Architects and Engineers One Shields Avenue Davis, CA 95616-8527	\$4,200	2003
301 302 303	P	24. <b>Riverside Transit Agency Transit Center Riverside, CA:</b> Planning and conceptual design of a 14 bus transfer center with a 300 car parking structure, a pedestrian bridge to major civic structures and ground floor pedestrian/transit oriented retail.	Riverside Transit Agency 1825 Third Street Riverside, CA 92507	\$12,000	2003
301 302 039	P	25. <b>Long Beach Transit 68th Street Operations and Maintenance Facility, Long Beach, CA:</b> Full architectural services for a 50,100 s.f. Maintenance Building, a 13,150 s.f. Operations Building, and fueling and wash facilities.	City of Long Beach Transit 1965 Anaheim Street Long Beach, CA 90801-0731	\$9,982	1998
301 302 039	P	26. <b>Long Beach Transit Anaheim Street Operations Facility, Long Beach, CA:</b> Architectural design of a 9,500 s.f. Operations Building.	City of Long Beach Transit 1965 Anaheim Street Long Beach, CA 90801-0731	\$14,500	1997
301 302 303	P	27. <b>Foothill Transit Covina Transit Plaza, Covina, CA:</b> Planning and conceptual design of an 8 bus transfer center with a 900 car parking structure, 3 story 50,000 SF mixed use retail/office building, transit oriented retail and civic plaza.	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	\$10,000	2002

12. The foregoing is a statement of facts

Signature: \_\_\_\_\_ Typed Name and Title: Patrick M. McKelvey, Principal

Date:  
June 4, 2003

# CONTRACTOR DBE INFORMATION

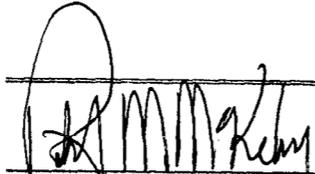
CONTRACTOR'S NAME RNL DESIGN  
 DBE GOAL FROM CONTRACT 13 %  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_

CONTRACTOR'S ADDRESS 800 WILSHIRE BLVD. STE#400 ,  
LOS ANGELES, CA 90017  
 PROPOSAL AMOUNT \$ 2,290,000  
 PROPOSAL OPENING DATE JUNE 6, 2033  
 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 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
	LANDSCAPE ARCHITECTURE	CT 027615	JONI JANECKI & ASSOC.	79,000	3.06
	GEOTECHNICAL ENGINEERING	CT 005712	HARO, KASUNICH & ASSOC.	65,000	2.84
	ENVIRONMENTAL	CT 013824	DENISE DUFFY & ASSOC.	75,000	3.27

TOTAL CLAIMED DBE PARTICIPATION \$ SEE NEXT PAGE %

  
 \_\_\_\_\_  
 SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
 DATE JUNE 3, 2003

AREA CODE/TELEPHONE (213) 955-9775

(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 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
	<b>TELECOMMUNICATION &amp; SECURITY SYSTEMS</b>	<b>7082</b>	<b>TEECOM DESIGN GROUP</b>	<b>65,000</b>	<b>2.84</b>
	<b>COST ESTIMATING</b>	<b>CT 020964</b>	<b>YUANG TAI, INC.</b>	<b>55,000</b>	<b>2.40</b>
TOTAL CLAIMED DBE PARTICIPATION				\$ <b><u>330,000</u></b>	<b><u>14.41%</u></b>

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DEPARTMENT OF TRANSPORTATION  
Business Enterprise Program

PO BOX 942874 - MS 79  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-005722

HISPANIC  
MALE  
CORPORATION

--- \* CERTIFIED PROGRAMS ---  
DBE SMBE

Certifying Agency: CALTRANS  
Expiration Date: 01-01-2004  
Contact Parson: JOSEPH HARO

(831) 722-4375

Attention: JOSEPH HARO  
HARO, KASUNICH & ASSOCIATES, INC  
116 EAST LAKE AVENUE  
WATSONVILLE, C A 95076



CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

-----Port in Public View-----

--- CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE. ---

It is your responsibility to:

- Apply for Recertification on a Timely Basis.
- Review this notification for accuracy and notify Caltrans in writing within 90 days of any change in circumstances effecting your ability to meet size, disadvantage status ownership or control requirements.

-----Preferred WORK LOCATIONS-----

07 CONTRACOSTA	10 FRESNO	08 AMADOR	05 CALAVERAS
20 MADERA	21 MARXN	22 KERN	16 KINGS
27 MONTEREY	28 NAP4	35 MARIPOSA	24 MERCED
39 SAN JOAQUIN	40 SAN LUIS OBISPO	SAN BENITO	38 SAN FRANCISCO
43 SANTA CLARA	44 SANTA CRUZ	42 SAN MATEO	42 SANTA BARBARA
50 STANISLAUS	54 TULARE	48 SOLANO	49 SONOMA
		55 TUOLUMNE	

-----Preferred WORK CATEGORIES and BUSINESS Types-----

C8705 DESIGN	S	C8710 ENGINEERING	S
C8720 CIVIL ENGINEERING	S	C8722 ENVIRONMENTAL ENGINEER	S

- \* Only certified DBE's may be utilized to meet Federally funded contract goals.
- Only certified SMBE or SWBE's may be utilized to meet State funded contract goals.
- Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.

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DEPARTMENT OF TRANSPORTATION  
Business Enterprise Program

PO BOX 942874 - MS 7 9  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-027615

Certifying Agency: CALTRANS  
Expiration Date: 11-01-2003  
Contact Person: JONI L. JANECKI

CAUCASIAN  
FEMALE  
SOLE PROPRIETOR  
(831) 423-6040

--- \* CERTIFIED PROGRAMS ---  
DBE SWBE

Attuition : JONI L. JANECKI  
JONI L. JANECKI & ASSOCIATES  
303 POTRERO STREET, SUITE 16  
SANTA CRUZ, CA 95060

  
CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

-----Post in Public View-----

--- CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE.---

- " It is your responsibility to;
- Apply for Recertification on a Timely Basis.
  - Review this notification for accuracy and notify Caltrans in writing within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status ownership or control requirements.

-----Preferred WORK LOCATIONS-----

SW STATE WIDE

-----Preferred WORK CATEGORIES and BUSINESS Types-----

CB744 LANDSCAPE ARCHITECTS S

- \* Only certified DBE's may be utilized to meet Federally funded contract goals.
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- Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.

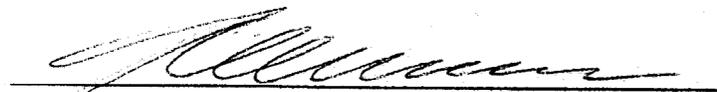
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This  
CERTIFIES THAT

<u>Tecom Design Group</u>	<u>7082</u>	<u>January 1, 2005</u>
Name	ID#	Expiration Date

IS APPROVED BY THE THE REGIONAL TRANSIT COORDINATING COUNCIL (RTCC)  
AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AS DEFINED BY U.S. DEPARTMENT OF TRANSPORTATION (DOT)  
49 CFR, PART 26, FOR THE FOLLOWING EXPERTISE/S.I.C .CODES:

Expertise Codes: 221, 222, 223

  
\_\_\_\_\_  
DBE Liaison Officer Roland Hom

San Francisco Bay Area Rapid Transit District  
\_\_\_\_\_  
Certifying Agency



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
800 Madison Street - Lake Merritt Station  
P.O. Box 12688  
Oakland, CA 94604-2688  
Telephone (510) 464-6000

March 1, 2002

Ms Cecilia Trost  
TEECOM Design Group  
1125 Atlantic Avenue, Suite 101  
Alameda, CA 94501

JOEL KELLER  
PRESIDENT

PETER W SNYDER  
VICE PRESIDENT

THOMAS F MARGRO  
GENERAL MANAGER

DIRECTORS

DAN RICHARD  
1ST DISTRICT

JOEL KELLER  
2ND DISTRICT

ROY NAKAEGAWA  
3RD DISTRICT

CAROLE WARD ALLEN  
4TH DISTRICT

PETER W SNYDER  
5TH DISTRICT

THOMAS M RLALOCK  
6TH DISTRICT

WILLIE B KENNEDY  
7TH DISTRICT

JAMES FANG  
8TH DISTRICT

TOM RADULOVICH  
9TH DISTRICT

Dear Ms Trost:

We are pleased to advise you that after careful review of your Certification Renewal Affidavit and documentation, the San Francisco Bay Area Rapid Transit District (BART) has renewed your firm a Disadvantaged Business Enterprise (DBE) under Federal Regulations 49 CFR Part 26, as amended. Your renewal is good for **3 (three) years effective January 1, 2002 to January 1, 2005**. You will be notified prior to the renewal date, however, it is your responsibility to notify this office of any change in ownership and/or control, as well as current address and phone number prior to your renewal date.

In addition, your renewal status applies only for the Expertise Codes as shown on your Certificate (attached). Any changes or revisions to these codes must be submitted to the Office of Civil Rights for review and approval. Your firm will continue to be listed in the Regional Transit Coordinating Council (RTCC) Database. This certification will be honored by each of the agencies participating in the RTCC. Your DBE certification will, however, be subject to review at any time.

Congratulations, and thank you for your continued interest in doing business with the San Francisco Bay Area Rapid Transit District.

Sincerely,

A handwritten signature in black ink, appearing to read "Roland Horn". The signature is fluid and cursive, written over a horizontal line.

Roland Horn  
Sr. Civil Rights Officer  
Office of Civil Rights

Attachment

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DEPARTMENT OF TRANSPORTATION  
Business Enterprise Program

PO BOX 942874 - MS 79  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

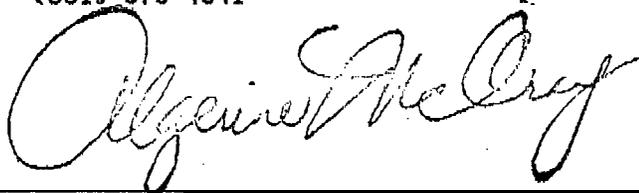
Certification Number: CT-013824

Certifying Agency: CALTRANS  
Expiration Date: 10-01-2005  
Contact Person: DENISE DUFFY

CAUCASIAN  
FEMALE  
SOLE PROPRIETOR  
(831) 373-4341

--- \* CERTIFIED PROGRAMS ---  
DBE SWBE

Attention: DENISE DUFFY  
DENISE DUFFY & ASSOCIATES, INC.  
947 CASS STREET SUITE 5  
MONTEREY, CA 93940



CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

-----Post in Public View-----

CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE. ---

It is your responsibility to:  
Apply for Recertification on a Timely Basis.  
Review this notification for accuracy and notify Caltrans in writing of any necessary changes.

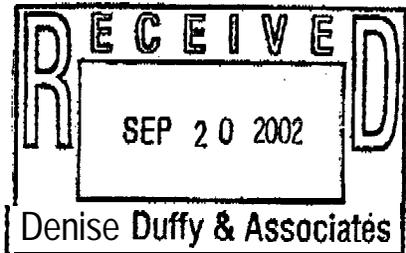
-----Preferred WORK LOCATIONS-----

CF CENTURY FREEWAY SW STATE WIDE

-----Preferred WORK CATEGORIES and BUSINESS Types-----

- C8700 CONSULTANT C8707 FEASIBILITY STUDIES S  
C8722 ENVIRONMENTAL ENGINEER 3 J9510 ENVIRONMENTAL QUALITY S

\* Only certified DBE's may be utilized to meet Federally funded contract goals.  
Only certified SMBE or SWBE's may be utilized to meet State funded contract goals.  
Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.



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Business Enterprise Program

PO BOX 942074 MS 79  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-020964

Certifying Agency: CALTRANS  
Expiration Date: 12-01-2003  
Contact Person; YUANG HSIEH

ASIAN-PACIFIC  
MALE  
CORPORATION

(626) 836-3679

--- \* CERTIFIED PROGRAMS ---  
DBE SMBE

Attention: YUANG HSIEH  
YUANG TAI, INC  
1331 OAKLAWN ROAD  
ARCADIA, CA 91006



CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

----Post in Public View-----

CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE.---

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- Review this notification for accuracy and notify Caltrans in writing within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status ownership or control requirements.

-----Preferred WORK LOCATIONS-----

CF CENTURY FREEWAY SW STATE WIDE

-----Preferred WORK CATEGORIES and BUSINESS Types-----

700 CONSULTANT S C8702 MANAGEMENT INFORMATION SY S  
/70 CONSTRUCTION MANAGEMENT S

- \* Only certified DBE's may be utilized to meet Federally funded contract goals.
- Only certified SMBE or SWBE's may be utilized to meet State funded contract goals.
- Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.

# general qualifications

## section 4



### a. INTRODUCTION

Founded in 1956, RNL is an architecture, interior design, engineering and planning firm with offices in Los Angeles, Costa Mesa, Phoenix and Denver. In the early 80's, RNL began to focus on the transit operations, administration and maintenance facilities, with special emphasis on the functional and operational aspects of these facilities. We have planned and designed projects throughout the states of California, Colorado, Arizona, Wyoming, Utah Michigan and Wisconsin, to include: City of Chula Vista Corporate Yard and Transit Facility, Chula Vista, CA; City of Norwalk Transportation and Public Service Facility, Norwalk, CA; Antelope Valley Transit Authority, Lancaster, CA; Foothill Transit Pomona Operations and Maintenance Facility, Pomona, CA; Foothill Transit Irwindale Operations & Maintenance Facility in Irwindale, CA; Santa Monica's Big Blue Bus LNG/CNG Fuel and Wash Facility, Santa Monica, CA; Santa Monica Corporation Yard Master Plan, Santa Monica, CA and Montebello Transportation/Corporation Yard Expansion/ Montebello, CA These projects have included urban planning, programming, master planning, schematic design, design development, architecture, landscape architecture, interior design, and full engineering, This in-depth experience has given us the expertise required for the successful planning, programming and design of the full spectrum of transit operations and maintenance facility projects.



### b. SUB CONSULTANT SERVICES

The RNL Team includes firms with the experience and commitment to bring the SCMTD MetroBase Facility through each step of the design and construction process to assure the successful completion of the project. The following is a brief description of each team member and their capabilities and responsibilities for the SCMTD project.

#### Maintenance Design Group - Maintenance Equipment Process Piping Consulting

Maintenance Design Group (MDG) is a professional consulting firm, which specializes in the planning and design of transit, public works, utility, school, and governmental operating and maintenance facilities. The firm, established in May 1995 and is located in Denver, Colorado, and Houston, TX. MDG provides specialized services throughout the facility planning and design process, which are critical in enabling clients to achieve their operational goals.

MDG will be responsible for vehicle maintenance functional and operational issues, maintenance equipment selection, layout and specification, process piping systems, conventional fuel systems, interfacing with the design team and assisting with the coordination of all maintenance systems.



#### Carter & Burgess - Mechanical/Electrical /Plumbing/ Fire Protection Engineering

Carter & Burgess' experience with public sector projects includes municipal/county facilities, transit stations and transit maintenance facilities that require a unique blend of functional elements with engineered systems.

# general qualifications

## section 4.



Projects such as these gain their identity from sensitive use of design, while their functionality, which cannot be compromised, is inherent in electrical, mechanical, communication, security, fire protection and other engineered systems.

Carter & Burgess will be responsible for all mechanical, electrical, plumbing and fire protection engineering services.

Our Core Design Team has a long history of programming, planning and design operations and maintenance facility projects. RNL & MDG have collaborated on more than 40 projects, including 12 with Carter & Burgess. Our most recent experience as a Team with government and public agencies includes projects listed in the following table. For additional details, please see section 5.

Project /Location	RNL	MDG	C&B
City of Chula Vista Corporate Yard, Chula Vista, CA	✍	✍	✍
Tri Delta Transit Facility Expansion, Antioch, CA	✍	✍	✍
City Claremont Community Services Center, Claremont, CA	✍	✍	
City of Fremont Corporation Yard, Fremont, CA	✍	✍	
City of Montebello Corporation Yard, Montebello, CA	✍	✍	
Foothill Transit - Pomona Operations & Maintenance Facility, Pomona, CA	✍	✍	
Foothill Transit - Irwindale Operations & Maintenance Facility, Irwindale, CA	✍	✍	
City of Norwalk Transportation & Public Services Facility, Norwalk, CA	✍	✍	
Antelope Valley Transit Operations & Maintenance Facility, Lancaster, CA	✍	✍	
Long Beach Transit 68th Street Operations & Maintenance Facility, Long Beach, CA	✍	✍	
Riverside Transit Perris Operations & Maintenance Facility, Riverside, CA	✍	✍	✍
Sacramento RT Bus Maintenance Facility Study, Sacramento, CA	✍	✍	
Slobus Bus Washer, San Luis Obispo, CA	✍	✍	
City of Santa Monica Corporate Yard, Santa Monica, CA	✍	✍	
SMBBB Fuel/Wash Facility, Santa Monica, CA	✍	✍	✍
Placer County Maintenance Facility, Truckee, CA	✍	✍	✍
Cajon Valley Union School District Facility, El Cajon, CA	✍	✍	
Siskiyou County Public Works Facility, Yreka, CA	✍	✍	
Sweetwater Union School District Corporate Yard, Chula Vista, CA	✍	✍	
Vehicle Wash Facility Design, Arvada, CO		✍	✍
City-Wide Facilities Master Plan, Aurora, CO	✍	✍	
Mesa Transit Operations & Maintenance Facility, Mesa, AZ	✍	✍	
Swift Gulch Public Works Facility, Avon, CO	✍	✍	✍
Beaver Creek Village Operations Facility, Beaver Creek, CO	✍	✍	
Metropolitan Districts Operations Facility, Beaver Creek, CO	✍	✍	✍
Green Bay Transit Operations & Maintenance Facility, Green Bay, WI	✍	✍	
Eagle County Maintenance Service Center, Eagle, CO	✍	✍	✍
Jefferson County & School District Joint Facility, Golden, CO	✍	✍	✍
Maintenance Shops, Winter Park, CO	✍	✍	✍
Governmental Maintenance Center, Sierra Vista, AZ	✍	✍	✍

# general qualifications

## section 4.



### Mesiti Miller Engineering - Civil /Structural Engineering and Surveying

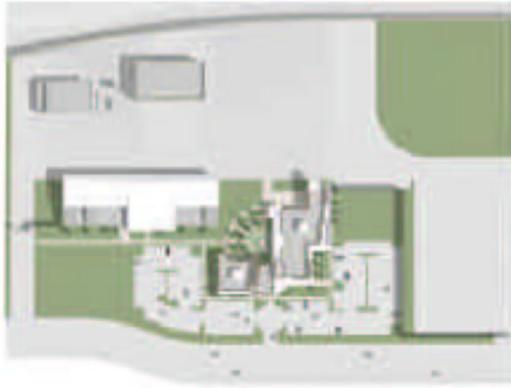
Mesiti-Miller Engineering was established in 1987 and incorporated in 1994 to provide professional civil and structural engineering services to both private and public sector clients in the central California area. MME's clients include architects, owners, developers, contractors, members of the general public, cities, counties and other municipal entities. The practice is generally directed toward the structural design of buildings, along with the civil design of associated site improvements, such as grading and drainage, parking facilities, street improvements, water and sewer systems and utility service extensions. MME is based in Santa Cruz, CA.

MME will provide all civil, structural and surveying services for this project.

### Joni L. Janecki & Associates - Landscape Architect (WBE)

Joni L. Janecki & Associates was established in Santa Cruz in 1991. Since that time, the firm has worked on several projects with both Caltrans and the City of Santa Cruz. Joni L. Janecki & Associates has a close relations with the Santa Cruz community and actively integrates the site conditions project program, client needs and the community with the natural environment on each project. Joni. L. Janecki & Associates is a Caltrans certified WBE.

Joni L. Janecki & Associates will provide all landscape architecture associated with the Metro Base project.



### Haro, Kasunich & Associates - Geotechnical Engineering & Soils Testing(MBE)

Haro, Kasunich & Associates has worked in the Santa Cruz area for more than 20 years. Their experience encompasses transportation and bridges in the Santa Cruz area, such as the Soquel Avenue Bridge and the Water Street Bridge. HKA has a staff of 18 who experience in their field prepared to conduct evaluations of slope and foundation stability, pavement, and soil treatment. HKA is a Caltrans certified MBE.

HKA will provide all geotechnical investigations and reports.

### Fuel Solutions - L/CNG Engineering

Fuel Solutions, Inc. is a consulting, project management and engineering firm, serving public- and private-sector vehicle fleet operators. The company's mission is to furnish its customers with management, consulting, engineering and design services that optimize the development and use of Alternate Fuel Vehicles (AFVs) in their fleets. Fuel Solutions provides objective, usable, cost-effective and environmentally responsible alternate fuel solutions. Fuel Solutions prepares design and energy of ENG, LNG and LCNG fuel systems. Fuel Solutions will provide all the L/CNG fuel systems design, engineering and specifications.



# general qualifications

## section 4.



### Denise Duffy & Associates, Inc.- Environmental Engineering (WBE)

Denise Duffy & Associates, Inc. (DD&A) offers professional environmental consulting services to local, regional and state agencies, public institutions, private land owners, corporations, and developers. As a land use planning and environmental consulting firm, DD&A provides services in site planning, management of development projects and proposals, governmental studies, environmental impact and constraints assessments, and contract planning services. DD&A has been in business for 20 years and is qualified in all phases of project development and plan implementation, particularly the preparation of environmental documentation in compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

DD&A will be providing the environmental consulting services for this project, including any traffic, acoustical or hazardous materials testing services. .

### Yuang Tai, Inc. - Cost Estimating (MBE)

Yuang Tai, Inc. (YTI), founded in 1993, was established to supplement a need for professional cost estimating. YTI is certified as a MBE with the City of Los Angeles. The firm has a team of eight individuals with a successful track record of working together as a team of estimators. YTI has access to extensive related empirical cost data that is put to use effectively on the projects we get involved with. YTI's key responsibility during estimating efforts, is to keep the project team informed of the cost impact of each decision, and to focus all parties involved on the overall cost status of the project.

Yuang Tai will provide all cost estimating for this project.



### TEECOM Design Group - Telecommunications / Security (DBE)

TEECOM Design Group is a consulting and design engineering firm specializing in facilities-based telecommunications and security systems. TEECOM offers a complete range of telecommunications and security engineering and design services, from concept development through construction document preparation and construction administration. TEECOM also offer peer review, problem solving and long-range planning services for retrofit, adaptive re-use and new construction projects.

TEECOM will be providing the Telecommunications and Security expertise for this project.

# general qualifications

## section 4.



### C. CURRENT PERMANENT STAFF SIZE

RNL offers clients a continuum of design services, including programming, feasibility studies, urban design and planning, architecture, interior design, landscape architecture and mechanical, electrical and plumbing engineering.

Our integrated approach to planning and design gives our clients well planned, functional, cost effective facilities designed around the operational needs of the users and stakeholders.

Since 1988, when the Los Angeles office was established, the staff has grown to more than 20 employees capable of completing all design work in-house in our Los Angeles office, with a total of 134 employees firm wide. In the past five years, RNL has grown from a staff of 15 to a staff of 20 persons in the Los Angeles office. The following operations and maintenance facilities have been designed by the Los Angeles office of RNL.

Chula Vista Corporation Yard & Transit Facility	\$22.1 Million
Santa Monica's Big Blue Bus LNG/CNG Fuel & Wash Facility	\$11.0 Million
Santa Monica Corporation Yard Master Plan	\$45.0 Million
Norwalk Transportation & Public Service Facility	\$12.0 Million
Foothill Transit - Irwindale Operations & Maintenance Facility	\$13.0 Million
Foothill Transit Pomona Operations & Maintenance Facility	\$9.68 Million
Montebello Transportation/Corporation Yard Expansion	\$9.75 Million
Antelope Valley Transit Authority	\$14.5 Million

# project qualifications

## section 5.



a. Summary of Work: Chula Vista Public Works Department relocated to a 16-acre site formerly occupied by San Diego Gas and Electric.

RNL provided Chula Vista with a new corporate yard by remodeling and adding onto existing structures, as well as constructing new facilities and parking. The entire project was a \$22.1 million multi-phase project. The design phase began in March 1999, construction began September 2000, and occupancy occurred in April 2002.

The project consisted of a complete remodel of the existing Administration Building and an addition for various City departments. The Shops Building included an addition to and remodel of another existing building. The City's Warehouse Facility was housed in a remodeled existing structure. The City's Fleet and Chula Vista Transit



### Chula Vista Corporation Yard & Transit Facility

<b>b. Project Cost</b>	\$22.1 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1999 - 2002
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Dave Byers Director of Public Works - Operations
<b>Tel #</b>	619. 397.6055
<b>f. Energy Efficiency Measure:</b>	Extensive use of daylighting, energy efficient light fixtures, HVAC equipment, light reflecting roof systems.
<b>g. Phased Conditions:</b>	Construction phased to bring Admin/ Ops and Shops space on line to accommodate moving out of existing space.
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	Adaptation and reuse of 25,000 S.F. office building & 10,000 S.F. warehouse Building
<b>i. Work Around:</b>	Work around existing buildings and operations during construction.

Fleet are maintained in a new state-of-the-art Vehicle Maintenance Building, with the capability to accommodate CNG



fueled vehicles. A new fuel island for diesel, unleaded, and CNG was constructed as well as a public fleet CNG fueling station. Vehicle washing capability was accommodated in a 3-bay vehicle Wash Building. To assist the neighboring community, a household hazardous waste drop-off center was included in the Corporation Yard facility.

In the future, adjacent property may be acquired by the City for a new transit operations and bus parking facility.

# project qualifications

## section 5.



a. Summary of Work: RNL was awarded the contract to design the replacement and expansion of the existing Transportation and Public Services facility for the City of Norwalk. The existing buildings were raised and replaced with larger, updated facilities to house both the Transportation and Public Services departments. In order to maintain operations while completing construction of the facility, the project required a multi-phased work around. The design entailed a 40-bus operations,



### City of Norwalk Transportation and Public Services Facility

<b>b. Project Cost</b>	\$11.0 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1999 - 2002
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	James Parker Director
<b>Tel #</b>	562.929.5533
<b>f. Energy Efficiency Measures:</b>	Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.
<b>g. Phased Construction:</b>	Multi-phased construction to work around the need to keep the Maintenance Building operational.
<b>h. Adaptation &amp; Reuse of Existing Facilities</b>	None
<b>i. Work Around:</b>	Work around required to keep Vehicle Maintenance Building Operational until new Maintenance Building constructed.



maintenance and administration building for the Department of Transportation as well as operations space, shops and administration structure for the

Department of Public Services.

The facility includes a 3-story, 20,600 S.F. Administration Building, a 15,700 S.F. Maintenance Building, a 31,300 S.F. Public Services Building, and a 98 car parking structure.



# project qualifications

## section 5.



a. Summary of Work: RNL's design of the Phase I project was a 15,000 S.F. two-story administration building, which was attached at the lowest level to a two-story 154,000 S.F. parking structure. The lower level of parking structure provided space for 150 employee vehicles, while the upper level was designed to store 69 transit buses plus a 4,500 S.F. fueling and wash facility.



### Montebello Corporate Yard

<b>b. Project Cost</b>	\$9.75 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1995 - 1997
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	<b>Allan Pollock, Director</b>
<b>Tel #</b>	<b>323.887.4606</b>
<b>f. Energy Efficiency Measures:</b>	Multi-phased construction to work around the need to keep the Maintenance Building operational.
<b>g. Phased Construction:</b>	Project was completed in two phases to accommodate existing buildings.
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	Expanded and remodeled existing Vehicle Maintenance Building and Warehouse.
<b>i. Work Around:</b>	Work around required to keep Vehicle Maintenance and Warehouse operational throughout construction.

Phase II consisted of the remodel of the City's vehicle maintenance facility and an addition totaling more than 27,000 S.F. The exterior design of both administration building and parking structure was designed to tie the new facilities together; both visually and sensitive to the adjoining residential neighborhood.



# project qualifications

## section 5.



a. Summary of Work: RNL was commissioned by the City of Santa Monica to program and master plan the proposed facility expansion of their municipal bus lines site. Santa Monica's Big Blue Bus (SMBBB) has planned to expand their fleet from 155 to 200 buses over a five-year period, as well as to convert the fleet to alternatively fueled vehicles.

The first of five implementation phases included in the master plan is the construction of a LNG/CNG fuel and wash facility, which would accommodate for the planned fleet changes. This state of the art fueling facility will provide the SMBBB and the City of Santa Monica an economical and effective way to operate clean air buses and fleet vehicles from this location.

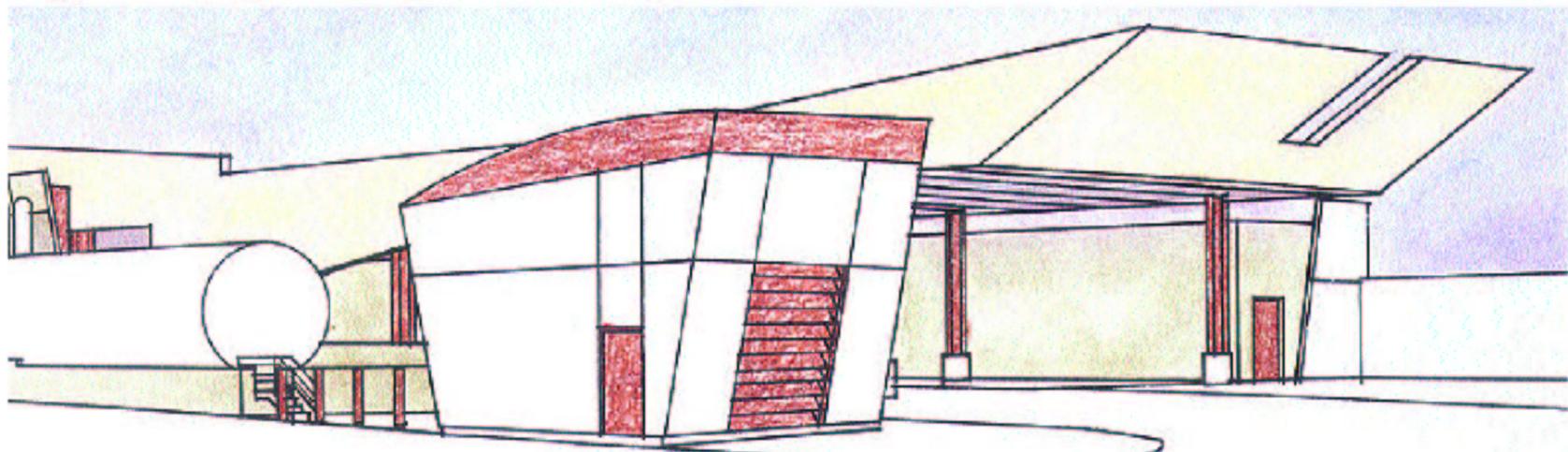
Approximately 14,000 S.F. of canopy covers the LNG/CNG fuel and wash islands, which are adjacent to a 3,700 S.F. staff building. The LNG fueling system will be utilized to fuel the entire bus fleet. The CNG fueling system will be utilized to fuel the SMBBB support vehicles and other City Fleet vehicles. The construction budget for the project, including LNG/CNG storage and

### Santa Monica's Big Blue Bus LNG/CNG Fuel & Wash Facility

<b>b. Project Cost</b>	\$11.0 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	2001 - 2003
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Dave Britton Project Manager
<b>Tel #</b>	310.458.8979
<b>f. Energy Efficiency Measures:</b>	Alternative fuel generator
<b>g. Phased Construction:</b>	The LNG/CNG was constructed as the 1st phase of a multi-phased re-development of the existing site.
<b>h. Adaptation &amp; Reuse of Existing Facilities</b>	None
<b>i. Work Around:</b>	Work around required to keep the existing Vehicle Maintenance Facility and Operations Building operational during construction.

dispensing system, is an estimated \$11,000,000.

Visually, the design of the Fuel and Wash Facility is simple and dynamic, expressing movement of vehicles through the complex. From a distance the structure expresses this movement through the use of large metal panel profile shapes, while close up, the contemporary detailing becomes evident. The polychromatic use of materials and shapes begins to set the stage for the future phases of the Master Plan.



# project qualifications

## section 5.



a. Summary of Work: Santa Monica commissioned RNL Design to develop a facility needs program and a redevelopment master plan of the City's Corporate Yard. The space needs of the users for the next 30 years included: Solid Waste Public Facilities, Maintenance, Fleet Maintenance, Water and Wastewater, Parks, and Fire Departments. Following the programming effort, RNL assessed the existing facilities to determine what buildings, if any, could continue to accommodate the needs of the Corporate Yard.

RNL Design then conducted a charrette session with all stakeholders to develop alternative solutions to the facility needs. Consensus was achieved by the planning team for a preferred design, which was then analyzed for phasing, budgeting, and schedule input.

The first phase of the development will involve the construction of a new 35,000 S.F. Solid Waste Transfer



### Santa Monica Corporate Yard

<b>b. Project Cost</b>	\$45.0 Million
<b>Firm's% Responsibility</b>	100%
<b>c. Timeline</b>	2001 - 2007
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Lorrie Brown Project Manager
<b>Tel #</b>	310.458.8724
<b>f. Energy Efficiency Savings:</b>	Project to be designed at a LEED certified level including photovoltaics, energy efficient fixtures, etc.
<b>g. Phased Construction:</b>	Three phase development to work around existing buildings.
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	None
<b>i. Work Around:</b>	Multi-phased implementation in order to work around existing buildings and maintain operations.

Station and associated recycling/diversion areas. Phase II includes construction of the shops, fleet maintenance, vehicle wash and fire training functions. The third phase constructs the administration building, parking structure and fleet fueling facilities.

The redevelopment of the Santa Monica Corporate Yard will provide the City with state of the art corporate yard facilities for the next 30 years.

The implementation of the project will require three phases in order to work around existing operations.



# project qualifications

## section 5.



a. Summary of Work: Foothill Transit commissioned RNL to plan and design its second Maintenance and Operations Facility in Irwindale. The Irwindale facility was planned to save the transit agency significant cost over the life of both facilities. The RNL team worked closely with Foothill transit staff to incorporate "lessons learned" from the Pomona facility, to include additional operational improvements in the design of the Irwindale facility. This- state - of - the - art maintenance and operations facility is designed to accommodate a 156 bus fleet, including the future capability of CNG fueled vehicles.



### Foothill Transit Irwindale Maintenance & Operations Facility

<b>b. Project Cost</b>	\$13.0 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	2002
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Julie Austin Executive Director
<b>Tel #</b>	626.967.2274
<b>f. Energy Efficiency Savings:</b>	Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.
<b>g. Phased Construction:</b>	None
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	None
<b>i. Work Around:</b>	None

The design is in a style reminiscent of Spanish Mission architecture, which is common in the Irwindale area. The exterior design of stucco, metal roof tiles and a landscape trellis is provided throughout the interior of the Administration/Operations building and employee patio.



# project qualifications

## section 5.



a. Summary of Work: Foothill Transit's first new facility houses the operations and maintenance activities of a 150 bus fleet, the first of two such facilities required by Foothill Transit over a five year period.

The project has several unique challenges. An accelerated design and construction schedule and stipulations on the FTA funding required a total project delivery schedule of 13 months. The on-site design process utilized by RNL was ideal for this project. In one week, the RNL team of architects and engineers were able to establish the concept design for the building and its systems, gain client consensus and approval of the concept, and move forward directly into design development. This on-site design process saved several months from the normal design process. An additional challenge was to develop a construction bidding strategy that would accommodate contractor bidding before completion of the construction documents. The RNL team developed a unit cost bid form with over 1,100 units, which allowed contractors to bid the project from design development documents.



### Foothill Transit Pomona Operations & Maintenance Facility

<b>b. Project Cost</b>	\$9.68 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1996 - 1997
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Julie Austin Executive Directors
<b>Tel #</b>	626.967.2274

**f. Energy Efficiency Savings:** Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.

**g. Phased Construction:**  
None

**h. Adaptation & Reuse of Existing Facilities:**  
None

**i. Work Around:**  
None

The exterior of the building was designed to reflect the Foothill Transit image and logo. The maintenance building is steel framed with site cast concrete panels using an exposed aggregate finish. Metal panel and glass block elements provide protection for mechanical equipment, while allowing daylight to enter the maintenance areas.



# project qualifications

## section 5.



a. Summary of Work: RNL was commissioned by the Antelope Valley Transit Authority (AVTA) to plan and design their new 200 bus operations and maintenance facility, which will also include AVTA's administrative offices and boardroom. The Antelope Valley is one of Los Angeles County's fastest growing areas. To keep pace with this growth, AVTA has planned fleet expansion from the current 75 buses, to more than 180 buses by 2020. To accommodate the fleet expansion, AVTA will construct an 18,000 S.F. of Administration/Operations Building, a 29,000 S.F. Maintenance Building, and Fuel/Wash facilities on a 14.4-acre site in Phase I. Phase II will accommodate the fleet expansion from 120 to 180 buses by adding the maintenance bays and bus parking.

The proposed facility design is compatible with the high desert climate of the Antelope Valley, while representing



### Antelope Valley Transit Authority Administration, Operations and Maintenance Facility

<b>b. Project Cost</b>	\$14.5 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	2002 -2003
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost s</b>	Yes
<b>e. Client Name, Title</b>	Bill Budlong Executive Director
<b>Tel #</b>	661. 726.2616
<b>f. Energy Efficiency Savings:</b>	Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.
<b>g. Phased Construction:</b>	None
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	None
<b>i. Work Around:</b>	None



AVTA's image as an efficient, safe and effective provider of transit services. In keeping with RNL Design's commitment to energy conservation and sustainable design, glazing from direct sun exposure and the use of natural daylight will augment lighting of interior spaces. Landscape areas will be low maintenance, low water consumption, drought tolerant and use native plant materials, which currently exist in the local area.



## project qualifications

### section 5.

#### **J. RECORD OF PROFESSIONAL LIABILITY**

RNL and its parent company, RNL Facilities Corporation, have not been involved in any litigation regarding errors and omissions or professional liability in the past six years. RNL has maintained a successful track record of high quality service, however, as is the case in virtually every project, there are issues that need resolution. We have successfully stood behind our work and have settled to the satisfaction of all parties any concerns regarding the project.

The following is one claim that has arisen since 1997.

Project: Palace Lofts, Denver, Colorado

Responsibility: RNL was Architect of Record. A claim was made by a condo owner for excessive elevator noise. The elevators were not designed by RNL Design.

Relationship to Claimant: None

Ultimate Disposition of Claim: The Developer, Contractor, Elevator Sub Contractor and RNL negotiated a settlement of repairs to cover the cost.

References: Tyrone Holt, Esquire

Tel: # 303.623.2700



# project understanding

## section 6.

### Understanding of the Project

Santa Cruz Metropolitan Transit District (SCMTD) operates a the fixed route service for Santa Cruz County, utilizing a fleet of 103 buses on 40 routes, and an on-demand service utilizing outside contracted services. The District operates from numerous facilities and therefore suffers from operational inefficiencies due to these multiple sites. Therefore, SCMTD, over the past several years, has moved forward to plan for and gain Board support for consolidating and expanding the Operations and Maintenance Facilities of the District.

SCMTD currently operates from eight (8) locations in the Harvey West area of the City of Santa Cruz, California. See Figure 3.0-5 from the Denise Duffy & Associates, Inc. EIR dated February 7, 2003 for the locations of the District's facilities. The District also owns a facility in Watsonville, California, which has not been utilized since 1989 due to damage incurred in the Loma Prieta Earthquake. It is readily apparent that significant operational inefficiencies are caused by multiple locations and the relatively small size of each location. Certain efficiencies could be gained by consolidation of operations and maintenance activities to fewer, larger parcels of land, thereby minimizing travel time and deadhead costs between sites, the inefficiencies of shuffling buses to perform servicing and fueling activities and numerous related staff and operational issues.



## project understanding

### section 6.



The new SCMTD Operations and Maintenance Facilities will be located on an expansion of the sites at 120 & 138 Golf Club Drive and 1200 River Street. The Golf Club Drive site will continue to accommodate maintenance functions by the acquisition of the Surf City Produce site and the redevelopment of the site for a new maintenance building, bus parking and renovation of the existing maintenance building.

The River Street site will also be expanded by the acquisition of the Tool Shed property for the development of a new LCNG fuel system (with diesel fuel capability), new bus wash facility, expansion of the Operations Building and reconfigured and expanded bus and employee parking.

The Operations and Maintenance Facilities will need to be designed to accommodate the 98 bus fleet (roll out fleet) including all supporting functions, while allowing for future expansion for the long term needs. A Phase 2 development is planned by the District to accommodate the future bus fleet expansion to 175 buses. A project budget of \$20M has been established by the District.

The facility will be planned and designed as a state-of-the-art operations and maintenance facility incorporating the latest technology and best business practices, including sustainability, environmental sensitivity and energy efficiency building methods. It is the desire of the RNL that the District consider achieving a LEED Certified rating for the project.

- The RNL Architectural/Engineering Team will work in concert with the SCMTD Project Manager and Construction Manager to confirm the space needs program, develop the design and construction documents, assist in soliciting construction proposals, and work with the District, CM and Contractor to construct the project. Services to be provided will include:
  - Up-date space needs program requirements with all of the user groups.
  - Provide site master plan/concept design services, for Phase 1 and Phase 2, to prepare the Site Master Plan, develop conceptual building layouts and Determine alternative fuel type and system requirements.
  - Prepare Preliminary Design for Phase 1 and 2 of the project based on the space needs program and District user input and direction.
  - Refine site layout and coordinate with City review agencies to confirm compliance with current regulations for parking, grading, storm drainage/retention, landscaping, and paving.
  - Present Master Plan and Preliminary Design to the District Board for project approval.
  - Prepare Final Design documents, including design development and final construction documents, for the Phase 1 scope, for use in soliciting construction proposals; package to include complete Maintenance Equipment Manual for all equipment, tools, and accessories needed for the proposed Transit maintenance activities.

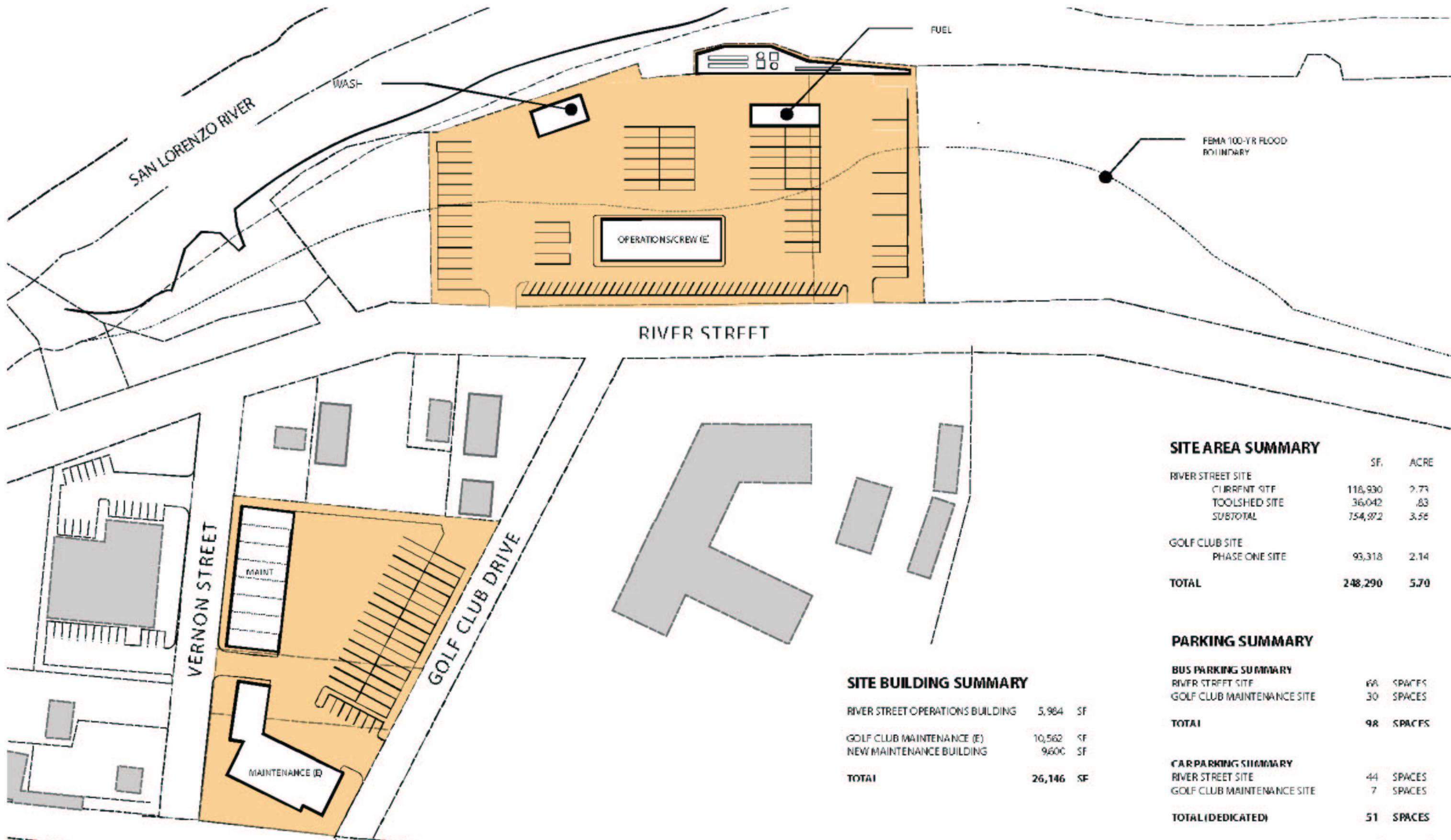


## project understanding

### section 6.

- Facilitate review and approval of construction drawings and specifications by all required agencies for building permits for construction.
- Provide Construction Phase Administration services and assist the District and CM in verification of compliance with approved drawings and specifications.
- Prepare Operations and Maintenance Manual and Record Drawings documentation for SCMTD, based on information provided by contractors and Maintenance Equipment Manual prepared as part of Design Package





**SITE AREA SUMMARY**

	SF.	ACRE
RIVER STREET SITE		
CURRENT SITE	118,930	2.73
TOOLSHED SITE	36,042	.83
SUBTOTAL	154,972	3.56
GOLF CLUB SITE		
PHASE ONE SITE	93,318	2.14
<b>TOTAL</b>	<b>248,290</b>	<b>5.70</b>

**SITE BUILDING SUMMARY**

RIVER STREET OPERATIONS BUILDING	5,984	SF
GOLF CLUB MAINTENANCE (E)	10,562	SF
NEW MAINTENANCE BUILDING	9,600	SF
<b>TOTAL</b>	<b>26,146</b>	<b>SF</b>

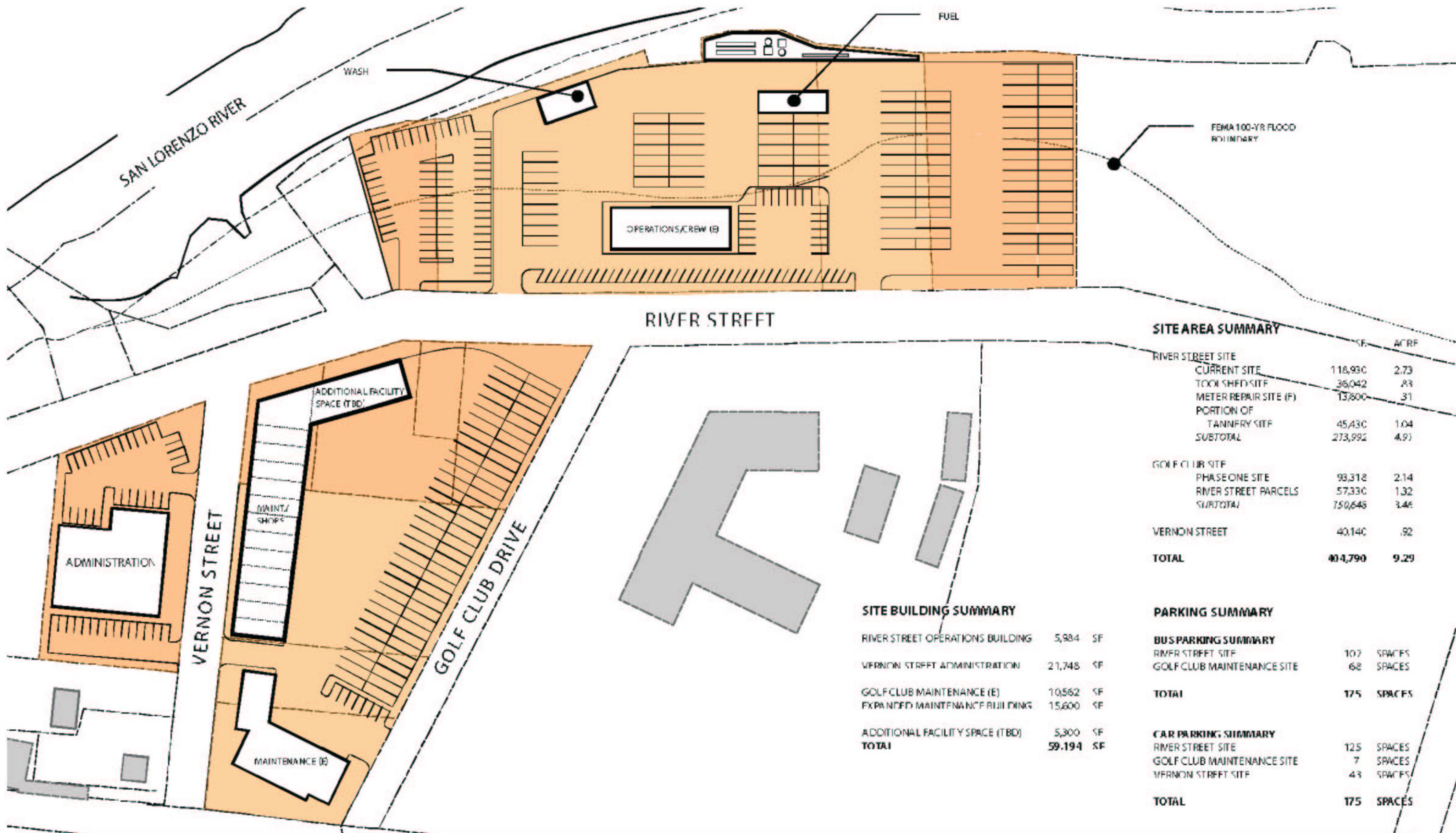
**PARKING SUMMARY**

<b>BUS PARKING SUMMARY</b>		
RIVER STREET SITE	68	SPACES
GOLF CLUB MAINTENANCE SITE	30	SPACES
<b>TOTAL</b>	<b>98</b>	<b>SPACES</b>
<b>CAR PARKING SUMMARY</b>		
RIVER STREET SITE	44	SPACES
GOLF CLUB MAINTENANCE SITE	7	SPACES
<b>TOTAL (DEDICATED)</b>	<b>51</b>	<b>SPACES</b>



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**SITE AREA SUMMARY**

	SF	ACRF
RIVER STREET SITE		
CURRENT SITE	118,930	2.73
TOOL SHED SITE	36,042	.83
METER REPAIR SITE (F)	13,800	.31
PORTION OF TANNERY SITE	45,430	1.04
SUBTOTAL	214,202	4.91
GOLF CLUB SITE		
PHASE ONE SITE	93,318	2.14
RIVER STREET PARCELS (SUBTOTAL)	57,330	1.32
SUBTOTAL	150,648	3.46
VERNON STREET	40,140	.92
<b>TOTAL</b>	<b>404,790</b>	<b>9.29</b>

**SITE BUILDING SUMMARY**

RIVER STREET OPERATIONS BUILDING	5,984	SF
VERNON STREET ADMINISTRATION	21,748	SF
GOLF CLUB MAINTENANCE (E)	10,562	SF
EXPANDED MAINTENANCE BUILDING	15,600	SF
ADDITIONAL FACILITY SPACE (TBD)	5,300	SF
<b>TOTAL</b>	<b>59,194</b>	<b>SF</b>

**PARKING SUMMARY**

<b>BUS PARKING SUMMARY</b>		
RIVER STREET SITE	107	SPACES
GOLF CLUB MAINTENANCE SITE	68	SPACES
<b>TOTAL</b>	<b>175</b>	<b>SPACES</b>
<b>CAR PARKING SUMMARY</b>		
RIVER STREET SITE	125	SPACES
GOLF CLUB MAINTENANCE SITE	7	SPACES
VERNON STREET SITE	43	SPACES
<b>TOTAL</b>	<b>175</b>	<b>SPACES</b>

# project understanding

## section 6.

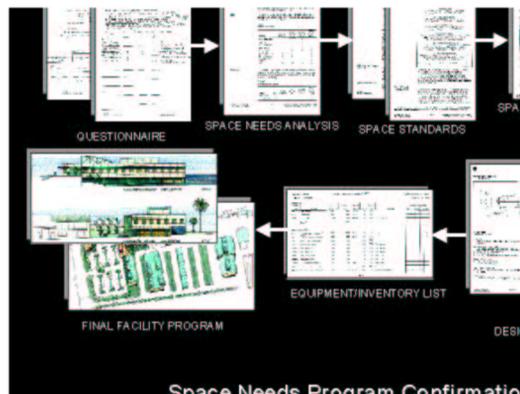


### Management Approach

RNL Design organizes our architects, planners and engineering consultants utilizing a "project team" approach. This project team operates under the direct supervision and management of our Project Manager, Chuck Boxwell, and Project Principal, Pat McKelvey. Mr. Boxwell has direct responsibility to the District Project Manager, thereby eliminating unnecessary layers of management and associated costs. Chuck will typically conduct biweekly progress meetings with his clients and will be in regular communication via telephone, fax and email to facilitate the exchange of information. Mr. Boxwell manages his projects with a "hands-on" approach and is personally involved in the planning, design and detailing of the project requirements. He conducts bi-weekly coordination meetings with all engineering consultants to facilitate communication, transfer of information and coordination between design disciplines. All communication with engineering consultants is conducted through Chuck, relieving the Client Project Manager from maintaining daily communications with consultants. We also utilize project websites for the storage, transfer and update of project related information such as drawings, reports, meeting agendas and minutes, etc.

This "hands-on" approach carries through all aspects of the project design, especially quality control. At RNL Design, quality control is not a phase of work during the design, or a department within the organization. It is a philosophy that permeates all aspects of our work and says we will provide the highest quality level possible within the constraints of budget and schedule for all services we provide to our clients. Documents are reviewed at each phase of the design, and prior to bidding, checked for coordination items between disciplines and constructability of the systems we detail. We approach the control of the project cost and the project schedule in the same way. Cost estimating and budgeting starts on day one of the project and carries through each phase. RNL Design is a local California firm, and we utilize local consultants, so that we are familiar with the local market conditions, the bidding climate, the local construction techniques, and the nuances of designing facilities in the local area. Our cost estimating consultant will be involved in each phase, starting at the on-site design session, and will lend assistance in evaluating alternate building systems, materials and techniques in order to assure a cost effective building solution.

RNL Design maintains an outstanding record of completing projects within budget and on schedule. Our record for meeting our client's project budgets and schedules is due not only to good cost estimating and value engineering, but also to our overall project management, project approach, and open lines of communication. Specific procedures employed by RNL Design to meet budgets and schedules include the following: defining an accurate scope of work, starting the project with a well-defined and detailed



# project understanding

## section 6.

program, utilizing the on-site design process, having a strong project management system, executing thorough quality control, using expert field observers during construction, and developing the spirit of teamwork throughout the project between the owner, architect, consultants and construction contractor.

### KEY PERSONNEL

The success of this project will be directly related to the quality of staff provided by the selected firm. We believe that our team is best prepared for the Operations and Maintenance project because of our experience, personnel, and our intricate understanding of the planning and design issues of this type of facility.

- RNL Design's key personnel were responsible for project management, planning and design of all the work done to-date for transit maintenance facilities designed by RNL in California. The team of Pat McKelvey, as Project Principal, Chuck Boxwell, as Project Manager, and Kate Diamond, Design Principal, will lead an established team of consulting engineers experienced with a number of similar transit maintenance facilities. There will be no learning curve with this team.
- RNL's Project Designer, Noam Maitless, will lead the task of developing a facility design aesthetic that will be in keeping with the District's goal for a high level of building and facility design that is appropriate for the Transit facility. Mr. Maitless is very familiar with SCMTD through his involvement on the Phase 2 Financial Feasibility Study prepared by RNL.
- Other team leadership will be provided by Russell Freeland, Project Coordinator, and Phil Allen to lead the Construction Administration tasks. Both have extensive background in maintenance facilities, project delivery, and construction techniques.
- The RNL Design team members are all knowledgeable with government regulations at the federal, state, and local levels, including zoning and building codes and Americans with Disabilities Act.
- Our motto is, "what you see is what you get." We are a hands-on organization, where principals assigned to the project are not simply figureheads that delegate work to draftsmen, planners, and other support personnel. The key personnel assigned to this project are senior level individuals who will provide daily management of the project, will attend all of the design sessions, and will take full responsibility for delivery of the project. This assures the SCMTD that the experience gained on similar projects will be used to best serve the needs of your facility.

The key personnel proposed by RNL Design for the SCMTD Operations and Maintenance Facilities will be committed to the levels proposed for the duration of the project. Key personnel will not be removed or replaced without the prior written concurrence of the District.



# project understanding

## section 6.

### **COST CONTROL**

The ultimate success of the design of the SCMTD Operations and Maintenance Facilities will be heavily influenced by the ability of the A/E team and the cost estimating consultant to provide the ultimate product within the constraints of a realistic budget identified by the District. For this project, we have chosen to utilize the cost estimating firm of Yuang Tai, Inc. (MBE).

During the design process, Yuang Tai will use a Construction Specifications Institute (CSI) format for providing preliminary and design development cost estimates. This format will create a "cost model" which will identify unit costs for elements and equipment identified in the project in sequential order similar to product identification in a project specification. The line items will identify material quantity survey units, to which unit material costs, labor and equipment will be applied.

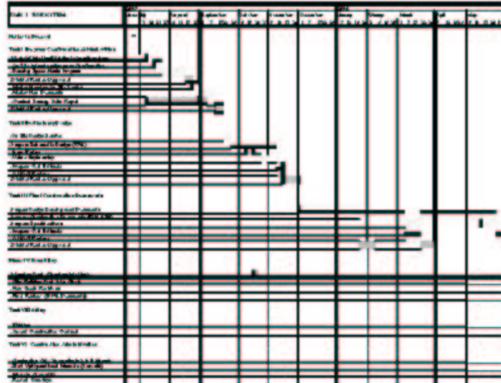
All estimates will include individual item unit costs for materials, labor and equipment. Sales tax, subcontractor's markups, general contractor's construction indirect, overhead and profit shall be listed separately. The estimate will separate the project's building costs from site and utilities costs. All estimates will be priced out at the current market conditions prevailing at the time of the estimate, subject to the application of prevailing cost indexes.

The estimate, based upon the referenced procedure, can be updated at any point in the design process with minimal disruption and an independent review of quantities and unit costs by an experienced, informed team member can be performed. If this system indicated that the construction costs would exceed the budget at any point, the RNL Project Manager would notify the District's Project Manager immediately. Potential alternatives to reduce costs may include changes in construction techniques, substitution of materials, deletion/modification of project elements, or phasing of improvements. Depending on the design stage, value engineering will also be employed to identify cost savings.

The cost consultant will provide detailed documented analysis of alternate systems and their related costs with the design team as value engineering consideration during the early stages of the design phases. This checks and balances system will provide the A/E team and the District with accurate direction for proceeding with building systems related to architectural, structural, mechanical and electrical systems that will meet the construction budget. As a safety valve mechanism, the A/E team will identify and establish a list of additive/deductive alternates and an acceptable construction contingency to augment the cost estimate. This will permit flexibility for additions or deductions in the event of a volatile construction bidding market.

# project understanding

## section 6.



### SCHEDULE MANAGEMENT

A CPM project schedule will be established jointly by Chuck Boxwell, RNL Design Project Manager, and the District, which identifies the design and planning tasks to be completed in each phase and the expected result. It is the design team's intention to document the conclusion for each phase, which delineates, in detail, the development of the project, its schedule and refinement of the proper budget. The District can systematically sign off on the completed project as it develops, assuring them that the project does, indeed, address the specific criteria of the program. By utilizing a method such as this, the entire design team, as well as the SCMTD, can monitor the progress of the design in a systematic manner.

### VALUE ENGINEERING

Value engineering is a systematized process, which eliminates wasted time and forces a methodical, common sense approach to saving money. Before "value" can be "engineered", however, it has to be established. This requires a team effort. Each owner will have different values. For some, front-end capital construction costs will be most important; for others, it will be long-term maintenance. Environmental considerations are high on some client value lists while external and internal security is critical to others. The project team must rate the importance of these elements to this particular project and the philosophy of the SCMTD.

From the start of each project, we establish reasonable costs for each building system. If an estimate on a particular design concept indicated a great deal of variance from our budget, we therefore have an indication that we have a good candidate for value engineering effort.

Value engineering is most effective when it is a rigorous and precise search through all the building systems and costs associated with the project; and when the owner and A/E team work to discuss alternatives at each point along the way. Most importantly, it is done early so that alternatives are clearly known and decisions can be made. From that point, it is done continuously to fine-tune decisions that result in cost optimization.

### QUALITY ASSURANCE/QUALITY CONTROL

Design coordination and quality assurance will be the direct responsibility of the Project Manager. Members of the design team are seasoned experts on site planning, building design, construction and constructability. Quality control reviews will be accomplished prior to all submittals and will focus on

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architectural/engineering conflicts; specification/drawing coordination, and constructability issues. Design coordination will occur as follows:

- The Project Manager and the engineering task leaders identify project tasks for development of the work plan. The work plan is flow charted to identify project interfaces. Tasks are identified and grouped to minimize potential conflicts. Priorities are established.
- Bi-weekly coordination/progress meetings are held between the Project Principal, Project Manager and task leaders to discuss progress and task interfaces. Attendance by the principal assures that required resources are always available for the project. Sub-consultant task leaders attend these meetings as required.
- All team members and tasks are performed on the same CADD system (AutoCAD 2002, Architectural Desktop 3). The team trades updated CADD files on the project website as revisions occur and design progresses.
- Using phone, facsimile, e-mail, and computer modem links for coordination and contact is continuously maintained with consultants. All sub-consultant material is submitted to RNL Design (3-5) working days prior to submission to the client to permit cross checking and coordination.

RNL Design maintains a Quality Control and Quality Assurance Manual for use on all its projects. The concept of the Quality Control and Quality Assurance program is:

- Maintain complete and accurate records of each phase and each task of the project in the prescribed file.
- Document all calculations by the Architectural/Engineering team member performing the calculations. Maintain all documentation in a calculation file.
- Independently check calculations by a review Architectural/Engineering team member.
- Prepare and document quantity take-off and cost estimates.
- All specifications will be prepared by one individual working with the project manager and engineers.
- The technical peer review committee inspects and reviews calculations and records.

In addition, the RNL Design team has commissioned the skills and capabilities of Sheehy Consulting, a consulting firm specializing in quality control and quality assurance programs on numerous occasions. Mr. Greg Sheehy, a licensed architect and seasoned quality control/construction administrator, will be responsible to the RNL Design Project Manager for complete and thorough QC and coordination checks through all architectural and engineering disciplines documents.

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### **COMPUTER AIDED DESIGN AND DRAFTING (CADD)**

As pioneers in the field of Computer Aided Drafting & Design (CADD), RNL Design uses the most progressive computer technology to provide creative planning and design solutions for our clients. RNL Design purchased its first system in 1981 and is perpetually upgrading and reconfiguring our equipment and software to accommodate technological advancements and to best meet the needs of our clients.

The CADD system has a wide range of capabilities including architectural documentation, interior design documentation, facility planning and management and three-dimensional modeling and rendering. Each operation fulfills a unique need in the planning and design process and is equally interactive to provide a comprehensive system.

RNL Design's CADD system is on the cutting edge of design and planning. The speed, accuracy and efficiency with which the system operates, frees the design professional from routine tasks thereby allowing more time to be spent in creative thought processes, and in judgment of alternatives and analysis—essential ingredients in good planning and design.

RNL Design utilizes AutoCAD 2002, and Architectural Desktop 3 software running on a local area network to our CADD stations (Pentium based PC's). We also utilize Microsoft Office Professional software for administrative and management functions. All documents related to this project will be prepared utilizing our CADD system. Therefore, at the completion of the project, RNL Design could provide the SCMTD with disks of drawing files and specifications in addition to hard-line copies.

RNL Design also utilizes project based websites for the storage, transfer and update of project related information such as drawings, reports, meeting agendas and minutes, etc. With this tool, all members of the project team, including the District, consulting engineers, contractor, etc. have access to drawings and data relatively easily through password protected log-ins.



### **ON-SITE DESIGN SESSION**

A major element of the RNL performance strategy is the on-site design sessions, a one-week long design process, which brings all of the decision-makers together to interact with the design team. RNL utilizes this process on virtually every project, and has employed it effectively on those projects where a design consultant is on board to create the initial master plan for the project and to develop implementation and phasing strategies.

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Our on-site design process serves as the mechanism where the diverse design talents and experience of our team players, the client and the users join together in an intense process of conceptual design. The session is concentrated in one week, away from phones, messages and the day-to-day diversions of the office. Through this process, RNL Design brings together the decision-makers and the design team to develop the building's component parts and systems, creating a comprehensive, coordinated preliminary design package that meets the budgeted program and identifies critical elements early in the design process that are necessary to proceed with construction documents.

The on-site process brings our "top-performers" together to efficiently and dynamically solve the owner's specific design criteria. By working together in this intense setting, a total team relationship is built which carries over throughout the entirety of the job. This is particularly important when working with agency officials who need to be brought into the process early and who must quickly establish a working relationship with the design team. This process gives the owner and consultants a much better understanding and commitment to the project, which results in a consensus among all of the stakeholders.

The people assigned to this effort are creative conceptual people with experience in the overall systems and the needs of this type of project. We expect our architects and engineers to understand the alternatives available in a conceptual manner so that undue time is not expended "reinventing the wheel". For example, this process allows us to focus upon the most appropriate structural system quickly without having to completely analyze systems which we already know are inappropriate for the building's floor plate size, program, budget and construction schedule.

On the basis of our work, we would propose to creatively solve your specific needs in quick response to meet a critical schedule. The essence of this philosophy is to ultimately put us in the position of the client—to understand the priorities of an owner and the needs as to budget, level of quality, schedule and image. During the construction document phase, the design team will refine the concepts developed during the on-site design session and will work with you as the owner, to refine the building systems and costs.

#### **STATE AND FEDERAL PROCEDURES**

RNL has planned and designed over 30 transit agency facilities, which were funded in whole or in part by Federal or State funds. We are up to date and knowledgeable of these funding sources and their respective procedures and requirements. RNL Design is a California based firm with extensive experience planning and designing facilities within local jurisdictions



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throughout the State. In addition, each of our sub-consultants are based in the local area, including several in the Santa Cruz area.

### **SUSTAINABLE DESIGN STANDARDS**

RNL Design has a long-standing reputation for providing socially and economically conscious design. In the coming years, the awareness of energy conservation, as an integral design philosophy, will become the norm for the industry. RNL Design has been designing facilities with energy conservation in mind since the 1970's. Techniques such as building orientation for wind protection and sun shading, use of natural daylighting, energy saving roof systems, and energy and natural resources saving fixtures and equipment have been integral to our designs for many years.

Recently, we have embraced the ideas of incorporating recycled and recyclable materials in our project designs. RNL Design believes that Architects need to be leaders in the community related to energy conscious and sustainable design. We also believe that our clients, such as cities, transit agencies and other public agencies should be leaders in this area, as well, and set an example in their communities.

RNL will take a leadership role for the Operations and Maintenance Facilities project by establishing early in the project specific goals and objectives with the District for sustainability and possible LEED certification. It becomes critical to set these goals early and to communicate them to the entire Project Team so decisions on building and system design are made with these goals in mind.

For us, sustainability is more than a set of guidelines and principles. It is a passion, and a belief system. Every stage of our work is infused with these values. From the inception of each project we educate our clients and the public about the ecological, financial and market benefits of sustainable choices. With every design we employ these ethics by recommending planning approaches, design solutions, and construction procedures for:

1. Minimal Environmental Impacts
  - Non-toxic or harmful contents
  - Alternate fuels/pollution reduction
  - Recycled building materials/waste reduction
2. Resource Conservation
  - Building materials using renewable resources
  - Recycled building materials
  - Passive/energy efficient design
3. Energy Conservation
  - Optimum thermal envelope

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- Efficient appliances, equipment, and systems
- Conservation controls and management systems

As a specific example, RNL has completed the design of a project for the City of Glendale Beeline Transit, which implemented sustainable planning and design principles. The Beeline Operations and Maintenance Facility includes new facilities planned and designed with an attitude towards energy efficiency, use of recycled building materials, energy efficient mechanical/electrical systems, the use of energy saving roof systems, the extensive use of natural daylighting, the use of alternative fuels and the extensive use of a photovoltaic array for on site energy generation.

For energy efficiency in facility design, it is RNL's policy to design facilities that fully satisfy client needs and incorporate economical energy conservation systems and features. Implementation of features and systems will be guided by energy conservation criteria, including total energy usage, economic first cost factors, location, site condition, available utilities, and the applicable codes and regulations.

Our design standards include the most up-to-date innovations and technology in energy conservation and energy reduction. We recognize the importance of operations and maintenance dollars that are spent each year on utility expense. Each design, for new construction or renovation, assesses and recommends the following optimum energy efficient features:

- Appliances (Low Energy/Low Water Usage Appliances, Office Equipment)
- Low Flush Toilets
- Lighting, including solar, natural, and compact fluorescence
- Improved Thermal Envelope, including insulation, windows, doors, and building orientation
- Landscape Materials designed for low water usage, low maintenance and drought tolerance
- Up-to-Date Mechanical and Electrical Systems including:
  - Direct digital controls for HVAC control, energy management and lighting control
  - Variable air volume systems with occupied/unoccupied controls
  - Variable frequency drives on HVAC equipment
  - Electronically ballasted fixtures with T8 lamps
  - Thermal Storage (ice) to reduce mechanical refrigeration size and demand charges
  - Occupancy sensor-based control for VAV terminal units
  - Air-side economizer upgrades
  - Water-side economizers using a flat plate heat exchanger for computer room cooling
  - Integrated lighting and HVAC controls
  - Conservation Cycling
  - Conductive Heat Issues and Air Infiltration
- Infrastructure Integrity

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- Fuel Switching
- Use of Recycled Building Materials
- Individual Metering
- Passive Ambient Heating and Cooling
- Passive Water Heating Systems
- Rainwater Collection
- Gray Water Recycling
- On-site Recycling Programs
- Resource Conserving Plumbing Fixtures
- Natural and Low Energy Supplemental Light Sources

We also provide quality interior designs and layouts, which are suited to today's lifestyle and special needs. We specify quality materials, which minimize future maintenance, repair, and replacement; prescribe the use of recovered and recycled materials, when cost-effective; and allow for increased quality of life for residents.

This aspect of the sustainable design work ethic engages creative forces that communicate values to clients and the public. Each design is an opportunity for continuing education and interpretation of significant issues facing the people of the twenty-first century. The SCMTD will achieve a high level of sustainable design for the Operations and Maintenance Facilities from the RNL Design Team.

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### Technical Approach

We have developed the following Work Plan based upon our experience in planning and designing similar transit facilities, as well as our knowledge and understanding of the specific requirements of Santa Cruz Metropolitan Transit District's bus maintenance, operations, and administration facility. The initial work (Program, Master Planning, and Preliminary Design) will address the full build-out requirements of the District while the implementation work (Final Design through Construction) will include only the first construction contract scope.

The Scope of Work has been divided into six Tasks as follows:

Task I	Program Confirmation and Site Master Plan
Task II	Preliminary Design
Task III	Final Construction Documents
Task IV	Permitting
Task V	Bidding
Task VI	Construction Administration

#### **TASK I PROGRAM CONFIRMATION AND SITE MASTER PLAN**

The purpose of the Program Confirmation and Site Master Plan Task will be to review with SCMTD representatives and users the space needs of each of the departments and user groups within the organization. From this new program document, the Consultant will develop a Site Master plan for the expanded facility.

##### A. Orientation Meeting

The Consultant will conduct an orientation/kick-off meeting for all of the key SCMTD representatives to explain the process and how each person can participate most effectively.

##### B. Interview Key Staff

The Consultant will convene the first on-site planning session to review and confirm the space needs of SCMTD utilizing previous studies and program information as a point to begin analysis of your current needs. Interviews of approximately 1 hour in length will be held with each of the identified departments/divisions to verify the needs, requirements and current operating procedures for each group. Typically, these interviews focus on identifying the number of staff, vehicles and equipment, and the type of work each person is involved in, storage requirements, support space requirements, the function and responsibilities of each department, the departments with which there is significant interface, etc. Specific information to be gathered and discussed during the on-site interviews will

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include, but not be limited to:

- Review current and projected staffing for Administration, Operations and Maintenance.
- Review training and conference room needs.
- Review employee support space needs including shower and locker areas, break rooms, fitness room, quiet rooms, etc.
- Determine number, size and type of workstations, offices and support spaces.
- Review frequency of vendors and visitors to Administration, Maintenance and other areas.
- Review dispatch requirements.
- Review requirements for repair and special use bays.
- Review maintenance support space needs such as lube room, battery room, parts room, common work areas, etc.
- Review shops space needs including component rebuild, facility maintenance, etc.
- Review fueling requirements such as types (including alternative fuels), frequency of fueling, fuel management systems, etc.
- Review washing, cleaning and detailing requirements.
- Review storage and warehousing requirements.
- Review site and building security requirements.
- Determine parking requirements for SCMTD vehicles, buses, employee vehicles, visitor vehicles and delivery vehicles.
  - Determine alternative fuel system requirements and preferred fuel type.

### C. Verify Data on Existing Vehicles/Equipment

Data on all vehicles or equipment to be maintained will be verified based upon information provided to Consultant by SCMTD. Data to be included in the Vehicle/Equipment inventory are make, model, dimensions, weights, quantities and operating characteristics.

### D. Analyze Growth Data

The Consultant will analyze the growth data provided by SCMTD and will make staff and space projections based upon the growth in population, service zone, fleet size, staff size, and comparison to industry standards. This effort will be a confirmation of the previous studies.

### E. Prepare Space Program

Based upon the information learned through the questionnaires, interviews, review meetings, and growth analysis, the Consultant will develop the space needs program for the Administration, Operations and Maintenance Facility. Included in this program analysis will be existing square footage, the amount

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currently required, and the projected area to meet growth over the next 20 years. Space will be programmed for interior space (offices, shops, maintenance, warehouse, etc.) exterior covered spaces (canopy covered storage for materials or vehicles) and exterior spaces (employee parking, SCMTD vehicle parking, bus parking, visitor parking, material storage). The space needs program will be submitted in preliminary form for review by SCMTD.

#### F. Prepare Final Facility Program

Upon completion and review of all work included above, the Consultant will prepare a Final Facility Program Document. This document will include a narrative description of all functional areas and operations, staff and vehicle projections, the space program, equipment inventory, and equipment list.

#### G. Prepare Site Survey

The Consultant will prepare a site survey, which will include topography, boundaries, utilities, etc. SCMTD will provide title report for the Consultant's use.

#### H. Prepare Geotechnical Report

The Consultant will conduct a geotechnical and soils investigation report for the benefit and convenience of the District.

#### I. Site Master Plan

After completion of the Space Needs Program, the Consultant will develop a Site Master plan and conceptual building floor plans during the second on-site planning session. This master plan will focus on the functional and operational aspects of the proposed site, including vehicle circulation and access, building configurations and layout, number and size of work bays and shops, workflow, location of support functions, fuel and wash facilities, parking, phasing and implementation of the proposed master plan, and similar issues. Sequencing of the construction, including "work-around" plans will be developed as part of the master planning work. Even though the District will be "self permitting", the Consultant would recommend courtesy participation by the City Planning and Building Departments during the review sessions.

#### J. Develop Master Plan Drawings

The Consultant will generate Site Master plan and conceptual building plans, which respond to the comments and issues raised during the review meetings. In addition, a summary of the master plan issues will be developed. This summary will be submitted to Santa Cruz Metropolitan Transit District for review and comment.

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### K. Prepare Opinion of Probable Cost

The Consultant will prepare a conceptual project budget based upon the master plan and will present it to SCMTD for review and approval.

#### Deliverables:

Final Space Needs Program

Site Master Plan

Conceptual Building Plan Drawings

Site Survey

Geotechnical Report (for the City's benefit)

Project Budget

### **TASK II PRELIMINARY DESIGN (PHASE I & PHASE II)**

The purpose and objective of the Preliminary Design Task will be to develop the design of the SCMTD facility and to prepare the design in such detail to insure that the functional requirements are met, and that the overall building size, massing, materials, and major design elements are established. The Preliminary Design effort will be conducted for the ultimate build out of the facility. The specific work of Task II is as follows:

#### A. On-Site Design Session

The Preliminary Design will commence with a several day on-site design session to be held at Santa Cruz Metropolitan Transit District to develop the actual design of the administration, operations, maintenance, fuel and wash facilities and associated site improvements. During this design session, the site plan, building floor plans and elevations will be developed to finalize layouts, massing and materials. Throughout the week, the RNL Design team will develop alternative layouts and designs, which will then be reviewed with SCMTD's Review Committee each day. During the daily reviews, the various design opportunities and constraints of each alternative will be identified and discussed. As the week progresses, alternative functional plans and elevations of the buildings will be prepared, reviewed, and refined until a consensus has been achieved as to the project design concept.

#### B. Prepare Preliminary Design Plans

At the completion of the on-site design session, the RNL Design team, including our civil engineer, landscape architect, structural engineer, mechanical engineer, electrical engineer, alternative fuel system consultant, maintenance equipment consultant, and communications consultant will begin the Preliminary Design drawings, which are intended to define the various components of the project. During this task, the dimensions of the building will be tied down, and the building design will be refined to include size and type of all openings, materials, type of structural, HVAC, electrical systems, communications, etc.

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### C. Prepare Equipment List

The Consultant will inventory existing equipment and will prepare a detailed list of all shop equipment to support maintenance activities in the vehicle maintenance building and fuel and wash facilities. This list will be developed by functional area including maintenance bays, parts room, lube and compressor room, fuel island, wash bay, etc. All quantities will be identified and costs of new pieces of equipment will be developed.

### D. Prepare Design Criteria

The Consultant will prepare the design criteria to be used for planning and designing the new facilities. The design criteria will identify preliminary functional requirements for building systems including architectural, structural, mechanical, electrical and plumbing such as:

- Establish clearance requirements throughout the project.
- Functional areas and equipment to be included on an emergency power generating system.
- Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
- Lighting levels and type of lighting for each functional area within the operations and maintenance building.
- Ventilation requirements for each functional area including repair bays, maintenance shops, lube and compressor room, battery room, chassis wash areas, and lower level work areas.
- Minimum design temperatures for heating and cooling for each functional area.
- Alternative fuels criteria including detection, exhaust and fire protection

### E. Peer Review

The Consultant will assist SCMTD in the FTA Peer Review process. RNL Design and the appropriate consultants will conduct a one-day meeting with SCMTD's peers to review the project scope, design, and budget prior to the Final Construction Documents phase. We will make appropriate adjustments to the design based on the review comments.

### F. Prepare Opinion of Probable Cost

The Consultant will prepare an estimate of probable construction cost based upon the preliminary design drawings and will present it to SCMTD for review and approval.

### G. Value Engineering

The Consultant will conduct a value engineering process with SCMTD and our consultants to analyze alternative systems and materials for the project. The Consultant will respond to VE proposals as recommended by the VE team.

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### H. Conduct QC Review

The Consultant will conduct a quality control review of the Preliminary Design documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications and maintenance equipment, and will be performed by the Consultant's Technical Review Group.

#### Deliverables:

- Preliminary Design Drawings, including construction sequencing and "work-around" plans
- Equipment List
- Design Criteria
- Cost Estimate

### **TASK III FINAL CONSTRUCTION DOCUMENTS (PHASE I)**

The purpose and objective of the Final Construction Documents Phase is to develop the approved preliminary design into more detail to fix and describe the size, character and quality of the Phase I project as to civil, architectural, structural, mechanical, electrical, alternative fuel systems, maintenance equipment, and landscape systems and materials. The Construction Documents will consist of drawings and specifications in sufficient detail to permit competitive bidding by General Contractors for the work. Construction Documents will be prepared for Project Phase I work only. The specific work of Task III will include:

#### A. Prepare Design Development Drawings

The Consultant will prepare design development drawings based upon the City approved Preliminary Design package. The Design Development drawings will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2000 software.

#### B. Prepare Construction Drawings

The Consultant will prepare detailed construction drawings under the direct supervision of an architect and engineers licensed in the State of California, which will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system, and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2000 software. Specific work will generally include but not be limited to:

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- Architectural drawings including but not limited to site plan, floor plans, building elevations, building sections, wall sections, building details, roof plan, room finish schedule, door schedule and details, window details, millwork details, etc.
- Civil engineering drawings including but not limited to off-site and on-site improvements, grading and drainage plan, utility plan, geometric layout plan, site details, calculations, etc.
- Construction sequencing/phasing plans, with milestone timing requirements, will be developed and documented in the bidding documents with requirements for maintaining District operations throughout construction.
- Landscape Architectural drawings including but not limited to landscape plan, irrigation plan, plant material schedule, planting details, site furnishings, exterior signage/details, etc.
- Structural engineering drawings including but not limited to foundation plans, floor framing plans, roof framing plans, lateral bracing, details and schedules, calculations, etc.
- Mechanical engineering drawings including but not limited to HVAC plans, plumbing plans, mechanical room layout plan, mechanical schedules, plumbing riser diagrams, HVAC details, fixture/equipment schedules, etc.
- Electrical engineering drawings including but not limited to power plans, lighting plans, one-line diagram, light fixture schedule, telephone/computer outlet locations, panel schedules, etc.
- Alternative fuel system drawings and performance requirements.
- Communications systems drawings including but not limited to equipment layout drawing, site plan, system details, etc.
- Equipment drawings including but not limited to equipment layout drawing, utility coordination drawing, process piping plans and details, fuel system plans and details, etc.
- Interior design drawings including interior elevations, interior finish plans, interior details, etc.

### C. Specifications

The Consultant will prepare the Technical Specifications for all elements of the project prepared in the CSI 16 Division format. The specifications will identify a minimum of three products or manufacturers, if required, except where it has been determined to benefit the project to select a proprietary or sole-source item.

### D. Project Manual

The Consultant will prepare the Project Manual in coordination with the District's Project Manager including Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond, Sample Construction Contract, General Conditions, Supplementary Conditions, and the Technical Specifications. The District's standard forms, contracts, bond and other standard material will be used as required.

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### E. Opinion of Probable Cost

The Consultant will prepare a final Estimate of Probable Construction Cost on a line item/unit cost basis for the entire project. This estimate will be prepared when the documents are 100% complete and will be submitted for review following the completion of the Construction Documents.

### F. Conduct QC Review

The Consultant will conduct a quality control review of the Construction Documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications, alternative fuel system and maintenance equipment, and will be performed by the Consultant's Technical Review Group.

#### Deliverables:

- Design Development Drawings
- Construction Drawings
- Project Manual including Specifications
- Estimate of Probable Cost

## **TASK IV PERMITTING**

The purpose of the Permitting TASK is to allow the Architect and Consultants the necessary time to ensure that all design work conforms to the requirements of each governmental or regulatory agency that has jurisdiction over the project. It is our understanding that SCMTD will be the "permitting agency" with the City of Santa Cruz providing document review and inspection during construction.

The work of this TASK actually begins in Phase I of the project and is continuous throughout the design, but has broken out as a separate TASK to call attention to the significant effort that is required to complete this work. The specific work of this TASK includes:

- Meet with SCMTD, the City of Santa Cruz, and/or other applicable regulatory agencies that have jurisdiction over the project to bring them up to speed with the project requirements.
- The Consultant will meet with the City Planning Department in order as a courtesy to receive input/advice and concurrence on planning and zoning issues. Planning Commission courtesy presentations will be made if requested by the District.
- Submit the completed construction drawings to the appropriate regulatory agencies including building and fire departments, etc. for permitting. Answer questions of the regulatory agencies as necessary.
- Revise drawings, specifications and other construction documents as necessary until final approval has been granted by the required regulatory agencies.

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Deliverables:

- Plan Check Approvals

### **TASK V BIDDING**

The purpose of the Bidding Phase is to assist the Construction Manager and SCMTD in selecting and contracting with a reputable General Contractor based upon a competitive bidding process. The specific work to be performed will include:

#### A. Attend Pre-Bid Conference

The Consultant will attend a Pre-Bid Conference for all interested bidders in an effort to familiarize the bidders with the proposed project, and to answer questions as necessary.

#### B. Provide Interpretations, Clarifications and Addenda

The Consultant will provide written interpretations and clarifications during the bidding period as necessary. In addition, the Consultant will prepare written addenda as needed for the project during the bidding phase.

#### C. Review and Evaluate Bids

The Consultant will assist the SCMTD and Construction Manager in reviewing all bids, will tabulate the bids and will provide a recommendation regarding the bids and award of contract.

Deliverables:

None

### **TASK VI CONSTRUCTION ADMINISTRATION**

The purpose and objectives of the Construction Administration TASK is to endeavor to assist the District's Construction Manager to provide SCMTD assurance that the project is constructed in accordance with the approved construction documents. The specific work to be performed will include:

#### A. Pre-Construction Meeting

The Consultant will attend the Pre-Construction meeting to establish the coordination/communication policies and procedures.

#### B. Construction Site Visits

RNL Design will make regular visits to the site, averaging one visit per week, for the purpose of observing the progress and quality of work. In addition, each of RNL Design's consultants (civil, structural, mechanical, electrical, landscape, communications, maintenance/equipment) will make site visits at the appropriate stages of construction for their particular discipline.

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#### C. Attend Construction Coordination Meetings

RNL Design will attend weekly construction coordination meetings in conjunction with the District Project Manager, Construction Manager, and the General Contractor. Each of our consultants will also attend coordination meetings at the appropriate stages of construction for their particular discipline.

#### D. Provide Consultation and Assistance During Construction

During the construction of the project, the Consultant will provide interpretations and consultation as needed. In addition, the Consultant will render decisions as needed in a timely manner in an effort to assist the General Contractor to maintain the timely completion of the project.

#### E. Material Testing Services

The Consultant will provide material testing services, for the benefit and convenience of the District, as required by the Construction Documents and regulatory agencies having jurisdiction over the project. An allowance will be established for the testing agency's scope and fee for services before construction commences with only the level of testing required being provided during construction.

#### F. Review Shop Drawings and Submittals

The Consultant will receive, review, and take appropriate action on all required submittals made by the General Contractor including shop drawings, material samples, mix designs, product literature, etc.

#### G. Review Pay Requests, Change Orders, etc.

The Consultant will review the General Contractor's pay requests, change orders, field orders, claims for additional time and other such data and will make recommendations to the City for action.

#### H. Conduct Punch List and Final Inspection

The Consultant will conduct a "punch list" inspection prior to signing off on the Certificate of Substantial Completion. The "punch list" will identify work items, which must be corrected or completed. Upon successfully correcting and completing all the items on the "punch list", or making satisfactory arrangements for their completion, RNL Design will execute the Certificate of Substantial Completion. RNL Design will then conduct a Final Inspection at the appropriate time to ensure that all "punch list" work has been completed.

#### I. Record Drawings

Following the completion of the Project, the Consultant will prepare a reproducible set of record drawings showing the significant changes in the work made during construction based upon marked-up prints and other data furnished from the General Contractor.

# technical approach

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### J. Facility Maintenance Manual

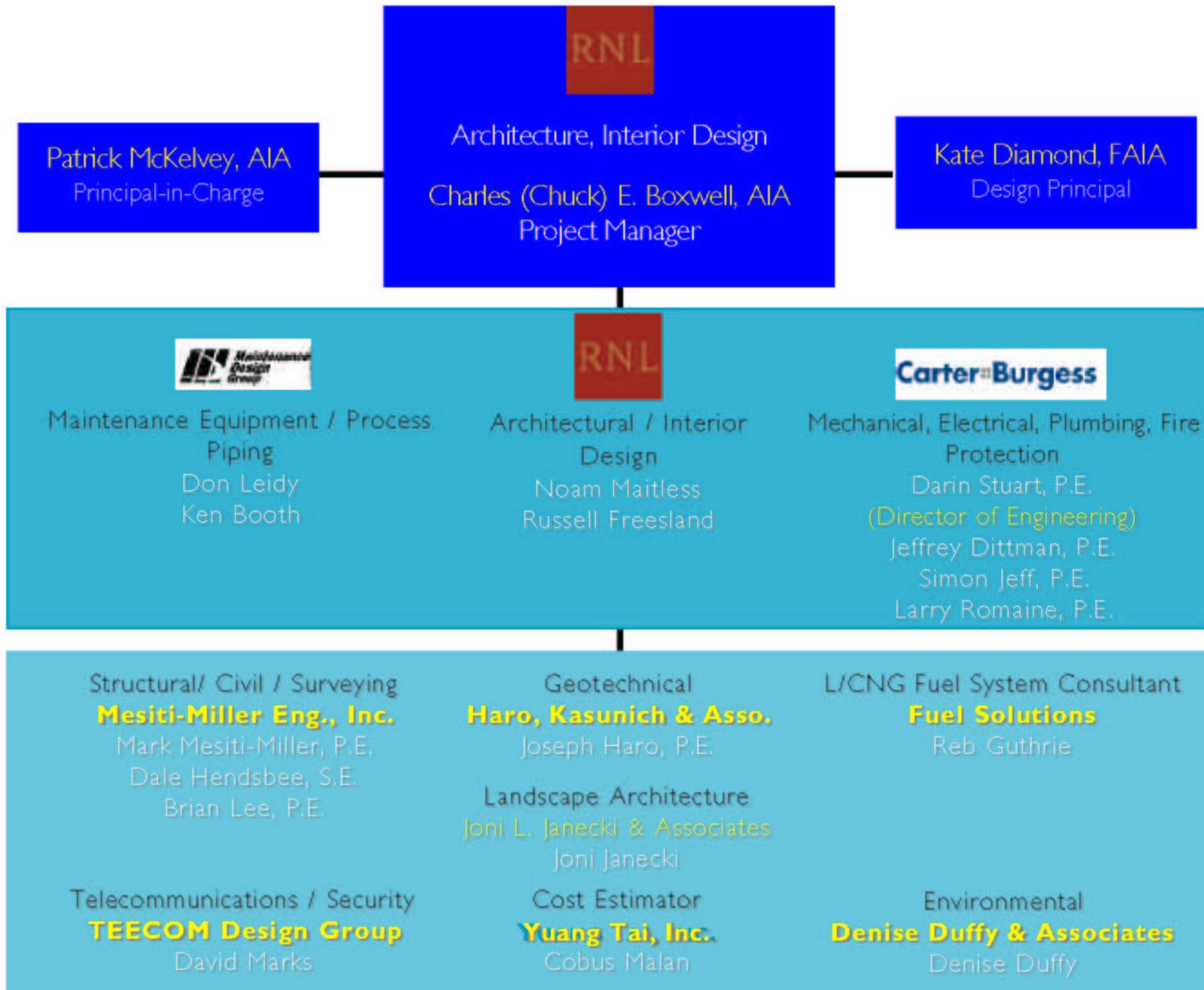
Following the completion of the Project, the Consultant will prepare a facility maintenance manual, which details the required maintenance procedures and schedule of activities for all components and equipment at the facility.

#### Deliverables:

- Construction Reports
- Material Testing Reports
- Copies of Construction-Related Documents
- Record Drawings
- Facility Maintenance Manual

# project staffing

## section 8.a. 1



RNL has assembled an extremely qualified Team for the Santa Cruz Metropolitan Transit District's (SCMTD) MetroBase project. The Project Team leadership is provided by: Patrick McKelvey as the Principal-in-Charge; Katherine (Kate) Diamond as the Design Principal and Charles (Chuck) E. Boxwell as the Project Manager. Providing more than 70 years of experience in similar projects, Pat, Kate and Chuck form a leadership Team that assures the SCMTD of a high-level expertise, talent and continuity for the new Operations and Maintenance Facility (MetroBase).

The selected sub-consultants complement RNL's capabilities and complete the expertise required to provide design services responsive to SCMTD's needs. They have been selected for the specific expertise and project experience for the District's new MetroBase as well as similar projects for other public agencies. Additionally, this Team has worked together in the past on similar projects and will provide the District with a high level of professional service and expertise, assuring successful project implementation. Many of the sub-consultants are Santa Cruz based firms and qualified and knowledgeable of the local issues and conditions.

## project staffing

### section 8.2

#### **Patrick McKelvey, AIA**

Principal-in-Charge

**RNL Design**

Education

MA, University of Michigan, 1981

BS, University of Michigan, 1979

Patrick M. McKelvey is a Principal of RNL and leads the transportation studio in the Los Angeles office. His experience includes more than 30 corporate yard, maintenance facilities and transit projects as well as public works facilities, parking structures, office buildings and corporate office interiors. Mr. McKelvey is responsible for the day-to-day operations of the Los Angeles office of RNL. As Principal-in-Charge, he will insure that the firm's resources and expertise are available to complete the project on schedule and within budget.

#### **Charles E. Boxwell, AIA**

Project Manager

**RNL Design**

Education

BA, University of Colorado, 1972

Charles E. (Chuck) Boxwell is a registered architect with more than 30 years of experience providing project leadership and architectural planning/design services to public and private clients. His experience includes civic, institutional, transportation, and commercial institutions with construction value of more than one billion dollars. Mr. Boxwell specializes in providing a high level of professional service to his clients and effective leadership to the entire project team. Chuck has a great deal of experience working with operations and maintenance projects. He was the project manager for the Chula Vista Corporate Yard, Antelope Valley Transit, Santa Monica Corporate Yard, and Santa Monica BBB LCNG Fuel and Wash Facility projects.

#### **Katherine Diamond, FAIA**

Design Principal

**RNL Design**

Education

BA, The Technion, The Israel Institute of Technology, 1977

As Design Principal, Kate Diamond will work directly with the SCMTD and RNL's project team to analyze the program and translate it into creative and functional planning and design solutions. Since joining RNL in 2002, Kate has been heavily involved as the Design Principal for the Glendale Beeline Bus Maintenance Facility and Taylor Yard projects. The projects were designed to be sensitive to the neighboring uses and to be highly sustainable, energy efficient facilities.

#### **Noam Maitless**

Project Designer

**RNL Design**

Education

MA, Architecture, Harvard University Graduate School of Design, Cambridge, MA 1991-1995

M of Arts in Modern Thought & Literature,

Stanford University, Palo Alto, CA,

BA, English Literature Humanities, Stanford

University, Palo Alto, CA

In his seven years of experience, the culture surrounding projects has greatly influenced Noam C. Maitless. Prior to joining RNL Design's Los Angeles office, Noam did design, planning and consulting for schools, retail space, commercial interiors, and residences. At RNL Design, he has had project designer roles on a variety of operations and maintenance projects to include: Placer County, Glendale Beeline Transit Operation and Maintenance Facility and CNG Fueling Facility, Santa Cruz MTD Feasibility Study, and Taylor Yard projects.

## project staffing

### section 8.2

#### **Russell Freesland**

Project Coordinator

**RNL Design**

Education

Bachelor of Science, Woodbury University, 1997

Russell Freesland is one of RNL's most experienced CADD Project Coordinators in maintenance facility projects. Since joining the firm in 1998, he has developed expertise in the design of transit facilities, and vehicle maintenance facilities. Mr. Freesland's representative work includes projects such as: Glendale Beeline Transit Operation and Maintenance Facility and CNG Fueling Facility, Foothill Transit Irwindale Operations and Maintenance Facility, Riverside Transit Agency Perris Facility, City of Norwalk Transportation and Public Services Facility, and City of Santa Monica Corporation Yard Master Plan, and Norwalk Transportation and Public Services Facility.

#### **Ken Booth**

Process Piping

**Maintenance Design Group**

Education

University of Colorado at Boulder, Colorado, 1996

Bachelor of Environmental Design

Ken Booth is a Senior Facility Planner with Maintenance Design Group. His principal responsibilities include programming, preparation of facility master plans, facility conceptual designs, and equipment selection and coordination. He has worked on over 50 projects involving the planning and design for municipal facilities with fleets ranging from 100 to 2,000 vehicles, and transit bus and rail maintenance facilities with fleets ranging from 15 to 500 buses and rail vehicles. Ken was MDG's Project Manager for the Chula Vista Corporate Yard Master Plan. He was responsible for developing a macro-level space needs program, prototypical site master plan, and the equipment budget.

#### **Mark Ellis**

Sr. Maintenance Consultant

**Maintenance Design Group**

Education

B.S., Geography--Urban Emphasis  
Stephen F. Austin State University, 1988

Mark Ellis is a Senior Project Manager, planner, and functional design specialist with Maintenance Design Group. His principal responsibilities include preparation of facility master plans, facility conceptual designs, site selection studies, facility design criteria, equipment selection, specification and layout, and construction documents. Mark has participated in facility design on more than 60 projects, including planning and design of more than 25 transit maintenance facilities with fleets ranging from 50 to 250 standard and articulated buses, more than 35 municipal facilities for fleets of 50 to 2,800 vehicles, and several school district vehicle and building maintenance facilities throughout the United States.

#### **Jeffrey Dittman, PE**

Mechanical Engineer

**Carter & Burgess**

Education

B.S., Engineering Technology, 1984,  
California Polytechnic State University  
San Luis Obispo

Mr. Dittman provides comprehensive mechanical engineering expertise in heating, ventilation and air-conditioning design. Having served as a mechanical contractor, he has a thorough understanding of mechanical construction as well as design. His design/build experience enables him to offer knowledgeable engineering and construction cost estimates and efficiently coordinate projects. He successfully interacts with the client to provide cost-effective, practical designs that meet project and budget objectives.

## project staffing

### section 8.2

#### **Simon Jeff, PE**

**Electrical Engineer**

**Carter & Burgess**

#### Education

B.S. Electrical Engineering Technology, CA  
State Polytechnic University, Pomona,  
1986

Mr. Jeff's electrical engineering experience includes a wide variety of projects in the commercial, correctional, educational, financial, governmental, manufacturing, medical, recreational, retail, telecommunication and transportation sectors. His project experience in California, Washington and the United Kingdom has provided Mr. Jeff with an understanding of diverse methods of system design. He offers careful planning of work execution and a focus on quality.

#### **Larry Romine, PE**

**Fire Protection Engineer**

**Carter & Burgess**

#### Education

M.S. / 1984 / Engineering  
B.S. / 1974 / Fire Protection & Safety  
Engineering

Mr. Romine has more than 25 years of experience in the area of fire protection and life safety engineering including design and consulting for a variety of building facility types, engineering for fire insurance rate-making organizations, and engineering in support of petrochemical operations.

For building facilities, he has provided code consulting to assist in documenting that design solutions comply with building and fire codes, as well as providing performance-based alternatives to literal compliance with prescriptive code requirements. He has also provided system evaluation, design concepts and construction documents for fire suppression and fire detection/alarm systems including foam systems and fire water pumping and distribution systems..

#### **Mark Mesiti-Miller, P.E.**

**Structural Engineer**

**Mesiti-Miller Engineering, Inc.**

#### Education

B.S. Architecture.  
Cal Poly, San Luis Obispo

As the principal engineer of Mesiti-Miller Engineering, Mark Mesiti-Miller directs the entire staff in the creative engineering design work for which the firm has become well known. Mark's passion for exceptional design has resulted in several awards for excellence including a 2003 National Finalist Award for Engineering Excellence from the American Council of Engineering Companies, a 2002 Excellence in Engineering Award from the Structural Engineers Association of Northern California and a 2002 Honor Award for Engineering Excellence from the Consulting Engineers and Land Surveyors of California..

#### **Dale Hendsbee, S.E.**

**Sr. Structural Engineer**

**Mesiti-Miller Engineering, Inc.**

#### Education

MS., Civil Engineering  
University of California, Los Angeles

Dale Hendsbee has over 18 years of experience as a design engineer; seven years with MME. Dale's primary expertise is the structural design of institutional, educational, commercial, and industrial facilities; including retrofit and rehabilitation of existing structures. As a graduate student at UCLA, he completed his field of study in the Earthquake Engineering program. Dale will be the Structural Engineer for this project.

## project staffing

### section 8.2

**Brian C. Lee, P. E.**

**Civil Engineer**

**Mesiti-Miller Engineering, Inc.**

Education

MB., Business Administration  
University of Phoenix, Fountain Valley

Brian Lee leads the civil engineering department. Brian has over 11 years of experience as a design engineer; nine years working for municipalities and two years with MME. Brian has worked in a wide variety of geographic areas from Palm Springs to Santa Cruz, providing him broad experience in local government and public interaction. His primary expertise is municipal facility site design for water, wastewater, and stormwater systems. He will be the Civil Engineer for this project.

**Joseph Haro**

**Geotechnical Engineer**

**Jacobs, Haro and Associates**

Education

BS Civil Engineering  
California State University, Fresno

Joseph Haro is the Principal and Engineering Manager for Jacobs, Haro and Associates. He is the responsible engineer for all soil and foundation engineering and quality control testing services to the Santa Cruz and Monterey County areas. He has coordinated and conducted geotechnical investigations for public and private projects. Joseph's projects have included municipal and commercial buildings, pipeline facilities, street reconstruction, and subdivisions.

**Henry S. (Reb) Guthrie**

**L/CNG Consultant**

**Fuel Solutions**

Education

B.S., ECONOMICS, Arizona State  
University, College of Business - Tempe,  
AZ, 1987  
CNG Infrastructure, NGV Institute, 1995

Mr. Guthrie is a Partner and co-founder of Fuel Solutions, Inc. He has managed most of the projects performed by the company since its inception, including the assessment, specification, development and installation of compressed natural gas (CNG) and CNG from liquefied natural gas (L/CNG) fueling stations for more than 45 municipalities, transit authorities, counties, school districts and federal agencies.

**Joni L. Janecki, LAIA**

**Landscape Architect**

**Joni L. Janecki & Associates**

Joni L. Janecki has worked on many Santa Cruz projects including large scale public sector facilities such as the Ranch Cucamonga Civic Center and the San Jacinto Civic Center. She is active in the community with the American Landscape Architects (ASLA) and several Santa Cruz public arts and museum boards. Ms. Janecki will provide all landscape architecture for this project.

## project staffing

### section 8.2

**Denise Duffy,**  
**Environmental Consultant**  
**Denise Duffy and Associates**  
**Education**

Bachelor of Arts, Environmental Studies,  
University of California at Santa Barbara,  
1977.

Denise Duffy has been in the field of land use planning and environmental and public policy consulting since 1977. Ms. Duffy has considerable knowledge in the analysis of local and regional government. She has managed complex planning and annexation studies, environmental impact reports, and general and specific plans. Ms. Duffy has extensive experience in developing policy consensus in planning projects, working in a variety of positions that require governmental cooperation and citizen involvement, as well as planning skills and judgement on the use of land and its development potential. Denise will be providing the Environmental Consultants services to SCMTD.

**David Marks, PE RCDD**  
**CDT**  
**Telecommunications &**  
**Security Systems Design**  
**TEECOM Design Group**  
**Education**

B.S., Electrical Engineering  
Cal Poly, San Luis Obispo

David is one of the industry's leading resources in telecommunications and security systems design. Because of his rare combination of formal engineering training and understanding of the construction process, David has built a reputation for designing highly constructable, practical and effective solutions. David will be providing Telecommunications and Security Systems Design services for the new MetroBase project.

**Cobus Malan**  
**Cost Consultant**  
**Yuang Tai, Inc.**  
**Education**

BS. University of Witwatersrand, South  
Africa,

Cobus Malan possess unique professional cost estimating abilities displayed in the projects he has become involved with. His firm has provided services to RNL for nearly all of its operation and maintenance facility projects, such as: Chula Vista Corporate Yard, City of Norwalk Transportation and Public Service Facility, Montebello Corporate Yard, Foothill Transit Pomona Operations and Maintenance Facilities and Foothill Transit Irwindale Maintenance and Operations Facility. Likewise, he will be providing Cost Estimating services for this project.

# project staffing

## section 8.3

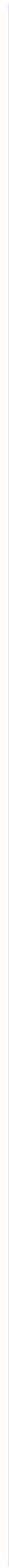
3. MATRIX  The following matrix provides estimated hours for each assigned individual for the SCMTD MetroBase project	Project Phases						
	Task I: Space Needs Program	Task II: Site Master Plan Bldg Layout	Task III: Preliminary Design	Task IV: Final Documents	Task V: Permitting	Task VI: Bidding	Task VII: Construction Admin.
<b>Key Personnel</b>	<b>% of Individual Involvement *</b>						
<i>RNL Design</i>							
- Patrick McKelvey, Principal-in-Charge	20	20	20	10	5	5	2
- Charles (Chuck) E. Boxwell, Project Manager	25	50	50	50	20	10	5
- Katherine (Kate) Diamond, Design Principal	0	20	10	5	0	0	2
- Noam Maitless, Project Designer	0	50	50	20	0	0	5
- Russell Freesland, Project Coordinator	0	10	100	100	50	25	40
- CADD Staff (2-3 People)	0	20	50	75	100	5	5
<i>Maintenance Design Group</i>							
- Ken Boot, Maintenance Consultant	25	25	50	25	10	5	20
- Mark Ellis, Senior Maintenance Consultant	50	25	5	5	0	0	5
- CADD Staff	25	50	75	100	5	0	5
<i>Carter &amp; Burgess</i>							
- Jeffrey Dittman, Mechanical Engineer	0	5	20	50	5	5	20
- Jeffrey Simon, Electrical Engineer	0	5	20	50	5	5	20
- Larry Romine, Fire Protection	0	0	10	50	5	5	10
- CADD Staff (2-3 People)	0	0	25	100	5	0	10
<i>Mesiti-Miller Engineering, Inc.</i>							
- Mark Mesiti-Miller Structural & Civil Engineer	0	5	10	50	10	5	20
- Dale Hendsbee, Structural Engineer	0	5	10	50	10	5	20
- Brian Lee, Surveying Engineer	0	0	25	0	0	0	0
- CADD Staff (1-2 People)	0	0	50	100	0	0	5
<i>Fuel Solutions</i>							
- Rebb Guthrie, L/CNG Engineer	0	10	20	50	10	5	20
- CADD Staff	0	0	50	100	0	0	5
<i>Haro, Kasunich &amp; Associates</i>							
- Joseph Haro, Geotechnical Engineer	0	0	50	0	0	0	0
<i>Joni L. Janecki &amp; Associates</i>							
- Joni Janecki, Landscape Architect	5	10	20	20	5	0	5
- Amy West, Landscape Designer	0	20	50	50	0	0	10
<i>TEECOM Design Group</i>							
- David Marks, Telecommunications & Security	5	5	20	20	5	0	10
<i>Denise Duffy &amp; Associates</i>							
- Denise Duffy, Environmental Engineer	0	20	20	0	0	0	0
<i>Yuang Tai, Inc.</i>							
- Cobus Malan, Cost Estimator	20	5	5	5	0	5	0





# time schedule

## section 9.





# EXHIBIT -C-

## Scope of Work

### Technical Approach

The following Scope of Work is based upon the SCMTD Request for Proposals to Provide Architectural & Engineering Services for **MetroBase** dated April 15, 2003, the RNL Design response submittal dated June 6, 2003, and the meeting with District staff on July 8, 2003 to confirm and adjust the Scope of Work proposed. This Scope of Work supersedes the June 6 document.

The Scope of Work has been divided into six Tasks as follows:

<i>Task I</i>	Program Confirmation and Site Master Plan
<i>Task II</i>	Preliminary Design
<i>Task III</i>	Final Construction Documents
<i>Task IV</i>	Permitting
<i>Task V</i>	Bidding
<i>Task VI</i>	Construction Administration

### **TASK I PROGRAM CONFIRMATION AND SITE MASTER PLAN**

The purpose of the Program Confirmation and Site Master Plan Task will be to review with SCMTD representatives and users the space needs of each of the departments and user groups within the organization. From this new program document, the Consultant will develop a Site Master plan for the expanded facility.

#### **A. Orientation Meeting**

The Consultant will conduct an orientation/kick-off meeting for all of the key SCMTD representatives to explain the process and how each person can participate most effectively.

#### **B. Interview Key Staff**

The Consultant will convene the first on-site planning session to review and confirm the space needs of SCMTD utilizing previous studies and program information as a point to begin analysis of your current needs. Interviews of approximately 1 hour in length will be held with each of the identified departments/divisions to verify the needs, requirements and current operating procedures for each group. Typically, these interviews focus on identifying the number of staff, vehicles and equipment, and the type of work each person is involved in, storage requirements, support space requirements, the function and responsibilities of each department, the departments with which there is significant interface, etc. Specific information to be gathered and discussed during the on-site interviews will include, but not be limited to:

- Review current and projected staffing for Operations and Maintenance.
- Review training and conference room needs.
- Review employee support space needs including shower and locker areas, break rooms, fitness room, quiet rooms, etc.
- Determine number, size and type of workstations, offices and support spaces.
- Review frequency of vendors and visitors to Operations, Maintenance and other areas.
- Review dispatch requirements.
- Review requirements for repair and special use bays.
- Review maintenance support space needs such as lube room, battery room, parts room, common work areas, etc.

# Scope of Work

- Review shops space needs including component rebuild, facility maintenance, etc.
- Review fueling requirements such as types (including alternative fuels), frequency of fueling, fuel management systems, etc.
- Review washing, cleaning and detailing requirements.
- Review storage and warehousing requirements.
- Review site and building security requirements.
- Determine parking requirements for SCMTD vehicles, buses, employee vehicles, visitor vehicles and delivery vehicles.
- Determine alternative fuel system requirements and preferred fuel type.

## **C. Verify Data on Existing Vehicles/Equipment**

Data on all vehicles or equipment to be maintained will be verified based upon information provided to Consultant by SCMTD. Data to be included in the Vehicle/Equipment inventory are make, model, dimensions, weights, quantities and operating characteristics.

## **D. Analyze Growth Data**

The Consultant will analyze the growth data provided by SCMTD and will make staff and space projections based upon the growth in population, service zone, fleet size, staff size, and comparison to industry standards. This effort will be a confirmation of the previous studies.

## **E. Prepare Space Program**

Based upon the information learned through the questionnaires, interviews, review meetings, and growth analysis, the Consultant will develop the space needs program for the Operations and Maintenance Facility. Included in this program analysis will be existing square footage, the amount currently required, and the projected area to meet growth over the next 20 years. Space will be programmed for interior space (offices, shops, maintenance, warehouse, etc.) exterior covered spaces (canopy covered storage for materials or vehicles) and exterior spaces (employee parking, SCMTD vehicle parking, bus parking, visitor parking, material storage). The space needs program will be submitted in preliminary form for review by SCMTD.

## **F. Prepare Final Facility Program**

Upon completion and review of all work included above, the Consultant will prepare a Final Facility Program Document. This document will include a narrative description of all functional areas and operations, staff and vehicle projections, the space program, equipment inventory, and equipment list.

## **G. Prepare Site Survey**

The Consultant will prepare a site survey, which will include topography, boundaries, utilities, etc. SCMTD will provide title report for the Consultants use.

## **H. Prepare Geotechnical Report**

The Consultant will conduct a geotechnical and soils investigation report for the benefit and convenience of the District.

## **I. Site Master Plan**

After completion of the Space Needs Program, the Consultant will develop

# Scope of Work

a Site Master plan and conceptual building floor plans during the second on-site planning session. This master plan will focus on the functional and operational aspects of the proposed site, including vehicle circulation and access, building configurations and layout, number and size of work bays and shops, workflow, location of support functions, fuel and wash facilities, parking, phasing and implementation of the proposed master plan, and similar issues. Sequencing of the construction, including “work-around” plans will be developed as part of the master planning work. Even though the District will be “self permitting”, the Consultant would recommend courtesy participation by the City Planning and Building Departments during the review sessions.

## **J. Develop Master Plan Drawings**

The Consultant will generate Site Master plan and conceptual building plans, which respond to the comments and issues raised during the review meetings. In addition, a summary of the master plan issues will be developed. This summary will be submitted to Santa Cruz Metropolitan Transit District for review and comment.

## **K. Prepare Opinion of Probable Cost**

The Consultant will prepare a conceptual project budget based upon the master plan and will present it to SCMTD for review and approval.

### **Deliverables:**

- Final Space Needs Program
- Site Master Plan
- Conceptual Building Plan Drawings
- Site Survey
- Geotechnical Report (for the Districts benefit)
- Project Budget

## **TASK II PRELIMINARY DESIGN**

The purpose and objective of the Preliminary Design Task will be to develop the design of the SCMTD facility and to prepare the design in such detail to insure that the functional requirements are met, and that the overall building size, massing, materials, and major design elements are established. The Preliminary Design effort will be conducted for the Phase I build out of the facility. The specific work of Task II is as follows:

### **A. On-Site Design Session**

The Preliminary Design will commence with a several day on-site design session to be held at Santa Cruz Metropolitan Transit District to develop the actual design of the operations, maintenance, fuel and wash facilities and associated site improvements. During this design session, the site plan, building floor plans and elevations will be developed to finalize layouts, massing and materials. Throughout the week, the RNL Design team will develop alternative layouts and designs, which will then be reviewed with SCMTD's Review Committee each day. During the daily reviews, the various design opportunities and constraints of each alternative will be identified and discussed. As the week progresses, alternative functional plans and elevations of the buildings will be prepared, reviewed, and refined until a consensus has been achieved as to the project design concept.

# Scope of Work

## **B. Prepare Preliminary Design Plans**

At the completion of the on-site design session, the RNL Design team, including our civil engineer, landscape architect, structural engineer, mechanical engineer, electrical engineer, alternative fuel system consultant, maintenance equipment consultant, and communications consultant will begin the Preliminary Design drawings, which are intended to define the various components of the project. During this task, the dimensions of the building will be tied down, and the building design will be refined to include size and type of all openings, materials, type of structural, HVAC, electrical systems, communications, etc.

## **C. Prepare Equipment List**

The Consultant will inventory existing equipment and will prepare a detailed list of all shop equipment to support maintenance activities in the vehicle maintenance building and fuel and wash facilities. This list will be developed by functional area including maintenance bays, parts room, lube and compressor room, fuel island, wash bay, etc. All quantities will be identified and costs of new pieces of equipment will be developed.

## **D. Prepare Design Criteria**

The Consultant will prepare the design criteria to be used for planning and designing the new facilities. The design criteria will identify preliminary functional requirements for building systems including architectural, structural, mechanical, electrical and plumbing such as:

- . Establish clearance requirements throughout the project.
- . Functional areas and equipment to be included on an emergency power generating system.
- . Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
- . Lighting levels and type of lighting for each functional area within the operations and maintenance building.
- . Ventilation requirements for each functional area including repair bays, maintenance shops, lube and compressor room, battery room, chassis wash areas, and lower level work areas.
- . Minimum design temperatures for heating and cooling for each functional area.
- . Alternative fuels criteria including detection, exhaust and fire protection

## **E. Peer Review**

The Consultant will assist SCMTD in the FTA Peer Review process. RNL Design and the appropriate consultants will conduct a one-day meeting with SCMTD's peers to review the project scope, design, and budget prior to the Final Construction Documents phase. We will make appropriate adjustments to the design based on the review comments.

## **F. Prepare Opinion of Probable Cost**

The Consultant will prepare an estimate of probable construction cost based upon the preliminary design drawings and will present it to SCMTD for review and approval.

## **G. Value Engineering**

# Scope of Work

The Consultant will conduct a value engineering process with SCMTD and our consultants to analyze alternative systems and materials for the project. The Consultant will respond to VE proposals as recommended by the VE team.

## **H. Conduct QC Review**

The Consultant will conduct a quality control review of the Preliminary Design documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications and maintenance equipment, and will be performed by the Consultants Technical Review Group.

### **Deliverables:**

- . Preliminary Design Drawings, including construction sequencing and “work-around” plans
- . Equipment List
- . Design Criteria
- Cost Estimate

## **TASK III FINAL CONSTRUCTION DOCUMENTS**

The purpose and objective of the Final Construction Documents Task is to develop the approved Preliminary Design into more detail to fix and describe the size, character and quality of the Phase I project as to civil, architectural, structural, mechanical, electrical, alternative fuel systems, maintenance equipment, and landscape systems and materials. The Construction Documents will consist of drawings and specifications in sufficient detail to permit competitive bidding by General Contractors for the work. Construction Documents will be prepared for Project Phase I work only. The specific work of Task III will include:

### **A. Prepare Design Development Drawings**

The Consultant will prepare design development drawings based upon the City approved Preliminary Design package. The Design Development drawings will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2002 software.

### **B. Prepare Construction Drawings**

The Consultant will prepare detailed construction drawings under the direct supervision of an architect and engineers licensed in the State of California, which will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system, and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2000 software. Specific work will generally include but not be limited to:

- Demolition and site preparation drawings.
- . Architectural drawings including but not limited to site plan, floor plans, building elevations, building sections, wall sections, building details, roof plan, room finish schedule, door schedule and details, window details, millwork details, etc.

# Scope of Work

- Civil engineering drawings including but not limited to off-site utilities and on-site improvements, grading and drainage plan, utility plan, geometric layout plan, site details, calculations, etc.
- . Construction sequencing/phasing plans, with milestone timing requirements, will be developed and documented in the bidding documents with requirements for maintaining District operations throughout construction.
- . Landscape Architectural drawings including but not limited to landscape plan, irrigation plan, plant material schedule, planting details, site furnishings, exterior **signage/details**, etc.
- . Structural engineering drawings including but not limited to foundation plans, floor framing plans, roof framing plans, lateral bracing, details and schedules, calculations, etc.
- . Mechanical engineering drawings including but not limited to HVAC plans, plumbing plans, mechanical room layout plan, mechanical schedules, plumbing riser diagrams, HVAC details, fixture/equipment schedules, diesel fuel system, etc.
- . Electrical engineering drawings including but not limited to power plans, lighting plans, one-line diagram, light fixture schedule, telephone/computer outlet locations, panel schedules, etc.
- . Alternative fuel system drawings and performance requirements.
- . Communications/security systems drawings including but not limited to equipment layout drawing, site plan, system details, etc.
- . Equipment drawings including but not limited to equipment layout drawing, utility coordination drawing, process piping plans and details, etc.
- . Interior design drawings including interior elevations, interior finish plans, interior details, etc.
- . Furniture layout plans and specifications.

## **C. Specifications**

The Consultant will prepare the Technical Specifications for all elements of the project prepared in the CSI 16 Division format. The specifications will identify a minimum of three products or manufacturers, if required, except where it has been determined to benefit the project to select a proprietary or sole-source item.

## **D. Project Manual**

The Consultant will prepare the Project Manual in coordination with the Districts Project Manager/Construction Manager including Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond, Sample Construction Contract, General Conditions, Supplementary Conditions, and the Technical Specifications. The District's standard forms, contracts, bond and other standard material will be used as required.

## **E. Opinion of Probable Cost**

The Consultant will prepare a final Estimate of Probable Construction Cost on a line item/unit cost basis for the entire project. This estimate will be prepared when the documents are 100% complete and will be submitted

# Scope of Work

for review following the completion of the Construction Documents.

## **F. Conduct QC Review**

The Consultant will conduct a quality control review of the Construction Documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications, alternative fuel system and maintenance equipment, and will be performed by the Consultant's Technical Review Group.

### **Deliverables:**

- Design Development Drawings
- Construction Drawings
- Project Manual including Specifications
- Estimate of Probable Cost

## **TASK IV PERMITTING**

The purpose of the Permitting Task is to allow the Architect and Consultants the necessary time to assure that all design work conforms to the requirements of each governmental or regulatory agency that has jurisdiction over the project. It is our understanding that SCMTD will be the "permitting agency" with the City of Santa Cruz providing document review and inspection during construction. The work of this Task actually begins in Task I of the project and is continuous throughout the design, but has broken out as a separate Task to call attention to the significant effort that is required to complete this work. The specific work of this Task includes:

- Meet with SCMTD, the City of Santa Cruz, and/or other applicable regulatory agencies that have jurisdiction over the project to bring them up to speed with the project requirements.
- The Consultant will meet with the City Planning Department in order as a courtesy to receive input/advice and concurrence on planning and zoning issues. Planning Commission courtesy presentations will be made if requested by the District.
- Submit the completed construction drawings to the appropriate regulatory agencies including building and fire departments, etc. for permitting. Answer questions of the regulatory agencies as necessary.
- Revise drawings, specifications and other construction documents as necessary until final approval has been granted by the required regulatory agencies.

### **Deliverables:**

Plan Check Approvals

## **TASK V BIDDING**

The purpose of the Bidding Phase is to assist the Construction Manager and SCMTD in selecting and contracting with a reputable General Contractor based upon a competitive bidding process. The specific work to be performed will include:

### **A. Attend Pre-Bid Conference**

The Consultant will attend a Pre-Bid Conference for all interested bidders in an effort to familiarize the bidders with the proposed project, and to

# Scope of Work

answer questions as necessary.

**B. Provide Interpretations, Clarifications and Addenda**

The Consultant will provide written interpretations and clarifications during the bidding period as necessary. In addition, the Consultant will prepare written addenda as needed for the project during the bidding phase.

**C. Review and Evaluate Bids**

The Consultant will assist the SCMTD and Construction Manager in reviewing all bids, will tabulate the bids and will provide a recommendation regarding the bids and award of contract.

**Deliverables:**

None

**TASK VI CONSTRUCTION ADMINISTRATION**

The purpose and objectives of the Construction Administration Task is to endeavor to assist the Districts Construction Manager to provide SCMTD assurance that the project is constructed in accordance with the approved construction documents. The specific work to be performed will include:

**A. Pre-Construction Meeting**

The Consultant will attend the Pre-Construction meeting to establish the coordination/communication policies and procedures.

**B. Construction Site Visits**

RNL Design will make regular visits to the site, averaging one visit per week, for the purpose of observing the progress and quality of work. In addition, each of RNL Design's consultants (civil, structural, mechanical, electrical, landscape, communications, maintenance/equipment) will make site visits at the appropriate stages of construction for their particular discipline.

**C. Attend Construction Coordination Meetings**

RNL Design will attend weekly construction coordination meetings in conjunction with the District Project Manager, Construction Manager, and the General Contractor. Each of our consultants will also attend coordination meetings at the appropriate stages of construction for their particular discipline.

**D. Provide Consultation and Assistance During Construction**

During the construction of the project, the Consultant will provide interpretations and consultation as needed. In addition, the Consultant will render decisions as needed in a timely manner in an effort to assist the General Contractor to maintain the timely completion of the project.

**E. Review Shop Drawings and Submittals**

The Consultant will receive, review, and take appropriate action on all required submittals made by the General Contractor including shop drawings, material samples, mix designs, product literature, etc.

**F. Review Pay Requests, Change Orders, etc.**

The Consultant will review the General Contractors pay requests, change orders, field orders, claims for additional time and other such data and will

# Scope of Work

make recommendations to the District for action

## **G. Conduct Punch List and Final Inspection**

The Consultant will conduct a “punch list” inspection prior to signing off on the Certificate of Substantial Completion. The “punch list” will identify work items, which must be corrected or completed. Upon successfully correcting and completing all the items on the “punch list”, or making satisfactory arrangements for their completion, RNL Design will execute the Certificate of Substantial Completion. RNL Design will then conduct a Final Inspection at the appropriate time to ensure that all “punch list” work has been completed.

## **H. Record Drawings**

Following the completion of the Project, the Consultant will prepare a reproducible set of record drawings showing the significant changes in the work made during construction based upon marked-up prints and other data furnished from the General Contractor.

## **I. Facility Maintenance Manual**

Following the completion of the Project, the Consultant will prepare a facility maintenance manual, which details the required maintenance procedures and schedule of activities for all components and equipment at the facility.

### **• Deliverables:**

- Construction Reports
- Material Testing Reports
- Copies of Construction-Related Documents
- Record Drawings
- Facility Maintenance Manual

# Billing Rates

The following billing rates are effective through December 31, 2003. Rates are subject to adjustment annually on January 1<sup>st</sup>.

RNL Design (Architecture, Interior Design)

Principal-in-Charge	\$185.00
Project Manager	\$150.00
Design Principal	\$210.00
Project Architect	\$125.00
Project Planner	\$115.00
Project Designer	\$100.00
Sr. Tech/CADD	\$80.00
Tech/CADD	\$75.00
Specifications	\$110.00
Construction Administrator	\$125.00
Clerical	\$55.00

Maintenance Design Group (Maintenance Equipment/Process Piping)

Principal	\$188.00
Project Manager	\$132.00
Facility Specialist	\$125.00
Sr. Facility Planner	\$93.00
Facility Planner	\$78.00
Tech/CADD	\$59.00
Clerical	\$54.00

Carter Burgess (**Mech/Elec/Plumb/Fire** Protection Engineering)

Principal Engineer	\$175.00
Project Manager	\$135.00
Senior Engineer	\$125.00
Tech/CADD	\$95.00
Clerical	\$70.00

Mesiti-Miller Engineering, Inc. (Civil/Structural Engineering)

Principal	\$148.00
Engineer V	\$134.00
Engineer IV	\$121.00
Engineer III	\$107.00
Engineer II	\$93.00
Clerical	\$60.00

**Joni L. Janecki & Associates, Inc.** (Landscape Architecture)

Principal	\$125.00
Sr. Designer	\$95.00
Project Manager	\$85.00
Tech/CADD	\$65.00
Irrigation Consultant	\$85.00

Haro Kasunich (**Geotechnical**)

Principal	\$175.00
Principal Engineer	\$165.00

# ***Billing Rates***

<b>Sr. Engineer</b>	<b>\$150.00</b>
<b>Geologist</b>	<b>\$150.00</b>
<b>Tech/CADD</b>	<b>\$90.00</b>
<b>Clerical</b>	<b>\$40.00</b>

Raymundo Engineering Company, Inc. (Alternative Fuel Systems)

<b>Principal Engineer</b>	<b>\$115.00</b>
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TEECOM (Communications/Security Systems)

<b>Principal</b>	<b>\$185.00</b>
<b>Project Manager</b>	<b>\$150.00</b>
<b>Design Engineer</b>	<b>\$120.00</b>

Yuang Tai, **Inc.** (Cost Estimating)

<b>Principal</b>	<b>\$105.00</b>
<b>Estimator</b>	<b>\$85.00</b>

Denise Duffy **&** Associates (Environmental)

<b>Principal</b>	<b>\$175.00</b>
<b>Sr. Project Manager</b>	<b>\$115.00</b>

# Key Personnel

## **RNL Design (Architecture, Interior Design)**

Principal-in-Charge Patrick M. McKelvey, AIA  
Project Manager Charles (Chuck) E. Boxwell, AIA  
Design Principal Katherine (Kate) Diamond, FAIA

## **Maintenance Design Group (Maintenance Equipment/Process Piping)**

Principal Donald Leidy  
Project Manager Mark Ellis  
Facility Specialist Ken Booth

## **Carter Burgess (Mech/Elec/Plumb/Fire Protection Engineering)**

Project Manager Darin Stuart  
Mechanical Engineer Jeffrey Dittman, P.E.  
Electrical Engineer Simon Jeff, P.E.  
Fire Protection Larry Romine, P.E.

## **Mesiti-Miller Engineering, Inc. (Civil/Structural Engineering)**

Principal Mark Mesiti-Miller, P.E.  
Structural Engineer Dale Hendsbee, SE.  
Civil Engineer Brian Lee, P.E.

## **Joni L. Janecki & Associates, Inc. (Landscape Architecture)**

Principal Joni L. Janecki, ASLA

## **Haro Kasunich (Geotechnical)**

Principal Joseph Haro, P.E.

## **Raymundo Engineering Company, Inc. (Alternative Fuel Systems)**

Principal Engineer James Dong

## **TEECOM (Communications/Security Systems)**

Principal David A. Marks, P.E.

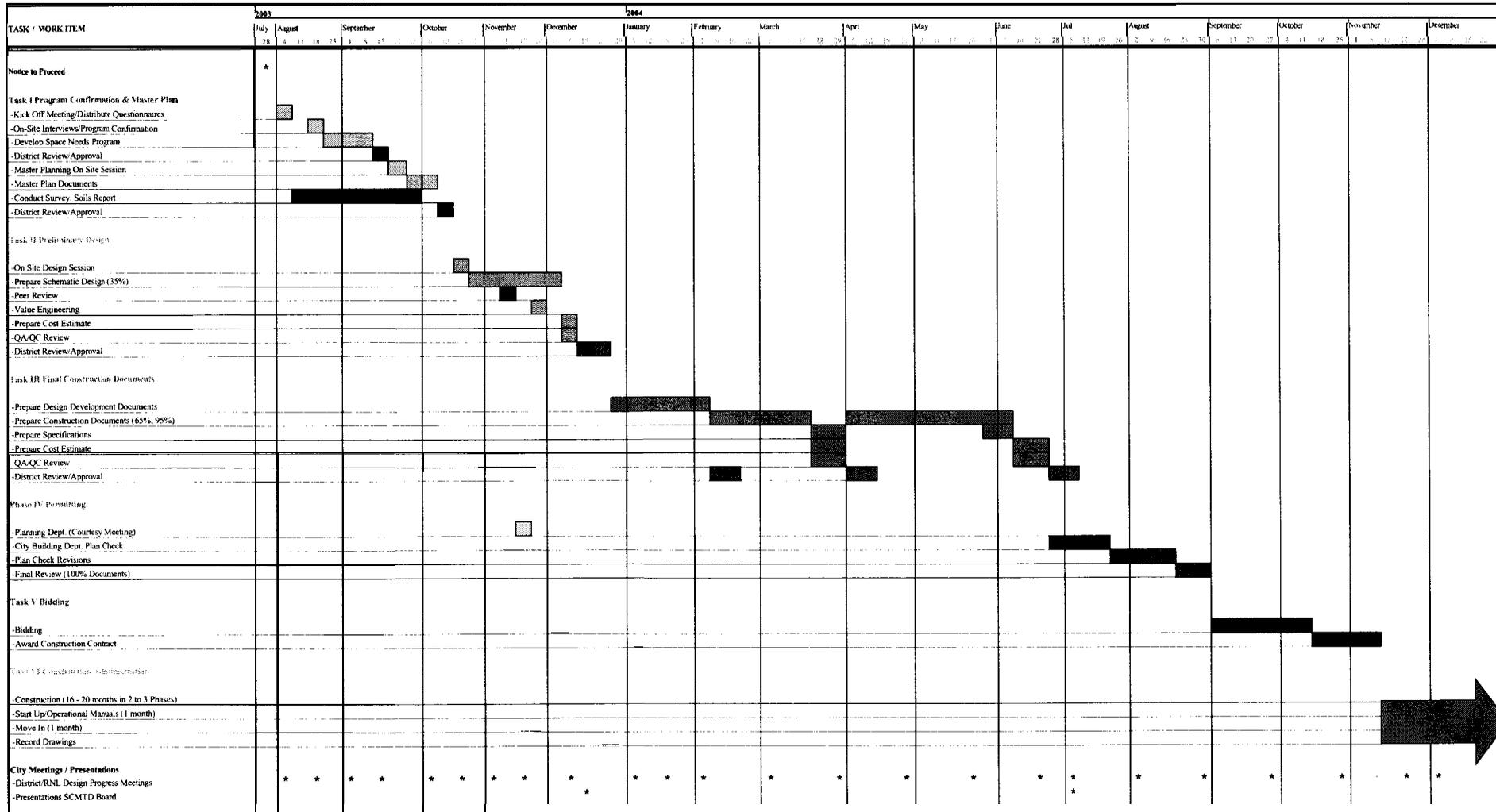
## **Yuang Tai, Inc. (Cost Estimating)**

Principal Cobus Malan

## **Denise Duffy & Associates (Environmental)**

Principal Denise A. Duffy

**Project Schedule  
Santa Cruz Metropolitan Transit District  
Metro Base**

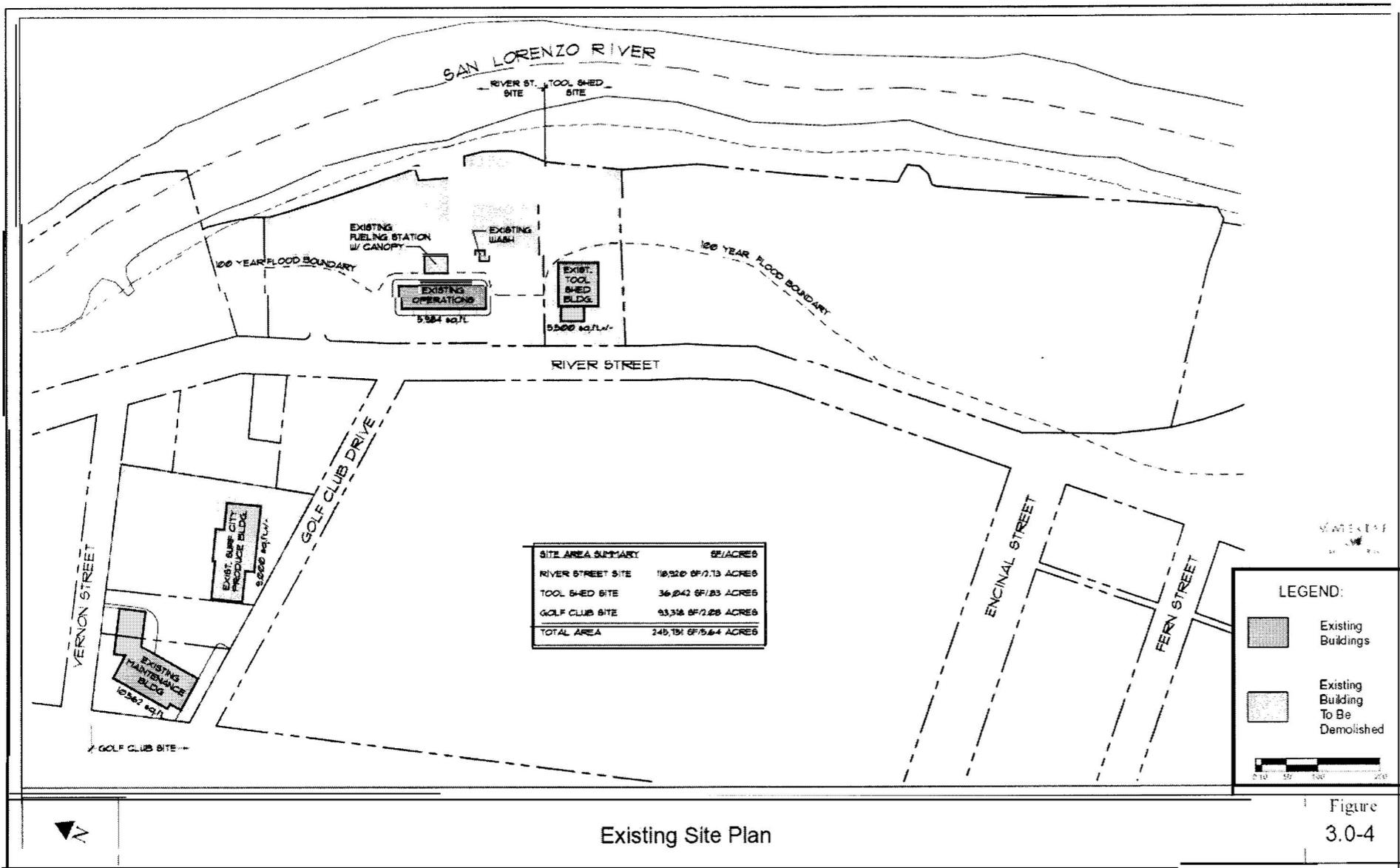


# ATTACHMENT D

## METROBASE PROJECT FUNDING AVAILABLE

*as of 6/27/03*

Category	Source	Balance
Construction	Federal Grants	\$ 3,934,752
	Lawsuit/FEMA/OES	\$ 7,625,593
	MOF Sale	\$ 3,000,000
		\$ 14,560,345
Engineering	Federal Grants	\$ 1,725,481
Land	Federal Grants	\$ 4,618,200
Planning/Environmental	Federal Grants	\$ 902,332
	Total Available	\$ 21,806,358



Existing Site Plan

Figure 3.0-4

Figure 1