

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
MARCH 11, 2005 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Brommer Street Transit Users Re: Route 65
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF FEBRUARY 11 AND FEBRUARY 25, 2005
Minutes: **FEBRUARY 25, 2005 MINUTES WILL BE INCLUDED IN THE MARCH 25, 2005 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE FEBRUARY 2005 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT WILL BE INCLUDED IN THE MARCH 25, 2005 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: NONE
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MARCH 16, 2005 AND MINUTES OF JANUARY 19, 2005
Agenda/Minutes: Attached

- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JANUARY 2005 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JANUARY 2005
Staff Report: **WILL BE INCLUDED IN THE MARCH 25, 2005 BOARD PACKET**
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF DECEMBER 2004
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE FEBRUARY 2005 MEETINGS
Staff Report: Attached
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF A SUBURBAN UTILITY VEHICLE
Staff Report: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Keogh
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE MARCH 25, 2005 BOARD MEETING
7. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND DRAFT MINUTES OF FEBRUARY 16, 2005
Presented by: Director Pat Spence
Report/Minutes: **DRAFT MINUTES WILL BE INCLUDED IN THE MARCH 25, 2005 BOARD PACKET**

8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR RADIO MAINTENANCE AND REPAIR SERVICES

Presented by: Tom Stickel, Fleet Maintenance Manager

Staff Report: Attached

ACTION REQUESTED AT THE MARCH 11, 2005 BOARD MEETING

9. CONSIDERATION OF APPROVAL OF FY 05-06 LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES

Presented by: Elisabeth Ross, Finance Manager

Staff Report: **WILL BE INCLUDED IN THE MARCH 25, 2005 BOARD PACKET**

10. CONSIDERATION OF APPROVAL OF A **RESOLUTION** OF APPRECIATION FOR THE SERVICES OF DAVID KONNO AS MANAGER OF FACILITIES MAINTENANCE FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Presented By: Les White, General Manager

Resolution: Attached

ACTION REQUESTED AT THE MARCH 11, 2005 BOARD MEETING

11. CONSIDERATION OF APPROVAL OF A **RESOLUTION** ADOPTING METRO'S AMENDED RECORDS RETENTION SCHEDULE

Presented By: Margaret Gallagher, District Counsel

Staff Report: Attached

12. CONSIDERATION OF REVISING THE MANAGEMENT STRUCTURE TO COMBINE THE FLEET MAINTENANCE MANAGER POSITION AND THE FACILITIES MAINTENANCE MANAGER POSITION INTO A SINGLE MANAGER OF MAINTENANCE POSITION AND ESTABLISHING THE SALARY LEVEL COMMENSURATE WITH THE MANAGER OF OPERATIONS

Presented By: Les White, General Manager

Staff Report: Attached

13. CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2005 LEGISLATIVE CONFERENCE

Presented By: Les White, General Manager

Staff Report: **WILL BE INCLUDED IN THE MARCH 25, 2005 BOARD PACKET**

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 LABOR NEGOTIATOR
(Pursuant to Government Code Section 54957.6)
 - a. Agency Negotiator: Mark Dorfman, Assistant General Manager
 1. Employee Organization: Service Employees International Union (SEIU), Local 415
 - b. Agency Negotiator: Mark Dorfman, Assistant General Manager
 1. Employee Organization: United Transportation Union (UTU), Local 23
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Ward Howard v. Santa Cruz Metropolitan Transit District (Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

16. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

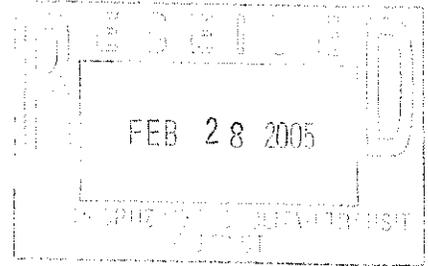
Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be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

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

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

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

2655 Brommer St.
Santa Cruz
California, 95062
February 25, 2005



Board of Directors
County of Santa Cruz Metro System
370 Encinal Street
Santa Cruz, California

Dear Sirs

Having been told that the cancelling of the #65 Bus Route was just an experiment, we are asking you to restore it as soon as possible. It has been extremely difficult to take either the #66 at Brommer St. and 17th Avenue or the #69 at Capitola Road and 17th Avenue.

Both buses can be so crowded that it is very unpleasant to ride them. Especially if you are an older person or disabled in some way. The bus drivers have been very courteous in getting one a seat. However, navigating the crowded aisle to get off the bus is an undertaking.

Also, having ridden the #53 bus several times, I noticed that there were, including myself and spouse, only 5 or 6 passengers on it. AND you removed the # 65 for only having 12 passengers on it at times!

To reiterate, Please return the #65 Bus Route as soon as possible.

Sincerely

Daniel & Frances Ross
Eldred Jones
Marie Guzik
Vincent Peratic
Geanne Youmans
Louis Bluff
William B Hopkins
R. Cleaver

Elizabeth Corrigiani
Marie Tubery
Helen W. Hough
Barbara
Juan J. Jossen
E. Adams

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

February 11, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, February 11, 2005 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Dene Bustichi
Michelle Hinkle
Mike Keogh
Emily Reilly (arrived after roll call)
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone (arrived after roll call)
Marcela Tavantzis

DIRECTORS ABSENT

Dennis Norton
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maintenance Manager
Les White, General Manager

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

Tony Condotti, Attorney
Gary Klemz, SEIU
Jeff Le Blanc, MASTF
Sandra Lipperd, UTU
Paul Marcelin-Sampson, Metro Riders Union

Rachel Moriconi, SCCRTC
Bonnie Morr, UTU
Will Regan, VMU
Bob Yount, MAC/MASTF/E&D TAC

2. ORAL AND WRITTEN COMMUNICATION

Written:

None

Oral:

Jeff Le Blanc reported that he and Bob Yount had visited the ParaCruz facility recently and were very impressed with the facility and employee enthusiasm and particularly Steve Paulson's attitude on access.

Bob Yount stated that he believes METRO did absolutely the right thing by taking over the direct operation of ParaCruz.

Director Bustichi apologized for missing the SCCRTC meeting on February 3rd as Chair Keogh's alternate, thinking it was in the evening rather than the morning.

DIRECTORS REILLY AND STONE ARRIVED AT THIS TIME

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Vice Chair Rotkin reported that additional material for Items #7 and #11 were distributed today; that action is requested today on Item #5-13; and that the Board would go into Closed Session to discuss the terms of negotiations regarding Item #14, then reconvene to Open Session for final action on Item #14.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 14 AND 28, 2005 AND SPECIAL MINUTES OF JANUARY 21, 2005

Minutes of January 28, 2005 will be included in the February 25, 2005 Board Packet.
No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

5-3. ACCEPT AND FILE JANUARY 2005 RIDERSHIP REPORT

Page 1 of the Ridership Report will be included in the February 25, 2005 Board Packet.
No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS:

No questions or comments.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 16, 2005 AND MINUTES OF DECEMBER 15, 2004

No questions or comments.

5-6. ACCEPT AND FILE THE MASTF COMMITTEE MINUTES OF DECEMBER 16, 2004

The Minutes will be included in the February 25, 2005 Board Packet.

5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR DECEMBER 2004 AND CONSIDERATION OF BUDGET TRANSFERS

Vice Chair Rotkin commented that the report was very clear.

5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2004

No questions or comments.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE

No questions or comments.

5-10. ACCEPT AND FILE METROBASE STATUS REPORT

Will be included in the February 25, 2005 Board Packet. Les White reported that much of this report is dependent on some of the actions the Board will be considering today and on February 25th.

DIRECTOR BEAUTZ ARRIVED AT THIS TIME

Mr. White presented each Director with a commemorative hammer from the MetroBase Building Breaking Ceremony and announced that the Federal Reauthorization Bill introduced Wednesday includes the High Intensity Transit Tier language and is moving forward with a response expected in the next couple weeks. If passed, this will include over \$5 million for MetroBase.

5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JANUARY 2005 MEETINGS

No questions or comments.

5-12. CONSIDERATION OF AN AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE

Will be included in the February 25, 2005 Board Packet. No questions or comments.

5-13. CONSIDERATION OF APPOINTMENT OF DAVE WILLIAMS TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR SKILLICORN TO FILL VACANCY OF KANOA DYNEK

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR SKILLICORN

Appoint Dave Williams to the Metro Advisory Committee (MAC) as the appointment of Director Skillicorn to fill vacancy of Kanoa Dynek.

Director Tavantzis commented that she knows Mr. Williams personally and feels he is a good candidate as he has worked for the City of Watsonville for over 30 years as Fire Marshall, Assistant Fire Chief and Building Inspector.

Motion passed unanimously with Director Norton being absent.

5-14. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE WORKERS COMPENSATION CLAIM OF FRANK SLOAN

No questions or comments.

5-15. CONSIDERATION OF REPORT ON WORKERS' COMPENSATION EMPLOYEE CLAIMS

Les White said Director Norton had requested this information.

5-16. CONSIDERATION OF INFORMATION REGARDING LONG TERM DISABILITY INSURANCE USE AT OTHER TRANSIT DISTRICTS

Les White said Director Norton had requested this information also.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the February 25, 2005 Board Meeting.

7. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND DRAFT MINUTES OF DECEMBER 15, 2004

Director Spence clarified that the Task Force Background information she provided should have been before the section that starts on page 7.1 in today's Agenda Packet.

Vice Chair Rotkin encouraged the Board to read all the information provided, contact Directors Spence or Reilly with any concerns and be prepared to comment and make formal recommendations at the February 25th Board meeting.

Paul Marcelin-Sampson thanked Director Spence for her work and encouraged the Board to read the information carefully. He pointed out that the RTC is not the main funding source for paratransit service and the District is not beholden to it.

Director Tavantzis inquired about METRO's mobility training. Les White explained John Daugherty's position and offered to bring a report back to the Board at a future meeting.

8. **CONSIDERATION OF PARACRUZ OPERATIONS STATUS REPORT**

Will be included in the February 25, 2005 Board Packet.

9. **CONSIDERATION OF AWARD OF CONTRACT FOR PARACRUZ VEHICLE FUELING AND WASHING SERVICES**

Will be included in the February 25, 2005 Board Packet.

10. **PUBLIC HEARING: CONSIDERATION OF AUTHORIZING THE APPLICATION AND EXECUTION OF AN FTA GRANT FOR URBANIZED AREA FORMULA FUNDS FOR FY2005**

Public Hearing will take place at the February 25, 2005 Board Meeting

11. **CONSIDERATION OF ALTERNATIVES TO ENSURE THE RECEIPT OF FUNDING FROM THE STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FOR THE METROBASE PROJECT**

Les White thanked Rachel Moriconi for all her help with STIP funding. Mr. White distributed a MetroBase Funding Summary and explained the different types of funding: secured, programmed and anticipated.

Mr. White reported that there is no AB3090 project assigned in FY 07-08, making it available if METRO wanted to use the AB3090 advance and repayment mechanism option. This type of funding is more secure, although it requires CTC approval.

Mr. White said he would have a Staff Report on the 25th recommending that METRO request that the RTC submit a STIP Amendment that would move the FY 06-07 MetroBase allocation to an AB3090 designated for the FY 07-08 repayment year.

Vice Chair Rotkin requested, with the Board's consensus, that the report on the 25th focus only on the recommended action rather than having another detailed discussion. Bonnie Morr asked that the recommendation include that the RTC make this the highest priority for FY 07-08.

12. CONSIDERATION OF ADOPTION OF PROCEDURES FOR THE PRE-QUALIFICATION OF BIDDERS PROCESS FOR THE METROBASE CONSTRUCTION PROJECT

Will be included in the February 25, 2005 Board Packet.

13. CONSIDERATION OF THE REQUEST FROM THE CITY OF SCOTTS VALLEY FOR THE RESUMPTION OF SERVICE ON VINE HILL SCHOOL ROAD

Summary:

Les White reported that over the past few years, the City of Scotts Valley has requested bus service serving the Vine Hill Elementary School and the Scotts Valley High School be provided, then stopped, rerouted, rescheduled and reinstated again. In 2004, the requested route reconfiguration to use Siltanen Park as a turn-around resulted in METRO paying \$4,153.00 for parking lot improvements for a six-month demonstration project that, at the request of the City, lasted only approximately one month. METRO was not reimbursed.

Most recently, on November 23, 2004, METRO was requested to reinstate specific trips to Vine Hill Elementary School. Staff recommends reconfiguring Routes #31 and #32 to reinstate service on Vine Hill School Road, with implementation in the June 2005 bid in accordance with UTU's labor agreement.

Direction: By consensus, Staff was directed to write to UTU to obtain their agreement that the recommended service changes be implemented prior to the June bid. Staff was also directed to contact the City of Scotts Valley and the School District to obtain a letter of assurance by February 25, 2005 that if these changes were implemented, that they would be in effect for at least an entire school year.

Paul Marcelin-Sampson suggested that Staff contact the School District to explain how eliminating the afternoon trips could impact after school activities.

ITEM #15 WAS TAKEN OUT OF ORDER AT THIS TIME

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

Vice Chair Rotkin reported that the Board would be discussing 2 cases with their Property Negotiator, one case of Existing Litigation and also conducting a Public Employee Performance Evaluation of the General Manager, before reconvening to Open Session for final action on Item #14.

16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Vice Chair Rotkin adjourned to Closed Session at 10:30 a.m. and reconvened to Open Session at 11:54 a.m.

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

Vice Chair Rotkin had nothing to report at this time.

14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE FOR PROPERTY LOCATED AT 111 DUBOIS STREET, SANTA CRUZ

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR KEOGH

Authorize the General Manager to execute a new Lease between the Santa Cruz Metropolitan Transit District and the 1977 Iuliano Trust for the property located at 111 Dubois Street, for a five year term and an option to extend the Lease for an additional five years.

Motion passed unanimously.

ADJOURN

There being no further business, Vice Chair Rotkin adjourned the meeting at 11:56 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

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

DATE: 02/01/05 THRU 02/28/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
14381	02/04/05	483.92	001	SBC		3688	JAN PHONE LINES	86.78	
						3689	JAN PHONES	397.14	
14382	02/04/05	3,828.19	001019	HOLDSWORTH NORTH AMERICA		3657	MOBILE SUPPLY 3538	3,828.19	
14383	02/04/05	713.33	001031	AMSAN WEST		3690	CLEANING SUPPLIES	713.33	
14384	02/04/05	11,626.86	001043	VISION SERVICE PLAN		3691	FEB VISION INSURANCE	11,626.86	
14385	02/04/05	12,367.71	001063	NEW FLYER INDUSTRIES LIMITED		3658	REV VEH PARTS 3602	3,601.62	
						3659	REV VEH PARTS 474	473.97	
						3660	REV VEH PARTS 3556	3,556.37	
						3661	REV VEH PARTS 197	196.60	
						3662	REV VEH PARTS 236	235.92	
						3663	REV VEH PARTS 1538	1,537.65	
						3664	REV VEH PARTS 1374	1,374.27	
						3665	REV VEH PARTS 1391	1,391.31	
14386	02/04/05	141.20	001065	ARROW FIRE PROTECTION		3666	REV VEH PARTS	141.20	
14387	02/04/05	214.86	001112	BRINKS TROPHY SHOPPE	7	3692	OFFICE SUPPLIES/FAC	104.45	
						3693	LOCAL MEETING EXP	110.41	
14388	02/04/05	105,491.60	001316	DEVCO OIL		3667	JAN FUEL	105,491.60	
14389	02/04/05	232.50	001492	EVERGREEN OIL INC.		3694	HAZ WASTE DISPOSAL	232.50	
14390	02/04/05	1,660.00	001857	SWRCB FEES		3695	STORM WATER PERMITS	1,660.00	
14391	02/04/05	39.38	002063	COSTCO		3696	PHOTO PROCESS/OPS	25.29	
						3697	LOCAL MEETING EXP	14.09	
14392	02/04/05	3,129.30	002106	AMERICAN SUPPLY COMPANY		3698	CLEANING SUPPLIES	3,129.30	
14393	02/04/05	13,792.00	002123	GIRO, INC.		3699	HASTUS SW MAINT	13,792.00	
14394	02/04/05	130.13	002161	APPLIED INDUSTRIAL TECH		3700	CNG IDLER PULLEY	130.13	
14395	02/04/05	633.18	002163	BAY HYDRAULICS, INC.		3668	REV VEH PARTS	633.18	
14396	02/04/05	405.94	002196	STOKES SIGNS	7	3701	SIGNAGE DESIGN SVTC	405.94	
14397	02/04/05	2,550.00	002287	CALIFORNIA SERVICE EMPLOYEES		3702	FEB MEDICAL	2,550.00	
14398	02/04/05	300.00	002295	FIRST ALARM		3703	NOV DISPATCH SVC/PT	120.00	
						3704	DEC DISPATCH SVC/PT	180.00	
						3705	DEC FINGERPRINTS	160.00	
14399	02/04/05	160.00	002567	DEPARTMENT OF JUSTICE		3669	12/26-1/25 PHONES	136.66	
14400	02/04/05	136.66	002639	NEXTEL COMMUNICATIONS		3706	REPAIRS/MAINTENANCE	78.55	
14401	02/04/05	78.55	002689	B & B SMALL ENGINE		3670	REV VEH PARTS	158.61	
14402	02/04/05	158.61	013	MCI SERVICE PARTS, INC.		3707	FINGERPRINTING	80.00	
14403	02/04/05	80.00	014	CABRILLO COLLEGE		3708	FEB ALARMS	386.37	
14404	02/04/05	386.37	020	ADT SECURITY SERVICES INC.		3709	FRAMES/EMP INC	135.04	
14405	02/04/05	135.04	040	LENZ ARTS, INC.		3710	REPAIRS/MAINTENANCE	79.65	
14406	02/04/05	79.65	045	ROYAL WHOLESALE ELECTRIC		3671	REV VEH PARTS	977.80	
14407	02/04/05	977.80	059	BATTERIES USA, INC.		3672	CLASSIFIED AD FLT	80.18	
14408	02/04/05	248.98	061A	REGISTER PAJARONIAN		3673	CLASSIFIED ADS FLT	168.80	
						3674	CROWFOOT WRENCH	24.64	
14409	02/04/05	24.64	115	SNAP-ON INDUSTRIAL		3711	CONTAINER RODRIGUEZ	1,289.04	
14410	02/04/05	1,834.40	130	CITY OF WATSONVILLE UTILITIES		3712	11/2-1/4 RODRIGUEZ	447.31	
						3713	11/2-1/4 RODRIGUEZ	60.31	
						3714	11/2-1/4 RODRIGUEZ	37.74	
14411	02/04/05	165.83	147	ZEE MEDICAL SERVICE CO.		3715	SAFETY SUPPLIES/PT	21.54	
						3716	SAFETY SUPPLIES	144.29	
14412	02/04/05	505.49	174	SAYLOR & HILL COMPANY		3740	ADDTL PREM RESEARCH	505.49	
14413	02/04/05	2,150.40	180	MANPOWER		3717	TEMP/IT W/E 1/2	614.40	
						3718	TEMP/IT W/E 1/9	1,536.00	

1.2-5

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

DATE: 02/01/05 THRU 02/28/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
14414	02/04/05	39.27	192	ALWAYS UNDER PRESSURE		3719	REPAIRS/MAINTENANCE	39.27	
14415	02/04/05	289.95	282	GRAINGER		3720	LAMPS/FACIL	41.19	
						3721	SAFETY GLASSES/FAC	77.29	
						3722	OFFICE SUPPLIES/OPS	171.47	
14416	02/04/05	72.91	372	FEDERAL EXPRESS		3723	DEC/JAN MAILINGS	72.91	
14417	02/04/05	1,850.27	378	STEWART & STEVENSON		3675	REV VEH PARTS	1,802.95	
						3676	REV VEH PARTS	47.32	
14418	02/04/05	90.44	422	IMAGE SALES INC.		3724	PHOTO SUPPLIES/HRD	90.44	
14419	02/04/05	2,790.00	432	EXPRESS PERSONNEL SERVICES		3677	TEMP W/E 1/2 FLEET	930.00	
						3678	TEMP W/E 1/9 FLEET	930.00	
						3679	TEMP W/E 1/16 FLEET	930.00	
14420	02/04/05	164.36	434	VERIZON WIRELESS-PAGERS		3725	FEB PAGERS	164.36	
14421	02/04/05	53.38	434B	VERIZON CALIFORNIA		3680	MT. BIEWLASKI	53.38	
14422	02/04/05	105.11	448	UNISOURCE		3681	COPY PAPER FLEET	105.11	
14423	02/04/05	39.97	494	PC MAGAZINE		3726	PC MAGAZINE/IT	39.97	
14424	02/04/05	295,771.97	502	CA PUBLIC EMPLOYEES'		3727	FEB MEDICAL INS	295,771.97	
14425	02/04/05	37.35	566	ARROWHEAD MTN SPRING WATER		3682	DEC WATER FLEET	37.35	
14426	02/04/05	90.35	667	CITY OF SCOTTS VALLEY		3728	11/15-1/15 KINGS VLG	90.35	
14427	02/04/05	9,056.25	683	TRISTAR RISK MANANGEMENT		3729	FEB WC SVC FEE	9,056.25	
14428	02/04/05	4,200.00	804	ORTHOPAEDIC HOSPITAL	7	3730	NOV PROF/TECH SVCS	2,200.00	
						3731	DEC PROF/TECH SVCS	2,000.00	
14429	02/04/05	42,042.21	875	PACIFICARE DENTAL		3732	FEB DENTAL	42,042.21	
14430	02/04/05	374.20	877	COUNTY OF SANTA CRUZ		3741	PAYROLL DEDUCT CHGS	374.20	
14431	02/04/05	768.00	878	KELLY SERVICES, INC.		3733	TEMP/LGL W/E 1/9	768.00	
14432	02/04/05	3,334.19	909	CLASSIC GRAPHICS		3683	OUT REPAIR REV VEH	358.43	
						3684	OUT REPAIR REV VEH	358.43	
						3685	OUT REPAIR REV VEH	2,617.33	
14433	02/04/05	103.71	973	SANTA CRUZ DODGE		3686	REV VEH PARTS	103.71	
14434	02/04/05	24,575.80	977	SANTA CRUZ TRANSPORTATION, LLC		3734	DEC 04 PT SVCS	24,575.80	
14435	02/04/05	35.00	E081	REGAN, MICHAEL		3687	DRIVERS LICENSE	35.00	
14436	02/04/05	45.00	E192	SOUZA, JUDY		3735	DMV/VTT FEES	45.00	
14437	02/04/05	35.00	E331	LEE, VIRGINIA		3736	DMV FEES	35.00	
14438	02/04/05	45.00	E377	CUMMINS, MAJOR BUDDY		3737	DMV/VTT FEES	45.00	
14439	02/04/05	45.00	E378	GRANADOS-BOYCE, MARIA		3738	DMV/VTT FEES	45.00	
14440	02/04/05	3,200.00	R433	ZURICH NORTH AMERICA		3739	SETTLEMENT CLAIM	3,200.00	
14441M02/10/05		248.56	788	SCMTD PETTY CASH - FINANCE		3893	PETTY CASH/FINANCE	248.56	MANUAL
14442	02/18/05	992.36	001	PETTY CASH/FINANCE		3780	FEB PHONE/IT	596.18	
						3781	FEB PHONES	396.18	
14443	02/18/05	13,465.86	001036	STANDARD INSURANCE COMPANY		3894	LIFE/AD&D INS	13,465.86	
14444	02/18/05	381.76	001038	TWINVISION NA INC.		3742	REV VEH PARTS	381.76	
14445	02/18/05	590.03	001039	GRAFFITI REMOVAL, INC.		3743	VANDAL SHIELDS	590.03	
14446	02/18/05	8,127.99	001048	CRUZ CAR WASH		3782	REV VEH FUEL/PT	7,556.37	
						3783	VEH WASH SVCS/PT	571.62	
14447	02/18/05	175.00	001062	ALLTERRA ENVIRONMENTAL INC.		3784	JAN 05 PROF SVCS	175.00	
14448	02/18/05	2,105.29	001063	NEW FLYER INDUSTRIES LIMITED		3744	REV VEH PARTS 1354	1,354.20	
						3745	REV VEH PARTS	203.13	
						3746	REV VEH PARTS 548	547.96	
14449	02/18/05	216.85	001066	WESCO PERFORMANCE INC.		3747	REV VEH PARTS	216.85	
14450	02/18/05	200.26	001112	BRINKS TROPHY SHOPPE	7	3785	OFFICE SUPPLIES/FAC	200.26	

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

DATE: 02/01/05 THRU 02/28/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
14451	02/18/05	330.87	001315	WASTE MANAGEMENT		3786	JAN MT HERMON/KINGS	43.27	
						3787	JAN KINGS VILLAGE	145.23	
						3788	JAN RESEARCH PARK	142.37	
14452	02/18/05	814.47	001379	SAFETY-KLEEN SYSTEMS, INC.		3789	HAZ WASTE DISPOSAL	814.47	
14453	02/18/05	42.25	001648	STEVE'S UNION SERVICE		3748	JAN FUEL	42.25	
14454	02/18/05	1,444.74	001800	THERMO KING OF SALINAS, INC		3749	REV VEH PARTS	1,444.74	
14455	02/18/05	93.75	001856	BAY COMMUNICATIONS	7	3790	OUT REPAIR PHONES	93.75	
14456	02/18/05	10.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		3791	COPIES/LEGAL	10.00	
14457	02/18/05	109.34	001976	SPORTWORKS NORTHWEST, INC.		3750	REV VEH PARTS 105	109.34	
14458	02/18/05	2,874.29	001A	SBC/MCI		3792	JAN PHONE/IT	92.28	
						3793	JAN PHONE/IT	177.26	
						3794	JAN PHONE/IT	177.26	
						3795	JAN PHONES	2,047.09	
						3796	JAN PHONES/PT	255.47	
						3797	JAN PHONES/PT	124.93	
14459	02/18/05	321.02	002028	WESTCOAST LEGAL SERVICE	7	3798	PROF/TECH SVCS	321.02	
14460	02/18/05	2,735.00	002034	CARLON'S FIRE EXTINGUISHER		3799	5 YR FIRE TEST/SVC	2,735.00	
14461	02/18/05	166.27	002063	COSTCO		3800	PHOTO PROCESS/OPS	24.34	
						3801	MB BLDG BRK 1/14	105.52	
						3802	PHOTO PROCESS/OPS	30.25	
						3803	PHOTO PROCESS/RISK	6.16	
14462	02/18/05	69.92	002094	TRANSIT CARE, INC.		3751	LATCH, ASSY	69.92	
14463	02/18/05	167.94	002106	AMERICAN SUPPLY COMPANY		3804	CLEANING SUPPLIES/PT	167.94	
14464	02/18/05	2,852.78	002117	IULIANO, NICK	7	3805	2004 UTILITIES	2,540.73	
						3806	PROP TAX FEB-JUN	312.05	
14465	02/18/05	2,000.00	002267	SHAW & YODER, INC.		3807	DEC LEGISLATIVE SVCS	2,000.00	
14466	02/18/05	25,834.20	002295	FIRST ALARM		3808	JAN SECURITY	25,834.20	
14467	02/18/05	3,750.00	002346	CHANEY, CAROLYN & ASSOC., INC.		3809	FEB LEGISLATIVE SVCS	3,750.00	
14468	02/18/05	195.59	002713	SANTA CRUZ AUTO TECH, INC.		3810	OUT RPR REV VEH/PT	195.59	
14469	02/18/05	106.32	004	NORTH BAY FORD LINC-MERCURY		3752	REV VEH PARTS	106.32	
14471	02/18/05	28,191.39	009	PACIFIC GAS & ELECTRIC		3753	12/31-1/31 CNG/G RVR	11,607.23	
						3754	12/30-1/31 CNG/E RVR	1,542.28	
						3811	10/26-12/23 SAKATA	20.94	
						3812	12/24-1/25 SAKATA	11.71	
						3813	12/24-1/25 SAKATA	11.47	
						3814	12/29-1/27 RODRIGUEZ	1,149.49	
						3815	12/31-1/28 111 DUB	661.08	
						3816	12/31-1/28 111 DUB	2,237.79	
						3817	12/31-1/28 370 ENC	1,746.14	
						3818	12/31-1/28 370 ENC	1,101.05	
						3819	12/29-1/27 RODRIGUEZ	118.91	
						3820	12/30-1/31 GOLF CLUB	1,463.68	
						3821	12/30-1/31 GOLF CLUB	1,697.46	
						3822	12/30-1/31 1200 RVR	1,752.01	
						3823	12/30-1/31 1200 RVR	695.26	
						3824	12/30-1/31 1122 RVR	47.89	
						3825	1/5-2/2 PACIFIC	1,007.69	
						3826	1/5-2/2 PACIFIC	452.18	
						3827	1/5-2/2 PACIFIC	338.17	
						3828	1/12-2/11 PAUL SWT	80.64	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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 ALL CHECKS FOR COAST COMMERCIAL BANK

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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NUMBER	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						3829	1/8-2/9 KINGS VLG	416.19	
						3830	1/8-2/9 KINGS VLG	32.13	
14472	02/18/05	5,164.11	018	SALINAS VALLEY FORD SALES		3755	REV VEH PARTS	1,180.41	
						3756	REV VEH PARTS	3,983.70	
14473	02/18/05	63.48	020	ADT SECURITY SERVICES INC.		3831	ANNUAL SVCS/OPS	63.48	
14474	02/18/05	370.09	036	KELLY-MOORE PAINT CO., INC.		3832	TAPE/BENCH PAINT	370.09	
14475	02/18/05	2,415.68	041	MISSION UNIFORM		3757	JAN UNIF/LAUNDRY FLT	1,950.13	
						3833	JAN UNIF/LAUNDRY PT	22.05	
						3834	JAN UNIFORMS/LAUNDRY	443.50	
14476	02/18/05	213.97	074	KENVILLE LOCKSMITHS	7	3835	DEC/JAN LOCKS/KEYS	213.97	
14477	02/18/05	7,155.75	079	SANTA CRUZ MUNICIPAL UTILITIES		3836	12/28-1/28 PACIFIC	81.34	
						3837	12/28-1/28 PACIFIC	2,198.14	
						3838	12/29-1/27 GOLF CLUB	822.42	
						3839	12/29-1/27 370 ENC	67.48	
						3840	12/29-1/27 370 ENC	872.90	
						3841	12/29-1/27 1200 RVR	2,127.96	
						3842	12/29-1/27 111 DUB	690.30	
						3843	11/30-2/7 RESEARCH	295.21	
14478	02/18/05	15,728.45	085	DIXON & SON TIRE, INC.		3758	JAN TIRES/TUBES FLT	15,283.67	
						3844	JAN TIRES PT	444.78	
14479	02/18/05	396.16	087	RECOGNITION SERVICES		3845	EMP INCENTIVE 249	276.14	
						3846	EMP INCENTIVE 104	120.02	
14480	02/18/05	685.85	107	SAN LORENZO LUMBER		3847	REPAIRS/MAINTENANCE	685.85	
14481	02/18/05	2,157.12	117	GILLIG CORPORATION		3759	REV VEH PARTS	945.15	
						3760	OTHER MOBILE SUPPLY	1,211.97	
14482	02/18/05	2,253.50	134	DAY WIRELESS SYSTEMS		3761	FEB OUT REPAIR EQUIP	2,253.50	
14483	02/18/05	2,266.35	135	SANTA CRUZ AUTO PARTS, INC.		3762	REV VEH PARTS/SUPPLY	2,051.73	
						3848	REV VEH PARTS/PT	214.62	
14484	02/18/05	720.38	149	SANTA CRUZ SENTINEL		3763	JAN ADVERTISING	720.38	
14485	02/18/05	645.18	161	OCEAN CHEVROLET INC		3849	REV VEH PARTS/PT	251.42	
						3850	REV VEH PARTS/PT	393.76	
14486	02/18/05	532.96	166	HOSE SHOP, THE		3764	PARTS & SUPPLIES	498.39	
						3851	REPAIRS/MAINTENANCE	34.57	
14487	02/18/05	1,291.70	170	TOWNSEND'S AUTO PARTS		3765	REV VEH PARTS FLT	1,291.70	
14488	02/18/05	1,766.40	180	MANPOWER		3852	TEMP/IT W/E 1/16	1,766.40	
14489	02/18/05	155.75	186	WILSON, GEORGE H., INC.		3853	REPAIRS/MAINTENANCE	155.75	
14490	02/18/05	1,474.59	191	GOLDEN GATE PETROLEUM		3766	JAN OIL FLEET	704.18	
						3767	JAN OIL FLEET	770.41	
14491	02/18/05	2,351.82	220	JONES COMPANY, THE ED		3854	SAFE DRIVER PANELS	2,042.01	
						3855	SUPERVISOR BADGES	309.81	
14492	02/18/05	3,624.22	221	VEHICLE MAINTENANCE PROGRAM		3768	REV VEH PARTS 3624	3,624.22	
14493	02/18/05	75.09	276	SCOTTS VALLEY SPRINKLER		3856	REPAIRS/MAINTENANCE	75.09	
14494	02/18/05	826.67	282	GRAINGER		3769	SAFETY SUPPLIES	641.93	
						3857	REPAIRS/MAINTENANCE	184.74	
14495	02/18/05	323.44	294	ANDY'S AUTO SUPPLY		3770	REV VEH PARTS	15.37	
						3771	REV VEH PARTS/SUPPLY	308.07	
14496	02/18/05	153.00	367	COMMUNITY TELEVISION OF		3858	TV COVERAGE 1/28 MTG	153.00	
14497	02/18/05	2,160.59	378	STEWART & STEVENSON		3772	REV VEH PARTS	1,615.52	
						3773	REV VEH PARTS	545.07	
14498	02/18/05	295.00	421	PACE PUBLICATIONS		3859	TRANSIT ACCESS/PT	295.00	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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14499	02/18/05	258.84	448	UNISOURCE		3860	COPY PAPER/ADM	49.10	
						3861	COPY PAPER/PT	209.74	
14500	02/18/05	2,511.40	480	DIESEL MARINE ELECTRIC, INC.		3774	REV VEH PARTS	2,511.40	
14501	02/18/05	321.00	481	PIED PIPER EXTERMINATORS, INC.		3862	JAN PEST CONTROL/	271.00	
						3863	CHINA EXPRESS	50.00	
14502	02/18/05	953.90	504	CUMMINS WEST, INC.		3775	REV VEH PARTS	745.00	
						3776	REV VEH PARTS	208.90	
14503	02/18/05	114.00	507	LORMAN EDUCATION SERVICES		3864	CNTRCT CLAUSES 109	114.00	
14504	02/18/05	191.92	510	ASCOM HASLER LEASING		3865	MAR EQUIP RENTAL	191.92	
14505	02/18/05	94.36	511	LUMINATOR		3777	REV VEH PARTS 90	94.36	
14506	02/18/05	128.27	534	REGENTS OF UNIVERSITY OF CALIF		3866	ADVISING CA EMPLYRS	128.27	
14507	02/18/05	70.00	682	WEISS, AMY L.	7	3867	PROF SVCS 1/28	70.00	
14508	02/18/05	192.88	691	EAGLE AUTOMOTIVE		3778	OUT REPAIR REV VEH	192.88	
14509	02/18/05	174.53	848	SANTA CRUZ ELECTRONICS, INC.		3868	COMPUTER SUPPLIES/IT	174.53	
14510	02/18/05	1,008.00	852	LAW OFFICES OF MARIE F. SANG	7	3869	WORKERS COMP CLAIMS	882.00	
						3870	WORKERS COMP CLAIMS	126.00	
14511	02/18/05	789.14	854	AMERICAN SEATING COMPANY		3779	REV VEH PARTS	789.14	
14512	02/18/05	2,675.68	856	ANGI INTERNATIONAL LLC		3871	CNG PARTS	215.27	
						3872	CNG ELEMENTS	1,100.29	
						3873	CNG PARTS	1,360.12	
14513	02/18/05	2,880.00	878	KELLY SERVICES, INC.		3898	TEMP/LGL W/E 1/30	960.00	
						3899	TEMP/LGL W/E 1/23,16	1,920.00	
14514	02/18/05	137.02	932	A.L. LEASE COMPANY, INC.		3874	REPAIRS/MAINTENANCE	137.02	
14515	02/18/05	21,843.44	941	FORTIS BENEFITS INSURANCE CO.		3875	JAN/FEB LTD INS	21,843.44	
14516	02/18/05	757.00	950	PARADISE LANDSCAPE	7	3876	FEB MAINTENANCE	627.00	
						3877	PEST CNTRL/SVTC	65.00	
						3878	PEST CNTRL/SVTC	65.00	
14517	02/18/05	42,270.22	975	TRISTAR RISK MANAGEMENT NO. 2		3879	JAN TRUST ACCOUNT	42,270.22	
14518	02/18/05	100.00	B003	BEAUTZ, JAN	7	3882	JAN BOARD MTG	100.00	
14519	02/18/05	50.00	B006	HINKLE, MICHELLE	7	3884	JAN BOARD MTG	50.00	
14520	02/18/05	100.00	B007	KEOGH, MICHAEL	7	3885	JAN BOARD MTG	100.00	
14521	02/18/05	50.00	B010	NORTON, DENNIS	7	3886	JAN BOARD MTG	50.00	
14522	02/18/05	100.00	B011	REILLY, EMILY	7	3887	JAN BOARD MTG	100.00	
14523	02/18/05	100.00	B012	SPENCE, PAT	7	3890	JAN BOARD MTG	100.00	
14524	02/18/05	100.00	B014	CITY OF WATSONVILLE		3892	JAN BOARD MTG	100.00	
14525	02/18/05	100.00	B015	ROTKIN, MIKE	7	3888	JAN BOARD MTG	100.00	
14526	02/18/05	100.00	B016	SKILLICORN, DALE	7	3889	JAN BOARD MTG	100.00	
14527	02/18/05	100.00	B017	STONE, MARK	7	3891	JAN BOARD MTG	100.00	
14528	02/18/05	100.00	B018	BUSTICHI, DENE	7	3883	JAN BOARD MTG	100.00	
14529	02/18/05	65.00	E048	MARTINEZ, MARK		3880	DMV MEDICAL EXAM	65.00	
14530	02/18/05	45.00	E193	LIMAS, GILBERTO		3881	DMV/VTT FEES	45.00	
14531	02/18/05	300.00	R434	KATZ & LAPIDES		3895	MEDIATION/CHK #1	300.00	
14532	02/18/05	300.00	R434A	KATZ & LAPIDES		3896	MEDIATION/CHK #2	300.00	
14533	02/18/05	300.00	R434B	KATZ & LAPIDES		3897	MEDIATION/CHK #3	300.00	
14534	02/25/05	10,808.88	001075	SOQUEL III ASSOCIATES	7	9000285	RESEARCH PARK RENT	10,808.88	
14535	02/25/05	1,500.00	001090	BLUE DOLPHIN CAFE	7	3910	FEB CUSTODIAL SVCS	1,500.00	
14536	02/25/05	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000286	CAPITOLA MALL RENT	1,407.05	
14537	02/25/05	1,240.00	001523	SANTA CRUZ MEDICAL CLINIC	7	3912	DEC MEDICAL EXAMS	1,240.00	
14538	02/25/05	25,145.23	002116	HINSHAW, EDWARD & BARBARA	7	9000287	370 ENCINAL RENT	25,145.23	
14539	02/25/05	13,888.00	002117	IULIANO, NICK	7	9000288	111 DUBOIS RENT	10,888.00	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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14540	02/25/05	877.76	009	PACIFIC GAS & ELECTRIC		9000289	115 DUBOIS RENT	3,000.00	
						3900	1/14-2/14 RESEARCH	114.00	
						3901	1/14-2/14 RESEARCH	763.76	
14541	02/25/05	1,742.38	043	PALACE ART & OFFICE SUPPLY		3902	OFFICE SUPPLIES	1,742.38	
14542	02/25/05	1,655.00	080	STATE BOARD OF EQUALIZATION		3903	JAN USE TAX PREPAY	1,655.00	
14543	02/25/05	2,446.19	110	JESSICA GROCERY STORE, INC.		3911	FEB CUSTODIAN SVCS	2,446.19	
14544	02/25/05	93.86	130	CITY OF WATSONVILLE UTILITIES		3904	1/1-2/1 SAKATA	13.45	
						3905	1/1-2/1 RODRIGUEZ	9.50	
						3906	1/3-2/1 SAKATA	70.91	
14545	02/25/05	1,362.64	851	I.M.P.A.C. GOVERNMENT SERVICES		3907	4055019201230121	1,362.64	
14546	02/25/05	600.00	987	LEDESMA, LETICIA		3908	LETICIA'S HAIR SALON	600.00	
14547	02/25/05	240.00	E495	WHITE, LES		3909	APTA CONF/WASH DC	240.00	
14548	02/25/05	229.97	M003	WYANT, JUDI		9000290	MED INS PREM REIMB	229.97	
14549	02/25/05	254.52	M005	ROSS, EMERY		9000291	MED INS PREM REIMB	254.52	
14550	02/25/05	459.94	M006	VAN DER ZANDE, ED		9000292	MED INS PREM REIMB	459.94	
14551	02/25/05	750.34	M007	BLAIR-ALWARD, GREGORY		9000293	MED INS PREM REIMB	750.34	
14552	02/25/05	1,075.65	M009	FREEMAN, MARY		9000294	MED INS PREM REIMB	1,075.65	
14553	02/25/05	364.49	M010	SHORT, SLOAN		9000295	MED INS PREM REIMB	364.49	
14554	02/25/05	184.57	M016	HICKLIN, DONALD KENT		9000296	MED INS PREM REIMB	184.57	
14555	02/25/05	413.09	M022	CAPELLA, KATHLEEN		9000297	MED INS PREM REIMB	413.09	
14556	02/25/05	179.92	M024	DOBBS, GLENN		9000298	MED INS PREM REIMB	179.92	
14557	02/25/05	75.17	M056	CRUISE, RICHARD		9000299	MED INS PREM REIMB	75.17	
14558	02/25/05	19.93	M057	PARHAM, WALLACE		9000300	MED INS PREM REIMB	19.93	
14559	02/25/05	19.93	M058	POTEETE, BEVERLY		9000301	MED INS PREM REIMB	19.93	
TOTAL		854,414.72		COAST COMMERCIAL BANK			TOTAL CHECKS	178	854,414.72

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Page 1 of the Ridership Report will be included in the March 25, 2005 Board Packet.

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	0	7	0	7	0	100%
FLYER/LOW FLOOR - 40'	12	1	11	10	1	10	100%
FLYER/LOW FLOOR - 35'	18	2	16	13	3	13	100%
FLYER/HIGH FLOOR - 35'	15	0	15	12	3	12	100%
GILLIG/SAM TRANS - 40'	10	0	10	3	7	3	100%
DIESEL CONVERSION - 35'	15	2	13	12	1	12	100%
DIESEL CONVERSION - 40'	14	2	12	10	2	10	100%
ORION/HIGHWAY 17 - 40'	11	1	10	7	3	7	100%
GOSHEN	3	0	3	1	2	1	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	1	7	6	1	6	100%

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF FEBRUARY 2005

BUS #	DATE	DAY	REASON
2204CG	15-Feb	TUESDAY	No beeper for kneel
2237CN	7-Feb	MONDAY	Lift does not work
8075F	4-Feb	FRIDAY	Kneel won't stay down
8077F	4-Feb	FRIDAY	Lift does not retract all the way
9826LF	15-Feb	TUESDAY	Ramp not sitting flush in the floor
9838G	24-Feb	THURSDAY	Lift does not work

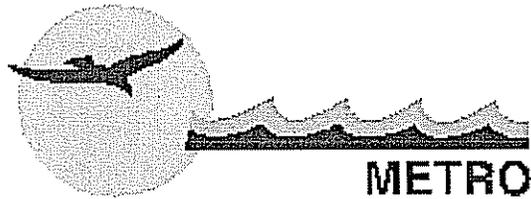
- F New Flyer
- G Gillig
- C Champion
- LF Low Floor Flyer
- GM GMC
- CG CNG
- CN SR855 & SR854
- OR Orion/Hwy 17

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

Service Interruption Summary Report
Lift Problems
02/01/2005 to 02/28/2005

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

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Agenda

Metro Advisory Committee

6:00 pm
March 16, 2005
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/ Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of February 16, 2005 MAC Meeting
- V. Staff Changes at METRO
- VI. Consideration of ParaCruz No Show Policy
- VII. Posting Courtesy Rules on Buses
- VIII. Discussion of MAC Meeting Times
- IX. Discussion of METRO's Smoking Policy
- X. Discussion of Feasibility of Reduced Fares for METRO Service
- XI. Discussion of UCSC and Cabrillo College Student Orientation to METRO
- XII. Communications to METRO General Manager
- XIII. Communications to METRO Board of Directors
- XIV. Items for Next Meeting Agenda

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XV. Adjournment

Next Meeting: Wednesday April 20, 2005 @ 6:00 pm
Santa Cruz Metro Center Conference Room
Santa Cruz Metro Center

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

January 19, 2005

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, January 19, 2005 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Due to the fact that Chair Kanoa Dynek has resigned, Vice-Chair Paul Marcelin-Sampson called the meeting to order at 6:12 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Norm Hagen
Jeff Le Blanc
Paul Marcelin-Sampson, Vice-Chair
Dennis Papadopulo
Stuart Rosenstein
Lesley Wright
Robert Yount

MEMBERS ABSENT

Dan Alper
Matthew Melzer
James Sheldon

VISITORS PRESENT

Jim Danaher, Sierra Club
and Campaign for Sensible
Transportation
Jeff North, UTU
Thom Onan, CCIL
Larry Pageler, UCSC

STAFF PRESENT

Leslie White, General Manager
Bryant Baehr, Operations Manager

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATIONS

Oral: Les White advised that MAC Chair, Kanoa Dynek, resigned effective December 22, 2004, and election of officers would be included on next month's MAC Agenda.

Oral: Norm Hagen stated that he was of the opinion that discussion of METRO's smoking policy was supposed to be included on this month's agenda. Vice-Chair Paul Marcelin-Sampson stated that he noticed some newly posted anti-smoking signage on METRO buses. Bryant Baehr stated the signage is based on suggestions from MAC.

4. CONSIDERATION OF MINUTES OF DECEMBER 15, 2004 MAC MEETING

ACTION: MOTION: NORM HAGEN SECOND: ROBERT YOUNT

ACCEPT AND FILE MINUTES OF DECEMBER 15, 2004 MAC MEETING

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Motion passed with, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Dennis Papadopulo, Stuart Rosenstein, Lesley Wright and Robert Yount voting for; and Dan Alper, Matthew Melzer and James Sheldon being absent.

5. DISCUSSION OF UCSC AND CABRILLO COLLEGE STUDENT ORIENTATION TO METRO

Larry Pageler of UCSC's Transportation and Parking Services provided MAC with student enrollment and ridership statistics and a ridership chart. He stated that new students have 3 or 4 days to learn everything they need to know about campus operations to settle into their college experience. He distributed a pamphlet that new students receive which details METRO's Night Owl Service as well as campus parking. He detailed the operations of TAPS shuttle buses and the importance of bi-directional bus service, especially during class breaks. Discussion ensued as to how UCSC and METRO can work together to enhance student ridership and knowledge of bus routes and schedules. Paul Marcelin-Sampson shared a user-friendly UCSC campus map and bus route that he developed. Discussion ensued as to development of a similar card-sized map to provide to new students. Larry Pageler stated that he thought it would be a good idea for METRO to have materials available at UCSC Fall Fest. He said that he would look into the matter.

6. FOLD-UP BIKES ON BUSES

Jim Danaher discussed fold-up bikes and the fact that allowing them on the bus would expand the mobility of bicycles. He stated that bicycle subsidies are available through Ecology Action for the purchase of fold-up bicycles. He stated that the Brompton fold-up bicycle is small enough to carry on a bus passenger's lap. Mr. Danaher asked whether METRO would be receptive to the idea of allowing fold-up bicycles on the bus. Discussion ensued as to the safety aspects of allowing fold-up bicycles on the bus. Paul Marcelin-Sampson relayed his personal experience relative to bicycles on buses. Norm Hagen suggested that MAC view a fold-up bicycle prior to making a recommendation. Bryant Baehr stated that he would make a bus available to use for a demonstration for MAC. Mr. Danaher stated that he would be able to bring a fold-up bicycle to the March MAC meeting. He stated that his PIT application is due in April or May.

**STUART ROSENSTEIN REQUESTED THAT MAC TAKE A SHORT BREAK. MAC
RECESSED AT 6:59 P.M.
MAC RECONVENED AT 7:10 P.M.**

ITEM # 9. WAS TAKEN OUT OF ORDER AT THIS TIME

9. FEASIBILITY OF REDUCED FARES FOR METRO SERVICES

Norm Hagen stated that it could be worthwhile to explore ways METRO can educate people who ride the bus on a daily basis that monthly bus passes are more economical. Bryant Baehr stated that it's been his understanding that a lot of daily bus passengers only have enough money to buy one bus pass at a time. He stated that it is also his understanding that many of the people who fall into that category would prefer to not make contact with an agency. He suggested that in order to reach those people, perhaps educational posters that illustrate the message by the use of pictures may be developed. Discussion ensued as to bus fares in other transit districts as well as the development of a fare pricing structure for every day riders versus tourists. Vice-Chair Paul Marcelin-Sampson stated that this topic could use some more

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discussion and as such, he would like this item to appear on next month's agenda. There were no objections.

10. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

11. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

None.

15. ITEMS FOR NEXT MEETING AGENDA

- Election of Officers
- MAC Meeting Times
- Feasibility of Reduced Fares for METRO Service
- METRO's No Smoking Policy
- Fold-Up Bikes
- Orientation for UCSC and Cabrillo College Student Orientation to METRO

ADJOURN

There being no further business, Vice-Chair Marcelin-Sampson thanked everyone for their participation and he adjourned the meeting at 7:31 p.m.

Respectfully submitted,



Debi Prince
Administrative Secretary

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR JANUARY 2005, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period February 1 – 28, 2005.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$19,642,265 or \$42,915 under the amount of revenue expected to be received during the first seven months of the fiscal year, based on the budget revised in December.
- Total operating expenses for the year to date, in the amount of \$17,722,304, are at 53.4% of the revised budget.
- A total of \$4,261,766 has been expended through January 31st for the FY 04-05 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 04-05 budget as of January 31, 2005. The fiscal year is 58.3% elapsed.

A. Operating Revenues

Revenues are \$42,915 under the amount projected to be received for the period. Passenger revenue is \$126,332 under budget projections due to lower farebox revenue than anticipated. Sales tax revenue is \$55,787 under the budgeted amount for the year to date. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$17,722,304 or 53.4% of the revised budget, with 58.3% of the year elapsed. Variances are explained in the notes following the report.

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C. Capital Improvement Program

For the year to date, a total of \$4,261,766 has been expended on the Capital Improvement Program. The largest expenditure was for the MetroBase project in the amount of \$3,585,779.

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 January 2005, and Budget Transfers

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MONTHLY REVENUE AND EXPENSE REPORT
 OPERATING REVENUE - JANUARY 2005

Attachment **A**

Operating Revenue	FY 04-05 Budgeted for Month	FY 04-05 Actual for Month	FY 04-05 Budgeted YTD	FY 03-04 Actual YTD	FY 04-05 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 327,739	\$ 274,169	\$ 2,301,926	\$ 2,238,574	\$ 2,053,686	\$ (248,240)	
Paratransit Fares	\$ 23,817	\$ 18,048	\$ 190,497	\$ 145,856	\$ 142,446	\$ (48,051)	
Special Transit Fares	\$ 254,700	\$ 250,558	\$ 1,100,880	\$ 1,070,516	\$ 1,204,984	\$ 104,104	
Highway 17 Revenue	\$ 75,269	\$ 87,214	\$ 548,266	\$ 384,825	\$ 614,121	\$ 65,855	
<i>Subtotal Passenger Rev</i>	\$ 681,525	\$ 629,989	\$ 4,141,569	\$ 3,839,771	\$ 4,015,237	\$ (126,332)	See Note 1
Advertising Income	\$ 7,500	\$ 7,865	\$ 7,500	\$ 17,509	\$ 45,075	\$ 37,575	See Note 2
Commissions	\$ 617	\$ 613	\$ 4,317	\$ 4,374	\$ 4,187	\$ (130)	
Rent Income	\$ 13,545	\$ 10,674	\$ 94,367	\$ 89,039	\$ 141,598	\$ 47,231	See Note 3
Interest - General Fund	\$ 25,479	\$ 39,332	\$ 172,508	\$ 168,011	\$ 226,657	\$ 54,149	See Note 4
Non-Transportation Rev	\$ 500	\$ 99	\$ 3,500	\$ 9,701	\$ 3,879	\$ 379	
Sales Tax Income	\$ 1,141,200	\$ 1,102,700	\$ 9,104,967	\$ 8,962,525	\$ 9,049,180	\$ (55,787)	See Note 5
TDA Funds	\$ -	\$ -	\$ 2,763,293	\$ 2,696,445	\$ 2,763,293	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 2,950,231	\$ 2,804,435	\$ 2,950,231	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 92,928	\$ 65,704	\$ 92,928	\$ -	
FTA Op Asst Advance	\$ -	\$ -	\$ 350,000	\$ -	\$ 350,000	\$ -	
FY 03-04 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 1,870,366	\$ 1,791,272	\$ 19,685,179	\$ 18,657,514	\$ 19,642,265	\$ (42,915)	

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**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - JANUARY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 917,905	\$ 899,262	\$ 436,909	\$ 545,146	60.6%	See Note 6
Finance	\$ 552,664	\$ 558,989	\$ 285,071	\$ 300,420	53.7%	
Customer Service	\$ 490,027	\$ 490,238	\$ 261,453	\$ 251,514	51.3%	
Human Resources	\$ 353,462	\$ 351,577	\$ 205,696	\$ 141,548	40.3%	
Information Technology	\$ 438,670	\$ 408,613	\$ 243,317	\$ 210,381	51.5%	
District Counsel	\$ 376,655	\$ 376,795	\$ 173,616	\$ 183,181	48.6%	
Facilities Maintenance	\$ 1,050,695	\$ 1,051,186	\$ 572,147	\$ 565,415	53.8%	
Paratransit Program	\$ 236,906	\$ 1,742,083	\$ 117,812	\$ 645,699	37.1%	See Note 7
Operations	\$ 1,921,272	\$ 1,907,907	\$ 1,052,570	\$ 1,072,553	56.2%	
Bus Operators	\$ 12,661,130	\$ 12,666,742	\$ 6,830,066	\$ 6,977,383	55.1%	
Fleet Maintenance	\$ 4,046,043	\$ 3,993,125	\$ 2,016,400	\$ 2,114,415	53.0%	
Retired Employees/COBRA	\$ 955,033	\$ 1,020,679	\$ 426,711	\$ 464,597	45.5%	
Total Personnel	\$ 24,000,462	\$ 25,467,196	\$ 12,621,768	\$ 13,472,252	52.9%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 568,070	\$ 568,070	\$ 297,198	\$ 312,737	55.1%	
Finance	\$ 899,457	\$ 899,919	\$ 491,198	\$ 487,425	54.2%	
Customer Service	\$ 92,060	\$ 96,060	\$ 51,559	\$ 63,770	66.4%	See Note 8
Human Resources	\$ 31,603	\$ 35,273	\$ 20,209	\$ 18,445	52.3%	
Information Technology	\$ 92,235	\$ 134,337	\$ 41,909	\$ 96,313	71.7%	See Note 9
District Counsel	\$ 11,340	\$ 11,340	\$ 7,385	\$ 6,800	60.0%	See Note 10
Risk Management	\$ 254,870	\$ 254,870	\$ 51,808	\$ 32,682	12.8%	
Facilities Maintenance	\$ 449,100	\$ 465,161	\$ 229,164	\$ 193,135	41.5%	
Paratransit Program	\$ 2,743,186	\$ 1,629,785	\$ 1,296,176	\$ 1,099,701	67.5%	See Note 11
Operations	\$ 578,730	\$ 578,774	\$ 210,800	\$ 256,386	44.3%	
Bus Operators	\$ 7,000	\$ 7,000	\$ 2,654	\$ 2,109	30.1%	
Fleet Maintenance	\$ 2,868,265	\$ 2,871,665	\$ 1,284,431	\$ 1,680,517	58.5%	
Op Prog/SCCIC	\$ 300	\$ 300	\$ 10	\$ 30	10.0%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Non-Personnel	\$ 8,596,216	\$ 7,552,554	\$ 3,984,501	\$ 4,250,052	56.3%	
Subtotal Operating Expense	\$ 32,596,678	\$ 33,019,750	\$ 16,606,268	\$ 17,722,304	53.7%	
One-Time Paratransit Expenses	\$ 350,000	\$ 145,428	\$ -	\$ -	0.0%	
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -	0.0%	
Total Operating Expense	\$ 33,246,678	\$ 33,165,178	\$ 16,606,268	\$ 17,722,304	53.4%	
YTD Operating Revenue Over YTD Expense				\$ 1,919,961		

**CONSOLIDATED OPERATING EXPENSE
JANUARY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 6,753,430	\$ 7,400,402	\$ 3,363,330	\$ 3,814,278	51.5%	
Operators Overtime	\$ 1,020,350	\$ 1,060,350	\$ 722,940	\$ 636,177	60.0%	See Note 12
Other Salaries & Wages	\$ 6,173,059	\$ 6,127,448	\$ 3,086,401	\$ 3,266,321	53.3%	
Other Overtime	\$ 165,700	\$ 166,616	\$ 159,337	\$ 84,972	51.0%	
	\$ 14,112,539	\$ 14,754,816	\$ 7,332,009	\$ 7,801,749	52.9%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 161,240	\$ 176,478	\$ 82,307	\$ 89,192	50.5%	
PERS Retirement	\$ 1,510,704	\$ 1,600,993	\$ 589,312	\$ 818,441	51.1%	
Medical Insurance	\$ 2,908,041	\$ 3,288,358	\$ 1,428,518	\$ 1,724,579	52.4%	
Dental Plan	\$ 460,743	\$ 520,945	\$ 217,492	\$ 240,219	46.1%	
Vision Insurance	\$ 125,100	\$ 140,610	\$ 66,561	\$ 75,268	53.5%	
Life Insurance	\$ 61,065	\$ 68,330	\$ 17,337	\$ 22,428	32.8%	
State Disability Ins	\$ 217,937	\$ 260,616	\$ 79,947	\$ 107,616	41.3%	
Long Term Disability Ins	\$ 237,221	\$ 250,467	\$ 122,012	\$ 118,322	47.2%	
Unemployment Insurance	\$ 71,243	\$ 91,750	\$ 49,308	\$ 60,410	65.8%	See Note 13
Workers Comp	\$ 1,473,634	\$ 1,489,828	\$ 1,123,251	\$ 756,664	50.8%	
Absence w/ Pay	\$ 2,628,861	\$ 2,780,518	\$ 1,499,855	\$ 1,643,948	59.1%	See Note 14
Other Fringe Benefits	\$ 32,135	\$ 35,281	\$ 13,858	\$ 13,418	38.0%	
	\$ 9,887,923	\$ 10,704,174	\$ 5,289,759	\$ 5,670,503	53.0%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 311,700	\$ 311,700	\$ 129,621	\$ 146,233	46.9%	
Prof/Legis/Legal Services	\$ 389,680	\$ 354,348	\$ 176,947	\$ 151,850	42.9%	
Temporary Help	\$ -	\$ 37,800	\$ -	\$ 31,561	83.5%	See Note 15
Custodial Services	\$ 83,800	\$ 95,800	\$ 44,967	\$ 40,864	42.7%	
Uniforms & Laundry	\$ 37,500	\$ 52,278	\$ 15,578	\$ 32,219	61.6%	See Note 16
Security Services	\$ 392,555	\$ 392,555	\$ 118,193	\$ 159,865	40.7%	
Outside Repair - Bldgs/Eqmt	\$ 186,546	\$ 197,534	\$ 91,532	\$ 107,115	54.2%	
Outside Repair - Vehicles	\$ 274,563	\$ 344,383	\$ 158,953	\$ 146,775	42.6%	
Waste Disp/Ads/Other	\$ 86,159	\$ 83,736	\$ 42,884	\$ 56,231	67.2%	See Note 17
	\$ 1,762,503	\$ 1,870,134	\$ 778,677	\$ 872,715	46.7%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ 100	\$ -	\$ -	0.0%	
Paratransit Service	\$ 2,606,136	\$ 1,150,000	\$ 1,216,530	\$ 897,475	78.0%	See Note 18
	\$ 2,606,236	\$ 1,150,100	\$ 1,216,530	\$ 897,475	78.0%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,560,314	\$ 1,673,754	\$ 662,433	\$ 917,569	54.8%	
Tires & Tubes	\$ 164,000	\$ 165,000	\$ 59,001	\$ 97,677	59.2%	See Note 19
Other Mobile Supplies	\$ 6,000	\$ 12,500	\$ 2,227	\$ 8,694	69.6%	See Note 20
Parts Credit	\$ -	\$ -	\$ (78,586)	\$ -	0.0%	
Revenue Vehicle Parts	\$ 344,000	\$ 349,000	\$ 222,827	\$ 253,116	72.5%	See Note 21
	\$ 2,074,314	\$ 2,200,254	\$ 867,901	\$ 1,277,056	58.0%	

**CONSOLIDATED OPERATING EXPENSE
JANUARY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 23,174	\$ 30,024	\$ 6,949	\$ 13,349	44.5%	
Printing	\$ 68,925	\$ 73,750	\$ 27,905	\$ 38,726	52.5%	
Office/Computer Supplies	\$ 51,284	\$ 80,303	\$ 28,084	\$ 47,718	59.4%	See Note 22
Safety Supplies	\$ 18,375	\$ 20,518	\$ 9,344	\$ 5,401	26.3%	
Cleaning Supplies	\$ 56,100	\$ 51,770	\$ 17,429	\$ 19,776	38.2%	
Repair/Maint Supplies	\$ 65,000	\$ 67,781	\$ 29,298	\$ 29,066	42.9%	
Parts, Non-Inventory	\$ 42,000	\$ 43,000	\$ 13,659	\$ 21,122	49.1%	
Tools/Tool Allowance	\$ 9,600	\$ 24,900	\$ 2,873	\$ 4,635	18.6%	
Promo/Photo Supplies	\$ 11,645	\$ 11,945	\$ 1,076	\$ 2,836	23.7%	
	\$ 346,103	\$ 403,991	\$ 136,617	\$ 182,630	45.2%	
UTILITIES	\$ 310,305	\$ 354,105	\$ 177,352	\$ 185,058	52.3%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 582,000	\$ 582,506	\$ 357,560	\$ 338,603	58.1%	
Settlement Costs	\$ 150,000	\$ 150,000	\$ 34,172	\$ 23,379	15.6%	
Repairs to Prop	\$ -	\$ -	\$ (9,440)	\$ (14,662)	0.0%	See Note 23
Prof/Other Services	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 732,000	\$ 732,506	\$ 382,293	\$ 347,319	47.4%	
TAXES	\$ 48,594	\$ 49,539	\$ 27,273	\$ 27,304	55.1%	
MISC EXPENSES						
Dues & Subscriptions	\$ 51,176	\$ 51,176	\$ 25,733	\$ 23,533	46.0%	
Media Advertising	\$ -	\$ -	\$ 40	\$ 9,891	0.0%	
Employee Incentive Program	\$ 7,820	\$ 7,820	\$ 5,696	\$ 4,239	54.2%	
Training	\$ 5,900	\$ 6,200	\$ 7,319	\$ 59	1.0%	
Travel	\$ 19,915	\$ 20,015	\$ 11,019	\$ 1,557	7.8%	
Other Misc Expenses	\$ 17,900	\$ 18,100	\$ 9,009	\$ 8,793	48.6%	
	\$ 102,711	\$ 103,311	\$ 58,814	\$ 48,072	46.5%	
OTHER EXPENSES						
Leases & Rentals	\$ 613,450	\$ 696,821	\$ 339,045	\$ 412,423	59.2%	See Note 24
	\$ 613,450	\$ 696,821	\$ 339,045	\$ 412,423	59.2%	
One-Time Paratransit Exp	\$ 350,000	\$ 145,428	\$ -	\$ -		
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -		
Total Operating Expense	\$ 33,246,678	\$ 33,165,178	\$ 16,606,268	\$ 17,722,304	53.4%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 04-05 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Program Budget	Expended in January	YTD Expended
Grant Funded Projects			
MetroBase	\$ 16,000,000	\$ 7	\$ 3,585,779
Urban Bus Replacement	\$ 1,675,432		\$ 473,502
Short Range Transit Plan	\$ 100,000		
	\$ 17,775,432		
District Funded Projects			
Bus Stop Imprvmnts/Bus Shelter Projects	\$ 49,200		\$ 15,387
IT Projects including GIRO carryover	\$ 15,200	\$ 1,129	\$ 13,119
Facilities Repairs & Improvements	\$ 26,500		
Non-Revenue Vehicle Replacement	\$ 195,000		
Office Equipment	\$ 33,900		\$ 25,330
Diagnostic Scanner	\$ 3,000		\$ 15,648
ParaCruz Equipment	\$ 81,500	\$ 95	\$ 133,001
	\$ 404,300		
TOTAL CAPITAL PROJECTS	\$ 18,179,732	\$ 1,231	\$ 4,261,766
CAPITAL FUNDING SOURCES			
	Budget	Received in January	YTD Received
Federal Capital Grants	\$ 14,200,345	\$ 1,873,014	\$ 3,114,231
State/Local Capital Grants	\$ -	\$ -	\$ -
STA Funding	\$ 982,569	\$ -	\$ 215,036
Transfer from Operating Budget	\$ 81,500	\$ -	\$ 81,500
Bus Stop Improvement Reserves	\$ 39,200	\$ -	\$ -
District Reserves	\$ 2,876,118	\$ -	\$ 850,999
TOTAL CAPITAL FUNDING	\$ 18,179,732	\$ 1,873,014	\$ 4,261,766

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

1. Passenger fares (farebox and pass sales) are \$248,240 or 11% under the final budget amount for the year to date. Paratransit fares are \$48,051 or 25% under budget. Special transit fares (contracts) are \$104,104 or 9% over the budgeted amount. Highway 17 Express revenue is \$65,855 or 12% over the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first seven months of the fiscal year by a net \$126,332 or 3%.
2. Advertising income is \$37,575 over budget due to sales of exterior ads on buses. Sales had been projected to begin in January 2005. The revenue will be used to offset program start-up costs.
3. Rent income is \$47,231 over budget due to payment of temporary rent by A Tool Shed pending relocation.
4. Interest income is \$54,149 over budget due to higher interest rates, and a slightly higher treasury balance than projected for the period.
5. Sales tax income is \$55,787 below budget for the first seven months since the December wrap-up payment was lower than anticipated. For the July-September 2004 sales period, sales tax revenue for the District was down 3.4% over the previous year, while the budget projected no change. Additionally, the advances for the October-December 2004 sales period are below expectation.
6. Administration personnel expense is at 60.6% of the budget due to high workers' comp expenses during the period.
7. Paratransit program personnel expense is only at 37.1% of the budget since hiring of additional ParaCruz staff occurred in the third month of the fiscal year.
8. Customer Service non-personnel expense is at 66.4% of the budget due to higher printing and graphics expenses than anticipated for the fall schedule.
9. Information Technology non-personnel expense is at 71.7% of the budget due to volume purchases of IT supplies, payment of annual maintenance agreements and use of temporary help.
10. District Counsel non-personnel expense is at 60.0% of the budget due to temporary help costs.
11. Paratransit program non-personnel expense is at 67.5% of the budget due to payment to Community Bridges for contract services from July to October 2004. As of November 1, 2004, the major costs shifted to personnel expenses (see Note 7).
12. Operators overtime is at 60% of the budget due to shift coverage for the ParaCruz department required by current vacancies.
13. Unemployment insurance is at 65.8% of the budget because this payroll tax is charged on a calendar year basis. Most of the costs are expended in the first two months of the calendar year.

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14. Absence with pay is at 59.1% of the budget due to more employees than usual on paid leaves such as vacation, sick, or bereavement.
15. Temporary help is at 83.5% of the budget due to services utilized during vacancies and employee absences in the IT department, the Fleet Maintenance department and District Counsel's Office.
16. Uniforms and laundry expense is at 61.6% of the budget due to start-up ParaCruz expenses.
17. Waste disposal/ads/other is at 67.2% of the budget due to expenses associated with the sale of the Sakata property.
18. Contract paratransit service is at 78.0% of the budget since most of this account covers the Community Bridges billings for July to October 2004. The balance will be used to pay for contract taxicab services.
19. Tires and tubes expense is at 59.2% of the budget due to ParaCruz start-up costs.
20. Other mobile supplies expense is at 69.6% of the budget due to volume purchase of upholstery supplies.
21. Revenue vehicle parts are at 72.5% of the budget since monthly charges to this account fluctuate from month to month depending on the parts needed for repairs.
22. Office/computer supplies are at 59.4% of the budget due to volume purchase of IT supplies and ParaCruz start-up costs.
23. 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.
24. Leases and rentals are at 59.2% of the budget due to advance payment of rent for the 110 Vernon Street facility.

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FY 04-05 BUDGET TRANSFERS
2/1/05-2/28/05

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 05-016			
TRANSFER FROM:	503363-2200	Hazardous Waste Disposal	\$ (15,000)
TRANSFER TO:	505021-2200	Water, Sewer & Garbage	\$ 15,000
REASON:	To cover expected expenditures for the remainder of FY 04-05 in the Facilities Maintenance Department.		
TRANSFER # 05-017			
TRANSFER FROM:	504317-4100	Cleaning Supplies	\$ (5,000)
TRANSFER TO:	504161-4100	Other Mobile Supplies	\$ 5,000
REASON:	To cover expected expenditures for the remainder of FY 04-05 in the Fleet Maintenance Department.		

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing door-to-door demand response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- The Board receives monthly reports on the status of this service
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics reported are for the month of December 2004.

III. DISCUSSION

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

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

After a spike in the month of November, ride demand and telephone call volume returned to projected levels during December.

Performance indicators show significant improvement in overall service effectiveness and efficiency during the reporting period.

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Operating Statistics for December 2004

	<i>October 04</i>	November 04	December 04
Rides Scheduled	9016	10009	7930
Rides Performed	7521	7591	6713
Miles Driven	<i>Not reported</i>	66,034	56,619
Average trip miles	6.83	6.83	6.51
Within ready window	93.8%	84.67%	89.21%
Excessively late/missed trips	28	77	25
Call center average time to answer	<i>N/A</i>	43 seconds	38 seconds
Distinct count of riders	995	1149	867
Most frequent rider	<i>71 rides</i>	46 rides	44 rides
Percentage of shared rides	<10%	49.0%	49.1%
Passengers per revenue hour	2.02*	1.43	1.46
Percent by supplemental providers	71.9%	33.6%	22.34%
SCT cost per ride	<i>N/A</i>	\$24.34	\$23.97
TME cost per ride	<i>N/A</i>	\$21.55	\$21.55 (est)
ParaCruz cost per ride (excluding overhead) (est)	<i>N/A</i>	\$23.81(est)	\$22.41
Rides < 10 miles	<i>N/A</i>	79.91%	80.78%
Rides > 10 miles	<i>N/A</i>	20.09%	19.22%

* when rides performed by taxi, "revenue hours" reflect only actual ride times.

IV. FINANCIAL CONSIDERATIONS

None at this time

V. ATTACHMENTS

NONE

5-8.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for January 2005 increased by (13.2%) versus January 2004. Year to date student billable trips have increased by 3.6%.
- Faculty / staff trips for January 2004 decreased by (2.1%) versus January 2003. Year to date faculty / staff billable trips have decreased by (3.6%).
- Revenue received from UCSC for December 2004 was \$79,919 versus \$88,027 for December 2003 a decrease of (9.2%).

	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	17,922	962,640	3.5%	(1.3%)
Last Year	18,162	929,451		

***In January 2004 there were 19 days of instruction. In January 2005 there were 20 days of instruction.**

III. DISCUSSION

UCSC started Fall instruction on September 23, 2004. A summary of the results for January 2005 is:

- Student billable trips for the month of January 2005 were 962,640 vs. 929,451 for January 2004 an increase of 3.5%.
- Faculty / staff billable trips for the month of January 2005 were 17,922 vs. 18,162 for January 2004 a decrease of (1.3%).
- Year to date Student billable trips increased by 3.6% and faculty / staff billable trips decreased by (3.2%).

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- Revenue for January 2005 was \$227,046 versus \$211,718 for January 2004, an increase of 7.2%.

IV. FINANCIAL CONSIDERATIONS

NONE

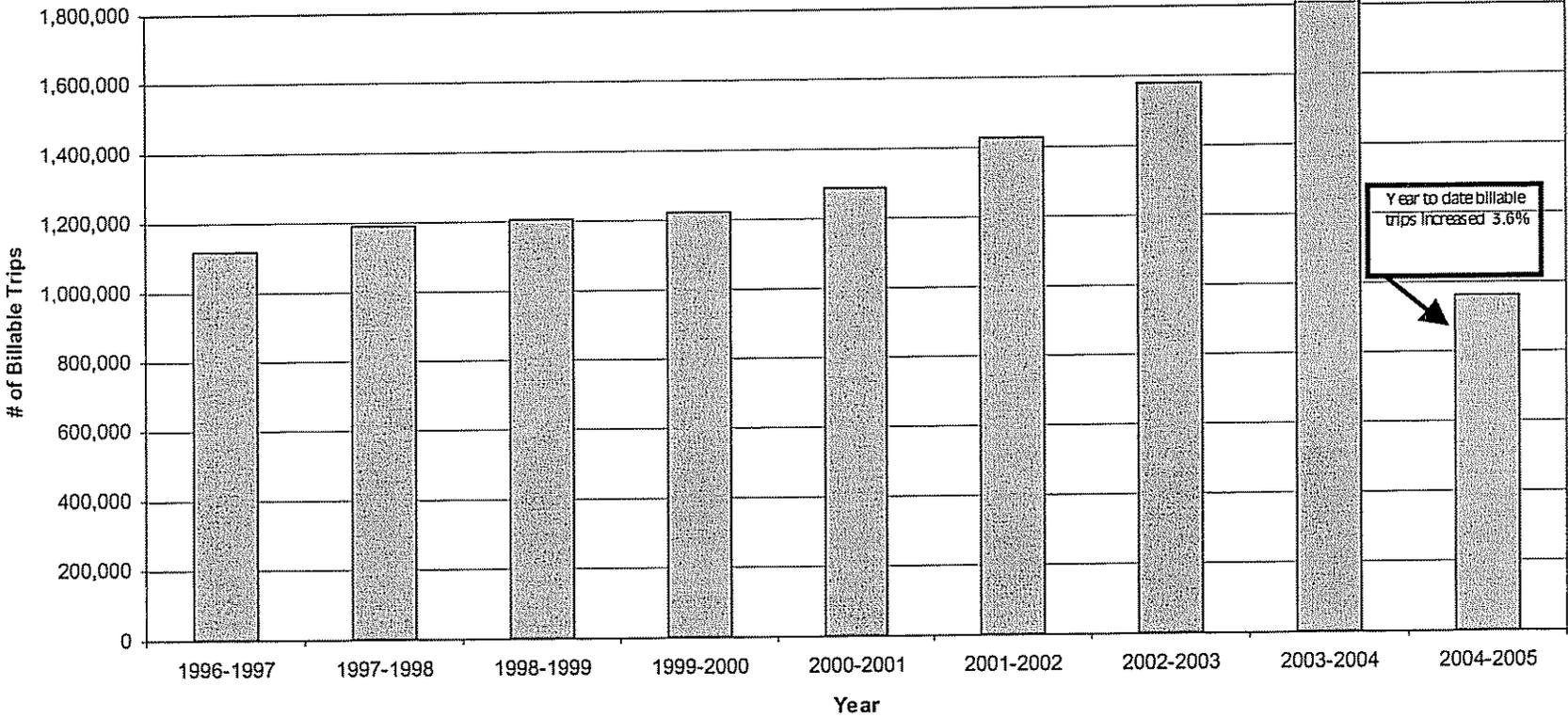
V. ATTACHMENTS

Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

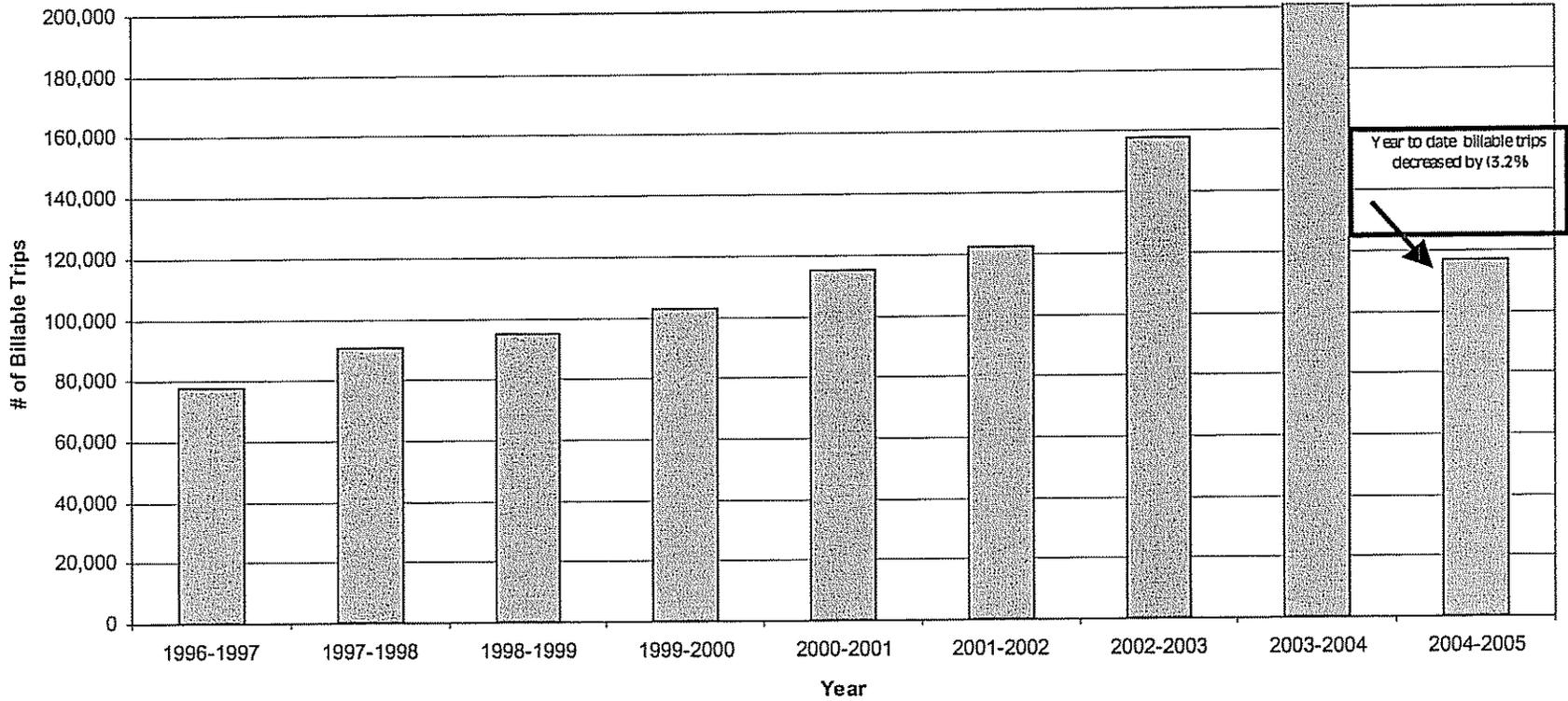
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UCSC Student Billable Trips



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UCSC Faculty / Staff Billable Trips



5-9.61

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The MetroBase Project is proceeding according to the revised schedule according to one project bid option.
- Real estate acquisition and relocation phase of the project is in final stages.
- Agreements with Surf City Produce and Odwalla have been reached and both companies will vacate premises by March 15, 2005.
- Fleet Maintenance Administration move to 110 Vernon Street completed.
- Bids are being solicited for bus parking site improvements at 115 Dubois Street.
- Letter requesting AB3090 Reimbursement designation sent to Santa Cruz County Regional Transportation Commission on February 25, 2005.

III. DISCUSSION

The MetroBase Project is proceeding according to the revised schedule. RNL Design is currently completing the new Maintenance Building design.

The completed components of the project for the review period are as follows:

A. Right Of Way (ROW)

- Ground-Breaking Ceremony was held on January 14, 2005.
- Received signed real estate and settlement signature agreement from Surf City Produce.
- Received signed settlement agreement from Odwalla.
- Surf City Produce and Odwalla will vacate the premises no later than March 15, 2005 according to the settlement agreement that has been signed by both parties.
- A Tool Shed was relocated to 280 Harvey West Blvd effective November 26, 2004.

S-10.1

- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel, and have relocated there.
- 120 Dubois Street Facility was completely vacated and keys turned over to the landlord on March 1, 2005.
- Board of Directors approved lease of property at 115 Dubois Street for bus parking and storage during construction on January 21, 2005. The lease has been signed with Iuliano 1977 Trust. Bids are being solicited for the site work construction of bus parking improvements.

B. Finance

- 25 Sakata Lane, Watsonville property being prepared for sale in April/May timeframe and will be advertised for approximately 45 days.
- FTA approved concurrence letter with appraisal for Watsonville property.

C. Architectural & Engineering (A&E)

- RNL: Design Phase is 95% complete.
- RNL Design presented to the Board of Directors options for bidding strategies in regards to cost, schedule, and benefits. Board of Directors approved one project bid option on February 25, 2005.

D. Construction Management (CM)

- MetroBase Site Plan Check Reviews completed by LP2A, City Of Santa Cruz Public Works, and Harris & Associates.

E. Construction Schedule

- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10th, 2004.
- Approved and executed L/CNG Fueling Station long lead item CNG Vessels on September 24th, 2004. CNG Vessels delivered on March 7, 2005.
- Nica DMT, demolition contractor, will commence demolition on 1122 River Street and 120 Golf Club Drive late March 2005.

IV. FINANCIAL CONSIDERATIONS

Statement by State of California Finance Director Tom Campbell that proposition 42 will need to be suspended for 2006/2007 fiscal year places \$6,363,000 in STIP funds for the project in jeopardy. Lack of adopted Federal Reauthorization Bill places \$5,261,445 in High Intensity Transit Tier funds, and \$1,137,800 of Surface Transportation Program funds in jeopardy. AB3090 reimbursement designation request for FY 07/08 sent to Santa Cruz County Regional Transportation Commission on February 25, 2005.

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V. ATTACHMENTS

NONE

5-10.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the February 3, 2005 Regular SCCRTC Meeting
Attachment B: Minutes of the February 17, 2005 Transportation Policy Workshop

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

MINUTES

Thursday,
February 3, 2005
9:00 a.m.

Board of Supervisors Chambers
701 Ocean Street
Santa Cruz CA 95060

1. Roll Call

Members Present: Jan Beautz Ellen Pirie
Edenilson Quintanilla (Alt.)
Tim Fitzmaurice (Alt.) Antonio Rivas
Cliff Barrett (Alt.) Pat Spence
Marcella Tavantzis Mark Stone
Dennis Norton Mardi Wormhoudt
Dave Murray (ex-officio)

Member Absent: Mike Keogh

Staff Present: Pat Dellin Luis Mendez
Tegan Speiser Gini Pineda
Karena Pushnik Cory Caletti
Rachel Moriconi Kim Shultz

2. Oral Communications

Dave Eselius asked if the fishhook could support an eight lane highway because eight lanes are needed.

Peter Scott, Campaign For Sensible Transportation, said that the "Yes on J" Committee had not yet filed form 460 with the County Elections office as required by law.

3. Additions or Deletions to Consent and Regular Agendas

Acting Executive Director Pat Dellin noted handouts from staff and Caltrans and replacement pages 29-44 to 29-47.

CONSENT AGENDA (Norton/Quintanilla)

Commissioner Spence asked that the minutes of the 1/6/05 Regional Transportation Commission meeting be amended to show that the first recommendation of the staff resolution regarding Item 25 "Acquisition of the Santa Cruz Branch Line

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- Updated Schedule and Financial Plan and Amendment to Consultant Contract" indicate that the Commission had approved additional language saying the timeline could be adjusted. She also asked that the three month calendar included in Commission packets list public hearings.

4. Approved Minutes of January 6, 2005 Regular SCCRTC Meeting, as amended. Commission Alternate Quintanilla abstained.
5. Approved Minutes of the January 20, 2005 Regular TPW Meeting

POLICY

No consent items.

PROJECTS and PLANNING

6. Approved Paratransit Coordination Task Force and Staff Recommendations Regarding Holding an Extra Meeting of the Paratransit Coordination Task Force
7. Accepted Report on the Governor's Proposed FY05/06 State Budget
8. Accepted Highway 1 Projects Status Report

COMMISSION BUDGET AND EXPENDITURES

9. Approved Budget and Administration/Personnel Committee and Staff Recommendations to Amend the FY04/05 Budget (Resolution 29-05)
- 9.1 Approved Staff Recommendations Regarding Expenditure of Funds for Printing the Regional Transportation Plan (RTP) and RTP Environmental Impact Report (EIR) (Resolution 30-05)

ADMINISTRATION

10. Approved Elderly and Disabled Technical Advisory Committee (E&D TAC) and Staff Recommendation Regarding Appointment to the E&D TAC
11. Accepted FY04-05 Second Quarter Report on the SCCRTC Work Program

COMMITTEE MINUTES

12. Accepted Draft Minutes of the Bicycle Committee Meeting of January 10, 2005

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13. Accepted Draft Minutes of the Elderly and Disabled Transportation Advisory Committee Meeting of January 11, 2005
14. Accepted Draft Minutes of the Paratransit Coordination Task Force Meeting of January 19, 2005
15. Accepted Final Minutes of the Paratransit Coordination Task Force Meeting of December 15, 2004

INFORMATION/OTHER

16. Accepted Monthly Meeting Schedule
17. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies - None
18. Accepted Correspondence Log (was distributed at the meeting)
19. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues
20. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
21. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
 - a. Handouts and Replacement Pages for the January 6, 2005 Regular Transportation Commission Meeting
 - b. Handouts for the January 20, 2005 Transportation Policy Workshop Meeting
 - c. Handouts for the January 20, 2005 Evening Public Hearing on Highway 1 Widening/HOV Lane Project
22. Accepted Information Items
 - a. January 12, 2005 Mercury News Article Titled *Warning Issued on Road Projects*
 - b. SCCRTC Staff Contact Information and Major Assignments
 - c. State Route 152/156 Improvement Project Informational Open House

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

No Consent Items

REGULAR AGENDA

23. Commissioner Reports - None

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24. Director's Report

Acting Executive Director Pat Dellin welcomed new Commissioner Marcella Tavantzis, representing the SCMTD, and offered to meet with newly designated Commissioners and Alternates for an orientation. Ms. Dellin updated the Commission on the recruitment for a permanent Executive Director and announced that a Transportation Policy Workshop will be held on February 17, 2005 at 9:00 a.m.

25. Caltrans Report

Dave Murray, Branch Chief for Development and Planning for Caltrans District 5, reviewed the project report and a letter from Gregg Albright, District Director, that addressed questions raised by Commissioners at the Commission January meeting.

26. Highway 1/17 Merge Lanes Project - Oral Presentation by Caltrans

Acting Executive Director Pat Dellin said the Highway 1/17 Merge Lanes Project would be ready to go to construction soon and that it was important that the public be informed about the state budget crisis which may delay the project. She added that although the funding was not likely to be available soon, it is good that the project will be ready when State Transportation Improvement Program (STIP) funds become available. Also, it is important for the Commission and the public to be aware of this upcoming, large-scale project.

Luis Duazo, Caltrans Project Manager for the Highway 1/17 Merge Lanes Project, and Caltrans landscape designer Brian Parker gave a PowerPoint presentation regarding the current status of the project, the public awareness campaign and the suggested designs for soundwalls and landscape mitigation.

Mr. Parker asked for Commission feedback on the various soundwall designs for the section of the soundwall that cannot be hidden with landscaping because it is to be built on top of existing structures.

Commissioners discussed their preferences for either abstract or representational designs, asked about cost factors for the different designs that were presented and questioned how graffiti would be handled.

Commission Alternate Barrett suggested planters on top of the soundwall so that hanging plants and vines could drape down the side of the soundwall.

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Commissioner Norton moved to approve the wave pattern design. Commission Alternate Quintanilla seconded.

Public Comment was heard.

Dave Eselius said he thought a glazed finish instead of a rough brick surface would make graffiti removal easier. Mr. Parker pointed out that glazing would have to be reapplied after the surface had been cleaned.

Commissioners expressed their opinions about the wave pattern design.

The vote was taken and the motion failed with Commissioner Norton and Commission Alternate Quintanilla voting "aye".

Commissioner Wormhoudt moved that Caltrans develop an abstract design using the same colors for the blocks as the blocks in the rest of the soundwall. Commission Alternate Fitzmaurice seconded with the addition that Caltrans return with an evaluation and response to Commission Alternate Barrett's ideas regarding plants installed at the top of the soundwalls, including costs and feasibility.

The motion was approved unanimously.

The discussion turned to landscaping plans. Commissioner Beautz asked about the size of the trees that Caltrans would initially plant. Mr. Parker replied that 15 gallon trees that were fast growing species would be installed.

Bonnie Morr asked that landscape maintenance should be pesticide free and that ground cover and mulch will always be maintained to prevent the need for pesticides.

Peter Scott asked what species of trees were planned. Mr. Parker listed big leaf maples, redwoods, alders, willows, madrone, ironwood and some ornamental species such as Chinese pistachio as among those planned. He said that most trees would be native species and that the landscaping was designed for drought tolerance and to be pest free.

Commissioners asked about the closure of the Emeline off-ramp during construction, the streets affected by detours and if provisions with law enforcement were being made.

Michael Lim, Caltrans Design, said that this section will be the most complicated section to build. He said that there would be closure of two lanes during construction and that Water, Branciforte, Market, Fairmont, Emeline and Grant Streets would be used for detours. He said that Caltrans is contracting with the Santa Cruz Police Department to provide

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additional enforcement during construction. He said that Caltrans could provide a graphic of the proposed lane closures.

Commissioner Spence asked if there was still funding to start the soundwalls as stand-alone projects as had been mentioned in the past. Mr. Lim said that it is unclear whether such funding is still available.

Dave Eselius said that sound is a national problem and that he wanted Caltrans to explore other solutions to develop quieter paving surfaces.

Paul Elerick said that while he is looking forward to the safety improvements at the fishhook, he would oppose extending the merge lanes.

Ray Miller said that he wants to know whether his property would be affected by the widening or the soundwall construction.

Micah Posner asked whether there is any relationship between releasing funds for this project and the MetroBase.

27. Highway 1 Soquel/Morrissey Merge Lanes Project - Federal Funding Request

Acting Executive Director Pat Dellin said that the proposed federal reauthorization bill from last year is no longer on the table and that the Commission needs to request a new federal earmark for funding a Highway 1 project. She said a smaller, more affordable project should be considered and that the staff proposal is to ask for a federal earmark for between the Morrissey Blvd and Soquel Drive interchanges. Ms. Dellin said that this project is consistent with the 1/17 Merge Lanes Project and would help with congestion on Highway 1. She said that staff recommended that the Highway 1 Soquel/Morrissey Merge Lanes Project be added as two phases to the *Draft 2005 Regional Transportation Plan*. She noted that a letter from Congressman Farr's office about the project was handed out.

Dave Eselius said that the Commission is talking about operational changes which do not improve the capacity of the road and suggested that the Commission reanalyze what actual needs will be in 2020.

Micah Posner recommended asking Congressman Farr for help with projects that the community wants and stated that widening highways does not work.

Ray Miller suggested assessments on new housing to pay for homes that will get torn down to gain right-of-way.

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Mavis Drake said she would lose her home and that 5-7 homes in her neighborhood would be taken for the project.

Acting Executive Director Pat Dellin said that this project would not take away homes as the project limits are within the current right-of-way.

Commissioners discussed whether the northbound phase or the southbound phase should begin first. Director Dellin said that initial studies had shown that the northbound direction needs the added lanes more but that additional traffic studies would be done.

Commission Alternate Quintanilla moved and Commissioner Beautz seconded to accept the staff recommendations to:

1. Approve submitting a federal earmark request in the amount of \$9.85 million for the proposed Highway 1 Soquel/Morrissey Merge Lanes Project;
2. Approve adding the Highway 1 Soquel/Morrissey Merge Lanes Project as two phases in the constrained list of projects in the *Draft 2005 Regional Transportation Plan*;
3. Direct the Highway 1 PA/ED consultants to pursue environmental review of the project; and,
4. If the federal earmark is approved, direct staff to return with recommendations to complete the funding package for this project.

Commission Alternate Fitzmaurice asked about the final design and said that he thought the defeat of Measure J amounted to a local referendum against widening the highway. He said that support from Congressman Farr was voided by the caveat that the project failed to demonstrate public support.

Director Dellin said that a Project Study Report on operational improvements had been done a few years ago and Caltrans had looked at auxiliary lanes at that time.

Commissioners discussed their interpretation of the caveats in Congressman Farr's letter and asked the Congressman's field representative, Rachel Dann, to clarify the Congressman's position.

Ms. Dann said that the Congressman wants to make sure that the project is publicly supported.

Commissioner Spence called the question.

Commissioner Wormhoudt said she supported the Highway 1/17 Merge Lanes Project but did not see why the Commission was talking about expanding the project when there is no money for it and that incremental expansion of Highway 1 was not appropriate.

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The motion passed with Commissioner Wormhoudt and Commission Alternate Fitzmaurice voting "no".

28. Santa Cruz MetroBase Project - Update on STIP Amendment and Potential AB3090 Request

Acting Executive Director Pat Dellin said she had been working with SCMTD General Manager Les White and Commissioner Keogh regarding the MetroBase project. She added that by trading funds from other projects the RTC had been successful in getting the California Transportation Commission to approve programming the MetroBase project into the FY06-07 State Transportation Improvement Program.

Ms. Dellin said that because the state budget crisis is so severe, STIP projects in the future could be jeopardized and that staff recommends that the SCMTD Board of Directors consider whether it would want to request an AB3090 reimbursement in FY07-08. She said that this project is not in conflict with the proposed AB3090 reimbursement for the rail project since they would be repaid in different fiscal years.

Commissioner Beautz motioned and Commissioner Norton seconded to approve the staff recommendations to:

1. Accept information on the California Transportation Commission's (CTC) approval of Santa Cruz Metropolitan Transit District (Metro) and RTC's request to program FY06-07 State Transportation Improvement Program (STIP) funds to the MetroBase Consolidated Bus Operations Facility project; and
2. Request the Transit District Board consider whether it wishes to request an AB3090 reimbursement for the MetroBase project in FY07/08; and
3. Direct staff to report back to the March RTC meeting with an update of the Transit District's deliberations and a proposed amendment to the 2004 Regional Transportation Improvement Program (RTIP) if the Transit District wishes to pursue an AB3090 request.

The motion passed unanimously.

29. Acquisition of the Santa Cruz Branch Rail Line - AB3090 Designation, Concepts for the Proposition 116 Application, Concepts for a Request For Proposals (RFP) for a Shortline Operator and Information on the Demonstration Train

Acting Executive Director Pat Dellin reported that the ad hoc subcommittee on recreational rail options had met and that the California Transportation Commission (CTC) Executive Director and deputies had toured the rail line.

She said staff is "cautiously optimistic" that the subcommittee's proposal to use existing recreational rail

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service to qualify for Proposition 116 funds will be approved by CTC staff. Ms. Dellin said that Commission staff will continue to work on the Proposition 116 application as originally planned until more information is known.

Kirk Trost, Miller, Owen & Trost, said the title work is scheduled to be completed in February and that the Phase II environmental site assessment consultants are ready to proceed as soon as the Right of Entry is approved by Union Pacific and the RTC. He said that a draft Right of Entry Agreement is planned for the February Transportation Policy Workshop. Mr. Trost said he is still negotiating to see if a demonstration train can occur.

Commissioner Wormhoudt asked why the staff recommendation was to develop a Request for Proposals (RFPs) for short line operators to submit proposals for the freight service and the recreational rail service as both separate and combined proposals, since the Business Plan indicated that the recreational rail service would be viable only if the short line operator provides both services.

Mr. Trost responded that since some people were skeptical about the Business Plan's conclusions, it might be good to ask for a broader range of proposals and be able to provide every kind of information available to the Commission.

Commissioner Pirie noted that if a project other than recreational rail service between Capitola and Aptos was used, then only a freight operator would be needed.

Commissioner Beautz said that bids should only be requested for projects that the Commission wanted and not what private operators may want.

Mr. Trost said that the assumption was that the property itself was an asset and there was no harm in asking what opportunities might exist in the market place.

Commissioner Rivas asked that the Proposition 116 application include the possibility of expanding service to Watsonville.

Commissioners Pirie and Beautz agreed that adding to the project could obligate the Commission to service that wasn't feasible at this time.

Commissioner Spence asked several questions including whether a Request for Qualifications should precede a Request for Proposals, and if the Coastal Conservancy was able to provide a loan for the rail line acquisition.

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Mr. Trost said that operators will be asked to submit both qualifications and proposals at the same time. Director Dellin said that Coastal Conservancy staff have indicated that the conservancy has enough money for the loan.

Commissioner Norton said that the purchase is based on the viability of running a rail line and that he wants to hear from people who have experience. He said the RFPs ask those questions and did not want to limit information.

Commission Alternate Quintanilla agreed that recommendation 4 of the staff recommendations gave flexibility for potential operators to give options on what is viable. He also said that the Commission has expressed some interest in a passenger or commuter rail in the future and should be included in the Proposition 116 application.

Micah Posner said it was important to get people on the demonstration train and that he could provide event insurance if that could help. He also said it was the right time to think about the future and that the CTC likes to see interest in the long term.

Robert Jones asked for the same sensitivity for residents along the train as was discussed for people along Highway 1. He said he supports Commissioner Beautz' plan and said if it were the lead proposal, a demonstration train might be unnecessary. He noted that no one from the public was on the Santa Cruz Branch Rail Line Project Development Team. He also said that it was irresponsible for staff to propose an AB3090 reimbursement to repay a loan from the Coastal Conservancy to buy the railroad, because by doing so staff would have determined the project to be the highest priority in that fiscal year.

Dave Eselius wanted to continue with the theme of fiscal responsibility saying that no one is going to ride the train in order to get on a train to somewhere else; that trails along the rail line will duplicate existing trails, and questioned why trails are needed in the first place. He said the freight line is losing money and asked for a new proposal supported by reality.

Commissioner Pirie asked how a short line operator could bid on taking on maintenance without a maintenance report from Union Pacific. Mr. Trost said he expects proposers to make assumptions regarding standard maintenance details and at some point the Commission will have access to the Union Pacific maintenance records.

Commissioner Spence asked how First American Title was chosen for the title work. Mr. Trost said they were

5-11.910

selected because they had been involved with the Transportation Agency for Monterey County rail line acquisition and that their charges were very competitive.

Commissioner Spence expressed concern that the costs for hazmat insurance were not included in the financial plan.

Ken Kannegaard said he was shocked to hear the Commission would consider RFPs without freight since freight is what makes the purchase viable. He said RMC had submitted a position paper in draft form.

Commissioner Pirie assured Mr. Kannegaard that there was no intention to take freight off the rail line.

Commissioner Wormhoudt moved to approve the staff recommendations with alternate language in the fourth recommendation. Commission Alternate Fitzmaurice seconded.

Commissioners discussed whether they wanted to vote on the staff recommendations separately.

Commissioner Pirie suggested voting on recommendations 1, 2, 3, 5 and 6.

The maker and second agreed to vote on the staff recommendations to:

1. Hear an oral update from ad hoc recreational rail service options committee;
2. Direct staff to return to the March RTC meeting with a recommendation for an AB3090 designation for the Santa Cruz Branch Rail Line Acquisition Project for consideration;
3. Direct staff to return to the March RTC meeting with a draft Uniform Transit Application for Proposition 116 fund for the Santa Cruz Branch Rail Line Acquisition Project with an operating plan for recreational rail service between Capitola and Seascaple or a recreational rail service project recommended by the ad hoc recreational rail service options committee, if the committee determines that another option would allow access to the Proposition 116 funds and would better meet the needs of Santa Cruz County;
5. Accept status information on various elements of the Santa Cruz Branch Rail Line Acquisition Project; and
6. Accept an oral report on efforts to implement a demonstration train.

The motion carried unanimously.

5-11.211

Commissioner Wormhoudt moved to approve the fourth staff recommendation with alternate language as follows:

4. Approve the proposed concepts for a request for proposals (RFP) for a short line operator on the Santa Cruz Branch Rail Line and direct staff and consultants to return to the March RTC meeting with a draft RFP which would request that potential operators submit proposals for both the short line and recreational rail service.

Commission Alternate Fitzmaurice seconded.

The motion passed with Commissioners Beautz, Wormhoudt, Fitzmaurice, Barrett, Pirie and Spence voting "yes". Commissioners Norton, Quintanilla, Rivas and Tavantzis voted against the motion.

30. Release of Revised Draft Environmental Impact (EIR) Report for the Capitola to Aptos with Extension to Seascaple Recreational Rail Service

Acting Executive Director Pat Dellin reviewed the development of the draft Environmental Impact Report for the Recreational Rail and the Commission's approval to revise the report.

Commissioner Wormhoudt moved and Commissioner Beautz seconded to approve the staff recommendations to:

1. Release the Revised Draft Environmental Impact Report (EIR) for Recreational Rail between Capitola and Aptos with an Extension to Seascaple (to be distributed at the meeting) for a 60-day public review period;
2. Notify all individuals and entities who commented on the previous Draft EIR, as well as others who have expressed an interest in the project via email or regular mail;
3. Send responses to all who comment on the Revised Draft EIR as part of the outreach for the Final EIR; and
4. Plan to hold a public hearing to certify the Final Environmental Impact Report as complete on June 16.

The motion passed unanimously.

Robert Jones said that public comments fall into a black hole. He said that sometimes members of the public have more experience than the consultants used by the Commission and that the Commission should find an arbitrator to determine what is feasible or not regarding the Recreational Rail. He advised the Commission to stop listening to legal consultants and suggested that Jim Moose of Remy, Thomas,

5-11.912

Moose and Manley, should read the Business Plan before rendering a legal opinion.

Commissioner Norton verified with Senior Planner Karena that all comments are included in the Commissioners' packets.

Commissioner Spence asked that the letter from Mr. Moose be given to the Commissioners on his company's letterhead and not "paraphrased" by staff.

Ms. Pushnik said she would provide a copy on letterhead, noting that the letter from Mr. Moose had been emailed to the Commission and that hard copy of the letter had not yet been received by staff.

The Open Session adjourned at 12:25pm.

CLOSED SESSION

31. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport
- Agency Negotiator: Kirk Trost, Miller, Owen & Trost
- Negotiation Parties: SCCRTC, Union Pacific
- Under Negotiation: Price and Terms

OPEN SESSION

31. Next Meetings/Adjournment

The next Transportation Policy Workshop is scheduled for Thursday, February 17, 2005 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz CA 95060.

The next regular SCCRTC meeting is scheduled for Thursday, March 3, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

Gini Pineda, Staff

5-11.913

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Micah Posner	People Power
Paul Elerick	CFST
Ken Kannegaard	RMC Pacific Materials
David Eselius	
Piet Canin	Bike to Work
Ray Miller	
Mavis Drake	
Peter Scott	CFST
Les White	SCMTD
Bonnie Morr	UTU
John Presleigh	County DPW
Rachel Dann	Sam Farr
Bryan Parker	Caltrans
Mike Lim	Caltrans
Keith Hinrichsen	Caltrans
Luis Duazo	Caltrans
Robert Jones	SCARRED
Bob Scott	SCCRTC Consultant
Paul Drake	
Julie Hendee	City of Santa Cruz Redevelopment
Chris Schneiter	Santa Cruz City Public Works
Cindy Simeroth	Caltrans

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5-11.914

REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, February 17, 2005

9:00 am

SCCRTC Conference Room

Santa Cruz, CA 95060

Members Present:	Jan Beautz	Dennis Norton
	Tony Campos	Emily Reilly
	Randy Johnson	Pat Spence
	Mike Keogh	Mark Stone
	David Koch (Alt.)	Marcela Tavantzis
	Ellen Pirie	Mardi Wormhoudt

Staff Present:	Pat Dellin	Luis Mendez
	Grace Blakeslee	Karena Pushnik
	Cory Caletti	Tegan Speiser
	Rachel Moriconi	Kim Shultz

1. Introductions

Introductions were made.

2. Oral Communications

Pat Dellin welcomed Emily Reilly back to the Regional Transportation Commission as the representative for the City of Santa Cruz.

3. Additions/Deletions to the Agenda

The closed session was postponed in the agenda.

CONSENT AGENDA (Reilly/Beautz)

4. Approved Staff Recommendations for a Contract Amendment with Nolte Associates for the Highway 1 Widening/HOV Lane PA/ED (Resolution 31-05)
5. Approved Minor Amendments to the 2004 *Regional Transportation Improvement Program* (RTIP) (Resolution 32-05)

5-11.61

6. Accepted Updated Three-Month Schedule of Meetings
7. Accepted Draft Minutes of the January 27, 2005 Budget and Administration/ Personnel Committee Meeting

REGULAR AGENDA

CLOSED SESSION

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

This item was delayed until after Item # 10.

OPEN SESSION

9. Received Draft 2005 Regional Transportation Plan (RTP) and Draft Environmental Impact Report (DEIR)

Pat Dellin reported that the *Draft 2005 Regional Transportation Plan (RTP)* and *Draft Environmental Impact Report (EIR)* were officially released for public review on February 15, 2005. She added that the Regional Transportation Commission had approved sections of the document incrementally over the last year. The RTP is a state-mandated document and projects must be listed or be consistent with the RTP to receive federal, state or some local transportation funds. She added that a ½ cent sales tax is included as revenue in the RTP because, as a 25-year plan, it is assumed that a tax measure will pass within that timeframe.

As approved by the Commission at earlier meetings, the Draft RTP was prepared in coordination with the Transportation Agency for Monterey County and Association of Monterey Bay Area Governments (AMBAG)'s RTP and Metropolitan Transportation Plan development efforts and has been folded into the AMBAG plan. There was an economy of scale to prepare the program-level DEIR this year in conjunction with these other plans. Funded projects must undergo specific environmental review prior to construction.

Copies (paper and compact disks) of the Draft RTP and EIR were sent to committee members, libraries, and local jurisdictions. In an effort to save paper, copies of both documents are also available on RTC website and at the office. Notices were sent to community groups, schools, and the media.

Commissioner Campos requested that a hearing on the Draft RTP be held in Watsonville.

Commissioner Pirie made a motion to hold the RTP/EIR meeting on March 17 in south county. Commissioner Beautz seconded the motion and it passed unanimously.

5-11.62

Commissioner Reilly requested examples of project impacts and how the current draft EIR is different from the EIR prepared for the 2001 RTP. Rachel Moriconi referred to Chapter 5 of the Draft RTP which lists the impacts identified in the draft EIR and noted that since this draft EIR covers projects in Santa Cruz, Monterey, and San Benito Counties that the draft EIR combines the impacts that were identified for each of these counties in past EIRs for all three counties. She emphasized that this is a Program-level draft EIR and that the potentially significant, unavoidable impacts do not reflect cumulative impacts. In some instances it may only be one project in one county that would actually result in one of the identified impacts.

10. Approve Proposed FY 05-06 Budget and Work Program

Pat Dellin reviewed this item noting that the Budget and Administration/Personnel Committee recommend approval of the draft budget and work program. Some projects have been downscaled such as the rideshare and bicycle programs due to the staff and resources needed for high priority projects such as Highway 1 and the rail line acquisition. It was also noted that the SAFE call box program will require additional resources this fiscal year due to the need for retrofitting the call boxes to meet Americans with Disabilities Act (ADA) accessibility requirements.

STIP allocations may not come through for the Rideshare, Freeway Service Patrol (FSP), and planning, so the RTC may need to make budget and/or services adjustments later on.

Programs included in the budget such as the Community Traffic Safety Coalition and Bike to Work activities will need to come back to the RTC to request an allocation through the traditional claims process.

Transportation Development Act (TDA) fund estimates are optimistic and the budget includes the Santa Cruz Metropolitan Transit District's (Metro) request for TDA funding. However, it was noted that a 3% growth rate was projected by the Auditor-Controller for the current fiscal year, but revenues are coming in less than projected. The TDA Reserve fund exists to backfill if at the end of the fiscal year TDA revenues are still less than the projections.

Currently the amount budgeted for all TDA claimants is about 5 to 7% higher than their current fiscal year allocations except for the RTC which is 1.4% higher.

Commissioner Pirie moved to approve the staff recommendation to approve a resolution adopting the FY 2005-06 Budget and Work Program. Dennis Norton seconded the motion (Resolution 33-05) and it passed unanimously.

5-11.63

CLOSED SESSION**8. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport**

The Commission adjourned for closed session at 9:45 am and reconvened the public session at 10:05 am.

OPEN SESSION**11. Santa Cruz Branch Rail Line Acquisition Project - Approve Staff Recommendations Regarding Phase II Environmental Site Assessment (ESA) and Structures Assessment**

Pat Dellin referred to the financial plan and the timeline for acquisition of the Santa Cruz Branch Rail Line. The RTC will have another opportunity for detailed review of the timeline at a future meeting. Proposed amendments to the project budget include an increase in the funding for structures assessment from \$15,000 to \$80,000 based on the bids from companies to perform this assessment. In addition, the Phase II Environmental Site Assessment line item was augmented \$40,000 to increase the number of soil samples and ensure a more thorough investigation. Other items have come in under budget, so there is no net change to the acquisition budget.

It was reported that there has been no response as yet from the California Transportation Commission (CTC) staff about the proposal to use the existing Big Trees recreational rail service for the passenger rail requirement in the Proposition 116 application. RTC Staff expects to hear from them soon and remains cautiously optimistic. CTC staff support of the Big Trees proposal is helpful for approval of the Proposition 116 application by the California Transportation Commissioners. Assistance from state legislators may be requested when the Proposition 116 application is on the CTC agenda. The RTC is scheduled to act on the Proposition 116 application in March and the outcome may determine whether the Request for Proposals (RFP) for the Short Line Operator is a combined or separate freight and passenger proposal. The RFP for the short line operators is scheduled to be reviewed at the March Transportation Policy Workshop

Kirk Trost reviewed the Draft Right of Entry agreement and the schedule for acquisition. The preliminary title report is scheduled to be complete by the end of February. Mr. Trost reported that four proposals were received on the structures assessment RFP and an additional proposal is expected. Evaluations will be based not only on price, but also qualifications.

Mr. Trost reported that he and staff would be meeting with RMC Pacific Materials later today to discuss the Santa Cruz Branch Rail Line Acquisition Project. He also reported that the demonstration train concept is moving forward with a BUDD Rail Diesel car. However there is a narrow window of opportunity if the cars from Oregon are used. Their seasonal service starts again in June. Another BUDD car is available but it is located in a much more remote area and would cost approximately \$20,000 to ship it to and from the Santa Cruz area.

5-11.64

Commissioner Keogh requested more information about the increase in funds for the Geomatrix contact. Mr. Trost responded that sampling was proposed based on the historic use assessments generated in the Phase I Preliminary Site Assessment. Mr. Trost suggested additional funds for a plan to increase borings through a statistically based sampling plan to increase the RTC's comfort level with the presence and/or absence of hazardous materials. Geomatrix will investigate surrounding land uses as well as historic railroad uses.

Sylvia Previtali expressed interest in targeted sampling and indicated that additional sampling should be conducted at sites such as near Seacliff where conductors stop and have lunch, other sites in Live Oak and along Mission Street. Ms. Previtali also asked whether there would be sampling along the Buena Vista Landfill.

Commissioner Beautz asked whether information is available about the general effects of train use: lead from wheel stops, etc.

Mr. Trost replied that additional random sampling will help the RTC know what's out there, that Geomatrix can expand the search if it finds something that triggers a Phase 3 or expanded Phase 2, and that it is not economically feasible to test every square foot of the 32-mile corridor. The RTC will hear the recommendations directly from Geomatrix.

A member of the public asked when UP would release its information about potential environmental hazards. Mr. Trost responded that during the course of the acquisition the railroad will be required to disclose information about derailments, industrial areas, fueling areas, etc. Luis Mendez noted that the consultants will also perform site reconnaissance to check areas where there is physical evidence of hazardous materials. Commissioner Beautz requested that the Thompson Avenue area be included in the Phase II Environmental Site Assessment.

Kirk Trost presented the Right of Entry Agreement and requested the RTC's approval of the document. Included in the agreement is a confidentiality provision which limits disclosure of information about the right of way. Contents of the environmental investigation may be made public when the RTC Executive Director determines that she will recommend final approval of the acquisition of the property. All legal requirements will be followed including regulatory reporting requirements.

Commissioner Spence requested that references be made to the current (Union Pacific) mile post markers and requested that the Geomatrix assessment reference those mile post markers. Ms. Spence shared information she secured from web searches regarding Environmental Protection and waste and water sites along the railroad line. RTC staff will forward this information to the consultants.

Commissioner Reilly requested more information about private property owner rights regarding pollution caused by another property. Kirk Trost said that this would best be answered by the RTC's legal council.

5-11.65

Commissioner Beautz requested more information about why the financial plan appears to show \$10 million for both acquisition and the loan from the Coastal Conservancy. RTC Staff will correct the financial plan to show this amount only once.

Bill Comfort asked whether the current scope of work for Geomatrix includes a review of dry and wet creek beds downstream of the rail line. This concern will be forwarded to the consultants and it was requested that everyone submit their concerns in writing to be forwarded to the consultants for analysis and possible inclusion in the environmental assessment scope of work.

Dennis Norton moved the following staff recommendation with the additions that revisions be made to the financial plan and authorizing the Executive Director to make minor amendments to the Right of Entry agreement. Emily Reilly seconded the motion and it passed unanimously.

1. Approved the right of entry agreement and confidentiality agreement with Union Pacific for Phase II Environmental Site Assessment of the Santa Cruz Branch Line.
2. Adopted a resolution (Resolution 34-05) authorizing the Executive Director to:
 - a. Take \$30,000 from the Miller, Owen and Trost contract resulting from unanticipated cost savings from the title review work;
 - b. Transfer \$30,000 from 2.a above to the contract with Geomatrix Consultants for a Phase II Environmental Site Assessment (ESA) to add systematic soil sampling and analysis for a more thorough Phase II ESA of the Santa Cruz Branch Rail Line;
 - c. Transfer \$10,000 from the funds allocated to the historical site investigation to the Geomatrix Consultants contract for the Phase II ESA for a total contract amount of \$160,000;
 - d. Transfer \$65,000 within the Miller, Owen and Trost contract from the title review work to the structures assessment work of the Santa Cruz Branch Rail Line for a total amount of \$80,000 for a structures assessment;
 - e. Make the necessary amendments to the fiscal year 04-05 SCCRTC budget for the actions listed above.
3. Accepted an oral report on new information from other aspects of the Santa Cruz Branch Rail Line Acquisition Project.

Kirk Trost announced that Santa Cruz Branch Line Economic Analysis, which was superseded by the Business Plan, was made available in closed session and will be available for the public on Friday, February 18, 2005 in the afternoon.

12. Next Meetings / Adjournment: The meeting was adjourned at 11:30 am.

The next regular RTC meeting will be held Thursday, March 3, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

5-11.66

The next Transportation Policy Workshop and Public Hearing on the Draft RTP and Draft RTP EIR will be held Thursday, March 17, 2005 at 9:00 a.m. at the **City of Watsonville Council Chambers, 250 Main Street, Watsonville, CA.**

An evening Recreational Rail Draft EIR Public Hearing will be held on March 17th, 2005 at 7 p.m. the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

Respectfully submitted,

Karena Pushnik, Sr. Transportation Planner

5-11.67

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Les White	SCMTD
Bill Comfort	
Rahn Garcia	County Counsel
Peter Scott	CFST
Dena Loijos	Health Services Agency
Bill Delaney	
Bob Carr	
Ken Kannegaard	RMC Pacific Materials
Kirby Nicol	
Sylvia Previtali	
Corinne Hyland	CTSC
Joe Moreno	
Genevieve Bookwalter	
Cliff Walters	Big Trees RR
Bob Scott	SCCRTC Technical Advisor

5-11.68

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR ONE SUBURBAN UTILITY VEHICLE WITH NORTH BAY FORD

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for the purchase of one each suburban utility vehicle with North Bay Ford.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Two firms submitted bids for the District's review.
- District staff has reviewed all submitted bids.
- District staff is recommending that a contract be established with North Bay Ford to provide one each suburban utility vehicle.

III. DISCUSSION

Vehicles assigned to Transit Supervisors are vehicles that are used approximately 20 hours a day, seven days a week. These vehicles must be sturdy to withstand the various road conditions throughout the County under all types of weather conditions. In January of 2001, the District's Board of Directors approved a standard for transit supervisor vehicles. In July of 2003, a Transit Supervisor driving a Ford Explorer was broad sided by a negligent driver who had failed to stop at a red light. The Transit Supervisor was saved from severe bodily injury if not a fatality by the side impact beam of the Ford Explorer.

On January 18, 2005, Invitation for Bid, 04-17 was mailed to nineteen firms and was legally advertised. On February 15, 2005 bids were received and opened from two firms. A list of firms and a summary of the bids received are provided in Attachment A. District staff has reviewed all submitted bids.

District staff is recommending that a contract be established with North Bay Ford to provide one each Ford Explorer for an amount not to exceed \$ 25,112.76. Contractor will provide a vehicle meeting all District specifications and requirements.

S-12.1

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Capital Budget.

V. ATTACHMENTS

Attachment A: Summary of bids received

Attachment B: Contract with North Bay Ford

NOTE: The Contract and IFB along with any Exhibits and Addendums are available for review at the Administration Office of METRO or online at www.scmtd.com

5-12.2

Attachment A

SUMMARY OF BIDS RECEIVED FOR DISTRICT IFB NO. 04-17

\$25,112.76 North Bay Ford, Santa Cruz, California

\$25,145.86 S & C Ford, San Francisco, California

5-12.01

CONTRACT FOR PROCUREMENT OF ONE 2005 SPORTS UTILITY VEHICLE (04-17)

THIS CONTRACT is made effective on March 25, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and NORTH BAY FORD ("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 One 2005 Sport Utility Vehicle

District requires the purchase of One 2005 Sport Utility Vehicle to be used for standard purposes. In order to obtain said One 2005 Sport Utility Vehicle, the District issued an Invitation for Bids, dated January 18, 2005 setting forth specifications for such One 2005 Sport Utility Vehicle. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of One 2005 Sport Utility Vehicle desired by the District and whose principal place of business is 1999 Soquel Avenue, Santa Cruz. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said One 2005 Sport Utility Vehicle, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On March 25, 2005 District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated January 18, 2005.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for One 2005 Sport Utility Vehicle, signed by Contractor and dated February 15, 2005.

2.02 Conflicts

5-12. b1

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$25,112.76 for satisfactory delivery of subject vehicle of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$25,112.76 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

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

5. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address herein under 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

North Bay Ford
1999 Soquel Avenue
Santa Cruz, CA 95060

Attention: Fleet Manager

5-12.bz

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—NORTH BAY FORD

By _____
Roberta K. Robinson
Fleet Manager

Approved as to Form:

Margaret Rose Gallagher
District Counsel

5-12.b3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

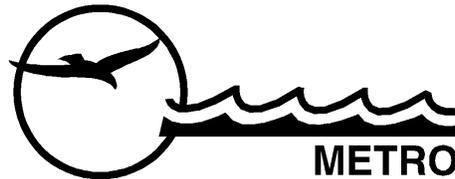
Invitation for Bid (IFB)

For One 2005 Sport Utility Vehicle

District IFB NO. 04-17

Date Issued: January 18, 2005

Bid Deadline: 2:00 p.m., February 15, 2005



Contents of this IFB

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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated January 18, 2005 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	2005 New, Unused, Two-Wheel Drive Sport Utility Vehicle.	1			
2	DMV Fees	1			
3	OPTIONAL 5 Year/100,000 Miles Bumper-To-Bumper Extended Warranty Coverage. (Do Not Include in Bid Total)	1			
4	TOTAL BID				

Manufacturer/Model _____

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

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

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

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

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

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

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

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 120 Dubois, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

04-17

" Purchase of One 2005 SUV"

Bid Opening 2:00 p.m., February 15, 2005

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

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

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

Telephone Number

FAX Number

Date

Federal Tax ID No.

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

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

BIDDER'S ADDRESS _____

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

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

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

 SIGNATURE OF BIDDER

 DATE

 AREA CODE/TELEPHONE

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

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

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

BIDDER DBE INFORMATION

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

PART II

INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 120 Dubois Street, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

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

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

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

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

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

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

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

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

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

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

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

14. **AWARD OF CONTRACT:** The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.
15. **EXECUTION OF CONTRACT:** The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (120 Dubois, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. **ERRORS AND ADDENDA:** If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. **NON-DISCRIMINATION:** The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. **DISADVANTAGED AND BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. **INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD:** Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the District Buyer at (831) 426-0199.

PART III

SPECIFICATIONS FOR ONE EACH NEW, UNUSED, MODEL 2005 TWO WHEEL DRIVE SPORT UTILITY VEHICLE

1. General:

- 1.1 The vehicle shall be new (unused), current model year production. Vehicle shall be supplied with the equipment and accessories indicated as standard equipment listed in manufacturer's published literature, with optional equipment/features required to meet specifications as provided below.
- 1.2 Vehicle must be legal for operation on all California highways, including California emissions.

2. Model/Year:

- 2.1 New, 2005, model Sports Utility Vehicle, two wheel drive
- 2.2 Four (4) passenger capacity minimum plus driver
- 2.3 Four door model

3. Wheelbase:

- 3.1 113.7 inches minimum

4. Engine:

- 4.1 Minimum 4.0 Liter, V-6, SOHC
- 4.2 Electronic Fuel Injected
- 4.3 Gasoline fueled
- 4.4 With heavy duty cooling system

5. Transmission:

- 5.1 Four (4) or five (5)-speed electronic shift with automatic overdrive

6. Suspension:

- 6.1 Manufacturers standard suited for city and highway use

7. Rear Differential:

- 7.1 Manufacturer's standard gear ratio most suitable for city and highway use

8. Wheels:

- 8.1 Standard steel or cast aluminum wheels

9. Steering:

- 9.1 Power assisted Rack and Pinion or Re-circulating ball type

10. Tires:

- 10.1 All season radial tires, size: P235/70R16.
- 10.2 Must include full size spare tire.

11. Brakes:

- 11.1 Power assisted, front disc and rear drum (four wheel disc brakes are acceptable)
- 11.2 Four-wheel Anti-lock Brake System (ABS)

12. Driver convenience:

- 12.1 Power windows with driver's one touch down
- 12.2 Driver controlled power window locks
- 12.3 Power door locks
- 12.4 Tilt steering column
- 12.5 A/M F/M cassette radio, or manufacturers standard
- 12.6 Deep tinted rear doors, rear quarter and lift gate glass
- 12.7 Six-way power drivers seat to include raise and lower
- 12.8 Dual front reading lights
- 12.9 Illuminated entry
- 12.10 Front center console
- 12.11 Cup holders
- 12.12 CFC free air conditioning system
- 12.13 Rear window defroster
- 12.14 Rear window wiper system. Intermittent with washer
- 12.15 Intermittent windshield wiper
- 12.16 Manufacturers custom floor mats front and rear
- 12.17 Vanity mirrors
- 12.18 Courtesy light off timer
- 12.19 Manufacturer's standard instrument gauges
- 12.20 Height adjustable shoulder belt

13. Exterior:

- 13.1 Solid color (white) manufacturers standard paint
- 13.2 Installed running boards
- 13.3 Fog lights

14. Remote Releases:

- 14.1 Remote hood release (cable operated)

15. Mirrors:

- 15.1 Dual side remote mirrors
- 15.2 Single interior mirror Day/Night

16. Air Bags:

- 16.1 Manufacturer's standard drivers side
- 16.2 Manufacturer's standard passenger side

17. Key Locking System:

17.1 Each vehicle shall have a single key locking system, four (4) sets of keys shall be provided for each vehicle

18. Tinted Glass:

18.1 Manufacturer's standard for the windshield and front doors

19. Seats:

19.1 Cloth fabric, manufacturer's standard graphite gray or agate

20. Warranties:

20.1 Three-year/36,000 mile Bumper-to-Bumper Coverage

20.2 Five-year/100,000 mile minimum rust protection

20.3 **OPTIONAL: Bumper-to-Bumper Extended Coverage. Provide cost for optional extended five- (5) year/100,000-mile warranty coverage.**

21. Registration:

21.1 Vehicle must be registered as an exempt vehicle with the Department of Motor Vehicles (DMV) prior to delivery.

22. Delivery Location:

Santa Cruz Metropolitan Transit District
111 Du Bois Street
Santa Cruz, CA 95060
(831) 469-1954

23. Delivery Hours:

8:00 AM – 11:30 AM and 1:00 PM – 3:30 PM

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.2 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

7. INSURANCE

7.01 General

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

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated January 18, 2005.

2. DEFINITIONS

2.01 General

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

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

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

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

3. BUY AMERICA CERTIFICATE

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

4. LIQUIDATED DAMAGES

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

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

5. STATE CONTRACT PROVISIONS

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

6. LABOR HARMONY REQUIREMENT

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

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

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

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

PART VI

CONTRACT FOR PROCUREMENT OF ONE 2005 SPORTS UTILITY VEHICLE (04-17)

THIS CONTRACT is made effective on _____, 2005 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 One 2005 Sport Utility Vehicle

District requires the purchase of One 2005 Sport Utility Vehicle to be used for standard purposes. In order to obtain said One 2005 Sport Utility Vehicle, the District issued an Invitation for Bids, dated January 18, 2005 setting forth specifications for such One 2005 Sport Utility Vehicle. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of One 2005 Sport Utility Vehicle desired by the District and whose principal place of business is _____. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said One 2005 Sport Utility Vehicle, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

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

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated January 18, 2005.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for One 2005 Sport Utility Vehicle, signed by Contractor and dated February 15, 2005.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

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

4. COMPENSATION

4.01 Terms of Payment

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

4.02 Invoices

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

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in

amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Attention: _____

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VII

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

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

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT - B

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated January 18, 2005 at the following prices. The unit bid prices should NOI INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	2005 New, Unused, Two-Wheel Drive Sport Utility Vehicle.	1	21,794	1798 ⁰⁰	
2	DMV Fees	1	202		202
3	OPTIONAL 5 Year/100,000 Miles Bumper-To-Bumper Extended Warranty Coverage. (Do Not Include in Bid Total)	1 Premium CARE	1310 - Shaner.		
4	TOTAL BID				23,794 ⁰⁰

Manufacturer/Model 2005 Ford 4Door Explorer

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

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

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

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

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

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

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

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 120 Dubois, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

04-17

" Purchase of One 2005 SUV"

Bid Opening 2:00 p.m., February 15, 2005

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

North Bay Ford
Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

1999 Soquel Ave.
Street Address

Santa Cruz CA 95060
City, State, Zip Code


Signature of authorized company official

Roberta K Robinson.
Typewritten name of above and title

Fleet Mgr. bobbier@NorthBayford.com
Name, title, and email address of person to whom correspondence should be directed

831-457-5858 425-0598
Telephone Number FAX Number

Feb 15, 05 941424100
Date Federal Tax ID No.

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

CNGP530

VEHICLE ORDER CONFIRMATION

02/14/05 17:49:05

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Dealer: F72426

2005 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 5000 Priority: C3 Ord FIN: 0C144 Order Type: 5B Price Level: 540

Ord Code: 120A Cust/Flt Name: SC METRO DIST PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
U63 4DR 4X2 XLT	\$29650	\$26919.00	FRT LIC BRACKET	NC	NC
.114" WHEELBASE			RUNNING BOARDS	450	383.00
YZ OXFORD WHITE CC			CALIF EMISSIONS	NC	NC
T CLOTH SPT BUCKT			PRICE CONCESSN		
T GRAPHITE			REMARKS TRAILER		
120A ORDER CODE			PREDELIVERY		.00
.ADV TRC W/RSC			SP DLR ACCT ADJ		(1099.00)
.AIR COND-CFC FR					
53Z -RADIO SINGLE CD			TOTAL BASE AND OPTIONS	30745	26261.65
99E 4.0L SOHC V6	NC	NC	TOTAL	30745	26261.65
44V .5-SPD AUTO O/D	NC	NC	*THIS IS NOT AN INVOICE*		
T5E .P235/70R16 A/S	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
X45 3.55 REG AXLE			* MORE ORDER INFO NEXT PAGE *		
JOB #2 ORDER					
CA BOARD FEES	NC	1.00			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers

5006 - MORE DATA IS AVAILABLE.

0C078881

CNGP530

VEHICLE ORDER CONFIRMATION

02/14/05 17:49:35

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Dealer: F72426

2005 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 5000 Priority: C3 Ord FIN: 0C144 Order Type: 5B Price Level: 540

Ord Code: 120A Cust/Flt Name: SC METRO DIST PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
SP FLT ACCT CR		\$(605.00)			
5 U.S. GAL GAS		10.65			
B4A NET INV FLT OPT	NC	7.00			
C09 PRICED DORA	NC	NC			
DEST AND DELIV	645	645.00			

TOTAL BASE AND OPTIONS 30745 26261.65

TOTAL 30745 26261.65

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the 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, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

6.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYEE RECOGNITION

TEN YEARS

Susan I Traylor, Senior Accounting Technician
Frederick H. Codd, Bus Operator

FIFTEEN YEARS

Nicholas J. Fallau, FM Lead Mechanic

TWENTY YEARS

None

TWENTY-FIVE YEARS

Justin R. Hart, Bus Operator
Wallace W. Brondstatter, Paratransit Superintendent
Edward L. Nelson, Transit Supervisor

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 11, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR RADIO MAINTENANCE AND REPAIR SERVICES WITH TELEPATH CORPORATION

ACTION REQUESTED AT THE MARCH 11, 2005 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a three-year contract for radio maintenance and repair services with Telepath Corporation.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Three firms submitted proposals for the District's review.
- A three member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a three-year contract be established with Telepath Corporation to provide radio maintenance and repair services.

III. DISCUSSION

The District sent out a request for proposals to repair and provide preventive maintenance repair and service for all of its radio communication system equipment, including, but not limited to, mobile units, base stations, and repeater units. On December 27, 2004, District Request for Proposal No. 04-13 was mailed to twelve firms and was legally advertised. On February 8, 2005, proposals were received and opened from three firms. These firms are listed in Attachment A. A three-member evaluation committee comprised of District staff have reviewed and evaluated the proposals. Interviews of all three firms were conducted on February 23, 2005.

8.1

The evaluation committee used the following criteria as contained in the Request for Proposals:

EVALUATION CRITERIA	POINTS POSSIBLE
1. Understanding of the District's Requirements	20
2. Capability of the firm	30
3. Price	30
4. References	15
5. Disadvantaged Business Enterprises	5
Total Possible Points	100

The selection committee is recommending that the Board of Directors authorize the General Manager to sign a contract with Telepath Corporation to provide radio maintenance and repair services for an amount not to exceed \$ 82,368 over a three-year period. Contractor will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget.

V. ATTACHMENTS

Attachment A: List of vendors submitting a proposal

Attachment B: Contract with Telepath Corporation

NOTE: The Contract and RFP along with any Exhibits and Addendums are available for review at the Administration Office of METRO or online at www.scmttd.com

8.2

Attachment A

List of firms submitting a proposal response to District RFP No. 04-13 for Radio Maintenance and Repair Services:

- 1. Telepath Corporation, 49111 Milmont Drive, Fremont, California**
- 2. Day Wireless Systems, 586 N. First Street, Suite 220, San Jose, California**
- 3. Peninsula Communications, 212 Cypress Avenue, Marina, California**

PROFESSIONAL SERVICES CONTRACT FOR RADIO MAINTENANCE AND REPAIR SERVICES (04-13)

THIS CONTRACT is made effective on April 1, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and TELEPATH CORPORATION ("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 Radio Maintenance and Repair Services

District has the need for Radio Maintenance and Repair Services. In order to obtain these services, the District issued a Request for Proposals, dated December 27, 2004, 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 Radio Maintenance and Repair Services and whose principal place of business is 49111 Milmont Drive, Fremont, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Radio Maintenance and Repair Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On March 11, 2005 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Radio Maintenance and Repair Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated December 27, 2004 and Addendum Nos. 1 and 2.

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

Contractor's Proposal to the District for Radio Maintenance and Repair Services signed by Contractor and dated February 8, 2005.

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".

8.61

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 December 27, 2004.

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 December 27, 2004.

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 not to exceed three (3) years and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$82,368 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

8.b2

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

Telepath Corporation
49111 Milmont Drive
Fremont CA 94538-7347
Attention: President

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
TELEPATH CORPORATION

By _____
Aaron Ettinger
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

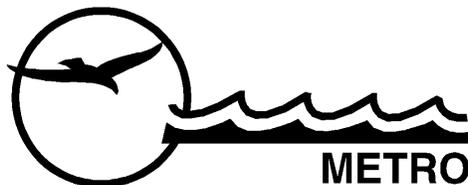
8.63

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP) **For Radio Maintenance and Repair** **District RFP NO. 04-13**

Date Issued: December 27, 2004

Proposal Deadline: 5:00 P.M., January 24, 2005



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 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 Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

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

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

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

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____

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

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ _____ %

PART III

SPECIFICATIONS FOR RADIO SYSTEM MAINTENANCE AND REPAIR

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from qualified firms to undertake the following activities related to the repair and scheduled preventive maintenance repair and service for all of its radio communication system equipment, including, but not limited to, mobile units, base stations, and repeater units.

2. SCOPE OF SERVICES:

Services provided shall include:

1. Quarterly inspections and routine maintenance of four (4) radio repeaters and associated equipment including phone line interface.
2. Preventative Maintenance for all handheld and mobile unites
3. Preventative Maintenance for a base station / microphone and all associated equipment including phone line interface.
4. Act as District's agent when dealing with SBC or Verizon as it relates to the operation of District's repeaters and base station.
5. Coordinate repair calls and be present when SBC or Verizon is called to perform a repair on District's repeaters. This includes being at remote locations with SBC and or Verizon when services are performed.
6. Preventative maintenance for voice recording system and phone line interface.
7. Programming handheld, mobile, base repeater and voice recording equipment and associated equipment

2.1. Time of Performances:

- 2.1.1. Contractor must have personnel on call and available to repair District equipment, upon receiving notification from the District, twenty-four (24) hours a day throughout the year.
- 2.1.2. Corrective action shall be initiated within six (6) hours of notification from the District and repairs shall continue until completed.
 - 2.1.2.1 Fixed Equipment. See attached list of communications equipment requiring twenty-four (24) hour maintenance.
 - 2.1.2.2 Mobile Equipment. See attached list. Contractor will be available for servicing of equipment from 8:00 a.m. to 12:00 a.m., Monday through Friday. On-call maintenance on bus fleet equipment will be required on evenings and weekends due to the daily operation of the fleet.

2.2. Repair Sites:

- 2.2.1. Maintenance and repair service on mobile units shall be performed at the District location where the unit is assigned. Contractor must have the capability to perform on-site testing and calibrations. The District mobile radio repairs, testing, calibration and preventive maintenance will be done at 1200 River Street, 138 Golf Club Dr., 111 DuBois St., and 370 Encinal St., Santa Cruz, CA 95060.
- 2.2.2. Contractor must make necessary arrangements with site owners to obtain access to transmitter sites. This is especially necessary during inclement weather and hazardous weather conditions, and the Contractor is notified by the District to respond.

2.3. Documentation:

All maintenance and repair services shall be completely documented by the Contractor and copies shall be submitted to the District. All documentation shall include the following information prior to processing:

- a) Vehicle/Bus number, or equipment description/asset number
- b) Purchase Order number
- c) Date service performed
- d) Description of service performed
- e) Description of any parts used/replaced
- f) A "C" to denote contract work
- g) All work orders must be signed by an authorized District employee
- h) All work orders and invoices for fixed and mobile equipment should be directed to the Fleet Maintenance Department
- i) Serial number and model number of equipment work performed on

2.4. Major Repairs:

- 2.4.1 Contractor shall consult the District prior to disabling any District equipment. An estimate of out-of-service time shall be given. If repairs should take longer than expected, Contractor shall revise the estimate with the District. Contractor will consult with the Manager of Facilities Maintenance prior to performing major repairs (over \$200.00) on fixed equipment. Contractor will consult with the Manager of Fleet Maintenance prior to performing major repairs on mobile equipment.
- 2.4.2 For problems or deficiencies of significant importance, or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

2.5. Mobile Equipment: New Installations, Change Outs

- 2.5.1 Contractor shall install new radio and communication equipment in District vehicles and/or transfer radio communications equipment from one vehicle to another.
- 2.5.2 New Installation: When a radio is installed in a vehicle that does not currently have a radio.
- 2.5.3 Change Out: When a radio is removed and another one is installed or when a radio is switched from one vehicle to another.

2.6. Maintenance Standards:

- 2.6.1 Contractor must maintain 95% function level of all mobile equipment used in revenue service and in revenue support service or be considered in default of this contract.
- 2.6.2 **Periodic Maintenance:** at a minimum, fixed equipment will receive, at quarterly intervals:
 - a) One FCC performance inspection (measurement, adjustment and part replacement) as specified in accordance with individual transmitter requirements;
 - b) Adjustments will be made and parts replaced, if necessary, to maintain transmitter output, receiver sensitivity, and selectivity specifications to maintain factory specifications and conform to applicable FCC rules and regulations;

- c) Inspection of all associated cables, antennas, battery back-up systems, and telephone line protectors, for wear and proper operation.
- d) The Manager of Facilities Maintenance will be notified of actions recommended to correct deficiencies in this associated hardware, and must approve any actions taken. Corrective adjustments and parts replacement will be at indicated time and materials rates.

2.7. Qualifications of Personnel:

Contractor shall ensure that personnel used for the service are properly qualified, possess all required licenses and certificates, take proper safety precautions, and to extent work is performed on District premises, abide by District operating rules.

2.8. Additional Requirements:

- 2.8.1 Contractor will provide all parts and labor necessary for this contract.
- 2.8.2 The contractor shall provide warranty language in response to this RFP that insures the quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications. Specify warranty timeline.
- 2.8.3 Contractor must have available on a mobile basis all test and calibration equipment necessary for repair of mobile equipment.
- 2.8.4 **Contract Term:** The term of the contract will be for a period of three (3) years and shall commence upon the signing of the agreement by the successful bidder and the District. At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms under the same terms and conditions. On each anniversary date, the vendor will be allowed to increase prices. Increase may not exceed annual percentage change in the San Francisco-Oakland- San Jose Consumer Price Index for all urban consumers. In all cases, the District may cancel the contract if a requested price increase(s) is not acceptable.

3. SPECIAL INSTRUCTIONS TO OFFERERS

3.1. Proposal Requirements

- 3.1.1 Contractor shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
- 3.1.2 Conflict of Interest - The offeror shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The offeror shall also list current clients who may have a financial interest in the outcome of the work.
- 3.1.3 Professional Services Agreement - Offeror's proposal shall be based on the requirements set forth in the "Professional Services Agreement" included in this RFP. The final agreement between the District and Contractor shall be in substantially the same form and content as the "Professional Services Agreement" included herein.
- 3.1.4 Pricing Information - Offeror shall submit a proposed monthly fee for services. Fee shall include all costs, including labor, parts, freight, applicable taxes, travel and number of required personnel. Offeror shall provide pricing information (hourly rates) for different work shifts, short notice service, and emergency service. Offeror shall provide pricing information (hourly rates and parts pricing formula) for work performed that is not

included in the monthly fee. Offeror shall provide pricing information on replacement equipment if District's equipment was out of service for repair.

- 3.1.5 Signature - The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address and telephone number of the individual(s) with authority to negotiate and contractually bind the company.

3.2. Proposal Submittal

One signed, unbound original proposal and five bound copies must be received no later than 5:00 p.m. on January 24, 2005 at the District Purchasing Office, 120 Dubois Street, Santa Cruz, California, 95060. Proposals must be clearly marked:

"Proposal for Radio Communications System Maintenance RFP No. 04-13"

3.3 Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals 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.

3.4 Rejection of Proposals

Failure to meet the requirements for the Request for Proposals will be cause for 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 excuses 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.

3.5 Evaluation Criteria

- 3.5.1 Offeror is required to demonstrate, to the satisfaction of the District, that it is able to provide personnel, equipment and expertise sufficient to execute all terms of the agreement.
- 3.5.2 Offeror shall submit a monthly maintenance fee based on a unit price schedule and an hourly rate.
- 3.5.3 Offerors are required to furnish the following information with their proposals:
- 3.5.3.1 A listing of management personnel and proof of certification and qualifications of personnel performing projected maintenance including total number of personnel projected to do required maintenance, and the hourly rate to be charged during this contract for work not covered in this contract.
- 3.5.3.2 Evidence of ability to access transmitter sites during inclement and hazardous weather conditions.

- 3.5.3.3 Accounting data to be verified by the District before acceptance of proposal, to determine if local parts and stock are adequate to handle normal repairs.
- 3.5.3.4 Proof of unlimited access to transmitter sites in case of system breakdown, interference, or related problems.
- 3.5.3.5 Ability to provide adequate personnel for emergency service to the Transit District on a twenty-four (24) hour basis.
- 3.5.3.6 Proof of experience in the maintenance of equipment in use by the Transit District. For such purposes, Contractor must certify that his personnel are trained and familiar with the equipment in use by the District.
- 3.5.3.7 Prompt payment discounts will be considered when evaluating the proposals, providing the District is allowed at least ten (10) days in which to take advantage of the discount.

3.6 Selection of the Successful Offeror

Selection of the successful offeror will be based on information provided in response to the RFP and a variety of factors to include:

EVALUATION CRITERIA	POINTS POSSIBLE
1. Understanding of the District's Requirements	20
2. Capability of the firm	30
3. Price	30
4. References	15
5. Disadvantaged Business Enterprises	5
Total Possible Points	100

4. PROJECT SCHEDULE

The anticipated schedule of activities related to this RFP is as follows:

1. Distribution of RFP	December 27, 2004
2. Proposal Submittal Deadline	January 24, 2005, 5:00 pm
3. Board Approval of Award of Contract	February 25, 2005
4. Effective Start Date of Contract	April 1, 2005

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property (ies) of Contractor and third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by District.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit District is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the District shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify District in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide District at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (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 RADIO MAINTENANCE AND REPAIR SERVICES (04-13)

THIS CONTRACT is made effective on April 1, 2005 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 Radio Maintenance and Repair Services

District has the need for Radio Maintenance and Repair Services. In order to obtain these services, the District issued a Request for Proposals, dated December 27, 2004, 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 Radio Maintenance and Repair Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Radio Maintenance and Repair Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Radio Maintenance and Repair Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated December 27, 2004

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

Contractor's Proposal to the District for Radio Maintenance and Repair Services, signed by Contractor and dated January 24, 2005.

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 December 27, 2004.

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 December 27, 2004.

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 not to exceed three (3) years and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Non-Construction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

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

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

18.0 PATENT RIGHTS (Applicable only to research and development contracts)

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

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

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

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

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

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

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)
For Radio Maintenance and Repair
District RFP NO. 04-13

ATTACHMENT A
LIST OF RADIO EQUIPMENT

Equipment & Mobile Phones							
* = Service Priority: 24 Hours							
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
00103.00H	5/27/1988	RADIO EQUIPMENT				2250	ENC *
01085.00A	4/23/1984	BASE STATION W/ANT		MOTOROLA	414FH00051	2200	ENC *
02619.00A	6/16/1993	RADIO POWER PACK	HO1SDC9AA1	MOTOROLA	402ATL0702	3200	OPS
02670.00F	1/18/1999	COMMAND PLUS CONSOLE	MOL1678	MOTOROLA		3200	OPS
02707.00F	8/6/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYN1650Z	3200	OPS
02711.00A	4/26/1986	BATTERY CHRGR & REV	C28	MOTOROLA		2200	Kite Hill *
02712.00A	4/26/1986	SEISMIC RACK 2 TIER	RG602B	GLOBE		2200	Kite Hill *
02714.00A	4/26/1986	RADIO TRANSMITTER	C74GSB3106	MOTOROLA	TSP356SP364	2200	Mt. Bilieski *
02716.00A	1/1/1985	RADIO DUPLEXOR	DB4071	MOTOROLA	D41721	2200	Mt. Bilieski *
02717.00A	1/1/1985	RADIO TRANSMITTER	MSR2000	MOTOROLA	C74GSB3106 TSP364	2200	Ops *
02721.00A	1/1/1985	RADIO TRNSMSN REPEAT	C143	MOTOROLA	SET UP/KNOCKDOWN	2200	Davenport *
02722.00A	8/28/1986	RADIO COMPARATOR	T1786B	SPECTRATAC	273CLC0063	3200	Ops *
02723.00A	1/1/1985	RADIO DUPLEXOR	T1507A	MOTOROLA	PW0308	2200	Davenport *
02730.00A	8/28/1986	RADIO CONSOLE REMOTE	T1617	MOTOROLA	222CLG0035	3200	OPS *
02734.00A	4/26/1986	RADIO TOWER 60 FT	55060AG	CAL-CON		2200	Mt. Bilieski *
02740.00A	1/1/1985	RADIO ANTENNA	DB411			2200	Davenport *
02745.00A	1/1/1985	RADIO SEISMIC RACK	MK1075 7'	MOTOROLA		3200	OPS *
02748.00A	1/1/1985	RADIO ANTENNA	D8436	YAGI		2200	WTC
02958.00A	7/7/1995	DIG COMM RECORD SYS	31200-008	GUARDIAN	251279	3200	OPS
03077.00A	5/31/1985	BASE RADIO STATION	T1617CM	MOTOROLA	222CLG0036	3200	OPS *
03096.00F	8/6/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYN1634	3200	OPS
03098.00F	8/6/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYN1641	3200	OPS
03100.00F	8/28/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYQ1826Z	3200	OPS
04066.00A	8/18/1999	RADIO, HAND HELD	HT1000	MOTOROLA	402TZLA256	3200	OPS
04432.00A	8/31/2000	DIGITAL VOICE RECORD	2820AN8	EXACOM		216 3200	OPS *
04635.00A	6/20/2002	REPEATER (BILIESKI)	MTR UHF	MOTOROLA	474CBM0098	3200	Mt. Bilieski *
04735.00A	10/2/2003	REPEATER (BELOWSKI)	MTR 2000	MOTOROLA	474CDT0164	3200	Mt. Bilieski *
R0171	4/1/1989	SILENT ALARM SYSTEM				3200	OPS *
00351.00A	12/8/1978	SCANNER	ATC4HLU	REGENCY	38290	3200	OPS
00870.00A	7/29/1983	SCANNER RADIO	PRO2009	REALISTIC	2023012	3200	OPS
02703.00A	4/23/1998	MICROPHONE, SHOULDER	NMN6193B	MOTOROLA	FOR HT1000 RADIO	3200	OPS
02704.00A	4/23/1998	MICROPHONE, SHOULDER	NMN6193B	MOTOROLA	FOR HT1000 RADIO	3200	OPS
02708.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
02710.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
02726.00A	1/1/1985	RADIO SPEED CALL LOG	424	DICTAPHONE	36-12-008	3200	OPS
02741.00A	1/1/1985	RADIO TRNSMSN LINE	TDN6598/12		LDF	2200	B&G *
02749.00A	1/1/1985	RADIO TRNSMSSN CABLE	RG8		PK358	2200	MOF *
02758.00A	2/28/1996	SCANNER, 10 CHANNEL	PRO-2033	RADIO SHAC	45009835	1300	Metro Center
02955.00A	2/3/1995	SCANNER 10 CHANNEL	PRO2033	RADIO SHAC	45004024	3200	OPS
02956.00A	2/3/1995	SCANNER 10 CHANNEL	PRO2033	RADIO SHAC	45004022	3200	OPS
02967.00A		MICROPHONE		MOTOROLA		3200	OPS
02968.00A		MICROPHONE		MOTOROLA		3200	OPS
02969.00A		MICROPHONE		MOTOROLA		3200	OPS
03097.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
03099.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
03316.00A	3/7/1996	SCANNER, MOBILE	PRO-2038	RADIO SHAK	45012041	3200	OPS
03381.00A	6/24/1996	SCANNER, MOBILE	PRO-2038	RADIO SHAK	CAR #9601	3200	OPS
03382.00A	6/24/1996	SCANNER, MOBILE	PRO-2038	RADIO SHAK	CAR #9602	3200	OPS
04058.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7K10	3200	OPS
04062.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7G60	3200	OPS
04063.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7B64	3200	OPS
04064.00A	8/9/1999	MICROPHONE, SHOULDER	NMN6193	MOTOROLA	FOR HT1000 RADIO	3200	OPS
04065.00A	8/9/1999	MICROPHONE, SHOULDER	NMN6193	MOTOROLA	FOR HT1000 RADIO	3200	OPS
04068.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZR7905	3200	OPS
04069.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNNB78	3200	OPS
04071.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNLP54	3200	OPS
04072.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNLY41	3200	OPS
04073.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNLS05	3200	OPS
04074.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7M88	3200	OPS
04075.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7B68	3200	OPS

Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
04231.00A	9/9/1999	RAPID CHARGER	HTN9001A	MOTOROLA	N/A	3200	OPS
04232.00A	9/9/1999	RAPID CHARGER	HTN9001A	MOTOROLA	N/A	3200	OPS
04369.00A	6/20/2000	SCANNER 200 CHANNEL	PRO-2015	RADIO SHAC	C024034	1300	Metro Center
04370.00A	6/20/2000	SCANNER 200 CHANNEL	PRO-2015	RADIO SHAC	C024028	1300	Metro Center
04431.00A		RAPID CHARGER	NTN1171A	MOTOROLA		3200	SCM
04434.00A	10/2/2000	SCANNER	BC895XLT	UNIDEN AME	6011050	3200	OPS
04435.00A	10/25/2000	RADIO, HAND HELD	HT1000	MOTOROLA	402TAL2411Z	3200	OPS
04436.00A	10/25/2000	RAPID CHARGER	AAHTN9001B	MOTOROLA	N/A	3200	OPS
04437.00A	10/25/2000	RADIO, HAND HELD	HT1000	MOTOROLA	402TAL2409Z	3200	OPS
04438.00A	10/25/2000	RAPID CHARGER	AAHTN9001B	MOTOROLA	N/A	3200	OPS
04450.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9223	3200	OPS
04601.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9225	3200	OPS
04602.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9232	3200	OPS
04603.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9232	3200	OPS
04604.00A		HAND HELD RADIO	HT 1000	MOTOROLLA	402AXW1293Z	3200	OPS
04639.00A	8/10/2001	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831UBN2P4C	3200	OPS
R2824.00A	7/5/1976	RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0090	4100	
R2838.00A	10/23/1977	RADIO TRAN/REC UNIT	T74XTA7DA2	MOTOROLA	776ASN1047	4100	
R2844.00A	10/23/1977	RADIO TRAN/REC UNIT	T74XTA7DA2	MOTOROLA	776ASN1048	4100	
R2857.00B	7/7/1981	RADIO TRAN/REC UNIT	T54BBA3300	MOTOROLA	220HDL0917	4100	
R2859.00A	2/1/1982	RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HKU1966	4100	
R2861.00A	2/1/1982	RADIO TRAN/REC UNIT	U44BBN5100	MOTOROLA	QB504E	4100	
R2862.00A	2/1/1982	RADIO TRAN/REC UNIT	MOCOM-70	MOTOROLA	OC342U	4100	
R2865.00A	11/17/1979	RADIO TRAN/REC UNIT	NOT AVAIL	GENERAL EL	9353535SPL	4100	
R2869.00A	2/1/1982	RADIO TRAN/REC UNIT	T4488A3300	MOTOROLA	220CCS0008	4100	
R2870.00A	2/1/1982	RADIO TRAN/REC UNIT	U44BBN3100	MOTOROLA	QC345U	4100	
R2873.00B	2/1/1975	RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0271	4100	
R2929.00A	3/1/1982	RADIO TRAN/REC UNIT	MX65CAU88A	GENERAL EL	9353556SPL	4100	
03823.00A	4/20/1998	RADIO, HANDS FREE	75-108	MIDLAND	804486	4100	Golf Club
03824.00A	4/20/1998	RADIO, HANDS FREE	75-108	MIDLAND	804802	4100	Golf Club
04640.00A	9/4/2001	SCANNER	BC 350A	UNIDEN	16022299	3200	OPS
R2221.00A	1/5/1988	RADIO MOBILE	N9U02	GE	9506923	4100	BUS
R2222.00A	1/5/1988	RADIO MOBILE	N9U02	GE	9506925	4100	BUS
R2223.00A	1/5/1988	RADIO MOBILE	N9U02	GE	9506782	4100	BUS
R2822.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HES1999	4100	
R2826.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFW0002	4100	
R2827.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HES2000	4100	
R2833.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFW0066	4100	
R2834.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0280	4100	
R2841.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFE0166	4100	
R2843.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0275	4100	
R2845.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0287	4100	
R2853.00A		RADIO TRAN/REC UNIT	Y44JJA3900	MOTOROLA	533HFW0001	4100	
R2877.00A		RADIO TRAN/REC UNIT	T74XTA7DA2	MOTOROLA	776ASN1049	4100	
R2918.00A		RADIO TRAN/REC UNIT	F44BBU3300	MOTOROLA	U1K58B	4100	
R2920.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HPL0219	4100	
R2921.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HPL0223	4100	
R2925.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFW0012	4100	
R8051.00A		RADIO TRAN/REC UNIT	MITREK	MOTOROLA	533HFW0007	4100	
R2830.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0292	4100	
R2855.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFC0053	4100	
R2872.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0282	4100	
R2886.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0276	4100	
R2887.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0289	4100	
R2888.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0277	4100	
R2889.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HQN0284	4100	

Radios on Buses							
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R0033.00A	3/31/1979	BUS RADIO				4100	BUS
R0034.00A	3/31/1979	BUS RADIO				4100	BUS
R0035.00A	3/31/1979	BUS RADIO				4100	BUS
R0036.00A	3/31/1979	BUS RADIO				4100	BUS
R0039.00A	7/7/1981	BUS RADIO				4100	BUS
R0040.00B	7/7/1981	BUS RADIO				4100	BUS
R0047.00B	10/16/1980	BUS RADIO				4100	BUS
R0048.00B	10/16/1980	BUS RADIO				4100	BUS
R0049.00B	10/16/1980	BUS RADIO				4100	BUS
R0063.00A	11/17/1979	BUS RADIO				4100	BUS
R0064.00A	11/17/1979	BUS RADIO				4100	BUS
R0098.00B	2/18/1975	BUS RADIO				4100	BUS
R0101.00A	3/1/1982	BUS RADIO				4100	BUS
R1053.00A	2/27/1984	BUS RADIO	T44JJA3900	MOTOROLA	433HJC1864	4100	BUS
R1053.00C	2/27/1984	BUS RADIO	T44JJA3900	MOTOROLA	433HJC1864	4100	BUS
R1054.00A	2/27/1984	BUS RADIO	T44JJA3900	MOTOROLA	433HJC1866	4100	BUS
R1907.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1972	4100	BUS
R1908.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1963	4100	BUS
R1909.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1969	4100	BUS
R1911.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1971	4100	BUS
R1912.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1973	4100	BUS
R1913.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1968	4100	BUS
R1914.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1967	4100	BUS
R1915.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1965	4100	BUS
R1916.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1962	4100	BUS
R1917.00A	11/19/1985	BUS RADIO	T44JJA3900	MOTOROLA	433HKU1964	4100	BUS
R2013.00A	6/30/1986	BUS RADIO	T44JJA3900	MOTOROLA	533HLE0023	4100	OPS
R3614.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	MOTOROLA	428TXN3408	4100	
R3615.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	MOTOROLA	428TXN3407	4100	
R3616.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	MOTOROLA	428TXN3410	4100	
R3617.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	MOTOROLA	428TXN3411	4100	
R3618.00A	2/5/1998	RADIO, MAXTRAC 300	D44MJA77A3	MOTOROLA	428TXW4736	4100	
R4091.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	MOTOROLA	428TZU3245	4100	DUB
R4092.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	MOTOROLA	428TZU2259	4100	DUB
R4093.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	MOTOROLA	428TZU2255	4100	DUB
R4094.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	MOTOROLA	428TZU2256	4100	DUB
R4254.00A	4/22/2000	BUS RADIO (B8050)	4XTA7TA7BK	MOTOROLA	776TAC1163	4100	
R4255.00A	4/22/2000	BUS RADIO (B8051)	4XTA7TA7BK	MOTOROLA	776TAC1184	4100	
R4256.00A	4/22/2000	BUS RADIO (B8052)	4XTA7TA7BK	MOTOROLA	776TAC1161	4100	
R4257.00A	4/22/2000	BUS RADIO (B8053)	4XTA7TA7BK	MOTOROLA	776TAC1108	4100	
R4258.00A	4/22/2000	BUS RADIO (B8054)	4XTA7TA7BK	MOTOROLA	776TAC1140	4100	
R4259.00A	4/22/2000	BUS RADIO (B8055)	4XTA7TA7BK	MOTOROLA	776TAC1104	4100	
R4260.00A	4/22/2000	BUS RADIO (B8056)	4XTA7TA7BK	MOTOROLA	776TAC1138	4100	
R4261.00A	4/22/2000	BUS RADIO (B8057)	4XTA7TA7BK	MOTOROLA	776TAC1156	4100	
R4262.00A	4/22/2000	BUS RADIO (B8058)	4XTA7TA7BK	MOTOROLA	776TAC1144	4100	
R4263.00A	4/22/2000	BUS RADIO (B8059)	4XTA7TA7BK	MOTOROLA	776TAC1142	4100	
R4264.00A	4/22/2000	BUS RADIO (B8060)	4XTA7TA7BK	MOTOROLA	776TAC1109	4100	
R4265.00A	4/22/2000	BUS RADIO (B8061)	4XTA7TA7BK	MOTOROLA	776TAC1173	4100	
R4266.00A	4/22/2000	BUS RADIO (B8062)	4XTA7TA7BK	MOTOROLA	776TAC1147	4100	

Radios on Buses							
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R4267.00A	4/22/2000	BUS RADIO (B8063)	4XTA7TA7BK	MOTOROLA	776TAC1141	4100	
R4268.00A	4/22/2000	BUS RADIO (B8065)	4XTA7TA7BK	MOTOROLA	776TAC1110	4100	
R4269.00A	4/22/2000	BUS RADIO (B8066)	4XTA7TA7BK	MOTOROLA	776TAC1157	4100	
R4270.00A	4/22/2000	BUS RADIO (B8067)	4XTA7TA7BK	MOTOROLA	776TAC1143	4100	
R4271.00A	4/22/2000	BUS RADIO (B8068)	4XTA7TA7BK	MOTOROLA	776TAC1166	4100	
R4272.00A	4/22/2000	BUS RADIO (B8075)	4XTA7TA7BK	MOTOROLA	776TAC1179	4100	
R4273.00A	4/22/2000	BUS RADIO (B8076)	4XTA7TA7BK	MOTOROLA	776TAC1148	4100	
R4274.00A	4/22/2000	BUS RADIO (B8077)	4XTA7TA7BK	MOTOROLA	776TAC1178	4100	
R4275.00A	4/22/2000	BUS RADIO (B8078)	4XTA7TA7BK	MOTOROLA	776TAC1162	4100	
R4276.00A	4/22/2000	BUS RADIO (B8079)	4XTA7TA7BK	MOTOROLA	776TAC1102	4100	
R4277.00A	4/22/2000	BUS RADIO (B8080)	4XTA7TA7BK	MOTOROLA	776TAC0537	4100	
R4278.00A	4/22/2000	BUS RADIO (B8081)	4XTA7TA7BK	MOTOROLA	776TAC1181	4100	
R4279.00A	4/22/2000	BUS RADIO (B8082)	4XTA7TA7BK	MOTOROLA	776TAC0510	4100	
R4280.00A	4/22/2000	BUS RADIO (B8083)	4XTA7TA7BK	MOTOROLA	776TAC1176	4100	
R4281.00A	4/22/2000	BUS RADIO (B8084)	4XTA7TA7BK	MOTOROLA	776TAC1155	4100	
R4282.00A	4/22/2000	BUS RADIO (B8085)	4XTA7TA7BK	MOTOROLA	776TAC0511	4100	
R4283.00A	4/22/2000	BUS RADIO (B8087)	4XTA7TA7BK	MOTOROLA	776TAC1175	4100	
R4284.00A	4/22/2000	BUS RADIO (B8086)	4XTA7TA7BK	MOTOROLA	776TAC1183	4100	
R4285.00A	4/22/2000	BUS RADIO (B8088)	4XTA7TA7BK	MOTOROLA	776TAC0521	4100	
R4286.00A	4/22/2000	BUS RADIO (B8089)	4XTA7TA7BK	MOTOROLA	776TAC1177	4100	
R4287.00A	4/22/2000	BUS RADIO (B8090)	4XTA7TA7BK	MOTOROLA	776TAC1107	4100	
R4288.00A	4/22/2000	BUS RADIO (B8091)	4XTA7TA7BK	MOTOROLA	776TAC1182	4100	
R4289.00A	4/22/2000	BUS RADIO (B8092)	4XTA7TA7BK	MOTOROLA	776TAC0536	4100	
R4290.00A	4/22/2000	BUS RADIO (B8093)	4XTA7TA7BK	MOTOROLA	776TAC1119	4100	
R4291.00A	4/22/2000	BUS RADIO (B8094)	4XTA7TA7BK	MOTOROLA	776TAC1109	4100	
R4292.00A	4/22/2000	BUS RADIO (B8095)	4XTA7TA7BK	MOTOROLA	776TAC1166	4100	
R4293.00A	4/22/2000	BUS RADIO (B8096)	4XTA7TA7BK	MOTOROLA	776TAC1146	4100	
R4294.00A	4/22/2000	BUS RADIO (B8097)	4XTA7TA7BK	MOTOROLA	776TAC1112	4100	
R4295.00A	4/22/2000	BUS RADIO (B8098)	4XTA7TA7BK	MOTOROLA	776TAC1165	4100	
R4296.00A	4/22/2000	BUS RADIO (B8099)	4XTA7TA7BK	MOTOROLA	776TAC1167	4100	
R4297.00A	4/22/2000	BUS RADIO (B8100)	4XTA7TA7BK	MOTOROLA	776TAC1111	4100	
R4298.00A	4/22/2000	BUS RADIO (B8101)	4XTA7TA7BK	MOTOROLA	776TAC1174	4100	
R4299.00A	4/22/2000	BUS RADIO (B8102)	4XTA7TA7BK	MOTOROLA	776TAC0538	4100	
R4300.00A	4/22/2000	BUS RADIO (B8103)	4XTA7TA7BK	MOTOROLA	776TAC1139	4100	
R4301.00A	4/22/2000	BUS RADIO (B8109)	4XTA7TA7BK	MOTOROLA	776TAC1504	4100	
R4302.00A	4/22/2000	BUS RADIO (B8110)	4XTA7TA7BK	MOTOROLA	776TAC0517	4100	
R4303.00A	4/22/2000	BUS RADIO (B8111)	4XTA7TA7BK	MOTOROLA	776TAC0516	4100	
R4304.00A	4/22/2000	BUS RADIO (B8112)	4XTA7TA7BK	MOTOROLA	776TAC1503	4100	
R4310.00A	4/22/2000	BUS RADIO (B8105)	4XTA7TA7BK	MOTOROLA	776TAC1103	4100	
R4311.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TAC0515	4100	
R4312.00A	4/22/2000	BUS RADIO (B8107)	4XTA7TA7BK	MOTOROLA	776TAC1145	4100	
R4313.00A	4/22/2000	BUS RADIO (B8108)	4XTA7TA7BK	MOTOROLA	776TAC1505	4100	
R4314.00A	4/22/2000	BUS RADIO (B8106)	4XTA7TA7BK	MOTOROLA	776TAC1180	4100	
R0029.00A	1/10/1980	BUS RADIO				4100	
R0030.00A	1/10/1980	BUS RADIO				4100	
R1252.00A	8/23/1984	BUS RADIO	T44JJA390D	MOTOROLA	533HJO0090	4100	
R1906.00A	11/19/1985	BUS RADIO	T44JJA390D	MOTOROLA	433HKU1966	4100	
R2015.00A	6/30/1986	BUS RADIO	T44JJA3900	MOTOROLA	533HLE0022	4100	
R2018.00A	6/30/1986	BUS RADIO	T44JJA3900	MOTOROLA	533HLE0027	4100	

Radios on Buses							
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R3819.00A	7/13/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0964	4100	
R3841.00A	7/8/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0969	4100	
R3842.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0952	4100	
R3843.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0938	4100	
R3844.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0951	4100	
R3845.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0953	4100	
R3846.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0968	4100	
R3847.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0940	4100	
R3848.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0959	4100	
R3849.00A	6/19/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0958	4100	
R3850.00A	6/17/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0950	4100	
R3851.00A	6/22/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0957	4100	
R3852.00A	6/22/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0939	4100	
R3853.00A	6/17/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0944	4100	
R3854.00A	6/18/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0943	4100	
R3855.00A	6/19/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0941	4100	
R3856.00A	6/19/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0967	4100	
R3857.00A	7/8/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0942	4100	
R3858.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0949	4100	
R3860.00A	8/5/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0947	4100	
R3861.00A	7/22/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0960	4100	
R3862.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0970	4100	
R3863.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0956	4100	
R3864.00A	7/31/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0965	4100	
R3865.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0961	4100	
R3866.00A	7/18/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0954	4100	
R3867.00A	7/18/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0946	4100	
R3868.00A	7/13/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0963	4100	
R3869.00A	7/13/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0966	4100	
R3870.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	MOTOROLA	776TXY0972	4100	

Staff Vehicle Radios							
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R0130.00B	4/24/1981	STAFF VEHICLE RADIO				4100	
R0131.00B	4/24/1981	STAFF VEHICLE RADIO				4100	
R0143.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0144.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0145.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0146.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0147.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0148.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0149.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0150.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0151.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0152.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0153.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0154.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0155.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0156.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0157.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0158.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0159.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0160.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0161.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0162.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0163.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0164.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0165.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0166.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0167.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0168.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0169.00A	5/24/1982	STAFF VEHICLE RADIO				4100	
R0170.00A	5/24/1982	STAFF VEHICLE RADIO				4100	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ADDENDUM NO. 1
REQUEST FOR PROPOSALS (RFP) NO. 04-13
FOR RADIO MAINTENANCE AND REPAIR SERVICES

January 20, 2005

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. 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 District is completing an update of the inventory of all radio equipment to be serviced under this RFP. This information will be mailed soon as a revised Attachment A to this RFP.

The due date for submission of proposals has been extended to Tuesday, 5:00 p.m., February 8, 2005.

Lloyd Longnecker
District Buyer

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ADDENDUM NO. 2
REQUEST FOR PROPOSALS (RFP) NO. 04-13
FOR RADIO MAINTENANCE AND REPAIR SERVICES

January 19, 2005

Receipt of this Addendum No. 2 shall be acknowledged in your proposal response. 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. Question: Was the list of equipment current and of operating radios?
Answer: See attached REVISED Attachment A: Equipment List.
2. Do you need an individual price for every type of radio you have listed?
Answer: No, an average price per unit would be better.
3. On page 1 of 1 and on 1 of 3 of the equipment lists were missing Model numbers, Manufacturer and Serial numbers.
Answer: See attached REVISED Attachment A: Equipment List.
4. Part III, item 3.5.3.3: Accounting data to be verified by the District before acceptance of proposal, to determine if local parts and stock are adequate to handle normal repairs. How will you determine this?
Answer: Provide a written explanation of your typical business practice on how you handle expediting repairs in general. Do you stock repair parts or will you have items shipped "over night" to reduce the radio down time?

As per Addendum No. 1, the due date for proposals has been changed to Tuesday, February 8, 2005, 5:00 p.m.

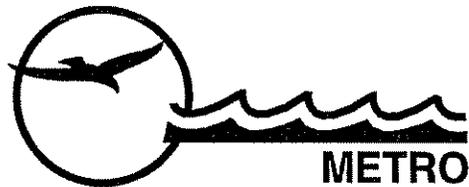
Lloyd Longnecker
District Buyer

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Request for Proposals (RFP)
For Radio Maintenance and Repair**

District RFP NO. 04-13

**REVISED ATTACHMENT A
RADIO EQUIPMENT LIST**



WORKING MASTER

Equipment & Mobile Phones					Jan. 19, 2005		
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
00103.00H	5/27/1988	RADIO EQUIPMENT				2250	ENC
01085.00A	4/23/1984	BASE STATION W/ANT		MOTOROLA	414FH00051	2200	ENC
02619.00A	6/16/1993	RADIO POWER PACK	HO1SDC9AA1	MOTOROLA	402ATL0702	3200	OPS
02670.00F	1/18/1999	COMMAND PLUS CONSOLE	MOL1678	MOTOROLA		3200	OPS
02707.00F	8/6/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYN1650Z	3200	OPS
02711.00A	4/26/1986	BATTERY CHRGR & REV	C28	MOTOROLA		2200	Kite Hill
02712.00A	4/26/1986	SEISMIC RACK 2 TIER	RG602B	GLOBE		2200	Kite Hill
02714.00A	4/26/1986	RADIO TRANSMITTER	C74GSB3106	MOTOROLA	TSP356SP364	2200	Mt. Bilieski
02716.00A	1/1/1985	RADIO DUPLEXOR	DB4071	MOTOROLA	D41721	2200	Mt. Bilieski
02717.00A	1/1/1985	RADIO TRANSMITTER	MSR2000	MOTOROLA	C74GSB3106 TSP364	2200	Ops
02721.00A	1/1/1985	RADIO TRNSMSN REPEAT	C143	MOTOROLA	SET UP/KNOCKDOWN	2200	Davenport
02722.00A	8/28/1986	RADIO COMPARATOR	T1786B	SPECTRATAC	273CLC0063	3200	OPS
02723.00A	1/1/1985	RADIO DUPLEXOR	T1507A	MOTOROLA	PW0308	2200	Davenport
02730.00A	8/28/1986	RADIO CONSOLE REMOTE	T1617	MOTOROLA	222CLG0035	3200	OPS
02734.00A	4/26/1986	RADIO TOWER 60 FT	55060AG	CAL-CON		2200	Mt. Bilieski
02740.00A	1/1/1985	RADIO ANTENNA	DB411			2200	Davenport
02745.00A	1/1/1985	RADIO SEISMIC RACK	MK1075 7'	MOTOROLA		3200	OPS
02748.00A	1/1/1985	RADIO ANTENNA	D8436	YAGI		2200	WTC
02958.00A	7/7/1995	DIG COMM RECORD SYS	31200-008	GUARDIAN	251279	3200	OPS
03077.00A	5/31/1985	BASE RADIO STATION	T1617CM	MOTOROLA	222CLG0036	3200	OPS
03096.00F	8/6/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYN1634	3200	OPS
03098.00F	8/6/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYN1641	3200	OPS
03100.00F	8/28/1998	RADIO, HAND HELD	HT1000	MOTOROLA	402TYQ1826Z	3200	OPS
04066.00A	8/18/1999	RADIO, HAND HELD	HT1000	MOTOROLA	402TZLA256	3200	OPS
04432.00A	8/31/2000	DIGITAL VOICE RECORD	2820AN8	EXACOM	216	3200	OPS
04635.00A	6/20/2002	REPEATER (BILIESKI)	MTR UHF	MOTOROLA	474CBM0098	3200	Mt. Bilieski
04735.00A	10/2/2003	REPEATER (BELOWSKI)	MTR 2000	MOTOROLA	474CDT0164	3200	Mt. Bilieski
R0171	4/1/1989	SILENT ALARM SYSTEM				3200	OPS
00351.00A	12/8/1978	SCANNER	ATC4HLU	REGENCY	38290	3200	OPS
00870.00A	7/29/1983	SCANNER RADIO	PRO2009	REALISTIC	2023012	3200	OPS
02703.00A	4/23/1998	MICROPHONE, SHOULDER	NMN6193B	MOTOROLA	FOR HT1000 RADIO	3200	OPS
02704.00A	4/23/1998	MICROPHONE, SHOULDER	NMN6193B	MOTOROLA	FOR HT1000 RADIO	3200	OPS
02708.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
02710.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
02726.00A	1/1/1985	RADIO SPEED CALL LOG	424	DICTAPHONE	36-12-008	3200	OPS
02741.00A	1/1/1985	RADIO TRNSMSN LINE	TDN6598/12		LDF	2200	B&G
02749.00A	1/1/1985	RADIO TRNSMSSN CABLE	RG8		PK358	2200	MOF
02758.00A	2/28/1996	SCANNER, 10 CHANNEL	PRO-2033	RADIO SHAC	45009835	1300	Metro Center
02955.00A	2/3/1995	SCANNER 10 CHANNEL	PRO2033	RADIO SHAC	45004024	3200	OPS
02956.00A	2/3/1995	SCANNER 10 CHANNEL	PRO2033	RADIO SHAC	45004022	3200	OPS
02967.00A		MICROPHONE		MOTOROLA		3200	OPS
02968.00A		MICROPHONE		MOTOROLA		3200	OPS
02969.00A		MICROPHONE		MOTOROLA		3200	OPS
03097.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
03099.00A	8/6/1998	RAPID CHARGER	H437HT	MOTOROLA	N/A	3200	OPS
03316.00A	3/7/1996	SCANNER, MOBILE	PRO-2038	RADIO SHAK	45012041	3200	OPS
03381.00A	6/24/1996	SCANNER, MOBILE	PRO-2038	RADIO SHAK	CAR #9601	3200	OPS
03382.00A	6/24/1996	SCANNER, MOBILE	PRO-2038	RADIO SHAK	CAR #9602	3200	OPS
04058.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7K10	3200	OPS
04062.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7G60	3200	OPS
04063.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7B64	3200	OPS
04064.00A	8/9/1999	MICROPHONE, SHOULDER	NMN6193	MOTOROLA	FOR HT1000 RADIO	3200	OPS
04065.00A	8/9/1999	MICROPHONE, SHOULDER	NMN6193	MOTOROLA	FOR HT1000 RADIO	3200	OPS
04068.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZR7905	3200	OPS
04069.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNNB78	3200	OPS
04071.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNLP54	3200	OPS
04072.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNLY41	3200	OPS
04073.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZNLS05	3200	OPS
04074.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7M88	3200	OPS
04075.00A	9/10/1999	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831AZQ7B68	3200	OPS

WORKING MASTER

Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
04231.00A	9/9/1999	RAPID CHARGER	HTN9001A	MOTOROLA	N/A	3200	OPS
04232.00A	9/9/1999	RAPID CHARGER	HTN9001A	MOTOROLA	N/A	3200	OPS
04369.00A	6/20/2000	SCANNER 200 CHANNEL	PRO-2015	RADIO SHAC	C024034	1300	Metro Center
04370.00A	6/20/2000	SCANNER 200 CHANNEL	PRO-2015	RADIO SHAC	C024028	1300	Metro Center
04431.00A		RAPID CHARGER	NTN1171A	MOTOROLA		3200	SCM
04434.00A	10/2/2000	SCANNER	BC895XLT	UNIDEN AME	6011050	3200	OPS
04435.00A	10/25/2000	RADIO, HAND HELD	HT1000	MOTOROLA	402TAL2411Z	3200	OPS
04436.00A	10/25/2000	RAPID CHARGER	AAHTN9001B	MOTOROLA	N/A	3200	OPS
04437.00A	10/25/2000	RADIO, HAND HELD	HT1000	MOTOROLA	402TAL2409Z	3200	OPS
04438.00A	10/25/2000	RAPID CHARGER	AAHTN9001B	MOTOROLA	N/A	3200	OPS
04450.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9223	3200	OPS
04601.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9225	3200	OPS
04602.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9232	3200	OPS
04603.00A	5/24/2001	RADIO/CHARGER	HT1250	MOTOROLA	749TBE9232	3200	OPS
04604.00A		HAND HELD RADIO	HT 1000	MOTOROLLA	402AXW1293Z	3200	OPS
04639.00A	8/10/2001	RADIO/CELL PHONE	I500 PLUS	MOTOROLA	831UBN2P4C	3200	OPS
R2824.00A	7/5/1976	RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0090	4100	202
R2838.00A	10/23/1977	RADIO TRAN/REC UNIT	T74XTA7DA2	MOTOROLA	776ASN1047	4100	Spare D
R2844.00A	10/23/1977	RADIO TRAN/REC UNIT	T74XTA7DA2	MOTOROLA	776ASN1048	4100	001
R2859.00A	2/1/1982	RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HKU1966	4100	8026
R2861.00A	2/1/1982	RADIO TRAN/REC UNIT	U44BBN5100	MOTOROLA	QB504E	4100	101
R2865.00A	11/17/1979	RADIO TRAN/REC UNIT	NOT AVAIL	GENERAL EL	9353535SPL	4100	907
R2870.00A	2/1/1982	RADIO TRAN/REC UNIT	U44BBN3100	MOTOROLA	QC345U	4100	Spare D
R2873.00B	2/1/1975	RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0271	4100	9850
03823.00A	4/20/1998	RADIO, HANDS FREE	75-108	MIDLAND	804486	4100	Golf Club
03824.00A	4/20/1998	RADIO, HANDS FREE	75-108	MIDLAND	804802	4100	Golf Club
04640.00A	9/4/2001	SCANNER	BC 350A	UNIDEN	16022299	3200	OPS
R2221.00A	1/5/1988	RADIO MOBILE	N9U02	GE	9506923	4100	Spare D
R2222.00A	1/5/1988	RADIO MOBILE	N9U02	GE	9506925	4100	BUS
R2223.00A	1/5/1988	RADIO MOBILE	N9U02	GE	9506782	4100	BUS
R2826.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFW0002	4100	808
R2827.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HES2000	4100	8025
R2834.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0280	4100	8036
R2841.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	533HFE0166	4100	Spare G
R2843.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0275	4100	302
R2845.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0287	4100	9950
R2877.00A		RADIO TRAN/REC UNIT	T74XTA7DA2	MOTOROLA	776ASN1049	4100	301
R2918.00A		RADIO TRAN/REC UNIT	F44BBU3300	MOTOROLA	U1K58B	4100	8027
R2921.00A		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HPL0223	4100	9700
R2830.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0292	4100	303
R2887.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0289	4100	8035
R2888.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0277	4100	002
R2889.00B		RADIO TRAN/REC UNIT	T44JJA3900	MOTOROLA	433HNQ0284	4100	304

Radios on Buses					Jan.19, 2005		
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R1054.00A	2/27/1984	BUS RADIO	T44JJA3900	Motorola	433HJC1866	4100	201
R1907.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1972	4100	8020
R1908.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1963	4100	8023
R1909.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1969	4100	103
R1910.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1970	4100	8029
R1911.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1971	4100	003
R1912.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1973	4100	8024
R1913.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1968	4100	8015
R1914.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1967	4100	8021
R1915.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1965	4100	8016
R1916.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1962	4100	8014
R1917.00A	11/19/1985	BUS RADIO	T44JJA3900	Motorola	433HKU1964	4100	8022
R2013.00A	6/30/1986	BUS RADIO	T44JJA3900	Motorola	533HLE0023	4100	Spare D
R3614.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	Motorola	428TXN3408	4100	908
R3615.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	Motorola	428TXN3407	4100	Spare D
R3616.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	Motorola	428TXN3410	4100	Spare D
R3617.00A	10/3/1997	RADIO, MAXTRAC 300	D44MJA77A3	Motorola	428TXN3411	4100	
R3618.00A	2/5/1998	RADIO, MAXTRAC 300	D44MJA77A3	Motorola	428TXW4736	4100	Spare D
R4091.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	Motorola	428TZU3245	4100	Spare D
R4092.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	Motorola	428TZU2259	4100	Spare D
R4093.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	Motorola	428TZU2255	4100	Spare D
R4094.00A	12/6/1999	BUS RADIO, MAXTRAC	D44MJA77A3	Motorola	428TZU2256	4100	401
R4254.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1163	4100	2206
R4255.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1184	4100	2202
R4256.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1161	4100	2207
R4257.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1108	4100	2211
R4258.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1140	4100	2208
R4259.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1104	4100	
R4260.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1138	4100	2203
R4261.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1156	4100	2222
R4262.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1144	4100	2205
R4263.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1142	4100	Spare D
R4264.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1109	4100	2218
R4265.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1173	4100	Spare D
R4266.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1147	4100	2204
R4267.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1141	4100	Spare D
R4268.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1110	4100	2201
R4269.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1157	4100	2406
R4270.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1143	4100	9819
R4271.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1166	4100	2308
R4272.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1179	4100	2233
R4273.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1148	4100	8076
R4274.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1178	4100	8077
R4275.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1162	4100	8082
R4276.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1102	4100	
R4277.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0537	4100	8080
R4278.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1181	4100	9812
R4279.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0510	4100	Spare D
R4280.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1176	4100	8075
R4281.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1155	4100	
R4282.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0511	4100	8084
R4283.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1175	4100	2238

Radios on Buses				Jan.19, 2005			
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R4284.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1183	4100	2216
R4285.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0521	4100	2227
R4286.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1177	4100	2215
R4287.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1107	4100	2306
R4288.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1182	4100	8091
R4289.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0536	4100	8092
R4290.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1119	4100	2217
R4291.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1109	4100	8085
R4292.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1166	4100	8095
R4293.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1146	4100	2219
R4294.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1112	4100	2221
R4295.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1165	4100	
R4296.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1167	4100	2229
R4297.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1111	4100	8100
R4298.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1174	4100	2302
R4299.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0538	4100	8102
R4300.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1139	4100	8103
R4301.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1504	4100	9829
R4302.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0517	4100	2213
R4303.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0516	4100	2405
R4304.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1503	4100	
R4310.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1103	4100	2224
R4311.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC0515	4100	8078
R4312.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1145	4100	8107
R4313.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1505	4100	2303
R4314.00A	4/22/2000	BUS RADIO	4XTA7TA7BK	Motorola	776TAC1180	4100	8106
R1252.00A	8/23/1984	BUS RADIO	T44JJA390D		533HJO0090	4100	102
R3819.00A	7/13/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0964	4100	
R3841.00A	7/8/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0969	4100	9801
R3842.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0952	4100	9802
R3843.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0938	4100	9803
R3844.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0951	4100	9804
R3845.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0953	4100	8101
R3846.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0968	4100	9806
R3847.00A	6/16/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0940	4100	9807
R3848.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0959	4100	9808
R3849.00A	6/19/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0958	4100	9809
R3850.00A	6/17/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0950	4100	9810
R3851.00A	6/22/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0957	4100	9811
R3852.00A	6/22/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0939	4100	8081
R3853.00A	6/17/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0944	4100	9813
R3854.00A	6/18/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0943	4100	9814
R3855.00A	6/19/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0941	4100	2310
R3856.00A	6/19/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0967	4100	9816
R3857.00A	7/8/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0942	4100	9817
R3858.00A	6/15/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0949	4100	9818
R3859.00A		BUS RADIO	4XTA7TA7BK	Motorola		4100	9825
R3860.00A	8/5/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0947	4100	9820
R3861.00A	7/22/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0960	4100	9821
R3862.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0970	4100	9822
R3863.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0956	4100	9823

Radios on Buses			Jan.19, 2005				
Asset #	Purch Date	Description	Model	Manufacturer	Serial #	Dept	Location
R3864.00A	7/31/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0965	4100	9824
R3865.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0961	4100	8090
R3866.00A	7/18/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0954	4100	9826
R3867.00A	7/18/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0946	4100	9827
R3868.00A	7/13/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0963	4100	9828
R3869.00A	7/13/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0966	4100	9835
R3870.00A	7/20/1998	BUS RADIO	4XTA7TA7BK	Motorola	776TXY0972	4100	9830
		BUS RADIO	4XTA7TA7BK	Motorola	776TAW1914	4100	8079
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0513	4100	8083
		BUS RADIO	4XTA7TA7BK	Motorola	776TCY0005	4100	2301
		BUS RADIO	4XTA7TA7BK	Motorola	776TDC0747	4100	2214
		BUS RADIO	4XTA7TA7BK	Motorola	776TDC0759	4100	2305
		BUS RADIO	4XTA7TA7BK	Motorola	776TCY0886	4100	2307
		BUS RADIO	4XTA7TA7BK	Motorola	776TDC0741	4100	2309
		BUS RADIO	4XTA7TA7BK	Motorola	776TDC0726	4100	2311
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0506	4100	2404
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0509	4100	2210
		BUS RADIO	4XTA7TA7BK	Motorola	776TDC0758	4100	2220
		BUS RADIO	4XTA7TA7BK	Motorola	776TAQ1810	4100	2223
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0525	4100	2225
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0528	4100	2226
		BUS RADIO	4XTA7TA7BK	Motorola	776TAQ1839	4100	2228
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0521	4100	2230
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0514	4100	2231
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0524	4100	2232
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0505	4100	2234
		BUS RADIO	4XTA7TA7BK	Motorola	776TDC0743	4100	2235
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0515	4100	2236
		BUS RADIO	4XTA7TA7BK	Motorola	776TAY0520	4100	2237
		BUS RADIO	4XTA7TA7BK	Motorola	776TAQ1843	4100	9815
		BUS RADIO	4XTA7TA7BK	Motorola	776TZU1011	4100	9831
		BUS RADIO	4XTA7TA7BK	Motorola	776TAQ1808	4100	9832
		BUS RADIO	4XTA7TA7BK	Motorola	776TAA0583	4100	9833
		BUS RADIO	4XTA7TA7BK	Motorola	776TAZ1018	4100	9834
		BUS RADIO	4XTA7TA7BK	Motorola	776TAA0590	4100	9836
		BUS RADIO	4XTA7TA7BK	Motorola	776TAA0584	4100	9837
		BUS RADIO	4XTA7TA7BK	Motorola	776TZU1019	4100	9838
		BUS RADIO	4XTA7TA7BK	Motorola	776TZU1021	4100	9839
		BUS RADIO	4XTA7TA7BK	Motorola	776TZU1020	4100	9840
		BUS RADIO	4XTA7TA7BK	Motorola	776TAE1503	4100	10
2033		BUS RADIO	4JJA3900DK	Motorola	433HLQ0070	4100	9951
			4XTA7TA7BK	Motorola	776TDC0754	4100	Spare G
			4XTA7TA7BK	Motorola	776TAY0504	4100	Spare G
			4XTA7TA7BK	Motorola	776TAQ1801	4100	Spare G
			4XTA7TA7BK	Motorola	776TAA0589	4100	Spare G
			4XTA7TA7BK	Motorola	776TCY0887	4100	8105
			4XTA7TA7BK	Motorola	776TAQ1841	4100	2212
			4XTA7TA7BK	Motorola	776TZU1010	4100	9805

EXHIBIT - B

PART II

GENERAL INFORMATION FORM FOR DISTRICT RFP NO. 04-13 RADIO MAINTENANCE AND REPAIR SERVICES

(To be completed by the offeror and placed at the front of your proposal)

TelePath Corporation Jan 3rd 2005
Legal Name of Firm Date
49111 milmont DR. Fremont, CA. 94538
Firm's Address
510-656-5600 510-656-2114
Telephone Number FAX Number
Corporation 94-2678653
Type of Organization (Partnership, Corporation, etc.) Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

A.E. AARON ETtinger
Signature of Authorized Principal

A.E. President/CEO
Name of Principal-in-Charge and Title

Mark Champ - Service mgr.
Name of Project Manager and Title

MARK Champ. 570-623-5825
Service mgr. MARK@telepathcorp.com
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

49111 milmont DR. Fremont, CA - 94538
Addresses Where Correspondence Should Be Sent

Service, sales of Two-way Radio & Accessories.
Areas of Responsibility of Prime Contractor

Security cameras, Bi-directional amplifiers,
etc. Installation and trouble shooting.

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

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

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

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

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

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

Firm Name Telepath Corporation
Signature of Authorized Official A E
Name and Title of Authorized Official ARON ETTINGER - president/ceo
Date 1/3/05

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: 1-3-05
Signature: *AEA*
Company Name: Telepath Corp
Title: president / CEO

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____



Santa Cruz Metropolitan Transit District

Request for Proposal (RFP) for Radio Maintenance and Repair

Response to Evaluation Criteria:

1. TelePath has the Bay Areas Largest fully qualified, full time employment of service personnel to support all aspects of your radio system. We also have several types of state-of-the-art test equipment all of which are routinely calibrated traceable to N.I.S.T. required for us to do our job. *See attached resumes' of our Service Technicians.*
2. Monthly maintenance fee per unit will consist of \$2,288 and an hourly rate of \$110 and \$35 per trip charge.
3. TelePath will provide evidence of our ability to access your Transmitter sites once we know who the land-lords are and obtain a key and authorization. We have 24/7 access to all major Mountain Tops from Monterey Bay to Sacramento. TelePath has 4-Ford E250 cargo vans, stocked for every service contract customer. TelePath also owns a Four-Wheel Drive Chevy Tahoe for hazardous weather conditions.
4. Santa Cruz Metro is invited to physically inspect or view photo graphs of our enormous parts/equipment inventory, stocked locally in Fremont, CALIFORNIA. Specialty items such as Interface cables/handsets/panic buttons/antenna kits etc will be purchased for stock on hand and proof of purchase will be made available.
5. In the event TelePath receives a 24/7 after hours request for service, There are 6 members of our team who gets paged. One member will call back within 20 minutes (max) and respond on-site within 4 hours (max) usually two hours is typical to respond from Fremont, CA to Santa Cruz.
 - a. Service Manager
 - b. Owner
 - c. Four RF (component level) techs. One is on-call rotation weekly.
 - d. Escalation to home telephone numbers.
6. Our Technical staff is very familiar with Public Safety environment communication systems. Voters, comparators, antenna schemes and interference are common aspects of our daily job. **Our Service Manager and one of our four technicians have hands-on technical experience of Santa Cruz Metro's system.**



7. Prompt pay discounts will be offered for NET10 billing of all invoices otherwise, NET45 terms is available. The discount will be less 2% on all invoices expiring after 10 days from invoice date. Invoices will be mailed and upon request can be electronically sent via E-mail PDF.
8. TelePath will continue your service plan as scheduled for Tuesdays and Thursdays as needed. Customer to supply a list of work via email 1 business day in advance to our Service Coordinator, Doria Wood. Email: Doria@telepathcorp.com

Selection of Successful Bidder Criteria

1. TelePath fully understands the complexity of Santa Cruz Metro's radio network. To include Mobile/Portables and Repeater stations, Voting receivers, Comparators, Telephone line control and Site access as well as the customers concern for life-safety transportation and communication 24 hrs a day.
2. **References:**
 - a. Desi Calzada –City of Hayward, Communications Supervisor for **Police and Fire** Departments. 510-293-7181 Complex UHF radio system includes three transmitter sites, 6 voting receiver sites, analog microwave points and **SIMULCAST**. We maintain the vehicles and portable radios also.
 - b. Greg Hardiman –Hewlett Packard, Communications contact 408-746-5454. Complex 7 channel Motorola 900MHz trunking system with several BDA's (Bi-directional amplifiers) throughout the South Bay as well as VoIP (Voice of IP) link to Roseville, CA. We also maintain the 4 Channel 900 MHz Trunking system in Roseville.
 - c. Carl Arnet –Santa Cruz Beach-Boardwalk -Seaside, Technical Services Manager. 831-460-3310. Multi-repeater system with a state-of-the-art dispatch console (currently being installed). TelePath has been servicing this customer for many years.

Additional references will be made available upon request.



Items not covered under maintenance but subject to repair/replacement under time and material basis at the contracted discounted rate.

- Cellular telephones and Scanners -includes Nextel type.
- Shoulder microphones including palm-type microphones, Battery packs, Belt clips, Antennas and Chargers.
- Repairs due to misuse or abuse of equipment to include liquid damage.
- Time spent working to resolve telephone line problems (not radio related)
- Antennas and coax (infrastructure) due to potential age.
- Any backup battery (UPS) systems and or Generator systems.
- Towers and Alarms –includes Silent.

Summary of items to be covered

177 Mobiles	\$10/ea	\$1770
13 Portables	\$9/ea	\$117
1 Dictaphone	\$15/ea	\$15
1 Exacom	\$15/ea	\$15
1 Guardian	\$15/ea	\$15
2 T1617 Remotes	\$8/ea	\$16
1 Command plus	\$15/ea	\$15
2 MTR2000s	\$40/ea	\$80
2 MSR2000s	\$40/ea	\$80
1 Receiver	\$30/ea	\$30
1 SpectraTac & SQM's	\$40/ea	\$40

(Items may be adjusted to final count) **\$2,193/Month**

Maintenance increase after 1 year (10%) \$2,436.66/Month

Maintenance increase after 2 years (10%) \$2,707.41/Month

Maintenance increase after 3 years (10%) \$3,008.23/Month

Emergency Call outs are considered ones that are not scheduled. After hours 5pm to 7am, Saturdays, Sundays and Major Holidays are after hours.

4 Hour Minimum on Emergency call outs is \$440 plus \$35 trip charge.



Contract pricing

Customers on maintenance contract receive 20% discount on parts/accessories and at least 25% discount on radio equipment.

Programming

\$35 each unit plus trip charge.

\$15 each unit plus trip charge for 10 or more units at the same time and same location.

Crystal controlled radio equipment is subject to availability and is time and material.

Installation of Mobile radios –regular vehicle

\$150 each plus trip charge for remote mount radio unit with antenna and external speaker into non-bus vehicles. Ie: pickup trucks, cars, etc.

Installation of Mobile radios –buses

\$250 (or more estimated up to \$500) each plus trip charge for remote mount radio unit with antenna and external speaker, emergency buttons, hang-up handset into bus.

Removal of radio equipment

\$100 plus trip charge for regular vehicles

\$175 plus trip charge for buses.

TelePath will perform to Santa Cruz Metros Maintenance Standards

TelePath Acknowledges addendum 1 and 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. Ettinger", written in a cursive style.

Aaron Ettinger –President-CEO
510-623-5800 direct office
408-639-1000 mobile phone



TelePath Corporation
Service Department Personnel

Service Manager, 29 years: Mark A. Champ

- 1975-89 Communication Systems & Electronics: Vice-President of Authorized Motorola Service Station.
- 1989-98 Hytek Communications, Inc: President/Owner, 2-way Communication sales & service company
- 1998-01 Champion Communication Services, Inc: Regional Manager-Ca and Country Manager-Vietnam, 2-way communication infrastructure provider
- 2001-02 TelePath Corporation: Service Manager, Authorized Motorola Service Station
- 2002-04 Day Wireless Systems: Regional Business Manager, Authorized Motorola Service Station.
- 2004-present TelePath Corporation: Service Manager Authorizes Motorola Service station.

Senior Technician, 22 years: Keith Doser

- 1974-82 U.S. Navy: Electronic Communications technician, USS Berkeley
- 1982-89 Communication Systems & Electronics: Technician, Motorola Service Station
- 1989-90 Hytek Communications, Inc.: Technician, 2-way Communications company
- 1990-92 Ligtelyn Communications: Technician, 2-way Communications company
- 1992-97 Hytek Communications, Inc.: Technician, 2-way Communications company
- 1997-present TelePath Corporation: Senior Technician
- General RadioTelephone License, Motorola Factory Training Schools on subscriber products and infrastructure, Zetron 4000 console series, Motorola Privacy Plus and Passport Trunking protocols, Motorola Simulcast and CentraCom II consoles, VOIP systems, etc.



Senior Technician: 25years Roberto Rosa

- 1975-1985 Inter American University Bayamon, Puerto Rico
 - Associate Degree in Digital Electronics
 - Associate Degree in Applied Sciences (Audio-Visual Communications)
 - Operated and maintained the A/V Recording Equipment for University Personnel.
- 1986 Professional Musician
- 1987-1990 Stereo Tempo (Radio Station) Puerto Rico. Repaired and maintained Broadcast equipment including recording and audio processing equipment. High Power (10kw). Repair and Maintenance of two-way radio equipment.
- 1991-1995 Motorola Service Depot (Factory) Repaired Motorola radios, mobile data terminals and dispatch consoles.
- 1995-1997 (Self Employed) Communications Design Service. Design, install and maintain two-way radio equipment used by Taxi, shopping centers, hotels etc. Repair of Satellite equipment and audio/video equipment
- 1997-2001 General Service Agency, County of Santa Clara. Repair of two-way radios to the component level. Customization of audio and RF Equipment, repair of high power equipment.
- 2001-2002 Schlumberger. Repair of 900 MHz two way radio equipment and assist Engineers to isolate failures in new production radios.
- 2002 (for 6 months while waiting for an opening at TelePath) Day Wireless Systems. Field technician for two-way radio equipment.
- 2002 to Current, TelePath Corporation. Field Service Technician, Deploys and maintains complex radio networks. Zetron consoles, voting receiver systems, VOIP Systems and various trunking protocols.



Senior Technician, 23 years: David Carrier

- 1979-81 Technical Training School, AA Degree
- 1981-83 General Electric Company, Radio Communications Division: Electronics Technician
- 1983-89 Communication Systems & Electronics: Technician, Motorola Service Station
- 1989-00 Mobile Communications: Technician, Motorola Service Station
- 2000-01 Champion Communication Services, Inc.: Senior Technician, responsible for maintain of trunking radio system infrastructure for Northern California.
- 2001-present TelePath Corporation: Senior Technician
- General RadioTelephone License, Motorola Factory Training Schools on subscriber products and infrastructure, Privacy Plus, LTR and Passport trunking protocols, Starpoint/Starplex Microwave training, Motorola Simulcast, CentraCom II consoles, VOIP systems, etc.

Journeyman Technician, 15 years: John Hidalgo

- 1989-91 Heald Institute of Technology, AS Degree in electronics & computer technology
- 1996-97 Comtech Communications: Technician, cellular telephone provider
- 1997-98 Telecom Communications: RF Technician, Nextel and Motorola service center.
- 1999-04 Day Wireless Systems: Journeyman Technician, Motorola service station.
- 2004-present TelePath Corporation: Journeyman Technician
- Continual Factory School Training on subscriber products, CentraCom II, Centralink 2000 E911, Privacy Plus & LTR trunking protocols, Smartrunk II trunking protocol, microwave, FSO laser microwave, VOIP systems, voice recorders, etc.

Journeyman Installer, 24+ years: Frank Salas

- 1980-00 Car stereo and cellular phone installations
- 2000-present TelePath Corporation: Journeyman Installer, responsible for small to large 2-way radio communication system installs, police car build-ups including Code 3 packages, light bars, sirens, wig-wags, flashers, siren packages, base station infrastructure installs, repeaters, CCTV camera systems, wireless data modems, in-building antenna system cable installs, etc.

Service Administrator: Doria Wood

- 2002-present TelePath Corporation: responsible for scheduling of day to day service requests, receipt of equipment coming to shop for repair, processing of equipment for depot repair and warranty issues as needed, processing of job tickets for billing, coordinating payment arrangements with clients.

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION OF
APPRECIATION FOR THE SERVICES OF
DAVID KONNO AS MANAGER OF FACILITIES MAINTENANCE
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring a Manager with expertise and dedication appointed David Konno to serve in the position of Manager of Facilities Maintenance, and

WHEREAS, David Konno served as the Manager of Facilities Maintenance for the Santa Cruz Metropolitan Transit District for the time period of May 11, 1978 to March 10, 2005, and

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

WHEREAS, David Konno served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the skill and service provided to the citizens of Santa Cruz County by David Konno resulted in clean, accessible public transportation facilities being available to bus passengers during the most difficult of times, and

WHEREAS, during the time that David Konno served in the position of Manager of Facilities Maintenance his leadership, efforts, and support resulted in METRO developing and maintaining new facilities, responding to adverse economic conditions, responding to the damage caused by the Loma Prieta Earthquake, responding to flood conditions, revising the design of bus passenger shelters, identifying and maintaining temporary facilities, managing the handling of hazardous materials, improving the safety of the facilities for workers, interacting with other governmental agency staff members, and enhancing the quality of passenger service facilities for all citizens of Santa Cruz County, and

WHEREAS, the quality of life in Santa Cruz County was improved as a result of the leadership, commitment, and service provided by David Konno.

10.1

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

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

PASSED AND ADOPTED this 11th day of March 2005, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MICHAEL W. KEOGH
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

10.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: March 25, 2005
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: CONSIDERATION OF ADOPTING THE SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT'S AMENDED RECORDS
RETENTION SCHEDULE

I. RECOMMENDED ACTION

That the Board of Directors Adopt the attached Resolution which sets forth the Amended Records Retention Schedule.

II. SUMMARY OF ISSUES

- Authority for the disposition of District records rests with the Board.
- A consistent approach to the management and disposition of records is necessary, for the good of the Transit District.

III. DISCUSSION

The Public Utilities Code vests authority with the Board of Directors to determine if and when a record, map, book or paper in the possession of the District or any officer or employee thereof is of no further value to the District. When a District record is of no further value the Board may authorize its sale, destruction or other disposition. In August 1998, the Board of Directors adopted the District's first Records Retention Schedule. Since that time managers have determined that additional records should be added to the schedule.

Additionally, the Planning and Marking Department has been eliminated and the records from that department have been disbursed to other departments. The Finance Department deleted one entry that was determined obsolete, as the entry was too general. Other entries have since replaced the deleted entry and more specifically describe the documents to be retained.

All changes to the Records Retention Schedule are in bold type. Through adoption of the attached Resolution, District records will be managed in a consistent manner.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Resolution Adopting an Amended Records Retention Schedule for the Santa Cruz Metropolitan Transit District

Attachment B: Amended Records Retention Schedule

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted: _____

**RESOLUTION ADOPTING AN
AMENDED RECORDS RETENTION SCHEDULE
FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District implemented a Records Retention Schedule on August 21, 1998.

WHEREAS, through adoption of a Records Retention Schedule, District records are managed in a consistent manner; and

WHEREAS, the Public Utilities Code vests authority with the Board of Directors to determine if and when a record, map, book or paper in the possession of the Santa Cruz Metropolitan Transit District is of no further value; and

WHEREAS, management staff has found it necessary to propose amendments to the Records Retention Schedule detailing the disposition of all records of the Santa Cruz Metropolitan Transit District considering relevant federal and state law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby adopt the attached amended Records Retention Schedule and that such amended Records Retention Schedule shall become effective upon adoption of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on March 25, 2005, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS –

APPROVED:

MICHAEL W. KEOGH
Board Chair

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ATTEST:

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR- 1019

Computer Title: Records Retention Schedule

Effective Date: August 21, 1998

Pages: 11

TITLE: RECORDS RETENTION SCHEDULE

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
August 21, 1998	Implementation of Policy	J. A.
September 17, 1999	Add Amendments to Schedule	J. B.
January 18, 2002	Add Amendments to Schedule	S. A.
March 25, 2005	Add Amendments to Schedule, including title change	

I. POLICY

- 1.01** It is the policy of the Santa Cruz Metropolitan Transit District that records be retained in accordance with federal and state requirements and when it is in the best interest of the Santa Cruz Metropolitan Transit District to do so.
- 1.02** Attached is the Santa Cruz Metropolitan Transit District Records Retention Schedule which details the length of time each record series is to be maintained in department files; how long it is to be maintained in inactive status, if and when such record can be destroyed and the department which is the keeper of the official copy of the record.
- 1.03** In accordance with California State law, the Board of Directors is solely vested with the power and authority to authorize destruction of Santa Cruz Metropolitan Transit District records, maps, books or paper that is of no further value to the District.

II. APPLICABILITY

- 2.01** The Records Retention Schedule shall be followed by every Santa Cruz Metropolitan Transit District employee so that Santa Cruz Metropolitan Transit District will have a consistent policy and procedure for managing its records.

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Santa Cruz Metropolitan Transit District Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
APPLICABLE TO ALL DEPARTMENTS:					
DEPARTMENT WORKING PAPERS & DRAFTS	ACT	NA	APPLICABLE GENERATING DEPT.	ACT	
E-MAIL MESSAGES ON SERVERS	WU	NA	APPLICABLE GENERATING /RECEIVING DEPT.	WU	
PROJECT FILES	ACT+04	02	APPLICABLE GENERATING DEPT.	ACT+06	PA,GR
SUBJECT AND REFERENCE MATERIALS	ACT	NA	APPLICABLE GENERATING DEPT.	ACT	
EMPLOYEE FIELD FILE	ACT	02	APPLICABLE GENERATING DEPT.	ACT +02	
GENERAL (DEPARTMENT FILES)	03	02	APPLICABLE GENERATING DEPT.	05	
ADMINISTRATION RECORDS:					
AGENDAS/MINUTES -- OTHER AGENCIES	ACT	05	ADM	ACT+05	NEW 03/05
BOARD OF DIRECTOR MEETING RECORDS (AGENDA, BOARD REPORTS, BOARD MINUTES)	02	IND	ADM	IND	V, PA
BOARD OF DIRECTOR MEETING TAPE RECORDINGS	ACT	01	ADM	ACT+01 MO	
CONFLICT OF INTEREST (BOARD/STAFF)	02	05	ADM	07	
CONTRACT COMPLIANCE FILE	ACT+04	02	ADM	ACT+06	GR
CONTRACTS/AGREEMENTS	ACT+04	IND	ADM	IND	V
CONTRACT PAYMENT/PERF ADMIN DOCUMENTS	ACT+04	IND	ADM	IND	
CONTRACTED SERVICE RECORDS	04	03	ADM	ACT + 07	
CONTRACTS - REAL PROPERTY IMPROVEMENTS	ACT+04	IND	ADM	IND	
CONTRACTOR INFO STATEMENT	ACT +04	NA	ADM	ACT +04	DELETE 03/05
COPYRIGHT/TRADEMARK PATENT RECORDS	ACT+01	IND	ADM	IND	

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Santa Cruz Metropolitan Transit District Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
ADMINISTRATION RECORDS (CONT.):					
DBE CERTIFICATION RECORDS - APPROVED	ACT+02	04	ADM/PURCH	ACT+06	
DBE CERTIFICATION RECORDS - DENIED	02	01	ADM/PURCH	03	
DISTRICT-WIDE REGULATIONS	ACT	IND	ADM	IND	
ENGINEERING/CONSTRUCTION TECH DOCUMENTS (MOVED FROM OLD PLANNING/MARKETING ENTRY)	ACT+03	LOS+10	PLAN & MKT ADM MOVED 03/05	LOS+10	To be stored on CD or zip disk
GENERAL SVCS (MAIL/ SUPPLIES/ GRAPHICS)	03	NA	ADM	03	
GRANT MANAGEMENT FILES	ACT+01	02	ADM (Grants)	ACT+03	GR
GRANT RECORDS (GRANT-FUNDED PROJECTS)	ACT+01	02	ADM (Grants)	ACT+03	GR
INSURANCE - CALTIP STUDY SESSION PACKETS, AUDIT REPORTS, AGENDA PACKETS	ACT	03	ADM	ACT+03	NEW 03/05
INTERNAL AUDITS	03	IND	ADM	IND	
INVESTIGATION FILES (INSPECTOR GENERAL)	ACT+02	IND	ADM	IND	
JOINT DEVELOPMENT PROJECT FILES	ACT+01	IND	ADM	IND	
LEASE FILES (INCLUDES PROPERTY MGMT.)	ACT+01	05	ADM	ACT+06	
LEGAL COMPLIANCE DOCS (FTA)	06	IND	ADM (GRANTS)	IND	
MARKETING ACTIVITY RECORDS MOVED FROM OLD PLANNING/MARKETING ENTRY	03	NA	PLAN & MKT ADM MOVED 03/05	03	GR - To be stored on CD or zip disk
RTC TRIENNIAL REVIEWS, FTA TRIENNIAL REVIEWS, CUSTOMER SERVICE COMPLAINTS	ACT	IND	ADM	IND	NEW 03/05
PLANNING/FORECASTING (5-YR/30-YR,-) MOVED FROM OLD PLANNING/MARKETING ENTRY	ACT+01	IND	PLAN & MKT ADM MOVED 03/05	IND	PA - To be stored on CD or zip disk
PROPERTY ACQUISITION (APPRAISAL)	ACT+01	IND	ADM	IND	
PROTEST FILE (CONTRACTS)	ACT+01	02	ADM	ACT+03	GR
PURCHASING (IFB/RFP/SUCCESS BIDS & PROPS)	03	IND	ADM/PURCH	IND	

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Santa Cruz Metropolitan Transit District
Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
ADMINISTRATION RECORDS (CONT.):					
PUBLIC AFFAIRS (PRESS RELEASES, PHOTOS)	05	IND	ADM	IND	
PURCHASING (UNSUCCESSFUL BIDS & PROPOSALS)	03	NA	ADM/PURCH	03	GR
PURCHASE ORDERS (REGULAR/YEARLY)	03	03	ADM/PURCH	06	GR
PUBLIC MEETING FILES	01	IND	ADM	IND	PA,GR
PUBLIC COMMENT LETTERS	01	IND	ADM	IND	PA,GR
REAL ESTATE GENERAL FILES	ACT+01	IND	ADM	IND	
S RTP MOVED FROM PREVIOUS PLANNING/MARKETING ENTRY	IND	IND	PLAN & MKT ADM MOVED 03/05	IND	PA - To be stored on CD or zip disk
TAPE RECORDINGS OF PUBLIC HEARINGS, COMMITTEE MEETINGS AND OTHER MEETINGS (IF RECORDED)	60 DAYS	0	ADM	60 DAYS	REVISED 03/05
TRAVEL DOCUMENTS/PACKETS	ACT	01	ADM	ACT+01	NEW 03/05
UNIONS - GRIEVANCES, CORRESPONDENCE, ARBITRATION PROCEEDINGS, LABOR AGREEMENTS	ACT	IND	ADM	IND	NEW 03/05
VEHICLE REHAB & PURCHASE	ACT + 04	02	ADM	ACT + 04	
VIDEO RECORDINGS	02	0	ADM	02	DELETE 03/05
WARRANTIES	ACT	IND	ADM	IND	
FACILITY MAINTENANCE RECORDS:					
AIR COMPRESSOR CERTIFICATION	05	01	FAC /FLEET	LOS + 01	
BUILDING BLUEPRINTS AS BUILTS	ACT	01	FAC.	ACT +01	GR
BUILDING SPECS	ACT	01	FAC.	ACT +01	GR
BUILDING WARRANTIES	ACT	01	FAC.	ACT +01	GR
BUS STOP BLUEPRINTS AS BUILTS	ACT	01	FAC	Act +01	GR
CONSTRUCTION/ENCROACHMENT PERMITS/RIDERS	ACT + 01	LOS + 10	FAC	LOS + 10	LOS

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Santa Cruz Metropolitan Transit District Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
FACILITY MAINTENANCE RECORDS (CONT.):					
EMPLOYEE MEDICAL RECORDS - HAZARD EXPOSURE	ACT	IND	FAC	IND	
ENVIRON/ TESTING/ EXPOSURE/ MONITORING REPORT	01	29	FAC	30	
EQUIPMENT WARRANTIES	ACT	01	FAC.	LOS	GR
HAZCOM TRAINING RECORDS	IND	IND	FAC.	IND	
HAZARDOUS MAT. CHEM INV. FORMS (HCS-88)	ACT	IND	FAC	IND	
HAZARDOUS WASTE MANIFEST FORMS	03	IND	FAC	IND	
MATERIAL SAFETY DATA SHEETS	ACT	IND	FAC	IND	
NOISE EXPOSURE/ AUDIOMETRIC TESTING	02	IND	FAC	IND	
RELEASE REPORT	03	01	FAC	04	
UNDERGROUND STORAGE TANK PERMITS	ACT +01	LOS +01	FAC	IND	
FINANCE RECORDS:					
ACCOUNTING GEN (CONTROL/INPUT)	03	08	FINANCE	11	DELETE 03/05
ACCTS PAYABLE & RECEIV VOUCHERS/ INVOICES	02	06	FINANCE	08	GR
ACCT INFORMATION RPTS	02	08	FINANCE	10	
ACCT JOURNAL/ LEDGERS	02	08	FINANCE	10	V
ACCRUAL ADJUSTMENT REPORTS	01	01	FINANCE	02	
ADMIN COMP TIME, FLOATING HOLIDAY BALANCE REPORT	02	04	FINANCE	06	
ANNUAL LEAVE, SICK LEAVE, PERSONAL LEAVE BALANCE REPORT	02	04	FINANCE	06	
ASSETS RECONCILIATION TO PHYSICAL COUNT	ACT	03	FINANCE	ACT +03	GR
ATTENDANCE REGISTER	02	04	FINANCE	06	
ATTRIBUTABLE INCOME REPORTS	01	01	FINANCE	02	

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Santa Cruz Metropolitan Transit District
Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
FINANCE RECORDS (CONT.):					
BAD DEBTS/UNCOLLECTABLE ACCT RECORDS	ACT+03	03	FINANCE	ACT+06	
BANK STATEMENTS	02	04	FINANCE	06	
BANKING (DEPOSITS/CANCELLED CHECKS)	02	04	FINANCE	06	
BOND/DEBENTURE/INVESTMENT RECORDS	ACT+03	IND	FINANCE	IND	V
BUDGET (ANNUAL)	ACT+01	IND	FINANCE	IND	PA
BUDGET (ANNUAL) SUPPORT DOCUMENTS	ACT +02	NA	FINANCE	ACT +02	
CASH RECEIPT LEDGER	02	04	FINANCE	06	
DEED OF TRUST	IND	NA	FINANCE	IND	LOS
DEDUCTIONS LIST FICHE	ACT	IND	FINANCE	ACT	
DEDUCTIONS MASTER LOG FILE SUMMARY	01	01	FINANCE	02	
EARNINGS HISTORY FICHE	ACT	IND	FINANCE	IND	
EARNINGS LIST FICHE	ACT	IND	FINANCE	IND	
EMPLOYEE MASTER LOG FILE SUMMARY	01	01	FINANCE	02	
EMPLOYEE PAYROLL DATA (ON MICROFICHE)	ACT	IND	FINANCE	IND	
EMPLOYEE PAYROLL FILE	ACT+01	IND	FINANCE	IND	
FIXED ASSET INVENTORY LISTING	ACT	03	FINANCE	ACT +03	GR
FIXED ASSET RECORDS - PERMANENT	ACT+01	IND	FINANCE	IND	NEW 03/05
FINANCE GENERAL	03	NA	FINANCE	03	
FINANCIAL AUDITS (EXTERNAL)	10	IND	FINANCE	IND	V
HEALTH DEDUCTIONS RECORDS	01	01	FINANCE	02	
HOURS ACCUMULATOR REPORT	01	01	FINANCE	02	
INSURANCE (POLICIES/AMENDMENTS)	ACT+01	IND	FINANCE	IND	V
ITT HARTFORD SUPPLEMENTAL LIFE DEDUCTIONS RECORDS	01	01	FINANCE	02	

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Santa Cruz Metropolitan Transit District
Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
FINANCE RECORDS (CONT.):					
LOBBYIST REPORTS (QUARTERLY)	02	05	FINANCE	07	
MASTER FILE FICHE	ACT	IND	FINANCE	IND	
METRO HOURS REPORT	01	03	FINANCE	04	
NOTICE - PAY RATE FOR BUS OPERATORS	01	01	FINANCE	02	
NOTICE - PAY RATE FOR MANAGEMENT	01	01	FINANCE	02	
NOTICE - PAY RATE FOR PSA	01	01	FINANCE	02	
NOTICE - PAY RATE FOR SEA	01	01	FINANCE	02	
NOTICE - PAY RATE FOR VMU	01	01	FINANCE	02	
PAYROLL ADJUSTMENTS REPORTS	01	01	FINANCE	02	
PAYROLL INTERFACE	02	04	FINANCE	06	NEW 03/05
PAYROLL RECORDS - DUBOIS	ACT	IND	FINANCE	IND	
PAYROLL REGISTER	02	04	FINANCE	06	
PENSION SUMMARY INFORMATION	ACT	IND	FINANCE	IND	
PERS FILES INCLUDING VARIOUS MEMBER STATEMENT DATA	02	NA	FINANCE	02	
PSA UNION DUES NOTICES	01	01	FINANCE	02	
SALES TAX ALLOCATION (ON MICROFICHE)	03	IND	FINANCE	IND	
SEA UNION DUES NOTICES	01	01	FINANCE	02	
SEIU LOCAL 415 COPE DEDUCTIONS	01	01	FINANCE	02	
SIGNATURE LOG FOR PAY WARRANTS	01	01	FINANCE	02	
STATE DISABILITY INSURANCE RECORDS	01	01	FINANCE	02	
STATUS CHANGE REPORTS	01	NA	FINANCE	01	
TIME BANK RECORDS	ACT	IND	FINANCE	ACT	
TIME SHEETS	02	IND	FINANCE	IND	GR
TRUST WARRANT CLAIMS	01	01	FINANCE	02	

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Santa Cruz Metropolitan Transit District Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
FINANCE RECORDS (CONT.):					
UTU LOCAL 23 BILL BACKS RECORDS	01	01	FINANCE	02	
UTU LOCAL 23 CORRESPONDENCE	ACT	01	FINANCE	ACT+01	
UTU LOCAL 23 INSURANCE NOTICES	01	01	FINANCE	02	
UTU LOCAL 23 TPEL NOTICES	01	01	FINANCE	02	
UTU LOCAL 23 UNION DUES NOTICES	01	01	FINANCE	02	
VEHICLE TITLES	IND	NA	FINANCE	IND	LOV
VMU UNION DUES NOTICES	01	01	FINANCE	02	
WIRE TRANSFER BOOKS	02	02	FINANCE	04	V
FLEET MAINTENANCE RECORDS:					
ACCIDENT APPRAISAL REPORTS (COPIES)	01	06 MO	FLEET	18 MO	NEW 03/05
AIR COMPRESSOR CERTIFICATION	05	01	FLEET/FAC	01	
BLUE FUEL CARDS	03 MO	10 MO	FLEET	01 YR/01 MO	
DAILY FUEL/SERVICING	03 MO	10 MO	FLEET	01YR/ 01 MO	
DAILY SHIFT ATTENDANCE RECORD (DSAR'S) ORIGINALS IN FLEET	01 MO	01	FLEET	01	
DRIVER'S LICENSE PULL NOTICE & DMV RECORDS	ACT+01	01	OPS, FLEET	01	
DRIVER VEHICLE CHECK SHEET ORIGINALS	03 06 MO	NA	FLEET	03 06 MO	REVISED 03/05
EMPLOYEE ATTENDANCE RECORDS ORIGINALS IN FLEET MAINT.	01	07	FLEET	07	
FLEET MAINTENANCE PLAN ONLY	05	IND	FLEET	05	
INSPECTION FORMS (A-E) ORIGINALS	03 MO	02	FLEET	02	
INVENTORY COUNTS	01	07	FLEET	07	
INVENTORY VALUATIONS (MO END/YR END)	01	07	FLEET	07	
LICENSES/ PERMITS (VEHICLES)	ACT	03	FLEET	ACT+03	

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Santa Cruz Metropolitan Transit District Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
FLEET MAINTENANCE RECORDS (CONT.):					
MONTH END REPORTS	01	07	FLEET	ACT + 07	
REQUESTS FOR TIME OFF (RTO'S)	03 MO	01	FLEET	01	
UNDERGROUND STORAGE TANK REPORTS	01	IND	FLEET	IND	NEW 03/05
VEHICLE HISTORIES	ACT	05	FLEET	ACT +0 5	
VEHICLE OPACTY READINGS	01	01	FLEET	02	
VEHICLE REGISTRATION	ACT	ACT	FLEET	ACT	
VEHICLE WARRANTIES IN VEHICLE FILES	ACT	05	FLEET	ACT + 05	
WORK ORDERS	03 MO	10 15 MO	FLEET	ACT +13 18 MO	DISCARDED
HUMAN RESOURCES RECORDS:					
BENEFITS/INSURANCE PLANS	ACT	10	HR	ACT+10	V
COMPLAINT FILES EEOC/DFEH	ACT	05	HR	ACT+05	
DISCIPLINARY APPEALS/GRIEVANCES (LEVELS 1 AND 2; ARBITRATION)	ACT	04	HR	ACT+04	
DOCUMENTATION OF REFUSALS OF REQUIRED ALCOHOL/DRUG TESTS	05	01	HR	06	NEW 03/05
DRUG & ALCOHOL COLLECTION & EMPLOYEE TRAINING	02	01	HR	03	
DRUG & ALCOHOL FOLLOW-UP TEST RESULTS AND SCHEDULES	05	01	HR	06	NEW 03/05
DRUG & ALCOHOL INSPECTION, MAINTENANCE AND CALIBRATION OF EBTS	02	01	HR	03	NEW 03/05
DRUG & ALCOHOL NEGATIVE TEST RESULTS	01	01	HR	02	V
DRUG & ALCOHOL POSITIVE TEST RESULTS	05	01	HR	06	NEW 03/05
DRUG & ALCOHOL SAP & MIS REPORTS SUBMITTED TO FTA	05	01	HR	06	NEW 03/05
DRUG & ALCOHOL TEST RESULTS FROM PREVIOUS EMPLOYERS	03	01	HR	04	NEW 03/05
EEO/AA PLAN	ACT	05	HR	ACT+05	

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Santa Cruz Metropolitan Transit District Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
HUMAN RESOURCES RECORDS (CONT.):					
EMPLOYEE ACCIDENT/INJURY (W/C)	ACT	05	HR	ACT+05	
EMPLOYEE BENEFIT FILE	ACT	10	HR	ACT+10	
EMPLOYEE FILE	ACT	10-07	HR	ACT +07 10	REVISED 03/05
EMPLOYEE SELECTION LISTS	03	07	HR	10	
I-9 FORMS	ACT	03	HR	ACT +0 3	
JOB FLYERS	02	02	HR	04	
LABOR CONTRACTS	ACT	IND	HR	IND	V
LABOR NEGOTIATION FILES	ACT+03	IND	HR	IND	
OSHA 300 200 LOG & SUMMARY	06	NA	HR	06	
SALARY SCHEDULE RECORDS	03	03	HR	06	
TRAINING/EMPLOYEE DEVELOPMENT FILES	ACT	03	HR	ACT+03	
LEGAL RECORDS:					
CLAIM/LITIGATION CASE FILES	ACT+01	09	LEGAL	ACT+10	
COLLECTION FILES	ACT	05	LEGAL	ACT +0 5	
COURT ORDER/ AGENCY COMPLIANCE DOCUMENTS	ACT	09	LEGAL	ACT+10	
LEGAL OPINIONS	IND	IND	LEGAL	IND	
LEGAL SERVICE COPIES (SUBPOENAS; DECLARATIONS; RECORDS REQUESTS)	ACT + 01	NA	LEGAL	ACT +0 1	
RECORDS RETENTION SCHEDULE	ACT	IND	LEGAL	IND	
IT MIS RECORDS:					
EMAIL MESSAGES ON SERVERS	01 MO	NA	ITMIS	01 MO	REVISED 03/05
OPERATIONS RECORDS:					
DRIVER'S LICENSE & VTT TRAINING RECORDS	ACT	NA	OPS	IND	
HEADWAYS- MOVED FROM OLD PLANNING/MARKETING ENTRY	ACT+01	IND	PLAN & MKT OPS MOVED 03/05	IND	To be stored on CD or zip disk
OPERATORS DAILY TIME RECORDS & PAYROLL	01	05	OPS	06	

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Santa Cruz Metropolitan Transit District
Records Retention Schedule

Record Series Title	Years Active	Years Inactive	Office of Record	Total Yrs. Retention	Comment
OPERATIONS RECORDS (CONT.):					
OPERATIONS CONTROL CENTER TAPES	01	NA	OPS	01	
OPERATIONS EQUIPMENT DAMAGE RPT.	01	06	OPS	06	
OPERATIONS PLANNING LINE FILES MOVED FROM OLD PLANNING/MARKETING ENTRY	ACT	03	PLAN & MKT OPS MOVED 03/05	ACT+03	To be stored on CD or zip disk
OPERATIONS SCHEDULING RECORDS	02	05	OPS	10	
OPERATIONS PULLOUT SHEETS	01 MO	05	OPS	10	
OPS CTRL CTR DIV TELEPHONE TAPES	03	IND	OPS	IND	
OPS NEWSLETTERS/OPS STAFF MEMOS	03	IND	OPS	IND	
OPERATIONS SAFETY & TRAINING RECORDS	05	NA	OPS	05	
PASS SELLERS RECORDS MOVED FROM OLD PLANNING/MARKETING ENTRY	01	02	PLAN & MKT OPS MOVED 03/05	03	To be stored on CD or zip disk
TELEPHONE AND RADIO RECORDINGS	01	01	OPS	02	NEW 03/05
VEHICLE ACCIDENT/INCIDENT REPORTS	01 MO	10	OPS	10	
VIDEO SECURITY RECORDINGS	30 DAYS	0	OPS	30 DAYS	NEW 03/05
PLANNING & MARKETING RECORDS:			MOVE ALL ENTRIES TO ADMIN. AND OPERATIONS DEPT.		DELETE ENTIRE SECTION 03/05

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Santa Cruz Metropolitan Transit District Records Retention Schedule

<u>CODES:</u>	<u>DEFINITIONS:</u>
ACT =	WHILE ACTIVE (INCLUDES "VEHICLE LIFE")
ADM =	ADMINISTRATION DEPARTMENT
DEPT =	DEPARTMENT
FAC =	FACILITIES MAINTENANCE DEPARTMENT
FINANCE =	FINANCE DEPARTMENT
FLEET =	FLEET MAINTENANCE DEPARTMENT
GR =	IF GRANT-FUNDED (KEEP FOR 3 YEARS AFTER CLOSE OF GRANT)
HR =	HUMAN RESOURCES DEPARTMENT
IND =	INDEFINITE
LEGAL =	LEGAL DEPARTMENT
LOS =	LIFE OF SYSTEM
LOV =	LIFE OF VEHICLE
MIS IT =	MANAGEMENT INFORMATION SYSTEMS DEPARTMENT INFORMATION TECHNOLOGY
MO =	MONTH
NA =	NOT APPLICABLE
OPS =	OPERATIONS DEPARTMENT
PA =	POTENTIALLY ARCHIVAL
PLAN & MKT =	PLANNING AND MARKETING DEPARTMENT
PURCH =	PURCHASING
UC =	UPON COMPLETION
V =	VITAL RECORD
WC =	WHEN CREATED
WU =	WHEN USEFUL
YRS =	YEARS

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF REVISING THE MANAGEMENT STRUCTURE TO COMBINE THE FLEET MAINTENANCE MANAGER POSITION AND THE FACILITIES MAINTENANCE MANAGER POSITION INTO A SINGLE MANAGER OF MAINTENANCE POSITION AND ESTABLISHING THE SALARY LEVEL COMMENSURATE WITH THE MANAGER OF OPERATIONS POSITION.

I. RECOMMENDED ACTION

That the Board of Directors approve combining the Fleet Maintenance Manager position and the Facilities Maintenance Manager position into a single Manager of Maintenance position and establish the salary level to be commensurate with the Manager of Operations position.

II. SUMMARY OF ISSUES

- Metro currently has the positions of Fleet Maintenance Manager and Facilities Maintenance Manager.
- Tom Stickel serves as the Fleet Maintenance Manager for METRO and David Konno serves as the Facilities Maintenance Manager.
- On March 10, 2005 David Konno will retire as the METRO Facilities Maintenance Manager.
- The majority of transit systems that are similar in size to METRO use a single Manager of Maintenance position to oversee both the Fleet and Facilities functions.
- In light of the retirement of David Konno, a review of the duties of both the Fleet Maintenance Manager and Facilities Maintenance Manager positions was conducted and a determination made that the positions could be combined into a single Manager of Maintenance position.
- The additional duties that would be assigned to the Manager of Maintenance place the position on the same level as the Manager of Operations position.
- The Facilities Maintenance Supervisor position would also be assigned additional responsibilities and, with the concurrence of the Service Employees International Union Local 415 (SEIU 415), should be reclassified to the same level as the Fleet Supervisor position.

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- It is recommended that, if approved, the changes in organization, responsibilities, and pay rates be implemented March 25, 2005.

III. DISCUSSION

For many years METRO has operated with the Fleet Maintenance and Facilities Maintenance Departments operating separately. This structure is uncommon in transit systems the size of METRO. The majority of transit systems that are the size of METRO operate with a consolidated Maintenance Department that contains both the fleet and facilities divisions. The separation of the fleet and facilities maintenance functions was, in part, due to the physical location of the two functions. As METRO is moving to a clustered set of facilities the separation of the two maintenance functions is no longer necessary.

The retirement of METRO Facilities Maintenance Manager David Konno has provided an opportunity to evaluate the impacts of consolidating the two Departments into one Maintenance Department. The closer geographical location will allow for efficiencies in consolidated inventories, support equipment and vehicle sharing, and the elimination of duplications in other key areas.

The consolidation of the Fleet Maintenance and Facilities Maintenance Departments will add duties and responsibilities to the position of Fleet Maintenance Manager, which will become the Maintenance Manager, and the position of Facilities Maintenance Supervisor. The revised position description for the Manager of Maintenance is attached to this Staff Report. The proposed Manager of Maintenance position would be classified at the same level as the Manager of Operations. The Facilities Maintenance Supervisor position, should SEIU 415 agree, would be the same as the Fleet Maintenance Supervisors and the position would be moved from the Salaried Employees Chapter (SEA) to the Professional Supervisors Association Chapter (PSA).

As the proposed restructuring would provide more coordinated operations at a lower overall cost, it is recommended that the Board of Directors approve the consolidation of the Fleet Maintenance Manager position and the Facilities Maintenance Manager position into a new Manager of Maintenance position at METRO and approve the reclassification and reassignment of the Facilities Maintenance Supervisor position to be the equivalent of the Fleet Maintenance Supervisors. It is further recommended that, if approved, the changes become effective March 25, 2005.

IV. FINANCIAL CONSIDERATIONS

The financial impact of the proposed Staff changes, on the proposed FY 05-06 Operating Budget would be a net savings of \$84,356.

V. ATTACHMENTS

Attachment A: Manager of Maintenance Position Description

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MANAGER OF MAINTENANCE

Attachment A

DEFINITION

Under general direction, plans, organizes and directs the programs and activities of the maintenance departments. This would include: installation, construction, repair and cleaning functions for all METRO facilities, including bus stops, and the repair, maintenance and servicing of the METRO's vehicles and other operating equipment. Performs other related duties as assigned.

EXAMPLES OF DUTIES

Plans, organizes and directs the maintenance and repair of METRO owned vehicles, bus stops and METRO facilities.

Plans, organizes and directs the work of mechanics and other METRO employees involved in purchasing, vehicle and facility maintenance.

Selects, supervises and evaluates METRO employees.

Coordinates development and implementation of training programs for supervisors and employees.

Monitors and evaluates the departments performance against OSHA standards and METRO's safety program.

Prepares and monitors department budgets.

Develops specifications, reviews and approves requisitions for equipment, parts, materials and supplies.

Implements and supervises contracts with vendors for METRO Facility and Fleet Maintenance departments.

Reviews overall performance of the departments and recommends long-term improvements.

Reviews building developments for transit improvements during the environmental review process to ensure compliance with model ordinance.

Supervises maintenance of METRO inventory system, key and lock system and receiving systems.

Prepares and presents written reports for staff, Board of Directors and public presentations.

Plans and implements short and long range projects dealing with fleet and facility acquisitions, rejuvenation, and maintenance.

Participates in the negotiation of labor contracts and interprets the provisions of

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labor contracts.

Conducts grievance hearings and resolves grievances.

Represents the District at various meetings.

Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Methods, equipment and tools used in vehicle maintenance operations.
- Construction and operations of buses and motor vehicle equipment.
- Approved shop safety methods and laws.
- Personnel and financial management.
- Administration of labor contracts.
- Warehouse procedures including the analysis of receipt, storage, issuance and inventory control methods.
- Building construction, electrical, and/or mechanical trades and related tools and equipment.
- Standard job sequences used in building construction.
- Janitorial services operations.

Ability to:

- Manage maintenance operations including training.
- Identify methodologies for repair and preventive maintenance.
- Instruct personnel in work methods and departmental procedures and policies.
- Read blue prints.
- Direct the activities of the departments.
- Establish and maintain effective working relationships within the departments and with other divisions, departments, agencies, suppliers, vendors and the public.
- Communicate effectively orally and in writing.
- Motivate and supervise personnel.
- Develop and monitor department budgets
- Utilize standard office equipment and software.

Training and Experience

BA or BS degree in engineering, business administration or a related field.

Five years of progressively responsible experience in public transportation vehicle maintenance or heavy vehicle maintenance, including at least three years of responsible supervisory and management experience.

Experience which demonstrates substantial knowledge and abilities pertinent to specific job functions may be substituted for the education requirements

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Special Requirements

Possession of or ability to obtain a valid Class 2 California driver's license, with a passenger (P) endorsement.

Availability to respond to emergencies twenty-four hours per day, seven days per week.