

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
DECEMBER 18, 2009 (Fourth Friday of Each Month)

**\*SANTA CRUZ CITY COUNCIL CHAMBERS\***

**\*809 CENTER STREET\***

**SANTA CRUZ, CALIFORNIA**

**9:00 a.m. – 12:00 noon**

**THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://WWW.SCMTD.COM) OR  
AT METRO'S ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET,  
SANTA CRUZ, CA**

**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 TO THE BOARD OF DIRECTORS
  - a. Sandra Lipperd, UTU, Local 23                      Re: ParaCruz Salary Tables
  - b. Amy Weiss, Spanish Interpreter                      Re: Holiday Card
  - c. Don Lane, SC City Councilmember                      Re: Project Homeless Bus Passes
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

## **CONSENT AGENDA**

- 5-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF OCTOBER 2009
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2009
- 5-3. CONSIDERATION OF TORT CLAIMS: NONE
- 5-4. ACCEPT AND FILE MAC AGENDA FOR DECEMBER 16, 2009 AND MINUTES OF OCTOBER 21, 2009
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2009
- 5-6. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR OCTOBER 2009
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2009

- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR OCTOBER 2009
- 5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-10. APPROVE REGULAR BOARD MEETING MINUTES OF NOVEMBER 20, 2009
- 5-11. CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SC FUELS FOR PURCHASE AND DELIVERY OF CARB ULTRA-LOW SULFUR DIESEL FUEL FOR AN AMOUNT NOT TO EXCEED \$1,500,000
- 5-13. CONSIDERATION OF AMENDING THE PURCHASE ORDER WITH DEVCO OIL, INC. FOR GASOLINE FUEL IN AN AMOUNT NOT TO EXCEED \$47,000
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH RNL DESIGN, INC. IN THE AMOUNT OF \$21,734.10 FOR ENGINEERING SERVICES REQUESTED BY WEST BAY BUILDERS AND A DEDUCTIVE CHANGE ORDER TO WEST BAY BUILDERS' CONTRACT IN THE AMOUNT OF \$21,734.10 FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT
- 5-15. NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION REGARDING SETTLEMENT WITH JOSEPH BLAIR, CLAIM #09-0005
- 5-16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR CONTINUING TO AUDIT THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE BART CAVALLARO TRANSIT CENTER

#### **REGULAR AGENDA**

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Bustichi
7. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF PAULA R. FLAGG AS ADMINISTRATIVE ASSISTANT FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented by: Chair Bustichi
8. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF RUTH JONES AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented by: Chair Bustichi

9. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF RICHARD E. PRUDDEN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented by: Chair Bustichi
10. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR STATE FUNDING IN THE CALIFORNIA ENERGY COMMISSION'S ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE PROGRAM'S ALTERNATIVE AND RENEWABLE FUEL INFRASTRUCTURE GRANTS PROGRAM  
Presented By: Angela Aitken, Finance Manager & Acting Assistant General Manager
11. CONSIDERATION OF ACCEPTING DONATION OF PROPERTY LOCATED ON HIGHWAY 9 IN BOULDER CREEK BY PROPERTY OWNER JOSE ORTEGA  
Presented By: Leslie R. White, General Manager
12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE-YEAR LEASE WITH EXTENSIONS FOR KIOSK #5 AT THE WATSONVILLE TRANSIT CENTER WITH JOSE VILLA DBA LA MANCHA TO OPERATE A SANDWICH AND SMOOTHIE SHOP  
Presented By: Margaret Gallagher, District Counsel
13. CONSIDERATION OF APPROVING THE TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE  
Presented By: Margaret Gallagher, District Counsel
14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH DOC AUTO LLC AND SPECIALIZED AUTO AND FLEET SERVICES, INC FOR MAINTENANCE SERVICES FOR PARACRUZ VEHICLES FOR A TOTAL AMOUNT NOT TO EXCEED \$87,000  
Presented By: Ciro Aguirre, Operations Manager  
April Warnock, Paratransit Superintendent
15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ALWAYS UNDER PRESSURE FOR PURCHASE AND INSTALLATION OF THREE INDUSTRIAL GRADE, FRONT-LOAD, AUTOMATIC, AQUEOUS PARTS WASHERS FOR AN AMOUNT NOT TO EXCEED \$49,001.10  
Presented By: Robert Cotter, Maintenance Manager
16. CONSIDERATION OF APPROVAL OF 2010 FEDERAL LEGISLATIVE ADVOCACY PROGRAM  
Presented By: Leslie R. White, General Manager
17. CONSIDERATION OF APPROVAL OF 2010 STATE LEGISLATIVE ADVOCACY PROGRAM  
Presented By: Leslie R. White, General Manager

18. CONSIDERATION OF REQUEST FOR FUNDING AND ADVERTISING SPACE FROM THE COMPLETE COUNT COMMITTEE  
Presented By: Leslie R. White, General Manager
19. CONSIDERATION OF REAPPOINTING NAOMI GUNTHER AND DENNIS PAPADOPULO TO THE METRO ADVISORY COMMITTEE (MAC) FOR TERMS OF OFFICE ENDING DECEMBER 31, 2011  
Presented By: Leslie R. White, General Manager
20. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
21. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Pursuant to Government Code Section 54956.8)
  - a. Property: 425 Front Street, Santa Cruz, CA  
Negotiating parties: Leslie R. White for SCMTD  
Suzanne Varco for Greyhound/Transportation Realty  
Income Partners L.P., Owner of 425 Front Street  
Under Negotiation: Price and Terms of Payment

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

22. REPORT OF CLOSED SESSION

## **ADJOURN**

### **NOTICE TO PUBLIC**

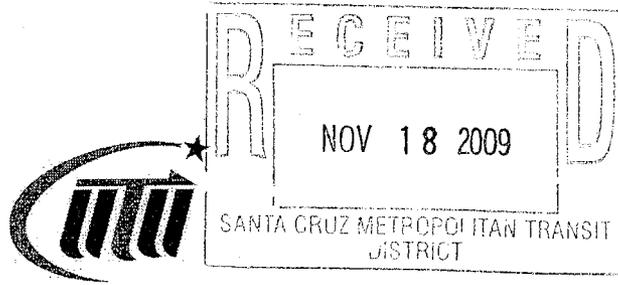
Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be 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 City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact

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. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.



***united transportation union***

November 17, 2009

Robyn Slater  
Manager of Human Resources  
370 Encinal Street  
Santa Cruz, CA 95060

RE: Para-Cruz Wages

Dear Robyn,

The Previous Para-Cruz Salary tables for the Labor Agreement 2009-2012 given to the United Transportation Union Local 23 were incorrect. UTU has received the new revised Wage tables and the new Labor Contract awaiting printing for examination. The Union has reviewed the Wage tables and we believe the information provided is correct and accurate. The check of the Labor Agreement appears to also be correct and acceptable. It is assumed, should an error be found with either document, after the fact; the actual negotiated rates and language will be amended to reflect the accepted agreement between the two parties.

Your hard work and cooperation is greatly appreciated in regards to this matter.

Sincerely,

Sandra Lipperd  
UTU Vice-Chair, Secretary

cc LesWhite, SCMTD Board of Directors

2-a.1

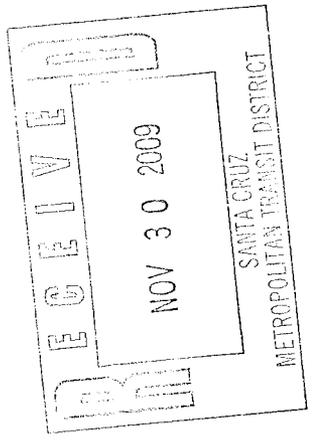
Dear S.C.M.T.D. Board  
Members, & Personnel,

# Happy Thanksgiving

Wishing you all a happy  
and healthy holiday.

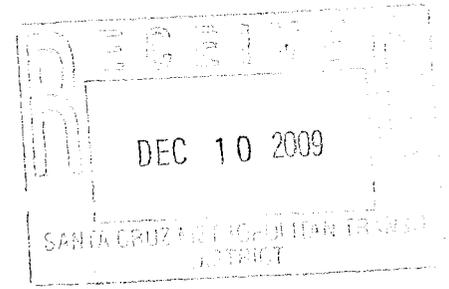
With gratitude,

Amy Jensen



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11.27.09



December 2, 2009

To: SCMTD Board of Directors  
From: Don Lane, Santa Cruz City Councilmember

As you know, the U.S. Census Bureau will be conducting the constitutionally-mandated decennial census in March and April of 2010.

A complete census count is essential to maximizing federal resources that flow to our state and our local communities based on population. I have been actively participating in the Santa Cruz County Complete Count Committee for the 2010 U.S. Census. The Complete Count Committee has representatives from several government agencies in the Santa Cruz area and many local community organizations.

One of the primary activities of the Complete Count Committee is to do special outreach to "hard-to-count" populations in our area. Therefore the Committee has formed two subcommittees: one to focus on outreach to the immigrant population and one to focus on outreach to the homeless population.

The Subcommittee on Homeless Outreach (which I chair) consists of individuals with significant experience working with the local homeless population. The Subcommittee has been working with local homeless services providers and the U.S. Census staff to identify the best methods for reaching homeless individuals in the Census enumeration process and achieving the highest response rate possible.

The subcommittee is working on a variety of homeless outreach activities both to assist Census workers in finding homeless individuals around our community and in attracting local homeless individuals to key public locations to facilitate their being counted. **The centerpiece of our effort will be to create a homeless resource event called Project Homeless Connect (PHC). PHCs have been held in dozens of cities throughout the nation and they are promoted by the federal government's Interagency Council on Homelessness as a good model for comprehensive service delivery in a single day event.** A summary of the program from the Interagency Council is attached.

The reason the local Census team is particularly interested in presenting a Project Homeless Connect event is the realization that it will be much easier to count our homeless neighbors if they are gathered in a public location. This is much less difficult than trying to find individuals living in cars, parks, and open space lands and other locations scattered throughout the

2-C.1

community. By creating a successful PHC, several hundred individuals will visit the PHC site during the course of a single day and they will all be counted by the U.S. Census.

Based on other communities' experiences, three key elements to choosing a successful Project Homeless connect site are: 1) accessibility to the site by foot and public transit; 2) having the facility be large enough to comfortably accommodate the variety of service connections and activities; 3) having a facility that is respected in the community so that it conveys a sense of importance for the event both for the homeless participants and the greater community. Based on these criteria, it is clear that the Santa Cruz Civic Auditorium is the ideal location for the Project Homeless Connect event. The Santa Cruz City Council will consider approving the City's co-sponsorship of the March 30, 2010 event at its next meeting.

The Complete Count Committee has a limited amount of funding for its work and therefore the Homeless Outreach Subcommittee must identify its own resources for the PHC event. We have secured the services of a virtually full-time event coordinator from the United Way and the Americorps VISTA program. We have secured commitments from more than a dozen local service providers to participate at the event. There is a volunteer recruitment team in place at the Homeless Services Center to ensure adequate staffing at the event. The Project Homeless Connect effort has submitted a modest funding request to the Community Foundation of Santa Cruz County for Census Outreach efforts that will dramatically increase attendance at the PHC event.

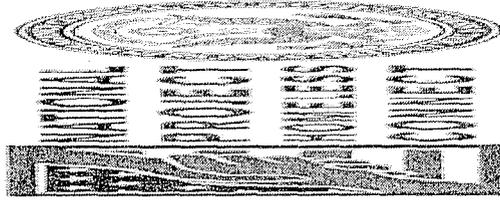
A key element of the high attendance we intend to achieve is for PHC to provide free mode of transportation to the Civic Auditorium. With the funding that we anticipate receiving from the Community Foundation, our Subcommittee would like to create a customized one-day bus pass program with SCMTD.

We request that the SCMTD Board ask SCMTD staff to work with Project Homeless Connect on creating the bus pass program. We want to emphasize that we are not asking SCMTD to subsidize this program—our plan is to reimburse SCMTD for the bus passes created and used in this effort if we are successful in creating the program.

Thank you very much for your consideration.

Attachments: *Project Homeless Connect* information

2-c.2



## Project Homeless Connect in the News

www.usich.gov

*"No sooner has southeastern Connecticut's 10-year plan to fight homelessness been unveiled, a project took place that showed how well it can work...Project Homeless Connecticut did what the 10-year plan has set out to do, bringing government agencies, businesses and volunteers together to provide help. The plan was initiated under the auspices of the U.S. Interagency Council on Homelessness."*—The Day, CT—12/11/2006

*"Project Homeless Connect, a national initiative to help the homeless at one-stop events, for the first time brought together more than 35 local nonprofits, businesses, government agencies and churches that offer services..."*—Missoula Independent—12/14/2006

*"An array of social services was made available...but the underlying idea was to get as many as possible on a track to self-sufficiency and, ultimately, into a home."*—Knoxville News Sentinel—12/9/2005

*"After registering with volunteers, participants were directed to stations that focused on social-services benefits, shelter and long-term housing, employment and legal aid."*—San Jose Mercury News—12/7/2006

*"Called National Project Homeless Connect...volunteers from all walks of life reached out to people experiencing homelessness and offered them a variety of services such as healthcare, legal aid, housing assistance, job opportunities, benefits enrollment, and more...Project Homeless Connect is growing in popularity as an approach that can not only make a difference in the lives of homeless people but also engage the community."*—PRNewswire—12/7/2005

*"For months, a Billings homeless man has been telling Lynda Woods, 'You need to listen to us.' As Woods worked to help organize the Project Homeless Connect event...she kept that man's words in mind...The daylong event was meant to bring services together in one place for homeless people to gather information and help on housing, health care, legal issues and other basic needs. It was organized by the Mayor's Committee on Homelessness."*—Billings Gazette—4/1/2007

*"Project Homeless Connect's operations are a lot like those of a business, which may be one reason local companies are finding it natural to get involved. Everyone, from the staff of the mayor's office to the volunteers to the community relations coordinators at the participating businesses, refer to the people PHC helps as 'clients.' And PHC has needs that businesses understand such as supply procurement and donation delivery. It also requires tracking clients and the services they've received and motivating large numbers of 'employees.'"*—San Francisco Business Times—7/21/2006

*"Project Homeless Connect began small in San Francisco, and went national...more than 6,000 homeless people in 21 cities from Nashua, N.H., to Hollywood has been fed, massaged and helped into welfare services or housing."*—San Francisco Chronicle—12/9/2005

2-C.3

## Project Homeless Connect turns 5 in S.F.

Heather Knight, Chronicle Staff Writer

Thursday, October 29, 2009



It started in October 2004 with Mayor Gavin Newsom and other city workers walking the streets of the Tenderloin and asking homeless people what they needed.

Their goal was to convince those living on the streets to walk into the lobbies of a handful of nearby residential hotels where social workers were waiting to help them sign up for welfare checks, detox programs or housing.

Five years later, the beginnings of Project Homeless Connect look almost quaint. The undertaking - now replicated in 221 cities around the country and in Australia and Canada - is now held every other month in Bill Graham Civic Auditorium with hundreds of volunteers providing an array of services to thousands of homeless people.

On Wednesday morning, the project's fifth anniversary, homeless people waited in a line that snaked down Grove Street for their chance to sign up for housing, medical and legal services as well as have their wheelchairs fixed, their hair cut, their shoulders massaged, their HIV status tested and their eyes examined.

They could sit for a portrait session with a photographer, use construction paper and markers to craft a card to send to relatives, get their California identification card and talk to counselors.

"Open up! Open up! Open up!" many eager people in line chanted at one point. Alonzo Saunders, 58, said he'd gotten a pair of shoes at a recent event. But this time, he wanted help with something bigger: housing.

"It's the best project for the city to do," said Saunders, whose been homeless for four years. "A lot of people don't have housing, they're trying to get medical care, they're trying to get food - all of that."

Upstairs on a balcony overlooking the auditorium, several city officials held a rally to thank hundreds of volunteers who'd offered to help and to direct them where to go and what to do.

"When we first started five years ago, a lot of people thought we wouldn't do it twice," said Alex Tourk, who helped create the program when he worked as the mayor's deputy chief of staff. "People thought it was a big P.R. stunt. ... I think actions have spoken louder than words."

Newsom also addressed the crowd of volunteers before the day began, though he was 40 minutes late due, he said, to meetings about the Bay Bridge closure.

He said that most people turn the other way as they pass the homeless, but that the Project Homeless Connect volunteers have shown the importance of face-to-face connections.

"Thank you for giving people that sense of dignity," he said.

Newsom was so rushed, he forgot to announce the milestone his press aides had said was coming: that his administration has moved 10,000 people off the streets of San Francisco since 2004. While many of his homeless programs - including Care Not Cash, which slashes people's welfare checks in exchange for housing - have been controversial, Project Homeless Connect has been fairly widely praised.

Lauren Freitas may be one of its biggest fans. She moved into city housing two weeks ago after being homeless for three years and struggling with a methamphetamines addiction. She accessed services at Project Homeless Connect a few times, including getting HIV testing, antibiotics and information about how to recover from domestic violence. She said she was most grateful for the veterinary services for her dog, Oliver.

2-C.4

"That was a godsend," said Freitas, who now plans to volunteer herself.

Henry Belton, 63, has made a similar turnaround. He was homeless for 14 years and addicted to crack and alcohol when he first walked through the doors of the auditorium seeking help. Now, he has an apartment and has been clean and sober for four years - and he's become a Project Homeless Connect volunteer.

"I've been able to get myself together and keep myself together thanks to this program," he said. "I haven't looked back since."

Project Homeless Connect

5 years

20,000 volunteers

29,000 homeless people through the doors

5,354 have received medical care

3,476 have received legal help

7,067 pairs of eyeglasses given out

2,976 have received housing

250 corporations have participated

300 nonprofits have participated

(Source: Judith Klain, director of Project Homeless Connect )

2-C.5

## United States Interagency Council on Homelessness National Project Homeless

**Connect** Total Connect communities to date: 221

Total Connect events to date: 477

Aitkin Cty, MN  
Aitkin/Aitkin Cty, MN  
Akron, OH  
Albany, OH  
Alcona Cty, MI  
Allegan Cty, MI  
Alpena Cty, MI  
Anchorage, AK  
Asbury Park/Monmouth Cty, NJ  
Ashville/Buncombe Cty, NC  
Atlanta, GA  
Atlantic City/Atlantic Cty, NJ  
Barry, MI  
Bay County, MI  
Bellingham/Whatcom Cty, WA  
Bend, OR  
Benton Harbor, MI  
Berkeley, CA  
Berrien Cty, MI  
Billings, MT  
Birmingham, AL  
Bismarck, ND  
Bozeman, MT  
Branch Cty, MI  
Bremerton/Kitsap Cty, WA  
Bridgeport, CT  
Bridgeton/ Cumberland Cty, NJ  
Browns Mills/Burlington Cty, NJ  
Burlington Cty, NJ  
Calhoun Cty, MI  
Cambridge/Isanti Cty, MN  
Camden/Camden Cty, NJ  
Carson City, NV  
Cass Cty, MI  
Centralia/Lewis Cty, WA  
Chapel Hill/Orange Cty, NC  
Chattanooga, TN  
Chesapeake, VA  
Cheyenne, WY  
Chicago, IL  
Clare Cty, MI  
Clarksville, TN  
Colquet/Carlton Cty, MN  
Columbia, SC  
Concord, NH  
Contra Costa Cty, CA  
Couer d'Alene, ID  
Culver City Los Angeles, CA  
Dallas, TX  
Danbury, CT  
Denver, CO  
Detroit, MI  
Dickson/Iron Cty, MI  
Dothan, AL  
Downtown Los Angeles, CA  
Duluth, MN

Durham, NC  
East Los Angeles, CA  
Elizabeth/Union Cty, NJ  
Englewood, NJ  
Eugene/Lane Cty, OR  
Evansville/Vanderburgh Cty, IL  
Fargo, ND  
Faribault/Rice Cty, MN  
Fayetteville, NC  
Flagstaff, AZ  
Flemington/Hunterdon Cty, NJ  
Freehold/Monmouth Cty, NJ  
Ft. Worth, TX  
Garfield, NJ  
Gastonia, NC  
Glendale, CA  
Grand Rapids, MI  
Gratiot Cty, MI  
Great Falls, MT  
Hackensack/Bergen Cty, NJ  
Hanford, CA  
Hartford, CT  
Helena, MT  
Hinckley/Pine Cty, MN  
Hollywood/Los Angeles, CA  
Humboldt Cty, CA  
Huntington, WV  
Huron Cty, MI  
Indianapolis, IN  
Isabella Cty, MI  
Jackson, MS  
Jamesburg, NJ  
Jersey City/Hudson Cty, NJ  
Joplin, MO  
Kalamazoo Cty, MI  
Keansburg, NJ  
Kent Cty, MI  
King Cty, WA  
Knoxville, TN  
Lakewood/Ocean Cty, NJ  
Lambertville/Hunterdon Cty, NJ  
Lanawee Cty, MI  
Lansing, MI  
Lapeer Cty, MI  
Las Vegas, NV  
Libby, MT  
Livingston, MI  
Long Beach, CA  
Long Branch/Monmouth Cty, NJ  
Louisville, KY  
Madison Cty, IL  
Manahawkin, NJ  
Manchester, NH  
Maricopa Cty, AZ  
Marin Cty, CA  
Mercer Cty, MI

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Miami, FL  
Milaca/Mille Lacs Cty, MN  
Millville/Cumberland Cty, NJ  
Minneapolis, MN  
Missoula, MT  
Monroe Cty, MI  
Monterey Cty, CA  
Moorhead/Clay Cty, MN  
Mora/Kanabec Cty, MN  
Morristown, NJ  
Mt. Holly/Burlington Cty, NJ  
Muskegon Cty, MI  
Nashua, NH  
Nashville, TN  
New Britain, CT  
New Brunswick/Middlesex Cty, NJ  
New Haven, CT  
New London, CT  
New York, NY  
Newark/Essex Cty, NJ  
Newaygo, MI  
Newport/Lincoln Cty, OR  
Newton/Sussex Cty, NJ  
Norfolk, VA  
Norman, OK  
North Branch/Chisago Cty, MN  
Norwich, CT  
Oakland Cty, MI  
Oakland/Alameda Cty, CA  
Omaha, NE  
Omak/Okanogan Cty, WA  
Orlando, FL  
Ostego, MI  
Ottawa Cty, MI  
Pasadena, CA  
Passaic/Passaic Cty, NJ  
Paterson/Passaic Cty, NJ  
Paulsboro, NJ  
Penns Grove/Salem Cty, NJ  
Perth Amboy/Middlesex Cty, NJ  
Philadelphia, PA  
Phillipsburg/Warren Cty, NJ  
Phoenix, AZ  
Pinellas Cty, FL  
Piscataway, NJ  
Pittsburgh, PA  
Plainfield/Union Cty, NJ  
Pomona Los Angeles, CA  
Pompton Lakes, NJ  
Porterville, CA  
Portland, OR  
Portsmouth, VA  
Post Falls, ID  
Providence, RI  
Quincy, MA  
Raleigh/Wake Cty, NC  
Red Bank, NJ  
Reno, NV  
Richmond, VA  
Riverside Cty, CA  
Rochester/Olmsted Cty, MN  
Rock Hill/York Cty, SC

Sacramento, CA  
Salem/Salem Cty, NJ  
San Antonio, TX  
San Diego, CA  
San Francisco, CA  
San Jose, CA  
San Juan, PR  
San Mateo Cty, CA  
Seaside Heights/Ocean Cty, NJ  
Seattle, WA  
Shasta Cty, CA  
Shiawassee Cty, MI  
Sioux Fall, SD  
Somerville/Somerset Cty, NJ  
South Los Angeles, CA  
Spokane, WA  
Springfield, MA  
St Joseph Cty, MI  
St Paul, MN  
St. Clair Ct, MI  
St. Clair Cty, IL  
St. Croix, VI  
St. Louis, MO  
Sussex, NJ  
Tacoma/Pierce Cty, WA  
Tallahassee, FL  
Tempe, AZ  
Toms River, NJ  
Torrington, CT  
Trenton/Mercer Cty, NJ  
Tucson, AZ  
Tuscola Cty, MI  
Urbana/Champaign Cty, OH  
Van Buren Cty, MI  
Vancouver/Clark Cty, WA  
Vineland/Cumberland Cty, NJ  
Visalia, CA  
Waco, TX  
Warwick, RI  
Washington Cty, OR  
Waterbury, CT  
Wayne Cty, MI  
West Los Angeles, CA  
Westville, NJ  
Wildwood/Cape May Cty, NJ  
Williamstown, NJ  
Winston - Salem, NC  
Woodbury, NJ  
Yakima, WA  
And  
Brisbane, Australia  
Calgary, Alberta, Canada  
Perth, Australia  
Vancouver, BC, Canada

2-c.7



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 10/01/09 THRU 10/31/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33982	10/05/09	85.40	294	ANDY'S AUTO SUPPLY	0	29536	PARTS & SUPPLIES	85.40	
33983	10/05/09	1,279.54	001312	ANTHEM BLUE CROSS		29547	PERS CHOICE FAMILY	1,279.54	
33984	10/05/09	17,074.74	941	ASSURANT EMPLOYEE BENEFITS		29550	OCT LTD INS	17,074.74	
33985	10/05/09	976.29	001	AT&T		29468	07/25-8/24 138 GOLF	641.48	
						29497	IT LINE/ENCINAL	334.81	
33986	10/05/09	86.78	001A	AT&T		29484	AUG FAX/DUBOIS	49.12	
						29485	AUG PHONES/IT	37.66	
33987	10/05/09	358.24	001D	AT&T		29543	T1 LINE/GOLF	358.24	
33988	10/05/09	189.88	002689	B & B SMALL ENGINE		29507	REPAIRS/MAINTENANCE	113.57	
						29541	REPAIRS/MAINTENANCE	76.31	
33989	10/05/09	1,384.61	845A	BLUE SHIELD OF CALIFORNIA		29548	BASIC HMO FAMILY	1,384.61	
33990	10/05/09	613.20	001230	CAPITOL CLUTCH & BRAKE, INC.		29521	REV VEH PARTS	306.60	
						29522	REV VEH PARTS	306.60	
33991	10/05/09	317.56	002627	CDW GOVERNMENT, INC.		29566	OFFICE SUPPLY/IT	317.56	
33992	10/05/09	116.50	001113	CLARKE, SUSAN	7	29341	EXT BUS ANNOUN/AUDIT	116.50	
33993	10/05/09	16,756.82	001124	CLEAN ENERGY		29474	9/14 LNG/FLT	7,673.03	
						29519	9/18 LNG/FLT	9,083.79	
33994	10/05/09	300.00	002448	CLEAR VIEW, LLC	0	29511	WINDOW CLEANING/WTC	300.00	
33995	10/05/09	44.24	002063	COSTCO		29185	PHOTO PROCESS/OPS	11.38	
						29333	PHOTO PROCESS/OPS	12.28	
						29334	PHOTO PROCESS/OPS	4.91	
						29335	PHOTO PROCESS/OPS	5.05	
						29336	PHOTO PROCESS/OPS	2.87	
						29337	PHOTO PROCESS/OPS	7.75	
33996	10/05/09	14.41	418	COUNTY OF SANTA CRUZ		29473	AUG CNG / FLT	14.41	
33997	10/05/09	39,218.49	800	DELTA DENTAL PLAN		29516	OCT DENTAL INS	39,218.49	
33998	10/05/09	8,808.84	001799	DILLINGHAM TICKET CO.		29561	2010 BUS PASSES	4,443.91	
						29562	2010 BUS PASSES	4,364.93	
33999	10/05/09	6,779.65	085	DIXON & SON TIRE, INC.		29459	SEPT TIRES/FLT	15.00	
						29460	SEPT TIRES/FLT	699.51	
						29461	SEPT TIRES/FLT	1,349.54	
						29462	SEPT TIRES/FLT	896.19	
						29463	SEPT TIRES/FLT	934.51	
						29464	SEPT TIRES/FLT	862.09	
						29465	SEPT TIRES/FLT	1,386.00	
						29479	SEPT TIRES/FLT	636.81	
34000	10/05/09	7,840.75	001492	EVERGREEN OIL INC.		29494	HAZ WASTE DISP	3,043.25	
						29495	HAZ WASTE DISP	1,255.00	
						29496	HAZ WASTE DISP	3,542.50	
34001	10/05/09	286.67	002307	EWING IRRIGATION PRODUCTS		29510	REPAIRS/MAINTENANCE	286.67	
34002	10/05/09	1,732.50	432	EXPRESS EMPLOYMENT PROS		29498	TEMP/FAC W/E 9/13	742.50	
						29542	TEMP/FAC W/E 9/20	990.00	
34003	10/05/09	10.00	784	FRANCHISE TAX BOARD		29621	SCCIC-2008 CA EXEMPT	10.00	
34004	10/05/09	1,408.00	282	GRAINGER		29512	REPAIRS/MAINTENANCE	1,408.00	
34005	10/05/09	66,861.44	001035	HARRIS & ASSOCIATES		29448	PROF SVCS THRU 8/31	66,861.44	
34006	10/05/09	3,593.79	001745	HARTFORD LIFE AND ACCIDENT INS		29453	OCT LIFE/AD&D INS	3,593.79	
34007	10/05/09	123.38	166	HOSE SHOP, THE		29475	PARTS & SUPPLIES	123.38	
34008	10/05/09	4,375.00	001262	JABICO ENTERPRISES, LLC	7	29559	PROF/TECH/IT	4,375.00	
34009	10/05/09	768.00	878	KELLY SERVICES, INC.		29554	TEMP/OPS W/E 9/13	768.00	
34010	10/05/09	21.98	001936	MCI		29466	AUG PHONES	21.98	

5-1.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 10/01/09 THRU 10/31/09

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34011	10/05/09	1,957.64	001052	MID VALLEY SUPPLY		29467	CLEANING SUPPLIES	1,957.64	
34012	10/05/09	590.89	041	MISSION UNIFORM		29295	UNIF/LAUNDRY/FAC	50.44	
						29455	UNIF/LAUNDRY/FLT	51.27	
						29456	UNIF/LAUNDRY/FLT	69.85	
						29457	UNIF/LAUNDRY/FLT	137.15	
						29458	UNIF/LAUNDRY/FLT	26.91	
						29524	UNIF/LAUNDRY/FLT	69.85	
						29525	UNIF/LAUNDRY/FLT	48.27	
						29526	UNIF/LAUNDRY/FLT	137.15	
34014	10/05/09	36,180.84	001063	NEW FLYER INDUSTRIES LIMITED		29568	REV VEH PARTS	33.22	
						29569	REV VEH PARTS	65.23	
						29570	REV VEH PARTS	36.60	
						29571	REV VEH PARTS	196.70	
						29572	REV VEH PARTS	709.17	
						29573	REV VEH PARTS	11.38	
						29574	REV VEH PARTS	263.50	
						29575	REV VEH PARTS	114.42	
						29576	REV VEH PARTS	2,009.15	
						29577	REV VEH PARTS	7,483.99	
						29578	REV VEH PARTS	928.66	
						29579	REV VEH PARTS	774.30	
						29580	REV VEH PARTS	223.70	
						29581	REV VEH PARTS	17.70	
						29582	REV VEH PARTS	14.21	
						29583	REV VEH PARTS	185.96	
						29584	REV VEH PARTS	197.96	
						29585	REV VEH PARTS	89.94	
						29586	REV VEH PARTS	20.30	
						29587	REV VEH PARTS	20.30	
						29588	REV VEH PARTS	520.82	
						29589	REV VEH PARTS	43.80	
						29590	REV VEH PARTS	3,144.84	
						29592	REV VEH PARTS	13.47	
						29593	REV VEH PARTS	18.43	
						29594	REV VEH PARTS	291.43	
						29595	REV VEH PARTS	882.80	
						29596	REV VEH PARTS	2,780.93	
						29597	REV VEH PARTS	1,078.97	
						29598	REV VEH PARTS	6.72	
						29599	REV VEH PARTS	8.08	
						29600	REV VEH PARTS	691.80	
						29601	REV VEH PARTS	223.30	
						29602	REV VEH PARTS	809.46	
						29603	REV VEH PARTS	107.59	
						29604	REV VEH PARTS	488.60	
						29605	REV VEH PARTS	223.35	
						29606	REV VEH PARTS	15.08	
						29607	REV VEH PARTS	133.87	
						29608	REV VEH PARTS	16.03	
						29609	REV VEH PARTS	276.31	

5-1.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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						29610	REV VEH PARTS	46.74	
						29611	REV VEH PARTS	140.20	
						29617	REV VEH PARTS	21.51	
						29618	REV VEH PARTS	3,371.32	
						29619	REV VEH PARTS	7,429.00	
34015	10/05/09	1,570.28	001306	NILSON, VALERIE S.		29625	CONSULTING SVCS	1,570.28	
34016	10/05/09	306.96	004	NORTH BAY FORD LINC-MERCURY		29537	OUT RPR REV VEH	306.96	
34017	10/05/09	7,819.89	001176	NORTHSTAR, INC.		29622	OUT RPR EQUIP	6,687.10	
						29623	OUT RPR EQUIP	1,132.79	
34018	10/05/09	77.27	043	PALACE ART & OFFICE SUPPLY		29400	OFFICE SUPPLY/HR	53.45	
						29624	OFFICE SUPPLY/MTC	23.82	
34019	10/05/09	1,080.00	002823	PAT PIRAS CONSULTING	7	29620	PROF/TECH SVCS	1,080.00	
34020	10/05/09	10.00	E152	PENA, LEONARDO		29378	DMV FEES	10.00	
34021	10/05/09	762.50	481	PIED PIPER EXTERMINATORS, INC.		29499	SEPT PEST CONTROL	183.00	
						29500	SEPT PEST CONTROL	48.50	
						29501	SEPT PEST CONTROL	241.00	
						29502	SEPT PEST CONTROL	48.50	
						29503	SEPT PEST CONTROL	53.00	
						29504	SEPT PEST CONTROL	70.00	
						29505	AUG PEST CONTROL	48.50	
						29506	AUG PEST CONTROL	70.00	
34022	10/05/09	28.74	107A	PROBUILD		29347	PARTS & SUPPLIES	27.57	
						29527	PARTS & SUPPLIES	1.17	
34023	10/05/09	109.20	087	RECOGNITION SERVICES		29436	EMP INCENTIVE	109.20	
34024	10/05/09	3,577.50	001098	ROBERT HALF MANAGMENT RESOURCE		29437	TEMP/ADMIN W/E 9/11	121.50	
						29452	TEMP/ADM W/E 09/18	144.00	
						29626	TEMP/PT W/E 9/4	720.00	
						29627	TEMP/PT W/E 8/28	720.00	
						29628	TEMP/PT W/E 8/21	720.00	
						29629	TEMP/PT W/E 8/14	720.00	
						29630	TEMP/PT W/E 8/7	432.00	
34025	10/05/09	34,676.71	966	S.C. FUELS	0	29476	8/13 DIESEL/FLT	17,527.01	
						29477	09/16 DIESEL/FLT	17,149.70	
34026	10/05/09	62.98	135	SANTA CRUZ AUTO PARTS, INC.		29346	REV VEH PARTS	5.23	
						29348	OTHER MOBILE SUPPLY	27.13	
						29531	PARTS & SUPPLIES	30.62	
34027	10/05/09	9,452.26	079	SANTA CRUZ MUNICIPAL UTILITIES		29447	8/14-9/14 1217 RIVER	120.09	
						29469	8/14-9/14 120 GOLF	48.34	
						29480	8/14-9/14 1200 RIVER	860.26	
						29481	8/14-9/14 111 DUBOIS	122.14	
						29482	8/14-9/14 120 GOLF	1,132.51	
						29486	8/14-9/14 VERNON	132.75	
						29487	8/18-9/15 PACIFIC	2,382.05	
						29488	8/18-9/15 PACIFIC	92.32	
						29489	8/14-9/14 CEDAR	967.34	
						29490	8/14-9/14 ENCINAL	176.34	
						29491	8/14-9/14 111 DUBOIS	408.94	
						29492	8/14-9/14 1200 RIVER	2,951.01	
						29493	8/14-9/14 VERNON	58.17	
34028	10/05/09	7,152.66	681	SCOTTS BODY SHOP	7	29449	OUT RPR OTH VEH	2,810.86	

5-1.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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						29450	OUT RPR OTH VEH	548.29	
						29451	OUT RPR OTH VEH	3,793.51	
34029	10/05/09	150.00	989	STUCKER, NANCY K.	7	29433	BILINGUAL TESTING	150.00	
34030	10/05/09	811.66	001299	TELEPHONICS		29560	OUT RPR EQUIP	811.66	
34031	10/05/09	1,467.23	001800	THERMO KING OF SALINAS, INC		29478	REV VEH PARTS	1,467.23	
34032	10/05/09	308.61	083	THYSSENKRUPP ELEVATOR		29444	OUT RPR EQUIP	308.61	
34033	10/05/09	101.46	007	UNITED PARCEL SERVICE		29471	FRT OUT/FLT	40.74	
						29472	FRT OUT/FLT	27.80	
						29539	FRT OUT/FLT	32.92	
34034	10/05/09	10.96	946	UNITED SITE SERVICES		29557	9/16-10/13 FENCE	10.96	
34035	10/05/09	1,630.84	221	VEHICLE MAINTENANCE PROGRAM		29520	REV VEH PARTS	1,320.64	
						29540	REV VEH PARTS	310.20	
34036	10/05/09	54.53	434B	VERIZON CALIFORNIA		29544	MT. BIEWLASKI	54.53	
34037	10/05/09	90.02	434	VERIZON WIRELESS	0	29483	PC CARDS/ADMIN	90.02	
34038	10/05/09	11,412.50	001043	VISION SERVICE PLAN		29454	OCT VISION INS	11,412.50	
34039	10/05/09	553.29	186	WILSON, GEORGE H., INC.		29508	HVAC/PACIFIC	165.00	
						29509	HVAC/ENCINAL	220.00	
						29546	HVAC/MTC	168.29	
34040	10/05/09	57.93	147	ZEE MEDICAL SERVICE CO.		29514	SAFETY SUPPLIES	57.93	
34041	10/12/09	45.00	001088	ADVANCED MECHANICAL SERVICES	7	29642	9/22 SVC/SVTC	45.00	
34042	10/12/09	199.73	002861	AMERICAN MESSAGING SVCS, LLC		29645	OCT PAGERS	199.73	
34043	10/12/09	250.71	294	ANDY'S AUTO SUPPLY	0	29534	REV VEH PARTS	107.89	
						29535	REV VEH PARTS	142.82	
34044	10/12/09	184.16	001	AT&T		29719	1200 RIVER/LINES	184.16	
34045	10/12/09	137.89	876	ATCHISON, BARISONE, CONDOTTI &	7	29707	LEGAL SVC/425 FRONT	137.89	
34046	10/12/09	24,878.28	001276	BANK OF MARIN		29659	JULY RETAINAGE/MB	24,878.28	
34047	10/12/09	476.59	002189	BUS & EQUIPMENT		29676	REV VEH PARTS	476.59	
34048	10/12/09	402.88	E312	CHENG, FRANK		29698	TREE REMOVAL	35.00	
						29699	MAR-MAY BROADBAND	183.94	
						29700	JUN-AUG BROADBAND	183.94	
34049	10/12/09	850.00	001346	CITY OF SANTA CRUZ		29691	PARK DEF FEES	212.50	
						29692	PARK DEF FEES	637.50	
34050	10/12/09	50.30	667	CITY OF SCOTTS VALLEY		29689	7/15-9/15 SVTC	50.30	
34051	10/12/09	125.00	001113	CLARKE, SUSAN	7	29556	EXT BUS ANNOUN/AUDIT	125.00	
34052	10/12/09	9,233.03	001124	CLEAN ENERGY		29538	9/20 LNG/FLT	9,233.03	
34053	10/12/09	94.94	075	COAST PAPER & SUPPLY INC.		29545	CLEANING SUPPLIES	94.94	
34054	10/12/09	99.79	002063	COSTCO		29387	OFFICE SUPPLY/OPS	99.79	
34055	10/12/09	3,639.35	480	DIESEL MARINE ELECTRIC, INC.		29727	REV VEH PARTS	2,199.42	
						29728	REV VEH PARTS	1,439.93	
34056	10/12/09	5,451.54	085	DIXON & SON TIRE, INC.		29733	SEPT TIRES/FLT	2,079.01	
						29734	SEPT TIRES/FLT	175.97	
						29735	SEPT TIRES/FLT	2,772.01	
						29736	SEPT TIRES/FLT	424.55	
34057	10/12/09	274,245.96	001284	DMC CONSTRUCTION INC.		29660	CONST SVC MB TO 8/31	274,245.96	
34058	10/12/09	135.00	002388	DOGHERRA'S	7	29673	OUT RPR REV VEH	72.00	
						29678	OUT RPR REV VEH	63.00	
34059	10/12/09	10.00	E112	ESTRADA, FRANCISCO		29651	DMV FEE	10.00	
34060	10/12/09	462.66	001492	EVERGREEN OIL INC.		29640	HAZ WASTE DISP	82.50	
						29641	HAZ WASTE DISP	380.16	
34061	10/12/09	75.00	002295	FIRST ALARM		29675	PROF/TECH/PT	75.00	

5-1.4

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
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DATE: 10/01/09 THRU 10/31/09

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34062	10/12/09	30,471.77	001295	FIRST NATIONAL BANK		29661	AUG RETAINAGE/MB	30,471.77	
34063	10/12/09	156.72	647	GFI GENFARE		29730	REV VEH PARTS	156.72	
34064	10/12/09	2,567.20	282	GRAINGER		29639	REPAIRS/MAINTENANCE	2,279.79	
						29729	PARTS & SUPPLIES/FLT	287.41	
34065	10/12/09	48.06	510A	HASLER, INC.		29674	10/01-10/31 RENTAL	48.06	
34066	10/12/09	2.01	166	HOSE SHOP, THE		29731	PARTS & SUPPLIES	2.01	
34067	10/12/09	257.64	215	IKON OFFICE SOLUTIONS		29633	8/19-9/8 MAINT/ADM	257.64	
34068	10/12/09	525.00	852	LAW OFFICES OF MARIE F. SANG	7	29567	WORKERS COMP CLAIM	375.00	
						29637	WORKER COMP CLAIM	150.00	
34069	10/12/09	50.00	880	LEXISNEXIS		29701	SEPT ACCESS CHARGES	50.00	
34070	10/12/09	821.60	001145	MANAGED HEALTH NETWORK		29697	OCT EAP PREMIUM	821.60	
34071	10/12/09	110.03	041	MISSION UNIFORM		29515	UNIF/LAUNDRY/FAC	52.10	
						29523	UNIF/LAUNDRY/FLT	26.91	
						29662	UNIF/LAUNDRY/FLT	31.02	
34072	10/12/09	160.14	001711	MOHAWK MFG. & SUPPLY CO.		29739	REV VEH PARTS	160.14	
34073	10/12/09	558.00	469	MONTEREY BAY UNIFIED AIR		29652	AIR PERMIT	558.00	
34074	10/12/09	79.61	288	MUNCIE TRANSIT SUPPLY		29738	REV VEH PARTS	79.61	
34075	10/12/09	115.00	E505	NAUKKARINEN, JUKKA		29650	9/21 MEDICAL EXAM	115.00	
34076	10/12/09	6,390.45	001063	NEW FLYER INDUSTRIES LIMITED		29591	REV VEH PARTS	4,259.99	
						29612	REV VEH PARTS	811.85	
						29613	REV VEH PARTS	1,101.78	
						29614	REV VEH PARTS	98.48	
						29615	REV VEH PARTS	69.61	
						29616	REV VEH PARTS	48.74	
34077	10/12/09	10.00	E044	NIED, KIMBERLY		29631	DMV FEE	10.00	
34078	10/12/09	15,261.76	001176	NORTHSTAR, INC.		29703	OUT RPR EQUIP	15,261.76	
34079	10/12/09	3,991.00	001310	ON-LINE STRIPING SERVICES INC.		29632	PARKING LOT/OPS	3,991.00	
34080	10/12/09	9,539.20	009	PACIFIC GAS & ELECTRIC		29693	8/27-9/25 110 VERNON	285.28	
						29694	8/27-9/25 138 GOLF	2,841.92	
						29695	8/27-9/25 1200 RIVER	1,408.25	
						29696	8/27-9/25 1122 RIVER	18.34	
						29713	8/27-9/24 115 DUBOIS	8.38	
						29714	8/27-9/24 115 DUBOIS	154.15	
						29715	8/27-9/24 ENCINAL	3,550.00	
						29716	8/27-9/24 111 DUBOIS	1,259.12	
						29717	8/27-9/24 115 DUBOIS	13.76	
34081	10/12/09	2,067.04	043	PALACE ART & OFFICE SUPPLY		29445	OFFICE SUPPLY/LGL	87.48	
						29563	OFFICE SUPPLY/OPS	9.72	
						29564	OFFICE SUPPLY/OPS	142.62	
						29634	OFFICE SUPPLY/HR	61.59	
						29635	OFFICE SUPPLY/HR	30.41	
						29638	OFFICE SUPPLY/FAC	43.67	
						29647	OFFICE SUPPLY/ADM	29.54	
						29648	OFFICE SUPPLY/ADM	452.43	
						29679	OFFICE SUPPLY/PT	5.19	
						29680	OFFICE SUPPLY/PT	287.05	
						29681	OFFICE SUPPLY/PT	44.79	
						29682	OFFICE SUPPLY/PT	715.98	
						29725	OFFICE SUPPLY/FLT	29.42	
						29726	OFFICE SUPPLY/FLT	127.15	

5-1.5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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34082	10/12/09	001149	998.00	PREFERRED PLUMBING, INC.		29686	SVC/WTC	248.00	
						29704	OUT RPR EQUIP	318.00	
						29711	SVC/WTC	432.00	
34083	10/12/09	882	709.56	PRINT SHOP SANTA CRUZ	7	29705	PRINTING/ADM	709.56	
34084	10/12/09	107A	27.64	PROBUILD		29470	REPAIRS/MAINTENANCE	17.41	
						29513	REPAIRS/MAINTENANCE	4.92	
						29518	REPAIRS/MAINTENANCE	5.31	
34085	10/12/09	001548	48.13	QUILL CORPORATION		29677	CLEANING SUPPLIES	48.13	
34086	10/12/09	001098	3,222.20	ROBERT HALF MANAGEMENT RESOURCE		29653	TEMP/FIN W/E 9/11	1,576.96	
						29654	TEMP/FIN W/E 9/11	394.24	
						29683	TEMP/PT W/E 09/11	576.00	
						29684	TEMP/PT W/E 9/18	675.00	
34087	10/12/09	018	5,001.07	SALINAS VALLEY FORD SALES		29737	REV VEH PARTS	5,001.07	
34088	10/12/09	135	357.24	SANTA CRUZ AUTO PARTS, INC.		29528	SMALL TOOLS	86.66	
						29529	PARTS & SUPPLIES	22.32	
						29530	REV VEH PARTS	3.72	
						29532	SAFETY SUPPLIES	62.81	
						29533	PARTS & SUPPLIES	18.44	
						29563	REV VEH PARTS	71.33	
						29732	SMALL TOOLS	91.96	
34089	10/12/09	079	285.54	SANTA CRUZ MUNICIPAL UTILITIES		29687	7/22-9/22 RESEARCH	285.54	
34090	10/12/09	001292	699.50	SANTA CRUZ RECORDS MNGMT INC		29708	SHRED SVC	699.50	
34091	10/12/09	772	166.99	SCMTD REVENUE DEPT - REVENUE		29706	PETTY CASH-OPS	166.99	VOIDED
34092	10/14/09	772	-166.99	SCMTD REVENUE DEPT - REVENUE		29706	PETTY CASH-OPS	-166.99	**VOID
34093	10/12/09	002267	2,500.00	SHAW / YODER / ANTWTH, INC.		29446	SEPT LEGISLATIVE SVC	2,500.00	
34094	10/12/09	001232	1,979.28	SPECIALIZED AUTO AND		29665	OUT RPR REV VEH	697.15	
						29666	OUT RPR REV VEH	226.07	
						29667	OUT RPR REV VEH	596.11	
						29668	OUT RPR REV VEH	153.22	
						29669	OUT RPR REV VEH	153.06	
						29670	OUT RPR REV VEH	153.67	
34094	10/12/09	001299	200.00	TELEPHONICS		29558	OUT RPR EQUIP	200.00	
34095	10/12/09	001165	150.00	THANK N. VU MD	7	29671	MEDICAL EXAM	75.00	
						29672	MEDICAL EXAM	75.00	
34096	10/12/09	002887	223,904.50	WEST BAY BUILDERS, INC.		29658	CONST SVC MB TO 7/30	223,904.50	
34097	10/12/09	001160	1,080.00	WESTERN ROOFING SERVICE		29646	EMERG REPAIR/OPS	1,080.00	
34098	10/19/09	001264	26,838.12	ANDREWS INTERNATIONAL INC		29828	8/31-9/27 SECURITY	26,838.12	
34099	10/19/09	001365	5,000.00	BORINICK, ROBERT S. & ASSOC.	7	29829	ADA CALL STOP SURVEY	5,000.00	
34100	10/19/09	E306	10.00	BOWERS, CAROLYN		29778	DMV FEE	10.00	
34101	10/19/09	001230	306.60	CAPITOL CLUTCH & BRAKE, INC.		29761	REV VEH PARTS	306.60	
34102	10/19/09	002627	124.64	CDW GOVERNMENT, INC.		29747	OFFICE SUPPLY/IT	17.52	
						29748	OFFICE SUPPLY/IT	107.12	
34103	10/19/09	002346	5,000.00	CHANEY, CAROLYN & ASSOC., INC.	7	29549	OCT LEGISLATIVE SVC	5,000.00	
34104	10/19/09	001113	250.00	CLARKE, SUSAN		29832	EXT BUS ANNOUN/AUDIT	125.00	
						29840	EXT BUS ANNOUN/AUDIT	125.00	
34105	10/19/09	001124	9,065.03	CLEAN ENERGY		29759	9/29 LNG/FILT	9,068.03	
34106	10/19/09	001084	1,365.00	CLUTCH COURIERS		29847	SEPT MAIL DELIVERY	1,365.00	
34107	10/19/09	002569	78,298.94	COMERICA BANK		29636	WORK COMP FUND	78,298.94	
34108	10/19/09	002063	78.41	COSITCO		29551	PHOTO PROCESS/OPS	12.62	
						29552	PHOTO PROCESS/OPS	2.60	

5-1.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 10/01/09 THRU 10/31/09

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						29553	PHOTO PROCESS/OPS	3.87	
						29833	PHOTO PROCESS/OPS	14.17	
						29834	PHOTO PROCESS/OPS	2.54	
						29835	PHOTO PROCESS/OPS	8.07	
						29836	PHOTO PROCESS/OPS	10.62	
						29837	PHOTO PROCESS/OPS	8.48	
						29838	PHOTO PROCESS/OPS	14.14	
						29839	PHOTO PROCESS/OPS	1.30	
34109	10/19/09	140.27	085	DIXON & SON TIRE, INC.		29821	OCT TIRES/PT	110.27	
						29823	SEPT TIRES/PT	15.00	
						29824	SEPT TIRES/PT	15.00	
34110	10/19/09	1,676.25	432	EXPRESS EMPLOYMENT PROS		29772	TEMP/FAC W/E 9/27	1,676.25	
34111	10/19/09	446.50	711	GLASS DOCTOR	7	29813	OUT RPR REV VEH	396.50	
						29814	OUT RPR REV VEH	50.00	
34112	10/19/09	214.16	282	GRAINGER		29709	OFFICE SUPPLY/FAC	39.13	
						29710	REPAIRS/MAINTENANCE	175.03	
34113	10/19/09	91.06	546	GRANITEROCK COMPANY		29767	REPAIRS/MAINTENANCE	91.06	
34114	10/19/09	531.50	215	IKON OFFICE SOLUTIONS		29849	6/30-9/29 MAINT/OPS	531.50	
34115	10/19/09	1,494.00	878	KELLY SERVICES, INC.		29830	TEMP/OPS W/E 9/20	918.00	
						29831	TEMP/OPS W/E 9/27	576.00	
34116	10/19/09	964.33	001233	KIMBALL MIDWEST		29762	PARTS & SUPPLY	737.76	
						29763	PARTS & SUPPLY	226.57	
34117	10/19/09	25.96	039	KINKO'S INC.		29555	PRINTING/OPS	25.96	
34118	10/19/09	49.00	001093	KROLL LABORATORY SPECIALISTS		29752	SEPT DRUG TESTS	49.00	
34119	10/19/09	489.00	002570	LEADERSHIP DIRECTORIES, INC.		29749	YELLOW BOOK SUBSCRIPT	489.00	
34120	10/19/09	5,338.74	R563	LIBERTY MUTUAL FIRE INSURANCE		29777	SETTLEMENT/RISK	5,338.74	
34121	10/19/09	81.46	041	MISSION UNIFORM		29643	UNIF/LAUNDRY/FAC	50.44	
						29790	UNIF/LAUNDRY/PT	31.02	
34122	10/19/09	10.00	E505	NAUKKARINEN, JUKKA		29776	DMV FEE	10.00	
34123	10/19/09	2,235.37	002721	NEXTEL COMMUNICATIONS		29775	8/26-9/25 PHONES/OPS	2,235.37	
34124	10/19/09	14,842.00	001176	NORTHSTAR, INC.		29702	SEPT MAINTENANCE	14,842.00	
34125	10/19/09	2,858.34	009	PACIFIC GAS & ELECTRIC		29750	8/27-9/25 1217 RIVER	123.88	
						29773	8/29-9/29 PACIFIC	2,734.46	
34126	10/19/09	263.82	043	PALACE ART & OFFICE SUPPLY		29780	OFFICE SUPPLY/FIN	268.65	
						29781	CREDIT MEMO	-27.12	
						29782	OFFICE SUPPLY/FIN	22.29	
34127	10/19/09	665.00	001149	PREFERRED PLUMBING, INC.		29768	SVC/MTC	665.00	
34128	10/19/09	91.66	107A	PROBUILD		29517	REPAIRS/MAINTENANCE	7.65	
						29644	REPAIRS/MAINTENANCE	40.60	
						29764	SMALL TOOLS	7.07	
						29770	REPAIRS/MAINTENANCE	36.34	
34129	10/19/09	2,930.00	001071	QQUEST SOFTWARE SYSTEMS, INC.		29565	10/1-9/30/10 MAINT	2,930.00	
34130	10/19/09	300.44	001269	RAY'S UPHOLSTERY	7	29819	OUT RPR REV VEH	300.44	
34131	10/19/09	602.64	002094	RICON CORPORATION		29758	REV VEH PARTS	602.64	
34132	10/19/09	2,835.20	001098	ROBERT HALF MANAGMENT RESOURCE		29783	TEMP/FIN W/E 9/18	1,971.20	
						29826	TEMP/PT W/E 09/25	720.00	
						29848	TEMP/ADM W/E 9/25	144.00	
34133	10/19/09	34.00	E334	ROCHA, LUIS		29827	DMV FEE	34.00	
34134	10/19/09	15,721.32	966	S.C. FUELS	0	29760	9/30 DIESEL/FLT	15,721.32	
34135	10/19/09	854.91	018	SALINAS VALLEY FORD SALES		29757	REV VEH PARTS	854.91	

5-1.7

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 10/01/09 THRU 10/31/09

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
34136	10/19/09	103.18 135	SANTA CRUZ AUTO PARTS, INC.		29664	REV VEH PARTS	130.25		
					29744	REV VEH PARTS	7.82		
					29787	CREDIT MEMO	-34.89		
34137	10/19/09	102.01 001314	SANTA CRUZ PAINT CO., INC.		29685	REPAIRS/MAINTENANCE	102.01		
34138	10/19/09	166.99 122	SCMTD PETTY CASH - OPS		29846	PETTY CASH - OPS	166.99		
34139	10/19/09	165.00 001121	SILENT PARTNER SECURITY SYS.		29718	10/1-12/31 VERNON	165.00		
34140	10/19/09	4,199.04 001232	SPECIALIZED AUTO AND		29795	OUT RPR REV VEH	95.15		
					29796	OUT RPR REV VEH	714.11		
					29797	OUT RPR REV VEH	153.28		
					29798	OUT RPR REV VEH	328.84		
					29799	OUT RPR REV VEH	50.87		
					29800	OUT RPR REV VEH	153.28		
					29805	OUT RPR REV VEH	1,053.05		
					29806	OUT RPR REV VEH	153.28		
					29807	OUT RPR REV VEH	566.70		
					29808	OUT RPR REV VEH	86.51		
					29809	OUT RPR REV VEH	153.29		
					29817	OUT RPR REV VEH	51.90		
					29818	OUT RPR REV VEH	638.78		
					29818	SEPT PT FUELING	14,628.61		
34141	10/19/09	14,628.61 001648	STEVE'S UNION SERVICE		29818	SEPT PT FUELING	14,628.61		
34142	10/19/09	2,822.44 001800	THERMO KING OF SALINAS, INC		29753	REV VEH PARTS	2,822.44		
34143	10/19/09	22,426.75 475	TRAPEZE SOFTWARE GROUP, INC.		29649	OFFICE EQUIP/IT	22,426.75		
34144	10/19/09	12,608.80 001083	WATSONVILLE TRANSPORTATION, INC		29784	SEPT PT SVCS	12,608.80		
34145	10/19/09	1,516.17 001223	WATSONVILLE CADILLAC, BUICK,		29820	OUT RPR REV VEH	1,516.17		
34146	10/19/09	70.00 682	WEISS, AMY L.		29835	SEPT INTERPRETER	70.00		
34147	10/19/09	293.14 436	WEST PAYMENT CENTER		29779	SEPT ACCESS CHARGES	293.14		
34149	10/26/09	365.19 020	ADT SECURITY SERVICES INC.		29858	NOV ALARMS	45.05		
					29859	NOV ALARMS	68.00		
					29860	NOV ALARMS	88.38		
					29861	NOV ALARMS	49.23		
					29862	NOV ALARMS	49.23		
					29863	NOV ALARMS	65.30		
					29903	PHYSICAL EXAM	15.00		
34150	10/26/09	15.00 E620	ANDRADE, GERALD		29903	PHYSICAL EXAM	15.00		
34151	10/26/09	142.24 294	ANDY'S AUTO SUPPLY		29765	REV VEH PARTS	142.24		
34152	10/26/09	72.27 510	ASCOM HASLER LEASING		29851	NOV RENTAL/ADM	72.27		VOIDED
34152	10/28/09	-72.27 510	ASCOM HASLER LEASING		29851	NOV RENTAL/ADM	-72.27		**VOID
34153	10/26/09	2,582.97 001	AT&T		29853	DS1 LINE	590.39		
					29953	ENCINAL IT LINE	174.40		
					29954	PACIFIC IT LINE	334.81		
					29955	ENCINAL IT LINE	334.81		
					29956	OCT PHONES/OPS	60.72		
					29957	OCT PHONES/PT	19.82		
					29961	OCT PHONES/GOLF	3.03		
					29962	ALARM/DUBOIS	54.39		
					29963	ENCINAL FAX LINE	37.88		
					29964	DUBOIS FAX LINE	26.32		
					29965	PT FAX LINE	0.34		
					29966	PT IT LINES	550.08		
					29975	REPEATERS/OPS	310.90		
					29976	REPEATERS/OPS	85.08		

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
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DATE: 10/01/09 THRU 10/31/09

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34154	10/26/09	56.06	M033	BAILEY, NEIL	0	29993	MED PYMT SUPP	56.06	
34155	10/26/09	50.00	E204	BALDWIN, DENNIS		29981	DMV FEE	50.00	
34156	10/26/09	19,971.50	001276	BANK OF MARIN		29958	DEC RETAINAGE/MB	19,971.50	
34157	10/26/09	743.32	001287	BLUE SHIELD OF CALIFORNIA		29979	FED STIMULUS COBRA	371.66	
						29980	FED STIMULUS COBRA	371.66	
34158	10/26/09	1,000.00	616	BROWN ARMSTRONG		29921	2009 AUDIT SVCS	1,000.00	
34159	10/26/09	100.00	B018	BUSTICHI, DENE	7	29907	SEPT BOARD MTGS	100.00	
34160	10/26/09	335,774.34	502	CA PUBLIC EMPLOYEES'		29940	NOV MED INS	335,774.34	
34161	10/26/09	56.06	M022	CAPELLA, KATHLEEN	0	30006	MED PYMT SUPP	56.06	
34162	10/26/09	1,511.12	002627	CDW GOVERNMENT, INC.		29930	OFFICE SUPPLY/IT	629.63	
						29931	OFFICE SUPPLY/IT	125.93	
						29932	OFFICE SUPPLY/IT	503.70	
						29933	OFFICE SUPPLY/IT	251.86	
34163	10/26/09	28.03	M073	CENTER, DOUG	0	30008	MED PYMT SUPP	28.03	
34164	10/26/09	107.08	001346	CITY OF SANTA CRUZ		29857	SEPT LANDFILL	107.08	
34165	10/26/09	1,117.84	130	CITY OF WATSONVILLE UTILITIES		29943	CONTAINER/WTC	721.78	
						29944	9/1-10/1 WTC	42.92	
						29945	8/27-9/29 WTC	268.57	
						29946	8/27-9/29 WTC	32.44	
						29947	8/27-9/29 WTC	52.13	
34166	10/26/09	100.00	B014	CITY OF WATSONVILLE		29916	SEPT BOARD MTG	100.00	
34167	10/26/09	232.41	002609	CLEANSOURCE		29774	CLEANING SUPPLIES	232.41	
34168	10/26/09	146.74	001266	COMCAST		29989	10/8-11/07 1217 MB	146.74	
34169	10/26/09	5.61	002063	COSTCO		29906	PHOTO PROCESS/OPS	5.61	
34170	10/26/09	28.03	M092	CRAWFORD, TERRI	0	30009	MED PYMT SUPP	28.03	
34171	10/26/09	28.03	M039	DAVILA, ANA MARIA	0	29994	MED PYMT SUPP	28.03	
34172	10/26/09	5,555.55	085	DIXON & SON TIRE, INC.		29720	OCT TIRES/FLT	849.08	
						29721	OCT TIRES/FLT	1,049.26	
						29722	OCT TIRES/FLT	431.05	
						29723	OCT TIRES/FLT	899.69	
						29724	OCT TIRES/FLT	1,715.95	
						29745	OCT TIRES/FLT	467.25	
						29746	OCT TIRES/FLT	33.00	
						29822	OCT TIRES/PT	110.27	
34173	10/26/09	395,837.25	001284	DMC CONSTRUCTION INC.		29959	CONST SVCS THRU 9/30	395,837.25	
34174	10/26/09	116.00	002388	DOGHERRA'S	7	29794	OUT RPR REV VEH	116.00	
34175	10/26/09	552.67	R564	DOLAN, TOM		29936	SETTLEMENT/RISK	552.67	
34176	10/26/09	28.03	M096	DRAKE, JUDITH	0	30010	MED PYMT SUPP	28.03	
34177	10/26/09	500.00	002862	ECOLOGICAL CONCERNS INC.		29905	WATER DRAINAGE/MB	500.00	
34178	10/26/09	339.87	001020	EMED COMPANY		29977	REPAIRS/MAINTENANCE	339.87	
34179	10/26/09	1,732.50	432	EXPRESS EMPLOYMENT PROS		29854	TEMP/FAC W/E 10/4	742.50	
						29978	TEMP/FAC W/E 10/11	990.00	
34180	10/26/09	70.58	372	FEDERAL EXPRESS		29992	SEPT/OCT SHIPPING	70.58	
34181	10/26/09	28.03	M099	FIKE, LOUIS	0	30011	MED PYMT SUPP	28.03	
34182	10/26/09	43,981.92	001295	FIRST NATIONAL BANK		29960	SEPT RETAINAGE/MB	43,981.92	
34183	10/26/09	67.46	M074	GABRIELE, BERNARD	0	30012	MED PYMT SUPP	67.46	
34184	10/26/09	28.03	M040	GARBEZ, LINDA	0	29995	MED PYMT SUPP	28.03	
34185	10/26/09	56.06	M100	GARCIA, SANTIAGO	0	29996	MED PYMT SUPP	56.06	
34186	10/26/09	200.00	001302	GARDA CL WEST		29904	OCT ARMORED CAR SVCS	200.00	
34187	10/26/09	28.03	M101	GOES, ALAN	0	30013	MED PYMT SUPP	28.03	

5-1.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
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DATE: 10/01/09 THRU 10/31/09

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34188	10/26/09	56.06	M041	GOUVEIA, ROBERT	0	29997	MED PYMT SUPP	56.06	
34189	10/26/09	854.28	282	GRAINGER		29950	REPAIRS/MAINTENANCE	452.37	
						29951	REPAIRS/MAINTENANCE	401.91	
34190	10/26/09	50.00	B023	GRAVES, RON		29908	SEPT BOARD MTG	50.00	
34191	10/26/09	1,078.80	001097	GREENWASTE RECOVERY, INC.		29887	SEPT GARB/GRN VALLEY	17.78	
						29888	OCT-DEC SOQUEL	53.34	
						29889	OCT-DEC BIG BASIN	53.34	
						29890	OCT-DEC SOQUEL	53.34	
						29891	OCT-DEC FREEDOM	53.34	
						29892	OCT-DEC FREEDOM	53.34	
						29893	OCT-DEC AIRPORT	106.68	
						29894	OCT-DEC HWY 17	160.02	
						29895	OCT-DEC BEN LOMOND	53.34	
						29896	SEPT GARB/KINGS	182.28	
						29897	SEPT GARB/MT HERMON	78.25	
						29898	SEPT GARB/RESEARCH	213.75	
34192	10/26/09	72.94	M081	HALL, JAMES	0	29998	MED PYMT SUPP	72.94	
34193	10/26/09	80,920.63	001035	HARRIS & ASSOCIATES		29937	PROF SVCS THRU 9/30	10,810.13	
						29938	PROF SVCS THRU 9/30	70,110.50	
34194	10/26/09	34.00	E319	HERNANDEZ, ALICIA		29983	DMV FEE	34.00	
34195	10/26/09	50.00	B006	HINKLE, MICHELLE	7	29909	SEPT BOARD MTGS	50.00	
34196	10/26/09	30,000.00	002116	HINSHAW, EDWARD & BARBARA	7	29925	370 ENCINAL RENT	30,000.00	
34197	10/26/09	15,767.45	002117	IULIANO	7	29923	115 DUBOIS RENT	3,369.76	
						29924	111 DUBOIS RENT	12,397.69	
34198	10/26/09	2,905.16	110	JESSICA GROCERY STORE, INC.		29922	CUSTODIAN SERVICES	2,905.16	
34199	10/26/09	28.03	M104	JUSSEL, PETE	0	30014	MED PYMT SUPP	28.03	
34200	10/26/09	120.00	074	KENVILLE LOCKSMITHS	7	29769	SVC/ENCINAL	120.00	
34201	10/26/09	1,645.13	001119	MACERICH PARTNERSHIP LP	7	29926	CAPITOLA MALL/RENT	1,645.13	
34202	10/26/09	50.00	B025	MARTINEZ, EMILIO	7	29910	SEPT BOARD MTG	50.00	
34203	10/26/09	1,737.77	001052	MID VALLEY SUPPLY		29690	CLEANING SUPPLIES	1,737.77	
34204	10/26/09	366.57	041	MISSION UNIFORM		29740	UNIF/LAUNDRY/FLT	69.85	
						29741	UNIF/LAUNDRY/FLT	139.37	
						29742	UNIF/LAUNDRY/FLT	48.27	
						29743	UNIF/LAUNDRY/FLT	26.91	
						29771	UNIF/LAUNDRY/FAC	52.10	
						29789	UNIF/LAUNDRY/PT	30.07	
34205	10/26/09	40.00	E045	MONTESINO, EDUARDO		29928	DMV FEE	40.00	
34206	10/26/09	4,972.50	001306	NILSON, VALERIE S.		29792	CONSULTING SVCS	1,625.00	
						29793	CONSULTING SVCS	1,657.50	
						29935	CONSULTING SERVICES	1,690.00	
34207	10/26/09	3,292.05	001176	NORTHSTAR, INC.		29852	OUT RER EQUIP	3,292.05	
34208	10/26/09	28.03	M050	O'MARA, KATHLEEN	0	29999	MED PYMT SUPP	28.03	
34209	10/26/09	3,662.48	009	PACIFIC GAS & ELECTRIC		29886	9/5-10/5 KINGS	14.30	
						29948	8/26-10/5 KINGS VLG	2,515.53	
						29949	9/11-10/8 RESEARCH	1,132.65	
34210	10/26/09	20.21	043	PALACE ART & OFFICE SUPPLY		29712	OFFICE SUPPLY/FAC	20.21	
34211	10/26/09	887.00	950	PARADISE LANDSCAPE INC	0	29856	OCT MAINTENANCE	887.00	
34212	10/26/09	28.03	M109	PEREZ, CHERYL		30000	MED PYMT SUPP	28.03	
34213	10/26/09	28.03	M070	PICARELLA, FRANCIS	0	30007	MED PYMT SUPP	28.03	
34214	10/26/09	100.00	B024	PIRIE, ELLEN	7	29911	SEPT BOARD MTGS	100.00	

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
ALL CHECKS FOR ACCOUNTS PAYABLE

DATE 12/10/09 09:30

DATE: 10/01/09 THRU 10/31/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT
34215	10/26/09	18.00	PRIETO, DOREEN	7	29388	6 PREPAID COUPONS	18.00
34216	10/26/09	60.23	PRINT SHOP SANTA CRUZ		29791	PRINTING/HR	60.23
34217	10/26/09	5.31	PROBUILD		29688	REPAIRS/MAINTENANCE	5.31
34218	10/26/09	3,942.40	ROBERT HALF MANAGEMENT RESOURCE		29801	TEMP/FIN W/E 9/25	1,971.20
					29902	TEMP/FIN W/E 10/02	1,971.20
34219	10/26/09	100.00	ROBINSON, LYNN MARIE		29912	SEPT BOARD MTGS	100.00
34220	10/26/09	56.06	ROSSI, DENISE	0	30001	MED PYMT SUPP	56.06
34221	10/26/09	50.00	ROTKIN, MIKE	7	29913	SEPT BOARD MTG	50.00
34222	10/26/09	28.03	ROWE, RUBY		30002	MED PYMT SUPP	28.03
34223	10/26/09	561.47	SALINAS VALLEY FORD SALES		29756	REV VEH PARTS	561.47
34224	10/26/09	314.68	SANTA CRUZ AUTO PARTS, INC.		29766	SMALL TOOLS	90.59
					29786	REV VEH PARTS	126.41
					29788	REV VEH PARTS	61.09
					29970	REV VEH PARTS	29.57
					29971	REV VEH PARTS	7.02
34225	10/26/09	12,219.61	SANTA CRUZ TRANSPORTATION, LLC	7	29825	SEPT 09 FT SVCS	12,219.61
34226	10/26/09	369.09	SCHTD PETTY CASH - FINANCE		29939	PETTY CASH/FIN	369.09
34227	10/26/09	28.03	SILVA, EDUARDO	0	30015	MED PYMT SUPP	28.03
34228	10/26/09	11.00	SLATER, ROBYN		29990	9/9 EMP TRAVEL	11.00
34229	10/26/09	56.06	SLOAN, FRANCIS	0	30003	MED PYMT SUPP	56.06
34230	10/26/09	12,415.52	SOQUEL III ASSOCIATES	7	29827	RESEARCH PARK RENT	12,415.52
34231	10/26/09	1,760.28	SPECIALIZED AUTO AND		29801	OUT RPR REV VEH	429.94
					29802	OUT RPR REV VEH	173.80
					29803	OUT RPR REV VEH	558.49
					29804	OUT RPR REV VEH	95.41
					29810	OUT RPR REV VEH	153.13
					29811	OUT RPR REV VEH	196.38
					29812	OUT RPR REV VEH	153.13
					29914	SEPT BOARD MTG	50.00
34232	10/26/09	50.00	SPENCE, PAT	7	29914	SEPT BOARD MTG	50.00
34233	10/26/09	315.99	SSI		29751	11/1-11/30 MAINT/IT	315.99
34234	10/26/09	520.19	STATE BOARD OF EQUALIZATION		29984	JUL-SEP 09 FUEL	520.19
34235	10/26/09	100.00	STONE, MARK	7	29915	SEPT BOARD MTG	100.00
34236	10/26/09	5,023.20	TELREX COMMUNICATIONS	7	29929	PLATINUM SUPPORT/IT	5,023.20
34237	10/26/09	375.00	THANH N. VU MD	7	29841	MEDICAL EXAM	75.00
					29842	MEDICAL EXAM	75.00
					29843	MEDICAL EXAM	75.00
					29844	MEDICAL EXAM	75.00
					29845	MEDICAL EXAM	75.00
34238	10/26/09	28.03	TOLINE, DONALD	0	30004	MED PYMT SUPP	28.03
34239	10/26/09	4,360.81	U.S. BANK		29985	4246044555645971	2,070.45
					29986	4246044555645971	2,19.00
					29987	4246044555645971	2,071.36
					29967	FRT OUT/FRT	45.48
					29982	DMV FEE	44.00
34240	10/26/09	45.48	UNITED PARCEL SERVICE		29864	SEPT PHONES	3.49
34241	10/26/09	44.00	VALDEZ, ANGEL		29865	SEPT PHONES	17.40
34242	10/26/09	294.12	VERIZON BUSINESS SERVICES, INC.		29866	SEPT PHONES	25.68
					29867	SEPT PHONES	14.09
					29868	SEPT PHONES	27.07
					29869	SEPT PHONES	16.15

5-1.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 10/01/09 THRU 10/31/09

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
34243	10/26/09	001223	266.34	WATSONVILLE CADILLAC, BUICK,		29870	SEPT PHONES	5.04	
34244	10/26/09	E495	7.00	WHITE, IES		29871	SEPT PHONES	2.52	
34245	10/26/09	M088	28.03	YAGI, RANDY		29872	SEPT PHONES	2.55	
34246	10/26/09	147	57.65	ZEE MEDICAL SERVICE CO.		29873	SEPT PHONES	2.52	
						29874	SEPT PHONES	10.80	
						29875	SEPT PHONES	4.07	
						29876	SEPT PHONES	34.69	
						29877	SEPT PHONES	5.06	
						29878	SEPT PHONES	2.52	
						29879	SEPT PHONES	2.52	
						29880	SEPT PHONES	2.52	
						29881	SEPT PHONES	2.52	
						29882	SEPT PHONES	69.27	
						29883	SEPT PHONES	31.14	
						29884	SEPT PHONES	3.16	
						29885	SEPT PHONES	9.34	
						29785	REV VEH PARTS	266.34	
						29991	10/14 EMP TRAVEL	7.00	
						30005	MED PYMT SUPP	28.03	
						29952	SAFETY SUPPLIES	57.65	
TOTAL			2,185,703.86	ACCOUNTS PAYABLE			TOTAL CHECKS	265	2,185,703.86

5-1.12

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager and Acting Assistant General Manager

**SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR OCTOBER 2009.**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors accept and file the monthly budget status reports for October 2009.**

## II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of October 2009 were \$298K or 13 % under the amount of revenue expected for October 2009.
- **Consolidated Operating Expenses** for the month of October 2009 were \$465K or 14 % under budget for the month of October 2009.
- **Capital Budget** spending year to date through October 2009 was \$2,419K or 12 % of the Capital budget.

## III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to apprise the Board of Directors of Santa Cruz METRO's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of Santa Cruz METRO's FY10 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed 33%.

5-2.1

**A. Operating Revenue**

For the month of October 2009 Operating Revenues were \$298K or 13 % under the amount of revenue expected for October 2009. Sales Tax Revenues continue to lag behind budget projections due to the current economic recession. Passenger Revenue receipts are also below budgeted amounts. Revenue variances are explained in the notes at the end of the revenue report.

**B. Operating Expense by Department**

Total Operating Expenses by Department for the month of October 2009 were \$465K or 14 % under budget; 1 % over where we were in FY09. The majority of the variance is due to lower than anticipated Personnel, Fuel & Lube Rev Vehicles and Rev Vehicle Parts expenses.

**C. Consolidated Operating Expenses**

Consolidated Operating Expenses for the month of October 2009 were \$465K or 14 % under budget. Personnel Expenses, Prof & Tech Fees, Fuels & Lube Rev Veh, and Rev Vehicle Parts all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

**D. Capital Budget**

Capital Budget spending year to date through October 2009 was \$2,419K or 12 % of the Capital budget. Of this, \$1,220K or 29 % has been spent on the MetroBase Maintenance Facility project and \$1,129K or 47 % has been spent on the Purchase & Renovation of Vernon Bldg.

**IV. FINANCIAL CONSIDERATIONS**

Due to the severe economic downturn and the resulting significant decline in revenue, staff is implementing cost - cutting strategies and diligently looking at different scenarios and options in order to close the projected budget gap.

**Attachment A:** FY10 Operating Revenue for the month ending – 10/31/09  
FY10 Operating Expenses by Department for the month ending – 10/31/09  
FY10 Consolidated Operating Expenses for the month ending – 10/31/09  
FY10 Capital Budget Reports for the month ending – 10/31/09

Prepared by: Kristina Mihaylova, Financial Analyst

Date Prepared: December 08, 2009

5-2.2



**FY10**  
**Operating Revenue**  
 For the month ending - October 31, 2009

Percent of Year Elapsed - 33%

Revenue Source	Current Period				Notes	Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var		Actual	Budget	\$ Var	% Var	Actual	FY10	FY09	\$ Var
Passenger Fares	\$ 284,800	\$ 317,803	\$ (33,003)	-10%		\$ 1,121,478	\$ 1,260,331	\$ (138,853)	-11%	\$ 1,121,478	\$ 1,249,013	\$ (127,535)	-10%
Paratransit Fares	\$ 22,726	\$ 43,395	\$ (20,669)	-48%		\$ 82,175	\$ 121,288	\$ (39,113)	-32%	\$ 82,175	\$ 119,387	\$ (37,212)	-31%
Special Transit Fares	\$ 484,629	\$ 524,985	\$ (40,356)	-8%		\$ 872,916	\$ 941,259	\$ (68,343)	-7%	\$ 872,916	\$ 917,752	\$ (44,836)	-5%
Highway 17 Fares	\$ 99,193	\$ 95,947	\$ 3,246	3%		\$ 353,180	\$ 362,106	\$ (8,926)	-2%	\$ 353,180	\$ 349,975	\$ 3,205	1%
Highway 17 Payments	\$ 33,042	\$ 37,393	\$ (4,351)	-12%		\$ 147,372	\$ 146,267	\$ 1,105	1%	\$ 147,372	\$ 148,082	\$ (710)	0%
<b>Subtotal Passenger Revenue</b>	<b>\$ 924,390</b>	<b>\$ 1,019,523</b>	<b>\$ (95,133)</b>	<b>-9%</b>	<b>1</b>	<b>\$ 2,577,121</b>	<b>\$ 2,831,251</b>	<b>\$ (254,130)</b>	<b>-9%</b>	<b>\$ 2,577,121</b>	<b>\$ 2,784,209</b>	<b>\$ (207,088)</b>	<b>-7%</b>
Commissions	\$ -	\$ 458	\$ (458)	-100%		\$ 1,355	\$ 1,832	\$ (477)	-26%	\$ 1,355	\$ 1,704	\$ (349)	-20%
Advertising Income	\$ 19,184	\$ 11,178	\$ 8,006	72%	2	\$ 111,670	\$ 99,892	\$ 11,778	12%	\$ 111,670	\$ 51,265	\$ 60,405	118%
Rent Income - SC Pacific Station	\$ 7,697	\$ 7,627	\$ 70	1%		\$ 30,649	\$ 30,321	\$ 328	1%	\$ 30,649	\$ 29,862	\$ 787	3%
Rent Income - Watsonville TC	\$ 2,899	\$ 2,643	\$ 256	10%		\$ 11,464	\$ 13,038	\$ (1,574)	-12%	\$ 11,464	\$ 13,916	\$ (2,452)	-18%
Rent Income - General	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 11,069	\$ (11,069)	-100%
Interest Income	\$ 17,182	\$ 4,387	\$ 12,795	292%	3	\$ 76,828	\$ 18,700	\$ 58,128	311%	\$ 76,828	\$ 173,702	\$ (96,874)	-56%
Other Non-Transp Revenue	\$ 30	\$ 485	\$ (455)	-94%		\$ 3,268	\$ 1,940	\$ 1,328	68%	\$ 3,268	\$ 1,376	\$ 1,892	138%
Sales Tax Revenue	\$ 1,056,700	\$ 1,280,009	\$ (223,309)	-17%	4	\$ 4,717,364	\$ 5,778,735	\$ (1,061,371)	-18%	\$ 4,717,364	\$ 5,549,805	\$ (832,441)	-15%
Transp Dev Act (TDA) - Op Asst	\$ -	\$ -	\$ -	0%		\$ 1,416,656	\$ 1,387,805	\$ 28,851	2%	\$ 1,416,656	\$ 1,494,616	\$ (77,960)	-5%
<b>Subtotal Other Revenue</b>	<b>\$ 1,103,692</b>	<b>\$ 1,306,787</b>	<b>\$ (203,095)</b>	<b>-16%</b>		<b>\$ 6,369,254</b>	<b>\$ 7,332,263</b>	<b>\$ (963,009)</b>	<b>-13%</b>	<b>\$ 6,369,254</b>	<b>\$ 7,327,315</b>	<b>\$ (958,061)</b>	<b>-13%</b>
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Repay FTA Advance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 161,615	\$ (161,615)	-100%
Sec 5303 - AMBAG Funding	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
<b>Subtotal Grant Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ 161,615</b>	<b>\$ (161,615)</b>	<b>-100%</b>
<b>Subtotal Operating Revenue</b>	<b>\$ 2,028,082</b>	<b>\$ 2,326,310</b>	<b>\$ (298,228)</b>	<b>-13%</b>		<b>\$ 8,946,375</b>	<b>\$ 10,163,514</b>	<b>\$ (1,217,139)</b>	<b>-12%</b>	<b>\$ 8,946,375</b>	<b>\$ 10,273,139</b>	<b>\$ (1,326,764)</b>	<b>-13%</b>
<b>Total Operating Expenses</b>	<b>\$ 2,954,484</b>					<b>\$ 11,640,498</b>				<b>\$ 11,640,498</b>	<b>\$ 11,534,282</b>		
<b>Variance</b>	<b>\$ (926,402)</b>					<b>\$ (2,694,123)</b>				<b>\$ (2,694,123)</b>	<b>\$ (1,261,143)</b>		
<b>One-Time Revenue</b>													
Transfer (to)/from Capital Reserves	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Cash Flow Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from W/C Reserve	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Liab Ins Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Carryover from Previous Year	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
<b>Subtotal One-Time Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
<b>Total Revenue</b>	<b>\$ 2,028,082</b>	<b>\$ 2,326,310</b>	<b>\$ (298,228)</b>	<b>-13%</b>		<b>\$ 8,946,375</b>	<b>\$ 10,163,514</b>	<b>\$ (1,217,139)</b>	<b>-12%</b>	<b>\$ 8,946,375</b>	<b>\$ 10,273,139</b>	<b>\$ (1,326,764)</b>	<b>-13%</b>
<b>Total Operating Expenses</b>	<b>\$ 2,954,484</b>					<b>\$ 11,640,498</b>				<b>\$ 11,640,498</b>	<b>\$ 11,534,282</b>		
<b>Variance</b>	<b>\$ (926,402)</b>					<b>\$ (2,694,123)</b>				<b>\$ (2,694,123)</b>	<b>\$ (1,261,143)</b>		

5-2.01

Attachment A



**FY10**  
**Operating Revenue**  
*For the month ending - October 31, 2009*

Percent of Year Elapsed - 33%

<u>Revenue Source</u>	<u>Actual</u>	<u>Current Period</u>			<u>Notes</u>	<u>Year to Date</u>			<u>YTD Year Over Year Comparison</u>			
		<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>		<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY10</u>	<u>FY09</u>	<u>\$ Var</u>

**Current Period Notes:**

- 1) **Passenger Revenue** is under budget due to decreased ridership.
- 2) **Advertising Income** is over budget due to more advertising than expected.
- 3) **Interest Income** is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 4) **Sales Tax Revenue** is under budget due to less consumer discretionary spending and current economic conditions.

5-2.a2



**FY10**  
**Operating Expenses by Department**  
**For the month ending - October 31, 2009**

	Current Period				Notes	Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var		Actual	Budget	\$ Var	% Var	Actual	FY10	FY09	\$ Var	% Var
<b>Departmental Personnel Expenses</b>														
700 - SCCIC	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
1100 - Administration	\$ 62,632	\$ 68,438	\$ (5,806)	-8%		\$ 257,667	\$ 273,752	\$ (16,085)	-6%		\$ 257,667	\$ 347,338	\$ (89,671)	-26%
1200 - Finance	\$ 81,368	\$ 97,142	\$ (15,774)	-16%		\$ 332,739	\$ 388,568	\$ (55,829)	-14%		\$ 332,739	\$ 186,114	\$ 146,625	79%
1300 - Customer Service	\$ 30,933	\$ 39,070	\$ (8,137)	-21%		\$ 123,953	\$ 156,280	\$ (32,327)	-21%		\$ 123,953	\$ 144,561	\$ (20,608)	-14%
1400 - Human Resources	\$ 36,557	\$ 50,597	\$ (14,040)	-28%		\$ 177,071	\$ 202,388	\$ (25,317)	-13%		\$ 177,071	\$ 187,131	\$ (10,060)	-5%
1500 - Information Technology	\$ 41,668	\$ 44,061	\$ (2,393)	-5%		\$ 170,332	\$ 176,244	\$ (5,912)	-3%		\$ 170,332	\$ 164,010	\$ 6,322	4%
1700 - District Counsel	\$ 37,262	\$ 39,205	\$ (1,943)	-5%		\$ 149,259	\$ 156,820	\$ (7,561)	-5%		\$ 149,259	\$ 138,470	\$ 10,789	8%
1800 - Risk Management	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 77,516	\$ 87,177	\$ (9,661)	-11%		\$ 314,824	\$ 348,708	\$ (33,884)	-10%		\$ 314,824	\$ 308,581	\$ 6,243	2%
3100 - Paratransit Program	\$ 260,546	\$ 307,168	\$ (46,622)	-15%		\$ 1,044,364	\$ 1,228,673	\$ (184,309)	-15%		\$ 1,044,364	\$ 979,481	\$ 64,883	7%
3200 - Operations	\$ 162,531	\$ 172,015	\$ (9,484)	-6%		\$ 714,029	\$ 710,542	\$ 3,487	0%		\$ 714,029	\$ 657,885	\$ 56,144	9%
3300 - Bus Operators	\$ 1,136,245	\$ 1,195,055	\$ (58,810)	-5%		\$ 4,430,074	\$ 4,764,721	\$ (334,647)	-7%		\$ 4,430,074	\$ 4,306,317	\$ 123,757	3%
4100 - Fleet Maintenance	\$ 297,085	\$ 324,745	\$ (27,660)	-9%		\$ 1,196,776	\$ 1,298,983	\$ (102,207)	-8%		\$ 1,196,776	\$ 1,255,996	\$ (59,220)	-5%
9001 - Cobra Benefits	\$ 1,056	\$ -	\$ 1,056	100%		\$ 1,392	\$ -	\$ 1,392	100%		\$ 1,392	\$ 1,388	\$ 4	0%
9005 - Retired Employee Benefits	\$ 146,523	\$ 180,037	\$ (33,514)	-19%		\$ 584,115	\$ 720,148	\$ (136,033)	-19%		\$ 584,115	\$ 489,622	\$ 94,493	19%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
<b>Subtotal Personnel Expenses</b>	<b>\$ 2,371,922</b>	<b>\$ 2,604,710</b>	<b>\$ (232,788)</b>	<b>-9%</b>		<b>\$ 9,496,595</b>	<b>\$ 10,425,827</b>	<b>\$ (929,232)</b>	<b>-9%</b>		<b>\$ 9,496,595</b>	<b>\$ 9,166,894</b>	<b>\$ 329,701</b>	<b>4%</b>
<b>Departmental Non-Personnel Expenses</b>														
700 - SCCIC	\$ -	\$ 4	\$ (4)	-100%		\$ 260	\$ 358	\$ (98)	-27%		\$ 260	\$ 20	\$ 240	1200%
1100 - Administration	\$ 22,262	\$ 32,147	\$ (9,885)	-31%		\$ 84,084	\$ 129,587	\$ (45,503)	-35%		\$ 84,084	\$ 76,357	\$ 7,727	10%
1200 - Finance	\$ 70,778	\$ 71,600	\$ (822)	-1%		\$ 308,852	\$ 316,035	\$ (7,183)	-2%		\$ 308,852	\$ 265,565	\$ 43,287	16%
1300 - Customer Service	\$ 2,646	\$ 5,980	\$ (3,334)	-56%		\$ 19,042	\$ 31,970	\$ (12,928)	-40%		\$ 19,042	\$ 30,414	\$ (11,372)	-37%
1400 - Human Resources	\$ 9,697	\$ 16,081	\$ (6,384)	-40%		\$ 21,529	\$ 64,324	\$ (42,795)	-67%		\$ 21,529	\$ 10,669	\$ 10,860	102%
1500 - Information Technology	\$ 22,470	\$ 15,117	\$ 7,353	49%		\$ 54,209	\$ 66,668	\$ (12,459)	-19%		\$ 54,209	\$ 34,046	\$ 20,163	59%
1700 - District Counsel	\$ 877	\$ 1,691	\$ (814)	-48%		\$ 3,912	\$ 6,764	\$ (2,852)	-42%		\$ 3,912	\$ 4,664	\$ (752)	-16%
1800 - Risk Management	\$ 8,750	\$ 20,833	\$ (12,083)	-58%		\$ 22,600	\$ 83,332	\$ (60,732)	-73%		\$ 22,600	\$ 22,408	\$ 192	1%
2200 - Facilities Maintenance	\$ 141,465	\$ 145,873	\$ (4,408)	-3%		\$ 611,787	\$ 591,981	\$ 19,806	3%		\$ 611,787	\$ 537,282	\$ 74,505	14%
3100 - Paratransit Program	\$ 60,970	\$ 74,439	\$ (13,468)	-18%		\$ 218,404	\$ 297,751	\$ (79,347)	-27%		\$ 218,404	\$ 228,641	\$ (10,237)	-4%
3200 - Operations	\$ 38,945	\$ 45,526	\$ (6,581)	-14%		\$ 158,189	\$ 177,840	\$ (19,651)	-11%		\$ 158,189	\$ 203,802	\$ (45,613)	-22%
3300 - Bus Operators	\$ -	\$ 638	\$ (638)	-100%		\$ 1,168	\$ 2,551	\$ (1,383)	-54%		\$ 1,168	\$ 4,164	\$ (2,996)	-72%
4100 - Fleet Maintenance	\$ 203,701	\$ 385,007	\$ (181,306)	-47%		\$ 639,866	\$ 1,552,952	\$ (913,086)	-59%		\$ 639,866	\$ 937,512	\$ (297,646)	-32%
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%		\$ (1)	\$ -	\$ (1)	100%		\$ (1)	\$ -	\$ (1)	100%
9005 - Retired Employee Benefits	\$ -	\$ 1	\$ (1)	-100%		\$ -	\$ 3	\$ (3)	-100%		\$ -	\$ -	\$ -	0%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ 11,848	\$ (11,848)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ 0	\$ (0)	-100%
<b>Subtotal Non-Personnel Expenses</b>	<b>\$ 582,561</b>	<b>\$ 814,936</b>	<b>\$ (232,375)</b>	<b>-29%</b>		<b>\$ 2,143,901</b>	<b>\$ 3,322,116</b>	<b>\$ (1,178,215)</b>	<b>-35%</b>		<b>\$ 2,143,901</b>	<b>\$ 2,367,392</b>	<b>\$ (223,491)</b>	<b>-9%</b>

5-2.03



**FY10**  
**Operating Expenses by Department**  
**For the month ending - October 31, 2009**

	Current Period		Year to Date		YTD Year Over Year Comparison			
	Actual	Budget	Actual	Budget	FY10	FY09	\$ Var	% Var
<b>Total Departmental Expenses</b>	<b>\$ 2,954,483</b>	<b>\$ 3,419,846</b>	<b>\$ 11,640,496</b>	<b>\$ 13,747,943</b>	<b>\$ 11,640,496</b>	<b>\$ 11,534,286</b>	<b>\$ 106,210</b>	<b>1%</b>
700 - SCCIC	\$ -	\$ 4	\$ 260	\$ 358	\$ -	\$ 20	\$ 240	1200%
1100 - Administration	\$ 84,894	\$ 100,585	\$ 341,751	\$ 403,399	\$ 341,751	\$ 423,695	\$ (81,944)	-19%
1200 - Finance	\$ 152,146	\$ 166,742	\$ 641,591	\$ 704,603	\$ 641,591	\$ 451,679	\$ 189,912	42%
1300 - Customer Service	\$ 33,579	\$ 45,050	\$ 142,995	\$ 188,250	\$ 142,995	\$ 174,975	\$ (31,980)	-18%
1400 - Human Resources	\$ 46,254	\$ 66,678	\$ 198,600	\$ 266,712	\$ 198,600	\$ 197,800	\$ 800	0%
1500 - Information Technology	\$ 64,138	\$ 59,178	\$ 224,541	\$ 242,912	\$ 224,541	\$ 198,056	\$ 26,485	13%
1700 - District Counsel	\$ 38,139	\$ 40,896	\$ 153,171	\$ 163,584	\$ 153,171	\$ 143,134	\$ 10,037	7%
1800 - Risk Management	\$ 8,750	\$ 20,833	\$ 22,600	\$ 83,332	\$ 22,600	\$ 22,408	\$ 192	1%
2200 - Facilities Maintenance	\$ 218,981	\$ 233,050	\$ 926,611	\$ 940,689	\$ 926,611	\$ 845,863	\$ 80,748	10%
3100 - Paratransit Program	\$ 321,516	\$ 381,606	\$ 1,262,768	\$ 1,526,424	\$ 1,262,768	\$ 1,208,122	\$ 54,646	5%
3200 - Operations	\$ 201,476	\$ 217,541	\$ 872,218	\$ 888,382	\$ 872,218	\$ 861,687	\$ 10,531	1%
3300 - Bus Operators	\$ 1,136,245	\$ 1,195,693	\$ 4,431,242	\$ 4,767,272	\$ 4,431,242	\$ 4,310,481	\$ 120,761	3%
4100 - Fleet Maintenance	\$ 500,786	\$ 709,752	\$ 1,836,642	\$ 2,851,935	\$ 1,836,642	\$ 2,193,508	\$ (356,866)	-16%
9001 - Cobra Benefits	\$ 1,056	\$ -	\$ 1,391	\$ -	\$ 1,391	\$ 1,388	\$ 3	0%
9005 - Retired Employee Benefits	\$ 146,523	\$ 180,038	\$ 584,115	\$ 720,151	\$ 584,115	\$ 489,622	\$ 94,493	19%
9014 - Operating Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Operating Expenses</b>	<b>\$ 2,954,483</b>	<b>\$ 3,419,846</b>	<b>\$ 11,640,496</b>	<b>\$ 13,747,943</b>	<b>\$ 11,640,496</b>	<b>\$ 11,534,286</b>	<b>\$ 106,210</b>	<b>1%</b>

\*\* does not include depreciation

**Current Period Notes:**

- 1) Human Resources is under budget due to Prof & Tech Fees straight-lined and less than anticipated Training expenses.
- 2) Paratransit Program is under budget due to vacant funded positions and extended leaves.
- 3) Bus Operators is under budget due to vacant funded positions and extended leaves.
- 4) Fleet is under budget due to vacant funded positions and lower than anticipated prices of fuel.
- 5) Retired Employee Benefits is under budget due to the budget being straight lined. ( Medical Premium Rates will increase, effective January 2010. )

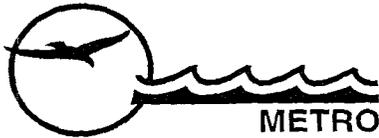
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**FY10**  
**Consolidated Operating Expenses**  
*For the month ending - October 31, 2009*

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<b>LABOR</b>													
501011 Bus Operator Pay	\$ 662,468	\$ 678,292	\$ (15,824)	-2%		\$ 2,536,017	\$ 2,713,170	\$ (177,153)	-7%	\$ 2,536,017	\$ 2,645,712	\$ (109,695)	-4%
501013 Bus Operator Overtime	\$ 142,984	\$ 111,733	\$ 31,251	28%		\$ 516,432	\$ 446,932	\$ 69,500	16%	\$ 516,432	\$ 341,429	\$ 175,003	51%
501021 Other Salaries	\$ 548,701	\$ 560,769	\$ (12,068)	-2%		\$ 2,170,517	\$ 2,272,149	\$ (101,632)	-4%	\$ 2,170,517	\$ 2,074,515	\$ 96,002	5%
501023 Other Overtime	\$ 26,933	\$ 25,296	\$ 1,637	6%		\$ 118,519	\$ 108,169	\$ 10,350	10%	\$ 118,519	\$ 84,318	\$ 34,201	41%
<b>Total Labor -</b>	<b>\$ 1,381,086</b>	<b>\$ 1,376,090</b>	<b>\$ 4,996</b>	<b>0%</b>		<b>\$ 5,341,485</b>	<b>\$ 5,540,420</b>	<b>\$ (198,935)</b>	<b>-4%</b>	<b>\$ 5,341,485</b>	<b>\$ 5,145,974</b>	<b>\$ 195,511</b>	<b>4%</b>
<b>FRINGE BENEFITS</b>													
502011 Medicare/Soc. Sec.	\$ 19,310	\$ 21,577	\$ (2,267)	-11%		\$ 77,145	\$ 86,308	\$ (9,163)	-11%	\$ 77,145	\$ 71,913	\$ 5,232	7%
502021 Retirement	\$ 184,468	\$ 199,902	\$ (15,434)	-8%		\$ 741,187	\$ 799,608	\$ (58,421)	-7%	\$ 741,187	\$ 753,635	\$ (12,448)	-2%
502031 Medical Insurance	\$ 451,666	\$ 528,472	\$ (76,806)	-15%		\$ 1,792,027	\$ 2,113,888	\$ (321,861)	-15%	\$ 1,792,027	\$ 1,631,283	\$ 160,744	10%
502041 Dental Insurance	\$ 38,947	\$ 46,442	\$ (7,495)	-16%		\$ 160,360	\$ 185,768	\$ (25,408)	-14%	\$ 160,360	\$ 157,578	\$ 2,782	2%
502045 Vision Insurance	\$ 11,318	\$ 12,057	\$ (739)	-6%		\$ 45,314	\$ 48,228	\$ (2,914)	-6%	\$ 45,314	\$ 44,398	\$ 916	2%
502051 Life Insurance	\$ 3,594	\$ 4,326	\$ (732)	-17%		\$ 14,048	\$ 17,307	\$ (3,259)	-19%	\$ 14,048	\$ 17,950	\$ (3,902)	-22%
502060 State Disability	\$ 16,028	\$ 26,562	\$ (10,534)	-40%		\$ 65,772	\$ 106,248	\$ (40,476)	-38%	\$ 65,772	\$ 45,848	\$ 19,924	43%
502061 Disability Insurance	\$ 17,075	\$ 22,749	\$ (5,674)	-25%		\$ 69,788	\$ 90,996	\$ (21,208)	-23%	\$ 69,788	\$ 70,660	\$ (872)	-1%
502071 State Unemp. Ins	\$ (74)	\$ 4,434	\$ (4,508)	-102%		\$ 1,098	\$ 17,736	\$ (16,638)	-94%	\$ 1,098	\$ 523	\$ 575	110%
502081 Worker's Comp Ins	\$ 42,504	\$ 85,756	\$ (43,252)	-50%		\$ 197,556	\$ 343,024	\$ (145,468)	-42%	\$ 197,556	\$ 258,049	\$ (60,493)	-23%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 2,582	\$ 36,356	\$ (33,774)	-93%		\$ 54,427	\$ 116,354	\$ (61,927)	-53%	\$ 54,427	\$ 61,614	\$ (7,187)	-12%
502103 Floating Holiday	\$ 3,078	\$ 6,041	\$ (2,963)	-49%		\$ 10,258	\$ 24,167	\$ (13,909)	-58%	\$ 10,258	\$ 4,519	\$ 5,739	127%
502109 Sick Leave	\$ 71,645	\$ 77,938	\$ (6,293)	-8%		\$ 246,699	\$ 311,752	\$ (65,053)	-21%	\$ 246,699	\$ 202,222	\$ 44,477	22%
502111 Annual Leave	\$ 112,458	\$ 131,432	\$ (18,974)	-14%		\$ 605,747	\$ 525,728	\$ 80,019	15%	\$ 605,747	\$ 637,612	\$ (31,865)	-5%
502121 Other Paid Absence	\$ 9,257	\$ 10,657	\$ (1,400)	-13%		\$ 45,850	\$ 42,628	\$ 3,222	8%	\$ 45,850	\$ 38,428	\$ 7,422	19%
502251 Physical Exams	\$ 390	\$ 1,108	\$ (718)	-65%		\$ 2,328	\$ 4,432	\$ (2,104)	-47%	\$ 2,328	\$ 1,670	\$ 658	39%
502253 Driver Lic Renewal	\$ 296	\$ 367	\$ (71)	-19%		\$ 1,185	\$ 1,468	\$ (283)	-19%	\$ 1,185	\$ 442	\$ 743	168%
502999 Other Fringe Benefits	\$ 6,294	\$ 12,443	\$ (6,149)	-49%		\$ 24,321	\$ 49,771	\$ (25,450)	-51%	\$ 24,321	\$ 22,575	\$ 1,746	8%
<b>Total Fringe Benefits -</b>	<b>\$ 990,836</b>	<b>\$ 1,228,619</b>	<b>\$ (237,783)</b>	<b>-19%</b>		<b>\$ 4,155,110</b>	<b>\$ 4,885,411</b>	<b>\$ (730,301)</b>	<b>-15%</b>	<b>\$ 4,155,110</b>	<b>\$ 4,020,919</b>	<b>\$ 134,191</b>	<b>3%</b>
<b>Total Personnel Expenses -</b>	<b>\$ 2,371,922</b>	<b>\$ 2,604,709</b>	<b>\$ (232,787)</b>	<b>-9%</b>	<b>1</b>	<b>\$ 9,496,595</b>	<b>\$ 10,425,831</b>	<b>\$ (929,236)</b>	<b>-9%</b>	<b>\$ 9,496,595</b>	<b>\$ 9,166,893</b>	<b>\$ 329,702</b>	<b>4%</b>

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**FY10**  
**Consolidated Operating Expenses**  
**For the month ending - October 31, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	Actual FY10	FY09	\$ Var	% Var
<b>SERVICES</b>													
503011 Acctg & Audit Fees	\$ 13,000	\$ 13,858	\$ (858)	-6%		\$ 35,700	\$ 37,374	\$ (1,674)	-4%	\$ 35,700	\$ 26,700	\$ 9,000	34%
503012 Admin & Bank Fees	\$ 1,469	\$ 1,413	\$ 56	4%		\$ 51,045	\$ 55,572	\$ (4,527)	-8%	\$ 51,045	\$ 49,818	\$ 1,227	2%
503031 Prof & Tech Fees	\$ 15,267	\$ 32,644	\$ (17,377)	-53%	2	\$ 44,695	\$ 113,408	\$ (68,713)	-61%	\$ 44,695	\$ 39,887	\$ 4,808	12%
503032 Legislative Services	\$ 7,500	\$ 8,617	\$ (1,117)	-13%		\$ 30,000	\$ 34,468	\$ (4,468)	-13%	\$ 30,000	\$ 30,000	\$ -	0%
503033 Legal Services	\$ 1,851	\$ 4,583	\$ (2,732)	-60%		\$ 6,173	\$ 18,332	\$ (12,159)	-66%	\$ 6,173	\$ -	\$ 6,173	100%
503034 Pre-Employ Exams	\$ 832	\$ 1,037	\$ (205)	-20%		\$ 3,811	\$ 4,148	\$ (337)	-8%	\$ 3,811	\$ 2,852	\$ 959	34%
503041 Temp Help	\$ 24,845	\$ -	\$ 24,845	100%	3	\$ 80,614	\$ -	\$ 80,614	100%	\$ 80,614	\$ 51,220	\$ 29,394	57%
503161 Custodial Services	\$ 5,975	\$ 5,508	\$ 467	8%		\$ 20,716	\$ 22,032	\$ (1,316)	-6%	\$ 20,716	\$ 23,184	\$ (2,468)	-11%
503162 Uniform & Laundry	\$ 1,736	\$ 3,668	\$ (1,932)	-53%		\$ 7,584	\$ 14,672	\$ (7,088)	-48%	\$ 7,584	\$ 14,167	\$ (6,583)	-46%
503171 Security Services	\$ 30,560	\$ 33,984	\$ (3,424)	-10%		\$ 114,277	\$ 135,576	\$ (21,299)	-16%	\$ 114,277	\$ 117,977	\$ (3,700)	-3%
503221 Classified/Legal Ads	\$ 954	\$ 2,200	\$ (1,246)	-57%		\$ 2,398	\$ 8,800	\$ (6,402)	-73%	\$ 2,398	\$ 5,741	\$ (3,343)	-58%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 333	\$ (333)	-100%		\$ -	\$ 1,332	\$ (1,332)	-100%	\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 1,429	\$ 6,375	\$ (4,946)	-78%		\$ 14,962	\$ 25,500	\$ (10,538)	-41%	\$ 14,962	\$ 30,652	\$ (15,690)	-51%
503352 Repair - Equipment	\$ 34,243	\$ 32,660	\$ 1,583	5%		\$ 165,242	\$ 161,118	\$ 4,124	3%	\$ 165,242	\$ 109,893	\$ 55,349	50%
503353 Repair - Rev Vehicle	\$ 48,305	\$ 36,442	\$ 11,863	33%	4	\$ 119,905	\$ 145,768	\$ (25,863)	-18%	\$ 119,905	\$ 186,171	\$ (66,266)	-36%
503354 Repair - Non Rev Vehicle	\$ -	\$ 2,625	\$ (2,625)	-100%		\$ 7,460	\$ 10,500	\$ (3,040)	-29%	\$ 7,460	\$ 10,537	\$ (3,077)	-29%
503363 Haz Mat Disposal	\$ 2,125	\$ 2,083	\$ 42	2%		\$ 13,250	\$ 8,332	\$ 4,918	59%	\$ 13,250	\$ 15,769	\$ (2,519)	-16%
<b>Total Services -</b>	<b>\$ 190,091</b>	<b>\$ 188,030</b>	<b>\$ 2,061</b>	<b>1%</b>		<b>\$ 717,832</b>	<b>\$ 796,932</b>	<b>\$ (79,100)</b>	<b>-10%</b>	<b>\$ 717,832</b>	<b>\$ 714,568</b>	<b>\$ 3,264</b>	<b>0%</b>
<b>MOBILE MATERIALS AND SUPPLIES</b>													
504011 Fuels & Lube Non Rev Veh	\$ 22,798	\$ 17,283	\$ 5,515	32%		\$ 55,843	\$ 69,132	\$ (13,289)	-19%	\$ 55,843	\$ 67,063	\$ (11,220)	-17%
504012 Fuels & Lube Rev Veh	\$ 128,884	\$ 270,417	\$ (141,533)	-52%	5	\$ 366,215	\$ 1,081,668	\$ (715,453)	-66%	\$ 366,215	\$ 654,731	\$ (288,516)	-44%
504021 Tires & Tubes	\$ 12,550	\$ 17,750	\$ (5,200)	-29%		\$ 50,755	\$ 71,000	\$ (20,245)	-29%	\$ 50,755	\$ 88,382	\$ (37,627)	-43%
504161 Other Mobile Supplies	\$ -	\$ 858	\$ (858)	-100%		\$ 157	\$ 3,432	\$ (3,275)	-95%	\$ 157	\$ 4,078	\$ (3,921)	-96%
504191 Rev Vehicle Parts	\$ 15,849	\$ 68,083	\$ (52,234)	-77%	6	\$ 129,097	\$ 272,332	\$ (143,235)	-53%	\$ 129,097	\$ 16,362	\$ 112,735	689%
<b>Total Mobile Materials &amp; Supplies -</b>	<b>\$ 180,081</b>	<b>\$ 374,391</b>	<b>\$ (194,310)</b>	<b>-52%</b>		<b>\$ 602,067</b>	<b>\$ 1,497,564</b>	<b>\$ (895,497)</b>	<b>-60%</b>	<b>\$ 602,067</b>	<b>\$ 830,616</b>	<b>\$ (228,549)</b>	<b>-28%</b>

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**FY10**  
**Consolidated Operating Expenses**  
**For the month ending - October 31, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10	FY09	\$ Var	% Var
<b><u>OTHER MATERIALS &amp; SUPPLIES</u></b>													
504205 Freight Out	\$ 182	\$ 300	\$ (118)	-39%		\$ 453	\$ 1,200	\$ (747)	-62%	\$ 453	\$ 995	\$ (542)	-54%
504211 Postage & Mailing	\$ 157	\$ 1,939	\$ (1,782)	-92%		\$ 4,180	\$ 9,256	\$ (5,076)	-55%	\$ 4,180	\$ 4,021	\$ 159	4%
504214 Promotional Items	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
504215 Printing	\$ 1,051	\$ 5,329	\$ (4,278)	-80%	7	\$ 22,120	\$ 30,613	\$ (8,493)	-28%	\$ 22,120	\$ 25,765	\$ (3,645)	-14%
504217 Photo Supply/Processing	\$ 194	\$ 825	\$ (631)	-76%		\$ 389	\$ 3,300	\$ (2,911)	-88%	\$ 389	\$ 3,217	\$ (2,828)	-88%
504311 Office Supplies	\$ 4,234	\$ 7,353	\$ (3,119)	-42%		\$ 22,638	\$ 29,412	\$ (6,774)	-23%	\$ 22,638	\$ 28,611	\$ (5,973)	-21%
504315 Safety Supplies	\$ 1,023	\$ 2,792	\$ (1,769)	-63%		\$ 5,277	\$ 11,168	\$ (5,891)	-53%	\$ 5,277	\$ 7,839	\$ (2,562)	-33%
504317 Cleaning Supplies	\$ 2,677	\$ 4,934	\$ (2,257)	-46%		\$ 10,298	\$ 19,733	\$ (9,435)	-48%	\$ 10,298	\$ 13,656	\$ (3,358)	-25%
504409 Repair/Maint Supplies	\$ 3,987	\$ 4,775	\$ (788)	-17%		\$ 14,871	\$ 19,100	\$ (4,229)	-22%	\$ 14,871	\$ 24,652	\$ (9,781)	-40%
504421 Non-Inventory Parts	\$ 365	\$ 4,463	\$ (4,098)	-92%	8	\$ 5,641	\$ 17,851	\$ (12,210)	-68%	\$ 5,641	\$ 25,643	\$ (20,002)	-78%
504511 Small Tools	\$ 336	\$ 875	\$ (539)	-62%		\$ 1,324	\$ 3,500	\$ (2,176)	-62%	\$ 1,324	\$ 2,668	\$ (1,344)	-50%
504515 Employee Tool Rplcmnt	\$ -	\$ 225	\$ (225)	-100%		\$ 624	\$ 900	\$ (276)	-31%	\$ 624	\$ 505	\$ 119	24%
<b>Total Other Materials &amp; Supplies -</b>	<b>\$ 14,206</b>	<b>\$ 33,810</b>	<b>\$ (19,604)</b>	<b>-58%</b>		<b>\$ 87,815</b>	<b>\$ 146,033</b>	<b>\$ (58,218)</b>	<b>-40%</b>	<b>\$ 87,815</b>	<b>\$ 137,572</b>	<b>\$ (49,757)</b>	<b>-36%</b>
<b><u>UTILITIES</u></b>													
505011 Gas & Electric	\$ 14,942	\$ 19,101	\$ (4,159)	-22%		\$ 62,235	\$ 76,404	\$ (14,169)	-19%	\$ 62,235	\$ 62,229	\$ 6	0%
505021 Water & Garbage	\$ 13,243	\$ 10,682	\$ 2,561	24%		\$ 46,283	\$ 42,725	\$ 3,558	8%	\$ 46,283	\$ 45,115	\$ 1,168	3%
505031 Telecommunications	\$ 7,224	\$ 12,298	\$ (5,074)	-41%		\$ 35,333	\$ 49,192	\$ (13,859)	-28%	\$ 35,333	\$ 32,234	\$ 3,099	10%
<b>Total Utilities -</b>	<b>\$ 35,409</b>	<b>\$ 42,081</b>	<b>\$ (6,672)</b>	<b>-16%</b>		<b>\$ 143,851</b>	<b>\$ 168,321</b>	<b>\$ (24,470)</b>	<b>-15%</b>	<b>\$ 143,851</b>	<b>\$ 139,578</b>	<b>\$ 4,273</b>	<b>3%</b>
<b><u>CASUALTY &amp; LIABILITY</u></b>													
506011 Insurance - Property	\$ 8,389	\$ 10,158	\$ (1,769)	-17%		\$ 33,556	\$ 40,632	\$ (7,076)	-17%	\$ 33,556	\$ 23,648	\$ 9,908	42%
506015 Insurance - PL & PD	\$ 38,101	\$ 43,775	\$ (5,674)	-13%		\$ 152,404	\$ 175,100	\$ (22,696)	-13%	\$ 152,404	\$ 162,104	\$ (9,700)	-6%
506021 Insurance - Other	\$ -	\$ 800	\$ (800)	-100%		\$ -	\$ 800	\$ (800)	-100%	\$ -	\$ 711	\$ (711)	-100%
506123 Settlement Costs	\$ 5,891	\$ 12,500	\$ (6,609)	-53%	9	\$ 12,024	\$ 50,000	\$ (37,976)	-76%	\$ 12,024	\$ 21,898	\$ (9,874)	-45%
506127 Repairs - Dist Prop	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ (22,843)	\$ 22,843	-100%
<b>Total Casualty &amp; Liability -</b>	<b>\$ 52,381</b>	<b>\$ 67,233</b>	<b>\$ (14,852)</b>	<b>-22%</b>		<b>\$ 197,984</b>	<b>\$ 266,532</b>	<b>\$ (68,548)</b>	<b>-26%</b>	<b>\$ 197,984</b>	<b>\$ 185,518</b>	<b>\$ 12,466</b>	<b>7%</b>
<b><u>TAXES</u></b>													
507051 Fuel Tax	\$ 1,303	\$ 1,209	\$ 94	8%		\$ 3,652	\$ 4,836	\$ (1,184)	-24%	\$ 3,652	\$ 2,138	\$ 1,514	71%
507201 Licenses & permits	\$ 1,113	\$ 1,158	\$ (45)	-4%		\$ 6,883	\$ 4,632	\$ 2,251	49%	\$ 6,883	\$ 2,397	\$ 4,486	187%
507999 Other Taxes	\$ 4,828	\$ 860	\$ 3,968	461%	10	\$ 7,313	\$ 5,002	\$ 2,311	46%	\$ 7,313	\$ 3,335	\$ 3,978	119%
<b>Total Utilities -</b>	<b>\$ 7,244</b>	<b>\$ 3,227</b>	<b>\$ 4,017</b>	<b>124%</b>		<b>\$ 17,848</b>	<b>\$ 14,470</b>	<b>\$ 3,378</b>	<b>23%</b>	<b>\$ 17,848</b>	<b>\$ 7,870</b>	<b>\$ 9,978</b>	<b>127%</b>

5-2.07



**FY10**  
**Consolidated Operating Expenses**  
**For the month ending - October 31, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10	Actual	FY09	\$ Var	% Var
<b><u>PURCHASED TRANSPORTATION</u></b>														
503406 Contr/Paratrans	\$ 29,180	\$ 20,833	\$ 8,347	40%	11	\$ 87,132	\$ 83,332	\$ 3,800	5%		\$ 87,132	\$ 53,486	\$ 33,646	63%
Total Purchased Transportation -	\$ 29,180	\$ 20,833	\$ 8,347	40%		\$ 87,132	\$ 83,332	\$ 3,800	5%		\$ 87,132	\$ 53,486	\$ 33,646	63%
<b><u>MISC</u></b>														
509011 Dues & Subscriptions	\$ 5,386	\$ 5,485	\$ (99)	-2%		\$ 20,883	\$ 22,940	\$ (2,057)	-9%		\$ 20,883	\$ 21,589	\$ (706)	-3%
509085 Advertising - Rev Product	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ 304	\$ 2,863	\$ (2,579)	-89%		\$ 896	\$ 11,532	\$ (10,636)	-92%		\$ 896	\$ 3,744	\$ (2,848)	-76%
509121 Employee Training	\$ 43	\$ 4,739	\$ (4,696)	-99%	12	\$ 1,725	\$ 25,156	\$ (23,431)	-93%		\$ 1,725	\$ 11,281	\$ (9,556)	-85%
509123 Travel	\$ 5,849	\$ 7,232	\$ (1,383)	-19%		\$ 16,878	\$ 28,927	\$ (12,049)	-42%		\$ 16,878	\$ 16,861	\$ 17	0%
509125 Local Meeting Exp	\$ 283	\$ 413	\$ (130)	-31%		\$ 687	\$ 1,650	\$ (963)	-58%		\$ 687	\$ 997	\$ (310)	-31%
509127 Board Director Fees	\$ 450	\$ 1,100	\$ (650)	-59%		\$ 2,350	\$ 4,400	\$ (2,050)	-47%		\$ 2,350	\$ 3,550	\$ (1,200)	-34%
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%		\$ -	\$ 216	\$ (216)	-100%		\$ -	\$ -	\$ -	0%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
509198 Cash Over/Short	\$ 12	\$ 41	\$ (29)	-71%		\$ 96	\$ 167	\$ (71)	-43%		\$ 96	\$ (233)	\$ 329	-141%
Total Misc -	\$ 12,327	\$ 21,947	\$ (9,620)	-44%		\$ 43,515	\$ 94,988	\$ (51,473)	-54%		\$ 43,515	\$ 57,789	\$ (14,274)	-25%
<b><u>LEASES &amp; RENTALS</u></b>														
512011 Facility Rentals	\$ 60,529	\$ 61,030	\$ (501)	-1%		\$ 241,926	\$ 244,120	\$ (2,194)	-1%		\$ 241,926	\$ 234,131	\$ 7,795	3%
512061 Equipment Rentals	\$ 1,114	\$ 2,355	\$ (1,241)	-53%		\$ 3,932	\$ 9,820	\$ (5,888)	-60%		\$ 3,932	\$ 6,261	\$ (2,329)	-37%
Total Leases & Rentals -	\$ 61,643	\$ 63,385	\$ (1,742)	-3%		\$ 245,858	\$ 253,940	\$ (8,082)	-3%		\$ 245,858	\$ 240,392	\$ 5,466	2%
<b>Total Non-Personnel Expenses -</b>	<b>\$ 582,562</b>	<b>\$ 814,937</b>	<b>\$ (232,375)</b>	<b>-29%</b>		<b>\$ 2,143,902</b>	<b>\$ 3,322,112</b>	<b>\$ (1,178,210)</b>	<b>-35%</b>		<b>\$ 2,143,902</b>	<b>\$ 2,367,389</b>	<b>\$ (223,487)</b>	<b>-9%</b>
<b>TOTAL OPERATING EXPENSE -</b>	<b>\$ 2,954,484</b>	<b>\$ 3,419,646</b>	<b>\$ (465,162)</b>	<b>-14%</b>		<b>\$ 11,640,497</b>	<b>\$ 13,747,943</b>	<b>\$ (2,107,446)</b>	<b>-15%</b>		<b>\$ 11,640,497</b>	<b>\$ 11,534,282</b>	<b>\$ 106,215</b>	<b>1%</b>

\*\* does not include depreciation

**Current Period Notes:**

- 1) **Total Personnel Expenses** are below budget due to vacant funded positions and extended leaves, as well as lower than anticipated medical and worker's comp insurance costs.
- 2) **Prof & Tech Fees** are under budget due to straight lining of the budget.
- 3) **Temp Help** is over budget due to vacant funded positions and extended leaves. (Expense is offset by savings in personnel expense.)
- 4) **Repair - Rev Vehicle** is over budget due to inability to anticipate when repair costs will be incurred.
- 5) **Fuels & Lube Rev Veh** is under budget due to lower than anticipated prices of fuel.
- 6) **Rev Veh Parts** is under budget due to cost cutting measures in place.

5-2.08

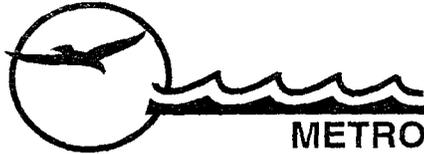


**FY10**  
**Consolidated Operating Expenses**  
*For the month ending - October 31, 2009*

Current Period					Year to Date				YTD Year Over Year Comparison			
<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY10</u>	<u>FY09</u>	<u>\$ Var</u>	<u>% Var</u>

- 7) **Printing** is under budget due to the straight lining of the budget for printing for most departments.
- 8) **Non-Inventory Parts** is under budget due to cost cutting measures in place.
- 9) **Settlement costs** are under budget due to less than anticipated settlement costs for the month.
- 10) **Other Taxes** is over budget due to SVT related expenses (Bluebonnet Wastewater) budgeted as being paid in November, while payments were actually made in October 2009.
- 11) **Contr/Paratrans** is over budget. Rides required for the month exceeded the amount budgeted.
- 12) **Employee Training** is under budget due to straight-lining of the budget.

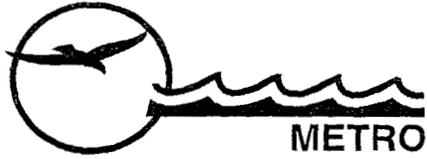
5-2.09



**FY2010**  
**CAPITAL BUDGET**  
*For the month ending - October 31, 2009*

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Grant-Funded Projects</u></b>				
MetroBase Maintenance Facility	\$ 1,220,211	\$ 4,200,000	\$ 2,979,789	29%
MetroBase Operations Facility	\$ -	\$ -	\$ -	0%
Purchase Smartcard Farebox System (ARRA)	\$ -	\$ 2,267,000	\$ 2,267,000	0%
Purchase & Renovation of Vernon Bldg	\$ 1,129,260	\$ 2,400,000	\$ 1,270,740	47%
Pacific Station Project (TCRP)	\$ 900	\$ 2,100,000	\$ 2,099,100	0%
Purchase 27 ParaCruz Vehicles (ARRA)	\$ -	\$ 1,750,000	\$ 1,750,000	0%
Transit Mgmt. Info. Technology (ARRA)	\$ 86	\$ 1,264,873	\$ 1,264,787	0%
2nd LNG Storage Tank & Process Equipment	\$ -	\$ 1,000,000	\$ 1,000,000	0%
Facilities Video Surveillance (OHS-1B)	\$ -	\$ 220,000	\$ 220,000	0%
Fleet Radios/Surveillance (OHS-1B)	\$ -	\$ 202,457	\$ 202,457	0%
Comprehensive Security & Surveillance Sys (OHS-1B)	\$ -	\$ 440,505	\$ 440,505	0%
Trapeze Pass Interactive Voice Response System	\$ 22,427	\$ 91,141	\$ 68,714	25%
<b>Subtotal Grant Funded Projects</b>	<b>\$ 2,372,884</b>	<b>\$ 15,935,976</b>	<b>\$ 13,563,092</b>	<b>15%</b>
<b><u>IT Projects</u></b>				
Replace Fleet & Facilities Maintenance Software	\$ 7,906	\$ 470,000	\$ 462,094	2%
HR Software Upgrade	\$ -	\$ 250,000	\$ 250,000	0%
Upgrade District Phone System	\$ 6,844	\$ 77,825	\$ 70,981	9%
Microsoft Office 2007 Pro Upgrade	\$ -	\$ 55,000	\$ 55,000	0%
Trapeze Pass Customer Certification Software	\$ 9,738	\$ 46,000	\$ 36,262	21%
Automated Purchasing System Software	\$ -	\$ 40,000	\$ 40,000	0%
Digital ID Card Processing Equipment	\$ 8,081	\$ 17,000	\$ 8,919	48%
Upgrade GFI software to System 7 Version 2	\$ 735	\$ 12,584	\$ 11,849	6%
3 Laptop PC's for ParaCruz	\$ 5,468	\$ 6,000	\$ 532	91%
2 Laptop/Docking Stations for HR	\$ 3,645	\$ 4,500	\$ 855	81%
<b>Subtotal IT Projects</b>	<b>\$ 42,417</b>	<b>\$ 978,909</b>	<b>\$ 936,492</b>	<b>4%</b>
<b><u>Facilities Repair &amp; Improvements</u></b>				
MTC Lane Four Shelter Replacement	\$ -	\$ 55,000	\$ 55,000	0%
Replace Roof - Watsonville Transit Center Main Building	\$ 23	\$ 55,000	\$ 54,977	0%
Repair, Reseal, and Restripe - Greyhound Lot	\$ -	\$ 24,000	\$ 24,000	0%
Repair, Reseal, Restripe (Sinkholes) - Operations	\$ 3,991	\$ 20,000	\$ 16,009	20%
<b>Subtotal Facilities Repairs &amp; Improvements Projects</b>	<b>\$ 4,014</b>	<b>\$ 154,000</b>	<b>\$ 149,986</b>	<b>3%</b>

5-2.a.10



**FY2010  
CAPITAL BUDGET**  
*For the month ending - October 31, 2009*

	<u>YTD Actual</u>		<u>FY10 Budget</u>		<u>Remaining Budget</u>		<u>% Spent YTD</u>
<b><u>Revenue Vehicle Replacement</u></b>							
Highway 17 Buses (5) - VTA - (Measure A)	\$	-	\$	2,500,000	\$	2,500,000	0%
<b>Subtotal Revenue Vehicle Replacements</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>2,500,000</b>	<b>\$</b>	<b>2,500,000</b>	<b>0%</b>
<b><u>Non-Revenue Vehicle Replacement</u></b>							
NONE	\$	-	\$	-	\$	-	0%
<b>Subtotal Non-Revenue Vehicle Replacements</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
<b><u>Maint Equipment</u></b>							
Cumming Engine Tool (Liner Indicator)	\$	-	\$	1,200	\$	1,200	0%
Cumming Engine Tool (Part # 3376915)	\$	-	\$	1,200	\$	1,200	0%
<b>Subtotal Non-Revenue Vehicle Replacements</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>2,400</b>	<b>\$</b>	<b>2,400</b>	<b>0%</b>
<b><u>Office Equipment</u></b>							
NONE	\$	-	\$	-	\$	-	0%
<b>Subtotal Office Equipment</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$</b>	<b>2,419,315</b>	<b>\$</b>	<b>19,571,285</b>	<b>\$</b>	<b>17,151,970</b>	<b>12%</b>

5-2.911



**FY2010  
CAPITAL BUDGET**  
*For the month ending - October 31, 2009*

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>CAPITAL FUNDING</u></b>				
Federal Capital Grants	\$ 22,513	\$ 8,605,764	\$ 8,583,250	0%
State / PTMISEA 1B	\$ 1,220,213	\$ 4,446,429	\$ 3,226,216	27%
State/Other Capital Grants (Measure A - VTA)	\$ -	\$ 2,500,000	\$ 2,500,000	0%
State/Other Capital Grants (TCRP)	\$ 900	\$ 682,017	\$ 681,117	0%
State Security Bond Funds (1B)	\$ -	\$ 862,962	\$ 862,962	0%
STA Funding (Prior Year)	\$ 46,430	\$ 1,163,858	\$ 1,117,428	4%
STA Funding (Current Year)	\$ -	\$ -	\$ -	0%
District Reserves (Lawsuit & Sakata Proceeds)	\$ 1,129,259	\$ 1,310,255	\$ 180,997	86%
Capital Cash Reserves	\$ -	\$ -	\$ -	100%
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 2,419,315</b>	<b>\$ 19,571,285</b>	<b>\$ 17,151,970</b>	<b>12%</b>

5-2.9.12



## **AGENDA**

**DECEMBER 16, 2009 - 6:00 PM  
PACIFIC STATION CONFERENCE ROOM  
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF APPROVAL OF MINUTES OF NOVEMBER 18, 2009**
- 5. ACCEPT AND FILE RIDERSHIP REPORT FOR SEPTEMBER 2009**
- 6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR SEPTEMBER 2009**
- 7. REPORT BY MAC REPRESENTATIVE OF OTHER TRANSIT RELATED MEETINGS**
- 8. CONSIDERATION OF 2010 MAC MEETING SCHEDULE**
- 9. DISCUSSION OF THE CURRENT COMPLAINTS PROCEDURES**
- 10. CONSIDERATION OF MAC'S REQUEST TO VIEW THE FILED COMPLAINTS**
- 11. DISCUSSION OF PRESSURE WASHING BUS STOPS**
- 12. DISCUSSION OF THE 9800 SERIES BUSES**
- 13. DISCUSSION OF INTERIOR LIGHTING POLICY ON BUSES**
- 14. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 15. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 16. ITEMS FOR NEXT MEETING AGENDA**
- 17. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, JANUARY 20, 2010, AT 6:00 PM  
PACIFIC STATION CONFERENCE ROOM*

**5-4.1**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes - METRO Advisory Committee (MAC)**

**October 21, 2009**

The METRO Advisory Committee (MAC) met on Wednesday, October 21, 2009 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Naomi Gunther called the meeting to order at 6:07 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

Naomi Gunther, Chair  
Mara Murphy  
Dennis "Pop" Papadopulo  
Stuart Rosenstein  
Charlotte Walker  
Dave Williams

**MEMBERS ABSENT**

Robert Yount, Vice Chair

**VISITORS PRESENT**

Bonnie Morr, UTU

**STAFF PRESENT**

Mary Ferrick, Fixed Route Superint.  
Margaret Gallagher, District Counsel  
April Warnock, Paratransit Superint.

**2. AGENDA ADDITIONS/DELETIONS**

None.

**3. ORAL/WRITTEN COMMUNICATION**

**MARA MURPHY ARRIVED**

Written:

None.

Oral:

Charlotte Walker reported that she wrote a letter to the Santa Cruz County Fair Board of Directors and has contacted several individuals regarding "Shuttle Service" for the Santa Cruz County Fair 2010 and yearly there after. Ms. Walker used the Capitola Begonia Festival as an example of having shuttle service for the attending public, which was paid for by the City of Capitola.

Ms. Walker said she was unable to attend this year's Santa Cruz County Fair due to the lack of transportation within a half-mile of the fairgrounds. Ms. Walker feels that shuttle service to and from the Santa Cruz County Fair would be a great benefit for many county residents.

5-4.2

Kim Coleman introduced herself and stated the reason for her attending this meeting was to voice her displeasure of a recent bad experience she had on the Highway 17 Express at 6:20 am on October 2, 2009.

Ms. Coleman reported that she boarded the bus while searching for her bus pass and requested additional time to retrieve her pass from her purse. Ms. Coleman has done this in the past as a frequent METRO rider.

The bus operator disregarded the request and was demeaning towards Ms. Coleman by telling her to sit in the senior/disabled area and get the bus pass, which she did because she felt she had no choice and she did not want to be standing looking for her pass while the bus was moving. The bus operator stated that she was holding up the bus and other people had to go to work.

Ms. Coleman found and showed her bus pass along with her County Employee ID. As Ms. Coleman moved to another seat on the bus, the operator drove away causing her to fight for her balance as she bounced into the seat.

Ms. Coleman stated that she has witnessed a constant display of good customer service from other bus operators since this incident and knows this experience is not reflective of the whole METRO system.

**4. CONSIDERATION OF APPROVAL OF MINUTES OF SEPTEMBER 16, 2009**

**ACTION: MOTION: DAVE WILLIAMS SECOND: DENNIS "POP" PAPADOPULO**

**ACCEPT AND FILE MINUTES OF THE SEPTEMBER 16, 2009 MEETING AS PRESENTED**

**Motion passed with Vice Chair Robert Yount being absent.**

**5. ACCEPT AND FILE RIDERSHIP REPORT FOR JULY 2009**

There was discussion of the differences in the reports from 2008 to 2009. The 2009 report indicates grayed out lines for "Routes" that do not run in the summer vs. the 2008 report that only listed the Summer Supplemental route, which is listed as route 27x on the 2009 report.

**6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR JUNE 2009**

Dave Williams read in the report that due to a disruption to ParaCruz's data collection program the unavailable data would be collected and provided at the September 25<sup>th</sup> Board of Directors meeting. Mr. Williams asked if that had been done and if MAC was going to receive the corrected report.

April Warnock said ParaCruz has not been able to access the data to correct the report.

**7. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**

None.

**8. DISCUSSION OF THE WEBSITE AND ROUTE MAP REDESIGN PROJECTS**

April Warnock reported that the revisions requested by MAC members regarding the "Route Map Redesigns" were presented to E & D TAC at their last meeting.

**9. CONSIDERATION OF SIGNAGE FOR PARACRUZ PICK UP AND DROP OFF AREA AT THE WATSONVILLE TRANSIT CENTER**

April Warnock reported that BSAC had a lengthy discussion regarding content and placement of the signs at the Watsonville Transit Center and is in the process of developing the signs for installation there.

There will be a paratransit-loading zone and the signs will give directions to the location of the loading zone area.

**10. DISTRIBUTION OF MAC VOUCHERS**

Ciro Aguirre distributed METRO MAC vouchers to the MAC members at this time.

**11. COMMUNICATIONS TO METRO GENERAL MANAGER**

None

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

None

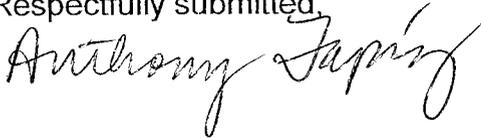
**13. ITEMS FOR NEXT MEETING AGENDA**

- Discussion of the Current Complaints Procedures
- Consideration of MAC's Request to See the Filed Complaints
- Discussion of Pressure Washing Bus Stops
- Discussion of the Website and Route Map Redesign Projects
- Discussion of MAC Members Appointments Expiring

**ADJOURN**

There being no further business, Chair Naomi Gunther thanked everyone for participating and adjourned the meeting at 6:45 p.m.

Respectfully submitted,



*for* KAREN BLIGHT  
Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18<sup>th</sup>, 2009  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004. This service had been delivered under contract since 1992.
- Discussion of ParaCruz Operations Status Report.
- Attachment A: On-time Performance Chart displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”. The monthly Customer Service Reports summary is included.
- Attachment B: Report of ParaCruz’ operating statistics. Performance Averages and Performance Goals are reflected in the Comparative Operating Statistics Table in order to establish and compare actual performance measures, as performance is a critical indicator as to ParaCruz’ efficiency.
- Attachments C, D, E, F, G: ParaCruz Performance Charts display trends in rider-ship and mileage spanning a period of three years. Graph G is a graphical display reporting use of sub-contracted taxi companies for each month.
- Attachment H: Current calendar year’s statistical information on the number of ParaCruz in-person eligibility assessments, including a comparison to past years, since implementation in August of 2002.

5-5.1

### **III. DISCUSSION**

In the month of October 2009, ParaCruz performed 304 fewer rides than October of 2008, which was a record-breaking month with 8766 rides. This difference in the number of rides is directly related to October of 2008 having 23 working/weekdays, and October of 2009 having 22 working/weekdays.

In the Comparative Operating Statistics Reports, call center figures are unavailable due to the district -wide installation of the VOIP telephone system.

### **IV. FINANCIAL CONSIDERATIONS**

NONE

### **V. ATTACHMENTS**

- Attachment A:** ParaCruz On-time Performance Charts
- Attachment B:** Comparative Operating Statistics Tables
- Attachment C:** Number of Rides Comparison Chart
- Attachment D:** Shared vs. Total Rides Chart
- Attachment E:** Mileage Comparison Chart
- Attachment F:** Year To Date Mileage Chart
- Attachment G:** Daily Drivers vs. Subcontractor Rides Charts
- Attachment H:** Eligibility Chart

<b>ParaCruz On-time Performance Report</b>		
	<b>October 2008</b>	<b>October 2009</b>
Total pick ups	8766	8462
<b>Percent in "ready window"</b>	<b>93.67%</b>	<b>95.95%</b>
1 to 5 minutes late	2.67%	1.93%
6 to 10 minutes late	1.71%	.95%
11 to 15 minutes late	.85%	.54%
16 to 20 minutes late	.57%	.32%
21 to 25 minutes late	.19%	.15%
26 to 30 minutes late	.21%	.04%
31 to 35 minutes late	.05%	.06%
36 to 40 minutes late	.05%	.02%
41 or more minutes late (excessively late/missed trips)	.07%	.05%
<b>Total beyond "ready window"</b>	<b>6.33%</b>	<b>4.05%</b>

During the month of October 2009, ParaCruz received two (2) compliments and six (6) Customer Service complaints. Three of complaints were not valid.

5-5.a1

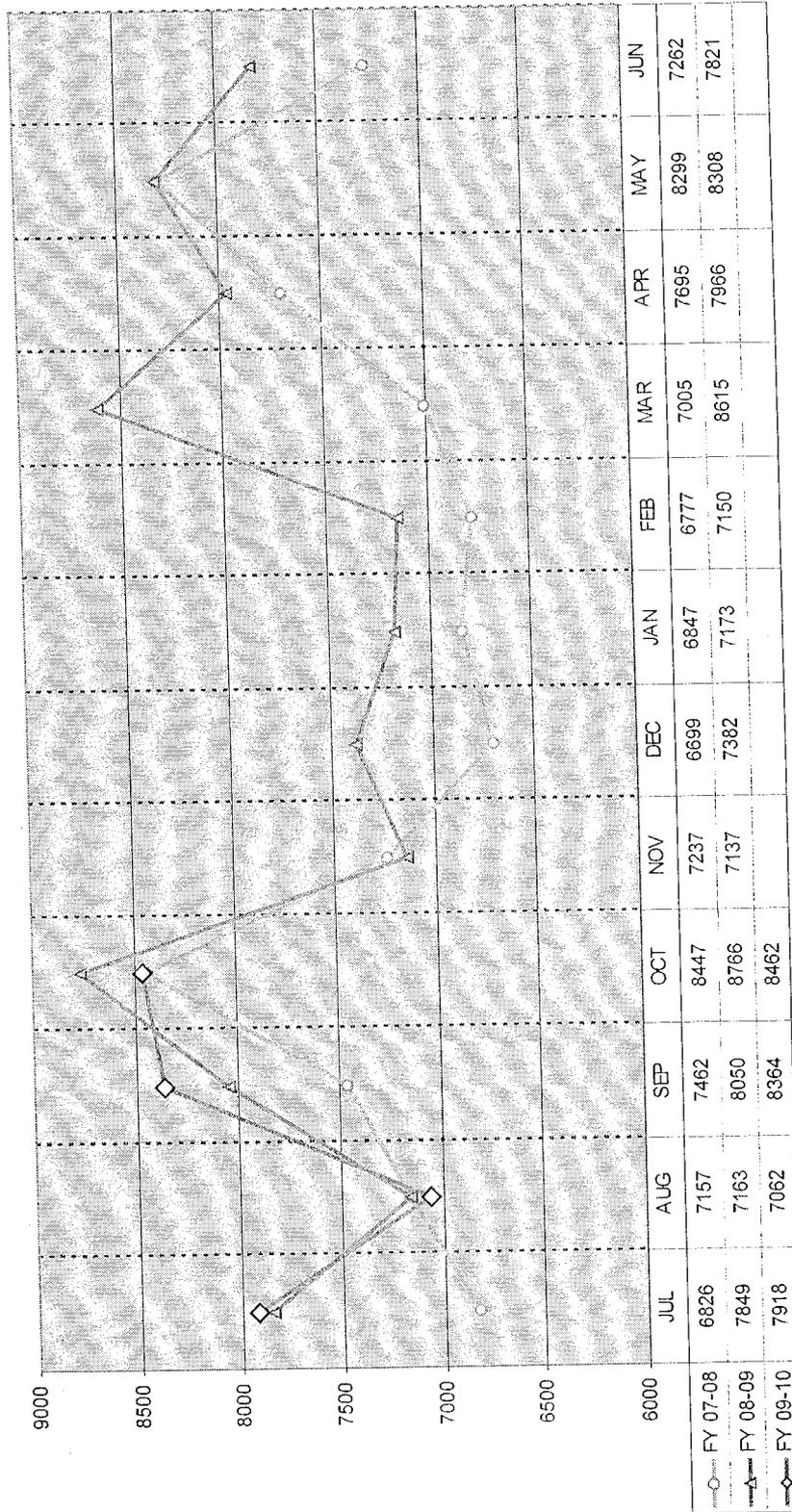
Board of Directors  
Board Meeting December 18<sup>th</sup>, 2009

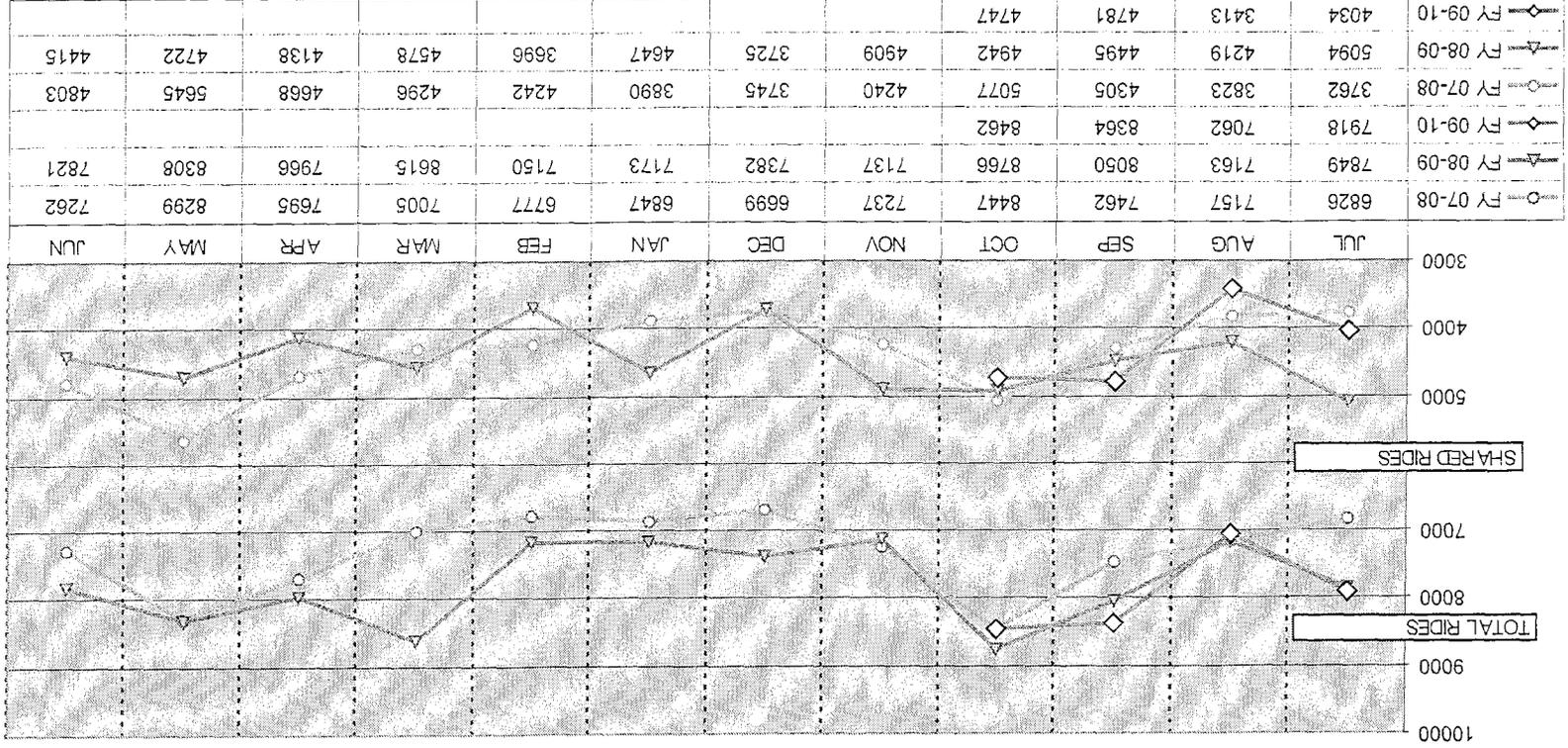
**Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through October 2009.**

	Oct 08	Oct 09	Fiscal 08-09	Fiscal 09-10	Performance Averages	Performance Goals
Requested	9374	9198	33,624	33,867	8399	
Performed	8766	8462	31,828	31,803	7771	
Cancels	17.48%	17.84%	16.44%	17.46%	18.2623%	
No Shows	2.46%	3.21%	3.08%	2.99%	2.61%	Less than 3%
Total miles	57,099	55,276	212,931	207,232	52,540	
Av trip miles	4.97	4.99	5.11	5.15	5.19	
Within ready window	93.67%	95.95%	93.11%	95.71%	94.85%	92.00% or better
Excessively late/missed trips	6	4	19	6	2.5	Zero (0)
Call center volume	6984	N/A	21,058	N/A	N/A	
Call average seconds to answer	39	N/A	36	N/A	N/A	Less than 2 minutes
Hold times less than 2 minutes	95%	N/A	96%	N/A	N/A	Greater than 90%
Distinct riders	831	802	1,259	1,243	802	
Most frequent rider	56 rides	49 rides	184 rides	185 rides	51 rides	
Shared rides	65.5%	64.8%	63.7%	62.6%	63.58%	Greater than 60%
Passengers per rev hour	2.10	2.15	2.16	2.12	2.07	Greater than 1.6 passengers/hour
Rides by supplemental providers	15.65%	14.94%	9.58%	11.94%	8.98%	No more than 25%
Vendor cost per ride	\$23.67	\$21.60	\$22.86	\$22.82	\$23.21	
ParaCruz driver cost per ride (estimated)	\$23.21	\$24.34	\$23.63	\$23.67	\$24.31	
Rides < 10 miles	70.04%	69.88%	70.34%	69.13%	70.06%	
Rides > 10	29.96%	30.12%	29.66%	30.87%	29.94%	

5-5.61

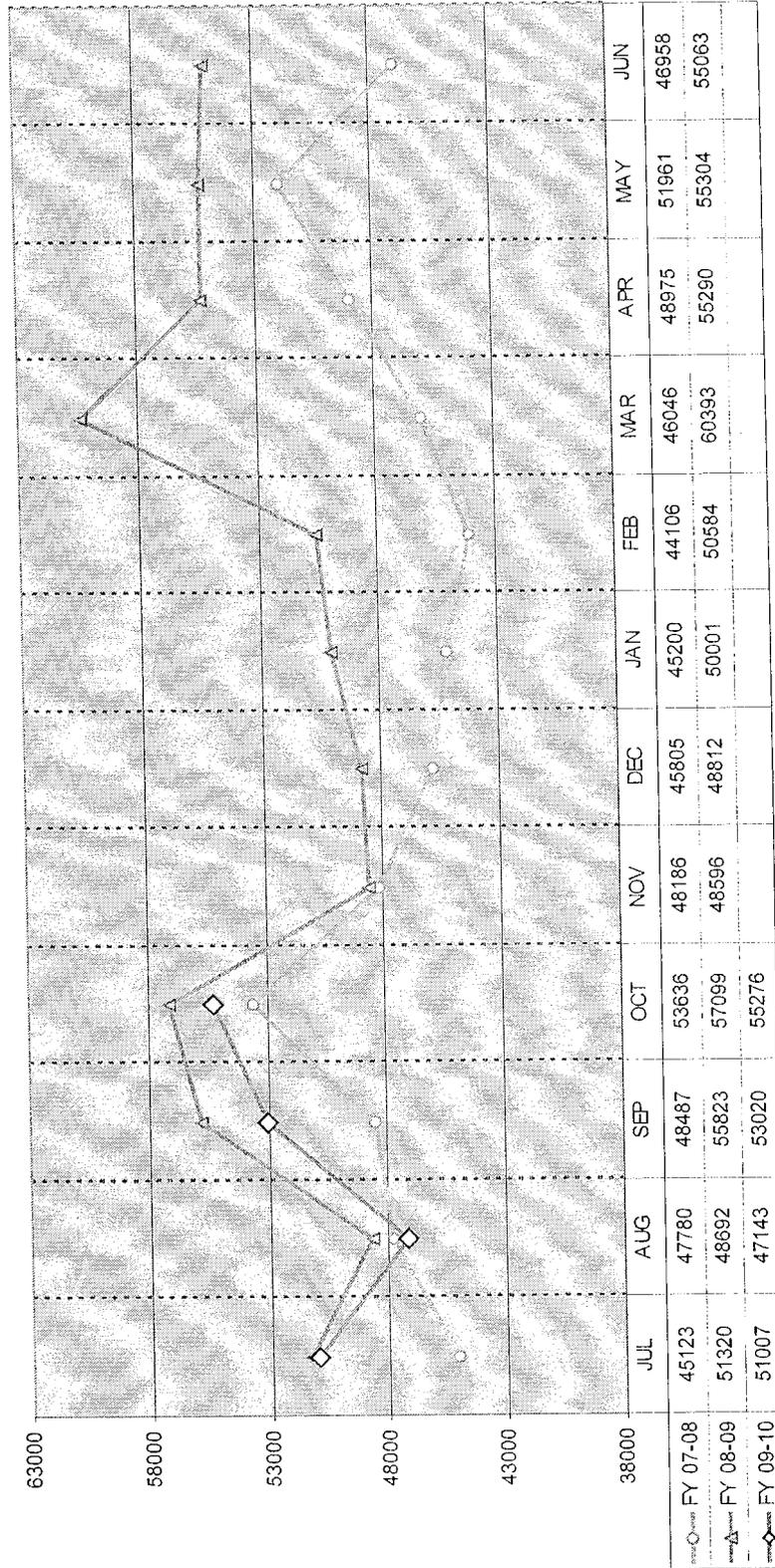
NUMBER OF RIDES COMPARISON CHART





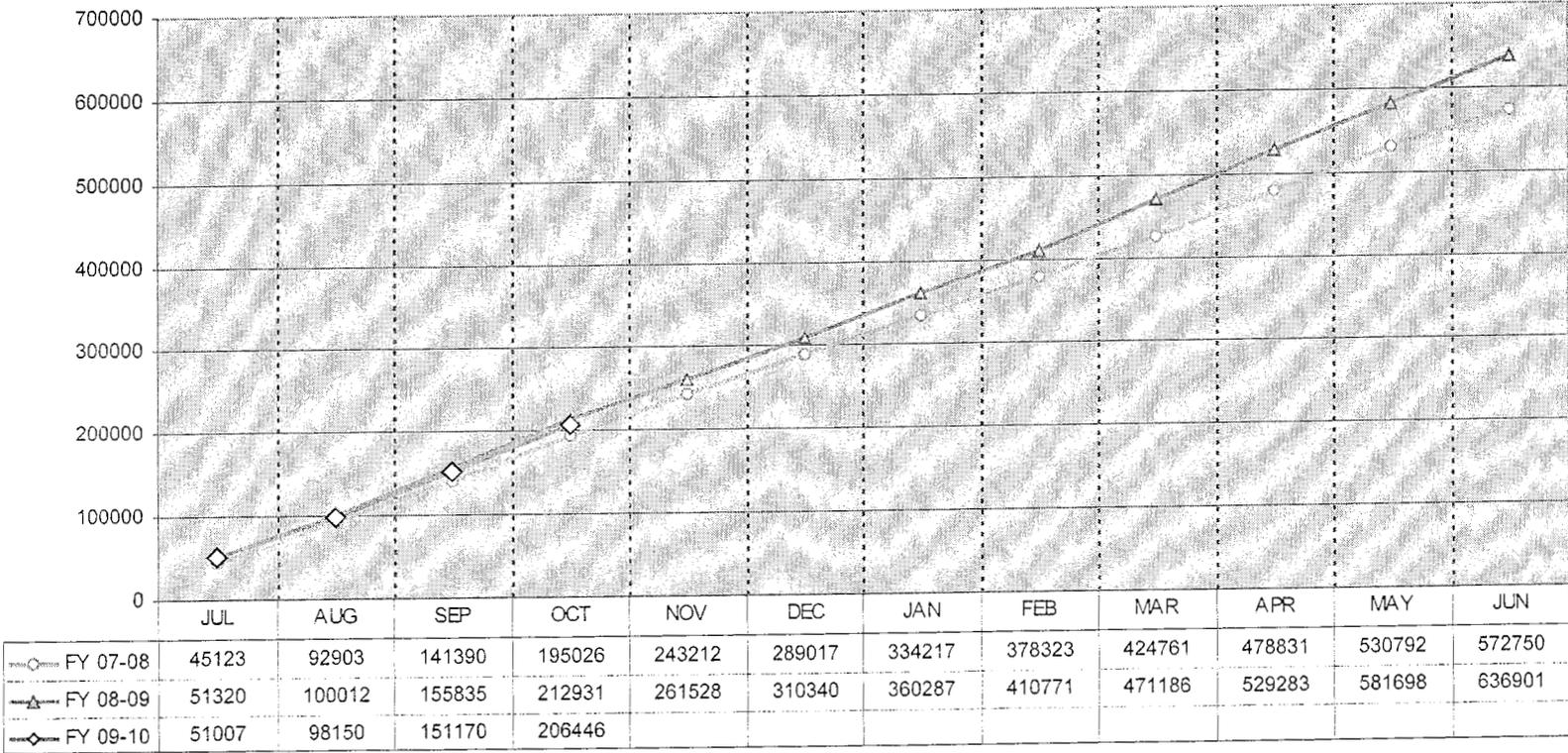
TOTAL VS. SHARED RIDES

MILEAGE COMPARISON



5-5.e1

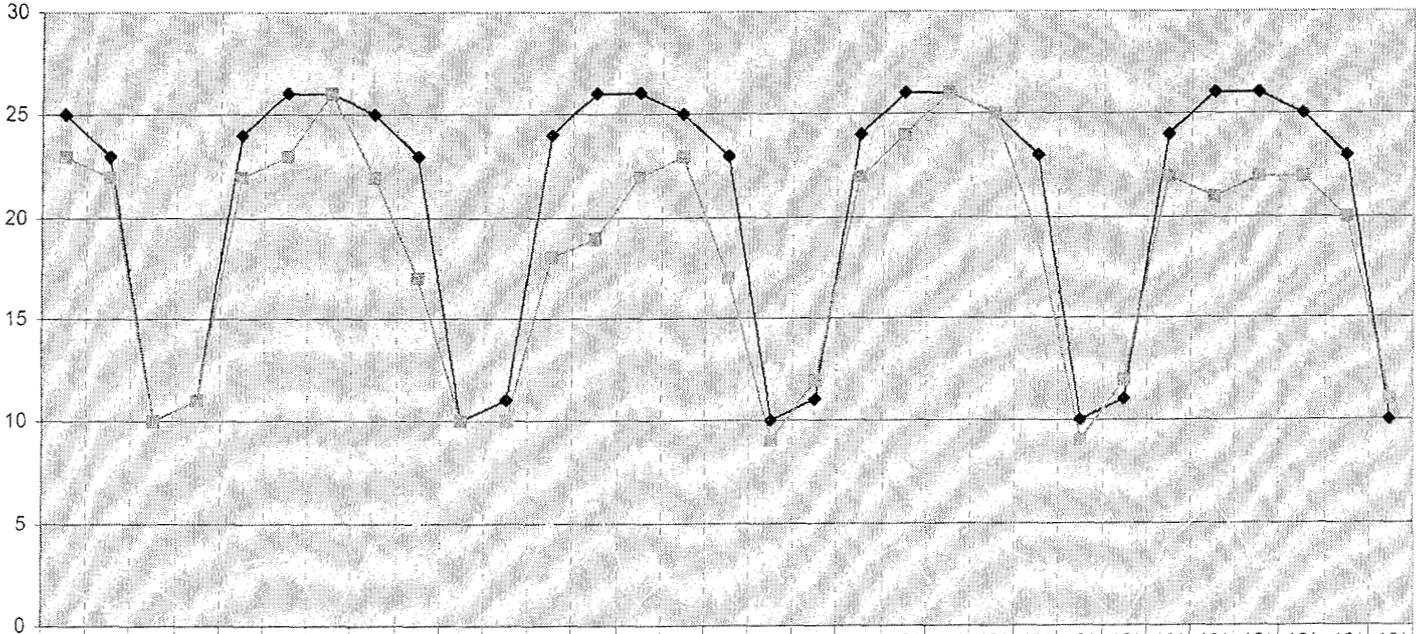
YEAR TO DATE MILEAGE COMPARISON



5-5.41

Attachment F

DAILY DRIVERS vs. SUBCONTRACTORS



	10/1	10/2	10/3	10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17	10/18	10/19	10/20	10/21	10/22	10/23	10/24	10/25	10/26	10/27	10/28	10/29	10/30	10/31
◆ #PC SCHEDULE	25	23	10	11	24	26	26	25	23	10	11	24	26	26	25	23	10	11	24	26	26	25	23	10	11	24	26	26	25	23	10
■ #PC ACTUAL	23	22	10	11	22	23	26	22	17	10	10	18	19	22	23	17	9	12	22	24	26	25	19	9	12	22	21	22	22	20	11
● #SUBCON	2.0	1.0	2.0	0.5	3.0	3.5	0.0	4.0	5.0	0.0	0.5	5.0	6.0	1.0	3.0	4.0	3.0	0.0	3.0	4.0	1.0	4.0	3.0	2.0	0.0	4.0	6.0	3.0	4.0	3.0	1.0

5-5.91

Attachment G

Board of Directors  
Board Meeting November 20<sup>th</sup>, 2009

OUT OF DATABASE	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	VISITOR	DCSD	TOTAL
		CONDITIONAL	TRIP BY TRIP				
1/1/2005 to 12/31/2005	189	30	12	33	6	283	<b>553</b>
1/1/2006 to 12/31/2006	466	39	24	47	17	384	<b>977</b>
1/1/2007 to 12/31/2007	264	26	19	53	22	173	<b>557</b>
1/1/2008 to 12/31/2008	308	17	19	57	18	58	<b>477</b>

INTO DATABASE	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	VISITOR	TOTAL	DENIED
		CONDITIONAL	TRIP BY TRIP				
1/1/2005 to 12/31/2005	428	16	34	48	6	532	28
1/1/2006 to 12/31/2006	356	13	47	49	17	482	4
1/1/2007 to 12/31/2007	442	29	93	46	22	632	6
1/1/2008 to 12/31/2008	400	59	57	23	18	557	12

MONTHLY ASSESSMENTS - 2009						
	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	DENIED	TOTAL
		CONDITIONAL	TRIP BY TRIP			
JANUARY	30	5	0	9	2	46
FEBRUARY	28	2	0	5	1	36
MARCH	40	3	3	4	0	50
APRIL	21	2	2	2	0	27
MAY	45	4	1	0	0	50
JUNE	44	9	1	0	2	56
JULY	36	5	5	1	0	47
AUGUST	28	4	5	3	1	41
SEPTEMBER	33	2	4	4	0	43

NUMBER OF ELIGIBLE RIDERS	
YEAR	ACTIVE
2005	5336
2006	5315
2007	4820
2008	4895

5-5.h1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager   
**SUBJECT:** SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR OCTOBER 2009

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Total ridership for the month of October 2009 was 649,314. Which is a decrease of 72,844 riders or -10.1% versus October 2008, while FY10 YTD ridership is down 133,698 riders or -7.1% compared to FY09 YTD.
- The top three routes in terms of percent increase (with at least 700 riders) are: Route 20D-Supplemental West-Side, Route 42-Davenport/Bonny Doon, and The Night Owl Service.
- The top three routes in terms of percent decrease (with at least 700 riders) are: Route 7-Beach St, Route 12-University Eastside, and Route 79-East Lake.
- There were 13.02 hours of dropped service amounting to 234.98 miles of dropped service in October 2009.
- The Bus Operator Lift Test for October resulted in 100% of all lifts working properly on all pull-out buses. Twenty-seven (27) buses reported issues with lifts while in service.

## III. DISCUSSION

In the twenty-two (22) weekdays, and nine (9) weekend days of October 2009, METRO's total ridership was 649,314 riders. This was a loss from the previous year, decreasing by 72,844 riders or -10.1%. Recall that gasoline prices in October 2008 were \$4.15 and beyond per gallon, while October 2009 gasoline averaged close to \$3.03 per gallon. This variance in price, along with unemployment in Santa Cruz county at 10.2% in October 2009, has decrease the demand for public transportation which most likely explains the drop in overall ridership. In total, FY10 YTD ridership is 1,756,415 which is down 133,698 riders from the FY09 YTD ridership of 1,890,113 or simply -7.1%.

The Route 20D a supplemental UCSC Route and the Night Owl Service have gained significant ridership from October 2008, most likely due to more UCSC students having knowledge of how these supplemental routes operate and using them more effectively. Route 42 also saw a strong increase from the previous October, gaining over 14% ridership increase from October 2008.

5-6.1

This is most likely due to an increase of Santa Cruz High School students using the Route 42 on minimum days and a strong demand for night and weekend service. Routes 7, 12, and 79 have seen significant recessions and have contributed to poor ridership with a combining loss of 1,241 riders or -20.76% to these routes. Each of these under performing routes has their unique issues. Route 7 in local Santa Cruz is designed to serve the West Side and the Warf/Santa Cruz Beach area. Since the tourist season comes to an end, ridership has dropped off. Route 12, a UCSC route from the Eastside which operates only one trip per day, saw a 27.1% decrease. Further investigation is need to determine this sudden drop in ridership. Finally, Route 79 in Watsonville has issue with on time performance and lacks proper frequency to be properly utilized.

There were 13.02 dropped hours amounting to 234.98 miles of dropped service mostly due to road closures and the Big Kahuna Triathlon.

In October 2009, the Bus Operator Lift Tests resulted in 100% of all pull out buses having properly functioning passenger lifts. During service, twenty-seven (27) buses reported issues with the passenger lifts.

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

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

#### **V. ATTACHMENTS**

- Attachment A: October 2009 Ridership Report**
- Attachment B: October 2008 Ridership Report**
- Attachment C: FYTD % Change in Ridership**
- Attachment D: Route by Route Ridership**
- Attachment E: Dropped Service for FY10**
- Attachment F: Bus Operator Lift Test \*Pull-Out\***
- Attachment G: In Service Passenger Lift Problems**

Prepared by: Erich Friedrich, Provisional Transit Planner; December 10, 2009.

5-6.2

Santa Cruz METRO  
October 2009 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/ Free Fare	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
10	5,549.44	465.25	35,426	1,427	235	1,045	47	80	12	7	896	2	39,174	7.06	84.20	26	1,126
13	2,418.24	206.80	16,239	628	80	276	30	15	1	2	404	0	17,674	7.31	85.46	0	461
15	8,320.02	698.65	54,245	1,858	285	1,137	36	90	10	6	1,081	8	58,754	7.06	84.10	12	1,632
16	17,085.91	1,393.03	113,633	3,292	717	3,560	114	220	35	17	2,915	14	124,515	7.29	89.38	30	3,434
19	6,511.95	476.61	32,228	1,015	238	982	45	96	10	8	1,053	3	35,676	5.48	74.85	6	945
3	2,499.64	181.13	498	106	358	709	49	143	23	26	1,387	94	3,391	1.36	18.72	8	82
4	1,566.61	161.33	273	80	174	413	218	221	12	35	3,322	3	4,750	3.03	29.44	25	88
7	1,146.20	102.67	97	18	104	60	21	55	3	19	526	1	903	0.79	8.80	2	7
9	477.00	25.30	26	22	14	92	7	2	0	0	270	1	433	0.91	17.12	2	9
12A	289.61	20.90	1,065	135	13	24	7	5	1	1	31	0	1,282	4.43	61.36	0	47
20	6,370.77	424.43	24,554	794	561	1,303	64	182	17	11	1,501	132	29,118	4.57	68.61	15	774
27x	1,546.16	132.00	6,464	224	21	108	10	2	3	0	178	1	7,009	4.53	53.10	0	312
31	2,379.61	125.40	71	32	182	551	32	22	6	0	862	0	1,759	0.74	14.02	7	91
32	786.32	46.57	21	11	31	212	7	7	2	1	310	0	600	0.76	12.89	0	30
33	523.53	24.15	0	0	11	116	4	9	0	0	285	0	423	0.81	17.53	0	3
34	293.16	18.54	1	0	0	86	5	0	0	0	185	0	277	0.94	14.94	0	1
35	40,087.17	2,007.96	1,688	377	2,688	12,992	709	1,313	275	158	22,216	4	42,420	1.06	21.13	79	1,932
40	2,541.72	103.22	27	13	34	885	28	43	16	7	775	1	1,830	0.72	17.73	4	83
41	3,202.34	133.00	609	115	189	623	18	35	16	3	712	26	2,346	0.73	17.64	0	223
42	3,502.27	129.92	507	33	126	499	10	61	5	2	481	8	1,731	0.49	13.33	0	172
53	1,224.96	86.53	4	5	48	175	5	46	4	15	377	0	678	0.55	7.83	25	17
54	1,820.13	102.27	6	13	132	241	6	52	4	3	455	0	911	0.50	8.91	11	35
55	2,966.92	201.67	25	21	1,882	714	40	127	14	23	1,760	0	4,605	1.55	22.84	89	72
56	2,316.38	102.30	2	5	563	305	6	31	8	3	715	0	1,638	0.71	16.02	27	35
66	6,765.71	583.66	1,903	304	1,153	4,932	339	719	93	66	8,535	9	18,052	2.67	30.93	267	614
68	5,205.66	425.80	1,910	249	682	2,610	177	354	92	53	5,134	11	11,270	2.17	26.47	129	272
68N	1,908.05	137.42	651	48	185	979	19	83	1	0	903	2	2,871	1.50	20.89	8	161
69	3,654.99	330.42	1,543	324	963	2,646	168	332	44	31	4,565	16	10,631	2.91	32.17	125	382
69A	15,069.66	810.88	1,692	409	1,460	9,126	786	1,440	121	104	10,283	12	25,431	1.69	31.36	267	949
69N	1,825.89	146.65	504	55	533	626	12	68	0	0	867	0	2,665	1.46	18.17	14	138
69W	14,673.12	818.60	1,988	429	6,523	8,989	690	1,058	120	78	11,172	16	31,063	2.12	37.95	235	1,212
70	3,165.91	260.33	307	96	4,536	1,483	140	199	30	21	2,705	14	9,531	3.01	36.61	59	354
71	50,822.87	2,906.72	3,559	1,059	17,471	27,425	2,164	3,167	243	216	28,834	52	84,187	1.66	28.96	497	3,609
72	5,786.09	279.77	7	23	358	1,927	73	319	25	25	1,540	0	4,295	0.74	15.35	24	99
74	3,538.68	207.17	7	12	212	1,756	107	226	10	13	1,068	0	3,411	0.96	16.46	12	29
75	6,818.76	410.75	27	45	489	4,230	219	585	86	45	2,659	0	8,383	1.23	20.41	72	165
76	1,892.23	99.75	7	13	47	428	26	84	11	12	369	0	997	0.53	9.99	8	21
79	1,726.19	100.83	4	6	208	653	75	136	23	42	743	0	1,889	1.09	18.74	117	19
88																	
91x	6,121.72	263.28	408	195	1,627	1,474	233	108	38	18	1,605	14	5,719	0.93	21.72	18	294
UC Supp.	2,082.46	128.55	9,870	501	18	66	3	5	2	0	35	1	10,501	5.04	81.68	2	208
Night Owl	2,061.15	150.71	6,603	20	32	319	2	5	0	0	128	0	7,109	3.45	47.17	0	151
TOTAL	248,545.19	15,430.92	318,699	14,015	45,180	96,770	6,744	11,741	1,414	1,064	123,835	445	619,904	2.49	40.17	2,220	20,282
			VTA/SC		ECO	Full		S/D	17	Passes/							
ROUTE			Day Pass	CalTrain	Pass	Fare	Tickets	Riders	Day Pass	Free Rides			RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
17	49,546.25	1,585.15	124	93	231	12,753	1,217	1,624	142	13,227			29,411	0.59	18.55	89	566

5-10-09

Approved

October Ridership 649,314

Santa Cruz METRO  
October 2008 Ridership Report

ROUTE	Miles	Hours	UC			Full Fare	Cash S/D			S/D Day Pass	Passes/Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
			Student	Faculty	Cabrillo		Tickets	Riders	Day Pass								
10	5,679.51	476.41	37,695	2,098	300	1,117	43	66	18	4	1,229	20	42,590	7.50	89.40	36	1,368
13	2,528.16	216.20	19,514	690	111	306	15	16	4	3	395	2	21,056	8.33	97.39	14	691
15	8,780.54	737.30	63,818	2,372	504	1,328	74	63	9	8	1,397	3	69,576	7.92	94.37	20	2,076
16	16,205.95	1,332.23	126,099	4,114	1,014	3,930	136	161	23	14	2,751	8	138,250	8.53	103.77	42	3,896
19	6,057.35	454.01	34,068	1,317	288	1,070	33	61	5	12	1,152	4	38,010	6.28	83.72	10	1,166
3	2,613.26	189.36	688	180	474	657	88	162	24	22	1,913	91	4,299	1.65	22.70	21	105
4	1,627.37	168.66	448	62	207	591	293	292	15	65	4,136	9	6,118	3.76	36.27	38	120
7	1,198.30	107.34	318	54	102	125	30	60	8	20	721	0	1,438	1.20	13.40	7	18
9	498.69	26.45	45	3	9	147	10	6	1	0	187	0	408	0.82	15.43	0	3
12A	302.77	21.85	1,662	39	2	37	2	3	0	0	15	0	1,760	5.81	80.55	0	60
20	6,408.33	427.09	28,097	1,004	470	1,206	83	132	30	9	1,767	159	32,957	5.14	77.17	12	1,018
27x	1,616.44	138.00	6,365	273	26	118	3	4	1	0	66	0	6,856	4.24	49.68	0	270
31	2,451.39	126.11	187	57	204	720	50	23	13	0	957	2	2,213	0.90	17.55	10	195
32	822.07	48.69	23	5	22	233	20	5	0	0	419	1	728	0.89	14.95	1	19
33	548.46	25.30	1	4	1	155	59	4	2	0	353	0	579	1.06	22.89	0	11
34	307.12	19.43	0	0	0	99	5	0	0	0	214	0	318	1.04	16.37	0	0
35	40,410.53	2,024.59	1,815	475	3,442	15,157	729	1,164	306	171	25,060	17	48,336	1.20	23.87	60	2,397
40	2,561.66	103.92	83	20	44	753	17	59	27	4	886	0	1,893	0.74	18.22	0	92
41	3,301.29	137.16	486	111	205	888	22	36	12	3	644	38	2,445	0.74	17.83	1	323
42	3,502.73	129.84	515	9	108	469	12	37	1	2	337	19	1,509	0.43	11.62	1	117
53	1,280.64	90.46	18	14	57	199	15	87	4	8	524	0	926	0.72	10.24	34	39
54	1,963.56	114.16	14	16	290	240	22	59	2	0	501	0	1,144	0.58	10.02	14	36
55	3,101.78	210.84	26	12	2,239	681	56	164	10	17	2,252	2	5,459	1.76	25.89	124	137
56	2,421.67	106.95	9	5	621	333	19	58	8	6	790	1	1,850	0.76	17.30	17	64
66	6,768.25	584.82	2,593	566	1,177	5,370	392	720	164	78	8,465	20	19,545	2.89	33.42	143	561
68	5,233.82	428.55	2,408	393	633	3,004	267	456	78	58	5,625	9	12,931	2.47	30.17	88	329
68N	1,914.25	137.42	697	124	209	824	22	83	0	0	1,039	0	2,998	1.57	21.82	19	177
69	3,802.54	344.06	1,735	492	686	3,171	241	414	49	40	5,096	31	11,955	3.14	34.75	74	425
69A	15,109.46	814.41	1,674	665	1,237	9,970	783	1,278	164	122	10,296	15	26,204	1.73	32.18	216	994
69N	1,908.89	153.32	601	83	478	801	21	52	0	0	996	4	3,036	1.59	19.80	23	155
69W	14,750.06	824.44	2,108	583	6,033	10,246	687	1,082	136	86	11,400	27	32,388	2.20	39.28	190	1,134
70	3,309.82	272.16	319	112	5,173	1,871	198	236	20	17	2,953	44	10,943	3.31	40.21	56	496
71	51,285.27	2,934.46	4,005	1,495	18,151	31,641	2,492	3,817	362	278	31,517	127	93,885	1.83	31.99	540	4,229
72	6,049.09	292.49	5	34	367	2,544	137	513	41	34	1,702	1	5,378	0.89	18.39	32	79
74	3,699.53	216.59	6	37	162	2,227	154	408	26	38	1,198	0	4,256	1.15	19.65	9	29
75	6,818.76	410.75	21	55	398	5,726	208	836	82	69	3,036	1	10,432	1.53	25.40	71	204
76	1,681.98	88.66	14	5	35	434	24	92	7	11	388	0	1,010	0.60	11.39	3	33
79	1,804.65	105.41	8	27	241	841	75	313	26	49	983	0	2,563	1.42	24.31	72	29
91x	6,372.65	274.09	208	156	1,635	1,590	230	175	74	27	2,353	6	6,454	1.01	23.55	5	182
UC Supp.	1,837.33	115.07	8,412	375	23	90	5	4	1	0	78	7	8,995	4.90	78.17	0	196
Night Owl	1,758.55	146.16	6,512	41	44	234	2	28	0	0	60	0	6,921	3.94	47.35	4	158
<b>TOTAL</b>	<b>250,294.44</b>	<b>15,575.21</b>	<b>353,320</b>	<b>18,177</b>	<b>47,422</b>	<b>111,143</b>	<b>7,774</b>	<b>13,229</b>	<b>1,753</b>	<b>1,275</b>	<b>135,851</b>	<b>668</b>	<b>690,612</b>	<b>2.76</b>	<b>44.34</b>	<b>2,007</b>	<b>23,833</b>
ROUTE	VTA/SC		ECO	Full	S/D	17	Passes/	Ridership		Passengers	Passengers	W/C	Bike				
	Day Pass	CalTrain	Pass	Fare	Tickets	Riders	Free Rides	Day Pass	Free Rides	Per Mile	Per Hour						
17	50,407.46	1,617.98	51	74	217	12,787	1,274	1,614	132	15,397	31,546	0.63	19.50	60	1,701		

October Ridership: 722,158

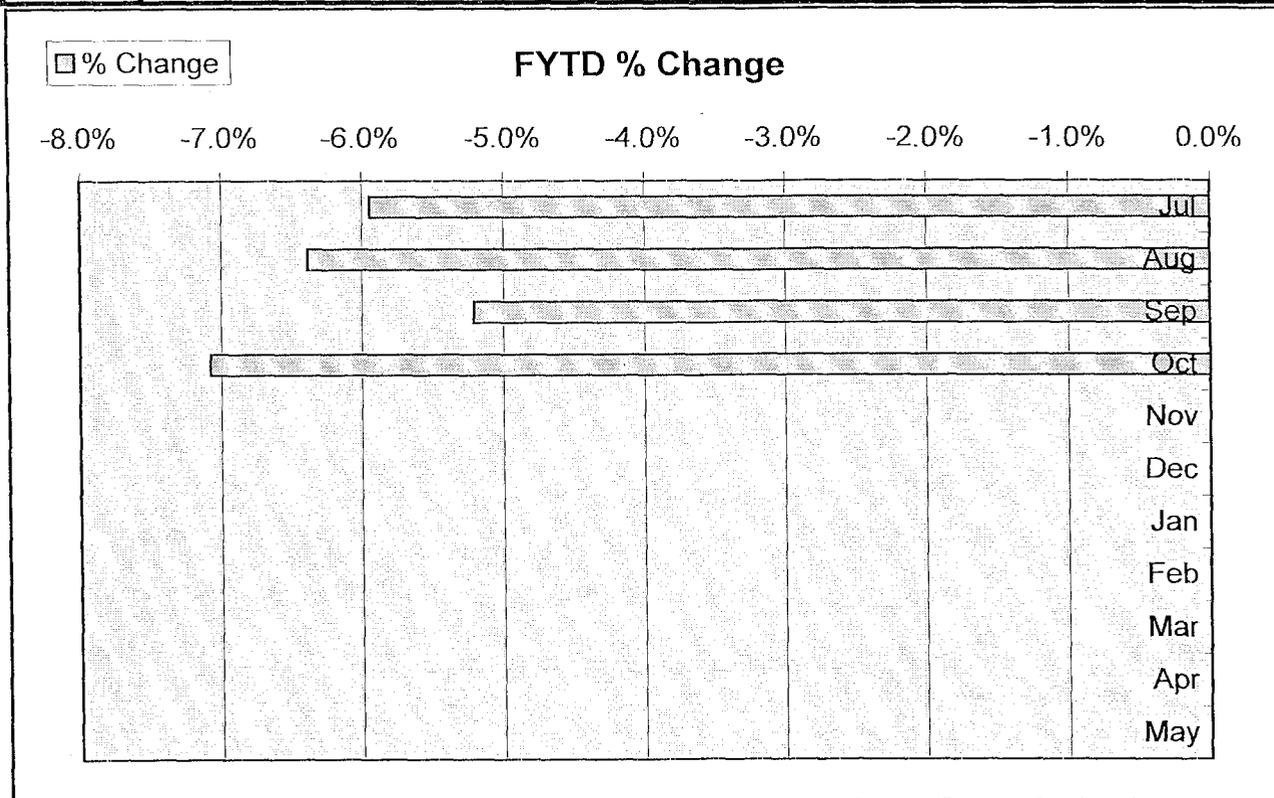
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B

FYTD % Change in Ridership  
Through October 2009

Attachment **C**

	FY10 YTD Ridership	FY09 YTD Ridership	% Change
Jul	335,537	356,739	-5.9%
Aug	650,763	695,099	-6.4%
Sep	1,107,101	1,167,955	-5.2%
Oct	1,756,415	1,890,113	-7.1%
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			



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Route by Route Ridership

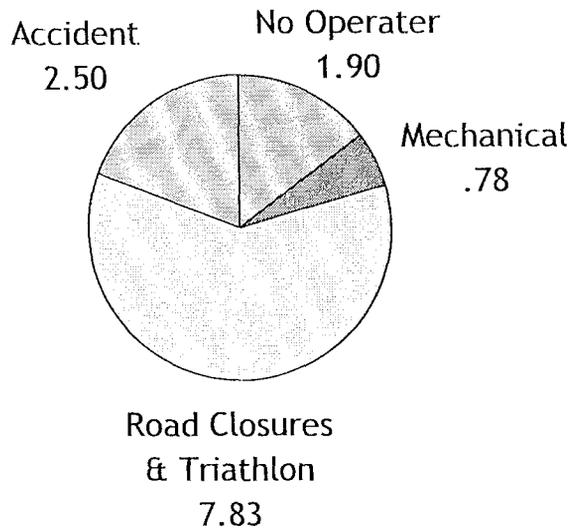
October 2009

	Route	Destination	FY10 Riders	FY09 Riders	+/- from last year	%
1	Sup	Route 20 Supplemental	10,501	8,995	1,506	16.7%
2	42	Davenport/Bonny Doon	1,731	1,509	222	14.7%
3	9	Prospect Heights	433	408	25	6.2%
4	N/O	Night Owl	7,109	6,921	188	2.7%
5	27x	University Express	7,009	6,856	153	2.2%
6	76	Corralitos/Buena Vista	997	1,010	-13	-1.3%
7	69A	Santa Cruz/Capitola/ Watsonville	25,431	26,204	-773	-3.0%
8	40	Davenport	1,830	1,893	-63	-3.3%
9	41	Bonny Doon	2,346	2,445	-99	-4.1%
10	69W	Santa Cruz/Capitola/Cabrillo Watsonville	31,063	32,388	-1,325	-4.1%
11	68N	Beach/Broadway/Portola Night	2,871	2,998	-127	-4.2%
12	19	University via Lower Bay	35,676	38,010	-2,334	-6.1%
13	17	Santa Cruz/San Jose	29,411	31,546	-2,135	-6.8%
14	66	Live Oak via 17th Avenue	18,052	19,545	-1,493	-7.6%
15	10	University via High St.	39,174	42,590	-3,416	-8.0%
16	16	University via Laurel East	124,515	138,250	-13,735	-9.9%
17	71	Watsonville/Santa Cruz	84,187	93,885	-9,698	-10.3%
18	69	Santa Cruz/Capitola	10,631	11,955	-1,324	-11.1%
19	91	Santa Cruz-Watsonville Express	5,719	6,454	-735	-11.4%
20	56	Capitola/La Selva	1,638	1,850	-212	-11.4%
21	20	University via Westside	29,118	32,957	-3,839	-11.6%
22	69N	Santa Cruz/Capitola Cabrillo Night	2,665	3,036	-371	-12.2%
23	35	San Lorenzo Valley	42,420	48,336	-5,916	-12.2%
24	68	Live Oak via Broadway/Portola	11,270	12,931	-1,661	-12.8%
25	34	South Felton	277	318	-41	-12.9%
26	70	Santa Cruz/Cabrillo	9,531	10,943	-1,412	-12.9%
27	15	University via Laurel West	58,754	69,576	-10,822	-15.6%
28	55	Capitola/Rio Del Mar	4,605	5,459	-854	-15.6%
29	13	University via Walnut	17,674	21,056	-3,382	-16.1%
30	32	Santa Cruz/Scotts Valley	600	728	-128	-17.5%
31	75	Green Valley	8,383	10,432	-2,049	-19.6%
32	74	Ohlone Parkway/Rolling Hills	3,411	4,256	-845	-19.9%
33	72	Corralitos	4,295	5,378	-1,083	-20.1%
34	54	Capitola/Aptos/La Selva	911	1,144	-233	-20.4%
35	31	Santa Cruz/Scotts Valley	1,759	2,213	-454	-20.5%
36	3	Natural Bridges	3,391	4,299	-908	-21.1%
37	4	Harvey West/Emeline	4,750	6,118	-1,368	-22.4%
38	79	East Lake	1,889	2,563	-674	-26.3%
39	53	Capitola/Dominican	678	926	-248	-26.8%
40	33	Lompico	423	579	-156	-26.9%
41	12	University/Eastside Direct	1,282	1,760	-478	-27.1%
42	7	Beach St	903	1,438	-535	-37.2%
43	88	Armory	0	0	0	N/A
<b>TOTALS</b>			<b>649,314</b>	<b>722,158</b>	<b>-72,844</b>	<b>-10.1%</b>

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	FY07		FY08		FY09		FY10	
	Dropped Hours	Dropped Miles						
July	5.02	96.88	5.53	90.97	81.53	1482.81	10.35	208.64
August	15.02	276.46	4.93	110.45	1.13	23.95	32.77	894.57
September	11.30	160.72	9.00	191.05	11.50	194.51	17.30	240.17
October	37.52	540.19	9.52	122.24	29.75	555.98	13.02	234.98
November	37.55	477.48	3.32	45.89	11.60	59.92		
December	6.08	143.84	18.97	241.87	1.58	26.64		
January	12.24	188.23	49.20	453.86	0.97	10.95		
February	13.07	188.23	53.53	717.31	25.18	488.75		
March	7.13	133.30	22.50	315.63	18.73	452.08		
April	4.85	43.67	40.75	586.55	19.57	310.04		
May	16.00	241.42	16.40	246.82	19.33	284.60		
June	62.19	802.29	52.05	882.35	5.85	73.64		
<b>TOTAL</b>	<b>227.96</b>	<b>3,292.71</b>	<b>285.70</b>	<b>4,004.99</b>	<b>226.74</b>	<b>3,963.85</b>	<b>73.43</b>	<b>1,578.35</b>

Dropped Service Breakdown for October 2009



BUS OPERATOR LIFT TEST \*PULL-OUT\*

	A	B	C	D	E	F	
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/LOW FLOOR - 35'	18	2	16	15	1	15	100%
FLYER/LOW FLOOR - 40'	12	2	10	10	0	10	100%
FLYER/HIGHWAY 17 - 40'	7	5	2	1	1	1	100%
ORION/HIGHWAY 17 - 40'	11	5	6	6	0	6	100%
CNG/HIGHWAY 17 - 40'	5	1	4	4	0	4	100%
CNG NEW FLYER - 40'	18	5	13	13	0	13	100%
DIESEL CONVERSION - 35'	15	6	9	9	0	9	100%
DIESEL CONVERSION - 40'	14	4	10	10	0	10	100%
GILLIG/SAM TRANS - 40'	10	2	8	7	1	7	100%
GOSHEN	1	0	1	1	0	1	100%
TROLLEY	1	0	1	0	1	0	100%

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Attachment E

PASSENGER LIFT PROBLEMS

MONTH OF OCTOBER 2009

BUS #	DATE	DAY	REASON
9807 LFF 35	1-Oct	Thursday	Curbside wheelchair securement bar can not be moved, little lever hard to get to.
2237 D/C LF 40	3-Oct	Saturday	Ramp does not deploy.
2222 D/C LF 35	4-Oct	Sunday	Kneel light on dash not working.
2203 CNG LFF 40	4-Oct	Sunday	The loading ramp is crooked.
9802 LFF 35	4-Oct	Sunday	Ramp does not stow.
9827 LFF 40	5-Oct	Monday	Ramp deploying intermittently
9802 LFF 35	6-Oct	Tuesday	Lift ramp won't stow.
9833 GIL 40	7-Oct	Wednesday	Lift stuck out will not go in all the way.
9838 GIL 40	8-Oct	Thursday	The kneel does not raise back up.
9827 LFF 40	8-Oct	Thursday	Lift stows okay but must be manually lifted to deploy.
9821 LFF 40	9-Oct	Friday	Kneeling switch on dashboard is malfunctioning. Sometimes the bus will raise from kneel position.
9802 LFF 35	9-Oct	Friday	Ramp will not fold back in with switch, only manually.
2218 D/C LF 35	10-Oct	Saturday	Ramp needs manual asst to deploy. Corner closest to yellow line sticks.
9802 LFF 35	10-Oct	Saturday	(can't make out description on pink copy)
2301 17 ORI 40	10-Oct	Saturday	Air bag pass side does not inflate very good. Flap drags after kneel - drug mt hermon dip really bad.
2301 17 ORI 40	12-Oct	Monday	Kneel takes a long time to come up sometimes.
9822 LFF 40	13-Oct	Tuesday	No warning sound on kneel and ramp.
9815 LFF 35	13-Oct	Tuesday	No beeping when kneeling or deploying ramp.
2202 CNG LFF 40	13-Oct	Tuesday	Warning beeper doesn't work for kneel or ramp store/deploy.
2304 17 ORI 40	19-Oct	Monday	Kneel function very slow in coming to up position.
9840 GIL 40	22-Oct	Thursday	Kneel also stays stuck at times.
2220 D/C LF 35	24-Oct	Saturday	Ramp doesn't deploy by itself, needs manual help.
2215 D/C LF 35	25-Oct	Sunday	While kneeling bus makes ??? Sound near back axle, perhaps an air leak.
2230 D/C LF 40	27-Oct	Tuesday	Securement arm on the curbside is stuck very hard to move.
9838 GIL 40	27-Oct	Tuesday	Kneel switch fails when taking coach out of kneel.
9838 GIL 40	28-Oct	Wednesday	Santa Cruz Arm street side not in place is behind drivers seat.
9839 GIL 40	29-Oct	Thursday	Santa Cruz Arm street side is behind driver's seat (not working?)

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

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

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager   
**SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR OCTOBER 2009**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Total ridership for the month of October 2009 was 29,411. Which is an decrease of 2,125 riders or -6.74% from October 2008.
- FY10 average ridership per weekday was 953. This is a 8.9% decrease from FY09
- FY10 riders per revenue hour was 16.44 riders per hour, which is a 11% decrease from FY09.
- October 2009 Highway 17 Express operating costs was \$152,325.81 with October 2009 fare revenue at \$99,193.20 resulting in a 73.6% fare box recovery ratio.

## III. DISCUSSION

In the twenty-two (22) weekdays, and nine (9) weekend days of October 2009, the Highway 17 Express total ridership was 29,411 riders. This was a loss from the previous year, decreasing by 2,125 riders or simply -6.74%.

FY10 average weekday ridership on the Highway 17 Express was 953 riders per weekday, a decrease from 1,046 riders per weekday in FY09. These decreases in ridership are most likely due to much lower gasoline prices in October 2009 than in October 2008 as well as an increase in unemployment in both Santa Clara and Santa Cruz counties.

The operating costs of the Highway 17 Express for October 2009 was \$152,325.81. Well over half (73.6%) of the operating costs were recovered in fare revenue totaling \$99,193.20 in October 2009. Please see attachments regarding these figures.

## IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

5-7.1

**V. ATTACHMENTS**

- Attachment A: Highway 17 Express Operating Statistics Summary Fiscal Year 2010**  
**Attachment B: Highway 17 Express Revenue & Expenditure Summary**  
**Attachment C: Highway 17 Express Operating Statistics Summary Fiscal Year 2009**

Prepared by: Erich Friedrich, Provisional Transit Planner; December 10, 2009.

5-7.2

# HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

## FISCAL YEAR 2010

MONTHLY	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
<b>Total Ridership</b>	23,566	24,127	26,172	29,411								
Avg. Weekday Ridership	842	908	1,020	1,049								
Avg. Saturday Ridership	533	510	522	652								
Avg. Sunday Ridership	519	502	535	767								
<b>Total Service Days</b>	31	31	30	31								
Number of Weekdays	23	21	21	22								
Number of Saturdays	4	5	4	5								
Numbers of Sundays	4	5	5	4								
<b>Revenue Hours</b>	1,618	1,552	1,523	1,590								

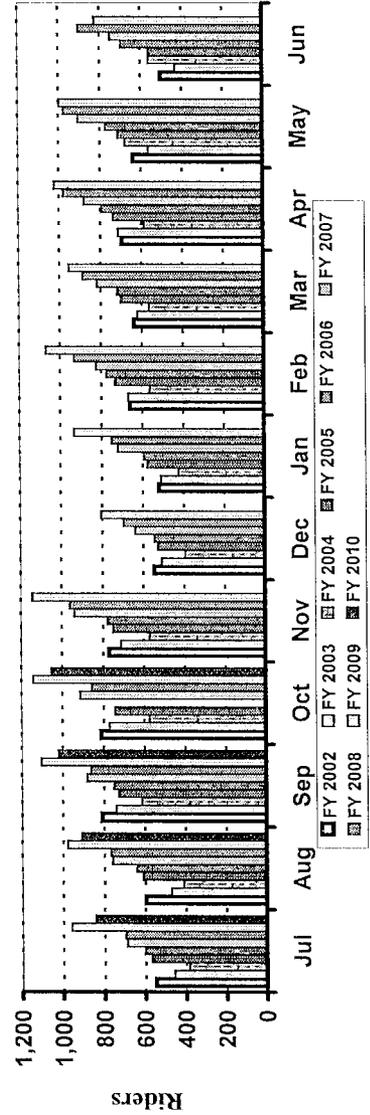
QUARTERLY	Q1	Q2	Q3	Q4
<b>Total Ridership</b>	73,865			
Avg. Weekday Ridership	921			
Avg. Saturday Ridership	521			
Avg. Sunday Ridership	519			
<b>Revenue Hours</b>	4,694			

FYTD	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
<b>Total Ridership</b>	23,566	47,693	73,865	103,276								
Avg. Weekday Ridership	842	873	921	953								
Avg. Saturday Ridership	533	520	521	557								
Avg. Sunday Ridership	519	510	519	574								
<b>Revenue Hours</b>	1,618	3,170	4,694	6,283								

### HIGHWAY 17 EXPRESS

#### Average Weekday Ridership History



### FYTD COMPARISON

#### 2010 vs. 2009

	FY 2010	FY 2009	Percent Change
# of Weekdays	87	87	0.0%
Total Ridership	103,276	111,465	-7.3%
Avg. Wkday Ridership	953	1,046	-8.9%
Avg Sat Ridership	557	570	-2.2%
Avg Sun Ridership	574	567	1.3%
Revenue Hours	6,283	6,037	4.1%
Riders Per Rev. Hour	16.44	18.46	-11.0%

Attachment

A

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# HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

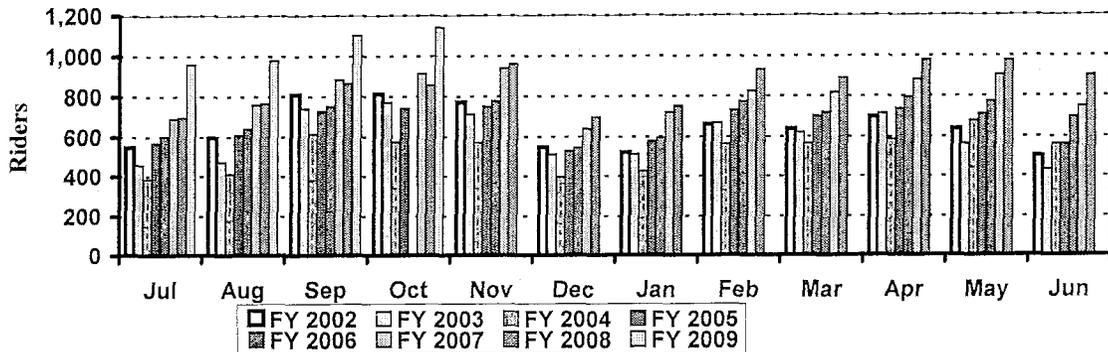
## FISCAL YEAR 2009

MONTHLY	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
<b>Total Ridership</b>	<b>25,909</b>	<b>26,183</b>	<b>27,827</b>	<b>31,536</b>								
Avg. Weekday Ridership	959	977	1,101	1,140								
Avg. Saturday Ridership	540	566	550	633								
Avg. Sunday Ridership	531	565	500	697								
<b>Total Service Days</b>	<b>31</b>	<b>31</b>	<b>30</b>	<b>31</b>								
Number of Weekdays	22	21	21	23								
Number of Saturdays	4	5	4	4								
Numbers of Sundays	5	5	5	4								
<b>Revenue Hours</b>	<b>1,483</b>	<b>1,449</b>	<b>1,468</b>	<b>1,618</b>								

QUARTERLY	Q1			Q2			Q3			Q4		
<b>Total Ridership</b>	<b>79,919</b>											
Avg. Weekday Ridership	1,012											
Avg. Saturday Ridership	553											
Avg. Sunday Ridership	532											
<b>Revenue Hours</b>	<b>4,400</b>											

FYTD	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
<b>Total Ridership</b>	<b>25,909</b>	<b>52,092</b>	<b>79,919</b>	<b>111,455</b>								
Avg. Weekday Ridership	959	968	1,012	1,046								
Avg. Saturday Ridership	540	554	553	572								
Avg. Sunday Ridership	531	548	532	567								
<b>Revenue Hours</b>	<b>1,483</b>	<b>2,932</b>	<b>4,400</b>	<b>6,018</b>								

### HIGHWAY 17 EXPRESS Average Weekday Ridership History



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### FYTD COMPARISON 2009 vs. 2008

	FY 2009		FY 2008		Percent Change
	Jul '08 to Oct '08	Jul '07 to Oct '07	Jul '08 to Oct '08	Jul '07 to Oct '07	
# of Weekdays	87	86	87	86	1.2%
Total Ridership	111,455	83,580	111,455	83,580	33.4%
Avg. Wkday Ridership	1,046	794	1,046	794	31.7%
Avg Sat Ridership	572	411	572	411	39.1%
Avg Sun Ridership	567	414	567	414	36.8%
Revenue Hours	6,018	5,798	6,018	5,798	3.8%
Riders Per Rev. Hour	18.52	14.42	18.52	14.42	28.5%

Attachment B

**HIGHWAY 17 EXPRESS  
REVENUE & EXPENDITURE SUMMARY  
FISCAL YEAR 2010**

PERIOD	TOTAL COST *	REVENUE								RATIOS				VTA COST SUMMARY			JPA COST SUMMARY		
		PASSENGER FARE REVENUE					ADDITIONAL FUNDS			TOTAL REVENUE	Ridership	Average Fare per Rider	Total Cost per Rider	Cost Recovery	Billed to VTA	VTA Fare Revenue	VTA Net Cost	TOTAL JPA Cost	JPA Cost per Rider
		FAREBOX	SCMTD Pass Sales	VTA Pass Sales	VTA EcoPass	Total Fare Revenue	SJSU** Funded	AMTRAK Funded											
Jul '09	\$155,343.40	\$54,382.61	\$14,362.50	\$9,810.00	\$1,120.00	\$79,675.11		\$10,361.00	\$90,036.11	23,566	\$3.38	\$6.59	58.0%	\$43,583.65	\$10,930.00	\$32,653.65	\$65,307.29	\$2.77	
Aug '09	\$148,122.32	\$57,058.06	\$15,222.50	\$9,360.00	\$940.00	\$82,580.56	\$279.28	\$10,361.00	\$93,220.84	24,127	\$3.42	\$6.14	62.9%	\$37,750.74	\$10,300.00	\$27,450.74	\$54,901.48	\$2.28	
Sep '09	\$145,713.48	\$56,350.07	\$17,092.50	\$17,460.00	\$828.00	\$91,730.57	\$2,117.96	\$10,348.15	\$104,196.68	26,172	\$3.50	\$5.57	71.5%	\$39,046.40	\$18,288.00	\$20,758.40	\$41,516.80	\$1.59	
Oct '09	\$152,325.81	\$63,785.70	\$18,733.50	\$15,750.00	\$924.00	\$99,193.20	\$2,489.96	\$10,460.59	\$112,143.75	29,411	\$3.37	\$5.18	73.6%	\$36,765.03	\$16,674.00	\$20,091.03	\$40,182.06	\$1.37	
<b>FYTD 2010</b>	\$601,505.01	\$231,576.44	\$65,411.00	\$52,380.00	\$3,812.00	\$353,179.44	\$4,887.20	\$41,530.74	\$399,597.38	103,276	\$3.42	\$5.82	66.4%	\$157,145.82	\$56,192.00	\$100,953.82	\$201,907.63	\$1.96	
<b>FYTD 2009</b>	\$601,142.97	\$221,310.66	\$67,059.00	\$68,490.00	\$4,456.00	\$361,315.66	\$4,591.32	\$40,405.28	\$406,312.26	111,465	\$3.24	\$5.39	67.6%	\$164,691.37	\$72,946.00	\$91,745.37	\$194,830.71	\$1.75	
<b>Percent Change</b>	0.1%	4.6%	-2.5%	-23.5%	-14.5%	-2.3%	6.4%	2.8%	-1.7%	-7.3%	5.5%	8.0%	-1.7%	-4.6%	-23.0%	10.0%	3.6%	11.8%	

FYTD 2009 Percent of Passenger Fare Revenues	65.6%	18.5%	14.8%	1.1%
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Abbreviations: SCMTD = Santa Cruz Metropolitan Transit District  
SJSU = San Jose State University

- \* SCMTD Invoice
- \*\* Expenses for SJSU blocks less farebox for SJSU blocks

5-7.01

Attachment

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager 

**SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ  
MONTHLY SERVICE REPORT FOR THE MONTH OF OCTOBER 2009**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- There were twenty-two (22) school-term days in October 2009 and twenty-three (23) in October 2008.
  - Revenue received from UCSC was \$417,247.09 versus \$450,795.38; a decrease of 7.4%
  - System-wide UCSC ridership decreased by 7.6% FYTD.
    - Total student ridership decreased by 6.3% FYTD.
    - Total Faculty/Staff ridership decreased by 19.3% FYTD.
  - Average Student ridership per weekday decreased by 5.7%
  - Average Faculty/Staff ridership per weekday decreased by 19.4%

## III. DISCUSSION

For the month of October 2009, there were twenty-two (22) school-term days.

UCSC Revenue in October 2009 decreased a total of \$33,548.29 or 7.4% under October 2008. This decrease was most likely caused by scaled back Night Owl service during the weekdays, and decreases in ridership. UCSC ridership for all METRO service in October 2009 was negative compared to October 2008, with an decrease of 7.6% FYTD. Monthly comparisons included a 5.7% decrease in Average Student ridership per weekday day and a 19.4% decrease in Average Faculty/ Staff ridership per weekday in October 2009 from October 2008. These decreases in ridership are likely due to stagnate or lower student attendance at UCSC, but further investigation is need to determine all the factors leading to these low ridership figures.

Please see attached graphs that will depict average UCSC Student and Faculty/Staff ridership decreasing by 5.7% and 19.4% respectively.

5-8.1

**IV. FINANCIAL CONSIDERATIONS.**

Total revenue received as of October 2009 is negative \$55,486.60 or 7.25% FYTD under October 2008 actuals.

**V. ATTACHMENTS**

- Attachment A: Total UCSC Monthly Revenue**
- Attachment B: Total UCSC Ridership**
- Attachment C: Monthly UCSC Ridership**
- Attachment D: Total UCSC Student Ridership**
- Attachment E: Total UCSC Faculty/Staff Ridership**

Prepared by: Erich Friedrich, Provisional Transit Planner; December 10, 2009.

**5-8.2**

## Total UCSC Monthly Revenue

FY 09 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-08	\$ 40,787.95	\$ 14,367.08	-	\$ 9,719.80	-	\$ 64,874.83	\$ 48,944.00	32.5%	\$ 15,930.83
Aug-08	\$ 43,773.78	\$ 16,273.16	-	\$ 10,973.81	-	\$ 71,020.75	\$ 55,280.33	28.5%	\$ 15,740.42
Sep-08	\$ 151,871.29	\$ 18,162.59	\$ 3,763.96	\$ 2,563.82	\$ 2,007.46	\$ 178,369.12	\$ 126,441.28	41.1%	\$ 51,927.84
Oct-08	\$ 408,791.24	\$ 21,030.79	\$ 13,538.41	\$ 1,999.52	\$ 5,435.42	\$ 450,795.38	\$ 373,239.85	20.8%	\$ 77,555.53
Nov-08	\$ 274,825.68	\$ 15,381.16	\$ 10,512.74	\$ 5,500.47	\$ 3,989.36	\$ 310,209.41	\$ 278,625.33	11.3%	\$ 31,584.08
Dec-08	\$ 129,527.31	\$ 11,581.57	\$ 4,892.43	\$ 3,560.21	\$ 2,118.85	\$ 151,680.37	\$ 144,450.71	5.0%	\$ 7,229.66
Jan-09	\$ 324,761.80	\$ 15,605.62	\$ 11,679.83	\$ 297.04	\$ 3,803.13	\$ 356,147.42	\$ 291,196.34	22.3%	\$ 64,951.08
Feb-09	\$ 313,712.45	\$ 16,053.38	\$ 12,788.37	\$ 893.73	\$ 4,582.22	\$ 348,030.15	\$ 316,841.16	9.8%	\$ 31,188.99
Mar-09	\$ 256,439.79	\$ 16,335.68	\$ 7,795.60	\$ 1,419.89	\$ 4,529.94	\$ 286,520.90	\$ 248,308.68	15.4%	\$ 38,212.22
Apr-09	\$ 337,553.59	\$ 16,412.05	\$ 13,858.64	\$ 657.89	\$ 6,013.28	\$ 374,495.45	\$ 344,270.47	8.8%	\$ 30,224.98
May-09	\$ 300,396.54	\$ 15,066.45	\$ 12,869.92	\$ 1,647.19	\$ 6,425.82	\$ 336,405.92	\$ 323,061.52	4.1%	\$ 13,344.40
Jun-09	\$ 136,348.98	\$ 14,611.75	\$ 4,245.33	\$ 1,648.20	\$ 3,218.69	\$ 160,072.95	\$ 155,257.04	3.1%	\$ 4,815.91
<b>FY 2009</b>	<b>\$ 2,718,790.40</b>	<b>\$ 190,881.28</b>	<b>\$ 95,945.23</b>	<b>\$ 40,881.57</b>	<b>\$ 42,124.17</b>	<b>\$ 3,088,622.65</b>	<b>\$ 2,705,916.71</b>	<b>14.1%</b>	<b>\$382,705.94</b>
FY-10 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-09	\$48,734.00	\$13,306.66				\$62,040.66	\$ 64,874.83	-4.4%	-\$2,834.17
Aug-09	\$41,885.71	\$13,429.30				\$55,315.01	\$ 71,020.75	-22.1%	-\$15,705.74
Sep-09	\$153,393.69	\$15,756.32	\$2,760.13	\$652.54	\$2,408.04	\$174,970.72	\$ 178,369.12	-1.9%	-\$3,398.40
Oct-09	\$385,944.49	\$16,972.17	\$10,275.05	\$0.00	\$4,055.38	\$417,247.09	\$ 450,795.38	-7.4%	-\$33,548.29
Nov-09									
Dec-09									
Jan-10									
Feb-10									
Mar-10									
Apr-10									
May-10									
Jun-10									
<b>FY 2010 Total</b>	<b>\$629,957.89</b>	<b>\$59,464.45</b>	<b>\$13,035.18</b>	<b>\$652.54</b>	<b>\$6,463.42</b>	<b>\$709,573.48</b>	<b>\$765,060.08</b>	<b>-7.25%</b>	<b>-\$55,486.60</b>

5-8.21

Attachment A

## Total UCSC Ridership

FY 2009 UCSC Ridership													
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total
Student	37,662	40,419	131,263	353,320	273,202	114,975	280,693	271,143	221,642	291,749	259,634	117,847	2,393,549
Staff	13,266	15,026	15,698	18,177	15,302	11,263	13,488	13,875	14,119	14,185	13,022	12,629	170,050
<b>Total</b>	<b>50,928</b>	<b>55,445</b>	<b>146,961</b>	<b>371,497</b>	<b>288,504</b>	<b>126,238</b>	<b>294,181</b>	<b>285,018</b>	<b>235,761</b>	<b>305,934</b>	<b>272,656</b>	<b>130,476</b>	<b>2,563,599</b>
Percentage Difference Between This Year and Last Year													
Student	15.3%	7.1%	39.9%	8.1%	11.5%	4.0%	18.4%	6.4%	14.4%	6.1%	2.1%	0.4%	9.9%
Staff	-15.5%	-11.5%	1.9%	-4.7%	-2.9%	-1.0%	-14.9%	-19.8%	-14.0%	-23.3%	-27.6%	-15.3%	-12.9%
<b>Total</b>	<b>5.3%</b>	<b>1.3%</b>	<b>34.5%</b>	<b>7.4%</b>	<b>10.7%</b>	<b>3.5%</b>	<b>16.3%</b>	<b>4.7%</b>	<b>12.2%</b>	<b>4.3%</b>	<b>0.1%</b>	<b>-1.4%</b>	<b>8.0%</b>
FY 2010 UCSC Ridership													
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total
Student	42,121	36,202	130,437	318,699									527,459
Staff	11,501	11,607	13,030	14,015									50,153
<b>Total</b>	<b>53,622</b>	<b>47,809</b>	<b>143,467</b>	<b>332,714</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>577,612</b>
Percentage Difference Between This Year and Last Year													
Student	11.8%	-10.4%	-0.6%	-9.8%									
Staff	-13.3%	-22.8%	-17.0%	-22.9%									
<b>Total</b>	<b>5.3%</b>	<b>-13.8%</b>	<b>-2.4%</b>	<b>-10.4%</b>									
<b>UCSC Ridership FYTD</b>						<b>FYTD 2009</b>	<b>FYTD 2010</b>						
Student						562,664	527,459	-6.3%					
Staff						62,167	50,153	-19.3%					
<b>TOTAL</b>						<b>624,831</b>	<b>577,612</b>	<b>-7.6%</b>					

5-8.61

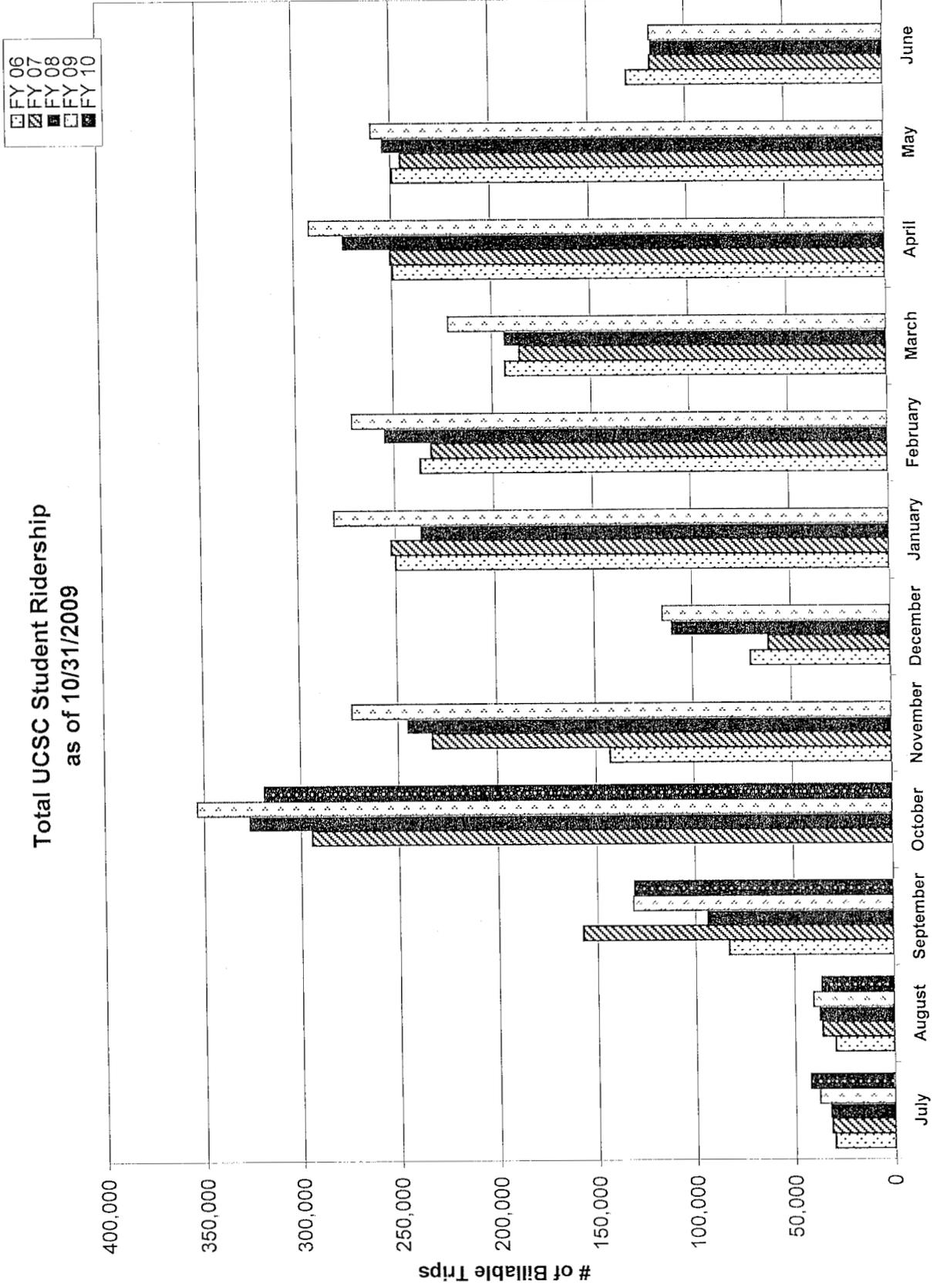
Attachment B

Monthly UCSC Ridership

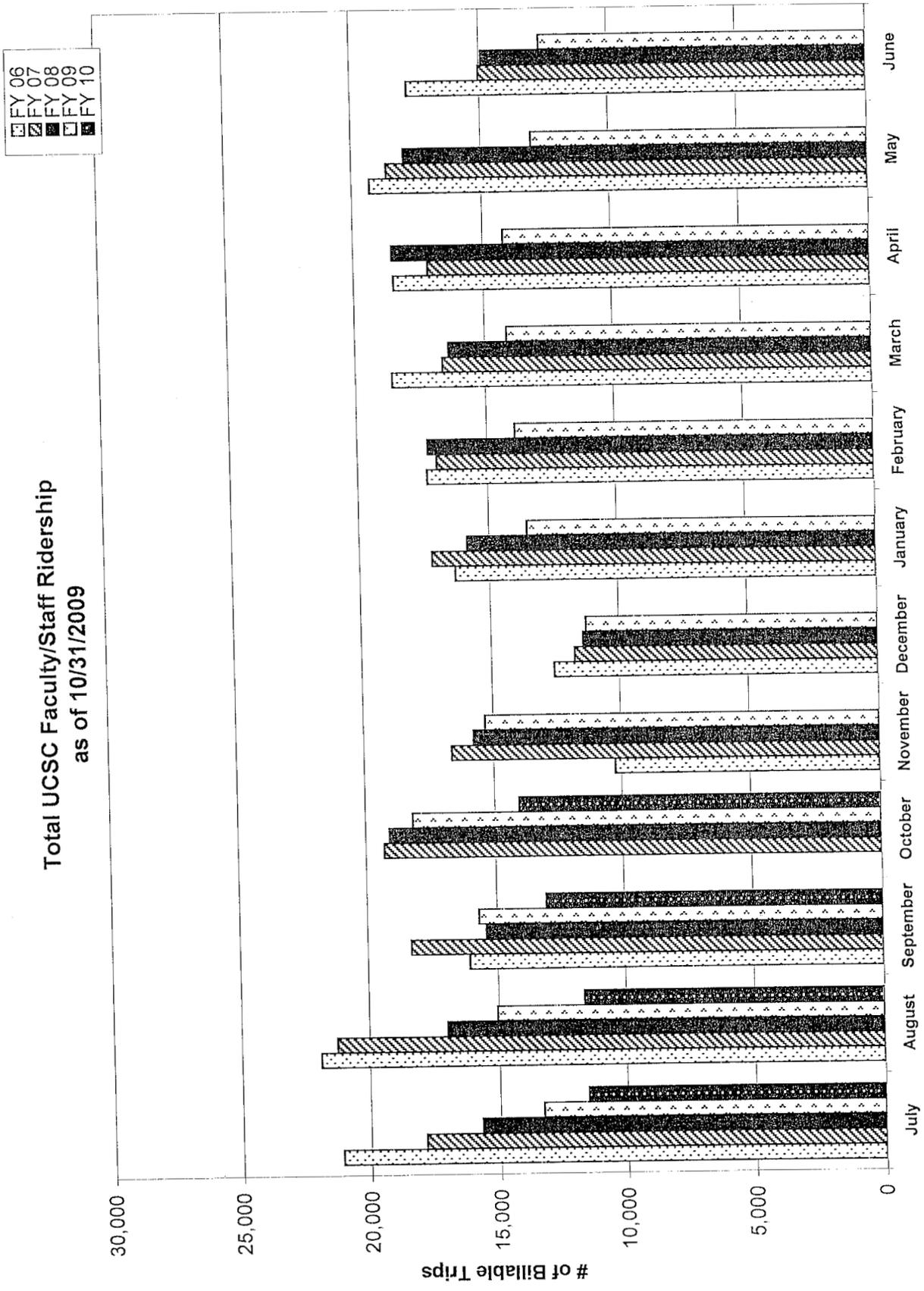
October 2009	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per Week Day			Average Faculty/Staff Ridership Per Weekday		
	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%
Regular Service	295,762	332,031	-10.9%	13,270	17,488	-24.1%	13,443.7	14,436.1	-6.9%	603.2	760.3	-20.7%
Supplemental	9,870	8,412	17.3%	501	375	33.6%	448.6	365.7	22.7%	22.8	16.3	39.7%
Night Owl	6,603	6,512	1.4%	20	41	-51.2%	300.1	283.1	6.0%	0.9	1.8	-49.0%
27x	6,464	6,365	1.6%	224	273	-17.9%	293.8	276.7	6.2%	10.2	11.9	-14.2%
<b>TOTAL</b>	<b>318,699</b>	<b>353,320</b>	<b>-9.8%</b>	<b>14,015</b>	<b>18,177</b>	<b>-22.9%</b>	<b>14,486.3</b>	<b>15,361.7</b>	<b>-5.7%</b>	<b>637.0</b>	<b>790.3</b>	<b>-19.4%</b>

5-8.c1

Attachment C



5-8.d1



5-8.e1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Frank L. Cheng, Project Manager  
**SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Maintenance Building
  - West Bay is continuing with site work on 2<sup>nd</sup> half of site.
    - Trash enclosure
    - Structural Steel / Roof Decking
    - Tilt-up panel Closure Strip
    - Sidewalk
    - Interior equipment
  - Staff report for contract amendment to RNL Design and a deductive change order to West Bay Builders for engineering services requested by West Bay Builders.
- Operations Building
  - RNL has repackaged the Operations Building.
  - Invitation For Bids(IFB) is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
  - On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz
  - DMC is will continue to work on punch list items.

## III. DISCUSSION

West Bay Builders is continuing to work on second phase of the Maintenance Building. West Bay is continuing site work for the trash enclosure, structural steel, roof decking, tilt-up panel closure strips, sidewalk, and interior equipment. Construction meetings are held weekly to maintain current project schedule. A staff report is being presented to the Board of Directors for contract amendment to RNL Design and a deductive change order to West Bay Builders for engineering services requested by West Bay Builders. The amount is \$21,734.10. West Bay chose Mesiti-Miller Engineering since they are the engineers on record for the project.

5-9.1

In regards to the Operations Building, RNL Design has completed the re-package of the Operations Building. The plans have been reviewed by the City of Santa Cruz, and plan checked by Bureau Veritas. Invitation for Bids is pending State release of Proposition 1B Bond Funds.

On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz. DMC Construction will continue to work on punch list items.

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

New updates on the MetroBase Project:

- West Bay continuing work.
- DMC working on punch list items.
- METRO move to 110 Vernon Street, Santa Cruz, CA

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
  - West Bay working on 2<sup>nd</sup> half site work, and punch-list items for 1<sup>st</sup> half.
  - IFB 06-01 Maintenance Building awarded to West Bay Builders.
  - Weekly Construction Meetings.
- B. Operations Building
  - RNL Design Operations Building re-package complete.
  - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- C. Vernon Administration Building (IFB 09-10)
  - Wald, Ruhnke & Dost Architects completed bid set.
  - Invitation For Bids 09-10 due March 24, 2009.
  - On April 24, 2009, the Board of Directors approved a contract with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.
  - Notice-to-Proceed for Vernon project is May 6, 2009.
  - On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz, CA.

#### IV. FINANCIAL CONSIDERATIONS

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

5-9.2

**V. ATTACHMENTS**

**Attachment A: None**

5-9.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

November 20, 2009

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, November 20, 2009 at the Watsonville City Council Chambers, 275 Main Street, Watsonville, CA.

Chair Bustichi called the meeting to order at 9:07 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Dene Bustichi  
Ron Graves  
Donald Hagen  
Michelle Hinkle  
Emilio Martinez  
Lynn Robinson  
Mike Rotkin  
Pat Spence  
Mark Stone (arrived after roll call)  
Marcela Tavantzis  
Ex-Officio Donna Blitzer (arrived after roll call)

#### DIRECTORS ABSENT

Ellen Pirie

#### STAFF PRESENT

Angela Aitken, Finance Manager / Acting AGM	Erich Friedrich, Transit Planner
Bob Cotter, Maintenance Manager	Debbie Kinslow, Asst Finance Manager
Mary Ferrick, Fixed Route Superintendent	Robyn Slater, Human Resources Manager
Terry Gale, IT Manager	April Warnock, Paratransit Superintendent
Margaret Gallagher, District Counsel	Les White, General Manager
Harlan Glatt, Sr. Database Administrator	

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

Dennis Baldwin, Bus Operator	Eduardo Montesino, UTU
Kelly Blanton	Bonnie Morr, UTU
John Daugherty, SEA	Will Regan, VMU
Miguel Escarcega, Vehicle Service Worker II	Amy Weiss, Spanish Interpreter

5-10.1

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

- a. New China Express      Re: Restaurant Lease

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

Will Regan introduced John Daugherty as the new SEA Chapter President. John Daugherty described his history with METRO, the E&DTAC, and with SEIU. Chair Bustichi welcomed John Daugherty.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

EX-OFFICIO DIRECTOR BLITZER ARRIVED

CONSENT AGENDA

- 5-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF SEPTEMBER 2009  
5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR SEPTEMBER 2009  
5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF ZONIA BEECHER WALDON, CLAIM #09-0016(B)  
DENY THE CLAIM OF KIM COLEMAN, CLAIM #09-0022  
DENY THE CLAIM OF MARIANNE CLEWORTH, CLAIM #09-0024  
5-4. ACCEPT AND FILE MAC AGENDA FOR NOVEMBER 18, 2009 AND MINUTES OF SEPTEMBER 16, 2009  
5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2009  
5-6. ACCEPT AND FILE PARACRUZ FUELING STATUS REPORT  
5-7. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR SEPTEMBER 2009  
5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2009  
5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR SEPTEMBER 2009  
5-10. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT  
5-11. APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 23, 2009  
5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE OCTOBER 2009 MEETING(S)

5-10.2

- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH FRICKE PARKS PRESS FOR PRINTING OF HEADWAYS
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CLASSIC GRAPHICS FOR VEHICLE BODY REPAIR AND PAINT SERVICES
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SHAW/YODER/ANTWIH, INC. FOR STATE LEGISLATIVE SERVICES
- 5-16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAPITALEGE ADVOCACY, LLC (FORMERLY CAROLYN C. CHANEY & ASSOCIATES) FOR FEDERAL LEGISLATIVE SERVICES
- 5-17. ACCEPT AND FILE REPORT ON STATUS OF WEBSITE REDESIGN
- 5-18. ACCEPT AND FILE REPORT ON STATUS OF BUS STOP STICKER REDESIGN
- 5-19. CONSIDERATION OF APPROVING THE REVISED ADA COMPLAINT PROCEDURE REGULATION TO UPDATE NEW ADMINISTRATION OFFICE ADDRESS AND PERSONNEL CHANGES EFFECTIVE DECEMBER 4, 2009

Regarding Item #5-19, Director Spence commented that the Complaint Form should be posted on the website in a fillable format. Les White said that it would be on the new website.

#### **DIRECTOR STONE ARRIVED**

Director Hagen said he had concerns about the numbers used in the September Ridership Report (item #5-7). Les White explained how the data and terminology are used. Director Tavantzis complimented ParaCruz on their improved numbers, and asked if the report in item # 5.5 was gone for good, or if it would eventually return for Board review. April Warnock explained that due to technological difficulties, the report was not available, and that it would return at the next Board of Directors meeting. Les White commended the staffs of ParaCruz and the IT Department for implementing the ParaCruz phone system installation and setup.

**ACTION: MOTION: DIRECTOR SPENCE SECOND: DIRECTOR ROTKIN**

**Approve the Consent Agenda.**

**Motion passed unanimously with Director Pirie being absent.**

#### **REGULAR AGENDA**

#### **6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

The following employees were presented with longevity awards for their years of service:

#### **TEN YEARS**

Miguel A. Escarcega, Vehicle Service Worker II

5-10.3

**TWENTY-FIVE YEARS**

Ascencion G. Sanchez, Bus Operator  
Dennis R. Baldwin, Bus Operator  
Mario R. Espinoza, Bus Operator  
Mary E. Miller, Bus Operator

7. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON METRO'S PROPOSED  
TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE**

**Summary:**

Margaret Gallagher explained that as a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title VI of the Civil Rights Act of 1964 and implement a Title VI Program to provide that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance. Ms. Gallagher said that the Federal government encourages recipients to include within their Title VI Programs, age, sex and disability protected classifications, and because METRO has a separate ADA/504 Regulation, METRO staff has only included the "age" and "sex" classifications into its Title VI Program. Ms. Gallagher said that METRO also included "sexual orientation" as a specific classification, as suggested at the October 23, 2009 Board meeting, and that on November 18, 2009, the METRO Advisory Committee (MAC) suggested that the Board consider adding "Gender Identity" to the list of protected classifications. Ms. Gallagher said that she supported the MAC recommendation.

**CHAIR BUSTICHI OPENED THE PUBLIC HEARING AT 9:25 A.M.**

Director Spence asked if language was a protected classification. Margaret Gallagher said that Limited English Proficient Individuals are covered in section 6. There was a discussion about the verbiage used in the policy. Director Spence asked about the reference to complainant representatives in section 7. Director Spence asked that the complaint form be changed to bear the mailing address for METRO. There was a discussion about the timelines in the METRO procedure for Investigating Complaints, and Director Spence asked that the timelines be made more linear, and that section 7.11.a1-3 be re-arranged in reverse order.

Director Spence asked how complainants could be encouraged to use the METRO Procedures first. Margaret Gallagher said that there was no way to dissuade people from filing Federal complaints, and the current order encourages complainants to use the METRO procedure first. Director Martinez asked if the timelines followed standard procedure. Director Martinez said he was concerned that that the investigative process might be too slow and thought that it might be looked into.

Director Hagen made reference to the Outreach/Public Comment Period on page 7.3. Director Hagen said that *Headways* should have a larger-font Spanish-language notice on the cover, with the starting page number included, and he suggested that a Spanish-language presentation be made at the Watsonville Senior Center. Director Rotkin said that although Director Martinez'

5-10.4

comments are helpful, the timelines in the complaint procedures should remain the same, and he pointed out that there is no dedicated staff to meet such accelerated timelines.

**CHAIR BUSTICHI CLOSED THE PUBLIC HEARING AT 9:40 A.M.**

8. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON METRO'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1.73% FOR FISCAL YEAR 2010 (FY10) AND THE METHODOLOGY USED TO SET THE GOAL AND EXTEND PUBLIC COMMENT PERIOD**

**Summary:**

Margaret Gallagher reported that as a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets. Ms. Gallagher said that Caltrans created methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs, and that METRO has received permission to use the aforementioned methodology, resulting in a DBE Goal of 1.73%. Ms. Gallagher asked that the Board extend the comment period on the proposed DBE Goal for FY10 through January 7, 2010.

**CHAIR BUSTICHI OPENED THE PUBLIC HEARING AT 9:41 A.M.**

Director Rotkin stated that at one time the DBE goal was 30%, and then it gradually began decreasing. Director Rotkin said that the goal is embarrassingly low, but that there would be consequences for not meeting a goal that is set too high. Chair Bustichi asked if METRO must adhere to the Disadvantaged Veteran Business Enterprise program. Margaret Gallagher said that it was not covered under the DBE program. Chair Bustichi explained that many times contractors don't receive any bids from DBE subcontractors, and how subcontractors often use a DBE supplier to meet the DBE requirement. Les White said that the Federal and State governments used to be more aggressive, but court decisions have resulted in the Federal Government moving away from preferential selection. Director Rotkin said that Proposition 209 has hurt minority businesses.

**CHAIR BUSTICHI CLOSED THE PUBLIC HEARING AT 9:51 A.M.**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN**

**Extend the Public Comment period on the proposed DBE Goal for FY10 through January 7, 2010.**

**Motion passed unanimously with Director Pirie being absent.**

5-10.5

9. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH iXP CORPORATION FOR CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM**

**Summary:**

Angela Aitken reported that proposals were sought from qualified CCTV surveillance consultant firms to conduct an analytical review of METRO's CCTV surveillance system for METRO facilities, and 12 proposals were received. Ms. Aitken said that the evaluation committee is recommending that a contract be established with iXP Corporation for consulting services for upgrade of METRO's CCTV Surveillance System for an amount not to exceed \$47,677.50. Les White explained that the funds come from State Proposition 1B bond program where the State authorized \$1 billion in bonds to improve security systems, primarily in response to post-9/11 concerns, and is recognition that the Department of Homeland Security has not stepped up to provide the funding necessary for the types of security systems and monitoring that they were proposing the transit systems implement. Mr. White explained the reasons for choosing iXP Corporation. Staff recommends that the Board authorize the General Manager to execute a contract with iXP Corporation for consultant services for upgrade of METRO's Closed Circuit Television Surveillance System.

**Discussion:**

Director Rotkin said that METRO needs this improvement, and that the money is well-spent. Director Martinez asked if any notification was posted about the use of video cameras. Les White said that notifications are posted at all METRO facilities that currently have cameras. John Daugherty said that employees need to be safe and suggested that before the cameras are bought, it was important to confer with Union representatives and affected employees to explain what the cameras will and will not do. Mr. Daugherty stated that there is no notification at the METRO Center employee lounge.

Director Martinez said that he was concerned that employees were going to be surveilled on their personal time. Les White said that there should be a notification about the use of cameras, and he shared the history of maintenance problems due to vandalism at the restrooms in question. Mr. White emphasized that the camera is focused on the door and asserted that he believed it was not METRO employees, but rather the vendors and the people whom they allow to use the restrooms. Mr. White said that the camera is not intended to intrude on employees' privacy, but is a short-term installation to determine where the vandalism is coming from so it can be stopped. Director Robinson suggested adding language to consult Unions and affected employees. Les White said that iXP was merely designing a plan, and that the Unions and affected employees would be consulted in preparation. John Daugherty stated that meet and confer opportunities are not necessarily meet and "all agree" opportunities, and that the employees are looking for an opportunity to be consulted early on in the process.

5-10.6

**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROTKIN**

**Authorize the General Manager to execute a contract with iXP Corporation for consultant services for upgrade of METRO's Closed Circuit Television Surveillance System.**

**Motion passed unanimously with Director Pirie being absent.**

10. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SOUTHERN COMPUTER WAREHOUSE FOR PURCHASE OF MICROSOFT OFFICE 2007 PRO LICENSES PLUS SOFTWARE ASSURANCE**

**Summary:**

Terry Gale said that METRO is currently using Microsoft Office 2000 in its daily operations, which is no longer supported, and recommends that the Board of Directors authorize the General Manager to sign a purchase order with Southern Computer Warehouse for purchase of 130 each Microsoft Office 2007 Pro Licenses Plus Software Assurance for an amount not to exceed \$55,000.

**Discussion:**

Director Tavantzis asked if training expenses have been accounted for. Terry Gale said ½ day trainings are planned. Director Spence asked if the upgrades would include all applications. Terry Gale said that they would, and come with a software assurance for the upcoming 2009 update. Angela Aitken said that all costs for training are already incorporated in the budget. Director Tavantzis offered to share a guide to the new operating system. There was a discussion about alternatives to Windows.

**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROTKIN**

**Authorize the General Manager to execute a purchase order/contract with Southern Computer Warehouse for the purchase of 130 each Microsoft Office 2007 Pro Licenses Plus Software Assurance for an amount not to exceed \$55,000.**

**Motion passed unanimously with Director Pirie being absent.**

**DIRECTOR TAVANTZIS LEFT THE MEETING**

11. **CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR STATE FUNDING IN THE AMERICAN RECOVERY AND REINVESTMENT ACT'S CALIFORNIA ENERGY COMMISSION'S STATE ENERGY PLAN'S MUNICIPAL AND COMMERCIAL BUILDING TARGETED MEASURE RETROFIT GRANTS PROGRAM**

5-10.7

**Summary:**

Angela Aitken said that she wished to address both Agenda item #11 and Agenda item #12, which are both grants. Ms. Aitken reminded the Board about the loss of STA funds, the poor state of sales tax revenue, and said that METRO's interim Grants Analyst had found two grants. Ms. Aitken described the nature of the two grant applications. Staff recommends that the Board adopt a resolution authorizing the General Manager to submit an application to the American Recovery and Reinvestment Act's California Energy Commission's State Energy Plan's Municipal and Commercial Building Targeted Measure Retrofit Grants Program.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

**Authorize the General Manager to submit an application to the American Recovery and Reinvestment Act's California Energy Commission's State Energy Plan's Municipal and Commercial Building Targeted Measure Retrofit Grants Program.**

**Motion passed unanimously with Directors Pirie and Tavantzis being absent.**

12. **CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION'S COMMERCIAL MOTOR VEHICLE OPERATOR SAFETY TRAINING GRANT PROGRAM**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

**Authorize the General Manager to submit applications to Federal Motor Carrier Safety Administration and to execute necessary agreements for grant funds from the Commercial Motor Vehicle Operator Safety Training grant program.**

**Motion passed unanimously with Directors Pirie and Tavantzis being absent.**

13. **CONSIDERATION OF TERM EXPIRATIONS AND VACANCIES ON THE METRO ADVISORY COMMITTEE**

**DIRECTOR TAVANTZIS RETURNED TO THE MEETING**

**Summary:**

Les White reported that there are three MAC appointments that expire at the end of December, 2009, and detailed the efforts made to advertise the vacancies. Mr. White recommended that Board Members contact their appointments regarding re-appointment, and that the Board revisit the issue on December 18, 2009. There was a discussion of recruitment methods.

5-10.8

14. **CONSIDERATION OF HOW TO DESIGN AN ADOPT-A-STOP BUS STOP BENCH/SHELTER DONATION PROGRAM THAT WORKS FOR SANTA CRUZ METRO IN ACCORDANCE WITH ITS NEEDS AND POLICIES**

**Summary:**

Chair Bustichi announced that item #14 would be continued. Margaret Gallagher said that a subcommittee should be established to study and evaluate the program. Bonnie Morr said it would be appreciated if the Bus Stop Advisory Committee could be included. Director Spence asked if advertising was going to be allowed on the bus shelters. Margaret Gallagher said that the policies needed to be established first.

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the Existing Litigation case of Joe Blair and that the Board of Directors will conduct a Public Employee evaluation of the General Manager.

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

**SECTION II: CLOSED SESSION**

Chair Bustichi adjourned to Closed Session at 10:34 a.m. and reconvened to Open Session at 11:25 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

17. **REPORT OF CLOSED SESSION**

Chair Bustichi stated that there was no reportable action taken in Closed Session.

**ADJOURN**

There being no further business, Chair Bustichi adjourned the meeting at 11:25 a.m.

Respectfully submitted,

ANTHONY TAPIZ  
Administrative Assistant

5-10.9

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS**

### I. RECOMMENDED ACTION

**Accept and File Santa Cruz METRO's Property Inventories of Leased and Owned Property for 2009, which includes a Determination that METRO does not own, Lease or Control any Property which is in excess of its Foreseeable Needs.**

### II. SUMMARY OF ISSUES

- Santa Cruz Metropolitan Transit District is required on an annual basis to prepare inventories of properties it holds, owns and controls to determine if any properties are in excess of its foreseeable needs.
- All properties leased by Santa Cruz METRO are currently being used in transit operation for bus maintenance, bus parking, administration and facilities maintenance activities.
- All properties leased, owned or controlled by Santa Cruz METRO are in transit uses and none of these properties are in excess of METRO's foreseeable needs.

### III. DISCUSSION

Government Code Section 50569 requires that on or before December 31<sup>st</sup> of each year, Santa Cruz METRO, a local agency, make an inventory of all lands held, owned or controlled by it or any of its departments, agencies or authorities to determine what land, including air rights, if any, are in excess of its foreseeable needs. According to the statute, a description of each parcel found to be in excess of its needs should be made a matter of public record.

An inventory of all the properties owned by Santa Cruz Metro, prepared by the Legal Department and reviewed by the Finance Department is set forth in Attachment A. The only changes since December 2008 have been the following:

1. The MetroBase Fueling and Bus Wash Facility has been completed at 1200-B River Street, formerly 1122 River Street;

5-11.1

2. The property located at 1211 River Street was previously an empty residential unit and is now a paved parking lot being utilized for METRO's owned vehicles; and
3. The property located at 1217 River Street was previously three residential units, two were vacant and one was occupied by a tenant. Currently it is being used for offices for Frank Cheng, METRO's MetroBase Project Manager, Harris & Associates, MetroBase Contractors and other outside contractors as may be needed for the MetroBase Project.

An inventory of properties that Santa Cruz METRO leases from others is set forth in Attachment B. All of the leased property is currently being used for transit operation and related support functions. The only changes during 2009 besides incremental rent increases for certain leases requiring CPI adjustments are the following:

1. METRO's administrative offices moved to 110 Vernon Street the first week of December, 2009. The lease does not terminate on the 370 Encinal property until 01/31/10 but the landlord has agreed to extend that deadline, should METRO need additional time to vacate the property beyond January 2010, if METRO provides a 15-day written notice; and
2. The 111 Dubois lease terminates on 12/31/10, however, METRO can move out any time after February 28, 2010, with the requirement that METRO provides the landlord with a 60-day written notice.

According to the applicable statute, any citizen, limited dividend corporation, housing corporation or nonprofit corporation, shall upon request, be provided with a list of the parcels found to be in excess without charge. Because METRO uses all of its leased and owned property in transit or transit related purposes, no list of excess properties was prepared for adoption.

The Federal Transit Administration Circular 5010.1C requires METRO to prepare and keep up to date an excess property utilization plan for all property that is no longer needed to carry out the original intended purpose including an explanation for the excess property. METRO is also required to notify FTA when property is removed from the service originally intended at grant approval and put to additional or substitute uses. At this time, METRO has no excess property and, therefore, will not be preparing an excess property utilization plan.

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

None

#### **V. ATTACHMENTS**

**Attachment A:** SCMTD Deeds

**Attachment B:** Properties Leased by Santa Cruz Metropolitan Transit District

5-11.2

# SCMTD DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
005-152-05	Santa Cruz, CA 912 Pacific Ave. Santa Cruz	07/16/80	Peerless Stages, Inc.	Pacific Station Multi-Modal Facility	Active transit center
005-152-31	Santa Cruz, CA 920 Pacific Avenue Santa Cruz	09/22/80	Reward Enterprises	Pacific Station Multi-Modal Facility	Active transit center
008-013-09 previously 008-013-04	Santa Cruz, CA 120 Golf Club Dr. Santa Cruz	6/24/05	The Estate of Yvonne A. Humphrey. Brent J. Bouchard, executor.	MetroBase Project	Future Maintenance Shop Location
008-013-09 previously 008-013-05	Santa Cruz, CA 138 Golf Club Dr. Santa Cruz	05/19/71	Cecil E. Woodsy Minnie M. Woolsey	Minor Maintenance Shop Location MetroBase Project	Active Maintenance Facility being retrofitted for CNG repairs
008-013-09 previously 008-013-06	Santa Cruz, CA 138 Golf Club Dr. (previously 140 combined with 138) Santa Cruz	07/7/71	Sally Anne Smith	Minor Maintenance Shop Location MetroBase Project	Active Maintenance Facility being retrofitted for CNG repairs
008-032-05 previously 008-032-06	Santa Cruz, CA 1200-A River St. Santa Cruz	06/15/77	Warren R. French Mabel L. French	Operations Dept. Location MetroBase Project	Active Operations Dept.
Bus Stop #2551. No APN # listed	Santa Cruz, CA 17 <sup>th</sup> Ave./Tremont Santa Cruz	09/5/89	No. Calif. VOE Elderly Housing, Inc.	17 <sup>th</sup> & Tremont Bus Stop Donation Live Oak Location	Active bus stop with shelter
022-211-91	Scotts Valley, CA 425 King's Village Bart Cavallaro Transit Center	011/15/96	Church of Latter-Day Saints 13.87% ownership by Scotts Valley Redevelop. Agency	Bart Cavallaro Transit Center Park and Ride Lot Multi-Modal Facility	Active Transit Center

5-11.21

Attachment A

# SCMTD DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
017-011-54	Borders West Lake Ave. & Rodriguez St., Watsonville, CA -Watsonville Transit Center	05/9/86	Crocker National Bank	Watsonville Transit Center Multi-Modal Facility	Active transit center
017-011-57 and 017-011-58 (formerly 51 & 52)	Watsonville, CA Watsonville Transit Center	10/06/88	Allan Louis Alexander Ann Alexander Rando John M. Batistich Joan M. Batistich Janet F. Ryan	Transit-Oriented Mixed Use Facility which includes a Child Care Center	99-year lease with City of Watsonville for \$1.00 per year.
008-032-05	1200-B River St.	06/25/05	The 2004 Jeannine M. Gibson, Family Trust, Jeannine Marie Gibson, Trustee	MetroBase Project	Current site of MetroBase Fueling Facility and Bus Wash Facility
086-102-14	Boulder Creek, CA 17835 China Grade Boulder Creek	04/7/05	Santa Cruz County/The Henry F. Plummer Trust, Henry F. Plummer, Trustee	Easement at China Grade & Hwy 236	Bus Turnaround
008-011-14	Santa Cruz, CA 110 Vernon Street Santa Cruz	08/01/07	Mindi Broughton and Paul Broughton, Broughton Land LLC, A California Limited Liability company	MetroBase Project	Current fleet administration offices, general administration offices and facilities department
No APN # listed	Intersection of Soquel Ave., Soquel Dr. and Highway 1 Soquel	3/29/88	State of California, Dept. of Transportation	Director's Deed #DD-47160-1 for 1.312 acres and .037 of an acre for Soquel Park & Ride Lot	Active Park and Ride Lot

5-11.02

# SCMTD DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
008-013-08	Santa Cruz, CA 1211 River Street, Santa Cruz	1/31/08	Jan Van Boeschoten, as Trustee of the Jan Van Boeschoten Trust dated October 23, 2006	MetroBase Project	Previously an empty residential unit purchased for the MetroBase project; Currently is a paved parking lot being utilized for METRO owned vehicles.
008-013-07	Santa Cruz, CA 1217 River Street, Santa Cruz	2/29/08	Richard Dennis Stewart	MetroBase Project	Previously three empty residential units purchased for the MetroBase project; Currently used for MetroBase Project Manager's office, Harris & Associates' office and other outside contractors' offices; Future site of a METRO Maintenance Facility.

5-11.03

**PROPERTIES LEASED BY  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

<b>PROPERTY ADDRESS/ LESSOR</b>	<b>TERM/ NOTICE/ BOARD ACTION</b>	<b>CURRENT MONTHLY LEASE AMT.</b>	<b>USE OF PROPERTY</b>
111 Dubois IULIANO 1977 TRUST	03/01/05- Beginning 02/29/10- Ending 03/01/10- Ext. begins 12/31/10- Ext. ends	\$12,397.69/mo \$148,772.28/yr	Major Maintenance Facility
115 Dubois IULIANO 1977 TRUST	02/01/05-Beginning 01/31/08-Ending 02/01/08 -- Ext. begins 12/31/10 -- Ext. ends	\$3,369.76/mo \$40,437.12/yr	Bus and vehicle parking
370 Encinal Street Edward and Barbara Hinshaw	01/15/99- Beginning 01/14/06- Ending 01/15/06- Ext. begins 01/15/08 - 2 <sup>nd</sup> ext begins 01/15/09 - 3 <sup>rd</sup> ext begins 01/15/10 - 4 <sup>th</sup> ext. begins 01/31/10 - ext ends	\$30,000.00/mo \$360,000.00/yr.	Previous Administration Offices/ Facilities Maintenance
425 Front Street Greyhound Lines, Inc.	07/01/98- Beginning 06/30/03- Ending 07/01/03- Ext. begins 12/31/08- month to month	\$8,416.30 (FY 10) \$701.36/mo	Bus parking
2880 Research Park Drive, Soquel, CA Soquel III Associates	09/01/04-Beginning 08/31/09-Ending 09/01/09- Ext. begins 08/31/14- Ext. ends	\$12,415.52/mo \$148,986.24/yr	ParaCruz Operations Facility
1200 River Street (small portion) City of Santa Cruz	10/01/04- Beginning 09/30/44- Ending	\$1.00/Annually *100% of taxes and assessments	Future MetroBase facility

Grant of Easement and Agreement

Capitola Mall Macerich Partnership, LP	Perpetual	\$1,645.13/mo \$19,741.56/yr.	Active Transit Center
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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Robert Cotter, Manager of Maintenance  
**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH SC FUELS FOR DELIVERY OF CARB ULTRA-LOW SULFUR DIESEL FUEL FOR AN AMOUNT NOT TO EXCEED \$1,500,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to enter into a one-year contract extension with SC Fuels for delivery of CARB ultra-low sulfur diesel fuel for an amount not to exceed \$1,500,000.**

## II. SUMMARY OF ISSUES

- METRO has a contract with SC Fuels for the delivery of CARB ultra-low sulfur diesel fuel.
- This contract was established on February 7, 2007 for a two-year period with three optional one-year extensions.
- The current contract approved by the Board of Directors will expire on January 31, 2010.
- Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with SC Fuels for delivery of CARB ultra-low sulfur diesel fuel for an amount not to exceed \$1,500,000.

## III. DISCUSSION

METRO has a contract with SC Fuels for the delivery of CARB ultra-low sulfur diesel fuel that will expire on January 31, 2010. This contract was established on February 7, 2007 for a two-year period with three optional one-year extensions. During this contract period, the quality of service provided by SC Fuels has been excellent.

Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with SC Fuels for delivery of CARB ultra-low sulfur diesel fuel for an amount not to exceed \$1,500,000.

## IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Fleet FY10 Fuels and Lubricants – Revenue Vehicles budget.

5-12.1

**V. ATTACHMENTS**

**Attachment A:** Contract Amendment

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: December 8, 2009

5-12.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT NO. 2007-MA-01RTCC  
FOR DELIVERY OF CARB ULTRA-LOW SULFUR DIESEL FUEL**

This Second Amendment to Contract No. 2007-MA-01RTCC for delivery of CARB ultra-low sulfur diesel fuel is made effective January 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("METRO") and Southern Counties Oil Co., d.b.a. SC Fuels ("Contractor").

**I. RECITALS**

1.1 METRO and Contractor entered into a Contract for Delivery of CARB ultra-low sulfur diesel fuel ("Contract") on February 1, 2007.

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

Therefore, METRO and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through January 31, 2011. This Contract may be mutually extended by agreement of both parties.

**III. REMAINING TERMS AND CONDITIONS**

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

**V. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

5-12.a1

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

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR -- SC Fuels

By \_\_\_\_\_  
Mimi S. Taylor  
CFO of G.P.

By \_\_\_\_\_  
Robert W. Bollar  
Corp. Sec. of G.P.

Approved as to Form:

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

5-12-92  
2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Ciro Aguirre, Operations Manager  
April Warnock, Paratransit Superintendent

**SUBJECT: CONSIDERATION OF AMENDING THE PURCHASE ORDER WITH DEVCO OIL, INC. IN AN AMOUNT NOT TO EXCEED \$47,000.**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute an amendment to increase the total amount of the purchase order with Devco Oil, Inc. for an amount not to exceed \$47,000.**

## II. SUMMARY OF ISSUES

- Steve's Union 76, the contracted vendor for fueling of the ParaCruz fleet has ceased operation since October 2009 in order to remodel their service station.
- Fueling alternatives for the ParaCruz fleet are currently Devco Oil Inc, 139 Encinal, Santa Cruz, and Cruz Car Wash, 2731 41<sup>st</sup> Avenue, Soquel.
- Initial construction completion date for Steve's Union 76 was January 31, 2010, but has now been extended one month, amended completion date estimated at February 28, 2010.

## III. DISCUSSION

ParaCruz has a contract for the purchase of fuel with Steve's Union 76, 1500 Soquel Drive, Santa Cruz. The contracted vendor has stopped operations in order to remodel their service station, and it is projected that the remodel will take ninety (90) days to complete, the projected reopening is estimated for the end of February 2010. The ParaCruz fleet is currently fueling at Devco Oil Inc, and Cruz Car Wash during the remodel.

Due to increased volume of fueling, staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the purchase order with Devco Oil, Inc. increasing authorization for an amount not to exceed \$47,000.

5-13.1

**IV. FINANCIAL CONSIDERATIONS**

Funds to support these amendments are included in the ParaCruz FY10 Fuels and Lubricants – Revenue Vehicles.

**V. ATTACHMENTS**

**None.**

Prepared By: April Warnock, Paratransit Superintendent  
Date Prepared: December 10, 2009

5-13.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Frank L. Cheng, Project Manager

**SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE CONTRACT OF RNL DESIGN, INC. IN THE AMOUNT OF \$21,734.10 FOR ENGINEERING SERVICES REQUESTED BY WEST BAY BUILDERS AND A DEDUCTIVE CHANGE ORDER TO WESTBAY BUILDERS CONTRACT IN THE AMOUNT OF \$21,734.10 FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute an amendment to the contract with RNL Design, Inc. in the amount of \$21,734.10 for engineering services requested by West Bay Builders and a deductive change order to West Bay Builders's contract in the amount of \$21,734.10 for the Maintenance Building component of the MetroBase Project.**

## II. SUMMARY OF ISSUES

- The Maintenance Building component of the MetroBase Project required the contractor to obtain a mechanical engineering services for verification on non-compliance items.
- Non-compliance items: Roof Screen Redesign, out of alignment anchor bolts, steel beams, and welding.
- Increase in RNL Design's contract in the amount of \$21,734.10
- Deductive Change Order to West Bay Builders in the amount of \$21,734.10

## III. DISCUSSION

The Maintenance Building component of the MetroBase Project required the contractor to obtain mechanical engineering services for verification on non-compliance items. West Bay Builders is the general contractor for this component and is working to complete the project. West Bay Builders requested the use of Mesiti-Miller Engineering, a sub consultant of RNL Design, to resolve the non-compliance items. The non-compliance items are roof screen redesign, out of alignment anchor bolts, steel beams, and welding. The total invoice from RNL Design is \$21734.10 and will increase RNL Design's contract by that amount. A deductive change order to West Bay Builders in the same amount will be processed to the West Bay Builder's contract.

5-14.1

Staff has reviewed the engineering services and recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with RNL Design, Inc. in the amount of \$21,734.10 for engineering services requested by West Bay Builders and a deductive change order to West Bay Builder's contract in the amount of \$21,734.10 for the Maintenance Building component of the MetroBase Project.

**IV. FINANCIAL CONSIDERATIONS**

No cost impact to METRO.

**V. ATTACHMENTS**

**None**

5-14.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: December 18, 2009

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Action Taken In Closed Session Regarding Settlement with Joseph Blair; Claim #09-0005

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### Settlement of Blair, Joseph; Claim #09-0005

On November 20, 2009, in closed session the Board of Directors authorized a settlement in the amount of Eight Thousand Dollars (\$8,000.00), for the accidents that occurred on December 13, 2008 and April 4, 2009 in Santa Cruz, California involving Joseph Blair. The following directors authorized the settlement: Bustichi, Graves, Hagen, Hinkle, Martinez, Robinson, Rotkin, Spence and Tavantzis. There were no Directors that opposed the settlement. Directors Pirie and Stone were absent.

Pursuant to this direction, a fully executed release was received from the claimant and a District warrant was issued in the sum of \$8,000.00.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT:** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR CONTINUING TO AUDIT THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE BART CAVALLARO TRANSIT CENTER**

### I. RECOMMENDED ACTION

**Authorize the General Manager to Execute a Contract with Sue Clarke for Auditing of the external route announcements at the Cavallaro Transit Center.**

### II. SUMMARY OF ISSUES

- Santa Cruz METRO is required by the Americans with Disabilities Act to make Call Stop Announcements. The announcements can be made either through the use of Talking Bus Equipment or by the individual bus operators. METRO purchased Talking Bus Equipment for purposes of making the required announcements.
- Sue Clarke has been auditing the Talking Bus external announcements at the Watsonville Transit Center and Bart Cavallaro Transit Center since July 1, 2007. The information contained in Ms. Clarke's audit reports was provided in the quarterly Call Stop Reports provided to the Board of Directors through the second quarter of 2008.
- Beginning in August of 2008, the security guards at the Watsonville Transit Center began performing the external bus audits. Sue Clarke has continued to perform the external bus audits at the Bart Cavallaro Transit Center. Clarke's contract expires on 12/31/09.

### III. DISCUSSION

Santa Cruz METRO is required by the Americans with Disabilities Act to make Call Stop Announcements. METRO purchased the talking bus equipment for purposes of making the required announcements. The equipment provides for internal and external announcements. The external announcements that announce the bus route for each bus are made at the Transit Centers and at the bus stops. These announcements alert potential passengers that a particular bus will be following a specific route. These announcements are critical to insure that all passengers know which bus they should board to get to their destination. METRO staff has determined that at the Transit Centers the external announcements should call out the routes four times before the bus departs from the center.

The purpose of the contract with Sue Clarke is so that she can verify that the bus operators are making the required four announcements before they depart from the Bart Cavallaro Transit Center. This verification system will ensure that METRO is able to properly defend itself should anyone dispute that METRO is calling out the stops in compliance with the law.

Attached is the current contract for Sue Clarke, who has been auditing the required external announcements at the Watsonville Transit Center and Bart Cavallaro Transit Center since July 1, 2007. Her contract was modified in August of 2008 to only include the Bart Cavallaro Transit Center. The security guards at the Watsonville Transit Center began performing the audit at that location. Ms. Clarke's current contract expires on 12/31/09. If the Board of Directors approves this recommendation to continue the audits, this current contract will be used for the new contract, the only change will be in the contract period, which will be January 1, 2010 through December 31, 2010. Ms. Clarke will continue performing audits at the Bart Cavallaro Transit Center only, not to exceed five hours per week.

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

Ms. Clarke has been auditing 5 hours per week. She is paid at the rate of \$25.00 per hour, or \$125.00 per week. This contract would continue these financial arrangements through the end of 2010.

#### **V. ATTACHMENTS**

**Attachment A:** Current Independent Contractor Agreement

5-16.2

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of February, 2009, by and between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter called METRO, and Susan Clarke, hereinafter called CONTRACTOR. The parties agree as follows:

1. METRO NEEDS:

METRO has a need for a Call Stop Surveyor who will audit the METRO buses at the Bart Cavallaro Transit Center to determine how many times those buses audited make the external route announcements before departing from the transit center. Contractor has a desire to audit buses at this transit center for METRO under the terms and conditions set forth herein.

2. DUTIES:

CONTRACTOR agrees to exercise special skill to accomplish the following result: **Audit External Bus Announcements at the Bart Cavallaro Transit Center and provide information to METRO re each audit and its results.**

3. COMPENSATION:

In consideration for CONTRACTOR accomplishing said result, METRO agrees to pay CONTRACTOR as follows: **\$25.00 per hour to a maximum of 5 hours per week. Contractor shall bill the District monthly setting forth the time, date, location, bus number and audit results of each bus audited and the specific times and dates that Contractor was in audit status.**

4. TERM:

The term of this contract shall be effective from February 1, 2009 through December 31, 2009.

5. EARLY TERMINATION:

Either party hereto may terminate this contract at any time by giving (30) days written notice to the other party.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless METRO (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which METRO 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, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the

5-16.91

METRO. Such indemnification includes any damage to person(s), or property (ies) of CONTRACTOR and third persons.

- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to METRO and METRO's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. EQUAL EMPLOYMENT OPPORTUNITY.

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any METRO employee because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties.

8. INDEPENDENT CONTRACTOR STATUS.

CONTRACTOR and METRO have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of the METRO. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. METRO agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than the METRO has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS:

- (a) The extent of control which, by agreement, METRO may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the METRO supplies the instrumentality, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of METRO; (i) CONTRACTOR and METRO believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The METRO conducts public transportation business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

5-16.02

By their signatures to this Agreement, each of the undersigned certifies that it is his considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT.

CONTRACTOR shall not assign this Agreement without prior written consent of the METRO.

10. RETENTION AND AUDIT OF RECORDS.

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by METRO, whichever comes first. CONTRACTOR hereby agrees to be subject to the examination and audit by the METRO, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. ATTACHMENTS

This Agreement includes the following attachments (identify by name or write "NONE"):

NONE

12. NOTICES:

Any notice, demand, request, consent approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight hours from the time of mailing if mailed as provided in this Article 12.

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

CONTRACTOR:  
Susan Clarke  
325 Vista Robles Drive  
Ben Lomond, CA 95005

---

13. TIME OF THE ESSENCE:

Time is of the essence of each provision of this Agreement.

5-16.23

14. DRUG AND ALCOHOL POLICY

Contractor and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at any District facility, or distribute same to METRO's employees, passengers, or the general public.

15. SMOKE FREE

The Centers are smoke free facilities. Contractor shall comply with State law and the City Ordinance regarding smoking. Contractor and its employees and customers shall not smoke tobacco products at the Transit Centers or while performing services under this Agreement.

16. ALL AMENDMENTS IN WRITING

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

17. NONDISCRIMINATION

Contractor shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this Agreement agreement.

18. 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.

19. 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.

20. ATTORNEYS' FEES

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of 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 his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of

5-16.24

a judgment for purposes of determining whether a party is entitled to recover his costs of attorney's fees.

21. AUTHORITY

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

METRO

By: \_\_\_\_\_

370 Encinal Street, Ste. 100  
Santa Cruz, CA 95060  
(831) 426-6080

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

CONTRACTOR

By: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Federal Tax ID No: \_\_\_\_\_  
\_\_\_\_\_

DISTRIBUTION:

Contractor  
Administration  
Finance  
Purchasing  
Department Manager

5-16.95

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Human Resources Manager  
**SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- None.

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

**Attachment A:** Employee Recognition List

Prepared by: Anthony Tapiz, Administrative Assistant  
Date Prepared: December 10, 2009

6.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
EMPLOYEE RECOGNITION**

**TEN YEARS**

Manny Garbez, Bus Operator  
Martin Gilbert, Bus Operator  
Marc Krovetz, Bus Operator  
Steven Marcus, Bus Operator  
Uriel Mendoza, Bus Operator  
Arthur Muniz, Bus Operator  
Martin Olander, Bus Operator  
Mark Saunders, Bus Operator

**FIFTEEN YEARS**

Michael T. Smith, Custodial Service Worker I

**TWENTY YEARS**

None

**TWENTY-FIVE YEARS**

Gilberto Limas, Bus Operator  
Raymond F. Scargill, Supervisor of Parts & Maintenance – Fleet Maint.

**THIRTY YEARS**

Peter S. Prince, Bus Operator

6.01

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  
PAULA R. FLAGG AS ADMINISTRATIVE ASSISTANT  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Paula R. Flagg to serve in the position of Administrative Assistant, and

**WHEREAS**, Paula R. Flagg served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of March 1, 1988 to November 12, 2009, and

**WHEREAS**, Paula R. Flagg provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Paula R. Flagg served the Santa Cruz Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Paula R. Flagg resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Paula R. Flagg's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Paula R. Flagg.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Administrative Assistant, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby

7.1

commend Paula R. Flagg for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Paula R. Flagg, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 18th day of December 2009 by the following vote:

**AYES: Directors -**

**NOES: Directors -**

**ABSTAIN: Directors -**

**ABSENT: Directors -**

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

7.2

BEFORE THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF  
RUTH JONES AS BUS OPERATOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

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

**WHEREAS**, Ruth Jones served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of January 28, 1980 to November 14, 2009, and

**WHEREAS**, Ruth Jones provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Ruth Jones served the Santa Cruz Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Ruth Jones resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Ruth Jones's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

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

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Ruth Jones for efforts in advancing public transit service in Santa Cruz County and expresses

8.1

sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

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

**PASSED AND ADOPTED** this 18th day of December 2009 by the following vote:

**AYES:**         **Directors -**

**NOES:**         **Directors -**

**ABSTAIN:**     **Directors -**

**ABSENT:**      **Directors -**

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

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  
RICHARD E. PRUDDEN AS BUS OPERATOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Richard E. Prudden to serve in the position of Bus Operator, and

**WHEREAS**, Richard E. Prudden served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of April 25, 1988 to November 12, 2009, and

**WHEREAS**, Richard E. Prudden provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Richard E. Prudden served the Santa Cruz Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Richard E. Prudden resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Richard E. Prudden's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Richard E. Prudden.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend

9.1

Richard E. Prudden for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Richard E. Prudden, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 18th day of December 2009 by the following vote:

**AYES: Directors -**

**NOES: Directors -**

**ABSTAIN: Directors -**

**ABSENT: Directors -**

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

9.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manger & Acting Assistant General Manager 

**SUBJECT:** **CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR STATE FUNDING IN THE CALIFORNIA ENERGY COMMISSION'S ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY PROGRAM'S ALTERNATIVE AND RENEWABLE FUEL INFRASTRUCTURE GRANTS PROGRAM**

## I. RECOMMENDED ACTION

**That the Board of Directors consider adopting a resolution authorizing the General Manager to submit an application to the California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program's Alternative and Renewable Fuel Infrastructure Grants Program.**

## II. SUMMARY OF ISSUES

- Assembly Bill 118 (AB118) created the Alternative and Renewable Fuel and Technology Program in 2007 and was amended in 2008 to authorize the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to attain the state's climate change policies;
- The CEC has been allocated between \$13.8 - \$17 million in funding to use for alternative and renewable fuel infrastructure projects, specifically the Alternative and Renewable Fuel Infrastructure Grants Program, Solicitation No. PON-09-006;
- Solicitation No. PON-09-006 promotes alternative fuel infrastructure development connected with existing fleets and public transit, and the installation of new fuel terminals and fuel storage facilities for alternative fuels;
- Adopting the attached resolution would authorize the General Manager to submit applications and execute necessary agreements for funds from the CEC's Alternative and Renewable Fuel Infrastructure Grants Program for the installation of a second CNG tank, which includes related salaries and operational expense.

## III. DISCUSSION

Assembly Bill 118 (AB118, Nunez, Chapter 750, Statutes of 2007) created the Alternative and Renewable Fuel and Vehicle Technology Program, subsequently amended by Assembly Bill 109 (AB109, Nunez, Chapter 313, Statutes of 2008) to authorize the California Energy Commission (CEC) to develop and deploy alternative

and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. The statute requires the CEC to adopt and update annually an Investment Plan to determine funding priorities. The CEC adopted its first Investment Plan in April 2009 to determine funding priorities and describe how CEC funding will be used to complement other public and private investments. Solicitation No. PON-09-006, for Alternative and Renewable Fuel Infrastructure, is part of this plan.

CEC funding under this grants program is to be used to develop alternative and renewable fuel infrastructure, fueling stations and equipment and to promote alternative and renewable fuel infrastructure development connected with existing fleets, public transit and existing transportation corridors. CEC funding under this proposal will fund up to 23% of the total project cost of a second CNG storage tank at Santa Cruz METRO's fueling station, or \$300,000. Total cost of the tank is estimated to be \$1.3 million. The remainder of funds is anticipated via future capital grants and/or upcoming federal capital funding opportunities. In order to complete the project and potentially raise the score on the application, Santa Cruz METRO will also propose a local match, which will include available funds and/or in-kind services, depending on the amount available through all leveraged funds at the time of application.

Program requirements include adherence to all federal and state ambient air quality standards, as well as demonstrating a significant effort to reduce toxic air contaminant and diesel fuel emissions. In addition, the proposal requires resumes of all key personnel involved; a complete budget, including related salaries and operational expense related to the installation and operation of a second CNG fuel tank, grant administration and staff travel to required CEC meetings; and, a commitment to regular reporting of operational goals and objectives.

Guidelines for the program were released on November 25, 2009, and proposals are due on January 11, 2010. Grant awards are scheduled to be posted by February 18, 2010 and approved by April 2010. During this time period, Santa Cruz METRO staff, with Board approval, will seek and apply for other funds to supplement the total project cost.

## **V. FINANCIAL CONSIDERATIONS**

If approved for grant funding, Santa Cruz METRO will receive up to \$300,000 towards the installation of a second CNG tank, which includes related salaries and operational expense.

## **V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing Submission of Applications and Execution of Agreements for the CEC's Alternative and Renewable Fuel and Vehicle Technology Program's Alternative and Renewable Fuel Infrastructure Grants Program.

BEFORE THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING APPLICATIONS TO THE CALIFORNIA ENERGY  
COMMISSION'S ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE  
TECHNOLOGY PROGRAM'S ALTERNATIVE AND RENEWABLE FUEL  
INFRASTRUCTURE GRANTS PROGRAM**

**WHEREAS**, Assembly Bill 118 (AB118, 2007), as amended by Assembly Bill 109 (AB109, 2008), authorizes the California Energy Commission to develop and deploy alternative and renewable fuel technology to attain the state's climate change policies; and

**WHEREAS**, the California Energy Commission has allocated between \$13.8 - \$17 million in its April 2009 annual Investment Plan to the Alternative and Renewable Fuel and Vehicle Technology Program's Alternative and Renewable Fuel Infrastructure Grants Program; and

**WHEREAS**, in accordance with the requirements of the Alternative and Renewable Fuel Infrastructure Grants Program, up to \$300,000 is available towards the installation of a second CNG fuel tank at Santa Cruz Metropolitan Transit District's CNG Fueling Station; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District intends to pursue any and all future funding and leveraging opportunities to acquire the additional necessary funds to address the full project budget of \$1.3 million.

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit applications, provide certifications and assurances and execute for and on behalf of the Santa Cruz Metropolitan Transit District any and all agreements necessary to obtain financial assistance through the California Energy Commission's Alternative and Renewable Fuel Technology Program's Alternative and Renewable Fuel Infrastructure Grants Program.

10. a1

Resolution No. \_\_\_\_\_

Page 2

**PASSED AND ADOPTED** this 18<sup>th</sup> Day of December, 2009 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_

MARGARET GALLAGHER  
District Counsel

10.a2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Leslie White, General Manager  
**SUBJECT: CONSIDERATION OF ACCEPTING DONATION OF PROPERTY  
LOCATED ON HIGHWAY 9 IN BOULDER CREEK BY PROPERTY  
OWNER JOSE ORTEGA**

### I. RECOMMENDED ACTION

**Do not accept donation of property located on Highway 9 in Boulder Creek by property owner Jose Ortega**

### II. SUMMARY OF ISSUES

- Jose Ortega owns Assessor's Parcel Number (APN) 087-191-06, which is an unbuildable lot located on Highway 9 just north of Boulder Creek.
- Mr. Ortega wishes to donate the property to METRO because there is an existing bus stop located on the property.
- METRO staff recommends that the Board of Directors not accept the property as the cost to maintain the property and the potential liability outweigh the benefits of ownership.

### III. DISCUSSION

Jose Ortega wants to gift property to the Santa Cruz METRO (Attachment A). In 1993, Mr. Ortega acquired the property, APN 087-191-06, from the previous owners, Alice Rose and Gladys Teilh. The Grant Deed was recorded on July 14, 1993 and is attached as Attachment B for the Board's reference.

METRO staff has researched the property and its history. The Property Profile was obtained from the Assessor's Office for APN 087-191-06 and is attached as Attachment C for reference. The total value of the property has been assessed at \$1,320.00. The Assessor's Clerk advised that the County does not collect property taxes on any property valued under \$2,000.00. There are currently no property taxes assessed on the property.

Manager of Operations Ciro Aguirre went out to the bus stop and took photos of the bus stop and the lot for APN 087-191-06. Those pictures are attached for the Board's review as Attachment D.

According to Ciro Aguirre, Operations Manager, METRO does not need the entire piece of property for the bus stop. In reviewing the property, Mr. Aguirre noted that the bus stop is approximately 12 inches from the edge of a steep culvert (approximately 45-50 degree incline) that extends several hundred feet below the roadway surface. A drain for the roadway empties into the culvert that is assumed to be the property of Caltrans and is directly under the bus stop area. Mr. Aguirre has raised concerns regarding issues of liability, erosion control, maintenance costs and storm drainage if METRO purchases the property.

Public Utilities Code Section 98233 authorizes METRO to accept gifts as follows:

The district may take by grant, purchase, gift, devise or lease, or condemn in proceedings under eminent domain, or otherwise acquire, and hold and enjoy, real and personal property of every kind within or without the district necessary to the full or convenient exercise of its powers.

Based on all the available information, it is recommended that the Board of Directors not accept this gift of property from Jose Ortega.

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

METRO would incur costs for erosion control, maintenance, storm drainage and liability.

#### **V. ATTACHMENTS**

- Attachment A:** Letter from Jose Ortega
- Attachment B:** Grant Deed, Recorded July 14, 1993
- Attachment C:** Property Profile for APN 087-191-06
- Attachment D:** Photos of the bus stop and lot being offered as a gift to METRO

11.21

Steve Wittgen

Address: APN 087 191 06

Grant to donate property in Santa Cruz Co. to the Santa Cruz Metropolitan Transit District

Santa Cruz, CA 95060

Box 100

370 Emerald St

San Cruz Metropolitan Transit District

21 Oct 2009

Attachment A

RECORDING REQUESTED BY

VOL. 5302 PAGE 341

Attachment **B**

JOSE ORTEGA

51250

WHEN RECORDED MAIL DEED AND TAX STATEMENTS TO

JOSE ORTEGA

RE 4-1  
 MI \_\_\_\_\_  
 SF 2  
 SM \_\_\_\_\_  
 LN \_\_\_\_\_  
 CO \_\_\_\_\_  
 OP pd

**RECORDED**  
 JUL 14 1993 *12:33 PM*  
 RICHARD W. BEDAL, Recorder  
 SANTA CRUZ COUNTY, Official Records

Grantor declares that transfer tax is \$4.10, computed on the full value of the property conveyed.

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALICE ROSE, a widow, and GLADYS M. TEILH, a widow, hereby grant to JOSE ORTEGA, all their right, title, and interest in the following described real property in the County of Santa Cruz, State of California:

Lot 15, as shown upon the map entitled "Amended Map of Subdivision No. 1, San Lorenzo Woods", in Section 1, T. 9S, R. 3W., M. D. B. & M., Santa Cruz County, California. Surveyed July, 1934, By Lloyd Bowman, County Surveyor, filed September 1st, 1934, in Volume 25 of Maps, Page 28, 33 *go.* Santa Cruz County Records. A.P.N. 087-191-06

Dated: June 15, 1993

Alice Rose  
ALICE ROSE, Grantor

Gladys M. Teilh  
GLADYS M. TEILH, Grantor

### ACKNOWLEDGMENT

STATE OF CALIFORNIA ) ss.  
COUNTY OF ALAMEDA )

On June 14, 1993 before me, Diane E. Teilh, a Notary Public for

this State, personally appeared Gladys M. Teilh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Diane E. Teilh  
Signature of Notary

DIANE E. TEILH  
Name of Notary Public

MAIL TAX STATEMENTS AS DIRECTED ABOVE

11.61

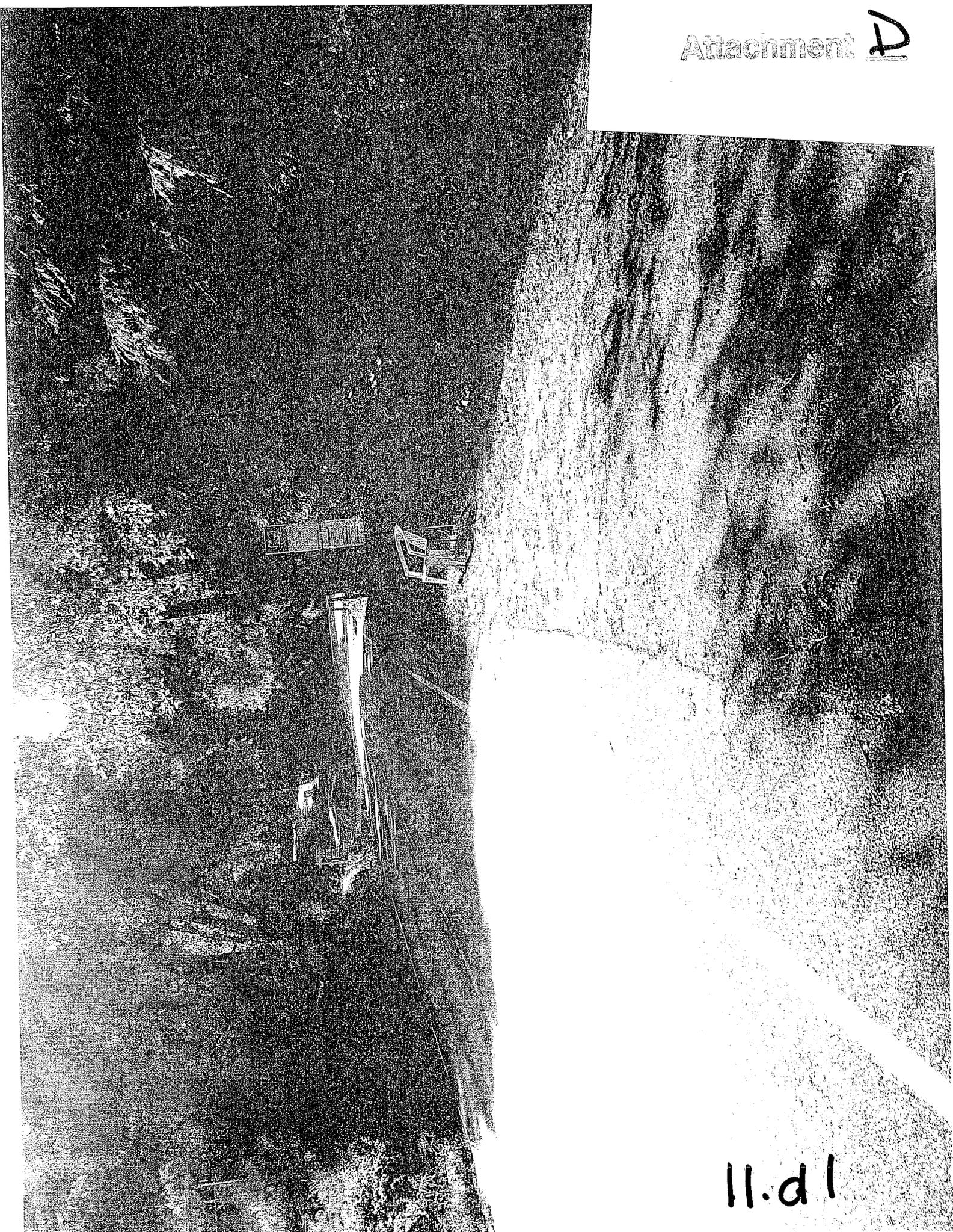
Attachment C

PROPERTY PROFILE

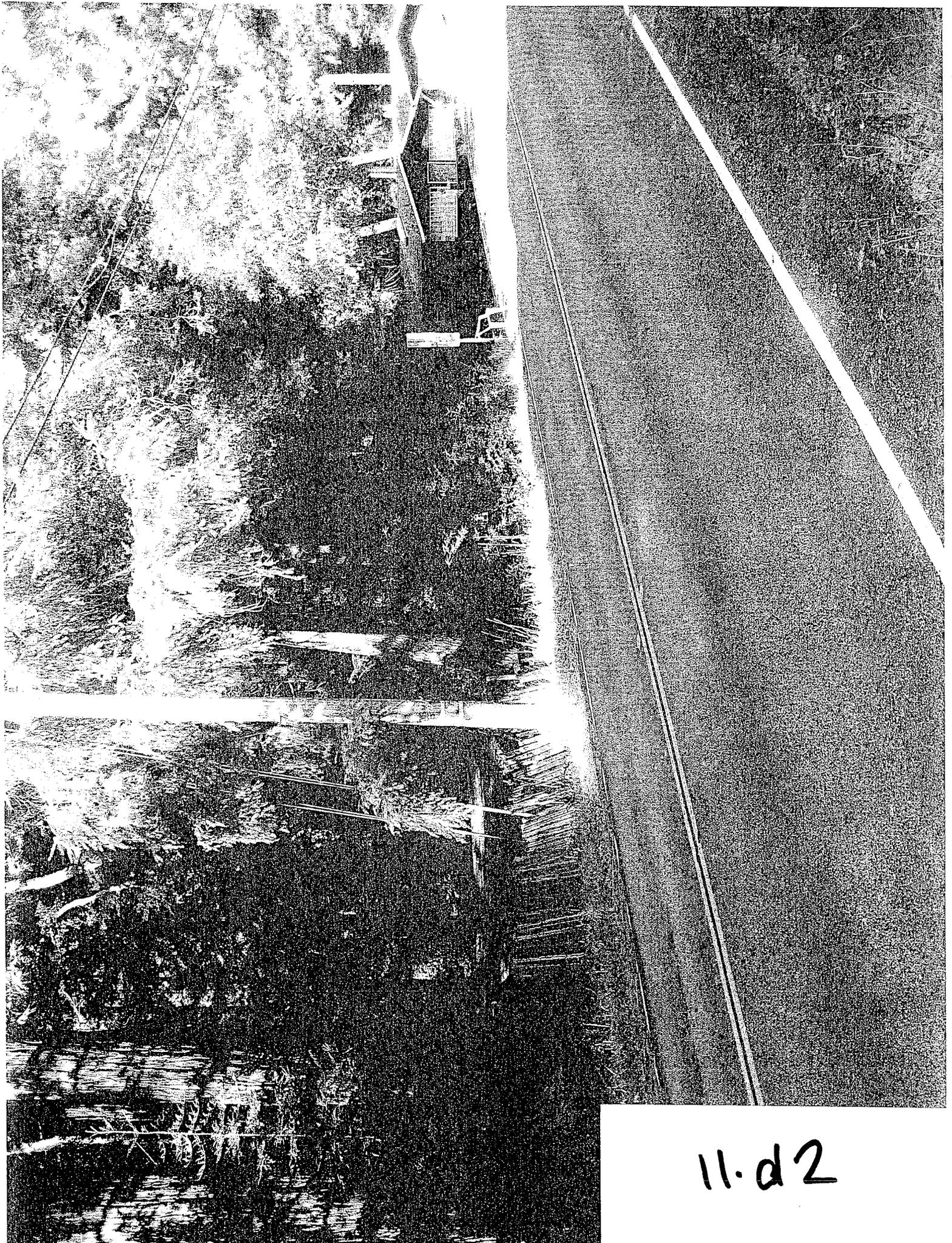
PARCEL NUMBER ..... 087 191 06  
PROPERTY LOCATION .....  
OWNER'S NAME ..... ORTEGA JOSE  
OWNER'S MAILING ADDRESS.....  
ASSESSMENT ROLL VALUE INFORMATION: LAND ..... CA 94109  
IMPROVEMENTS ..... 1,320  
PERSONAL PROPERTY .....  
TOTAL VALUE ..... 1,320  
EXEMPTION AMOUNT AND TYPE ..... 1,320 XMPT  
----- CURRENT ----- PREVIOUS ----  
RECORDING REFERENCE ..... 5302-341 ..... 5172-919  
RECORDING DATE ..... 7/14/1993 ..... 12/21/1992  
PREVIOUS OWNER'S NAME..... ROSE ALICE W/W ETAL TC  
PLEASE KEY A NEW APN OR PRESS RED 'END' KEY TO START OVER.  
OR PRESS PF1 FOR PROPERTY CHARACTERISTICS.

11.c1





11.d1



11.d2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE-YEAR LEASE WITH EXTENSIONS FOR KIOSK #5 AT THE WATSONVILLE TRANSIT CENTER WITH JOSE VILLA DBA LA MANCHA TO OPERATE A SANDWICH AND SMOOTHIE SHOP**

## I. RECOMMENDED ACTION

Authorize the General Manager to execute a three-year lease for the Watsonville Transit Center Kiosk Space #5 with Jose Villa dba La Mancha to operate a sandwich and smoothie shop.

## II. SUMMARY OF ISSUES

- Jose Villa has been successfully running his business “La Mancha” at the Watsonville Transit Center in kiosk #5, which he has been leasing from the Santa Cruz Metropolitan Transit District since January 1, 2006. The Lease expires on December 31, 2009.
- The space was advertised during the month of October, 2009. Mr. Villa was the only applicant who responded with a proposal for a new Lease. The new draft Lease is for a proposed 3-year initial term with two (2) options to extend the lease, each for a one-year term.

## III. DISCUSSION

Jose Villa has been successfully running his business at the Watsonville Transit Center and paying his rent on time since the beginning of his lease term on January 1, 2006. Jose Villa originally applied for tenancy at the kiosk to sell sandwiches and fresh fruit smoothies in August of 2005. After the Leasing Committee approved his application, there was a protracted period of time, (September through November) in which Mr. Villa spent obtaining his business license, funding for the business and a business plan. Mr. Villa has been paying \$300.00 per month for the 240 square foot kiosk space since the beginning of his Lease on January 1, 2006. Now that the Lease has expired, Mr. Villa is requesting a new Lease with a three-year initial term and two (2) options to extend the lease, each for a one-year term.

The space was advertised during the month of October. Mr. Villa was the only applicant who responded with a proposal for a new Lease to being January 1, 2010 for an initial term of three (3) years with two (2) options to extend the lease, each for a one-year term.

**IV. FINANCIAL CONSIDERATIONS**

The annual receipt of rent by the District will be \$3,600.00 under the terms of the Lease. On the anniversary date, commencing January 1, 2011 and each year following, CPI increases will incur on the lease, no less than 1% and no more than 5%.

**V. ATTACHMENTS**

**Attachment A:** Proposed Lease Agreement with Exhibits

**THIS LEASE** is made on January 1, 2010, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 370 Encinal, Suite 100, Santa Cruz, California, 95060, and, **Jose Villa dba La Mancha** ("Tenant"), whose address is 134 Seneca Street, Watsonville, CA 95076, who agree as follows:

## RECITALS

This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of certain real property commonly known as the Watsonville Transit Center (hereinafter "Center") at 475 Rodriguez, Watsonville, CA 95076. Said real property includes, without limitation, "Premises" which consists generally of kiosk #5, approximately 240 square feet of space.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a **sandwich shop**.
4. Tenant has examined the Premises and is fully informed of their condition.

## ARTICLE 1: PREMISES

### 1.1 General

Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Watsonville, County of Santa Cruz, State of California, outlined in yellow in Exhibit A in the Center at 475 Rodriguez, Watsonville, CA 95076.

### 1.2 Airspace Rights

This lease confers no rights either with regard to the subsurface of the land in which the Premises are located or with regard to airspace above the ceiling in which the Premises are located.

## ARTICLE 2: TERM

### 2.1 Fixed Term

The term shall commence **on January 1, 2010** and shall expire at 12:01 a.m. on **December 31, 2012**, unless sooner terminated in accordance with the provisions herein.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

## 2.2 Inability to Deliver Possession

Landlord has delivered possession of the premises to Tenant and Tenant by his acceptance of the premises warrants that the premises are in good condition and meet Tenant's business needs.

## 2.3 Option to Extend Term

Tenant shall have two (2) options to extend the term of its lease, each for an additional one (1) year period under the same terms and conditions specified herein provided Landlord receives written notification from Tenant exercising said option not later than ninety (90) days prior to the expiration of the initial three (3) year term. Tenant shall have no other right to extend the term beyond the options to extend the term as described herein.

## 2.4 Tenant's Notice and Default

- a. If Tenant fails to give Landlord an option notice, Tenant's rights under this Article 2 shall be deemed waived, and Landlord shall be free (without any further obligation to Tenant) to lease premises to anyone upon the same or any other terms and conditions and without any further obligation to Tenant, whether or not the terms and conditions of such lease are more or less favorable than those offered to Tenant.
- b. Tenant's extended term option shall be suspended during any period in which Tenant is in default under any provision of this Lease until said default has been cured. If Tenant fails to exercise its extension option in any instance when such rights may arise, Tenant's rights to the extension shall thereafter be deemed null and void and of no further force or effect. The period of time within which the extension option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such rights because of the foregoing provisions. All rights of Tenant to the extension option shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise, but prior to the commencement date of the term of the extension option: (1) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to cure a material non-monetary default within thirty (30) days after Landlord gives written notice to Tenant of such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, the Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and, thereafter, diligently prosecutes such cure to completion; or (3) Landlord gives to Tenant three (3) or more notices of default (and Tenant was in fact in default in such instances), whether or not such defaults are ultimately cured. Landlord's waiver of its right to terminate this Lease due to Tenant's default in any instance

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

shall not be deemed a waiver of the foregoing conditions precedent and conditions subsequent to the exercise of the extension option.

**2.5 Extension Option Not Separately Assignable**

The extension options shall not be assignable separate and apart from this lease.

**ARTICLE 3: RENT**

**3.1 Minimum Monthly Rent**

Tenant shall pay to Landlord as minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of three hundred dollars and no cents (\$300.00).

**3.2 Periodic Cost-of-Living Adjustment**

The minimum monthly rent provided for in Section 3.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), including, without limitation, at the commencement of, and for the duration of any extended term, if any, made in accordance with Article 3 herein, as follows:

1. The basis for computing the adjustment is the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the date of the commencement of the term ("Beginning Index"). If the Index has increased over the Beginning Index, the minimum monthly rent for the following year (until the next rent adjustment) shall be determined by the percentage increase in the Index for the year period. In no case shall the minimum monthly rent be less than a 3% increase over the current minimum monthly rent set forth in Section 3.1 and an increase shall be no greater than 8% of the current minimum monthly rent as provided in Section 3.1. On adjustment of the minimum monthly rent as provided in this lease, the parties shall immediately execute an amendment to this lease stating the new minimum monthly rent.
2. If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results which would be obtained if the index had not been discontinued or revised.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**3.3 Refund of Prepaid and Unearned Minimum Monthly Rent**

If this lease terminates before the expiration date for reasons other than the Tenant's default, minimum monthly rent shall be prorated to the date of termination, and Landlord shall immediately repay to Tenant all minimum monthly rent then prepaid and unearned.

**3.4 Due Dates and Delinquent Dates for Rent Payments**

- a. Amounts due Landlord for minimum monthly rent (Section 3.1), late rent charges (Section 3.4), "increase in insurance due to use" (Section 5.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the second business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, additional rent (Section 3.5), security deposit (Article 4), maintenance (Article 6), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.
- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

**3.5 Late Rent Charges**

Rent not paid when due shall bear interest from the first day after it is due until paid at the rate of 10 per cent per annum. Tenant acknowledges that late payment by Tenant to Landlord of any rent shall cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any amount of rent due from Tenant is not received by Landlord when due, for any cause, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent as a late charge, in addition to the interest charge specified above. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

**3.6 Taxes Paid by Tenant; Additional Rent**

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Watsonville (including, without limitation any

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

promotional tax due), or any other tax or assessment, levied upon any interest in this lease or any possessory right which Tenant may have in or to be the Premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Amounts paid through Landlord for any aforementioned expense (including, without limitation, promotional tax) shall be considered additional rent for purposes of this lease.

- b. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.
- c. This lease may create a possessory interest subject to property taxation. Tenant is hereby notified that the lease may be subject to property taxes. (See California Revenue and Tax Code §107.7.)

**3.7 Payment for Permits**

Tenant shall be solely responsible to obtain and pay for use permits, necessary design review permits and building permits

**3.8 Negation of Partnership**

Landlord shall not become or be deemed a partner or a joint-venturer with Tenant by reason of the provisions of this lease.

**3.9 Payment of Rent**

All rent shall be paid in United States currency and shall be paid to Landlord at the address below.

Santa Cruz Metropolitan Transit District  
ATTN.: Finance Department  
110 Vernon Street  
Santa Cruz, CA 95060

**ARTICLE 4: SECURITY DEPOSIT**

Tenant currently has on deposit with Landlord **six hundred dollars and no cents (\$600.00)** as a security deposit for the performance by Tenant of the provisions of this

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

lease upon execution of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days of demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the security deposit.

## ARTICLE 5: USE; LIMITATIONS ON USE

### 5.1 Use

- a. Tenant shall use premises for a **sandwich shop** as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Center or in consenting to a change of any other Tenant's business use located at the Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses shop at or utilize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use any space in the restaurant area for office, clerical, and other non-service or non-selling purposes.
- d. Tenant specifically agrees that the premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant(s) in the Metro Center, nor, without limiting the generality of the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose.

## 5.2 Limitations on Use

Tenant's use of the Premises as provided in this lease shall be in accordance with the following:

### 5.2.1 Cancellation of Insurance; Increase in Insurance Rates

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlord's property, and Tenant at the Center, or any of Tenants' property) carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Said payment shall be made within ten (10) days before the date Landlord is obligated to pay premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later.
- c. Tenant shall comply at its expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises or is include in another section of this lease as an

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

obligation of Tenant. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

**5.2.2 Deliveries**

Tenant shall not allow deliveries of any kind to use the bus lanes at the Center. Additionally, Tenant's employees and customers shall be restricted to park in areas other than the bus lanes.

**5.2.3 Waste; Nuisance**

- a. Tenant shall not use the Premises or common area, or permit or suffer the Premises to be occupied or used, in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the Center.
- b. Tenant shall not use the Premises or common area for sleeping, for residential purposes or washing clothes, or the preparation, manufacture, or mixing of anything that might emit any objectionable odor or objectionable noises or lights into the Center.
- c. No secondhand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale may be conducted on the Premises or common area without Landlord's written consent. Tenant shall not sell or display merchandise outside the confines of the Premises or in the common area.

**5.2.4 Overloading**

- a. Tenant shall not do anything on the Premises that will cause damage to the premises or to the Center.
- b. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises and or the Center including the parking areas.

**5.2.5 Hours of Operation**

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and cause such

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit B of this Lease.

- b. Landlord may, at its option, change the hours of operation for Tenant's business, which are set forth in Exhibit B. Landlord may, at its option, and for good cause, permit Tenant to temporarily close down said business or otherwise limit operations. However, Tenant must submit a written request to the Board of Directors of Landlord for any change or to temporarily close its business. The decision of the Board of Directors shall be final and binding

**5.2.6 Rules and Regulations/Common Area**

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by any government agency including the Board of Directors, officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by any governmental agency or Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.

Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the users and occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licenses to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access. Tenant shall do nothing to interfere with anyone's use of the common area. However, Tenant shall have no right to utilize the space specifically reserved by Landlord for its own use of the use of its employees.

- b. Tenant shall be responsible for its proportionate share of the costs of the Common Area including the maintenance costs, and all improvements and facilities situated thereon and required in connection therewith. Any increases to

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

**5.2.7 Limitation**

- a. This lease is made for commercial purposes related to the operation of the Center, and no use shall be made of the Premises by Tenant that would, in Landlord's opinion, interfere with transit operations and operation of the Center or any other Center's business in any manner or form.

**ARTICLE 6: MAINTENANCE**

**6.1 Landlord's Maintenance**

- a. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; whether such damage or injury is caused by or results from: 1) fire, steam, electricity, water, gas or rain; 2) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; 3) conditions arising in or about the Premises or upon other portions of any building which the Premises is part, or from other sources or places; or 4) any act or omission of the Tenant, Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for the foregoing damages from any cause arising at any time.

**6.2 Tenant's Maintenance**

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, restrooms, fixture maintenance (I i.e. light bulbs.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**ARTICLE 7: REPAIRS AND ALTERATIONS**

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonably withheld by Landlord. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later, and Tenant shall be liable for rent during any such period. Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- b. Landlord shall be under no obligation to make any repairs, alterations or improvements to or upon the Premises, or any part thereof, at any time except as provided in this Lease. Landlord shall at its sole cost and expense, at all times during the term hereof, repair and maintain the roof and exterior walls (other than plate glass, and doors, and roll-up doors) and foundations of the building in which the Premises are located; provided that Tenant shall reimburse Landlord for the cost and expense of repairing any and all damage to the roof, foundation or exterior walls of the Premises resulting from the acts or omissions of Tenant, Tenant's agents, employees, customers or invitees.
- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, at its sole cost and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereon and every part thereof (including but not limited to plate glass, heating, ventilating, and air conditioning equipment, store fronts and doors, awnings and roll-up doors) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

**ARTICLE 8: TRADE FIXTURES**

Subject to the provisions of Paragraph 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

which they are affixed, do not become an integral part of the Center or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

**ARTICLE 9: UTILITIES AND SERVICES**

9.1 Landlord and Tenant shall be responsible for electrical utilities and services as follows:

- a. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electric, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for Landlord's costs in furnishing trash collection services to the premises at the rate of eleven (11%) per cent of Landlord's cost, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant. If Landlord determines that Tenant's trash collection costs should be increased due to Tenant's actual use of the service, Tenant shall be provided with 10 days notice of such increase.
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of the total utility use by those sharing the same meter, or as metered use. Landlord shall bill the Tenant as deemed appropriate. If deemed appropriate by Landlord, Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.

- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

**ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE**

**10.1 Tenant's Indemnification of District**

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord 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, arising out of, or in any manner connected with the Tenant's lease or use of the Premises under the terms of this Lease including any condition of the Premises or any portion thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property (ies) of Tenant and third persons. Notwithstanding the foregoing Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under this lease.

**10.2 Liability Insurance**

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, public liability insurance, property damage insurance and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

deemed due and owing to landlord on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy (ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord upon execution of this Lease and at such times as Landlord deems appropriate. Said policy or policies shall further provide that any insurance carrier of Landlord's shall be excess insurance only, as to the liability insured thereby.

- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Tenant's at the Center. Changes in insurance amounts shall occur not more frequently than once a year.

### **10.3 Fire and Other Perils Insurance**

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.
- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.
- c. The pro rata cost (based on the percentage of Tenant's Premises square footage in the Center) of said insurance shall be paid by Tenant, and shall reflect Tenant's business nature and size insofar as they measurably affect the Landlord's premiums. If any other tenant of the building of which the demised Premises are a part is conducting a business or otherwise engages in an activity or omits to take a precaution that the insurer identifies as producing a specified higher insurance rate

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

than would be produced by the business and conduct of Tenant, such additional insurance rates will not be passed on to Tenant, even on a pro rata basis. Landlord will be the final authority regarding Tenant's share of the cost of the insurance. Landlord shall inform Tenant of its actual cost of the insurance at the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.

- d. Landlord may increase or decrease the amount of fire and other perils insurance required based upon a general review by Landlord of the standard insurance requirement as resolved by the Board of Directors of Landlord to be in the public interest.
- e. Landlord is not responsible for the acts or omissions of third parties against Tenant.

**10.4 Tenant's Fire and Malicious Mischief Insurance**

Tenant shall maintain on all its personal property (including unattached movable business equipment) in, on, or about the Premises, a policy of standard fire and extended and malicious mischief endorsements, to the extent of one hundred percent (100%) of their full replacement value. Landlord shall be named as an additional insured.

**10.5 Plate Glass Insurance**

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Landlord shall be named as an additional insured.

**10.6 Tenant's Business Interruption Insurance**

Tenant at its cost shall maintain business interruption insurance insuring that the minimum monthly rent will be paid to Landlord for a period of up to two (2) years if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

**10.7 Proof of Insurance**

Tenant shall provide proof of insurance evidencing at least the minimum levels of coverage described herein on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

**10.8 Other Insurance Matters**

All insurance required under this lease shall:

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.
- c. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- d. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

**ARTICLE 11:       DESTRUCTION**

**DAMAGE OR DESTRUCTION**

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by and the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion through the use of the insurance proceeds. . If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party. During this period of time, this Lease shall continue in full force and effect except that Tenant shall not be liable for monthly rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other

**ARTICLE 12:       ASSIGNMENT**

**12.1 ASSIGNMENT AND SUBLETTING**

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder,

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:

- (i) The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
  - (ii) That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
  - (iii) Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
  - (iv) As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
  - (v) Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

**ARTICLE 13:        DEFAULT**

**13.1    Tenant's Default**

- a. The occurrence of any of the following shall constitute a default by Tenant:
- 1. Failure to pay rent when due and in the manner provided in the lease if the failure continues for three (3) days after a notice has been sent to Tenant; or additional rent or any other monetary sums required to be paid;

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) days, whether or not the tenant is in default as to its rental obligation;
3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease;
4. The filing or commencement of any proceeding by or against Tenant under the Federal Bankruptcy code whether voluntary or involuntary, if not dismissed within sixty (60) days from the date of filing, shall constitute a default under this Lease;
5. Either the appointment of a receiver to take possession of all, or substantially all, of the assets of Tenant or garnishment of or levy or writ of execution on, all or substantially all of the assets of Tenant which remains in effect for more than sixty (60) days, or a general assignment by Tenant for the benefit of creditors, shall constitute a default of this Lease by Tenant. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice;

## **13.2 Landlord's Remedies**

### **13.2.1 Cumulative Nature of Remedies**

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

### **13.2.2 Tenant's Right to Possession Not Terminated**

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

lease on the dates the rent is due, less the rent Landlord receives from any re-letting. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability under the lease terms. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
  2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;
  3. Third, rent due and unpaid under this lease. After deducting the payments referred to in this Article, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this Article.

**13.2.3 Termination of Tenant's Right to Possession**

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
  2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
  4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Article 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

**13.2.4 Landlord's Right to Cure Tenant's Default**

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

**ARTICLE 14: SIGNS**

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Watsonville. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Metro Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

**ARTICLE 15: LANDLORD'S ENTRY ON PREMISES**

- a. Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Landlord, or to post notices of non-responsibility, or to service or make alterations, repairs or additions to the Premises or to any other portion of the building in which the Premises are situated, including the erection of scaffolding, props, or other mechanical devices and will permit Landlord at any time within ninety (90) days prior to the expiration of this Lease, to bring prospective tenants, broker or agents upon the Premises for purposes of inspection or display. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Article.
- b. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Article.
- c. Landlord shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

**ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT**

Tenant agrees that this Lease is subordinate to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or his successors in interest to secure the payments or moneys loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as demanded by Landlord, an offset statement or estoppel certificate containing such acts: as are within the knowledge of and are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**ARTICLE 17: NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

Landlord:  
Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060  
ATTN: District Counsel

Tenant:  
Jose Villa  
134 Seneca Street  
Watsonville, CA 95076

**ARTICLE 18: WAIVER**

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.
- b. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
- c. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
- d. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.
- e. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER**

**19.1 Surrender of Premises**

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises, except for alterations that Tenant has the right to remove or is obligated to remove under the provisions herein. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

**19.2 Holding Over**

If Tenant, with Landlord's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' written notice given at any time by either party. All provisions of this lease, except those pertaining to term, shall apply to the month-to-month tenancy. Additionally, if a month-to-month tenancy occurs, Landlord shall impose a cost-of-living increase to the month rent.

**ARTICLE 20: MISCELLANEOUS PROVISIONS**

**20.1 General Conditions**

**20.1.1 Time of Essence**

Time is of the essence of each provision of this lease.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**20.1.2 Corporate Authority**

If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.

**20.1.3 Successors**

This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Article 12.

**20.1.4 Rent Payable in U.S. Money**

Rent and all other sums payable under this lease must be paid in lawful money of the United States of America.

**20.1.5 Real Estate Brokers; Finders**

Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

**20.1.6 Status of Parties on Termination of Lease**

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease 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, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

**20.1.7 Exhibits--Incorporation in Lease**

All exhibits referred to are attached to this lease and incorporated by reference.

**20.1.8 Licenses and Permits**

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**20.1.9 Pest Control**

Landlord shall contract with a licensed pest control firm for the control of pests in the Premises. The duration, extend, and frequency of pest control measures shall be determined by Landlord. Tenant shall reimburse Landlord for the costs incurred by Landlord for this service on a quarterly basis.

**20.1.10 Drug and Alcohol Policy**

Tenant and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at Metro Center or at any District facility, or distribute same to Landlord's employees, passengers, or the general public.

**20.1.11 Smoke Free**

The Center is a smoke free facility. Tenant shall comply with State law and the City Ordinance regarding smoking. Tenant and its employees and customers shall not smoke tobacco products on the premises.

**20.1.12 Information Form**

Tenant shall provide to Landlord a completed information form containing names and telephone numbers of contact person, on a semi-annual basis or when changes occur.

**20.1.13 Termination for Convenience**

The lease may be terminated by the Landlord upon fifteen (15) days notice at any time without cause for any reason in whole or in part, whenever the Landlord determines that such termination is in the Landlord's best interest.

**20.1.14 Publicity**

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

**20.1.15 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.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons**

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

**20.1.17 Cal OSHA/Hazardous Substances**

- 20.1.17.1 Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statues, ordinances and governmental rules, regulations or requirements.
- 20.1.17.2 Tenant 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 Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.
- 20.1.17.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.17.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant 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.
- 20.1.17.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- 20.1.17.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages,

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims":

- (i) Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
- (ii) Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

**20.1.18 All Amendments in Writing**

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

**20.1.19 Responsibility for Equipment**

Landlord 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 or furniture used by Tenant, or any of its employees, even though such equipment or furniture be furnished, rented or loaned to Tenant by Landlord.

**20.1.20 Equipment**

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

**20.1.21 Nondiscrimination**

Tenant shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this lease agreement.

**20.1.22 Liens**

Tenant shall keep the Premises and building and the property on which the Premises

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

This lease shall be construed and interpreted in accordance with the applicable laws of the State of California and of the United States of America. Each party shall perform its obligation hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

**20.1.23 Integrated Agreement; Modification**

This lease including all exhibits constitutes the entire understanding and agreement between the Landlord and the Tenant and supersedes, revokes, and cancels any and all previous negotiations, representations, and understanding between the parties and cannot be amended or modified except by a written agreement.

**20.1.24 Provisions are Covenants and Conditions**

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

**20.1.25 Use of Definitions**

The definitions contained in this lease shall be used to interpret this lease.

**20.1.26 Definitions**

As used in this lease, the following words and phrases shall have the following meanings:

- a. ALTERATION: Any addition or change to, or modification of, the Premises made by Tenant after the fixturing period, including, without limitation, fixtures, but excluding trade fixtures as defined here, and tenant's improvements as defined here.
- b. AUTHORIZED REPRESENTATIVE: Any officer, agent, employee, or independent contractor retained or employed and acting within authority given him/her by that party.
- c. CONSENT: Landlord's or Tenant's express, prior, written approval on the party's letterhead.
- d. DAMAGE: Injury deterioration or loss to a person or property caused by another person's acts or omissions. Damage includes death.
- e. DAMAGES: A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered injury to his/her person, property, or rights through another's act or omission.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

- f. **DESTRUCTION:** Damage, as defined here, to or disfigurement of the Premises.
- g. **ENCUMBRANCE:** Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.
- h. **EXPIRATION:** The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.
- i. **GOOD CONDITION:** The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- j. **HOLD HARMLESS:** To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts,

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

estates, associations, and any combination of human beings and legal entities.

- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA:** Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord. Public area is the common area.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. **RESTORATION:** The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. **SUBSTANTIAL COMPLETION:** Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. **SUCCESSOR:** Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. **TENANT'S IMPROVEMENT:** Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. **TENANT'S PERSONAL PROPERTY:** Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit D.
- x. **TENANT'S TRADE FIXTURE:** Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit D.
- y. **TERM:** The period of time during which Tenant has a right to occupy the Premises.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

- z. **TERMINATION:** The ending of the term for any reason before expiration, as defined here.

**20.1.27 Captions**

The captions of this lease shall have no effect on its interpretation.

**20.1.28 Singular and Plural**

When required by the context of this lease, the singular shall include the plural.

**20.1.29 Joint and Several Obligations**

"Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

**20.1.30 Severability**

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

**ARTICLE 21: ATTORNEYS' FEES**

In the event suit is brought to enforce or interpret any part of this Lease Agreement, the prevailing party shall be entitled to recover as an element of 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 his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his 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 his costs of attorney's fees.

**ARTICLE 22: AUTHORITY**

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

**IN WITNESS WHEREOF**, Landlord and the Tenant execute this lease and has affixed his/her signature(s) the day and year first herein above written.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Leslie R. White,  
Secretary/General Manager

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TENANT- LA MANCHA

BY: \_\_\_\_\_  
Jose Villa

Approved as to Form:

BY: \_\_\_\_\_ Date \_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

**ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE ARE  
THE FOLLOWING EXHIBITS:**

Exhibit A - Floor plan

Exhibit B - Menu, hours of operation; Closure for Transit District Holidays- Thanksgiving  
(4<sup>th</sup> Thursday in November), Christmas (Dec. 25), New Year's Day (Jan. 1)

Exhibit C - Rules and Regulations

Exhibit D - Tenant Personal Property

Exhibit A

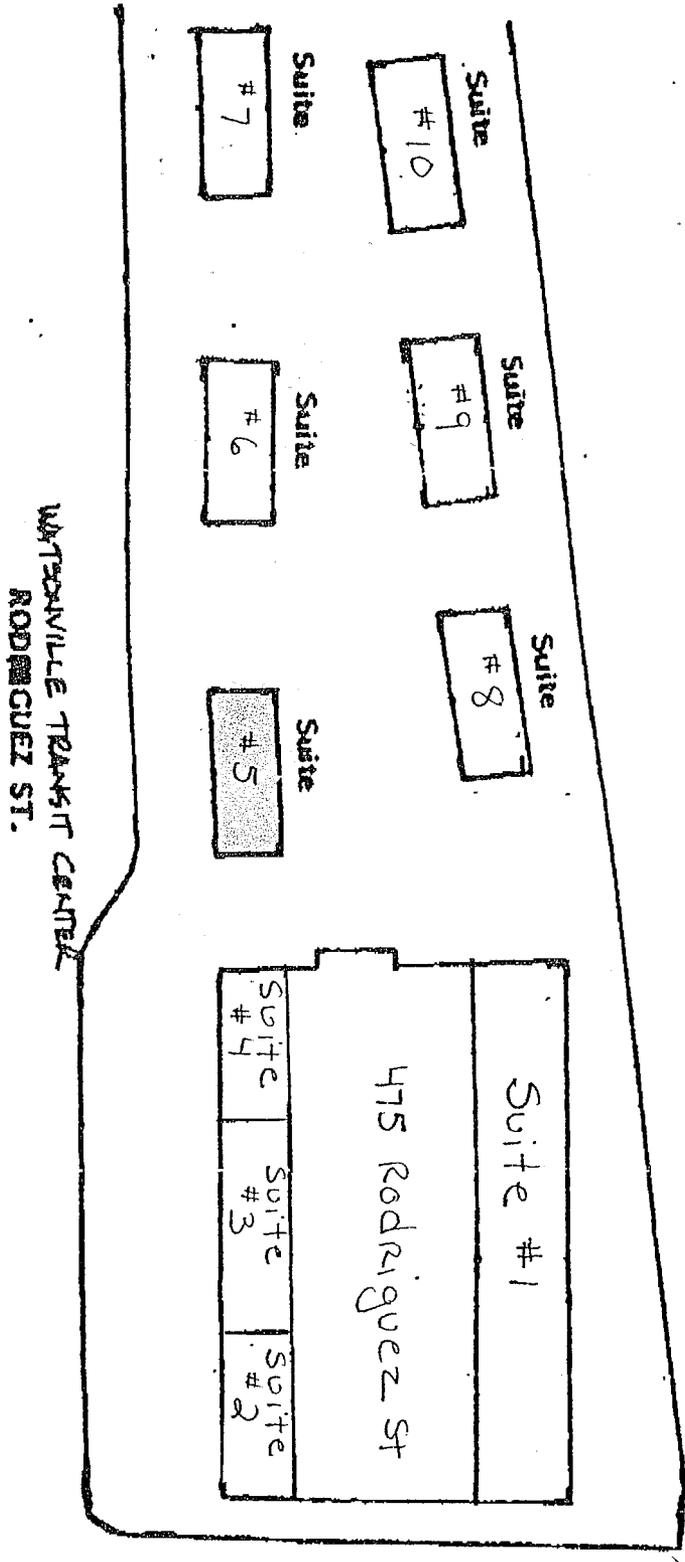


EXHIBIT   
12.a 33

**EXHIBIT B**

**USE: HOURS OF USE**

Tenant's business shall be that of operating a Sandwich shop and fresh fruit drink stand.

The following items and products are approved by Landlord for sale by Tenant:

1. Items associated with a sandwich shop such as milkshakes, sandwiches and fresh fruit drinks.

The sale by Tenant of any items or products not listed above shall be subject to the consent of Landlord. Tenant agrees that it will not sell any food item including Chinese food, Mexican food, and any food similar to that sold by Jessica's Grocery Store.

Tenant agrees that he has no right to enter the area that is designated for Metro employees and agrees not to allow himself or his employees use of such area.

Tenant's business hours are shown below:

6:00 a.m. - 7:00 p.m. daily

Landlord is not obligated to keep lobby or restrooms at Transit Center open or maintained earlier than 9:00 a.m. or later than 8:00 p.m.

Tenant shall not change business hours without Landlord's consent.

**INITIALS**

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

## **EXHIBIT C**

### **RULES AND REGULATIONS**

#### **1. SIGNS AND ADVERTISEMENTS**

No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building including on windows or doors without the prior written consent of Landlord, and Landlord shall have the right to remove any non-complying sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

#### **2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS**

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord. Landlord intends to maintain design continuity, and Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, balcony or wall which may appear unsightly from outside the Premises. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

#### **3. FREE MOVEMENT**

The sidewalks, halls, passages, exits, entrances, driveways, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the premises.

#### **4. LOCKS**

Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

#### **5. USE OF RESTROOMS**

The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by the Tenant who, or whose employees or invitees shall have caused it.

#### **6. CARE OF PREMISES**

Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

#### **7. FURNITURE; EQUIPMENT; SAFES**

No furniture, or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all

safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

#### **8. OBJECTION USE; PETS**

Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building, except service dogs are allowed.

No cooking shall be done or permitted by Tenant except as part of Tenant's approved business, nor shall the Premises be used for the exterior storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

#### **9. HAZARDOUS FLUIDS, HVAC**

Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or otherwise approved by Landlord.

#### **10. ELECTRICAL WORK; LOCATION OF EQUIPMENT**

Landlord will direct electricians as to where and how electrical outlets, telephone, computer and telegraph wires and cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of electrical outlets, telephones, call boxes and other business equipment affixed to the Premises shall be subject to the approval of Landlord.

#### **11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD**

In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.

#### **12. RIGHT TO EXCLUDE OR EXPEL**

Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or State, Municipal or Transit District law, ordinance or resolution.

**13. INSTALLATION OF MACHINES**

No vending machine or machines of any description shall be installed, or maintained or operated upon the Premises without the written consent of the Landlord.

**14. RIGHT TO CHANGE NAME AND STREET ADDRESS**

Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

**15. QUIET ENJOYMENT**

Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

**16. USE OF BUILDING NAME**

Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address.

**17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD**

Landlord shall have the right to control and operate the public portions of the Building, and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of the tenants and public generally.

**18. DOOR SECURITY**

All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be closed except for normal ingress and egress from the Premises.

**19. DISTRICT BUSINESS; CARE OF PATRONS**

Landlord's primary business and public purpose is public transit, and Tenant shall cooperate with Landlord's bus operating policies at Metro Center. Tenant shall take care in preparing, packaging and serving food and beverages to assure that buses, bus operators, and bus passengers are not endangered, damaged, or inconvenienced. No food or beverage shall be sold, and no food or beverage shall be packaged in such a way that, in Landlord's sole opinion, may unduly soil, litter, stain, create a visual nuisance or increase Landlord maintenance costs on or about Landlord equipment, buses, or property.

**20. VEHICLE RESTRICTION**

No vehicles shall be operated, parked or otherwise driven onto Transit Center bus driveways by Tenant or its employees or agents. Any vehicles in Transit Center may be towed immediately by Landlord or Landlord's agent, at violator's expense.

**21. PICK UP AND DELIVERIES**

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's premises shall be at locations and times described by Landlord. Pick up and deliveries of any type in Metro Center bus lanes or driveways are strictly forbidden.

**22. NO SMOKING**

The entire Transit Center shall be a smoke-free facility. Tenant shall refrain from smoking at the Transit Center and shall inform its employees and patrons that the Center is smoke-free.

**23. BIKE USE AND ABANDONMENT**

Bicycles are not to be operated at the Transit Center. If Tenant observes anyone riding a bicycle at the Center he/she shall notify them of this rule.

If a bicycle is abandoned at the Center Tenant shall have it removed in accordance with California State law.

**24. LOITERING**

No loitering.

**25. SKATEBOARDING**

Skateboarding at the Transit Center and in its parking lot are prohibited.

**26. PARKING**

The Santa Cruz Metropolitan Transit District does not provide any parking for tenants, employees or customers.

**INITIALS**

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

**EXHIBIT D**

**INVENTORY OF TRADE FIXTURES AND PERSONAL PROPERTY**

Tenant's trade fixtures and personal property:

- 3- Sinks
- 1- Juice Maker
- 2- Blenders
- 8- Chairs
- 2- Umbrellas
- 2-Tables
- 1- Refrigerator
- 1- Steel worktable
- 1- Toaster
- 1- Wire Shelf

**INITIALS**

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

12.a39

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Margaret Gallagher, District Counsel  
**SUBJECT:** CONSIDERATION OF ADOPTION OF THE TITLE VI PROGRAM  
REGULATION AND COMPLAINT PROCEDURE

### I. RECOMMENDED ACTION

**Adopt the Attached Title VI Program Regulation and Complaint Procedure.**

### II. SUMMARY OF ISSUES

- As a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations which provide that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service that receives Federal financial assistance.
- METRO Staff has consolidated all the federal requirements and regulations relating to Title VI of the Civil Rights Act of 1964 into METRO's proposed Title VI Program Regulation and Complaint Procedure.
- FTA encourages federal recipients to include within their Title VI Programs, age, sex and disability protected classifications. Because METRO has a separate ADA/504 Regulation, METRO staff has only included the "age" and "sex" classifications into its Title VI Program. METRO staff included "sexual orientation" as a protected classification, as suggested at the October 23, 2009 regular meeting.
- METRO Staff reviewed the proposed Regulation with the Elderly and Disabled Transportation Advisory Committee (E&D TAC) and METRO's Advisory Committee (MAC). Both Committees provided recommendations, which have been incorporated into the Regulation.
- A Public Hearing was held on November 20, 2009 to receive public comments on the proposed Title VI Program.
- METRO accepted comments on its proposed Title VI Program through December 15, 2009.

### III. DISCUSSION

As a recipient of Federal Transit Administration (FTA) funds, METRO is required to ensure that its programs, policies, and activities comply with the Department of Transportation (DOT) Title

VI regulations. In order to comply with these regulations, METRO's Title VI Program must meet the following criteria:

- 1) Provide an annual Title VI certification and assurance;
- 2) Develop Title VI Complaint procedures;
- 3) Record Title VI investigations, complaints and lawsuits;
- 4) Provide meaningful access to LEP persons;
- 5) Notify beneficiaries of protections under Title VI;
- 6) Provide additional information upon request; and
- 7) Submit a Title VI Program to FTA.

METRO's Title VI Program (*Attachments A-B*) establishes guidelines to effectively implement, monitor and ensure that METRO is in compliance with all FTA Title VI requirements and regulations under *49 CFR Part 21*.

Title VI and its implementing regulations require that METRO take responsible steps to ensure meaningful access to its benefits, services, information, and other important portions of its programs, services and activities for individuals who are LEP. According to the Department of Transportation (DOT), public transit is a key means of achieving mobility for many LEP persons. The 2000 Census for the County of Santa Cruz reported that more than 11 percent of LEP persons age 16 years and over reported use of public transit as their primary means of transportation to work, compared with about 4 percent of English speakers. Providing language assistance to persons with limited English proficiency in a competent and effective manner will help ensure that METRO services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders, who would otherwise be excluded from participating in the service because of language barriers, and will engender riders to continue using the system after they are proficient in English and/or have more transportation options. Leveling the playing field for LEP persons may also help increase and retain ridership among METRO's broader immigrant communities in two important ways: (1) METRO will send a positive message to these individuals that their business is valued; and (2) It will assist METRO to identify the transportation needs of immigrant populations and ensure that METRO's routes, hours, and days of service are responsive to the needs of LEP persons. The languages spoken by the LEP individuals with whom METRO has frequent contact determine the languages into which "vital" documents should be translated.

### **Outreach/Public Comment Period**

On October 29, 2009, METRO posted in English and Spanish, its proposed Title VI Policy, notification of the 45-day comment period and the date of the public hearing on METRO's official bulletin board at its Administrative Offices and on METRO's website. METRO published a Notice regarding the 45-day public comment period and announcing the date of the

Public Hearing in the *Santa Cruz Sentinel* and the *Watsonville Register-Pajaronian* on November 3, 2009. In addition, in an effort to reach minority and LEP individuals, METRO published a Notice in Spanish and English in *LaGanga*, a local Spanish newspaper on November 6, 2009. A public hearing to receive comments on the program was held on November 20, 2009 at the Watsonville City Council Chambers. This meeting was televised and a Spanish Interpreter was available.

Additionally, METRO staff attended the Metro Advisory Committee (MAC) and the Elderly and Disabled Transportation Advisory Committee (E&D TAC). At the meetings the Title VI Program was reviewed and comments were accepted. Both committees approved the program with the addition that "gender identity" be included as a protected class.

Attachment C contains comments received from the committees, at the Public Hearing and during other Board Meetings. METRO staff responses/recommendations are also included. Attachments A and B are the Proposed Title VI Program Regulation and Complaint Procedure in English and Spanish respectively. The recommended modifications are highlighted through under linings to indicate additions to the regulation and lineouts to indicate deletions. METRO staff, for clarity purposes, generated some additional modifications, which are highlighted as well in the regulation.

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

There are no financial considerations at this time.

#### **V. ATTACHMENTS**

**Attachment A:** Title VI Program Regulation and Complaint Procedure (English)

**Attachment B:** Title VI Program Regulation and Complaint Procedure (Spanish)

**Attachment C:** Title VI Comments Received and Staff Responses/Recommendations

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-1XXX DRAFT

Attachment **A**

Computer Title:

Effective Date:

Pages: 14

**TITLE: TITLE VI PROGRAM REGULATION & COMPLAINT  
PROCEDURE**

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Procedure History

**NEW POLICY**

**SUMMARY OF POLICY**

**APPROVED**

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## **I. POLICY**

- 1.01 The Santa Cruz Metropolitan Transit District (METRO) is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, national origin, age, sex, sexual orientation, or gender identity. All persons, regardless of their citizenship, are covered under this regulation. In addition, METRO prohibits discrimination on the basis of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity in its employment and business opportunities.
- 1.02 METRO will not condone retaliation against an individual for his/her involvement in asserting his/her rights pursuant to Title VI or because he/she filed a complaint or participated in an investigation under Title VI, and/or this regulation.
- 1.03 As a Federal Transit Administration (FTA) fund recipient, METRO will ensure that its programs, policies and activities comply with the Department of Transportation (DOT) Title VI Regulations of the Civil Rights Act of 1964.
- 1.04 METRO will ensure that the level and quality of its transportation service is provided without regard to race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity.
- 1.05 METRO will promote the full and fair participation of all affected populations in the transportation decision-making process.
- 1.06 METRO will prevent the denial, reduction or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- 1.07 METRO will make good faith efforts to achieve environmental justice as part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, activities, and services on minority populations and low-income populations within METRO's service area.

13.a1

- 1.08 METRO will ensure that Limited English Proficient (LEP) individuals have access to METRO's programs, activities, and services.
- 1.09 This Regulation shall be maintained in English and Spanish.

## II. APPLICABILITY

- 2.01 This policy is applicable to all METRO employees, members of the public and all contractors hired by METRO.
- 2.02 Failure of a METRO employee to follow this policy and procedure shall subject such employee to disciplinary action up to and including employment termination.

## III. DEFINITIONS:

- 3.01 **"Adverse Effect"** means having a harmful or undesired effect.
- ~~3.02~~ ~~3.02~~ **"Discrimination"** refers to any act or inaction, whether intentional or unintentional, in any program or activity of a Federal aid recipient, sub recipient, or contractor that results in disparate treatment, disparate impact, or perpetuates the effects of prior discrimination based on race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity.
- ~~3.03~~ **"Gender Identity"** refers to an individual's gender, or lack thereof, a person self identifies with. It is not necessarily based on biological fact, either real or perceived, nor is it always based on sexual orientation. The gender identities one may choose from include male, female, both, somewhere in between (third gender) or neither.
- ~~3.043~~ **"Limited English Proficient (LEP) Persons"** are individuals for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.
- ~~3.054~~ **"Low-Income Population"** means any readily identifiable groups of low-income individuals who live in geographic proximity, and if circumstances warrant, geographically dispersed transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.
- ~~3.065~~ **"Minority Individuals"** include the following:
- 1) American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
  - 2) Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

- 3) Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
  - 4) Hispanic or Latino, which includes people of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
  - 5) Native Hawaiian and Other Pacific Islanders, which refers to people having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.
- 3.076 “**National Origin**” means the particular nation in which a person was born, or where the person’s parents or ancestors were born.
- 3.087 “**Race**” means a group of people united or classified together on the basis of common history, nationality, or geographic distribution.
- 3.098 “**Recipient**” means one that has received or is receiving Federal financial assistance under the Acts. The term includes subrecipients of a recipient and subrecipients in FTA’s State administered programs.
- 3.1009 “**Retaliation**” Any adverse action taken against another individual because of his/her participation in the complaint, investigation, or hearing relating to this policy or the provision of federal or state law.
- 3.11 “**Sex**” refers to the classification of an individual’s gender as either male, or female.
- 3.12 “**Sexual orientation**” refers to an individual’s preference in terms of sexual relationship with others, whether the individual is homosexual, heterosexual, or bisexual.
- 3.13 “**Vital Documents**” are documents that convey information that critically affects the ability of the customer to make informed decisions about his/her participation in the program. (e.g., public notices, consent forms, complaint forms, eligibility rules, notices pertaining to the reduction, denial or termination of services or benefits, right to appeal, and notices informing customers of the availability of free language assistance).

#### IV. GENERAL REQUIREMENTS AND GUIDELINES

- 4.01 METRO will carry out its programs, activities, and services in compliance with Title VI of the Civil Rights Act of 1964. METRO or any of its employees will not, on the grounds of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity, exclude any person from participating in, deny the benefits of, or subject him/her to discrimination under any of METRO’s programs, services, or activities.
- 4.02 METRO or any of its employees will not, on the grounds of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity:
- a) Provide any service, financial aid, or benefit that is different from that provided to others;
  - b) Subject an individual to segregation or separate treatment;

- c) Restrict an individual in the enjoyment of any advantage or privilege enjoyed by others;
  - d) Deny any individual service, financial aid, or benefits under any of METRO's programs, services, or activities;
  - e) Treat individuals differently in terms of whether they satisfy admission or eligibility requirements; and
  - f) Deny an individual the opportunity to participate as a member of a planning or advisory body.
- 4.03 METRO shall evaluate significant system-wide service and fare changes and proposed improvements at the planning and programming stages to determine whether these changes have a discriminatory impact on low-income and Limited English Proficient individuals. This applies to major service changes that affect 25% of service hours of a route.
- 4.04 METRO holds at least one Board Meeting every month at a varying location throughout its geographic boundaries (e.g., Capitola, Scotts Valley, Watsonville and downtown Santa Cruz) to ensure that all individuals are afforded an opportunity to participate in METRO's transportation decisions.
- 4.05 In addition to all Title VI requirements, METRO provides a Spanish-speaking interpreter at the first hour of at least one of its regular Board Meetings every month, to ensure meaningful participation by persons with Limited English Proficiency. A Spanish-speaking interpreter can be obtained for any of its regular Board Meetings by contacting METRO's Administrative Services Coordinator at (831) 426-6080.
- 4.06 METRO's District Counsel or his/her designee will maintain a list (a minimum of four years in active status) of any Title VI investigations, complaints, or lawsuits filed which allege METRO discriminated against a person or group on the basis of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity. This list will include:
- a) The date the investigation, complaint, or lawsuit was filed;
  - b) A summary of the allegation(s);
  - c) The status of the investigation, complaint, or lawsuit; and
  - d) Any actions, or corrective actions taken by METRO in response to the investigation, complaint, or lawsuit.
- 4.07 METRO will keep the public informed of the protections against discrimination afforded to them by Title VI and METRO's obligations under Title VI by posting this policy, or a *Title VI Policy Statement* (Attachment A), on METRO's website at [www.scmtd.com](http://www.scmtd.com), on transit center bulletin boards and on the official METRO bulletin board, located at METRO's Administrative offices. METRO's *Title VI Policy Statement* (Attachment A) will be posted in English and Spanish at all designated METRO facility locations.

- 4.08 METRO will take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs, activities and services for individuals who are Limited English Proficient (LEP).
- 4.09 METRO will provide information, upon request from FTA, in order to investigate Complaints of discrimination, or to resolve concerns about possible noncompliance with Title VI.
- 4.10 METRO will submit its Title VI Program to the FTA's regional civil rights officer once every three years to ensure compliance with Title VI Requirements.
- 4.11 METRO will ensure that minority and low-income individuals have meaningful access to METRO's programs, activities and services.

## V. ENVIRONMENTAL JUSTICE REQUIREMENTS

- 5.01 METRO shall integrate an environmental justice analysis into its National Environmental Protection Act (NEPA) documentation of construction projects. METRO is not required to conduct environmental justice analyses of projects where NEPA documentation is not required. METRO will consider preparing an environmental assessment (EA) or environmental impact statement (EIS) to integrate into its documents the following components:
  - a) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population (e.g., analysis of Census data, direct observation, or a public involvement process);
  - b) A discussion of all adverse effects of the project both during and after construction that would affect the identified minority and low-income populations;
  - c) A discussion of all positive effects of the project that would affect the identified minority and low-income populations, such as improvements in transit service, mobility, or accessibility;
  - d) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues; and the replacement of the community resources destroyed by the project;
  - e) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
  - f) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison of mitigation and environmental enhancement actions that affect predominantly low-

income and minority areas with mitigation implemented in predominantly non-minority or non-low-income areas.

## **VI. LIMITED ENGLISH PROFICIENT (LEP) INDIVIDUALS AND PUBLIC PARTICIPATION REQUIREMENTS**

- 6.01 METRO will seek out and consider the viewpoints of minority, low-income and Limited English Proficient (LEP) populations in the course of conducting public outreach and involvement activities. METRO's public participation strategy will offer early and continuous opportunities for the public to be involved in the identification of social, economic and environmental impacts of proposed transportation decisions.
- 6.02 METRO will ensure that individuals have access to its programs, activities and services by developing and carrying out the language plan herein. METRO will continually assess the language assistance needs of the population to be served.
- 6.03 METRO will use the following four factors to determine what measures must be undertaken to provide reasonable and meaningful access to LEP individuals.
- a) Languages likely to be encountered and the number or proportion of LEP persons in the eligible service population likely to be affected by the program, activity, or service.
  - b) Frequency with which LEP individuals come into contact with METRO's programs, activities, and services.
  - c) Importance of the program, activity, or service provided by METRO to LEP individual's lives.
  - d) Resources needed to provide effective language assistance and costs.
- 6.04 **ORAL LANGUAGE ASSISTANCE**
- a) METRO maintains bilingual staff to provide Spanish-speaking interpretation at its Administrative offices and within its Customer Service facility for basic transit questions and trip planning assistance.
  - b) METRO's paratransit service provides Spanish-speaking reservationists to assist paratransit customers when scheduling a trip. METRO's ParaCruz Guide is available in Spanish and in large-print Spanish on METRO's website at www.scmttd.com.
  - c) METRO provides a Spanish-speaking interpreter at the first hour of at least one of its Board Meetings every month, which will be extended to the entire meeting if there is a need for such services.
  - d) Upon notification 24-hours in advance, METRO will provide an interpreter at the first Board Meeting, if requested.

**6.05 NOTIFY LEP CUSTOMERS OF AVAILABILITY OF LANGUAGE ASSISTANCE SERVICES**

- a) METRO will post a sign on its official bulletin board at its Administrative offices, which indicates that free language assistance is available, if requested in a timely manner.

**6.06 TRANSLATION OF VITAL DOCUMENTS/WRITTEN LANGUAGE ASSISTANCE**

- a) All public hearings that require notification to the public shall be posted in English and Spanish.
- b) METRO's *Title VI Policy Statement* (Attachment A) and *Complaint Form* (Attachment B) will be available in Spanish on METRO's website at [www.scmtd.com](http://www.scmtd.com), at Transit Centers, and on METRO's official bulletin board.
- c) METRO's *Title VI Policy Statement* (Attachment A) and *Title VI Complaint Form* (Attachment B) have been translated into Spanish and will be posted at transit centers, in transit vehicles, and on the official METRO bulletin board at METRO's Administrative offices.
- d) METRO's *Headways* is provided in English and Spanish.
- e) METRO will post a copy of the Board of Directors Agenda in Spanish on the official METRO bulletin board, located at METRO's Administrative offices.

6.07 METRO will provide written translations of vital documents for each LEP group that constitutes a minimum of 5% of the service area population or consists of at least 1,000 people.

6.08 METRO will hold at least one Board Meeting every month at a varying location throughout its geographic boundaries to ensure that low-income, minority and LEP individuals have meaningful access to these meetings. These locations include Santa Cruz, Scotts Valley and Watsonville.

**VII. COMPLAINTS/LAWSUITS AND APPEALS**

7.01 **How to File a Title VI Complaint with METRO:** Any person who believes that he/she, or as a member of any specific class of individuals, has been subjected to discrimination on the basis of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity with respect to METRO's programs, activities, services, or other transit related benefits, may file a written Complaint with METRO. A Complaint may be filed by the individual or by a representative. A Complaint must be filed within 180 days after the date of the alleged discrimination, but complainants are encouraged to submit complaints as soon as possible. METRO will promptly investigate all Complaints filed under Title VI, pursuant to this Regulation.

7.02 **Complaint must include the following information:**

- a) A Complaint must be in writing and signed and dated by the Complainant or his/her representative before any action can be taken.
- b) A Complaint shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination, including the name and address of the complainant, the date, time and location of the incident. The Complaint shall include a description of the program, activity or service on which the alleged discrimination occurred.

7.03 A ***Complaint Form*** (Attachment B) can be used to file a Title VI complaint with METRO. A *Complaint Form* will be made in an accessible format upon request. A *Complaint Form* can be obtained at the following locations:

- a) At the Santa Cruz METRO website, www.scmtd.com;
- b) By calling Santa Cruz METRO's Administrative Services Coordinator, or his/her designee at (831) 426-6080, (TDD 711 (TTY/voice)) a complaint form can be mailed.
- c) By picking up a Complaint Form at Customer Service, Pacific Station (formerly METRO Center), 920 Pacific Avenue, Santa Cruz, CA 95060 or Santa Cruz METRO Administrative offices, 110 Vernon Street, Santa Cruz, CA 95060.

7.04 If the Complaint is received by anyone besides METRO's General Manager, the individual in receipt of the Complaint shall forward it to the General Manager or his/her designee within as soon as practicable but no later than 2 working days of receipt. The General Manager shall immediately provide a copy of the Complaint to the Chair of the Board of Directors and the METRO Manager responsible for the program, activity, or service that is identified as being out of compliance.

7.05 **METRO's Procedures For Investigating Complaints:** The METRO Manager responsible for the program, activity or service which is alleged to be out of compliance shall promptly investigate the alleged complaint and shall prepare a written response within as soon as practicable, but no later than 10 working days of his/her receipt of the complaint. The Manager may consult with appropriate METRO Staff in the preparation of his/her response to the complaint. The Manager shall forward his/her written response to the General Manager or his/her designee within the designated time frame.

7.06 **Efforts to Contact Complainant:** The General Manager or his/her designee shall then make efforts to speak (meeting or telephone conversation) with the complainant, at which time the complainant may give written or oral evidence supporting the allegation that his/her rights under Title VI have been violated. The General Manager or his/her designee shall review and consider the response prepared by the Manager identified in Section 7.05, all the information provided by the complainant, if any, and any other evidence available regarding the allegations of the complaint. The General Manager or

his/her designee shall prepare a written report of his/her findings and if corrective action is required, a timetable for the completion of such action.

- 7.07 **Completion of Investigation:** As soon as is practicable, but no later than~~Within~~ 20 working days following receipt of the initial complaint, the General Manager or his/her designee shall inform the complainant of his/her findings and any corrective action to be taken as a result of the complaint together with the timetable for completion of such action.
- 7.08 **Appeal to Chair:** If the complainant is not satisfied with the findings and/or action of METRO's General Manager or his/her designee, then the complainant may file his/her Complaint with the Chair of the Board of Directors (see Section 7.09 below), or with the FTA's Office of Civil Rights (see Section 7.11 below).
- 7.09 **Appeal Process:** If the complainant chooses to file his/her Complaint with the Chair of the Board of Directors, then the complaint and any supporting documentation should be submitted within 5 working days of his/her receipt of the results of the General Manager's investigation, with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, or his/her designee, ~~370 Encinal Street, Suite 100110~~ 10 Vernon Street, Santa Cruz, CA 95060. Upon review of the file, the Chair of the Board shall notify the complainant of what actions, if any, will be taken as a result of the review by the Chair within 10 working days of the Chair's notification that the complainant is not satisfied with the results of the General Manager's investigation. The decision of the Chair of METRO's Board of Directors shall be final.
- 7.10 **Timeline Waiver:** Any timeline set forth herein may be extended by the General Manager upon a showing of good cause.
- 7.11 **How to File a Title VI Complaint with the FTA:** Any person who believes that he/she, or as a member of any specific class of individuals, has been subjected to discrimination on the basis of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity, with respect to METRO's programs, activities, or services, or other transit related benefits, may file a written Complaint with FTA. A Complaint may be filed by the individual or by a representative. A Complaint must be filed within 180 days after the date of the alleged discrimination. FTA will promptly investigate all Complaints filed under Title VI in accordance with DOT regulations *49 CFR §§21.11(b) and 21.11(c)*.
- A. **A Complaint must include the following information:**
- 1) A Complaint must be in writing and signed and dated by the Complainant or his/her representative before any action can be taken. In cases where a Complainant is unable or incapable of providing a written statement, but wishes FTA or DOT to investigate alleged discrimination, a verbal Complaint of discrimination may be made to the FTA Director, Office of Civil Rights. If necessary, the Civil Rights Official will assist the person in converting the verbal Complaint into writing. All Complaints must, however, be signed by the Complainant or his/her representative.

FTA Civil Rights Office Address:

Federal Transit Administration Office of Civil Rights  
Attn: Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor - TCR  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590

TTY: 1-800-877-8339  
Voice: 1-866-377-8642  
FTA.ADAAssistance@dot.gov

- 2) A Complaint shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination, including the date, time and location of the incident. The Complaint shall include a description of the program, activity or service on which the alleged discrimination occurred.
- 3) ~~**NOTE:** In cases where a Complainant is unable or incapable of providing a written statement, but wishes FTA or DOT to investigate alleged discrimination, a verbal Complaint of discrimination may be made to the FTA Director, Office of Civil Rights. If necessary, the Civil Rights Official will assist the person in converting the verbal Complaint into writing. All Complaints must, however, be signed by the Complainant or his/her representative.~~

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~~**Washington, DC 20590**~~

~~**TTY: 1-800-877-8339**~~  
~~**Voice: 1-866-377-8642**~~  
~~**FTA.ADAAssistance@dot.gov**~~

- 7.12 **Complaint Acceptance:** Once a Complaint has been accepted, FTA will notify METRO that it has been subject to a Title VI Complaint and ask METRO to respond in writing to the Complainant's allegations. Once the Complainant agrees to release the Complaint to METRO, FTA will provide METRO with the Complaint. FTA may choose to close a Complaint if the Complainant does not agree to release the Complaint to METRO. FTA strives to complete a Title VI Complaint investigation within 180 days of the acceptance date of a Complaint.

- 7.13 **Investigations:** FTA will make a prompt investigation whenever a compliance review, report, Complaint or any other information indicates a possible failure to comply with Title VI Regulations. FTA's investigation will include a review of the pertinent practices and policies of METRO, the circumstances under which the possible noncompliance occurred, and other factors relevant to a determination as to whether METRO has failed to comply with Title VI regulations.
- 7.14 Following the investigation, FTA's Office of Civil Rights will transmit to the Complainant and METRO one of the following three letters based on its findings:
- a) Letter of Resolution: which explains the steps that METRO has taken or promises to take to come into compliance with Title VI.
  - b) Letter of Finding (Compliance): which explains that METRO is found to be in compliance with Title VI. This letter will include an explanation of why METRO was found to be in compliance, and provide notification of the Complainant's appeal rights.
  - c) Letter of Finding (Noncompliance): which explains that METRO is found to be in noncompliance. This letter will include each violation referenced, the applicable regulations, a brief description of proposed remedies, notice of the time limit on the conciliation process, the consequences for failure to achieve voluntary compliance, and an offer of assistance to METRO in devising a remedial plan for compliance.
- 7.15 **Appeals Process:** The letters of finding and resolution will offer the Complainant and METRO the opportunity to provide additional information that would lead FTA to reconsider its conclusions. FTA requests that the parties in the Complaint provide this additional information within 60 days of the date of the FTA letter of finding. FTA's Office of Civil Rights will respond to an appeal either by issuing a revised letter of resolution or finding to the appealing party, or by informing the appealing party that the original letter of resolution or finding remains in force.

## VIII. DEFICIENCIES WITH TITLE VI COMPLIANCE

- 8.01 Compliance Reviews will be conducted periodically by FTA, as part of its ongoing responsibility pursuant to its authority under *49 CFR §21.11(a)*.
- 8.02 If FTA determines that METRO is in noncompliance with Title VI, it will transmit a *Letter of Finding* that describes FTA's determination and requests that METRO voluntarily take corrective action(s) which FTA deems necessary and appropriate.
- 8.03 METRO will submit a remedial action plan including a list of planned corrective actions and, if necessary, sufficient reasons and justification for FTA to reconsider any of its findings or recommendations within 30 days of receipt of FTA's *Letter of Finding*.

## **IX. ADMINISTRATION OF REGULATION**

- 9.01 METRO will integrate the provisions within its Title VI Program into all programs, activities, and services provided by METRO's Fixed Route service, Paratransit service and METRO facilities.
- 9.02 METRO will integrate the Title VI Program into its policies and procedures.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



## **TITLE VI POLICY STATEMENT**

The Santa Cruz Metropolitan Transit District (METRO) is committed to providing public transportation in an environment that is free from discrimination on the basis of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity. METRO operates its programs, activities and services without regard to race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity.

As a Federal Transit Administration (FTA) fund recipient, METRO will ensure that its programs, policies and activities comply with Title VI of the Civil Rights Act of 1964, as amended, and Department of Transportation regulations.

Any person who believes that he/she, has been subjected to discrimination on the basis of race, color, national origin, age, sex, ~~or~~ sexual orientation, or gender identity, with respect to METRO's programs, activities, services, or other transit related benefits, may file a Title VI complaint. Complaints must be filed in writing and signed by the complainant, or a representative, and should include the complainants name, address, and telephone number or other means by which the complainant can be contacted. Complaints must be filed within 180 days of the date of the alleged discriminatory act.

To request additional information on METRO's non-discrimination obligations or to file a Title VI Complaint, please submit your request or complaint in writing to:

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

\*Complaint Forms can also be obtained on METRO's website [www.scmtd.com](http://www.scmtd.com)

Federal Transit Administration (FTA) Title VI Complaints may be filed directly to:

Federal Transit Administration Office of Civil Rights  
Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

13.913  
Attachment A

**Santa Cruz Metropolitan Transit District**  
**TITLE VI DISCRIMINATION COMPLAINT FORM**  
**110 Vernon Street, Santa Cruz, CA 95060**

**Complainant's Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Date of Violation:** \_\_\_\_\_ **Time of Violation:** \_\_\_\_\_

**Date of Complaint:** \_\_\_\_\_

**Place of Violation:** \_\_\_\_\_

**Bus Number:\*\*** \_\_\_\_\_ **Bus Route:\*\*** \_\_\_\_\_

**Discrimination because of:**  Race  Color  National Origin

Age  Sex  Sexual Orientation  Gender Identity

**Please provide the name(s) of the METRO Directors, employees, and/or agents who allegedly discriminated against you, including their job titles (if known).**

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

**Identify what METRO service, program, or activity (e.g. fixed route service, ParaCruz, etc.) did not comply with Title VI of the Civil Rights Act of 1964.**

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

**Identify individuals by name, address and phone number that have information relating to the violation.**

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

**Explain as clearly as possible what happened, how you feel you were discriminated against and who was involved. Please include how other individuals were treated differently from you.\***

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

**Signature of Complainant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*You may use additional sheets of paper, if necessary.*

13.a.14

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Número de Reglamento: AR-[get from Cindi]

Attachment **B**

Título de Computadora: [get from Cindi]

Fecha Efectiva: [date GM signs]

Páginas: 14

**TÍTULO: REGLAMENTO DEL PROGRAMA Y DEL PROCEDIMIENTO DE QUEJAS DE TÍTULO VI**

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Historia de Procedimiento

**NUEVA POLÍTICA**

**RESUMEN DE LA POLÍTICA**

**APROBADO**

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## **I. POLÍTICA**

- 1.01 El Distrito de Tránsito Metropolitano de Santa Cruz (METRO) se compromete a garantizar que ninguna persona sea excluida de participar en, negársele los beneficios de, o sujeto a discriminación bajo cualquiera de sus programas, actividades o servicios sobre la base de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género. Todas las personas, independientemente de su nacionalidad, están cubiertas por el presente Reglamento. Además, METRO prohíbe la discriminación por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género en su empleo y oportunidades de negocio.
- 1.02 METRO no tolerará represalias contra un individuo por su participación en la afirmación de sus derechos conforme con el Título VI, o porque él / ella presentó una queja o participo en una investigación en virtud del Título VI, y / o el presente Reglamento.
- 1.03 Como recipientes de fondos de la Administración Federal de Tránsito (FTA), METRO asegurará que sus programas, políticas y actividades cumplan con los Reglamentos del Departamento de Transporte (DOT) del Título VI del Acta de Derechos Civiles de 1964.
- 1.04 METRO asegurará que el nivel y la calidad de su servicio de transporte se ofrezca sin distinción de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género.
- 1.05 METRO promoverá la participación plena y equitativa de todas las poblaciones afectadas en el proceso de decisiones de transporte.
- 1.06 METRO impedirá la denegación, reducción o retraso en los beneficios relacionados con los programas y actividades que son de beneficio a las poblaciones minoritarias o de las poblaciones de bajos ingresos.
- 1.07 METRO hará esfuerzos de buena fe para lograr la justicia ambiental como parte de su misión identificando y abordando, según correspondan, efectos adversos

**13.61**  
Anexo A

desproporcionadamente altos a la salud humana o al ambiente resultando de sus programas, actividades y servicios en las poblaciones minoritarias y poblaciones de bajos ingresos dentro del área de servicio de METRO.

- 1.08 METRO asegurará que individuos con Proficiencia Limitada en Inglés (LEP) tengan acceso a los programas, actividades y servicios de METRO.
- 1.09 El presente Reglamento se mantendrán en inglés y español.

## II. APLICABILIDAD

- 2.01 Esta política es aplicable a todos los empleados de METRO, los miembros del público y de todos los contratistas empleados por METRO.
- 2.02 Falta de seguir esta política y procedimiento de un empleado de METRO objetará a dicho empleado a acción disciplinaria hasta e incluyendo terminación de empleo.

## III. DEFINICIONES:

- 3.01 **“Efecto Adverso”** significa tener un efecto perjudicial o no deseado.
- 3.02 **“Discriminación”** se refiere a cualquier acto u omisión, intencional o no intencional, en cualquier programa o actividad de un recipiente de ayuda federal, sub-receptor, o contratista, que resulte en el trato desigual, impacto desigual, o que perpetúa los efectos de previa discriminación basada en la raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género.
- 3.03 **“Identidad de género”** se refiere al género de un individuo, o su ausencia, con el que una persona se identifica. No es necesariamente basado en hechos biológicos, ya sea real o percibido, ni tampoco es siempre basado en la orientación sexual. Las identidades de género que se puede elegir incluyen hombres, mujeres, ambas, en algún punto intermedio (tercer género) o ninguno.
- 3.04 **“Personas de Proficiencia Limitada en Inglés (LEP)”** son personas para las que inglés no es su lengua materna y que tienen una capacidad limitada para hablar, entender, leer o escribir en inglés. Incluye a las personas que reportaron el Censo de EE.UU. que no hablan bien el idioma Inglés, o no hablan inglés en total.
- 3.05 **“Población de Bajos Ingresos”** se refiere a cualquier grupo fácilmente identificable de personas de bajos ingresos que viven en la proximidad geográfica, y si las circunstancias lo justifican, personas transeúntes dispersas geográficamente (como trabajadores emigrantes o Nativos Americanos) que serán igualmente afectados por una propuesta de programa, política, o actividad del DOT.
- 3.06 **“Individuos de las Minorías”** incluyen las siguientes:
  - 1) Indios Americanos y Nativos de Alaska, que se refiere a las personas con orígenes en cualquiera de los pueblos originarios de América del Norte y América del Sur (incluyendo América Central), y que mantiene afiliación tribal o de comunidad.

- 2) Asiáticos, que se refiere a las personas con orígenes en cualquiera de los pueblos originales del Lejano Oriente, el sudeste Asiático o el subcontinente Indio.
  - 3) Afro-Americanos, que se refiere a las personas con orígenes en cualquiera de los grupos raciales Negros de África.
  - 4) Hispanos o Latinos, que incluyen a personas de Cuba, México, Puerto Rico, Sudamérica o Centroamérica, o de cualquier otra cultura u origen española, independientemente de la raza.
  - 5) Nativos de Hawai y otras Islas del Pacífico, que se refiere a las personas con orígenes en cualquiera de las personas originarias de Hawai, Guam, Samoa u otras Islas del Pacífico.
- 3.07 **“Origen Nacional”** se refiere a la nación en particular en el que una persona nació o donde nacieron los padres o antecesores de la persona.
- 3.08 **“Raza”** es un grupo de personas unidas o clasificadas juntas en base de la historia común, la nacionalidad, o la distribución geográfica.
- 3.09 **“Recipiente”** es uno que ha recibido o está recibiendo asistencia financiera federal en virtud de las leyes. El término incluye a los sub-beneficiarios de un recipiente y los sub-beneficiarios en los programas administrados del Estado de FTA.
- 3.10 **“Represalia”** Cualquier acción adversa en contra de otro individuo a causa de su participación en la denuncia, la investigación, o audiencia relacionada con esta política o la disposición de la ley federal o estatal.
- 3.11 **“Sexo”** se refiere a la clasificación de género de un individuo ya sea masculino o femenino.
- 3.12 **“Orientación Sexual”** se refiere a la preferencia de un individuo en términos de relación sexual con otros, si la persona es homosexual, heterosexual o bisexual.
- 3.13 **“Documentos Vitales”** son documentos que transmiten la información que afecta gravemente la capacidad de los clientes al tomar decisiones informadas sobre su participación en el programa. (por ejemplo, avisos públicos, formularios de consentimiento, formularios de quejas, normas de elegibilidad, los anuncios relativos a la reducción, la denegación o cancelación de servicios o beneficios, el derecho a apelar, y las comunicaciones informando a los clientes de la disponibilidad de la asistencia lingüística gratuita).

#### IV. REQUISITOS Y DIRECTRICES GENERALES

- 4.01 METRO llevará a cabo sus programas, actividades y servicios de conformidad con el Título VI del Acta de Derechos Civiles de 1964. METRO o cualquiera de sus empleados no excluirá a ninguna persona de participar en, negar los beneficios de, ni sujetar a él / ella a discriminación en cualquiera de los programas, servicios o actividades de METRO

por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género.

- 4.02 METRO o cualquiera de sus empleados, no harán lo siguiente por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género:
- a) Proporcionar cualquier servicio, ayuda financiera, o beneficio que es diferente de lo previsto para los demás;
  - b) Someter a una persona a segregación o tratamiento separado;
  - c) Limitar a un individuo en el disfrute de cualquier ventaja o privilegio disfrutado por los demás;
  - d) Negar cualquier servicio individual, ayuda financiera, o beneficios en virtud de cualquiera de los programas, servicios o actividades de METRO;
  - e) Tratar a las personas de manera diferente en función de si cumplen los requisitos de admisión o de elegibilidad; y
  - f) Negar a una persona la oportunidad de participar como miembro de un órgano de planificación o consultivo.
- 4.03 METRO deberá evaluar el sistema de servicio a escala significativa y cambios en las tarifas y las mejoras propuestas en las etapas de planificación y programación para determinar si estos cambios tienen un efecto discriminatorio sobre los bajos ingresos y personas de Proficiencia Limitada en Inglés. Esto se aplica a cambios en los servicios principales que afectan a 25% de las horas de servicio de una ruta.
- 4.04 METRO celebra al menos una reunión de la Junta cada mes en lugares distintos a lo largo de sus fronteras geográficas (por ejemplo, Capitola, Scotts Valley, Watsonville y el centro de Santa Cruz) para garantizar que todas las personas tengan la oportunidad de participar en las decisiones de transporte de METRO.
- 4.05 Además de todos los requisitos del Título VI, METRO proporciona un intérprete de español en la primera hora de al menos una de sus reuniones periódicas de la Junta cada mes, para asegurar una participación significativa de las personas con Proficiencia Limitada en Inglés. Puede obtener un intérprete de español para cualquiera de sus reuniones periódicas de la Junta poniéndose en contacto con el Coordinador de Servicios en la Administración de METRO al (831) 426-6080.
- 4.06 La Abogada del Distrito de METRO o su designado, mantendrá una lista (un mínimo de cuatro años en estado activo) de las investigaciones del Título VI, quejas o demandas presentadas que alegan que METRO discriminó contra una persona o grupo sobre la base de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género. Esta lista incluye:
- a) La fecha que fue presentada la investigación, denuncia o querrela;
  - b) Un resumen de la denuncia (s);

- c) El estado de la investigación, denuncia o querrela, y
  - d) Cualesquiera medidas o acciones correctivas adoptadas por METRO en respuesta a la investigación, denuncia o demanda.
- 4.07 METRO mantendrá informado al público de las protecciones contra la discriminación que les ofrece el Título VI y las obligaciones de METRO en el Título VI mediante la publicación de esta política, o Aviso de Título VI (Anexo A), en la página web de METRO, [www.scmttd.com](http://www.scmttd.com), sobre los tableros de anuncios del Centro de Tránsito y en el tablón de anuncios oficial de METRO ubicado en las oficinas de Administración de METRO. Aviso de Título VI de METRO (Anexo A) será publicada en inglés y español en todos los lugares de instalación designados de METRO.
- 4.08 METRO tomará las medidas responsables para garantizar un acceso significativo a los beneficios, servicios, información y otras partes importantes de sus programas, actividades y servicios para personas que son de Proficiencia Limitada en Inglés (LEP).
- 4.09 METRO proporcionará la información, a petición del FTA, a fin de investigar las denuncias de discriminación, o para resolver las preocupaciones acerca de posibles incumplimientos con el Título VI.
- 4.10 METRO presentará su Programa de Título VI al oficial de la región de derechos civiles del FTA, una vez cada tres años para garantizar el cumplimiento con los Requisitos de Título VI.
- 4.11 METRO asegurará que las minorías y las personas de bajos ingresos tengan acceso significativo a los programas, actividades y servicios METRO.

## V. REQUISITOS DE JUSTICIA AMBIENTAL

- 5.01 METRO deberá integrar un análisis de justicia ambiental en su documentación del Programa Nacional de Protección Ambiental (NEPA) de los proyectos de construcción. METRO no está obligado a realizar análisis de justicia ambiental en los proyectos donde la documentación de NEPA no es necesaria. METRO considerará la preparación de una evaluación ambiental (EA) o la declaración de impacto ambiental (EIS) para integrar en sus documentos los siguientes componentes:
- a) Una descripción de la población minoritaria y de bajos ingresos dentro de las áreas de estudio afectadas por el proyecto, y una discusión sobre el método utilizado para identificar a esta población (por ejemplo, el análisis de los datos del Censo, la observación directa, o un proceso de participación pública);
  - b) Una discusión de todos los efectos adversos del proyecto, tanto durante como después de la construcción que afecte a las poblaciones minoritarias y de bajos ingresos identificados;
  - c) Una discusión de todos los efectos positivos del proyecto que afectaría a las poblaciones minoritarias y de bajos ingresos identificados, tales como mejoras en el servicio de tránsito, la movilidad o accesibilidad;

- d) Una descripción de todas las acciones de mitigación y mejoramiento ambiental incorporado en el proyecto para abordar los efectos adversos, incluyendo pero no limitado a, todas las características especiales del programa de reubicación que van más allá de los requisitos de la Ley Uniforme de Reubicación y abordar los efectos adversos de la comunidad tales como el tema de separación o de la cohesión, y la sustitución de los recursos de la comunidad destruidos por el proyecto;
- e) Una discusión de los efectos restantes, si los hubiere, y por qué no es propuesta más mitigación, y
- f) Para los proyectos que atraviesan zonas predominantemente de minorías y de bajos ingresos y proyectos en zonas de predominantemente no-minorías y no-bajos ingresos, una comparación de las acciones de mitigación y mejoramiento del medio ambiente que afectan a zonas predominantemente de bajos ingresos y de minorías con las mitigaciones aplicadas en zonas predominantemente de no-minorías y de no-bajos ingresos.

## **VI. PERSONAS DE PROFICIENCIA LIMITADA EN INGLES (LEP) Y REQUISITOS DE PARTICIPACIÓN PÚBLICA**

- 6.01 METRO buscará y examinará los puntos de vista de la población de minorías, de bajos ingresos y de Proficiencia Limitada en Inglés (LEP) en el curso de la realización de actividades de divulgación y actividades de participación. La estrategia de participación pública de METRO ofrecerá oportunidades tempranas y continuas para que el público participe en la identificación de los impactos sociales, económicos y ambientales de las decisiones de transporte propuestas.
- 6.02 METRO asegurará que las personas tengan acceso a sus programas, actividades y servicios mediante el desarrollo y ejecución del plan de idioma en el mismo. METRO continuamente evaluará la necesidad de la asistencia lingüística de la población servida.
- 6.03 METRO utilizará los siguientes cuatro factores para determinar qué medidas deben llevarse a cabo para proporcionar un acceso razonable y significativo para las personas LEP.
  - a) Idiomas susceptibles de ser encontrados y el número o la proporción de personas LEP en la población de servicios elegibles que podrían verse afectados por el programa, actividad o servicio.
  - b) Frecuencia con la que los individuos con LEP entran en contacto con los programas, actividades y servicios de METRO.
  - c) Importancia del programa, actividad o servicio prestado por METRO a las vidas individuales de los LEP.
  - d) Los recursos necesarios para prestar asistencia eficaz de las lenguas y los costos.

#### 6.04 ASISTENCIA DE LENGUAJE ORAL

- a) METRO mantiene personal bilingüe para proporcionar interpretación a español en sus oficinas administrativas y en sus facilidades de Servicio al Cliente para las preguntas básicas de tránsito y asistencia para la planificación del viaje.
- b) Servicio de paratransito de METRO ofrece reservacionistas de habla hispana para ayudar a los clientes de paratransito al programar un viaje. La Guía de METRO ParaCruz está disponible en español y en gran impresión (español) en la página web de METRO en [www.scmttd.com](http://www.scmttd.com).
- c) METRO proporciona un intérprete de habla hispana en la primera hora de al menos una de sus Reuniones de la Junta cada mes, que se extenderá a toda la reunión, si hay una necesidad de tales servicios.
- d) Tras la notificación de 24 horas de antelación, METRO proporcionará un intérprete en la primera reunión de la Junta, si así lo solicita.

#### 6.05 NOTIFICAR A CLIENTES LEP DE LA DISPONIBILIDAD DE SERVICIOS DE ASISTENCIA DE LENGUAJE

- a) METRO publicará un cartel en su tablón oficial de anuncios en sus oficinas administrativas indicando que la asistencia lingüística gratuita está disponible, si lo solicita en forma oportuna.

#### 6.06 TRADUCCIÓN DE DOCUMENTOS DE VITALES / ASISTENCIA DE LENGUA ESCRITA

- a) Todas las audiencias públicas que requieren notificación al público serán publicadas en inglés y español.
- b) *Aviso de Título VI* de METRO (Anexo A) y *Formulario de Quejas* (Anexo B) estarán disponibles en español en el sitio web de METRO, [www.scmttd.com](http://www.scmttd.com), en los Centros de Tránsito y el tablón oficial de anuncios de METRO.
- c) *Aviso de Título VI* de METRO (Anexo A) y *Formulario de Quejas* (Anexo B) han sido traducidos al español y se publicarán en los centros de tránsito, en los vehículos de tránsito, y en el tablón oficial de anuncios en las oficinas de Administración de METRO.
- d) Headways de METRO se ofrece en inglés y español.
- e) METRO publicará una copia del Programa de la Junta de Directores en español en el tablón oficial de METRO, ubicado en las oficinas de Administración de METRO.

- 6.07 METRO proporcionará traducciones escritas de documentos vitales para cada grupo de LEP que constituye un mínimo del 5% de la población del área de servicio o se compone de al menos 1,000 personas.

- 6.08 METRO celebrará al menos una reunión de la Junta cada mes en lugares distintos a lo largo de sus fronteras geográficas para garantizar que personas de bajos recursos, minorías y LEP tengan acceso a estas juntas. Estos lugares incluyen Santa Cruz, Scotts Valley y Watsonville.

## VII. QUEJAS / JUICIOS Y APELACIONES

- 7.01 **Cómo presentar una queja de Título VI con METRO:** Cualquier persona que cree que él / ella, o como miembro de cualquier categoría específica de personas, ha sido objeto de discriminación por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género, con respecto a los programas, actividades, servicios u otros beneficios de METRO relacionados con el tránsito, puede presentar una Queja por escrito con METRO. Una Queja puede ser presentada por el individuo o por un representante. Una Queja debe ser presentada dentro de 180 días después de la fecha de la supuesta discriminación, pero se les anima a los denunciantes presentar las quejas tan pronto como sea posible. METRO investigará de inmediato todas las Quejas presentadas en virtud del Título VI, conforme con el presente Reglamento

### 7.02 **La Queja debe incluir la siguiente información:**

- a) Una Queja debe ser por escrito y firmado y fechado por el Demandante o su representante antes de cualquier acción puede ser tomada.
- b) Una Queja debe indicar por la medida posible, los hechos y circunstancias que rodearon la presunta discriminación, incluyendo el nombre y dirección del demandante, la fecha, hora y lugar del incidente. La Queja deberá incluir una descripción del programa, actividad o servicio en el que ocurrió la presunta discriminación.

- 7.03 ***El Formulario de Quejas*** (Anexo B) se puede utilizar para presentar una Queja de Título VI de METRO. El *Formulario de Quejas* se hará en un formato accesible a petición. El *Formulario de Quejas* se puede obtener en los siguientes lugares:

- a) En la página web del METRO Santa Cruz, [www.scmttd.com](http://www.scmttd.com);
- b) Llamando al Coordinador de Servicios Administrativos de Santa Cruz METRO, o su designado al (831) 426-6080, (TDD 711 (TTY / Voz)) un formulario de queja puede ser enviada por correo.
- c) Al recoger un *Formulario de Quejas* del Servicio al Cliente, Estación Pacífico (anteriormente Centro de METRO), 920 Pacific Avenue, Santa Cruz, CA 95060 o en las Oficinas Administrativas de Santa Cruz METRO, 110 Vernon Street, Santa Cruz, CA 95060.

- 7.04 Si la Queja es recibida por alguien aparte del Gerente General de METRO, la persona en recepción de la Queja la remitirá al Gerente General o su designado tan pronto como sea posible pero a más tardar 2 días hábiles de su recepción. El Gerente General proporcionará inmediatamente una copia de la Queja al Presidente de la Junta de

Directores y al Administrador del METRO responsable por el programa, actividad o servicio que se identifica como fuera de cumplimiento.

- 7.05 **Procedimientos de METRO Para Investigar las Denuncias:** el Administrador del METRO responsable por el programa, actividad o servicio que se supone que esta fuera de cumplimiento investigará sin demora la supuesta denuncia y preparará una respuesta por escrito tan pronto como sea posible pero a más tardar 10 días hábiles de su recepción de la reclamación. El Administrador puede consultar con el personal de METRO adecuada en la preparación de su respuesta a la queja. El Administrador remitirá su respuesta por escrito al Gerente General o su designado dentro del marco de tiempo designado.
- 7.06 **Esfuerzos para Contactar al Demandante:** El Gerente General o su designado deberá hacer esfuerzos para hablar (en persona o conversación telefónica) con el demandante, en cuyo momento el demandante puede dar testimonio oral o por escrito en apoyo a la alegación de que sus derechos en virtud del Título VI han sido violados. El Gerente General o su designado deberá revisar y considerar la respuesta preparada por el Administrador identificado en la Sección 7.05, toda la información proporcionada por el demandante, si los hubiere, y cualquier otra evidencia disponible sobre los alegatos de la queja. El Gerente General o su designado deberá elaborar un informe escrito de sus conclusiones y si se requieren medidas correctivas, un calendario para la realización de dicha acción.
- 7.07 **Conclusión de la Investigación: Tan pronto como sea posible, pero a más tardar, 20** días hábiles siguientes a la recepción de la denuncia inicial, el Gerente General o su designado deberán informar al demandante de sus conclusiones y las medidas correctivas que deben adoptarse como consecuencia de la denuncia junto con el calendario para la realización de dicha acción.
- 7.08 **Apelación al Presidente de la Junta:** Si el demandante no está satisfecho con los resultados y / o acción de Gerente General de METRO, o su designado, entonces el demandante puede presentar su Queja con el Presidente de la Junta Directiva (véase la sección 7.09 más adelante), o con la Oficina de Derechos Civiles del FTA (vea la sección 7.11 más adelante).
- 7.09 **Proceso de Apelación:** Si el demandante opta por presentar su Queja con el Presidente de la Junta de Directores, entonces la denuncia y la documentación justificativa debe presentarse dentro de los 5 días hábiles de su recepción de los resultados de la investigación del Gerente General, con el Presidente de la Junta de Directores, proporcionándole al Coordinador de Servicios Administrativos, o su designado, 110 Vernon Street, Santa Cruz, CA 95060. Tras examinar el expediente, el Presidente de la Junta notificará al denunciante de las acciones que, en su caso, se tomará como resultado de la revisión por el Presidente dentro de 10 días hábiles de la notificación del Presidente de que el denunciante no está satisfecho con los resultados de la investigación del Gerente General. La decisión del Presidente de la Junta Directiva de METRO será definitiva.

- 7.10 **Exención de Plazo:** Cualquier plazo establecido en el presente documento podrá ser prorrogado por el Gerente General en una muestra de una buena causa.
- 7.11 **Cómo Presentar una Queja de Título VI con el FTA:** Cualquier persona que cree que él / ella, o como miembro de cualquier categoría específica de personas, ha sido objeto de discriminación por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género, con respecto a los programas, actividades o servicios de METRO, o de otros beneficios conexos de tránsito, puede presentar una Queja por escrito al FTA. Una Queja puede ser presentada por el individuo o por un representante. Una Queja debe ser presentada dentro de 180 días después de la fecha de la supuesta discriminación. FTA investigará de inmediato todas las denuncias presentadas en virtud del Título VI, de conformidad con las regulaciones del DOT *49 CFR § 21.11 (b) y 21.11 (c)*.

A. **La Queja debe incluir la siguiente información:**

- 1) Una Queja debe ser por escrito y firmado y fechado por el demandante o su representante antes de que cualquier acción puede ser tomada. En casos donde un Demandante no puede o no es capaz de proporcionar una declaración por escrito, pero desea que el FTA o el DOT investigue la supuesta discriminación, una Queja verbal de la discriminación puede ser introducida al Director del FTA, Oficina de Derechos Civiles. Si es necesario, el Oficial de Derechos Civiles ayudará a la persona a convertir la queja verbal en escrito. Todas las quejas tienen que ser firmadas por el demandante o su representante.

**Dirección de la Oficina de Derechos Civiles del FTA:**

Federal Transit Administration Office of Civil Rights  
**Attn: Title VI Program Coordinator**  
**East Building, 5<sup>th</sup> Floor - TCR**  
**1200 New Jersey Avenue, S.E.**  
**Washington, DC 20590**

**TTY: 1-800-877-8339**

**Voice: 1-866-377-8642**

**[FTA.ADAAssistance@dot.gov](mailto:FTA.ADAAssistance@dot.gov)**

- 2) La Queja debe indicar, por la medida posible, los hechos y circunstancias que rodearon la presunta discriminación, incluyendo la fecha, hora y lugar del incidente. La Queja deberá incluir una descripción del programa, actividad o servicio en el que ocurrió la presunta discriminación.

- 7.12 **Aceptación de Quejas:** Una vez que una Queja ha sido aceptada, el FTA notificará a METRO que ha sido objeto de una Queja de Título VI y le pedirá a METRO que responda por escrito a las alegaciones del Demandante. Una vez que el Demandante este de acuerdo de liberar la Queja al METRO, el FTA le dará la Queja a METRO. El FTA puede optar por cerrar una Queja si el Demandante no está de acuerdo en liberar la

demanda al METRO. El FTA se esforzará para completar una investigación de una Queja de Título VI dentro de 180 días a partir de la fecha de aceptación de la Queja.

- 7.13 **Investigaciones:** El FTA hará una investigación rápida cada vez que una revisión de cumplimiento, informe, denuncia o cualquier otra información que indique un posible fracaso de cumplimiento con los Reglamentos del Título VI. La investigación del FTA incluirá una revisión de las prácticas pertinentes y las políticas de METRO, las circunstancias en que ocurrió el posible incumplimiento, y otros factores relevantes para una determinación en cuanto a si METRO ha dejado de cumplir con las regulaciones del Título VI.
- 7.14 Tras la investigación, la Oficina de Derechos Civiles del FTA transmitirá al Demandante y a METRO una de las siguientes tres cartas basadas en sus conclusiones:
- a) **Carta de Resolución:** explica los pasos que ha tomado METRO, o se compromete a tomar para entrar en cumplimiento con el Título VI.
  - b) **Carta de Encuentro (Cumplimiento):** explica que METRO se encuentra en cumplimiento con el Título VI. Esta carta incluirá una explicación de por qué METRO se encontró en el cumplimiento, y proporcionará una notificación al Demandante de sus derechos de apelación.
  - c) **Carta de Encuentro (Incumplimiento):** explica que METRO se encuentra en incumplimiento. Esta carta incluirá cada violación de referencia, la normativa aplicable, una breve descripción de las soluciones propuestas, conocimiento del límite de tiempo en el proceso de conciliación, las consecuencias para el fracaso de lograr el cumplimiento voluntario, y una oferta de asistencia a METRO en la elaboración de un plan de rehabilitación para su cumplimiento.
- 7.15 **Proceso de Apelación:** Las cartas de encuentro y resoluciones ofrecerán al Demandante y a METRO la oportunidad de proporcionar información adicional que llevaría al FTA reconsiderar su conclusión. El FTA pide que las partes en la Queja proporcionen esta información adicional dentro de 60 días de la fecha de la carta de encuentro. La Oficina de Derechos Civiles del FTA responderá a una apelación, ya sea mediante la emisión de una carta de revisión de la resolución o conclusión a la parte apelante, o informando a la parte apelante de que la carta original de la resolución o la búsqueda sigue en vigor.

## VIII. DEFICIENCIAS DE CUMPLIMIENTO CON TÍTULO VI

- 8.01 Revisiones de Cumplimiento se llevarán a cabo periódicamente por el FTA, como parte de su responsabilidad permanente conforme con su autoridad en virtud de *49 CFR § 21.11 (a)*.
- 8.02 Si el FTA determina que METRO se encuentra en incumplimiento con el Título VI, se remitirá una *Carta de Encuentro* que describe la determinación del FTA y pide que METRO adopte voluntariamente medidas correctivas (s) que el FTA considera necesarias y apropiadas.

- 8.03 METRO presentará un plan de medidas correctivas, incluso una lista de acciones correctivas planeadas y, de ser necesario, las razones suficientes y justificadas para que el FTA reconsidere cualquier de sus conclusiones o recomendaciones en un plazo de 30 días de recibo de la *Carta de Encuentro* del FTA.

## **IX. ADMINISTRACIÓN DEL REGLAMENTO**

- 9.01 METRO integrará las disposiciones dentro de su Programa de Título VI en todos los programas, actividades y servicios prestados por el servicio de ruta fija de METRO, servicio de Paratránsito e instalaciones de METRO.
- 9.02 METRO integrará el programa del Título VI, en sus políticas y procedimientos.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



## DECLARACIÓN DE POLÍTICA DE TÍTULO VI

El Distrito de Tránsito Metropolitano de Santa Cruz (METRO) se compromete a proporcionar medios de transporte público en un ambiente libre de discriminación por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género. METRO opera sus programas, actividades y servicios, sin distinción de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género.

Como recipientes de fondos de la Administración Federal de Tránsito (FTA), METRO asegurará que sus programas, políticas y actividades cumplan con el Título VI del Acta de Derechos Civiles de 1964, según enmendada, y las regulaciones del Departamento de Transporte.

Cualquier persona que cree que él / ella, ha sido objeto de discriminación por motivos de raza, color, origen nacional, edad, sexo, orientación sexual o identidad de género, con respecto a los programas, actividades, o servicios de METRO u otras prestaciones relacionadas con el tránsito, puede presentar una Queja de Título VI. Las quejas deberán presentarse por escrito y ser firmadas por el demandante, o un representante, y deberán incluir el nombre de los denunciantes, dirección y número de teléfono u otro medio por el cual el demandante puede ser contactado. Las quejas deberán presentarse dentro de los 180 días de la fecha del presunto acto discriminatorio.

Para solicitar información adicional sobre las obligaciones sobre discriminación de METRO o para presentar una queja del Título VI, por favor envíe su solicitud o queja por escrito a:

**Santa Cruz Metropolitan Transit District**  
Attn: Gerente General  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

\*Formularios de Quejas también se pueden obtener por la página web de METRO en [www.scmttd.com](http://www.scmttd.com)

Quejas de Título VI de la Administración Federal de Tránsito (FTA) pueden ser presentadas directamente a:

Federal Transit Administration Office of Civil Rights  
Title VI Program Coordinator  
East Building, 5<sup>th</sup> - TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

13.613  
Anexo A

**Santa Cruz Metropolitan Transit District**  
**FORMULARIO DE QUEJAS DE DISCRIMINACIÓN DE TÍTULO VI**

Nombre del Demandante: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad / Estado / Código Postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_ Dirección de E-mail: \_\_\_\_\_

Fecha de Violación: \_\_\_\_\_ Hora de Violación: \_\_\_\_\_

Fecha de la Queja: \_\_\_\_\_

Lugar de Violación: \_\_\_\_\_

Número de Autobús: \*\* \_\_\_\_\_ Ruta de Autobús: \*\* \_\_\_\_\_

Discriminación por motivo de:  Raza  Color  Origen Nacional  
 Edad  Sexo  Orientación Sexual  Identidad de Género

Por favor, indique el nombre(s) de Directores, empleados o agentes de METRO que presuntamente han discriminado contra usted, incluyendo sus títulos de trabajo (si se conoce).

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

Identifique cual de los servicios, programas, o actividades (ejemplo: servicio de ruta fija, ParaCruz, etc.) de METRO no cumplen con el Título VI del Acta de Derechos Civiles de 1964.

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

Identifique a las personas por su nombre, dirección y número de teléfono que disponen de información relativa a la violación.

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

Explique lo más claramente posible lo que ocurrió, cómo siente que fue discriminado y quien estuvo involucrado. Favor de incluir cómo otras personas fueron tratadas de manera diferente a usted. \*

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

Firma del Demandante: \_\_\_\_\_ Fecha: \_\_\_\_\_

\* Puede usar hojas de papel adicionales si es necesario.

COMMENTS	STAFF RESPONSES/RECOMMENDATIONS
MAC and E&DTAC suggested “gender identify” be included as a protected class	“gender identity” included as a protected classification with definitions
Board member suggested that the name of complainant be required on Complaint Form.	Section 7.02 was modified to require that the name and address of complainant be included on the complaint form.
Board member suggested that the investigation timeframe be easier to determine.	Bolded Headings have been added to assist with clarifying the investigation timeframe process.
Board member suggested that the word “Note” be removed from §7.11A(3)	“Note” deleted
Board member suggested that administrative address be updated	New Administrative office address is included in §7.03, §7.09 and included in the complaint form.
Board member suggested that the investigation timeframe be quicker.	Language added to investigation timeframe “as soon as practicable but no later than...”
Board member suggested that A.3 in §7.11 be moved to A.1 in that section	Section A.3 of §7.11 was consolidated with §A.1
Board member suggested that a more prominent sticker be included on <u>Headways</u> to inform public that service routes are in Spanish as well as English.	IT Department was notified of this suggestion and appropriate notification for <u>Headways</u> is in the process.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Ciro Aguirre, Operations Manager  
April Warnock, Paratransit Superintendent

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACTS WITH DOC AUTO LLC (\$47,000) AND SPECIALIZED AUTO AND FLEET SERVICES, INC. (\$40,000) FOR VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$87,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract with Doc Auto LLC (\$47,000) and Specialized Auto and Fleet Services, Inc. (\$40,000) for vehicle maintenance services for METRO's ParaCruz Department for a total amount not to exceed \$87,000.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Three firms submitted proposals for METRO's review.
- A four-member evaluation committee comprised of METRO staff reviewed and evaluated the proposals.
- Staff is recommending that a contract be established with Doc Auto LLC (\$47,000) and Specialized Auto and Fleet Services, Inc. (\$40,000) for vehicle maintenance services for METRO's ParaCruz Department for a total amount not to exceed \$87,000.

## III. DISCUSSION

The ParaCruz Department has a need to have vehicle inspection services and vehicle repairs performed by an fully licensed and insured automotive repair company. The safety inspections are required, and audited by the California Highway Patrol for fleet management.

On November 2, 2009 METRO Request for Proposal No. 10-12 was mailed to twenty-one firms, was legally advertised, and a notice was posted on METRO's web site. On December 1, 2009, proposals were received and opened from three firms. A list of these firms are provided in

14.1

Attachment A. A four-member evaluation committee comprised of: Ciro Aguirre, Operations Manager; April Warnock, Paratransit Superintendent; Mark Hickey, Training and Road Response Coordinator; and Lloyd Longnecker, Purchasing Agent have reviewed and evaluated the proposals.

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

EVALUATION CRITERIA	POINTS POSSIBLE
Response to Questionnaire (Attachment D)	20
Qualifications/Experience	20
References	10
Cost -- Competitiveness of proposed fees.	35
Disadvantaged Business Enterprise participation	5
Total possible points	90

The evaluation committee is recommending that two contracts be established. Using two contractors will allow flexibility of having a north-central and south county access for vehicle maintenance, repair, and inspection services. Both contractors will provide all services meeting all METRO specifications and requirements.

Staff is recommending that a contract be established with Doc Auto LLC (\$47,000) and Specialized Auto and Fleet Services, Inc. (\$40,000) for vehicle maintenance services for METRO's ParaCruz Department for a total amount not to exceed \$87,000.

#### IV. FINANCIAL CONSIDERATIONS

Funds to support these contracts are included in the ParaCruz FY10 Outside Repair - Revenue Vehicles budget.

#### V. ATTACHMENTS

- Attachment A:** List of firms that submitted a proposal.
- Attachment B:** Contract with Doc Auto LLC
- Attachment C:** Contract with Specialized Auto and Fleet Services, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: December 8, 2009

14.2

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

**LIST OF FIRMS RESPONDING TO METRO'S  
REQUEST FOR PROPOSALS NO. 10-12  
FOR VEHICLE MAINTENANCE SERVICES FOR  
METRO'S PARACRUZ DEPARTMENT**

1. Doc Auto LLC of Santa Cruz, CA
2. Specialized Auto and Fleet Services, Inc. of Watsonville, CA
3. Portola Motors, Inc. of Watsonville, CA

**PROFESSIONAL SERVICES CONTRACT  
FOR VEHICLE MAINTENANCE SERVICES FOR  
METRO'S PARACRUZ DEPARTMENT (10-12)**

THIS CONTRACT is made effective on January 1, 2010 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and DOC AUTO LLC ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

METRO 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 METRO's Need for Vehicle Maintenance Services for METRO's ParaCruz Department

METRO has the need for Vehicle Maintenance Services for METRO's ParaCruz Department. In order to obtain these services, METRO issued a Request for Proposals, dated November 2, 2009, 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 Vehicle Maintenance Services for METRO's ParaCruz Department and whose principal place of business is 908 Ocean Street, Santa Cruz, CA. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Vehicle Maintenance Services for METRO's ParaCruz Department, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On December 18, 2009, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Vehicle Maintenance Services for METRO's ParaCruz Department described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 2, 2009 including Addendum No. dated November 19, 2009.

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

Contractor's Proposal to METRO for Vehicle Maintenance Services for METRO's ParaCruz Department, signed by Contractor and dated December 1, 2009.

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 METRO for this project in accordance with the Request for Proposals issued November 2, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 2, 2009.

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 one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$47,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by METRO 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 METRO (or any grantor of METRO, 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 METRO 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.

METRO

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

CONTRACTOR

Doc Auto LLC  
908 Ocean Street  
Santa Cruz, CA 95060  
Attention: Tim Williams

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 \_\_\_\_\_

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR – DOC AUTO LLC

By \_\_\_\_\_  
Kenneth M. Potts  
Managing Member

Approved as to Form:

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

EXHIBIT - A

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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**Request for Proposals (RFP)**

**For Vehicle Maintenance Services for  
METRO's ParaCruz Department**

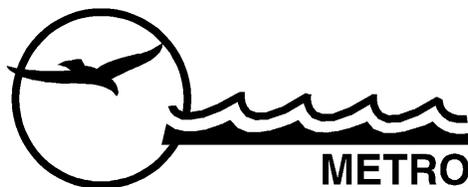
**METRO RFP No. 10-12**

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**Date Issued: November 2, 2009**

**Proposal Deadline: 5:00 P.M., December 1, 2009**

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**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	List of ParaCruz Vehicles
Attachment B	CHP Inspection Forms for Inspections A, B, D, and E
Attachment C	Proposal Cost Sheets
Attachment D	Proposal Response Questionnaire

## **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:** METRO 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 METRO:** Proposals (1 original and 4 copies) must be delivered to METRO Purchasing Office, 370 Encinal Street, Suite 100, 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 METRO. 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 METRO and the advantage to METRO 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 METRO, 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 METRO:** 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 METRO

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 METRO in the RFP.

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 METRO 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 METRO; (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 METRO a third-party beneficiary thereunder; (b) grant to METRO the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to METRO 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 METRO. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **METRO'S PREROGATIVE:** METRO 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 METRO to negotiate a contract, nor does it obligate METRO to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

METRO 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 METRO Administrative Office no later than ten (10) calendar days after the date of notification of award by METRO. 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, METRO may award the contract to another offeror; in such event, METRO shall have no liability and said party shall have no remedy of any kind against METRO.
17. **DISADVANTAGED BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit METRO has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of METRO 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.

19. PUBLIC RECORDS ACT:

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as “Trade Secret”, “Confidential” or “Proprietary”. METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to METRO marked “Trade Secret”, “Confidential”, or “Proprietary”. However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information.
- C. Under no circumstances, will METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold METRO harmless from all costs and expenses, including attorney’s fees, in connection with such actions.

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





**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**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 \_\_\_\_\_ CONTRACTOR'S ADDRESS \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ % \_\_\_\_\_  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_ PROPOSAL AMOUNT \$ \_\_\_\_\_  
 AGENCY \_\_\_\_\_ PROPOSAL OPENING DATE \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_ DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

This information must be submitted during the initial negotiations with METRO. By submitting a proposal, offeror certifies that he/she is in compliance with METRO'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 VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT**

#### **1. INTRODUCTION**

The Santa Cruz Metropolitan Transit District (METRO) is requesting proposals from qualified firms experienced in automotive repair, to assist METRO's ParaCruz Department in its METRO-owned vehicle maintenance and repair services, including all labor, parts and materials, necessary for the various classifications, types and makes/models of METRO vehicles. METRO may award a contract to one or more qualified companies. If your company desires to submit a proposal on a specific area of expertise, please indicate this in your proposal accordingly. If you do not wish to perform services on a specific item or service area, please indicate this in your proposal accordingly. All proposal response pages are to be submitted with your proposal, regardless if you are offering the service or not. The proposal response pages are designed so you can fill in the dollar amount in each box and/or line item.

The term of this of any contract resulting from this RFP will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by METRO. At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

Your proposal must include a copy of your business license and any applicable licenses or registrations required by the State of California Bureau of Automotive Repair.

#### **2. SCOPE OF SERVICES**

The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on METRO ParaCruz-owned vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, and engine. METRO's preference is to have a primary Contractor that has the ability to perform all required services. Work may be sub-contracted or METRO may select more than one Contractor. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request For Proposal (RFP) is divided into service items and sub-items to allow the award of more than one contract, if it is deemed to be in METRO's best interest. METRO reserves the right to award all items and sub-items to one or more vendors, multiple items with sub-items to one vendor or in any manner deemed to be most advantageous to METRO.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in item 3 below and defined in item 4 below for METRO ParaCruz vehicles listed (see Attachment A). Any exception, including sub-contracting, must be noted in the proposal response.

**2.1 Preventative Routine Maintenance.** METRO's ParaCruz vehicles are routinely driven in long distance trips; frequent start/stop; and long idle periods. Items 3 and 4 below outline routine maintenance requirements due to the use conditions. The average annual usage is normally around 36,000 miles for general purposes vehicles

**2.2 Repairs and Maintenance.** Provide service/repairs to all common mechanical and electrical systems as needed.

**2.3 Transport of Vehicles for Service.** Contractor is not responsible for transport (pick up and delivery) of METRO ParaCruz vehicles for all preventative and scheduled services. If contractor wishes they may provide courtesy transportation of vehicle or drivers and shall note on the submitted proposal. For vehicles not drivable, METRO will arrange towing.

**2.4 Conditions on Required Services.** 24-Hour turn-around on common repairs (including brakes, etc.) and routine maintenance without prior scheduling is required. When a prior appointment has been made for routine maintenance, the turn-around time should be eight (8) hours or end of business day, whichever is sooner. Contractor to provide adequate inventory on special parts related to METRO's ParaCruz vehicle fleet to ensure minimum turn-around on non-common repairs.

**2.5 Repair Order Content and Procedure.** The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by METRO staff upon pick-up/drop-off. A confirming copy with final cost shall be delivered to METRO upon completion, and a billing copy shall be sent to METRO with the invoice.
- Actual work/cost above written estimate requires METRO approval prior to work start.
- Authorization of work by METRO or its designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed.
  - Vehicle and/or license #, make/model.
  - Vehicle mileage at time of service/repair.
  - Date in / date out / time completed.
  - Detail type of service, hours, material's used, and cost associated with each.
  - Sub-contracted repair orders containing same information shall be attached to Contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 12 month or 12,000 miles whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by METRO.
- Warranty and sub-contracted repair orders need to be provided by the Contractor.
- Contractor is prime contractor; however, sub-contractors may be used by Contractor. Contractor assumes responsibility for work of sub-contractors. The charges for such services to METRO shall be the amount of the sub-contractor's invoice for services performed, or the contract price, whichever is less.

**2.6 Hours of Operation.** METRO ParaCruz operates 362 days a year from 5:30 am to 10:30 pm and desires the most comprehensive hour coverage possible. Please identify your firm's normal business hours and emergency business hours if available.

### **3. DESCRIPTION OF SERVICES**

**3.1 California Highway Patrol Safety Inspections.** Provide monthly safety inspections as required by CHP. These inspections are to be completed on a mileage and/or 30 day minimum period. Contractor will be provided METRO Fleet inspection forms to be completed at the designated intervals. (Reference Attachment B - Inspections A, B, D, and E)

**3.2 Routine Maintenance.** Lubrication of all fittings; oil change with manufacturer recommended oil type and amount; oil filter change with manufacturer recommended filter; air filter change with manufacturer recommended filter; checking and refilling of all fluids - power steering, brake, cooling, windshield washer, transmission, differentials; rotate tires; and provide a written report on overall condition of vehicle to include mileage, service completed, condition of tires, belts, glass, body, all lights, and any deficiencies noted during inspection. All are automatic transmissions unless noted otherwise. Routine maintenance pricing applies to the vehicles listed within Attachment A.

**3.3 Annual Maintenance.** Brake pad and shoe inspection; transmission oil change (automatic transmissions only); transmission oil filter change (automatic transmissions only); checking and refilling of all fluids -power steering, brake, cooling, windshield washer, transmission, differentials; rotate tires; and provide a written report on overall condition of vehicle to include mileage, service completed, condition of tires, belts, glass, body, all lights, and any

deficiencies noted during inspection. All METRO ParaCruz vehicles have automatic transmissions unless noted otherwise. Annual maintenance proposal pricing applies to the vehicles listed within Attachment A.

### 3.4 Tire Services.

- 3.4.1 **Flat Repair:** Repair flat tires; re-mount and balance. This flat-fee rate is to be shown on the proposal cost sheets.
- 3.4.2 **New Tires:** Mount tires supplied by METRO. This flat-fee rate is to be shown on the proposal cost sheets. METRO routinely purchases new tires from a supplier who adheres to pricing standards for government entities.

## 4. OPERATING PROCEDURES FOR ROUTINE MAINTENANCE SERVICES

This section sets forth the operating policy and procedures for servicing METRO vehicles and equipment. It discusses maintenance scheduling procedures, loaner procedures and invoicing requirements. Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures and initiate the service transaction within 15 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

### 4.1 To assist the Contractor with the maintenance program, METRO will provide:

- Listing of covered vehicles (Attachment A) by Vehicle number, updated as necessary.
- Repair orders and billing invoices must refer to the vehicles by their Vehicle number and include the license plate number.
- METRO preventative routine maintenance schedule (Item 3 above).
- Designated staff contact person at METRO ParaCruz.

### 4.2 Scheduling of Maintenance and Service Procedures.

- 4.2.1 METRO may designate a specific Service Representative (SR), however, at this time the SR will be the person arranging the service of the vehicle. Although the garage will have contact with other METRO operations staff, the SR will be the primary contact for METRO.
- 4.2.2 The contracted garage shall identify a single individual by name to serve as the responsible contact for communication with the SR regarding vehicle scheduling and vehicle status update(s).
- 4.2.3 The SR will contact the designated garage representative between 7:30 a.m. and 5:00 p.m. weekdays to determine the status of vehicles and/or equipment being serviced. The garage contact should provide accurate and timely information to the SR on vehicle status including but not limited to:
  - a. What vehicle/equipment is ready by vehicle number
  - b. What vehicle/equipment is being serviced/require repair
  - c. Estimated completion of vehicles/equipment under repair
  - d. Description of repairs and costs when outside of this RFP
- 4.2.4 For other services, the vehicle driver will deliver the vehicle to Contractor's facility, and provide a description of problem of the vehicle.
- 4.2.5 After the service is completed:
  - a. Complete Vehicle Service Order ready for SR or designee to sign.
  - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
  - c. Contact SR to provide time that vehicle is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
  - d. SR or designee will check work performed, sign off on the Service Order, and accept the keys from Contractor representative.
- 4.2.6 When repairs cannot be accomplished at the Contractor's facility or a sub-contractor facility identified in the proposal, Contractor must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification to the SR.

- 4.2.7 METRO asks that the Contractor report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
- 4.2.8 The Contractor will be responsible for loss and damage to all METRO vehicles under its custody and/or control.

**5. PROPOSAL SUBMITTAL**

Original proposal and four copies must be received no later than 5:00 p.m. on December 1, 2009, at the METRO’s Purchasing Office, Located at 370 Encinal Street, Suite 100, Santa Cruz, CA. 95060. Proposals must be clearly marked:

"Proposal For Vehicle Maintenance Services for METRO’s ParaCruz Department (Proposal Due Date: December 1, 2009)"

**6. REJECTION OF PROPOSALS**

Failure to meet the requirements for the Request for Proposals will be cause of rejection of the proposal. METRO may reject any proposal if it is conditional, incomplete or contains irregularities. METRO may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Balance of the Proposal documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. METRO reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

**7. EVALUATION CRITERIA AND SELECTION**

**7.1 Evaluation Criteria**

An evaluation committee comprised of METRO staff will review and evaluate all proposals received. Final selection shall be based upon the following considerations:

<b>EVALUATION CRITERIA</b>	<b>POINTS POSSIBLE</b>
Response to Questionnaire (Attachment D)	20
Qualifications/Experience	20
References	10
Cost – Competitiveness of proposed fees.	35
Disadvantaged Business Enterprise participation	5
<b>Total possible points</b>	<b>100</b>

**7.2 Selection**

Oral interviews may be conducted to assist in the final selection, If METRO deems it necessary. METRO reserves the right to make the selection without the aid of an Oral Presentation.

- 7.2.1 METRO reserves the right to make the selection within ninety (90) calendar days from the date proposals are opened, during which period proposals shall not be withdrawn.
- 7.2.2 METRO reserves the right to delay making a selection in order to permit proper study and analysis of all proposals received and/or reject any or all proposals received.
- 7.2.3 METRO reserves the right to investigate the qualifications of all firms under consideration, to confirm any part of the information furnished by the firm, and to require further evidence of

managerial, financial or professional capabilities that are considered necessary for the successful performance of the Contract.

## **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 METRO 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**

METRO 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 METRO upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever METRO determines that such termination is in METRO's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by METRO, 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 METRO in the manner, at the time, and to the extent directed by METRO all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case METRO 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 METRO, to the extent METRO may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to METRO and deliver in the manner, at the time, and to the extent, if any, directed by METRO the fabricated or un-fabricated 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 METRO; (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 METRO, 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 METRO, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to METRO 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 METRO 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 METRO 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 METRO has or may acquire an interest.

## 2.02 Termination for Default

2.02.01 METRO 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, METRO may procure, upon such terms and in such manner as METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to METRO, the Contractor shall be liable to METRO 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 METRO shall be considered to have been terminated pursuant to termination for convenience of METRO pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

The rights and remedies of METRO 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 METRO 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 METRO 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 METRO to evaluate any Contractor request for relief under this Article 3. METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. METRO shall notify the Contractor of its decision in writing. METRO'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 METRO 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. METRO 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 METRO 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 METRO 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 METRO (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 METRO 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 negligence, recklessness or willful misconduct 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 METRO and any insurance or self-insurance maintained by METRO shall be excess of Contractor's insurance coverage and shall not contribute to it.

## 7.02 Types of Insurance and Minimum Limits

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

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
  - (a) Full Personal Injury coverage.
  - (a) Broad form Property Damage coverage.
  - (a) A cross-liability clause in favor of METRO.
- (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 METRO.
- (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 METRO shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify METRO 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 METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (6) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to METRO.

## 8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to METRO within five (5) days of METRO demand, a detailed cost proposal. METRO may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with METRO in compiling and submitting detailed information for the cost and price analysis.

## 9. NO DISCRIMINATION

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

## 10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of METRO 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.

### I. PROMPT PAYMENT

#### 11.01 Prompt Progress Payment to Subcontractors

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

#### A. Prompt Payment of Withheld Funds to Subcontractors

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

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

METRO'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 METRO premises or distribute same to METRO employees.

### 13.05 Publicity

Contractor agrees to submit to METRO all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein METRO's name is mentioned or language used from which the connection of METRO'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 METRO.

### 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 METRO property, (2) ensure that its employees take appropriate protective measures, and (3) provide METRO's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on METRO property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify METRO 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 METRO; and any such action by Contractor without METRO'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 METRO. Any such action by Contractor without METRO'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 METRO 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 METRO premises or in a METRO vehicle.

13.17 Responsibility for Equipment

13.17.01 METRO 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 METRO.

13.17.02 Contractor is responsible to return to METRO in good condition any equipment, including keys, issued to it by METRO pursuant to this Agreement. If the contractor fails or refuses to return METRO-issued equipment within five days of the conclusion of the contract work METRO 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 METRO.

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 METRO 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 VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT (10-12)

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 METRO's Primary Objective

METRO 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 METRO's Need for Vehicle Maintenance Services for METRO's ParaCruz Department

METRO has the need for Vehicle Maintenance Services for METRO's ParaCruz Department. In order to obtain these services, METRO issued a Request for Proposals, dated November 2, 2009, 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 Vehicle Maintenance Services for METRO's ParaCruz Department and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Vehicle Maintenance Services for METRO's ParaCruz Department, which is attached hereto and incorporated herein by reference as Exhibit "B."

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

On \_\_\_\_\_, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Vehicle Maintenance Services for METRO's ParaCruz Department described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 2, 2009

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

Contractor's Proposal to METRO for Vehicle Maintenance Services for METRO's ParaCruz Department, signed by Contractor and dated December 1, 2009.

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 METRO for this project in accordance with the Request for Proposals issued November 2, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 2, 2009.

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 one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO 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 purchase order number provided by METRO 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 METRO (or any grantor of METRO, 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 METRO 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.

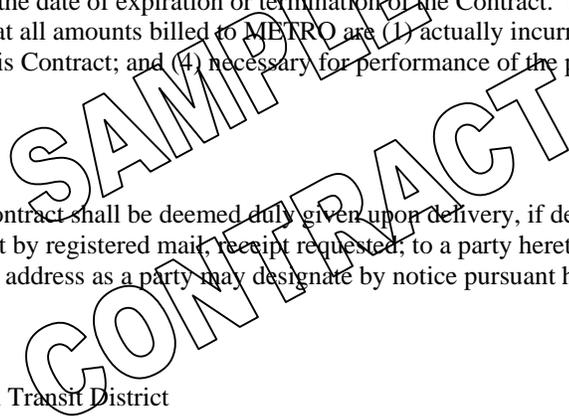
METRO

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 \_\_\_\_\_

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR -

By \_\_\_\_\_

Approved as to Form:

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

SAMPLE  
CONTRACT

## **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 METRO 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 METRO, 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, METRO 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 METRO 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 METRO to enter into such litigation to protect the interests of METRO, 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 METRO, 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 METRO 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 METRO 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 METRO 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, METRO 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 METRO (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 METRO if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

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

### 12.2 DBE Obligation

METRO and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, METRO and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. METRO 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 METRO shall participate in selection, or in the award or 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. METRO'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 METRO 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 METRO.

## 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

METRO 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 METRO, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when METRO 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. METRO 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, METRO, 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 METRO 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 METRO 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 METRO 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, METRO (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 METRO, 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. METRO 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, METRO 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.

METRO 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.

METRO 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 METRO 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 METRO or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by METRO 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

#### POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

#### APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

#### DEFINITIONS

**"Common Grant Rules"** refers to the Department of Transportation regulations "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

**"Interested Party"** means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

**"Protest"** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

**"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

**"Types of Protests":** There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

## **STANDARDS.**

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at [financemanager@scmtd.com](mailto:financemanager@scmtd.com) . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO's administrative remedies before pursuing a protest with the FTA.

METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.

In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she 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 the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under METRO's protest procedure. Protest appeals should be filed with:

**Federal Transit Administration**  
Regional Administrator Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105-1839

Telephone: (415) 744-3133  
Fax: (415) 744-2726

## **METRO RESPONSIBILITIES TO FTA**

METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the

FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
  - (a) Have a value exceeding \$100,000, or
  - (b) Involve controversial matter, irrespective of amount, or
  - (c) Involve a highly publicized matter, irrespective of amount.
  
- b. Details: The following information about each Protest:
  - (a) A brief description of the Protest,
  - (b) The basis of disagreement, and
  - (c) If open, how far the Protest has proceeded, or
  - (d) If resolved, the agreement or decision reached, and
  - (e) Whether an appeal has been taken or is likely to be taken.
  
- c. When and Where: METRO will provide this information:
  - (a) In its next quarterly Milestone Progress Report, and
  - (b) At its next Project Management Oversight review, if any.
  
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

# ATTACHMENT A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PARATRANSIT VEHICLE LISTING as of 10/15/09

Vehicle #	Manufacturer	Model	Year	VIN	License #
104	CHEVROLET	VENTURE	2001	1GNDX03E71D157031	E-1060819
105	CHEVROLET	VENTURE	2001	1GNDX03E61D156713	E-1060820
106	CHEVROLET	VENTURE	2001	1GNDX03E11D157316	E-1060818
107	CHEVROLET	VENTURE	2001	1GNDX03E31D158077	E-1060822
108	CHEVROLET	VENTURE	2001	1GNDX03E31D162095	E-1060821
109	CHEVROLET	VENTURE	2001	1GNDX03EX1D160120	E-1060825
110	CHEVROLET	VENTURE	2001	1GNDX03E11D157428	E-1100004
205	CHEVROLET	VENTURE	2002	1GNDX03E62D158429	E-1120726
206	CHEVROLET	VENTURE	2002	1GNDX03E22D155107	E-1120725
207	CHEVROLET	VENTURE	2002	1GNDX03E32D155195	E-1101687
208	CHEVROLET	VENTURE	2002	1GNDX03E72D155667	E-1101688
209	CHEVROLET	VENTURE	2002	1GNDX03E42D156016	E-1146494
305	CHEVROLET	VENTURE	2003	1GBDX23E13D263860	E-1150932
306	CHEVROLET	VENTURE	2003	1GBDX23E93D266425	E-1150996
307	CHEVROLET	VENTURE	2003	1GBDX23E63D266169	E-1150926
308	CHEVROLET	VENTURE	2003	1GBDX23E73D266505	E-1150925
310	CHEVROLET	VENTURE	2003	1GBDX23E13D265592	E-1163039
311	CHEVROLET	VENTURE	2003	1GBDX23E43D267367	E-1150995
312	CHEVROLET	VENTURE	2003	1GBDX23E63D264812	E-1150923
313	CHEVROLET	VENTURE	2003	1GBDX23E33D266713	E-1150924
314	CHEVROLET	VENTURE	2003	1GBDX23E83D263872	E-1150992
315	CHEVROLET	VENTURE	2003	1GBDX23E33D264556	E-1150991
316	CHEVROLET	VENTURE	2003	1GBDX23E93D265470	E-1163040
317	CHEVROLET	VENTURE	2003	1GBDX23EX3D263288	E-1163038
318	CHEVROLET	VENTURE	2003	1GBD23XE53D263845	E-1163037
319	CHEVROLET	VENTURE	2003	1GBDX23E33D265786	E-1150994
320	CHEVROLET	VENTURE	2003	1GBDX23E03D263848	E-1150933
321	CHEVROLET	VENTURE	2003	1GBDX23E83D264830	E-1150930
2401	FORD/GOSHEN	GCII	2003	1FDXE45S43HB85219	E-1172516
2402	FORD/GOSHEN	GCII	2003	1FDXE45S23HB85221	E-1172519
2403	FORD/GOSHEN	GCII	2003	1FDXE45S63HB85240	E-1172515
2404	FORD/GOSHEN	GCII	2003	1FDXE45S33HB85230	E-1172518
2603	FORD/AEROTECH	Aerotech	2006	1FDXE45S16DA05819	E-1231296
2604	FORD/BRAUN	TRANSPORTER	2006	1FTSS34L66DA91642	E-1258197
2701	FORD/BRAUN	TRANSPORTER	2007	1FTSS34L67DB28979	E-1258201
2800	CHEVROLET	Aero Elite	2008	1GBE5V1G88F407013	E-1258625

# **ATTACHMENT B**

**CHP Vehicle Inspection Forms  
There is no 'C' inspection currently on ParaCruz vehicles**



PARACRUZ FLEET MAINTENANCE

“A” BASIC SAFETY INSPECTION  
30 DAYS

VEHICLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
W.O. #: \_\_\_\_\_  
MILEAGE: \_\_\_\_\_

FOR EACH ITEM INDICATE APPROPRIATE CODE

- “√” - IF OK
- “X” - IF ADJUSTED
- “O” - IF REPAIRS ARE NECESSARY
- “N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers’ horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage

INSPECTED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

# A

## UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
                    Front (min. 4/32"); Rear (min. 4/32"); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing, and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure

### ENGINE COMPARTMENT CHECK:

- A29: \_\_\_\_\_ Check exhaust system for leaks, top off all fluids.

### EXTERIOR VEHICLE INSPECTION INSPECT:

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting

### PASSENGER LIFT/RAMP INSPECTION:

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape

### RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER

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VEHICLE #:	_____	COMMENTS SECTION	DATE:	_____
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**B**

PARACRUZ FLEET MAINTENANCE

**“B” OIL CHANGE SERVICE/SAFETY INSPECTION  
4,000 MILES**

(This inspection includes A Inspection)

**VEHICLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**W.O. #:** \_\_\_\_\_

**MILEAGE:** \_\_\_\_\_

**FOR EACH ITEM INDICATE APPROPRIATE CODE**

“✓” - IF OK

“X” - IF ADJUSTED

“O” - IF REPAIRS ARE NECESSARY

“N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers’ horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**INSPECTED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**Lead Mechanic**

**DRIVE ABILITY CHECK:****B**

- B1: \_\_\_\_\_ Power during take-off
- B2: \_\_\_\_\_ Steering play
- B3: \_\_\_\_\_ Front end vibration/shimmy
- B4: \_\_\_\_\_ Brake pull
- B5: \_\_\_\_\_ Braking noise
- B6: \_\_\_\_\_ Stopping ability
- B7: \_\_\_\_\_ Transmission shifting (smooth/positive)

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage
- B8: \_\_\_\_\_ Driver seat and seat belt adjustment; lubricate seat mechanism with “dry type” lube
- B9: \_\_\_\_\_ Seats and frames, wear or damage, passenger seat belts
- B10: \_\_\_\_\_ Floor covering and step treads
- B11: \_\_\_\_\_ Lubricate doors/hinges and mechanisms

**UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS**

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32”); Rear (min. 4/32”); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing , and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure
- B12: \_\_\_\_\_ Inspect steering gear box(es), mounting and seals
- B13: \_\_\_\_\_ Inspect and lubricate steering components as applicable.
- B14: \_\_\_\_\_ Check stabilizer bushings and mounting
- B15: \_\_\_\_\_ Check leveling valves
- B16: \_\_\_\_\_ Check axle U-bolts (visual check for looseness)
- B17: \_\_\_\_\_ Inspect vehicle for damage and cracks
- B18: \_\_\_\_\_ Check Telma Retarder
- B19: \_\_\_\_\_ Check for transmission and differential leaks and fluid levels
- B20: \_\_\_\_\_ Check transmission shift mechanism and ground wire
- B21: \_\_\_\_\_ Check neutral safety switch and backup switch operation

**ENGINE COMPARTMENT CHECK:**

**B**

- A29: \_\_\_\_\_ Check exhaust system for leaks, top off all fluids.
- B22: \_\_\_\_\_ Inspect for air, oil, coolant and fuel leaks and missing parts

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**B23: \_\_\_\_\_ CHANGE ENGINE OIL and FILTER Date: \_\_\_\_\_ Miles: \_\_\_\_\_**

- B24: \_\_\_\_\_ Inspect fan blades, hub, dampner, shroud
- B25: \_\_\_\_\_ Inspect cooling system, hoses, recovery tank, water pump
- B26: \_\_\_\_\_ Inspect air filter, intake hoses and connections
- B27: \_\_\_\_\_ Inspect fuel lines and connections
- B28: \_\_\_\_\_ Inspect engine and transmission mounts
- B29: \_\_\_\_\_ Inspect ground strap for wear and securement
- B30: \_\_\_\_\_ Inspect wiring harness for breaks and frays in hi-temp areas
- B31: \_\_\_\_\_ Load test and clean battery connections

**EXTERIOR VEHICLE INSPECTION INSPECT:**

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting
- B32: \_\_\_\_\_ Bumpers
- B33: \_\_\_\_\_ Decals, signs, number
- B34: \_\_\_\_\_ Body damage
- B35: \_\_\_\_\_ Bike rack mounting and operation of pivot & retainers

**PASSENGER LIFT/RAMP INSPECTION:**

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape
- B36: \_\_\_\_\_ Road test vehicle as required

**RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER**

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**VEHICLE #:** \_\_\_\_\_ **COMMENTS SECTION** **DATE:** \_\_\_\_\_



**D**

PARACRUZ FLEET MAINTENANCE

**“D” 24,000 MILE SERVICE/SAFETY INSPECTION**

(This inspection includes A & B Inspections)

**VEHICLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**W.O. #:** \_\_\_\_\_

**MILEAGE:** \_\_\_\_\_

**FOR EACH ITEM INDICATE APPROPRIATE CODE**

“√” - IF OK

“X” - IF ADJUSTED

“O” - IF REPAIRS ARE NECESSARY

“N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers' horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**INSPECTED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**Lead Mechanic**

**DRIVE ABILITY CHECK:**

- B1: \_\_\_\_\_ Power during take-off
- B2: \_\_\_\_\_ Steering play
- B3: \_\_\_\_\_ Front end vibration/shimmy
- B4: \_\_\_\_\_ Brake pull
- B5: \_\_\_\_\_ Braking noise
- B6: \_\_\_\_\_ Stopping ability
- B7: \_\_\_\_\_ Transmission shifting (smooth/positive)

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage
- B8: \_\_\_\_\_ Driver seat and seat belt adjustment; lubricate seat mechanism with “dry type” lube
- B9: \_\_\_\_\_ Seats and frames, wear or damage, passenger seat belts
- B10: \_\_\_\_\_ Floor covering and step treads
- B11: \_\_\_\_\_ Lubricate doors/hinges and mechanisms

**UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS**

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32”); Rear (min. 4/32”); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing , and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure
- B12: \_\_\_\_\_ Inspect steering gear box(es), mounting and seals
- B13: \_\_\_\_\_ Inspect and lubricate steering components as applicable.
- B14: \_\_\_\_\_ Check stabilizer bushings and mounting
- B15: \_\_\_\_\_ Check leveling valves
- B16: \_\_\_\_\_ Check axle U-bolts (visual check for looseness)
- B17: \_\_\_\_\_ Inspect vehicle for damage and cracks
- B18: \_\_\_\_\_ Check Telma Retarder
- B19: \_\_\_\_\_ Check for transmission and differential leaks and fluid levels
- B20: \_\_\_\_\_ Check transmission shift mechanism and ground wire
- B21: \_\_\_\_\_ Check neutral safety switch and backup switch operation

**ENGINE COMPARTMENT CHECK:**

**D**

- A29: \_\_\_\_\_ Check exhaust system for leaks
- B22: \_\_\_\_\_ Inspect for air, oil, coolant and fuel leaks and missing parts
- B23: \_\_\_\_\_ CHANGE ENGINE OIL and FILTER Date: \_\_\_\_\_ Miles: \_\_\_\_\_.**
- B24: \_\_\_\_\_ Inspect fan blades, hub, dampner, shroud, and all belts
- B25: \_\_\_\_\_ Inspect cooling system, hoses, recovery tank, water pump
- B26: \_\_\_\_\_ Inspect air filter, intake hoses and connections
- D1: \_\_\_\_\_ REPLACE AIR FILTER
- B27: \_\_\_\_\_ Inspect fuel lines and connections
- B28: \_\_\_\_\_ Inspect engine and transmission mounts
- B29: \_\_\_\_\_ Inspect ground strap for wear and securement
- B30: \_\_\_\_\_ Inspect wiring harness for breaks and frays in hi-temp areas
- B31: \_\_\_\_\_ Load test and clean battery connections

**EXTERIOR VEHICLE INSPECTION INSPECT:**

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting
- B32: \_\_\_\_\_ Bumpers
- B33: \_\_\_\_\_ Decals, signs, number
- B34: \_\_\_\_\_ Body damage
- B35: \_\_\_\_\_ Bike rack mounting and operation of pivot & retainers

**PASSENGER LIFT/RAMP INSPECTION:**

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape
- B36: \_\_\_\_\_ Road test vehicle as required

**RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER**

---

**VEHICLE #:** \_\_\_\_\_ **COMMENTS SECTION** **DATE:** \_\_\_\_\_



**E**

PARACRUZ FLEET MAINTENANCE

**“E” 48,000 MILE SERVICE/SAFETY INSPECTION**

(This inspection includes A & B & D Inspections)

**VEHICLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**W.O. #:** \_\_\_\_\_

**MILEAGE:** \_\_\_\_\_

**FOR EACH ITEM INDICATE APPROPRIATE CODE**

“√” - IF OK

“X” - IF ADJUSTED

“O” - IF REPAIRS ARE NECESSARY

“N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers' horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**INSPECTED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**Lead Mechanic**

**DRIVE ABILITY CHECK:**

**E**

- B1: \_\_\_\_\_ Power during take-off
- B2: \_\_\_\_\_ Steering play
- B3: \_\_\_\_\_ Front end vibration/shimmy
- B4: \_\_\_\_\_ Brake pull
- B5: \_\_\_\_\_ Braking noise
- B6: \_\_\_\_\_ Stopping ability
- B7: \_\_\_\_\_ Transmission shifting (smooth/positive)

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage
- B8: \_\_\_\_\_ Driver seat and seat belt adjustment; lubricate seat mechanism with “dry type” lube
- B9: \_\_\_\_\_ Seats and frames, wear or damage, passenger seat belts
- B10: \_\_\_\_\_ Floor covering and step treads
- B11: \_\_\_\_\_ Lubricate doors/hinges and mechanisms

**UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS**

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32”); Rear (min. 4/32”); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing , and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure
- B12: \_\_\_\_\_ Inspect steering gear box(es), mounting and seals
- B13: \_\_\_\_\_ Inspect and lubricate steering components as applicable.
- B14: \_\_\_\_\_ Check stabilizer bushings and mounting
- B15: \_\_\_\_\_ Check leveling valves
- B16: \_\_\_\_\_ Check axle U-bolts (visual check for looseness)
- B17: \_\_\_\_\_ Inspect vehicle for damage and cracks
- B18: \_\_\_\_\_ Check Telma Retarder
- B19: \_\_\_\_\_ Check for transmission and differential leaks and fluid levels
- B20: \_\_\_\_\_ Check transmission shift mechanism and ground wire
- B21: \_\_\_\_\_ Check neutral safety switch and backup switch operation

**ENGINE COMPARTMENT CHECK:**

**E**

- A29: \_\_\_\_\_ Check exhaust system for leaks
- B22: \_\_\_\_\_ Inspect for air, oil, coolant and fuel leaks and missing parts
- B23: \_\_\_\_\_ CHANGE ENGINE OIL and FILTER Date: \_\_\_\_\_ Miles: \_\_\_\_\_**
- B24: \_\_\_\_\_ Inspect fan blades, hub, dampner, shroud, and all belts
- B25: \_\_\_\_\_ Inspect cooling system, hoses, recovery tank, water pump
- B26: \_\_\_\_\_ Inspect air filter, intake hoses and connections
- D1: \_\_\_\_\_ REPLACE AIR FILTER
- B27: \_\_\_\_\_ Inspect fuel lines and connections
- B28: \_\_\_\_\_ Inspect engine and transmission mounts
- E1: \_\_\_\_\_ CHANGE TRANSMISSION FLUID AND FILTER**
- B29: \_\_\_\_\_ Inspect ground strap for wear and securement
- B30: \_\_\_\_\_ Inspect wiring harness for breaks and frays in hi-temp areas
- B31: \_\_\_\_\_ Load test and clean battery connections
- E2: \_\_\_\_\_ Service Air Conditioning System

**EXTERIOR VEHICLE INSPECTION INSPECT:**

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting
- B32: \_\_\_\_\_ Bumpers
- B33: \_\_\_\_\_ Decals, signs, number
- B34: \_\_\_\_\_ Body damage
- B35: \_\_\_\_\_ Bike rack mounting and operation of pivot & retainers

**PASSENGER LIFT/RAMP INSPECTION:**

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape
- B36: \_\_\_\_\_ Road test vehicle as required

**RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER**

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**VEHICLE #:** \_\_\_\_\_ **COMMENTS SECTION** **DATE:** \_\_\_\_\_

# ATTACHMENT C

## PROPOSAL COST SHEETS

### FLAT-RATE BID SHEET FOR SERVICES

#### Chevrolet Venture Minivans

Oil Change	\$ _____
Inspection A	\$ _____
Inspection B	\$ _____
Inspection D	\$ _____
Inspection E	\$ _____
Transmission Service	\$ _____
Front Brake Replacement/Service	\$ _____
Rear Brake Replacement/Service	\$ _____
Manufactures Scheduled Service 15K	\$ _____
30K	\$ _____
45K	\$ _____
60K	\$ _____
75K	\$ _____
90K	\$ _____
New Tire Install	\$ _____
Flat Tire Repair	\$ _____
Flat Hourly Shop Rate	\$ _____
A/C Recharge	\$ _____

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

**FLAT-RATE BID SHEET FOR SERVICES**

**Ford E450 Goshen/Aerotech**

<b>Oil Change</b>	\$ _____
<b>Inspection A</b>	\$ _____
<b>Inspection B</b>	\$ _____
<b>Inspection D</b>	\$ _____
<b>Inspection E</b>	\$ _____
<b>Transmission Service</b>	\$ _____
<b>Front Brake Replacement/Service</b>	\$ _____
<b>Rear Brake Replacement/Service</b>	\$ _____
<b>Manufactures Scheduled Service 15K</b>	\$ _____
<b>30K</b>	\$ _____
<b>45K</b>	\$ _____
<b>60K</b>	\$ _____
<b>75K</b>	\$ _____
<b>90K</b>	\$ _____
<b>New Tire Install</b>	\$ _____
<b>Flat Tire Repair</b>	\$ _____
<b>Flat Hourly Shop Rate</b>	\$ _____
<b>A/C Recharge</b>	\$ _____

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

**FLAT-RATE BID SHEET FOR SERVICES**

**Ford E350 Transporters**

<b>Oil Change</b>	\$ _____
<b>Inspection A</b>	\$ _____
<b>Inspection B</b>	\$ _____
<b>Inspection D</b>	\$ _____
<b>Inspection E</b>	\$ _____
<b>Transmission Service</b>	\$ _____
<b>Front Brake Replacement/Service</b>	\$ _____
<b>Rear Brake Replacement/Service</b>	\$ _____
<b>Manufactures Scheduled Service 15K</b>	\$ _____
<b>30K</b>	\$ _____
<b>45K</b>	\$ _____
<b>60K</b>	\$ _____
<b>75K</b>	\$ _____
<b>90K</b>	\$ _____
<b>New Tire Install</b>	\$ _____
<b>Flat Tire Repair</b>	\$ _____
<b>Flat Hourly Shop Rate</b>	\$ _____
<b>A/C Recharge</b>	\$ _____

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

**FLAT-RATE BID SHEET FOR SERVICES**

**GMC 5500 Duramax - AeroElite**

<b>Oil Change</b>	\$ _____
<b>Inspection A</b>	\$ _____
<b>Inspection B</b>	\$ _____
<b>Inspection D</b>	\$ _____
<b>Inspection E</b>	\$ _____
<b>Transmission Service</b>	\$ _____
<b>Front Brake Replacement/Service</b>	\$ _____
<b>Rear Brake Replacement/Service</b>	\$ _____
<b>Manufactures Scheduled Service 15K</b>	\$ _____
<b>30K</b>	\$ _____
<b>45K</b>	\$ _____
<b>60K</b>	\$ _____
<b>75K</b>	\$ _____
<b>90K</b>	\$ _____
<b>New Tire Install</b>	\$ _____
<b>Flat Tire Repair</b>	\$ _____
<b>Flat Hourly Shop Rate</b>	\$ _____
<b>A/C Recharge</b>	\$ _____

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

# ATTACHMENT D

## 1. MANAGEMENT INFORMATION

Proposers and their sub-contractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

### A. SHOP PROFILE AND RESPONSIBILITY

Shop Name: \_\_\_\_\_

Name of Shop Owner(s): \_\_\_\_\_

Shop Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Number of Years in Business at This Location: \_\_\_\_\_

B. PROXIMITY TO METRO PARACRUZ FACILITY LOCATED AT 2880 RESEARCH PARK DRIVE, SOQUEL, CA: \_\_\_\_\_ MILES.

C. NAME OF SHOP MANAGER(S): \_\_\_\_\_

State the duties and qualifications of shop manager(s):

\_\_\_\_\_

### D. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

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

Title/Duties: \_\_\_\_\_

Qualifications: \_\_\_\_\_

Years with Contractor: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### E. EMERGENCY CONTACT

(365 days/year; 24 hours): \_\_\_\_\_

### F. OPERATING HOURS

The Contractor shall be currently operating out of a commercial facility, which is open and accessible to METRO personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.

Monday	_____	a.m. to _____	p.m.
Tuesday	_____	a.m. to _____	p.m.
Wednesday	_____	a.m. to _____	p.m.
Thursday	_____	a.m. to _____	p.m.
Friday	_____	a.m. to _____	p.m.

Saturday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.  
Sunday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**2. REFERENCES**

A. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary.

B. Please provide three (3) commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

C. Approximately what percent of your shop work is currently derived from fleet business? \_\_\_\_\_%

D. Has your shop ever been a subject of Better Business Bureau action? Yes [ ] No [ ]  
If yes, please describe:

E. Are you currently or have you ever previously contracted with a municipality /government agency to provide vehicle maintenance service? Yes  No  If yes, please describe:

F. Are you currently or have you ever previously provided repair services to other government entities? Yes  No

If yes, please list the entity names, contract person and phone number:

G. METRO reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to award to determine, among other things:

- The customer service responsiveness
- The shop organization and operation efficiency
- The response time

### **3. SUPPLEMENTAL QUESTIONNAIRE**

A. METRO drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?

B. METRO expects 24 hours turn around time for preventative and for routine repair services. Can you meet this standard and provide quality repair work? Yes  No

C. Please specify whether OEM or after-market parts will be used for repairs? If aftermarket parts will be used, please explain under what circumstance(s). Please be aware METRO requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.

D. Describe the availability of secured parking for vehicles delivered for repairs.

### **4. FACILITY DESCRIPTION**

A. Do you have a certified emissions specialist on staff? Yes  No

B. Do you have an electrical systems specialist on staff? Yes  No

C. Can you perform emergency roadside service? Yes  No

D. METRO requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.

## **5. SUB-CONTRACTOR LIST**

Indicate what work is proposed to be performed by sub-contractor(s). Provide the name, phone number and location of all sub-contractor(s).

## **6. COST AND CONDITIONS**

A. Prices for the services listed in Attachment C must include all labor and materials needed to complete the services specified.

B. Prices proposed in this section are firm fixed prices for the initial period of the contract.

C. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.

D. Service reminder sticker is required with each service.

E. Unless otherwise specified and/or agreed to, a standard 12 month or 12,000 mile warranty will be required on all labor and materials.



**ADDENDUM NO. 1**

**Santa Cruz Metropolitan Transit District Request for Proposals (RFP)  
No. 10-12 For Vehicle Maintenance Services for METRO's  
ParaCruz Department**

**RFP DUE DATE: December 1, 2009 @ 5:00 PM, PST**

**Date of Addendum Issue: November 19, 2009**

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO) is providing the following clarifications, modifications, additions and / or deletions to the Request for Proposals(RFP) No. 10-12 for Vehicle Maintenance Services for METRO's ParaCruz Department. This Addendum shall become a part of the original RFP as issued by METRO.

**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 Invitation for Bid.

All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address [llongnecker@scmttd.com](mailto:llongnecker@scmttd.com).

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. **ADDENDUM CONTENT:** Addendum No. 1: A total of 2 (2) pages
2. **CHANGES TO PREVIOUS ADDENDA:** (NONE)
3. **BIDDERS REQUESTS FOR CLARIFICATIONS:**

3.1 *QUESTION: What are the engine specifications for this fleet?*

**ANSWER:** Chevrolet Venture: 3.4 Liter V-6, Gasoline  
Ford/Braun Transporter: 5.4 Liter V-8, Gasoline  
Ford/Goshen: 6.8 Liter V-10, Gasoline  
Chevrolet Aero Elite: 8.1 Liter V-8, Gasoline  
Ford/Aerotech: 6.8 Liter V-10, Gasoline

3.2 *QUESTION: Please identify the rear brake requirements for vehicle #2800 the Chevrolet Aero Elite.*

**ANSWER:** The brake system for this vehicle is hydraulic. The vehicle has disc brakes on all wheels.

4. **CHANGES TO RFP TERMS AND CONDITIONS:**

- 4.1 Part III Specifications, Item 3.4 Tire Services, Delete this requirement as follows:

~~3.4 Tire Services~~

**RFP No. 10-12, Addendum No. 1 – Issue: November 19, 2009**

- 3.4.1 ~~Flat Repair: Repair flat tires; re-mount and balance. This flat fee rate is to be shown on the proposal cost sheets.~~
- 3.4.2 ~~New Tires: Mount tires supplied by METRO. This flat fee rate is to be shown on the proposal cost sheets. METRO routinely purchases new tires from a supplier who adheres to pricing standards for government entities.~~

Delete this item in its entirety as METRO will perform all tire repairs and replacements.

**END OF ADDENDUM NO. 1**

Lloyd Longnecker  
Purchasing Agent

# EXHIBIT - B

## PART II GENERAL INFORMATION FORM VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT RFP No. 10-12

(To be completed by the offeror and placed at the front of your proposal)

\_\_\_\_\_**Doc Auto LLC**\_\_\_\_\_ 1 December 2009\_\_\_\_\_  
Legal Name of Firm Date  
\_\_\_\_\_**908 Ocean St., Santa Cruz, CA, 95060**\_\_\_\_\_  
Firm's Address  
\_\_\_\_\_**(831)600-7732**\_\_\_\_\_ (831)425-3523\_\_\_\_\_  
Telephone Number FAX Number  
\_\_\_\_\_**Corporation**\_\_\_\_\_ 26-3287455\_\_\_\_\_  
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 METRO 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 METRO 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 METRO the required insurance certificates within ten (10) calendar days of the Notice of Award

  
\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_**Kenneth M. Potts, Managing Member**\_\_\_\_\_  
Name of Principal-in-Charge and Title

\_\_\_\_\_**Tim Williams, Fleet Service Manager**\_\_\_\_\_  
Name of Project Manager and Title

\_\_\_\_\_**Tim Williams, [twilliams@docauto.biz](mailto:twilliams@docauto.biz), (831)600-7732, (831)325-1941**\_\_\_\_\_  
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

\_\_\_\_\_**908 Ocean St., Santa Cruz, CA, 95060**\_\_\_\_\_  
Addresses Where Correspondence Should Be Sent

\_\_\_\_\_**All Light and Heavy Duty Maintenance and Repair**\_\_\_\_\_  
Areas of Responsibility of Prime Contractor

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) Doc Auto LLC certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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



\_\_\_\_\_  
Signature and Title of Authorized Official

# ATTACHMENT C

## PROPOSAL COST SHEETS

### FLAT-RATE BID SHEET FOR SERVICES

#### Chevrolet Venture Minivans, 3.4L V-6, Gas

	<u>Labor + Parts</u>
Oil Change	\$ _____ \$34.95 _____
Inspection A	\$ _____ \$35.00 _____
Inspection B	\$ _____ \$69.95 _____
Inspection D	\$ _____ \$69.95 _____
Inspection E	\$ _____ \$259.95 _____
Transmission Service	\$ _____ \$189.95 _____
Front Brake Replacement/Service	\$ _____ \$174.95 _____
Rear Brake Replacement/Service	\$ _____ \$174.95 _____
Manufactures Scheduled Service 15K	\$ _____ \$135.95 _____
30K	\$ _____ \$143.95 _____
45K	\$ _____ \$135.95 _____
60K	\$ _____ \$143.95 _____
75K	\$ _____ \$135.95 _____
90K	\$ _____ \$143.95 _____
New Tire Install	\$ _____ N/A _____
Flat Tire Repair	\$ _____ N/A _____
Flat Hourly Shop Rate	\$ _____ \$93.50 _____
A/C Recharge	\$ _____ \$99.95 _____

Company Name: \_\_\_\_\_ Doc Auto \_\_\_\_\_



**FLAT-RATE BID SHEET FOR SERVICES**

**Ford E350 Transporters, 5.4L V-8, Gas**

	<u>Labor + Parts</u>
Oil Change	\$ <u>      \$34.95      </u>
Inspection A	\$ <u>      \$65.00      </u>
Inspection B	\$ <u>      \$109.95      </u>
Inspection D	\$ <u>      \$109.95      </u>
Inspection E	\$ <u>      \$299.95      </u>
Transmission Service	\$ <u>      \$189.95      </u>
Front Brake Replacement/Service	\$ <u>      \$194.95      </u>
Rear Brake Replacement/Service	\$ <u>      \$194.95      </u>
Manufactures Scheduled Service 15K	\$ <u>      \$204.95      </u>
30K	\$ <u>      \$337.95      </u>
45K	\$ <u>      \$224.95      </u>
60K	\$ <u>      \$374.95      </u>
75K	\$ <u>      \$224.95      </u>
90K	\$ <u>      \$347.95      </u>
New Tire Install	\$ <u>      N/A      </u>
Flat Tire Repair	\$ <u>      N/A      </u>
Flat Hourly Shop Rate	\$ <u>      \$93.50      </u>
A/C Recharge	\$ <u>      \$99.95      </u>

Company Name:                   Doc Auto

**FLAT-RATE BID SHEET FOR SERVICES**

**GMC 5500 - AeroElite, Kodiak Chassis, 8.1L V-8, Gas**

	<u>Labor + Parts</u>
Oil Change	\$ <u>      \$84.95      </u>
Inspection A	\$ <u>      \$65.00      </u>
Inspection B	\$ <u>      \$109.95      </u>
Inspection D	\$ <u>      \$109.95      </u>
Inspection E	\$ <u>      \$299.95      </u>
Transmission Service	\$ <u>      \$189.95      </u>
Front Brake Replacement/Service	\$ <u>      \$194.95      </u>
Rear Brake Replacement/Service	\$ <u>      \$194.95      </u>
Manufactures Scheduled Service 15K	\$ <u>      \$169.95      </u>
30K	\$ <u>      \$149.95      </u>
45K	\$ <u>      \$149.95      </u>
60K	\$ <u>      \$149.95      </u>
75K	\$ <u>      \$149.95      </u>
90K	\$ <u>      \$149.95      </u>
New Tire Install	\$ <u>          N/A          </u>
Flat Tire Repair	\$ <u>          N/A          </u>
Flat Hourly Shop Rate	\$ <u>      \$93.50      </u>
A/C Recharge	\$ <u>      \$99.95      </u>

Company Name:           Doc Auto

# ATTACHMENT D

## 1. MANAGEMENT INFORMATION

Proposers and their sub-contractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract

### A SHOP PROFILE AND RESPONSIBILITY

Shop Name: Doc Auto LLC  
Name of Shop Owner(s): Kenneth M. Potts, Ronald F. Cormier  
Shop Address: 908 Ocean St. Santa Cruz, CA, 95060  
Phone Number: (831) 600-7732  
Fax Number: (831) 425-3523  
Number of Years in Business: 1.25  
Number of Years in Business at This Location: 1.25

B. PROXIMITY TO METRO PARACRUZ FACILITY LOCATED AT 2880 RESEARCH PARK DRIVE, SOQUEL, CA: 3.93 MILES

C NAME OF SHOP MANAGER(S): **Ken Potts, Scott Griffith, Tim Williams**

State the duties and qualifications of shop manager(s):

**Ken, Electrical Engineer, Former ASE Master Automotive Technician, Responsible for Overall Operations**

**Tim, 37year Transmission specialist, GM certified, Aamco Shop Management certified, Responsible for Fleet Service Operations**

**Scott, Chrysler and GM certified parts and service certified, Responsible for Customer Service, Sales, and Workflow**

### D ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: Tim Williams  
Title/Duties: Fleet Service Manager/Estimation, Scheduling, Quality Control  
Qualifications: Master Technician, Transmission Specialist, Shop Management  
Years with Contractor: .5  
Work Phone: (831) 600-7732 Cell Phone: (831) 425-1941

### E EMERGENCY CONTACT

(365 days/year; 24 hours): Ken Potts, (831) 252-2914

### F OPERATING HOURS

The Contractor shall be currently operating out of a commercial facility, which is open and accessible to METRO personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.

Monday	<u>8:00</u>	a m	to	<u>5:30</u>	p m
Tuesday	<u>8:00</u>	a m	to	<u>5:30</u>	p m
Wednesday	<u>8:00</u>	a m	to	<u>5:30</u>	p.m.
Thursday	<u>8:00</u>	a m	to	<u>5:30</u>	p.m.
Friday	<u>8:00</u>	a m	to	<u>5:30</u>	p m

Saturday            8:00 a.m. to 5:30 p.m.  
 Sunday            closed a.m. to closed p.m.

## 2. REFERENCES

A Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary.

See Attached

B. Please provide three (3) commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name California State Parks  
 Company Address 303 Big Trees Park Rd, Felton CA, 95018  
 Company Phone (831) 335-6389  
 Contact Person Felipe Jauregui  
 Fleet Size/Type 57 Vehicles/Light and Medium Duty  
 Years of Contract 3 months Frequency of Service Weekly

Company Name Geo. H. Wilson  
 Company Address 250 Harvey West Blvd., Santa Cruz, CA, 95060  
 Company Phone (831)423-9522 ext. 228  
 Contact Person Scott Caldwell  
 Fleet Size/Type 87 Vehicles/Light and Medium Duty  
 Years of Contract 5 months Frequency of Service Monthly

Company Name Beckmann's Bakery  
 Company Address 104 Bronson, Santa Cruz, 95062  
 Company Phone (831) 818-5115  
 Contact Person Tony Stumbaugh  
 Fleet Size/Type 5 Vehicles, Light Duty  
 Years of Contract 6 months Frequency of Service Monthly

C Approximately what percent of your shop work is currently derived from fleet business? 10 %

D. Has your shop ever been a subject of Better Business Bureau action? Yes [ ] No [X]  
 If yes, please describe:

## 2. REFERENCES

A. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary.

Doc Auto is a full service shop that has been in operation for 5 quarters. We have 12 service bays and have invested in the tools and equipment required to maintain and repair Domestic and Import vehicles. The operation has been designed and staffed to provide excellent customer service and the highest quality service and repair. The key to our ongoing success is in the quality and capabilities of our staff.

Technicians:

- 7 Technicians on staff
  - GM certified technicians
  - ASE certified technicians
  - Average experience is 15 years
  - Master certification is a requirement for long term employment at Doc Auto
- Shop Specialties include
  - Drivability Diagnostics
  - Electrical
  - Lift Gate and Leveling Systems
  - Gasoline and Diesel
  - Heavy Duty Repair
  - Engines and Transmissions
  - Suspension and Brakes
  - HVAC
  - Factory recommended maintenance
  - Preventative maintenance
  - Smog test and repair
- Customer service
  - Dealership trained customer service professionals
  - Computerized records with standardized customer pricing
  - Appropriate staffing levels to provide prompt service at the front counter
  - The customer is king
- Investment in People
  - Long term commitment to growing the capabilities of our staff
  - Ongoing training
  - College reimbursement
  - Participation in industry associations to maintain best practices and competitive compensation for our staff

E. Are you currently or have you ever previously contracted with a municipality /government agency to provide vehicle maintenance service? Yes  No  If yes, please describe:

**California State Parks, Santa Cruz District, All scheduled maintenance tasks plus Smog  
County of Santa Cruz, Smog**

F. Are you currently or have you ever previously provided repair services to other government entities?  
Yes  No

If yes, please list the entity names, contract person and phone number:

**California State Parks, Santa Cruz District, Felipe Jauregui , (831) 335-6389**

G METRO reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to award to determine, among other things:

- The customer service responsiveness
- The shop organization and operation efficiency
- The response time

### 3. SUPPLEMENTAL QUESTIONNAIRE

A. METRO drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?

**The optimum is to schedule the work in advance. We will prepare the work order prior to the vehicle being dropped off. Once the driver arrives with the car, the fleet service manager will ask for any additional concerns and process the vehicle for service. This will normally take no more than 5 minutes.**

**In the case of un-scheduled service, the driver will still speak with the fleet service manager and the appropriate work order will be created to cover the customer concerns. Again, this should be less than 5 minutes, although it could be a bit longer depending on the complexity of the issue being explained by the driver.**

B. METRO expects 24 hours turn around time for preventative and for routine repair services. Can you meet this standard and provide quality repair work? Yes  No

C. Please specify whether OEM or after-market parts will be used for repairs? If aftermarket parts will be used, please explain under what circumstance(s). Please be aware METRO requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services

D. Describe the availability of secured parking for vehicles delivered for repairs.

### 4. FACILITY DESCRIPTION

A. Do you have a certified emissions specialist on staff? Yes  No

B. Do you have an electrical systems specialist on staff? Yes  No

C. Can you perform emergency roadside service? Yes  No

D. METRO requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.

**We will schedule with the appropriate dealer for any required warranty work. For a fee of \$25, We will provide drop-off and pick-up of the vehicle for warranty work when required.**

**Chevrolet and GMC: Watsonville Chevrolet, Watsonville CA, (831) 722-4122**

**Ford: North Bay Ford, Santa Cruz, CA, (888) 829-0754**

**Dodge: Santa Cruz Nissan Dodge, Santa Cruz, CA, (831) 426-5100**

#### **5. SUB-CONTRACTOR LIST**

Indicate what work is proposed to be performed by sub-contractor(s). Provide the name, phone number and location of all sub-contractor(s)

#### **6. COST AND CONDITIONS**

A Prices for the services listed in Attachment C must include all labor and materials needed to complete the services specified.

B. Prices proposed in this section are firm fixed prices for the initial period of the contract.

C. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.

D. Service reminder sticker is required with each service.

E Unless otherwise specified and/or agreed to, a standard 12 month or 12,000 mile warranty will be required on all labor and materials

**PROFESSIONAL SERVICES CONTRACT  
FOR VEHICLE MAINTENANCE SERVICES FOR  
METRO'S PARACRUZ DEPARTMENT (10-12)**

THIS CONTRACT is made effective on January 1, 2010 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and SPECIALIZED AUTO AND FLEET SERVICES, INC. ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

METRO 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 METRO's Need for Vehicle Maintenance Services for METRO's ParaCruz Department

METRO has the need for Vehicle Maintenance Services for METRO's ParaCruz Department. In order to obtain these services, METRO issued a Request for Proposals, dated November 2, 2009, 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 Vehicle Maintenance Services for METRO's ParaCruz Department and whose principal place of business is 2114 Freedom Blvd, Watsonville, CA. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Vehicle Maintenance Services for METRO's ParaCruz Department, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On December 18, 2009, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Vehicle Maintenance Services for METRO's ParaCruz Department described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 2, 2009 including Addendum No. dated November 19, 2009.

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

Contractor's Proposal to METRO for Vehicle Maintenance Services for METRO's ParaCruz Department, signed by Contractor and dated December 1, 2009.

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 METRO for this project in accordance with the Request for Proposals issued November 2, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 2, 2009.

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 one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$40,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by METRO 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 METRO (or any grantor of METRO, 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 METRO 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.

METRO

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

CONTRACTOR

Specialized Auto and Fleet Services, Inc.  
2114 Freedom Blvd.  
Watsonville CA 95076  
Attention: Robert G. Emmert

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 \_\_\_\_\_

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR – SPECIALIZED AUTO AND FLEET SERVICES, INC.

By \_\_\_\_\_  
Robert G. Emmert  
Secretary

Approved as to Form:

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

EXHIBIT - A

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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**Request for Proposals (RFP)**

**For Vehicle Maintenance Services for  
METRO's ParaCruz Department**

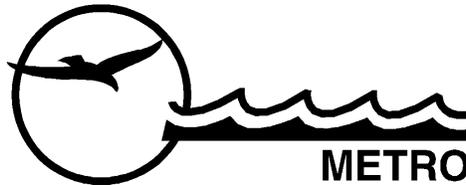
**METRO RFP No. 10-12**

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**Date Issued: November 2, 2009**

**Proposal Deadline: 5:00 P.M., December 1, 2009**

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**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	List of ParaCruz Vehicles
Attachment B	CHP Inspection Forms for Inspections A, B, D, and E
Attachment C	Proposal Cost Sheets
Attachment D	Proposal Response Questionnaire

## **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:** METRO 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 METRO:** Proposals (1 original and 4 copies) must be delivered to METRO Purchasing Office, 370 Encinal Street, Suite 100, 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 METRO. 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 METRO and the advantage to METRO 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 METRO, 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 METRO:** 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 METRO

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 METRO in the RFP.

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 METRO 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 METRO; (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 METRO a third-party beneficiary thereunder; (b) grant to METRO the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to METRO 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 METRO. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **METRO'S PREROGATIVE:** METRO 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 METRO to negotiate a contract, nor does it obligate METRO to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

METRO 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 METRO Administrative Office no later than ten (10) calendar days after the date of notification of award by METRO. 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, METRO may award the contract to another offeror; in such event, METRO shall have no liability and said party shall have no remedy of any kind against METRO.
17. **DISADVANTAGED BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit METRO has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of METRO 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.

19. PUBLIC RECORDS ACT:

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as “Trade Secret”, “Confidential” or “Proprietary”. METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to METRO marked “Trade Secret”, “Confidential”, or “Proprietary”. However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information.
- C. Under no circumstances, will METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold METRO harmless from all costs and expenses, including attorney’s fees, in connection with such actions.

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





**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**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 \_\_\_\_\_ CONTRACTOR'S ADDRESS \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ % \_\_\_\_\_  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_ PROPOSAL AMOUNT \$ \_\_\_\_\_  
 AGENCY \_\_\_\_\_ PROPOSAL OPENING DATE \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_ DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

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

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
DATE

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

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

\* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.

\*\* DBE's must be certified on the date proposals are opened.

\*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

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

# CONTRACTOR DBE INFORMATION

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

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## **PART III**

### **SPECIFICATIONS FOR VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT**

#### **1. INTRODUCTION**

The Santa Cruz Metropolitan Transit District (METRO) is requesting proposals from qualified firms experienced in automotive repair, to assist METRO's ParaCruz Department in its METRO-owned vehicle maintenance and repair services, including all labor, parts and materials, necessary for the various classifications, types and makes/models of METRO vehicles. METRO may award a contract to one or more qualified companies. If your company desires to submit a proposal on a specific area of expertise, please indicate this in your proposal accordingly. If you do not wish to perform services on a specific item or service area, please indicate this in your proposal accordingly. All proposal response pages are to be submitted with your proposal, regardless if you are offering the service or not. The proposal response pages are designed so you can fill in the dollar amount in each box and/or line item.

The term of this of any contract resulting from this RFP will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by METRO. At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

Your proposal must include a copy of your business license and any applicable licenses or registrations required by the State of California Bureau of Automotive Repair.

#### **2. SCOPE OF SERVICES**

The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on METRO ParaCruz-owned vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, and engine. METRO's preference is to have a primary Contractor that has the ability to perform all required services. Work may be sub-contracted or METRO may select more than one Contractor. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request For Proposal (RFP) is divided into service items and sub-items to allow the award of more than one contract, if it is deemed to be in METRO's best interest. METRO reserves the right to award all items and sub-items to one or more vendors, multiple items with sub-items to one vendor or in any manner deemed to be most advantageous to METRO.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in item 3 below and defined in item 4 below for METRO ParaCruz vehicles listed (see Attachment A). Any exception, including sub-contracting, must be noted in the proposal response.

**2.1 Preventative Routine Maintenance.** METRO's ParaCruz vehicles are routinely driven in long distance trips; frequent start/stop; and long idle periods. Items 3 and 4 below outline routine maintenance requirements due to the use conditions. The average annual usage is normally around 36,000 miles for general purposes vehicles

**2.2 Repairs and Maintenance.** Provide service/repairs to all common mechanical and electrical systems as needed.

**2.3 Transport of Vehicles for Service.** Contractor is not responsible for transport (pick up and delivery) of METRO ParaCruz vehicles for all preventative and scheduled services. If contractor wishes they may provide courtesy transportation of vehicle or drivers and shall note on the submitted proposal. For vehicles not drivable, METRO will arrange towing.

**2.4 Conditions on Required Services.** 24-Hour turn-around on common repairs (including brakes, etc.) and routine maintenance without prior scheduling is required. When a prior appointment has been made for routine maintenance, the turn-around time should be eight (8) hours or end of business day, whichever is sooner. Contractor to provide adequate inventory on special parts related to METRO's ParaCruz vehicle fleet to ensure minimum turn-around on non-common repairs.

**2.5 Repair Order Content and Procedure.** The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by METRO staff upon pick-up/drop-off. A confirming copy with final cost shall be delivered to METRO upon completion, and a billing copy shall be sent to METRO with the invoice.
- Actual work/cost above written estimate requires METRO approval prior to work start.
- Authorization of work by METRO or its designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed.
  - Vehicle and/or license #, make/model.
  - Vehicle mileage at time of service/repair.
  - Date in / date out / time completed.
  - Detail type of service, hours, material's used, and cost associated with each.
  - Sub-contracted repair orders containing same information shall be attached to Contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 12 month or 12,000 miles whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by METRO.
- Warranty and sub-contracted repair orders need to be provided by the Contractor.
- Contractor is prime contractor; however, sub-contractors may be used by Contractor. Contractor assumes responsibility for work of sub-contractors. The charges for such services to METRO shall be the amount of the sub-contractor's invoice for services performed, or the contract price, whichever is less.

**2.6 Hours of Operation.** METRO ParaCruz operates 362 days a year from 5:30 am to 10:30 pm and desires the most comprehensive hour coverage possible. Please identify your firm's normal business hours and emergency business hours if available.

### **3. DESCRIPTION OF SERVICES**

**3.1 California Highway Patrol Safety Inspections.** Provide monthly safety inspections as required by CHP. These inspections are to be completed on a mileage and/or 30 day minimum period. Contractor will be provided METRO Fleet inspection forms to be completed at the designated intervals. (Reference Attachment B - Inspections A, B, D, and E)

**3.2 Routine Maintenance.** Lubrication of all fittings; oil change with manufacturer recommended oil type and amount; oil filter change with manufacturer recommended filter; air filter change with manufacturer recommended filter; checking and refilling of all fluids - power steering, brake, cooling, windshield washer, transmission, differentials; rotate tires; and provide a written report on overall condition of vehicle to include mileage, service completed, condition of tires, belts, glass, body, all lights, and any deficiencies noted during inspection. All are automatic transmissions unless noted otherwise. Routine maintenance pricing applies to the vehicles listed within Attachment A.

**3.3 Annual Maintenance.** Brake pad and shoe inspection; transmission oil change (automatic transmissions only); transmission oil filter change (automatic transmissions only); checking and refilling of all fluids -power steering, brake, cooling, windshield washer, transmission, differentials; rotate tires; and provide a written report on overall condition of vehicle to include mileage, service completed, condition of tires, belts, glass, body, all lights, and any

deficiencies noted during inspection. All METRO ParaCruz vehicles have automatic transmissions unless noted otherwise. Annual maintenance proposal pricing applies to the vehicles listed within Attachment A.

### **3.4 Tire Services.**

- 3.4.1 **Flat Repair:** Repair flat tires; re-mount and balance. This flat-fee rate is to be shown on the proposal cost sheets.
- 3.4.2 **New Tires:** Mount tires supplied by METRO. This flat-fee rate is to be shown on the proposal cost sheets. METRO routinely purchases new tires from a supplier who adheres to pricing standards for government entities.

## **4. OPERATING PROCEDURES FOR ROUTINE MAINTENANCE SERVICES**

This section sets forth the operating policy and procedures for servicing METRO vehicles and equipment. It discusses maintenance scheduling procedures, loaner procedures and invoicing requirements. Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures and initiate the service transaction within 15 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

### **4.1 To assist the Contractor with the maintenance program, METRO will provide:**

- Listing of covered vehicles (Attachment A) by Vehicle number, updated as necessary.
- Repair orders and billing invoices must refer to the vehicles by their Vehicle number and include the license plate number.
- METRO preventative routine maintenance schedule (Item 3 above).
- Designated staff contact person at METRO ParaCruz.

### **4.2 Scheduling of Maintenance and Service Procedures.**

- 4.2.1 METRO may designate a specific Service Representative (SR), however, at this time the SR will be the person arranging the service of the vehicle. Although the garage will have contact with other METRO operations staff, the SR will be the primary contact for METRO.
- 4.2.2 The contracted garage shall identify a single individual by name to serve as the responsible contact for communication with the SR regarding vehicle scheduling and vehicle status update(s).
- 4.2.3 The SR will contact the designated garage representative between 7:30 a.m. and 5:00 p.m. weekdays to determine the status of vehicles and/or equipment being serviced. The garage contact should provide accurate and timely information to the SR on vehicle status including but not limited to:
  - a. What vehicle/equipment is ready by vehicle number
  - b. What vehicle/equipment is being serviced/require repair
  - c. Estimated completion of vehicles/equipment under repair
  - d. Description of repairs and costs when outside of this RFP
- 4.2.4 For other services, the vehicle driver will deliver the vehicle to Contractor's facility, and provide a description of problem of the vehicle.
- 4.2.5 After the service is completed:
  - a. Complete Vehicle Service Order ready for SR or designee to sign.
  - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
  - c. Contact SR to provide time that vehicle is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
  - d. SR or designee will check work performed, sign off on the Service Order, and accept the keys from Contractor representative.
- 4.2.6 When repairs cannot be accomplished at the Contractor's facility or a sub-contractor facility identified in the proposal, Contractor must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification to the SR.

- 4.2.7 METRO asks that the Contractor report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
- 4.2.8 The Contractor will be responsible for loss and damage to all METRO vehicles under its custody and/or control.

**5. PROPOSAL SUBMITTAL**

Original proposal and four copies must be received no later than 5:00 p.m. on December 1, 2009, at the METRO’s Purchasing Office, Located at 370 Encinal Street, Suite 100, Santa Cruz, CA. 95060. Proposals must be clearly marked:

"Proposal For Vehicle Maintenance Services for METRO’s ParaCruz Department (Proposal Due Date: December 1, 2009)"

**6. REJECTION OF PROPOSALS**

Failure to meet the requirements for the Request for Proposals will be cause of rejection of the proposal. METRO may reject any proposal if it is conditional, incomplete or contains irregularities. METRO may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Balance of the Proposal documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. METRO reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

**7. EVALUATION CRITERIA AND SELECTION**

**7.1 Evaluation Criteria**

An evaluation committee comprised of METRO staff will review and evaluate all proposals received. Final selection shall be based upon the following considerations:

<b>EVALUATION CRITERIA</b>	<b>POINTS POSSIBLE</b>
Response to Questionnaire (Attachment D)	20
Qualifications/Experience	20
References	10
Cost – Competitiveness of proposed fees.	35
Disadvantaged Business Enterprise participation	5
<b>Total possible points</b>	<b>100</b>

**7.2 Selection**

Oral interviews may be conducted to assist in the final selection, If METRO deems it necessary. METRO reserves the right to make the selection without the aid of an Oral Presentation.

- 7.2.1 METRO reserves the right to make the selection within ninety (90) calendar days from the date proposals are opened, during which period proposals shall not be withdrawn.
- 7.2.2 METRO reserves the right to delay making a selection in order to permit proper study and analysis of all proposals received and/or reject any or all proposals received.
- 7.2.3 METRO reserves the right to investigate the qualifications of all firms under consideration, to confirm any part of the information furnished by the firm, and to require further evidence of

managerial, financial or professional capabilities that are considered necessary for the successful performance of the Contract.

## **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 METRO 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**

METRO 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 METRO upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever METRO determines that such termination is in METRO's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by METRO, 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 METRO in the manner, at the time, and to the extent directed by METRO all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case METRO 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 METRO, to the extent METRO may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to METRO and deliver in the manner, at the time, and to the extent, if any, directed by METRO the fabricated or un-fabricated 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 METRO; (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 METRO, 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 METRO, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to METRO 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 METRO 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 METRO 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 METRO has or may acquire an interest.

## 2.02 Termination for Default

2.02.01 METRO 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, METRO may procure, upon such terms and in such manner as METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to METRO, the Contractor shall be liable to METRO 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 METRO shall be considered to have been terminated pursuant to termination for convenience of METRO pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

The rights and remedies of METRO 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 METRO 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 METRO 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 METRO to evaluate any Contractor request for relief under this Article 3. METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. METRO shall notify the Contractor of its decision in writing. METRO'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 METRO 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. METRO 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 METRO 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 METRO 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 METRO (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 METRO 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 negligence, recklessness or willful misconduct 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 METRO and any insurance or self-insurance maintained by METRO shall be excess of Contractor's insurance coverage and shall not contribute to it.

## 7.02 Types of Insurance and Minimum Limits

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

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
  - (a) Full Personal Injury coverage.
  - (a) Broad form Property Damage coverage.
  - (a) A cross-liability clause in favor of METRO.
- (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 METRO.
- (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 METRO shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify METRO 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 METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (6) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to METRO.

## 8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to METRO within five (5) days of METRO demand, a detailed cost proposal. METRO may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with METRO in compiling and submitting detailed information for the cost and price analysis.

## 9. NO DISCRIMINATION

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

## 10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of METRO 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.

### I. PROMPT PAYMENT

#### 11.01 Prompt Progress Payment to Subcontractors

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

#### A. Prompt Payment of Withheld Funds to Subcontractors

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

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

METRO'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 METRO premises or distribute same to METRO employees.

### 13.05 Publicity

Contractor agrees to submit to METRO all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein METRO's name is mentioned or language used from which the connection of METRO'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 METRO.

### 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 METRO property, (2) ensure that its employees take appropriate protective measures, and (3) provide METRO's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on METRO property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify METRO 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 METRO; and any such action by Contractor without METRO'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 METRO. Any such action by Contractor without METRO'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 METRO 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 METRO premises or in a METRO vehicle.

13.17 Responsibility for Equipment

13.17.01 METRO 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 METRO.

13.17.02 Contractor is responsible to return to METRO in good condition any equipment, including keys, issued to it by METRO pursuant to this Agreement. If the contractor fails or refuses to return METRO-issued equipment within five days of the conclusion of the contract work METRO 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 METRO.

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 METRO 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 VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT (10-12)

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 METRO's Primary Objective

METRO 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 METRO's Need for Vehicle Maintenance Services for METRO's ParaCruz Department

METRO has the need for Vehicle Maintenance Services for METRO's ParaCruz Department. In order to obtain these services, METRO issued a Request for Proposals, dated November 2, 2009, 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 Vehicle Maintenance Services for METRO's ParaCruz Department and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Vehicle Maintenance Services for METRO's ParaCruz Department, which is attached hereto and incorporated herein by reference as Exhibit "B."

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

On \_\_\_\_\_, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Vehicle Maintenance Services for METRO's ParaCruz Department described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 2, 2009

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

Contractor's Proposal to METRO for Vehicle Maintenance Services for METRO's ParaCruz Department, signed by Contractor and dated December 1, 2009.

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 METRO for this project in accordance with the Request for Proposals issued November 2, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 2, 2009.

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 one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO 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 purchase order number provided by METRO 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 METRO (or any grantor of METRO, 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 METRO 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.

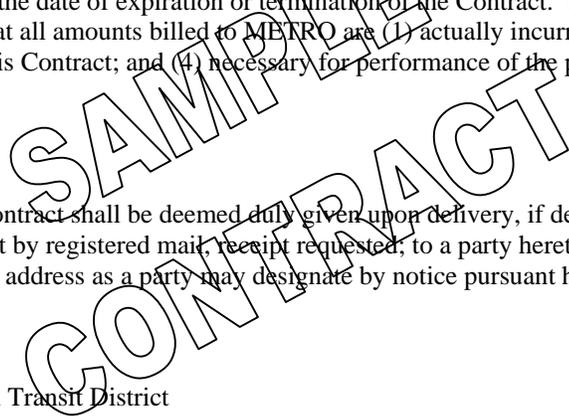
METRO

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 \_\_\_\_\_

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR -

By \_\_\_\_\_

Approved as to Form:

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

SAMPLE  
CONTRACT

## **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 METRO 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 METRO, 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, METRO 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 METRO 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 METRO to enter into such litigation to protect the interests of METRO, 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 METRO, 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 METRO 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 METRO 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 METRO 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, METRO 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 METRO (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 METRO if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

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

### 12.2 DBE Obligation

METRO and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, METRO and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. METRO 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 METRO shall participate in selection, or in the award or 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. METRO'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 METRO 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 METRO.

## 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

METRO 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 METRO, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when METRO 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. METRO 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, METRO, 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 METRO 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 METRO 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 METRO 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, METRO (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 METRO, 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. METRO 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, METRO 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.

METRO 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.

METRO 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 METRO 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 METRO or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by METRO 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

#### POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

#### APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

#### DEFINITIONS

**“Common Grant Rules”** refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

**“Interested Party”** means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an “interested party”.

**“Protest”** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

**“Protester”** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”.

**“Types of Protests”:** There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

## **STANDARDS.**

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at [financemanager@scmtd.com](mailto:financemanager@scmtd.com) . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO's administrative remedies before pursuing a protest with the FTA.

METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.

In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she 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 the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under METRO's protest procedure. Protest appeals should be filed with:

**Federal Transit Administration**  
Regional Administrator Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105-1839

Telephone: (415) 744-3133  
Fax: (415) 744-2726

## **METRO RESPONSIBILITIES TO FTA**

METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the

FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
  - (a) Have a value exceeding \$100,000, or
  - (b) Involve controversial matter, irrespective of amount, or
  - (c) Involve a highly publicized matter, irrespective of amount.
  
- b. Details: The following information about each Protest:
  - (a) A brief description of the Protest,
  - (b) The basis of disagreement, and
  - (c) If open, how far the Protest has proceeded, or
  - (d) If resolved, the agreement or decision reached, and
  - (e) Whether an appeal has been taken or is likely to be taken.
  
- c. When and Where: METRO will provide this information:
  - (a) In its next quarterly Milestone Progress Report, and
  - (b) At its next Project Management Oversight review, if any.
  
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

# ATTACHMENT A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PARATRANSIT VEHICLE LISTING as of 10/15/09

Vehicle #	Manufacturer	Model	Year	VIN	License #
104	CHEVROLET	VENTURE	2001	1GNDX03E71D157031	E-1060819
105	CHEVROLET	VENTURE	2001	1GNDX03E61D156713	E-1060820
106	CHEVROLET	VENTURE	2001	1GNDX03E11D157316	E-1060818
107	CHEVROLET	VENTURE	2001	1GNDX03E31D158077	E-1060822
108	CHEVROLET	VENTURE	2001	1GNDX03E31D162095	E-1060821
109	CHEVROLET	VENTURE	2001	1GNDX03EX1D160120	E-1060825
110	CHEVROLET	VENTURE	2001	1GNDX03E11D157428	E-1100004
205	CHEVROLET	VENTURE	2002	1GNDX03E62D158429	E-1120726
206	CHEVROLET	VENTURE	2002	1GNDX03E22D155107	E-1120725
207	CHEVROLET	VENTURE	2002	1GNDX03E32D155195	E-1101687
208	CHEVROLET	VENTURE	2002	1GNDX03E72D155667	E-1101688
209	CHEVROLET	VENTURE	2002	1GNDX03E42D156016	E-1146494
305	CHEVROLET	VENTURE	2003	1GBDX23E13D263860	E-1150932
306	CHEVROLET	VENTURE	2003	1GBDX23E93D266425	E-1150996
307	CHEVROLET	VENTURE	2003	1GBDX23E63D266169	E-1150926
308	CHEVROLET	VENTURE	2003	1GBDX23E73D266505	E-1150925
310	CHEVROLET	VENTURE	2003	1GBDX23E13D265592	E-1163039
311	CHEVROLET	VENTURE	2003	1GBDX23E43D267367	E-1150995
312	CHEVROLET	VENTURE	2003	1GBDX23E63D264812	E-1150923
313	CHEVROLET	VENTURE	2003	1GBDX23E33D266713	E-1150924
314	CHEVROLET	VENTURE	2003	1GBDX23E83D263872	E-1150992
315	CHEVROLET	VENTURE	2003	1GBDX23E33D264556	E-1150991
316	CHEVROLET	VENTURE	2003	1GBDX23E93D265470	E-1163040
317	CHEVROLET	VENTURE	2003	1GBDX23EX3D263288	E-1163038
318	CHEVROLET	VENTURE	2003	1GBD23XE53D263845	E-1163037
319	CHEVROLET	VENTURE	2003	1GBDX23E33D265786	E-1150994
320	CHEVROLET	VENTURE	2003	1GBDX23E03D263848	E-1150933
321	CHEVROLET	VENTURE	2003	1GBDX23E83D264830	E-1150930
2401	FORD/GOSHEN	GCII	2003	1FDXE45S43HB85219	E-1172516
2402	FORD/GOSHEN	GCII	2003	1FDXE45S23HB85221	E-1172519
2403	FORD/GOSHEN	GCII	2003	1FDXE45S63HB85240	E-1172515
2404	FORD/GOSHEN	GCII	2003	1FDXE45S33HB85230	E-1172518
2603	FORD/AEROTECH	Aerotech	2006	1FDXE45S16DA05819	E-1231296
2604	FORD/BRAUN	TRANSPORTER	2006	1FTSS34L66DA91642	E-1258197
2701	FORD/BRAUN	TRANSPORTER	2007	1FTSS34L67DB28979	E-1258201
2800	CHEVROLET	Aero Elite	2008	1GBE5V1G88F407013	E-1258625

# **ATTACHMENT B**

**CHP Vehicle Inspection Forms  
There is no 'C' inspection currently on ParaCruz vehicles**



PARACRUZ FLEET MAINTENANCE

“A” BASIC SAFETY INSPECTION  
30 DAYS

VEHICLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
W.O. #: \_\_\_\_\_  
MILEAGE: \_\_\_\_\_

**FOR EACH ITEM INDICATE APPROPRIATE CODE**

- “√” - IF OK
- “X” - IF ADJUSTED
- “O” - IF REPAIRS ARE NECESSARY
- “N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers’ horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage

INSPECTED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

# A

## UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32"); Rear (min. 4/32"); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing, and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure

### ENGINE COMPARTMENT CHECK:

- A29: \_\_\_\_\_ Check exhaust system for leaks, top off all fluids.

### EXTERIOR VEHICLE INSPECTION INSPECT:

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting

### PASSENGER LIFT/RAMP INSPECTION:

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape

### RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER

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VEHICLE #:	_____	COMMENTS SECTION	DATE:	_____
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**B**

PARACRUZ FLEET MAINTENANCE

**“B” OIL CHANGE SERVICE/SAFETY INSPECTION  
4,000 MILES**

(This inspection includes A Inspection)

**VEHICLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**W.O. #:** \_\_\_\_\_

**MILEAGE:** \_\_\_\_\_

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**FOR EACH ITEM INDICATE APPROPRIATE CODE**

“✓” - IF OK

“X” - IF ADJUSTED

“O” - IF REPAIRS ARE NECESSARY

“N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers’ horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**INSPECTED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**Lead Mechanic**

**DRIVE ABILITY CHECK:****B**

- B1: \_\_\_\_\_ Power during take-off
- B2: \_\_\_\_\_ Steering play
- B3: \_\_\_\_\_ Front end vibration/shimmy
- B4: \_\_\_\_\_ Brake pull
- B5: \_\_\_\_\_ Braking noise
- B6: \_\_\_\_\_ Stopping ability
- B7: \_\_\_\_\_ Transmission shifting (smooth/positive)

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage
- B8: \_\_\_\_\_ Driver seat and seat belt adjustment; lubricate seat mechanism with “dry type” lube
- B9: \_\_\_\_\_ Seats and frames, wear or damage, passenger seat belts
- B10: \_\_\_\_\_ Floor covering and step treads
- B11: \_\_\_\_\_ Lubricate doors/hinges and mechanisms

**UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS**

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32”); Rear (min. 4/32”); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing , and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure
- B12: \_\_\_\_\_ Inspect steering gear box(es), mounting and seals
- B13: \_\_\_\_\_ Inspect and lubricate steering components as applicable.
- B14: \_\_\_\_\_ Check stabilizer bushings and mounting
- B15: \_\_\_\_\_ Check leveling valves
- B16: \_\_\_\_\_ Check axle U-bolts (visual check for looseness)
- B17: \_\_\_\_\_ Inspect vehicle for damage and cracks
- B18: \_\_\_\_\_ Check Telma Retarder
- B19: \_\_\_\_\_ Check for transmission and differential leaks and fluid levels
- B20: \_\_\_\_\_ Check transmission shift mechanism and ground wire
- B21: \_\_\_\_\_ Check neutral safety switch and backup switch operation

**ENGINE COMPARTMENT CHECK:**

**B**

- A29: \_\_\_\_\_ Check exhaust system for leaks, top off all fluids.
- B22: \_\_\_\_\_ Inspect for air, oil, coolant and fuel leaks and missing parts

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**B23: \_\_\_\_\_ CHANGE ENGINE OIL and FILTER Date: \_\_\_\_\_ Miles: \_\_\_\_\_**

- B24: \_\_\_\_\_ Inspect fan blades, hub, dampner, shroud
- B25: \_\_\_\_\_ Inspect cooling system, hoses, recovery tank, water pump
- B26: \_\_\_\_\_ Inspect air filter, intake hoses and connections
- B27: \_\_\_\_\_ Inspect fuel lines and connections
- B28: \_\_\_\_\_ Inspect engine and transmission mounts
- B29: \_\_\_\_\_ Inspect ground strap for wear and securement
- B30: \_\_\_\_\_ Inspect wiring harness for breaks and frays in hi-temp areas
- B31: \_\_\_\_\_ Load test and clean battery connections

**EXTERIOR VEHICLE INSPECTION INSPECT:**

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting
- B32: \_\_\_\_\_ Bumpers
- B33: \_\_\_\_\_ Decals, signs, number
- B34: \_\_\_\_\_ Body damage
- B35: \_\_\_\_\_ Bike rack mounting and operation of pivot & retainers

**PASSENGER LIFT/RAMP INSPECTION:**

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape
- B36: \_\_\_\_\_ Road test vehicle as required

**RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER**

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**VEHICLE #: \_\_\_\_\_ COMMENTS SECTION DATE: \_\_\_\_\_**



**D**

PARACRUZ FLEET MAINTENANCE

**“D” 24,000 MILE SERVICE/SAFETY INSPECTION**

(This inspection includes A & B Inspections)

**VEHICLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**W.O. #:** \_\_\_\_\_

**MILEAGE:** \_\_\_\_\_

**FOR EACH ITEM INDICATE APPROPRIATE CODE**

“√” - IF OK

“X” - IF ADJUSTED

“O” - IF REPAIRS ARE NECESSARY

“N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers' horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**INSPECTED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**Lead Mechanic**

**DRIVE ABILITY CHECK:**

- B1: \_\_\_\_\_ Power during take-off
- B2: \_\_\_\_\_ Steering play
- B3: \_\_\_\_\_ Front end vibration/shimmy
- B4: \_\_\_\_\_ Brake pull
- B5: \_\_\_\_\_ Braking noise
- B6: \_\_\_\_\_ Stopping ability
- B7: \_\_\_\_\_ Transmission shifting (smooth/positive)

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage
- B8: \_\_\_\_\_ Driver seat and seat belt adjustment; lubricate seat mechanism with “dry type” lube
- B9: \_\_\_\_\_ Seats and frames, wear or damage, passenger seat belts
- B10: \_\_\_\_\_ Floor covering and step treads
- B11: \_\_\_\_\_ Lubricate doors/hinges and mechanisms

**UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS**

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32”); Rear (min. 4/32”); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing , and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure
- B12: \_\_\_\_\_ Inspect steering gear box(es), mounting and seals
- B13: \_\_\_\_\_ Inspect and lubricate steering components as applicable.
- B14: \_\_\_\_\_ Check stabilizer bushings and mounting
- B15: \_\_\_\_\_ Check leveling valves
- B16: \_\_\_\_\_ Check axle U-bolts (visual check for looseness)
- B17: \_\_\_\_\_ Inspect vehicle for damage and cracks
- B18: \_\_\_\_\_ Check Telma Retarder
- B19: \_\_\_\_\_ Check for transmission and differential leaks and fluid levels
- B20: \_\_\_\_\_ Check transmission shift mechanism and ground wire
- B21: \_\_\_\_\_ Check neutral safety switch and backup switch operation

**ENGINE COMPARTMENT CHECK:**

**D**

- A29: \_\_\_\_\_ Check exhaust system for leaks
- B22: \_\_\_\_\_ Inspect for air, oil, coolant and fuel leaks and missing parts
- B23: \_\_\_\_\_ CHANGE ENGINE OIL and FILTER Date: \_\_\_\_\_ Miles: \_\_\_\_\_.**
- B24: \_\_\_\_\_ Inspect fan blades, hub, dampner, shroud, and all belts
- B25: \_\_\_\_\_ Inspect cooling system, hoses, recovery tank, water pump
- B26: \_\_\_\_\_ Inspect air filter, intake hoses and connections
- D1: \_\_\_\_\_ REPLACE AIR FILTER
- B27: \_\_\_\_\_ Inspect fuel lines and connections
- B28: \_\_\_\_\_ Inspect engine and transmission mounts
- B29: \_\_\_\_\_ Inspect ground strap for wear and securement
- B30: \_\_\_\_\_ Inspect wiring harness for breaks and frays in hi-temp areas
- B31: \_\_\_\_\_ Load test and clean battery connections

**EXTERIOR VEHICLE INSPECTION INSPECT:**

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting
- B32: \_\_\_\_\_ Bumpers
- B33: \_\_\_\_\_ Decals, signs, number
- B34: \_\_\_\_\_ Body damage
- B35: \_\_\_\_\_ Bike rack mounting and operation of pivot & retainers

**PASSENGER LIFT/RAMP INSPECTION:**

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape
- B36: \_\_\_\_\_ Road test vehicle as required

**RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER**

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**VEHICLE #:** \_\_\_\_\_ **COMMENTS SECTION** **DATE:** \_\_\_\_\_



**E**

PARACRUZ FLEET MAINTENANCE

**“E” 48,000 MILE SERVICE/SAFETY INSPECTION**

(This inspection includes A & B & D Inspections)

**VEHICLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**W.O. #:** \_\_\_\_\_

**MILEAGE:** \_\_\_\_\_

**FOR EACH ITEM INDICATE APPROPRIATE CODE**

“√” - IF OK

“X” - IF ADJUSTED

“O” - IF REPAIRS ARE NECESSARY

“N” - IF NOT APPLICABLE TO PARTICULAR VEHICLE

**INITIAL COACH START UP INSPECTION CHECK:**

- A1: \_\_\_\_\_ Starting ability
- A2: \_\_\_\_\_ All instrumentation working (speedometer, voltmeter, gauges, etc.)
- A3: \_\_\_\_\_ All instrument lighting, warning lights, turn indicators, high beam, etc.
- A4: \_\_\_\_\_ Parking brake
- A5: \_\_\_\_\_ Turn signal and high beam switch operation, brake and throttle pads
- A6: \_\_\_\_\_ Retarder is turned on.
- A7: \_\_\_\_\_ Wiper blades and arms
- A8: \_\_\_\_\_ Windshield washer
- A9: \_\_\_\_\_ Drivers' horn
- A10: \_\_\_\_\_ Heater, defroster, air conditioning controls, heater and defroster blower motors
- A11: \_\_\_\_\_ All interior lighting for operation
- A12: \_\_\_\_\_ Front, sides, and rear door operation
- A13: \_\_\_\_\_ Side door interlock, and “Door Ajar” light

**INSPECTED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**Lead Mechanic**

**DRIVE ABILITY CHECK:**

**E**

- B1: \_\_\_\_\_ Power during take-off
- B2: \_\_\_\_\_ Steering play
- B3: \_\_\_\_\_ Front end vibration/shimmy
- B4: \_\_\_\_\_ Brake pull
- B5: \_\_\_\_\_ Braking noise
- B6: \_\_\_\_\_ Stopping ability
- B7: \_\_\_\_\_ Transmission shifting (smooth/positive)

**VEHICLE INTERIOR INSPECTION CHECK:**

- A14: \_\_\_\_\_ Grab rails, stanchions and seats are secure and have no sharp edges
- A15: \_\_\_\_\_ Windows for cracks, scratches, and latch operation
- A16: \_\_\_\_\_ Defroster and passenger heater for leaks
- A17: \_\_\_\_\_ W/C stations: securements, arm rests, seat hinges, and latches for binding/damage
- B8: \_\_\_\_\_ Driver seat and seat belt adjustment; lubricate seat mechanism with “dry type” lube
- B9: \_\_\_\_\_ Seats and frames, wear or damage, passenger seat belts
- B10: \_\_\_\_\_ Floor covering and step treads
- B11: \_\_\_\_\_ Lubricate doors/hinges and mechanisms

**UNDER COACH BRAKES, TIRES, SUSPENSION, DRIVE LINE AND LEAKS**

- A18: \_\_\_\_\_ Inspect brake lines and hoses for chafing and leaks
- A19: \_\_\_\_\_ Inspect brake lining thickness to wear limits, condition
- A20: \_\_\_\_\_ Adjust brakes if required
- A21: \_\_\_\_\_ Check tire tread depth  
Front (min. 4/32”); Rear (min. 4/32”); Tire pressure: Van\_44\_, Bus\_65\_
- A22: \_\_\_\_\_ Check steering box mounting bolts and all steering connections for tightness
- A23: \_\_\_\_\_ Check air bags for leaks
- A24: \_\_\_\_\_ Check shocks for leaking, worn bushings, and tightness
- A25: \_\_\_\_\_ Check fuel, oil and coolant lines, connections and reservoirs for leaks
- A26: \_\_\_\_\_ Inspect driveline
- A27: \_\_\_\_\_ Check wire harnesses for rubbing, chafing , and securement
- A28: \_\_\_\_\_ Ensure all body panels and access doors are tight and secure
- B12: \_\_\_\_\_ Inspect steering gear box(es), mounting and seals
- B13: \_\_\_\_\_ Inspect and lubricate steering components as applicable.
- B14: \_\_\_\_\_ Check stabilizer bushings and mounting
- B15: \_\_\_\_\_ Check leveling valves
- B16: \_\_\_\_\_ Check axle U-bolts (visual check for looseness)
- B17: \_\_\_\_\_ Inspect vehicle for damage and cracks
- B18: \_\_\_\_\_ Check Telma Retarder
- B19: \_\_\_\_\_ Check for transmission and differential leaks and fluid levels
- B20: \_\_\_\_\_ Check transmission shift mechanism and ground wire
- B21: \_\_\_\_\_ Check neutral safety switch and backup switch operation

**ENGINE COMPARTMENT CHECK:**

**E**

- A29: \_\_\_\_\_ Check exhaust system for leaks
- B22: \_\_\_\_\_ Inspect for air, oil, coolant and fuel leaks and missing parts
- B23: \_\_\_\_\_ CHANGE ENGINE OIL and FILTER Date: \_\_\_\_\_ Miles: \_\_\_\_\_**
- B24: \_\_\_\_\_ Inspect fan blades, hub, dampner, shroud, and all belts
- B25: \_\_\_\_\_ Inspect cooling system, hoses, recovery tank, water pump
- B26: \_\_\_\_\_ Inspect air filter, intake hoses and connections
- D1: \_\_\_\_\_ REPLACE AIR FILTER
- B27: \_\_\_\_\_ Inspect fuel lines and connections
- B28: \_\_\_\_\_ Inspect engine and transmission mounts
- E1: \_\_\_\_\_ CHANGE TRANSMISSION FLUID AND FILTER**
- B29: \_\_\_\_\_ Inspect ground strap for wear and securement
- B30: \_\_\_\_\_ Inspect wiring harness for breaks and frays in hi-temp areas
- B31: \_\_\_\_\_ Load test and clean battery connections
- E2: \_\_\_\_\_ Service Air Conditioning System

**EXTERIOR VEHICLE INSPECTION INSPECT:**

- A30: \_\_\_\_\_ License plates, and license plate light
- A31: \_\_\_\_\_ Mirrors and brackets, windshields and wipers
- A32: \_\_\_\_\_ Wheels for cracks, and for secure lug nuts
- A33: \_\_\_\_\_ All exterior lighting
- B32: \_\_\_\_\_ Bumpers
- B33: \_\_\_\_\_ Decals, signs, number
- B34: \_\_\_\_\_ Body damage
- B35: \_\_\_\_\_ Bike rack mounting and operation of pivot & retainers

**PASSENGER LIFT/RAMP INSPECTION:**

- A34: \_\_\_\_\_ Cycle lift/ramp and check for proper operation
- A35: \_\_\_\_\_ With lift in platform position, inspect for loose wires, fittings and for hydraulic leaks
- A36: \_\_\_\_\_ Lubricate as needed
- A37: \_\_\_\_\_ Inspect lift/ramp for damage
- A38: \_\_\_\_\_ Inspect fire extinguisher, first aid kit, bus registration, insurance notice, wheelchair lift operating instructions, safety triangles, chalk, and hazardous materials tape
- B36: \_\_\_\_\_ Road test vehicle as required

**RECORD UNREPAIRED PROBLEMS TO RUNNING REPAIR LIST AND INITIATE WORK ORDER**

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**VEHICLE #:** \_\_\_\_\_ **COMMENTS SECTION** **DATE:** \_\_\_\_\_

# ATTACHMENT C

## PROPOSAL COST SHEETS

### FLAT-RATE BID SHEET FOR SERVICES

#### Chevrolet Venture Minivans

Oil Change	\$ _____
Inspection A	\$ _____
Inspection B	\$ _____
Inspection D	\$ _____
Inspection E	\$ _____
Transmission Service	\$ _____
Front Brake Replacement/Service	\$ _____
Rear Brake Replacement/Service	\$ _____
Manufactures Scheduled Service 15K	\$ _____
30K	\$ _____
45K	\$ _____
60K	\$ _____
75K	\$ _____
90K	\$ _____
New Tire Install	\$ _____
Flat Tire Repair	\$ _____
Flat Hourly Shop Rate	\$ _____
A/C Recharge	\$ _____

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

**FLAT-RATE BID SHEET FOR SERVICES**

**Ford E450 Goshen/Aerotech**

<b>Oil Change</b>	\$ _____
<b>Inspection A</b>	\$ _____
<b>Inspection B</b>	\$ _____
<b>Inspection D</b>	\$ _____
<b>Inspection E</b>	\$ _____
<b>Transmission Service</b>	\$ _____
<b>Front Brake Replacement/Service</b>	\$ _____
<b>Rear Brake Replacement/Service</b>	\$ _____
<b>Manufactures Scheduled Service 15K</b>	\$ _____
<b>30K</b>	\$ _____
<b>45K</b>	\$ _____
<b>60K</b>	\$ _____
<b>75K</b>	\$ _____
<b>90K</b>	\$ _____
<b>New Tire Install</b>	\$ _____
<b>Flat Tire Repair</b>	\$ _____
<b>Flat Hourly Shop Rate</b>	\$ _____
<b>A/C Recharge</b>	\$ _____

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

**FLAT-RATE BID SHEET FOR SERVICES**

**Ford E350 Transporters**

<b>Oil Change</b>	\$ _____
<b>Inspection A</b>	\$ _____
<b>Inspection B</b>	\$ _____
<b>Inspection D</b>	\$ _____
<b>Inspection E</b>	\$ _____
<b>Transmission Service</b>	\$ _____
<b>Front Brake Replacement/Service</b>	\$ _____
<b>Rear Brake Replacement/Service</b>	\$ _____
<b>Manufactures Scheduled Service 15K</b>	\$ _____
<b>30K</b>	\$ _____
<b>45K</b>	\$ _____
<b>60K</b>	\$ _____
<b>75K</b>	\$ _____
<b>90K</b>	\$ _____
<b>New Tire Install</b>	\$ _____
<b>Flat Tire Repair</b>	\$ _____
<b>Flat Hourly Shop Rate</b>	\$ _____
<b>A/C Recharge</b>	\$ _____

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

**FLAT-RATE BID SHEET FOR SERVICES**

**GMC 5500 Duramax - AeroElite**

<b>Oil Change</b>	\$ _____
<b>Inspection A</b>	\$ _____
<b>Inspection B</b>	\$ _____
<b>Inspection D</b>	\$ _____
<b>Inspection E</b>	\$ _____
<b>Transmission Service</b>	\$ _____
<b>Front Brake Replacement/Service</b>	\$ _____
<b>Rear Brake Replacement/Service</b>	\$ _____
<b>Manufactures Scheduled Service 15K</b>	\$ _____
<b>30K</b>	\$ _____
<b>45K</b>	\$ _____
<b>60K</b>	\$ _____
<b>75K</b>	\$ _____
<b>90K</b>	\$ _____
<b>New Tire Install</b>	\$ _____
<b>Flat Tire Repair</b>	\$ _____
<b>Flat Hourly Shop Rate</b>	\$ _____
<b>A/C Recharge</b>	\$ _____

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

# ATTACHMENT D

## 1. MANAGEMENT INFORMATION

Proposers and their sub-contractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

### A. SHOP PROFILE AND RESPONSIBILITY

Shop Name: \_\_\_\_\_

Name of Shop Owner(s): \_\_\_\_\_

Shop Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Number of Years in Business at This Location: \_\_\_\_\_

B. PROXIMITY TO METRO PARACRUZ FACILITY LOCATED AT 2880 RESEARCH PARK DRIVE, SOQUEL, CA: \_\_\_\_\_ MILES.

C. NAME OF SHOP MANAGER(S): \_\_\_\_\_

State the duties and qualifications of shop manager(s):

\_\_\_\_\_

### D. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

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

Title/Duties: \_\_\_\_\_

Qualifications: \_\_\_\_\_

Years with Contractor: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### E. EMERGENCY CONTACT

(365 days/year; 24 hours): \_\_\_\_\_

### F. OPERATING HOURS

The Contractor shall be currently operating out of a commercial facility, which is open and accessible to METRO personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.

Monday	_____	a.m. to _____	p.m.
Tuesday	_____	a.m. to _____	p.m.
Wednesday	_____	a.m. to _____	p.m.
Thursday	_____	a.m. to _____	p.m.
Friday	_____	a.m. to _____	p.m.

Saturday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.  
Sunday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**2. REFERENCES**

A. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary.

B. Please provide three (3) commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

C. Approximately what percent of your shop work is currently derived from fleet business? \_\_\_\_\_%

D. Has your shop ever been a subject of Better Business Bureau action? Yes [ ] No [ ]  
If yes, please describe:

E. Are you currently or have you ever previously contracted with a municipality /government agency to provide vehicle maintenance service? Yes  No  If yes, please describe:

F. Are you currently or have you ever previously provided repair services to other government entities? Yes  No

If yes, please list the entity names, contract person and phone number:

G. METRO reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to award to determine, among other things:

- The customer service responsiveness
- The shop organization and operation efficiency
- The response time

### **3. SUPPLEMENTAL QUESTIONNAIRE**

A. METRO drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?

B. METRO expects 24 hours turn around time for preventative and for routine repair services. Can you meet this standard and provide quality repair work? Yes  No

C. Please specify whether OEM or after-market parts will be used for repairs? If aftermarket parts will be used, please explain under what circumstance(s). Please be aware METRO requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.

D. Describe the availability of secured parking for vehicles delivered for repairs.

### **4. FACILITY DESCRIPTION**

A. Do you have a certified emissions specialist on staff? Yes  No

B. Do you have an electrical systems specialist on staff? Yes  No

C. Can you perform emergency roadside service? Yes  No

D. METRO requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.

## **5. SUB-CONTRACTOR LIST**

Indicate what work is proposed to be performed by sub-contractor(s). Provide the name, phone number and location of all sub-contractor(s).

## **6. COST AND CONDITIONS**

A. Prices for the services listed in Attachment C must include all labor and materials needed to complete the services specified.

B. Prices proposed in this section are firm fixed prices for the initial period of the contract.

C. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.

D. Service reminder sticker is required with each service.

E. Unless otherwise specified and/or agreed to, a standard 12 month or 12,000 mile warranty will be required on all labor and materials.



**ADDENDUM NO. 1**

**Santa Cruz Metropolitan Transit District Request for Proposals (RFP)  
No. 10-12 For Vehicle Maintenance Services for METRO's  
ParaCruz Department**

**RFP DUE DATE: December 1, 2009 @ 5:00 PM, PST**

**Date of Addendum Issue: November 19, 2009**

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO) is providing the following clarifications, modifications, additions and / or deletions to the Request for Proposals(RFP) No. 10-12 for Vehicle Maintenance Services for METRO's ParaCruz Department. This Addendum shall become a part of the original RFP as issued by METRO.

**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 Invitation for Bid.

All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address [llongnecker@scmttd.com](mailto:llongnecker@scmttd.com).

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. **ADDENDUM CONTENT:** Addendum No. 1: A total of 2 (2) pages
2. **CHANGES TO PREVIOUS ADDENDA:** (NONE)
3. **BIDDERS REQUESTS FOR CLARIFICATIONS:**

3.1 *QUESTION: What are the engine specifications for this fleet?*

**ANSWER:** Chevrolet Venture: 3.4 Liter V-6, Gasoline  
Ford/Braun Transporter: 5.4 Liter V-8, Gasoline  
Ford/Goshen: 6.8 Liter V-10, Gasoline  
Chevrolet Aero Elite: 8.1 Liter V-8, Gasoline  
Ford/Aerotech: 6.8 Liter V-10, Gasoline

3.2 *QUESTION: Please identify the rear brake requirements for vehicle #2800 the Chevrolet Aero Elite.*

**ANSWER:** The brake system for this vehicle is hydraulic. The vehicle has disc brakes on all wheels.

4. **CHANGES TO RFP TERMS AND CONDITIONS:**

- 4.1 Part III Specifications, Item 3.4 Tire Services, Delete this requirement as follows:

~~3.4 Tire Services~~

**RFP No. 10-12, Addendum No. 1 – Issue: November 19, 2009**

- 3.4.1 ~~Flat Repair: Repair flat tires; re-mount and balance. This flat fee rate is to be shown on the proposal cost sheets.~~
- 3.4.2 ~~New Tires: Mount tires supplied by METRO. This flat fee rate is to be shown on the proposal cost sheets. METRO routinely purchases new tires from a supplier who adheres to pricing standards for government entities.~~

Delete this item in its entirety as METRO will perform all tire repairs and replacements.

**END OF ADDENDUM NO. 1**

Lloyd Longnecker  
Purchasing Agent

EXHIBIT - B

PART II

GENERAL INFORMATION FORM

VEHICLE MAINTENANCE SERVICES FOR METRO'S PARACRUZ DEPARTMENT

RFP No. 10-12

(To be completed by the offeror and placed at the front of your proposal)

Specialized Auto + Fleet Services Inc 11-4-09  
Legal Name of Firm Date

2114 Freedom Blvd Freedom CA 95019  
Firm's Address

931-724-4777 931-768-7431  
Telephone Number FAX Number

S Corp 71-1046957  
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 METRO 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 METRO 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 METRO the required insurance certificates within ten (10) calendar days of the Notice of Award.

Robert G Emmert  
Signature of Authorized Principal

Robert G Emmert Secretary  
Name of Principal-in-Charge and Title

Robert G Emmert Secretary  
Name of Project Manager and Title

R. G. Emmert Secretary 931-724-4777 RGEMMERT@YAHOO.COM  
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

2114 Freedom Blvd Freedom CA 95019  
Addresses Where Correspondence Should Be Sent

Vehicle Maintenance + Repairs  
Areas of Responsibility of Prime Contractor



**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) Specialized Auto & Fleet Services Inc certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

(Contractor) Specialized Auto & Fleet Services Inc, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

  
\_\_\_\_\_  
Signature and Title of Authorized Official

**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 Specialized Auto + Fleet Services Inc  
Signature of Authorized Official Robert G Emmert  
Name and Title of Authorized Official Robert G Emmert Secretary  
Date 11-4-05

**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: 11-4-09  
Signature: *Robert A. [Signature]*  
Company Name: Specialized Auto + Fleet Services Inc  
Title: Secretary

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: \_\_\_\_\_

# ATTACHMENT C

## PROPOSAL COST SHEETS

### FLAT-RATE BID SHEET FOR SERVICES

#### Chevrolet Venture Minivans

Oil Change	\$	<u>39.99</u>
Inspection A	\$	<u>93.26</u>
Inspection B	\$	<u>147.99</u>
Inspection D	\$	<u>163.95</u>
Inspection E	\$	<u>299.95</u>
Transmission Service	\$	<u>147.98</u>
Front Brake Replacement/Service	\$	<u>239.99</u>
Rear Brake Replacement/Service	\$	<u>161.99</u>
Manufactures Scheduled Service 15K	\$	<u>195.98</u>
30K	\$	<u>203.75</u>
45K	\$	<u>195.98</u>
60K	\$	<u>203.75</u>
75K	\$	<u>195.98</u>
90K	\$	<u>203.75</u>
New Tire Install	\$	<u>N/A</u>
Flat Tire Repair	\$	<u>16.50</u>
Flat Hourly Shop Rate	\$	<u>84.78</u>
A/C Recharge	\$	<u>98.95</u>

Company Name: Specialized Auto + Fleet

FLAT-RATE BID SHEET FOR SERVICES

**Ford E450 Goshen/Aerotech**

Oil Change	\$	<u>39.99</u>
Inspection A	\$	<u>93.26</u>
Inspection B	\$	<u>166.05</u>
Inspection D	\$	<u>175.98</u>
Inspection E	\$	<u>344.82</u>
Transmission Service	\$	<u>171.00</u>
Front Brake Replacement/Service	\$	<u>227.31</u>
Rear Brake Replacement/Service	\$	<u>240.00</u>
Manufactures Scheduled Service 15K	\$	<u>166.00</u>
30K	\$	<u>230.00</u>
45K	\$	<u>166.00</u>
60K	\$	<u>230.00</u>
75K	\$	<u>166.00</u>
90K	\$	<u>230.00</u>
New Tire Install	\$	<u>N/A</u>
Flat Tire Repair	\$	<u>16.50</u>
Flat Hourly Shop Rate	\$	<u>84.78</u>
A/C Recharge	\$	<u>98.95</u>

Company Name: Specialized Auto + Fleet

FLAT-RATE BID SHEET FOR SERVICES

Ford E350 Transporters

Oil Change	\$	<u>39.99</u>
Inspection A	\$	<u>93.26</u>
Inspection B	\$	<u>166.<sup>05</sup></u>
Inspection D	\$	<u>175.98</u>
Inspection E	\$	<u>347.82</u>
Transmission Service	\$	<u>171.<sup>00</sup></u>
Front Brake Replacement/Service	\$	<u>240.<sup>00</sup></u>
Rear Brake Replacement/Service	\$	<u>212.<sup>45</sup></u>
Manufactures Scheduled Service 15K	\$	<u>166.<sup>05</sup></u>
30K	\$	<u>230.<sup>00</sup></u>
45K	\$	<u>166.<sup>05</sup></u>
60K	\$	<u>230.<sup>00</sup></u>
75K	\$	<u>166.<sup>05</sup></u>
90K	\$	<u>230.<sup>00</sup></u>
New Tire Install	\$	<u>N/A</u>
Flat Tire Repair	\$	<u>16.50</u>
Flat Hourly Shop Rate	\$	<u>84.78</u>
A/C Recharge	\$	<u>98.95</u>

Company Name: Specialized Auto + Fleet

FLAT-RATE BID SHEET FOR SERVICES

GMC 5500 Duramax - AeroElite

Oil Change	\$	49.99
Inspection A	\$	93.26
Inspection B	\$	176. <sup>00</sup>
Inspection D	\$	186. <sup>00</sup>
Inspection E	\$	356. <sup>00</sup>
Transmission Service	\$	205. <sup>00</sup>
Front Brake Replacement/Service	\$	Need more info
Rear Brake Replacement/Service	\$	
Manufactures Scheduled Service 15K	\$	175. <sup>00</sup>
30K	\$	250. <sup>00</sup>
45K	\$	175. <sup>00</sup>
60K	\$	250. <sup>00</sup>
75K	\$	175. <sup>00</sup>
90K	\$	250. <sup>00</sup>
New Tire Install	\$	M/L
Flat Tire Repair	\$	16. <sup>50</sup>
Flat Hourly Shop Rate	\$	84.78
A/C Recharge	\$	98.95

Company Name: Specialized Auto + Fleet

# ATTACHMENT D

## I. MANAGEMENT INFORMATION

Proposers and their sub-contractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

### A. SHOP PROFILE AND RESPONSIBILITY

Shop Name: Specialized Auto + Fleet Services Inc  
Name of Shop Owner(s): Robert Emmert, Bruce Torr, Larry Richman  
Shop Address: 2114 Freedom Blvd, Freedom CA 95019  
Phone Number: 831-724-4777  
Fax Number: 831-768-8950  
Number of Years in Business: 16  
Number of Years in Business at This Location: 2

B. PROXIMITY TO METRO PARACRUZ FACILITY LOCATED AT 2880 RESEARCH PARK DRIVE, SOQUEL, CA: 12 MILES.

C. NAME OF SHOP MANAGER(S): Bruce Torr

State the duties and qualifications of shop manager(s):

ASE Master Technician, L-1, Smog, Shop Foreman

### D. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: Aaron Emmert  
Title/Duties: Service Advisor  
Qualifications: Service Advisor  
Years with Contractor: 10  
Work Phone: 831-724-4777 Cell Phone: \_\_\_\_\_

### E. EMERGENCY CONTACT

(365 days/year; 24 hours): Robert Emmert 831-345-4905

### F. OPERATING HOURS

The Contractor shall be currently operating out of a commercial facility, which is open and accessible to METRO personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.

Monday	<u>8</u>	a.m. to	<u>5</u>	p.m.
Tuesday	<u>8</u>	a.m. to	<u>5</u>	p.m.
Wednesday	<u>8</u>	a.m. to	<u>5</u>	p.m.
Thursday	<u>8</u>	a.m. to	<u>5</u>	p.m.
Friday	<u>8</u>	a.m. to	<u>5</u>	p.m.

Saturday Closed a.m. to \_\_\_\_\_ p.m.  
Sunday Closed a.m. to \_\_\_\_\_ p.m.

## 2. REFERENCES

A. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary

Our Fleet Shop is the newest Branch of Specialized Auto, Santa Cruz Counties largest ~~an~~ independent Auto repair provider. We service since 1982 over 700 vehicles per month, have 10 master technicians and have been voted best in Santa Cruz by both Good Times and metro readers. We will pick up and deliver most vehicles.

B. Please provide three (3) commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary

Company Name Abscherl: Fence Company  
Company Address 3125 Porter St Soguel CA 95073  
Company Phone 831 476-2255  
Contact Person Ed Hurd  
Fleet Size/Type 1 ton Flatbeds - (4)  
Years of Contract 9 Frequency of Service as needed

Company Name Prevedelli Farms  
Company Address 266 Pioneer Rd Watsonville  
Company Phone 831-722-6279  
Contact Person Sylvia Prevedelli  
Fleet Size/Type Farm trucks + Vans  
Years of Contract 1 Frequency of Service as needed

Company Name Bogner Sheet Metal  
Company Address 2106 Freedom Blvd  
Company Phone 831-688-6895  
Contact Person Ed Bogner  
Fleet Size/Type truck + Vans  
Years of Contract 2 Frequency of Service as needed

C. Approximately what percent of your shop work is currently derived from fleet business? 15 %

D. Has your shop ever been a subject of Better Business Bureau action? Yes [ ] No   
If yes, please describe:

E Are you currently or have you ever previously contracted with a municipality /government agency to provide vehicle maintenance service? Yes  No  If yes, please describe:

*We have been doing some Metro Park Cruz for about 1 year.*

F Are you currently or have you ever previously provided repair services to other government entities? Yes  No

If yes, please list the entity names, contract person and phone number:

G. METRO reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to award to determine, among other things:

- The customer service responsiveness
- The shop organization and operation efficiency
- The response time

### 3. SUPPLEMENTAL QUESTIONNAIRE

A. METRO drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this? *We give instant service to everyone, but we normally pick up and deliver Metro Park Cruz*

B. METRO expects 24 hours turn around time for preventative and for routine repair services. Can you meet this standard and provide quality repair work? Yes  No

C. Please specify whether OEM or after-market parts will be used for repairs? If aftermarket parts will be used, please explain under what circumstance(s). Please be aware METRO requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.

*OEM parts are used as much as possible  
IF Aftermarket is needed for timely delivery, it will specifically need to state "meets or exceeds OE specs"*

D. Describe the availability of secured parking for vehicles delivered for repairs.

*One acre fenced lot*

### 4. FACILITY DESCRIPTION

A. Do you have a certified emissions specialist on staff? Yes  No

B. Do you have an electrical systems specialist on staff? Yes  No

C. Can you perform emergency roadside service? Yes  No  *possibly*

D. METRO requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.

We would cheerfully deliver vehicles to Marty Franich Ford or Watsonville Chevrolet if warranty work was discovered during an inspection service.

#### 5. SUB-CONTRACTOR LIST

Indicate what work is proposed to be performed by sub-contractor(s). Provide the name, phone number and location of all sub-contractor(s).

~~Lincoln~~ Lincoln Street Muffler  
1314 Lincoln Ave  
Watsonville 724-3207

Rays Upholstry 724-6766  
10 Marin  
Watsonville CA

#### 6. COST AND CONDITIONS

A. Prices for the services listed in Attachment C must include all labor and materials needed to complete the services specified.

B. Prices proposed in this section are firm fixed prices for the initial period of the contract.

C. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.

D. Service reminder sticker is required with each service.

E. Unless otherwise specified and/or agreed to, a standard 12 month or 12,000 mile warranty will be required on all labor and materials.

ISSUED IN CONFORMANCE WITH THE PROVISIONS  
OF THE WATSONVILLE MUNICIPAL CODE FOR:

# CITY OF WATSONVILLE

## BUSINESS LICENSE

BUSINESS NAME: SPECIALIZED AUTO AND FLEET SERVICE

SIC

LICENSE NUMBER: 7558

TYPE OF BUSINESS: GENERAL AUTOMOTIVE REPAIR SHOP

7538

EFFECTIVE DATE: 07/01/09

RESTRICTIONS

EXPIRATION DATE: 07/01/10

LOCATED AT

2114 FREEDOM BLVD  
FREEDOM, CA 95019

*DISPLAY IN A CONSPICUOUS  
PLACE*

MAIL ADDRESS: SPECIALIZED AUTO AND FLEET SERVICE  
2114 FREEDOM BLVD  
FREEDOM, CA 95019

ADMINISTRATIVE SERVICES DIRECTOR

BY \_\_\_\_\_

ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO OR EXEMPTED FROM LICENSING BY THE STATE

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS

BUREAU OF AUTOMOTIVE REPAIR  
Licensing Unit  
10240 Systems Parkway  
Sacramento, CA 95827  
AUTOMOTIVE REPAIR DEALER

If you do not receive a notice of renewal, you are still responsible for renewing your license prior to its expiration.

AR000254939 053110



RECEIPT NO 07800187

THIS IS TO CERTIFY THAT, PURSUANT TO CHAPTER 20.3 BUSINESS AND PROFESSIONS CODE, THE FIRM NAMED IS A REGISTERED AUTOMOTIVE REPAIR DEALER.

REGISTRATION AR000254939

VALID UNTIL 05/31/10

SPECIALIZED AUTO & FLEET SERVICES INC  
2114 FREEDOM BLVD  
FREEDOM

CA 95019-0000

TORR, BRUCE  
PRESIDENT

CORPORATION NO 3090409

-- Non-Transferable - Post In Public View --

WBAXXX 12/31/07

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Robert Cotter, Manager of Maintenance

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH ALWAYS UNDER PRESSURE FOR PURCHASE AND INSTALLATION OF THREE INDUSTRIAL GRADE, FRONT-LOAD, AUTOMATIC, AQUEOUS PARTS WASHERS FOR AN AMOUNT NOT TO EXCEED \$49,001.10**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract with - Always Under Pressure for purchase and installation of three industrial grade, front-load, automatic, aqueous parts washers for an amount not to exceed \$49,001.10**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms for purchase and installation of three industrial grade, front-load, automatic, aqueous parts washers for the new maintenance building.
- Four firms submitted bids for METRO's review.
- Staff is recommending that a contract be established with Always Under Pressure for purchase and installation of three industrial grade, front-load, automatic, aqueous parts washers for an amount not to exceed \$49,001.10.

## III. DISCUSSION

The Maintenance Department has a need for industrial grade parts washers for cleaning bus parts during maintenance services. The units located at the Dubois shop are old and in need of replacement.

On November 4, 2009 METRO Invitation for Bid No. 10-06 was mailed to twelve firms, was legally advertised, and a notice was posted on METRO's web site. On December 2, 2009, bids were received and opened from four firms. A list of firms and a summary of the bids received are provided in Attachment A. Staff has reviewed all submitted bids.

Staff recommends that the Board of Directors authorize the General Manager to sign a contract with Always Under Pressure for purchase and installation of three industrial grade, front-load, automatic, aqueous parts washers for an amount not to exceed \$49,001.10. Contractor will provide all equipment, materials, and installation meeting all METRO specifications and requirements.

**IV. FINANCIAL CONSIDERATIONS**

Funds to support this contract are included in the FY10 Capital Budget for the MetroBase Maintenance Facility.

**V. ATTACHMENTS**

**Attachment A:** Summary of Bids Received

**Attachment B:** Contract with Always Under Pressure

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: December 2, 2009

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

**SUMMARY OF BIDS RECEIVED FOR METRO  
IFB NO. 10-06 FOR PURCHASE AND INSTALLATION OF  
THREE INDUSTRIAL GRADE, FRONT-LOAD,  
AUTOMATIC, AQUEOUS PARTS WASHERS**

<u>FIRM</u>	<u>TOTAL BID</u>
Always Under Pressure of San Jose, CA	\$49,001.10
Precision Cleaning Systems of Sacramento, CA	\$51,525.09
TEMCO of Oklahoma City, Oklahoma	\$87,006.00
Better Engineering Mfg., Inc. of Baltimore, MD	\$133,950.00

**CONTRACT FOR PURCHASE AND INSTALLATION OF  
THREE INDUSTRIAL GRADE, FRONT-LOAD, AUTOMATIC,  
AQUEOUS PARTS WASHERS (10-06 )**

THIS CONTRACT is made effective on January 1, 2010 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO "), and **ALWAYS UNDER PRESSURE** ("Contractor").

1. RECITALS

1.01 METRO 's Primary Objective

METRO 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 METRO 's Need for Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers

METRO requires the purchase of Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers to be used for standard purposes. In order to obtain said Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers , METRO issued an Invitation for Bids, dated November 4, 2009 setting forth specifications for such Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers . 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 Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers desired by METRO and whose principal place of business is 990 Lonus Street, San Jose, CA. Pursuant to the Invitation for Bids by METRO, Contractor submitted a bid for Provision of said Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers , which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On December 18, 2009 METRO selected Contractor as the lowest responsive, responsible bidder to provide said Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers . 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.

METRO 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 November 4, 2009 including Addendum No. 1 dated December 2, 2009.

b) Exhibit B (Bid Form)

Contractor's Bid Form to METRO for Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers , signed by Contractor and dated December 2, 2009.

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. METRO 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, METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$49,001.10, for satisfactory completion of all work under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the \$49,001.10 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by METRO 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 METRO (or any grantor of METRO, 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 METRO 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 METRO unless specifically allowed by this contract.

5. NOTICES

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

METRO

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

Attention: General Manager

CONTRACTOR

Always Under Pressure  
990 Lonus Street  
San Jose CA 95126

Attention: David R. Wyett

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 \_\_\_\_\_

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR—ALWAYS UNDER PRESSURE

By \_\_\_\_\_  
David R. Wyett  
President

Approved as to Form:

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

# **EXHIBT - A**

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**For Purchase and Installation of Three Industrial Grade,  
Front-Load, Automatic, Aqueous Parts Washers**

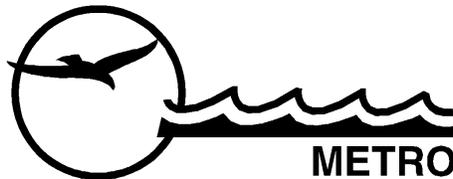
**METRO IFB No. 10-06**

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**Date Issued: November 4, 2009**

**Bid Deadline: 2:00 p.m., December 2, 2009**

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### **Contents of this IFB**

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

**PART I**

**BID FORM**

The undersigned ("Bidder"), upon acceptance by METRO, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers dated November 4, 2009 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.

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sales Tax (9.5 %)</b>	<b>Extended Price</b>
1.	Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers  Manufacturer/Model Offered:  _____	3 each			
2.	Freight Costs (Delivery Charges)	3 each			
3.	Labor Costs (Uncrate, Assembly, Installation, Testing, and Operational and Safety Training)	3 each			
4.	Description of Warranty Offered:				
5.	<b>Total Bid Price</b>				

Manufacturer/Model \_\_\_\_\_

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. METRO reserves the right to award bid items separately or as a package. METRO 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 METRO 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 METRO that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to METRO executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of METRO 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 METRO Board of Directors to accept or reject any or all bids received for any reason. METRO 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. METRO reserves the right to award to other than the lowest bidder if METRO 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, 370 Encinal Street, Suite 100, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 10-06**  
**"Bid for Purchase and Installation of Three Industrial Grade,**  
**Front-Load, Automatic, Aqueous Parts Washers "**  
**Bid Opening 2:00 p.m., December 2, 2009**

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.

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Company Name

Indicate:

Sole Proprietorship    Partnership    Corporation

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

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Street Address

---

City, State, Zip Code

---

Signature of authorized company official

---

Typewritten name of above and title

---

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

---

Telephone Number

FAX Number

---

Date

Federal Tax ID No.

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

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

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**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

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

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

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

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

OR

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

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

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

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

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

# BIDDER DBE INFORMATION

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

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

This information must be submitted during the initial negotiations with METRO. By submitting a proposal, offeror certifies that he/she is in compliance with METRO'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
			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 METRO at 370 Encinal Street, Suite 100, 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:** METRO 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 METRO'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 METRO 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 8.5 % of the total bid price. Federal Excise Tax, from which METRO 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 METRO 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 METRO 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, METRO, 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 METRO 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 METRO 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:** METRO 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 METRO. The right is reserved to reject any or all bids and to waive technical defects, as the interest of METRO may require. METRO 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 METRO within five (5) days of METRO demand, a detailed cost proposal. METRO 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 METRO in compiling and submitting detailed information for the cost and price analysis.
12. **EXPERIENCE AND QUALIFICATIONS:** The Bidder may be required upon request of METRO to prove to METRO's satisfaction that the Bidder is responsible. Criteria used by METRO 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 METRO 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. METRO 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, METRO 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 METRO in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to METRO Purchasing Office (370 Encinal Street, Suite 100, 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 METRO 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 METRO 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 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 METRO contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. **INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD:** Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the Purchasing Agent at (831) 426-0199.
20. **PREVAILING WAGES:** Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages for this project has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Department of Industrial Relations publication entitled General Prevailing Wage Rates, current edition, available by going to the world wide web at the following address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> . No laborer employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations.

21. PUBLIC RECORDS ACT:

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as “Trade Secret”, “Confidential” or “Proprietary”. METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to METRO marked “Trade Secret”, “Confidential”, or “Proprietary”. However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information.
- C. Under no circumstances, will METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold METRO harmless from all costs and expenses, including attorney’s fees, in connection with such actions.

## PART III

### SPECIFICATIONS FOR INDUSTRIAL GRADE, FRONT-LOAD, AUTOMATIC AQUEOUS PARTS WASHERS

#### 1. GENERAL DESCRIPTION

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The units specified below shall meet or exceed the minimum specifications provided herein. All units are to be delivered, installed and fully operational. Successful bidder shall also provide training to METRO personnel on the proper use and routine maintenance of any equipment supplied. All units shall be provided with startup supplies required for operation of the units and such supplies shall be included in the purchase price of the equipment. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

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

#### 2. SPECIFICATIONS FOR THREE EACH INDUSTRIAL GRADE, FRONT-LOAD, AUTOMATIC, AQUEOUS PARTS WASHERS

- 2.1 General.** Bids are required for the purchase, installation and training of METRO operating personnel for three (3) each front loading, commercial grade parts washers, each with a 36 inch turntable diameter, 48 inch working height, and 1,500 pounds turntable weight capacity. Units are to be delivered and installed at METRO's Maintenance Building located at 138 Golf Club Drive, Santa Cruz, California. Please note that this building is currently under construction and is expected to be completed by January 31, 2010. Award of contract for this procurement will be made at the December 18, 2009 METRO Board of Directors meeting. Contract should be established with successful contractor before January 1, 2010. Delivery and installation is desired the first week of February 2010.
- 2.2 Pump Size.** Pump to be a minimum of 5 hp and be of a vertical seamless design with the head of the pump to be submerged in the cleaning solutions.
- 2.3 Pump Output.** Pump must have a working output of 85 gallons per minute with a water pressure of 658 PSI.
- 2.4 Tank Size (Gallons).** Tank to have a minimum of 140 gallons and have adequate room between water level and the top of the tank to prevent spillage in case of foaming.
- 2.5 Roll-In-Door Design.** Roll in door to reduce foot print. Door seal must be of a mechanical design, no rubber seals.
- 2.6 Turntable Diameter.** Turntable to be a minimum of 36 inches, gear driven with fused breaker protection.
- 2.7 Working Height.** Working load height to be a minimum of 48" from top of turn table to spray nozzles.
- 2.8 Turntable Weight Capacity.** Load capacity is to be no less than 1500 lbs.

- 2.9 Drive System.** Turntable drive system must be of a positive drive design using a gear motor and gears. Not chain, belt or rubber tire drive. Gear motor to be protected by a fused breaker.
- 2.10 Integrated Debris Tray.** A removable debris tray that strains all wash water before it returns to the sump area is required. The debris tray must be above the water line of the tank.
- 2.11 Heat (Natural Gas).** Unit to have a minimum of 300,000 BTU intermittent ignition power gas burner. Gas train to include motor driven blower, electronic flame control and monitoring, and automatic fault shut down.
- 2.12 Electric Power.** 208/230/460 3 ph 230 volt/30 amps; 460 volt/15 amps
- 2.13 NEMA Rated Electrical Enclosures.** Electrical enclosures to be NEMA rated.
- 2.14 Electrical Components.** All electrical components must be UL listed or recognized. Wired in accordance with NFPA/UL 73 in regards to commercial color coded wiring, size of wire, overload protection, and use illuminated rocker switches.
- 2.15 Controls.** Controls must include the following, 60 minute wash timer, 12 hour heat timer.
- 2.16 Spray Nozzles.** Unit must use manufactured spray nozzles – not simply drilled holes in pipe.
- 2.17 Oil Skimmer.** An oil wheel skimmer with a minimum 12 inch diameter with stainless steel disc is required.
- 2.18 Low Water Shut Off.** A positive shut off device to lock out immersion heaters and pump if a low water condition is encountered.
- 2.19 Auto Water Fill.** Automatic water fill to maintain water level.
- 2.20 Two Channel Timer.** Two channel timer for heater and oil skimmer.
- 2.21 Mid Level “Swing Away” Spray Manifold.** Drop down mid level swing away spray bar for cleaning of short parts.
- 2.22 Flush Space Saver Design.** Pump and other components shall be mounted on the side of the unit to allow the washer to be placed up against a wall.
- 2.23 Filtration System:** Inline filter to be installed between the pump and the spray manifold to capture solids and extend the useful life of the cleaning solution. Bag canister style filter constructed of carbon steel with a stainless steel inner basket, 8 Inch in diameter and 30 inches long. Standard bag filters from 5 -600 microns. Canister lid to use positive locking screw type fasteners. Dual pressure gauges display both inlet and discharge line pressure.
- 2.24 Training.** Successful contractor shall provide training to METRO operating and maintenance personnel on the complete operation and maintenance of the install units.
- 2.25 Warranty.** Any unit offered shall have a minimum one (1) year parts and labor warranty. Bidder shall fully detail the warranty offered for any unit bid.
- 2.26 Maintenance.** Bidder shall provide all information and associated costs for annual maintenance on any unit bid.

## **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.

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

METRO 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 METRO upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever METRO determines that such termination is in METRO's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by METRO, 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 METRO in the manner, at the time, and to the extent directed by METRO all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case METRO 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 METRO, to the extent METRO may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to METRO and deliver in the manner, at the time, and to the extent, if any, directed by METRO 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 METRO; (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 METRO, 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 METRO, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to METRO 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 METRO 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 METRO 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 METRO has or may acquire an interest.

## 2.02 Termination for Default

- 2.02.01 METRO 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, METRO may procure, upon such terms and in such manner as METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to METRO, the Contractor shall be liable to METRO 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 METRO shall be considered to have been terminated pursuant to termination for convenience of METRO pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

The rights and remedies of METRO 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 METRO 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 METRO 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 METRO to evaluate any Contractor request for relief under this Article 3. METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. METRO shall notify the Contractor of its decision in writing. METRO'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 METRO 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. METRO 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 METRO 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 METRO 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 METRO (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 METRO 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 negligence, recklessness or willful misconduct 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 METRO and any insurance or self-insurance maintained by METRO 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 METRO.

#### 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 METRO.
- (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 METRO shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify METRO 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 METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.

#### 8. RESERVED

## 9. NO DISCRIMINATION

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

## 10. DISADVANTAGED BUSINESS ENTERPRISES

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

## 11. PROMPT PAYMENT

### 11.01 Prompt Progress Payment to Subcontractors

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

### 11.2 Prompt Payment of Withheld Funds to Subcontractors

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

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

METRO'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 METRO premises or distribute same to METRO employees.

### 13.05 Publicity

Contractor agrees to submit to METRO all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein METRO's name is mentioned or language used from which the connection of METRO'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 METRO.

### 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 METRO property, (2) ensure that its employees take appropriate protective measures, and (3) provide METRO's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on METRO property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify METRO 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 METRO; and any such action by Contractor without METRO'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 METRO. Any such action by Contractor without METRO'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 METRO 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 METRO premises or in a METRO vehicle.

#### 13.17 Responsibility for Equipment

13.17.01 METRO 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 METRO.

13.17.02 Contractor is responsible to return to METRO in good condition any equipment, including keys, issued to it by METRO pursuant to this Agreement. If the contractor fails or refuses to return METRO issued equipment within five days of the conclusion of the contract work METRO 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 METRO.

#### 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 METRO 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 November 4, 2009.

#### **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 METRO.

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 METRO. It is, and will be impracticable and extremely difficult to ascertain and determine the actual damage which METRO will sustain by reason of such delay; and it is therefore agreed that the Contractor shall pay to METRO 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, METRO 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 METRO 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 METRO 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 METRO'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 METRO the sum of \$100 per day as liquidated damages while such work disruption, slowdown or work stoppage is underway. As an independent and further remedy, METRO 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 METRO's opinion, within a reasonable period of time, METRO 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 METRO 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 PURCHASE AND INSTALLATION OF THREE INDUSTRIAL GRADE, FRONT-LOAD, AUTOMATIC, AQUEOUS PARTS WASHERS (10-06)

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 METRO 's Primary Objective

METRO 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 METRO 's Need for Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers

METRO requires the purchase of Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers to be used for standard purposes. In order to obtain said Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers, METRO issued an Invitation For Bids, dated November 4, 2009 setting forth specifications for such Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers. 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 Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers desired by METRO and whose principal place of business is \_\_\_\_\_. Pursuant to the Invitation for Bids by METRO, Contractor submitted a bid for Provision of said Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers, which is attached hereto and incorporated herein by reference as Exhibit B.

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

On \_\_\_\_\_, METRO selected Contractor as the lowest responsive, responsible bidder to provide said Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers. 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.

METRO 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 November 4, 2009.

b) Exhibit B (Bid Form)

Contractor's Bid Form to METRO for Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers , signed by Contractor and dated December 2, 2009.

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 METRO, this contract may be renewed for four (4) additional one (1) year terms under the same conditions and prices. METRO 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, METRO 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 thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the \$ \_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by METRO 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 METRO (or any grantor of METRO, 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 METRO 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 METRO unless specifically allowed by this contract.

5. NOTICES

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

METRO

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

Attention: General Manager

CONTRACTOR

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

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

SAMPLE  
CONTRACT

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 \_\_\_\_\_

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

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

By \_\_\_\_\_

Approved as to Form:

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

SAMPLE  
CONTRACT

## **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 METRO 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 METRO, 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, METRO 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 METRO 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 METRO to enter into such litigation to protect the interests of METRO, 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 METRO, 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 METRO 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 METRO 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 METRO 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, METRO 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 METRO (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 METRO if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

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

### 12.2 DBE Obligation

METRO and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, METRO and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. METRO 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 METRO 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. METRO'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 METRO 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 METRO.

#### 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

METRO 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 METRO, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when METRO 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. METRO 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, METRO, 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 METRO 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 METRO 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 METRO 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, METRO (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 METRO, 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. METRO 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, METRO 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.

METRO 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.

METRO 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 METRO 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 METRO or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by METRO 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

#### POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

#### APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

#### DEFINITIONS

**"Common Grant Rules"** refers to the Department of Transportation regulations "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

**"Interested Party"** means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

**"Protest"** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

**"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

**"Types of Protests"**: There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

## **STANDARDS.**

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at [financemanager@scmtd.com](mailto:financemanager@scmtd.com) . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO's administrative remedies before pursuing a protest with the FTA.

METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.

In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she 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 the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under METRO's protest procedure. Protest appeals should be filed with:

**Federal Transit Administration**  
Regional Administrator Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105-1839

Telephone: (415) 744-3133  
Fax: (415) 744-2726

## **METRO RESPONSIBILITIES TO FTA**

METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the

FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
  - (a) Have a value exceeding \$100,000, or
  - (b) Involve controversial matter, irrespective of amount, or
  - (c) Involve a highly publicized matter, irrespective of amount.
- b. Details: The following information about each Protest:
  - (a) A brief description of the Protest,
  - (b) The basis of disagreement, and
  - (c) If open, how far the Protest has proceeded, or
  - (d) If resolved, the agreement or decision reached, and
  - (e) Whether an appeal has been taken or is likely to be taken.
- c. When and Where: METRO will provide this information:
  - (a) In its next quarterly Milestone Progress Report, and
  - (b) At its next Project Management Oversight review, if any.
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

*Santa Cruz Metropolitan  
Transit District*



**ADDENDUM NO. 1**

**Santa Cruz Metropolitan Transit District Invitation for Bids (IFB)  
No. 10-06 For Purchase and Installation of Three Industrial  
Grade, Front-Load, Automatic , Aqueous Parts Washers**

**IFB DUE DATE: December 2, 2009 @ 2:00 PM, PST**

**Date of Addendum Issue: November 20, 2009**

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO) is providing the following clarifications, modifications, additions and / or deletions to the Invitation for Bids (IFB) No. 10-06 for Purchase and Installation of Three Industrial Grade, Front-Load, Automatic , Aqueous Parts Washers. This Addendum shall become a part of the original IFB as issued by METRO.

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

All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address [llongnecker@scmtd.com](mailto:llongnecker@scmtd.com).

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. **ADDENDUM CONTENT:** Addendum No. 1: A total of one (1) page
2. **CHANGES TO PREVIOUS ADDENDA:** (NONE)
3. **BIDDERS REQUESTS FOR CLARIFICATIONS:**

3.1 *QUESTION: What size gas lines are available for the parts washers?*  
**ANSWER: 1-1/4 inch.**

3.2 *QUESTION: What power will you have in the new facility to run these units. Which one would you like, the 230 Volt 3 phase, or the 460 Volt 3 phase? Both are shown on the bid specifications?*

**ANSWER: Power available in the new building will be:  
Low Panels – 120/208 volt (3 phase) 4 wire.  
Power to be 120/208 Volt/30 amps, 3 phase.**

3.3 *QUESTION Part III, Item 2.3 calls for the water pressure to be 658 psi. Should it be 65 psi?*  
**ANSWER: The water pressure should be 60 psi.**

4. **CHANGES TO IFB TERMS AND CONDITIONS:** (NONE)

**END OF ADDENDUM NO. 1**

Lloyd Longnecker  
Purchasing Agent

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117

METRO OnLine at <http://www.scmtd.com>

# EXHIBIT - B

## PART I

### BID FORM

The undersigned ("Bidder"), upon acceptance by METRO, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Purchase and Installation of Three Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers dated November 4, 2009 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	Sales Tax (9.5 %)	Extended Price
1.	Industrial Grade, Front-Load, Automatic, Aqueous Parts Washers  Manufacturer/Model Offered: <u>JRI F-3648</u>	3 each	14,460. <sup>00</sup>	1373.70	47,501.10
2.	Freight Costs (Delivery Charges)	3 each	500. <sup>00</sup>		1500. <sup>00</sup>
3.	Labor Costs (Uncrate, Assembly, Installation, Testing, and Operational and Safety Training)	3 each			N/C
4.	Description of Warranty Offered:  One year parts and labor Excludes service call fees and freight costs on warranty parts return				
5.	Total Bid Price				49,001.10

Manufacturer/Model JRI F-3648

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. METRO reserves the right to award bid items separately or as a package. METRO 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 METRO 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 METRO that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to METRO executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of METRO 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 METRO Board of Directors to accept or reject any or all bids received for any reason. METRO 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. METRO reserves the right to award to other than the lowest bidder if METRO finds that the lowest bidder is not responsible.

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

Addenda No.'s 1

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. 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, 370 Encinal Street, Suite 100, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 10-06**  
**"Bid for Purchase and Installation of Three Industrial Grade,**  
**Front-Load, Automatic, Aqueous Parts Washers "**  
**Bid Opening 2:00 p.m., December 2, 2009**



**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) Always Under Pressure certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

(Contractor) Always Under Pressure CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

David R. Myer President  
Signature and Title of Authorized Official

# F-31/F-36/F-42

## COMMERCIAL PARTS WASHERS!

The Finest Value In Commercial Cabinet Washers On the Market Today!

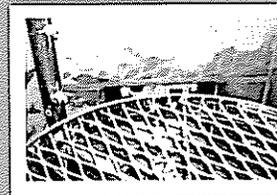


**F-36**

### FLUSH SPACE SAVER DESIGN!

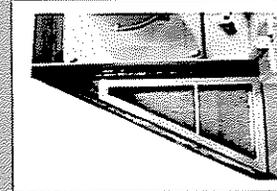
Side mounted pump and option shelf allows for an "up against the wall" design to save valuable floor space and does not intrude into walk ways or areas.

### SPROCKET DRIVEN TURNTABLE



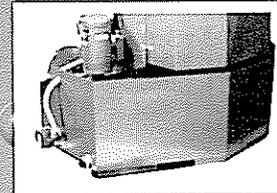
Our proven sprocket driven turntables are trouble free and eliminate slippage that occurs on chain, belt, friction, or tire driven systems.

### INTEGRATED DEBRIS TRAY



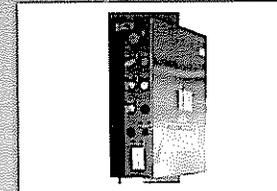
This convenient integrated lift out design is easy to clean and keeps debris out of the tanks and pumps.

### PREMIUM COMPONENTS



Vertical sealless pumps provide low maintenance and reduced failures when compared to other manufacturers pumps. F-Series washers only use real nozzles vs holes drilled in plumbing.

### INTEGRATED CONTROL PANEL



A cleverly designed integrated electrical control panel saves even more space and houses industrial grade controls.

A Green Planet! A Green Solution for a Green Planet!



BY: JRI INDUSTRIES  
[www.JRIindustries.com](http://www.JRIindustries.com)  
**800-524-WASH**

# F-Series

## Commercial Parts Washers

### Controls:

Wired in accordance with NFPA/UL73 in regards to:

- Commercial color coded wiring
- Size of wire
- Overload protection
- Illuminated rocker switches and definite purpose

### Specifications:

- Brass V-Jet nozzles
- Mechanical door seal to eliminate leaks
- Gear driven turntable with fused breaker protection
- Integrated fork access points for ease of movement
- Heating elements installed on side of machine for ease of access

### Standard Equipment:

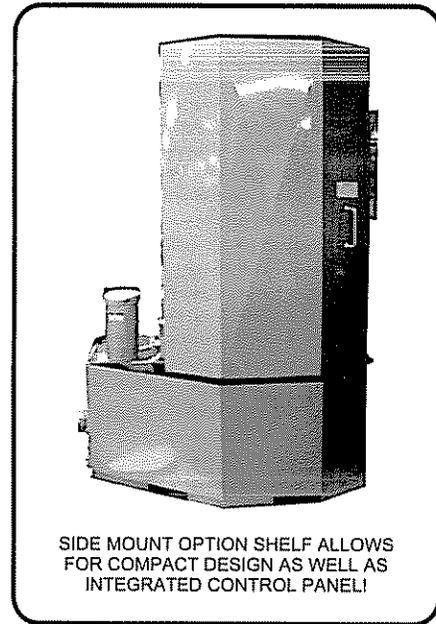
- 12" Stainless steel disc oil skimmer
- 60 minute wash timer
- Swing down spray bar
- Integrated debris tray w/basket
- Low water shut-off system
- Overfill drain

### Optional Equipment:

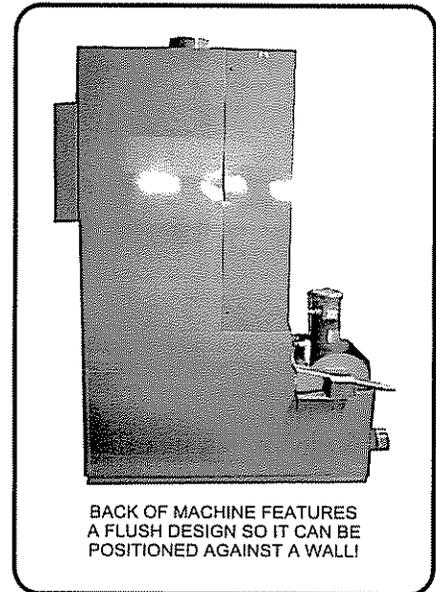
- Roll in door to decrease required footprint
- Roll out turntable to provide overhead loading access
- Single channel 7-day programmable timer for heat control
- Double channel 7-day programmable timer for heat and oil skimmer
- Auto water fill to maintain water level
- Parts baskets: 12" x 12" x 6" tall w/lid and 15" Dia x 6" tall w/out lid
- Parts trees: 21" dia w/15 limbs and 30" dia w 20/limbs
- Hydro Spray Wand - Utilizes customer supplied shop air to propel heated cleaning solution through a hand held sprayer
- Steam exhaust fan
- More options available

### F-Series Front Loaders

	Turntable Dia	Working Height	Weight Capacity	Solution Capacity	Pump	Pump Performance	Heat
F-3142	31	42	1000 lbs	75 Gal	3HP Vertical	35GPM @ 50 PSI	9KW
F-3648	36	48	1500 lbs	120 Gal	5HP Vertical	85GPM @ 58 PSI	12KW
F-4260	42	60	2000 lbs	175 Gal	7.5HP Vertical	120GPM @ 68 PSI	18KW

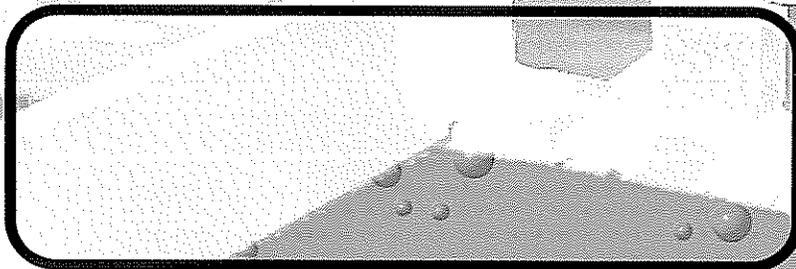


SIDE MOUNT OPTION SHELF ALLOWS FOR COMPACT DESIGN AS WELL AS INTEGRATED CONTROL PANEL!



BACK OF MACHINE FEATURES A FLUSH DESIGN SO IT CAN BE POSITIONED AGAINST A WALL!

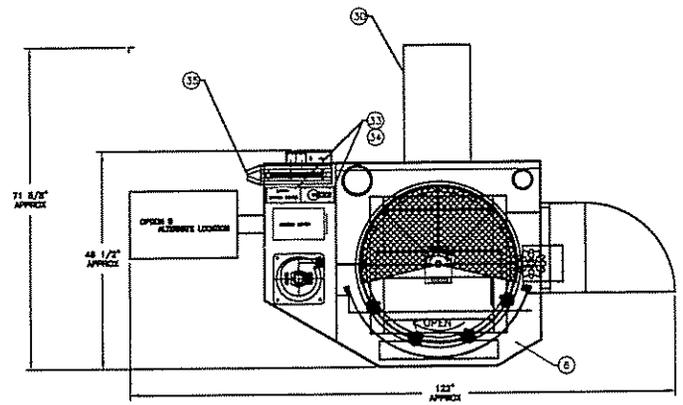
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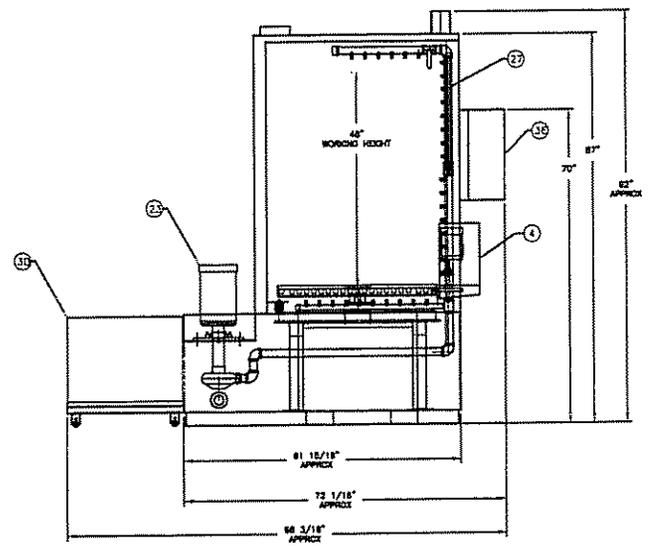
BY: JRI INDUSTRIES  
[www.JRIindustries.com](http://www.JRIindustries.com)

800-524-WASH

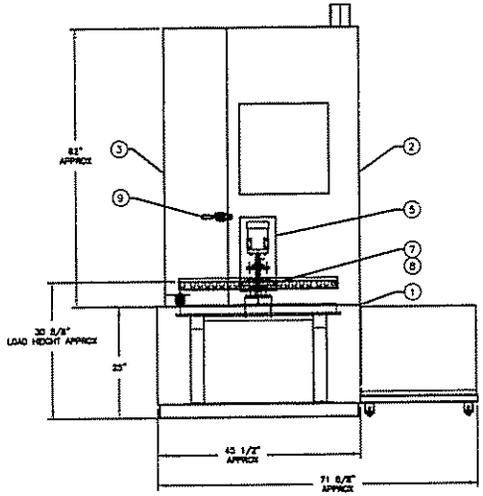




PLAN VIEW



FRONT VIEW



RIGHT SIDE VIEW

- NOTE:
- 1 SPRAY BARS NOT SHOWN IN ANGLED POSITION IN SIDE VIEW FOR CLARITY.
  - 2 ELECTRICAL CONTROLS AND WIRING NOT LISTED FOR CLARITY.

REV	DESCRIPTION	DATE	APPROVED

1	400V 3PH	A	1
2	200V 3PH	A	1
3	300V 3PH	A	1
20	ELECTRIC POWER		
21	OIL SKIMMER WITH 1/2\"/>		
24	WATER FILL ASSEMBLY, 80-100	A	1
25	AUTOMATIC WATER FILL OPTION		
26	LOW WATER SHUT-OFF ASSEMBLY, 80-100	A	1
27	LOW WATER SHUT-OFF OPTION		
28	BASKET OPTION	A	1
29	NATURAL GAS HEAT		
30	SPRAY MANIFOLD ASSEMBLY WITH SWING AWAY SPRAY BAR	A	1
31	STANDARD LOWER PLUMBING		

REV	DESCRIPTION	DATE	BY	CHK

PARTS LIST		JOB NUMBER		JOB NO.	
9	LATCH ASSEMBLY				
10	SWING SHIRT				
11	SPRINKLER, 1/2\"/>				
12	COVER ACCESS PLATE				
13	MOTOR COVER PLATE				
14	SWING MANIFOLD ASSEMBLY				
15	COVER ASSEMBLY				
16	LOWER PLUMBING ASSEMBLY, 8\"/>				
17	SWING SHIRT ASSEMBLY				
18					

THIS DRAWING OR OTHER DOCUMENT CONTAINS PROPRIETARY INFORMATION OF JRI HOLDINGS, INC. AND IS NOT TO BE USED, REPRODUCED, OR DISCLOSED WITHOUT EXPRESSED WRITTEN PERMISSION OF JRI HOLDINGS, INC.

DATE	BY	APP	CHK	DATE	BY	APP	CHK

JRI Holdings, Inc  
 10000 W. 10th Ave  
 Denver, CO 80202  
 303-750-1000

**JRI Industries**  
**Automatic Parts Washer**

<b>Model F-3648</b>	<b>Specifications</b>	<b>Comments</b>
"Roll in Door" with mechanical seal		Roll in door to reduce foot print, no hinged or swing out doors. Door seal must be of a mechanical design, no rubber seals
Turntable Diameter	36 inch	Turntable to be a minimum of 36 inches
Working Height	48 inches	Working load height must be a minimum of 48" from top of turn table to spray nozzles
Turntable Weight Capacity (lbs)	1500	Load capacity is to be no less than 1500 lbs.
Drive System	Gear driven (direct)	Turntable drive system must be of a positive drive design using a gear motor and gears. Not chain, belt or rubber tire drive. Gear motor to be protected by a fused breaker.
Pump Size	5 HP	Pump to be a minimum of 5 hp and be of a vertical sealess design with the head of the pump to be submerged in the cleaning solutions. No close coupled sealed type pumps.
Pump Output	85 GPM/60 PSI	Pump must have a working pressure of 85 gallons per minute with a water pressure of 658 PSI.
Tank Size (gallons)	140	Tank must have a minimum of 140 gallons and have adequate room between water level and the top of the tank to prevent spillage in case of foaming.
Flush Space Saver Design		Pump and other components must be mounted on the side of the unit to allow the washer to be placed up against a wall.
Integrated Debris Tray		A removable debris tray that strains all wash water before it returns to the sump area is required. The debris tray must be above the water line of the tank.
Heat	Natural Gas	Unit to have a minimum of 300,000 BTU intermittent ignition power gas burner. Gas train must include motor driven blower, electronic flame control and monitoring, and automatic fault shut down.
Electric Power	208/230/460 3 ph	230 volt/30 amps; 460 volt/15 amps
NEMA rated electrical enclosures		Electrical enclosures to be NEMA rated.
Electrical Components		All electrical components must be UL listed or recognized. Wired in accordance with NFPA/UL 73 in regards to commercial color coded wiring, size of wire, overload protection, and use illuminated rocker switches
Controls		Controls must include the following, 60 minute wash timer, 12 hour heat timer
Spray Nozzles		Unit must use manufactured spray nozzles – not simply drilled holes in pipe

### **Standard Features**

Oil Skimmer	Yes	An oil wheel skimmer with a minimum 12 inch diameter with stainless steel disc is required.
Low Water Shut Off	Yes	A positive shut off device to lock out immersion heaters and pump if a low water condition is encountered
Mid level "swing away" spray manifold	Yes	Drop down mid level swing away spray bar to improve cleaning of short parts.

### **Available Options**

- Auto Water Fill
  - Filtration Systems (Bag Filters)
  - Steam Exhaust
  - Parts Baskets & special fixtures
  - Upgrade Heat or Pump
  - 24 Hr / 7 day Heat Timer
  - 24 Hr / 7 day Heat & Oil Skimmer Timer
- single channel timer  
double channel timer

**NO WARRANTIES TO CONSUMERS:**

JRI makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

**CROSS REFERENCE INFORMATION:**

Product cross-reference comparison does not imply that all products compared are available, or in the case of functional equivalency, that performance and other characteristics are perfectly comparable. For critical applications, review specifications prior to purchase.

**OSHA HAZARDOUS SUBSTANCE AND CALIFORNIA PROPOSITION 65  
PRODUCT INFORMATION**

Material Safety Data Sheets (MSDS) for OSHA define hazardous substances and a list of products known to the state of California to cause cancer or reproductive harm is available upon request.

The information and recommendations contained on the MSDS supplied by the manufacturer is considered to be accurate and reliable. JRI however, makes no warranty with respect of the accuracy of reliability of the information or the suitability of the recommendations. JRI disclaims any and all liability to any user thereof.

**GENERAL SAFETY**

Proper steps have been taken to provide protection against injury to operators of JRI equipment. JRI cannot be held responsible for either personal injury or property damage sustained through the normal operation or use of JRI equipment, or proper waste removal and disposal. Proper waste removal and waste disposal are the responsibility of the operator—please adhere to State & Federal regulations and guidelines.

# **JRI Industries, (JRI) Limited Warranty**

## **Aqueous Parts Washers**

All JRI aqueous parts washers are warranted by JRI to be free from defects in material and workmanship under normal use, for the periods specified below. The Limited Warranty is subject to the exclusions shown below and is calculated from the date of the original invoice (shipment) from JRI; and applies to the original components only. Any parts replaced under this warranty will assume the remainder of the parts' (ONLY) warranty period remaining from the original Purchase date of the machine.

JRI Warrants their machines to be free from defects in workmanship and material provided a written claim is made within that time. This warranty covers only limited replacement parts (no labor). This warranty does not cover damage or defect caused by shipping, operator error, lack of proper maintenance, abnormal use of the machine.

### **WARRANTY SERVICE**

If your machine ceases to function properly, the purchaser must contact the JRI factory immediately for technical assistance. JRI Technical Service will work with the customer to diagnosis the problem and the recommended corrective action.

For defective parts, a return authorization number is provided by JRI prior to the part being returned or repaired. Parts are to be returned per JRI instructions, freight pre-paid; JRI will send a replacement part as soon as possible and JRI will invoice for the part and freight. Credit will be issued by JRI for the part once it is determined that the part is defective in workmanship or material.

*(NOTE: Parts must be returned to JRI within 30 days from the date of the return authorization.)*

For defective workmanship, JRI will confirm the cause of the failure is due to factory defect. JRI Technical Service will work with the customer to diagnosis the problem and the recommended corrective action. If required, JRI will dispatch Service Technicians for repairs.

Proper steps have been taken to provide protection against injury to operators of JRI equipment. JRI cannot be held responsible for either personal injury or property damage sustained through the operation or use of JRI equipment. Proper waste removal and waste disposal are the responsibility of the operator—please adhere to State & Federal regulations and guidelines.

**THE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**ONE YEAR PARTS WARRANTY:**

All components and accessories excluding normal wear items.

**WARRANTY PROVIDED BY OTHER MANUFACTURERS:**

Motors, Heaters, Blowers, etc which are warranted by their respective manufacturers, are returned to the manufacturer for evaluation. **JRI relies on the decision of the manufacturer regarding warranty claims.**

**THIS WARRANTY DOES NOT COVER**

1. Damage or malfunctions resulting from accidents, abuse, modifications, alterations, incorrect installation.
2. Damage due to freezing, chemical deterioration, scale build up, or corrosion.
3. Damage to components from fluctuations in electrical or water supply.
4. Normal maintenance service, including adjustments, system cleaning, and clearing of obstructions.
5. Transportation to service center, down time, freight damage, travel time, or diagnostic time.
7. Damage due to the use of improper chemicals.
8. Labor
9. Normal wear items, such as nozzles, bearings, seals, filters, gaskets, o-rings, fuses, oil-skimmer wheels, & heating elements

**LIMITED WARRANTY**

All products sold are warranted by JRI only to purchasers for resale or for use, against defects in workmanship or materials under normal use for one year after date of purchase (shipment) from JRI. Any part which is determined by JRI to be defective in material or workmanship and returned to JRI, shipping costs pre-paid, will be repaired or replaced, at JRI option.

**WARRANTY DISCLAIMER:**

JRI has made a diligent effort to illustrate and describe the products it manufactures, however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable, or fit for a particular purpose, or that the product will necessarily conform to the illustrations or descriptions. No warranty, or affirmation of fact, expressed or implied, other than as set forth in the limited warranty statement above is made or authorized by JRI.

**LIMITATION OF LIABILITY:**

Any liability for consequential and incidental damages is expressly disclaimed. JRI's liability in all events is limited to, and shall not exceed; the purchase price paid for parts only

**Non - WARRANTY SERVICE**

If your machine ceases to function properly, the purchaser can contact the JRI factory immediately for technical assistance.

For defective parts, JRI can supply replacement parts and wear components. JRI will send the replacement part as soon as possible and JRI will invoice for the part and freight.

For repairs, JRI Technical Service will work with the customer to diagnosis the problem and the recommended corrective action. If required, JRI will dispatch Service Technicians for repairs.

**INSTALLATION SERVICE**

JRI provides on-site set-up and installation service as required by the purchaser. JRI Technical Service can support during installation, set-up, and testing of the machine.

Daily rates can be included in the initial agreement or contracted separately.

**PROMPT DISPOSITION:**

JRI will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within the warranty period. Before returning any product, write or call JRI, provide model and serial numbers and the date of the original invoice, and describing defect. Title and risk of loss pass to buyer on delivery to the common carrier. If product was damaged in transit, recipient must file claim with carrier.

**PRODUCT SUITABILITY:**

Many states and localities have codes and regulations governing sales, construction, installation, and/or in neighboring areas. While JRI attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulation, and be sure that the product, installation, and use will comply with them.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF THE 2010 FEDERAL LEGISLATIVE ADVOCACY PROGRAM**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt the proposed METRO 2010 Federal Legislative Advocacy Program attached to this staff report.**

## II. SUMMARY OF ISSUES

- Elected officials at the federal level support the goals established by the METRO Board of Directors when the Legislative Program is presented to them early in the legislative process.
- In 2010, the second session of the 111<sup>th</sup> Congress will appropriate transit funds for Federal FY 2011. The FY 2011 Transportation Appropriations Bill will require an Authorization action in order to become law as legislative action will occur after the September 30, 2009 expiration of the SAFETEA-LU Authorization Bill, that has currently been extended to December 18, 2009.
- As costs related to federally mandated complimentary paratransit continue to rise, Staff recommends that METRO continue to advocate for funding at the federal level to assist in offsetting these expenses.
- Transit financing needs will continue to increase in future years. In order maximize the federal capital and operating formula find that we receive Staff recommends that METRO advocate for the transit program funding levels to increase to a level beyond the last the full authorized level of \$10.3 billion in 2009 to a new level of \$11.5 billion in 2011.
- The current SAFETEA-LU Authorization Bill expired on September 30, 2009. Staff has participated actively with the American Public Transportation Association Authorization Task Force to develop recommendations (attachment B) for a new Authorization Bill. Staff recommends that METRO urge Members of Congress to enact a new Authorization Bill as soon as possible that embodies the recommendations developed by the APTA Authorization Task Force.

## III. DISCUSSION

In 2010, Congress will appropriate funds for federal FY 2011. The federal formula funds that METRO receives to offset operating and capital expenses are derived from the annual appropriations bill. The FY 2011 Transportation Appropriations Bill will require an

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Authorization action in order to become law as the current SAFETEA-LU Authorization Bill has expired.

It is likely that federally mandated ADA Paratransit costs will increase in future years. Staff recommends that METRO advocate for supplemental federal capital and operating funds to assist in supporting the costs of the ADA-mandated complimentary Paratransit.

The current SAFETEA-LU Authorization Bill expired on September 30, 2009. Staff has participated actively with the American Public Transportation Association Authorization Task Force and has developed recommendations (attachment B) for a new Authorization Bill. Staff recommends that METRO urge Members of Congress to enact a new Authorization Bill as soon as possible that embodies the recommendations developed by the APTA Authorization Task Force.

Staff recommends that METRO advocate that any Authorization Bill extension must include the provisions supporting the Small Transit Intensive Cities funding program. Staff recommends that METRO support the formula modifications contained in the Draft House Surface Transportation Authorization Act (STAA) for urbanized areas under 200,000 in population whereby communities with higher ridership receive additional federal formula funds.

In order to effectively advocate for the goals contained in the proposed 2010 Federal Legislative Program, it will take the concerted efforts of members of the Board of Directors, staff, other community leaders and citizens to communicate our needs to our members of Congress as well as the continued efforts of CapitalEdge Advocacy, LLC (formerly Carolyn Chaney and Associates) in Washington DC.

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

Funding necessary for travel to Washington, DC and other APTA Legislative Committee meetings is included in the 2009/2010 METRO operating budget. Additionally, funds necessary to support the services of contracted legislative advocates are included in the METRO budget.

#### **V. ATTACHMENTS**

- Attachment A:** Proposed Santa Cruz Metropolitan Transit District 2010 Federal Legislative Program.
- Attachment B:** APTA Recommendations on Federal Public Transportation Authorizing Law.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
2010 FEDERAL LEGISLATIVE PROGRAM**

**Federal Goals:**

1. Support the appropriation of federal transit funds at the maximum amount provided in the current Authorization Extension Bill and any successor legislation. Resist efforts to single out specific states for lower transit funding levels.
2. Advocate for the passage of a new Authorization Bill that encompasses the provisions outlined and adopted by the American Public Transportation Association, including the extension of the Small Transit Intensive Cities Program (STIC).
3. Support efforts to obtain funding for operating and capital costs to meet the increasing service requirements of ADA Paratransit (ParaCruz).
4. Advocate for passage of the FY 2011 Transportation Appropriations Bill in a timely manner, and in no case later than October 1, 2010.

APTA  
Recommendations  
on Federal  
Public Transportation  
Authorizing Law  
*Post SAFETEA-LU – Transportation for  
the Future*

Approved by the  
American Public Transportation Association  
Legislative Committee

September 12, 2008



AMERICAN  
PUBLIC  
TRANSPORTATION  
ASSOCIATION

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## Table of Contents

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<b>Statement of National Purpose .....</b>	<b>2</b>
Choice, Freedom, Mobility Options, Independence.....	2
America's Transportation Future .....	4
Investment Strategies.....	5
<b>Principles to Guide APTA's Recommendations.....</b>	<b>7</b>
<b>Funding and Finance Recommendations.....</b>	<b>9</b>
Existing Program Funding.....	9
New Program Funding.....	10
<b>Specific Program Structure Recommendations .....</b>	<b>12</b>
<b>Specific Policy Recommendations.....</b>	<b>19</b>
<b>Funding Table .....</b>	<b>25</b>

DRAFT/September 2008

**STATEMENT OF NATIONAL PURPOSE  
A Vision for Public Transportation**

*We live in an age disturbed, confused, bewildered, afraid of its own forces, in search not merely of its road but even of its direction. There are many voices of counsel, but few voices of vision . . .*

Woodrow Wilson, Princeton University, 1907

APTA's vision is that America will lead the world in supporting and sustaining a pre-eminent transportation system. To that end, the federal government must continue to play its key investment role in our nation's transportation infrastructure – as it has done when needed since the early days of the nation.

APTA's TransitVision 2050 initiative foresees current trends leading to an extensive multimodal transportation system. Over time, integration of transportation policy with energy and environmental policy has caused transportation decisions to become more focused on outcomes such as sustainability, quality of life, and long-term economic health and competitiveness.

On the national level, public transportation supports America's goals and policies, including spurring economic activity, enhancing competitiveness in the global marketplace, reducing dependence on foreign oil, reducing climate-changing greenhouse gases, and providing critical responses in emergencies. On an individual level, public transportation saves money, reduces the carbon footprint of households, and provides people with choices, freedom, and opportunities.

Authorization of federal surface transportation programs should be directed by two overarching issues, the federal role and purpose in transportation and a vision that can direct transportation policy for the coming decades. For its part, public transportation needs to be viewed and understood based on its contribution to meeting these stated national goals. For the federal purpose we need look no further than our Constitution. Among its fundamental duties the federal government is directed to promote both commerce and the common good of its residents. These same two purposes are the core functions of our surface transportation system.

**CHOICE, FREEDOM, MOBILITY OPTIONS AND INDEPENDENCE**

Americans make their travel choices on the basis of smart and logical decision-making. In places where accessible, high quality public transportation services exist, a high percentage of the traveling public uses the service. When it doesn't, they don't.

In 2007, people took more than 10 billion trips on public transportation, the highest ridership level in 50 years. Much of this growth is attributable to the transportation infrastructure investments provided in the three most recent federal surface transportation bills, ISTEA (1991), TEA 21 (1998), and SAFETEA-LU (2005).

But many Americans do not have adequate transportation choices. A recent survey conducted by the U.S. Department of Housing and Urban Development and the U.S. Census Bureau, found that only 54 percent of American households have access to public transportation of any kind.

While America continues to boast the world's best overall transportation system, the system is showing signs of severe stress, so making investments in our nation's physical infrastructure will be critical to our ability to sustain strong economic growth in future years.

To ensure that Americans have the public transportation choices they want – and need – and to ensure that they can access the range of educational, vocational, social, and recreational opportunities awaiting them, a national transportation policy for the future must recognize several irrefutable facts. Public transportation benefits everyone- both riders and non riders.

**Public transportation is an essential partner in our national strategy for energy independence and climate change.** New research calculates that current levels of public transportation service reduce petroleum consumption directly and indirectly by 4.2 billion gallons of gasoline each year. This is the equivalent of 900,000 automobile fill-ups each day. Currently, there are more than 6,400 providers of public and community transportation offering Americans freedom, opportunity, and the choice to travel by means other than a car, but most only offer minimal service.

**Public transportation contributes to the growth of a strong economy.** It is estimated that every \$10 million in capital investment in public transportation yields \$30 million in increased business sales, and that every \$10 million in operating investment in public transportation yields \$32 million in increased business sales. Further, every \$1 taxpayers invest in public transportation generates \$6 in economic returns.

**Public transportation dramatically reduces traffic congestion.** Simply put, congestion results in lost time and wasted fuel. According to a 2007 Texas Transportation Institute report, congestion costs America \$78 billion in lost time and productivity. Public transportation saved 541 million hours in travel time and 340 million gallons of fuel. Without public transportation, congestion costs would have been an additional \$10.2 billion.

**Public transportation should be part of our central strategy for ensuring clean air and the health of our residents.** Reduced air pollutants and improved personal health and fitness are core American goals – and public transportation provides key contributions to making these goals a reality. A new APTA study prepared by Science Applications International Corporation (SAIC) found, for example, that it takes just one commuter switching from daily driving to using public transportation to reduce the household carbon footprint by 10 percent. If that household driver gives up the second car and switches to public transportation for all solo travel, the household can reduce its carbon emissions up to 30 percent, which is a greater reduction than if the household gave up use of all electricity.

**Public transportation delivers essential health and human services to people from all walks of life.** Public transportation helps older Americans and persons with disabilities improve mobility, plus it provides lifelines to public transportation-dependent persons in urban, suburban, and rural areas. In many areas there is a need for more service. African-Americans, Latinos, Asian-Americans, and households with no cars are more heavily affected by inadequate transportation options than other groups. Public transportation service is available to only 54 percent of American households.

**Public transportation provides mobility for our aging society.** Over the next two decades, America's baby boomers will reach retirement age, with the U.S. Census Bureau projecting the number of Americans age 65 or older to double to more than 70 million by 2030. In a 2005 White House

Conference on Aging, mobility for older Americans was ranked the third most important issue on a 73-item list – ahead of Medicare reform. While the dimensions of this shift have been widely discussed, America remains ill-prepared to address the mobility needs of older Americans.

More than 50 percent of non-drivers age 65 and older stay home on any given day partially because they lack public transportation options. Older non-drivers have a decreased ability to participate in the community and the economy, making 15 percent fewer trips to the doctor, 59 percent fewer shopping trips and restaurant visits, and 65 percent fewer trips for social, family and religious activities. Public transportation can enable individuals to age in place, thus allowing them the prolonged fulfillment and satisfaction of living in their own homes while at the same time requiring only one-fourth as many resources than if they were living in an institution.

**Public transportation investments are critical to America's homeland security and civil defense.** The interstate highway system was begun by President Eisenhower in 1956 in part as a national defense program. Today, public transportation systems often provide an important way to avoid or flee from potentially catastrophic events. Public transportation regularly provides critical support to first responders by delivering emergency equipment and supplies, ferrying emergency response personnel, and controlling access to and from disaster sites. A prime example of this occurred on September 11, 2001, when public transportation in New York City, New Jersey, and Washington, D.C. helped evacuate residents to safety.

**Public transportation promotes sustainability.** Public transportation promotes the practices and principles of livable communities and sustainable development. As our urban areas continue to grow it is important to realize that public transportation acts as a catalyst for promoting compact, connected and mixed-use development. These things make the provision of all transportation, and public services and facilities more efficient and effective while simultaneously helping achieve energy and environmental goals. At the household level use of public transportation is one of the most significant things individuals can do to reduce their own carbon footprint.

## **AMERICA'S TRANSPORTATION FUTURE**

America's population is growing at an unprecedented rate. A 2006 cover story in USA Today that asks: "Where will everybody live?" noted that the U.S. added 100 million people in the past 39 years, and by 2040, will add another 100 million, producing a population total of over 400 million.

If we Americans are to have true transportation choices that accommodate this extraordinary growth we must design a long term investment and policy strategy to provide transportation choices. APTA's vision? Nothing less than this:

*"In 2050 America's energy efficient, multi-modal, environmentally sustainable transportation system powers the greatest nation on earth."*

To achieve this goal, partnerships are critical. In conjunction with revenues from passenger fares, public transportation programs are funded by federal, state and local governments, partnerships that have successfully helped expand public transportation and make a positive difference throughout the country.

Public policy needs to fully recognize the benefits of public transportation – so that all Americans can have the access, mobility, and quality of life public transportation provides in the years ahead.

As we have seen, among its many benefits, public transportation:

- Reduces our dependence on insecure and expensive foreign oil – public transportation use saves the equivalent of 900,000 automobile fill-ups each day.
- Improves public health and helps the environment – public transportation fosters a more active lifestyle, encouraging more people to walk, bike, and jog to public transportation stops.
- Promotes affordable travel – a two-adult household that gives up 1 car to utilize public transportation saves \$9,596.
- Improves safety – using public transportation is 25 times safer than travelling by car.

## **INVESTMENT STRATEGIES**

America must expand the number of communities with light rail and streetcar service, commuter rail, bus rapid transit, fixed route bus service, and paratransit services. We can improve the quality of rail systems struggling with system delay due to aging infrastructure and heavy passenger loads, and we can enhance the quality of bus systems in numerous communities. We can ensure that people in rural communities receive public transportation service, service that often serves as a lifeline for those without access to an automobile. In both rural and metropolitan areas, mobility services come in a variety of forms, and the full array of travel options must be known and understood by the public. In short, we can – and we must – provide the public with a quality system that provides real choices.

For example, in the Portland, Oregon metropolitan area, officials invested in changes that made high-quality public transportation options widely available. As a result, Portlanders' per capita use of public transportation today is over 50% higher since the investments began 25 years ago.

When the federal government invests in public transportation funding it receives a 6-fold return on its investment, in both public and private benefits.

## **CONCLUSION**

Experience has shown that investing in our nation's transportation infrastructure is vital to maintaining our mobility, our quality of life, and our economic competitiveness.

Future generations will salute our foresight in discussing, planning, and investing in public transportation just as we benefitted from investments made by earlier generations.

The decisions we make about our transportation system must of necessity be bold and forward thinking, very much like those 50 years ago that led to the national interstate system.

The American Public Transportation Association therefore strongly promotes these overarching ideas:

- By 2015, high capacity, high quality, energy efficient, environmentally responsible public transportation systems should be in place in every metropolitan region in America, and a choice of travel options should be available for all Americans in all areas.
- Investment in public transportation should provide the capacity and availability to enable public transportation ridership to more than double in the next 20 years to over 20 billion trips annually and to reach at least 50 billion by 2050.
- Public transportation should be an integral element of any national strategy to promote energy independence, improve air quality, address climate change, and provide mobility choices. The public transportation industry should lead the world in the use of green, sustainable technologies.
- Public transportation should continue its role as a strong national defense partner in providing for our homeland security through providing emergency mobility options and a means of reducing our dependence on foreign oil and the consequent money sent to unstable parts of the world.

As we look to the future, to a strong, healthy, prosperous America, we see that vital, capable, comprehensive public transportation systems are – and must remain – an integral part of our country’s mobility strategy.

Such systems contribute to an enhanced quality of American life – from conservation of energy and resources, to improved air quality and health, to critical support during emergencies and disasters, to helping address the climate crisis.

The TransitVision 2050 initiative sees each federal surface transportation bill as a step toward a new, long-term direction. Future generations will feel indebted that the new direction launched in 2009 crafted a blueprint for a better, stronger nation.

Public transportation is on the move in the 21<sup>st</sup> century. More and more people each day move with it, discovering the many diverse benefits of traveling on the nation’s public buses, trains, subways, trolleys, ferries, and vans.

**Principles to Guide APTA's  
Recommendations for the Next  
Highway and Public Transportation Authorization Bill**

Public transportation can help to ensure a secure and sustainable future for America. For the last half century, America's national transportation vision focused on building a system of interstate roads to connect the geography of the nation. The next 50 years need to focus on travel options which connect people and enable prosperity in America's bustling economic growth centers. Just as the interstate highway system resulted from federal policy and participation, future transportation options will also require the continuation of that leadership.

The federal public transportation program should promote increased public transportation ridership and provide the necessary resources to achieve national goals to reduce greenhouse gas emissions and conserve limited energy resources. It should also offer increased investment in sustainable practices within the public transportation industry. By promoting energy efficient public transportation vehicles and facilities and encouraging efficient land use near public transportation routes, Congress can enhance the environmental and fuel conservation benefits that result from public transportation, and help individuals, and therefore the nation, reduce their carbon footprints.

- 1) Congress should authorize a significant increase in the federal public transportation program, with a total investment of no less than \$123 billion over the six year authorization period, with a goal of meeting at least 50% of the estimated \$60 billion in annual capital needs by the end of the authorization period and to support a projected doubling of ridership over the next 20 years.
- 2) Public transportation funding guarantees should be strengthened to ensure that authorized funds are appropriated each year to allow for the long-range planning, financing, and leveraging needed to advance necessary investment in public transportation capital projects and preserve and maintain the existing public transportation infrastructure in a "state of good repair."
- 3) Congress should take necessary steps to restore, maintain and increase the purchasing power of the federal motor fuels user fee to support a significant increase in the federal investment for the public transportation program.
- 4) Congress should promote the development of revenue generated from innovative financing mechanisms, such as public private partnerships, tolling and congestion pricing to supplement current revenue streams. Future federal energy and climate change legislation should be used to supplement – not substitute – funding provided through the federal highway and public transportation authorization legislation.
- 5) The federal public transportation program should retain no less than an 80% federal match ratio for all capital public transportation projects, including the New Starts program.
- 6) Congress should preserve a "needs based" approach to the distribution of funds under the federal public transportation program which builds on the current program structure and begins to address unmet program needs.

- 7) Congress should create incentives to increase state and local investment levels in public transportation.
- 8) Federal authorizing legislation for federal highway and public transportation investment should ensure that public transportation programs receive no less than 20% of all federal funds invested in surface transportation infrastructure.
- 9) Congress should simplify and streamline the current federal grant approval process to speed project delivery and reduce costs.
- 10) The federal public transportation program should recognize the cost of compliance with federal requirements and provide capital and operating assistance to meet those requirements and to help public transportation providers address costs which are beyond their ability to control. Federal law should also encourage state, local and private sector support for such expenses.
- 11) The federal public transportation program should support greater investment in research and development programs that will enhance service delivery, promote "best practices" through technical standards, and increase the operational efficiency of transportation systems.
- 12) The federal public transportation program should provide program funding to promote workforce development and career opportunities in the public transportation industry.
- 13) Federal authorizing law should ensure the consideration of public transportation alternatives within a multimodal regional and statewide transportation planning process, which is designed to achieve sustainable outcomes in plans, programs, and projects. There should be a balance of environmental (including greenhouse gas and climate change considerations), economic and social equity objectives in the process.

**FUNDING AND FINANCE RECOMMENDATIONS**  
**for the Next Highway and Public Transportation Authorization Bill**

*"In 2050 America's energy efficient, multi-modal, environmentally sustainable transportation system powers the greatest nation on earth."*

Public transportation provides mobility that significantly contributes to national goals and policies in support of global economic competitiveness, energy independence, environmental sustainability, congestion mitigation and emergency preparedness. On an individual user basis, public transportation saves money, reduces the carbon footprint of households and provides people with choices, freedom, and opportunities. To sustain public transportation's many contributions at the national and local levels, and to accommodate a doubling of public transportation ridership over the next twenty-year period to address the aforementioned national goals and policies, the American Public Transportation Association (APTA) recommends a minimum federal public transportation investment level of \$123 billion over the next six-year authorization period. To address this minimum federal investment level, APTA has adopted the following Funding and Finance Authorization Principles.

- Authorize guaranteed investment levels for the federal public transportation program of at least \$123 billion over 6 years so that by the final year of the next authorization bill finance no less than 50 percent of the total unaddressed costs of bringing existing public transportation capital assets into a state of good repair.
- Maintain and strengthen the federal public transportation program funding guarantees.
- Authorize guaranteed investment levels for the federal public transportation program that support at least a doubling of public transportation ridership over the next 20 years (3.5% annual compounded growth).
- Preserve the current 80 percent federal match shares on all public transportation capital investment (and higher federal match ratios under existing incentive programs) and increase the actual share to the 80 percent level in appropriations.
- Ensure stable and reliable investments in public transportation supported from federal, state and local governments, from public transportation-generated revenues, and from public-private partnerships.
- To streamline the project approval process, speed project delivery and reduce costs, convert the federal public transportation program from a "grant-based" program to a locally-driven federally-assisted program where routine activities can receive advanced federal funding approval.

**EXISTING PROGRAM FUNDING**

*Background*

Federal public transportation programs are currently funded from two sources: the Mass Transit Account (MTA) of the Highway Trust Fund (HTF) and from General Revenues of the Treasury -- also called General Funds. Until fiscal year (FY) 1983 all public transportation funding was provided from General Revenues. The Surface Transportation Assistance Act of 1982 (STAA) created the MTA as a

separate account in the HTF for accrual of a portion of revenues from the federal motor fuel tax for public transportation uses. The 1982 STAA increased the federal motor fuel tax on gasoline from 4 cents per gallon to 9 cents per gallon and specified that 1 cent of the 5 cents per gallon increase would be deposited in the newly created MTA. Since then, 20 percent of each subsequent increase in the motor fuel tax has been deposited in the MTA. In 2008 a total of 2.86 cents per gallon is credited to the MTA. Currently, 15.5 percent of the total per gallon tax on gasoline and 11.7 percent of the total per gallon tax on diesel fuel are dedicated to the MTA.

In addition, until FY 1999, unexpended balances in the MTA drew interest revenue. Unexpended balances are created when the FTA obligates funds, that is, commits to fund an eligible public transportation project such as a bus garage, but does not actually pay for the project until it is completed. TEA 21 eliminated the accrued interest revenue for both the MTA and the Highway Account (HA) beginning in FY 1999.

#### *Existing Program Funding Principles*

- Continue to credit the MTA with, at minimum 20 percent of each future increase in the motor fuel (or successor) tax.
- Preserve, at minimum the current 20 percent general fund contribution necessary to support the federal public transportation program.
- At a minimum, restore the purchasing power of dedicated revenue for public transportation and other surface transportation investment to 1993 levels (when federal motor fuels taxes were last raised) and those revenue sources should be indexed to account for future inflation of construction costs.
- Establish clearly that revenues used to support federal surface transportation programs will be used only for purposes set forth under authorizing law.
- Ensure that the HTF is appropriately credited for ethanol motor fuels and other new and/or currently exempt alternative fuels.
- Restore the earning of interest income to the HTF/MTA.

#### **NEW PROGRAM FUNDING**

##### *Background*

According to the National Surface Transportation Policy and Revenue Study Commission, existing MTA revenues are inadequate to support existing commitments and required investment levels. According to the Commission, much more should be invested in public transportation infrastructure annually. This chronic underinvestment in America's transportation infrastructure has put our nation at a competitive disadvantage in the global economy. China currently spends 9 percent of its gross domestic product (GDP) on infrastructure and India budgets 3.5 percent while aiming to increase its allocation to 8 percent. By comparison, the United States budgets less than one percent (0.93) of its GDP, and sidesteps the reality of a ballooning \$1.6 trillion infrastructure deficit identified by the American Society of Civil Engineers (ASCE) for necessary upgrades over the next five years. Absent significant additional

federal investment, the condition of our nation's transportation infrastructure will only continue to decline. To reverse this trend new and diversified revenue sources will be required. Current and projected trust fund receipts are inadequate to support required program growth. Over the next six-year period the MTA is expected to generate only \$33 billion in new resources to support a recommended federal investment level of \$123 billion. In addition, the most recent Congressional Budget Office (CBO) report on MTA revenues projects that the MTA cash balance will be negative (insolvent) by the end of FY 2012 absent federal intervention. Failure to address the revenue imbalance of the MTA will result in continued inadequate investment levels that will result in lost jobs, reduced economic competitiveness, more congestion and limitations on personal mobility. To address the need for an enhanced and diversified portfolio of revenues to support the MTA, APTA recommends the following funding options to supplement the existing motor fuel tax and general fund contributions that support the federal public transportation program:

*New Program Funding Options*

- Include a new defined revenue source to pay debt service on bonds for large scale highway/public transportation core capacity/expansion improvements.
- Support longer-term efforts to transition the trust fund from motor fuel taxes/fees to a vehicle mileage tax and/or a vehicle weight/mile tax.
- Dedicate a portion of a new national sales tax or similar consumption-based tax to support and expand the MTA.
- Examine the longer-term viability of innovative financing techniques, including: public-private partnerships, federal loan guarantees, tax exempt/tax credit bonds, tolling and congestion pricing, value capture increment financing, and other mechanisms that consider changes in energy use and reduce state and regional carbon footprints.

## SPECIFIC PROGRAM STRUCTURE RECOMMENDATIONS

### Recommendations for the Next Highway and Public Transportation Authorization Bill

#### BUS & BUS FACILITIES PROGRAM

- 1) **New Bus Program Proposal - Modify the current Bus and Bus Facilities Program to create two categories of funding. Fifty percent of the funds will be distributed under a new "Bus Formula Program." The remaining fifty percent will continue to be distributed as a discretionary program. Funds distributed under both categories will continue to be eligible for any of the purposes contained in the original Bus and Bus Facilities Program.**

##### **Under the proposed Bus Program:**

- 50% of funds would be used to create a new "Bus Formula Program" which would remain separate from current formula programs. Funds would be distributed proportionately under the urban and rural formula programs based on the bus formula factors of the urban formula (Section 5307) and the rural formula factors (Section 5311).
  - 50% of funds would be used for a discretionary "Bus Facilities" program which would distribute grants for bus and bus facilities projects eligible under the current Section 5309 program. Funds would be distributed through Congressional direction or under a competitive grants process administered by the Federal Transit Administration. Projects selected must be eligible for funding under the existing Bus and Bus Facilities program.
  - Funds would not be eligible for operations or preventative maintenance.
  - Time limit to obligate bus funds would be extended to 4 years, including the year in which the amount is made available or appropriated.
- 2) **Provide up to 100% federal share for funding the incremental cost of purchasing alternative fuel buses.** Based upon local considerations of a public transportation system, federal share for the incremental cost for the purchase of alternative fuel buses (including hybrid electric and alternatives fuels other than clean diesel) could be funded with 100% federal share (no local match required for the incremental costs).

#### CLEAN FUELS AGING BUS REPLACEMENT PROGRAM

**Create a new program that would direct funds to transit agencies to replace aging buses in their fleets with new, clean fuel vehicles.** This program would address two top priorities for transit agencies. It would provide needed funds to help transit agencies to replace vehicles in their fleets that have exceeded the Federal Transit Administration's (FTA) standard for replacement, and accelerate the replacement of existing diesel vehicles with new, fuel efficient vehicles.

##### **Under the proposed Clean Fuels Aging Bus Replacement Program:**

- This new program should replace the existing "Clean Fuel Bus Program" (49 U.S.C. §5308).
- \$100,000,000 should be provided in the first year of program, and then grow annually at a proportion equal to the growth of federal transit program overall.
- Funds provided would be in addition to those made available for the Bus and Bus Facilities program. The program should be funded from amounts that would have otherwise been

made available under the Clean Fuel Bus program and new funds made available under the federal transit program overall.

- Federal share for the incremental cost of purchasing clean fuel vehicles under this program should be 100%. No local match is required for the incremental cost of purchasing a clean fuel vehicle.
- Funds should be apportioned by formula to designated recipients in urbanized areas over 200,000 and to states for distribution to grant recipients in urbanized areas less than 200,000 and rural areas.
- Funds should be apportioned to designated recipients and states under a formula that is based on the relative share of the total cost to replace vehicles within the urbanized area or state that exceed 125% of the FTA standard for replacement. Funds should not be made available to transit agencies that do not have vehicles that exceed 125% of the FTA standard for replacement.
- Grant recipients would be required to purchase clean fuel vehicles, which include vehicles powered by:
  - Compressed natural gas;
  - Liquefied natural gas;
  - Biodiesel fuels;
  - Batteries;
  - Alcohol based fuels;
  - Hybrid electric; and
  - Fuel cells

## **FIXED GUIDEWAY MODERNIZATION PROGRAM**

### **1) Fixed Guideway Modernization Program**

#### **Assumptions**

- Program funding will double (overall and in each category)
- Program elements should be simple.
- Program should be needs based
- Use current National Transit Database statistics
- Maintain and guarantee a 40/40/20 split between Fixed Guideway/New Starts/Bus
- New elements should be based on rational justifiable factors

#### **New Formula Proposal**

- Replace seven current tiers with a simpler two-tier fixed guideway modernization formula distribution that at a minimum holds all current recipients harmless.
- The existing apportionment tiers would be used to determine the base amount for a new Tier 1. All areas that receive funding in FY 2009 would be part of this tier. Under Tier 1, the FY 2009 Section 5309 apportionments would be increased by 50 percent of the overall growth in the program. This calculation would be repeated annually.
- The remaining 50 percent of annual growth of the program will be distributed under Tier 2 using the Section 5307 rail tier formula (including the incentive tier) for all fixed guideway properties/line segments that meet a seven year minimum age requirement.

- 2) **Fixed guideway funds must be provided equitably to all projects.** There should not be a population threshold for fixed guideway modernization funds.

#### **NEW STARTS and SMALL STARTS PROGRAM**

The New Starts Program (Section 5309) is a critical component in ensuring continued investment in public transportation essential to enhancing our nation's mobility, accessibility and economic prosperity while promoting energy conservation and environmental quality. Congress should continue this discretionary program based on eligibility requirements, evaluation criteria and oversight requirements established in statute, administered by FTA, and funded through congressional appropriations. Eligibility of Bus Rapid Transit projects for New Starts/Small Starts funding should be retained.

#### Recommendations:

- 1) **Create a simplified and streamlined rating process for all Small Starts** that promotes expedited project delivery, with FTA oversight proportional to the federal contribution. In addition, the \$75 million and \$250 million thresholds established for Small Starts in SAFETEA-LU should be escalated annually over the life of the bill.
- 2) **Re-establish an exempt project category as part of the New Starts/Small Starts program** for projects that require a modest amount of Section 5309 funding. The \$25 million threshold established in previous surface transportation authorization bills should be increased to reflect inflation since the threshold was established and it should be escalated annually over the life of the bill to reflect future inflation.
- 3) **Streamline and simplify the New Starts review and approval process to expedite project delivery:**
  - Replace the current Section 5309(d)(5)(A) requirement that FTA approve the advancement of a New Starts project into Preliminary Engineering with a requirement that FTA approve a project into the New Starts Program. Approval to enter the New Starts Program would convey FTA's intent to recommend a project for funding, provided the project continues to meet certain broad criteria and satisfies NEPA and other project development conditions.
  - Eliminate the Section 5309(d)(5)(a) requirement that FTA approve advancement of a New Starts project into Final Design.
  - Advance the concept of Project Development Agreements (PDA) as a management tool to minimize uncertainties and reduce risks, with flexibility built in to make changes to the agreement as the project evolves. The PDA should include schedules and roles for both FTA and the grantee and should define the criteria and conditions a project must meet to streamline and expedite overall project delivery and could be the basis for an Early System Work Agreement once the National Environmental Policy Act (NEPA) process is completed with a Record of Decision (ROD) or Finding of No Significant Impact (FONSI).

- Expedite New Starts project delivery by expanding pre-award authority at the time of the NEPA finding beyond just property acquisition to include preliminary engineering, final design, and any early construction activities that are advanced with local funds.
  - Expand the opportunity for advance property acquisition by developing a class of acquisition for willing sellers or friendly condemnation at fair market value. Provided no alterations are made to the property prior to completion of NEPA, this change in property ownership will not prejudice the NEPA process.
- 4) **Broaden the project justification and financial rating criteria and apply other measures to recognize a full range of project benefits.**
- Direct FTA to develop more effective measures of public transportation supportive land use and economic development utilizing both quantitative and qualitative factors related to the local population and employment context.
  - Recognize environmental benefits that promote community health and sustainability include reductions in green house gasses and increased energy efficiency.
  - Base the cost effectiveness index on the Federal Section 5309 share of project costs rather than the total project cost.
  - Direct FTA to provide greater flexibility in the New Starts Baseline to more closely reflect local conditions and priorities.
- 5) **Re-establish the Program of Interrelated Projects provision of ISTEA.**
- Allow the individual projects in a program of interrelated fixed guideway projects to move forward simultaneously, in order to capture the inflation and overhead savings that can result.
  - Allow some projects within the program of interrelated projects to be funded entirely with local funds, and other projects in such a program to be funded with a share of federal New Starts funds.
  - Allow a higher New Starts share for individual projects using some federal funds, without prejudice to a project's financial rating, where the federal New Starts share for the entire program of interrelated projects is 20% or less.
  - Require Federal procedures only for those projects/elements utilizing Federal dollars.

#### **FORMULA PROGRAMS**

- 1) **Public transportation systems in urbanized areas of more than 200,000 population which operate less than 100 buses in peak operation should be authorized to use FTA Section 5307 formula funds for operating purposes.**
- 2) **Grow Small Transit Intensive Cities Program at Incremental Rate.** Continue and expand the Small Transit Intensive Cities Program (STIC) (Section 5336) which provides supplemental formula funds to smaller public transportation systems on the basis of performance in six qualifying performance areas and provide that the value of qualifying in each of the six areas shall be increased by the same percentage as the increase in the overall formula program each year of the authorization.

- 3) **Modify the current Job Access and Reverse Commute (JARC), New Freedom, and Elderly and Disabled Formula Programs.** Create a new program, the **Coordinated Mobility Initiative**, with the objective of developing a sustainable intermodal program that addresses growing and evolving mobility needs. It is intended to bring together an array of non-traditional connections to public transportation in order to form a broader system that integrates the family of services but recognizes public transportation works within and between communities.

The Coordinated Mobility Initiative would encompass the funding and constituent focus of FTA's current Elderly and Disabled program (Section 5310), Job Access and Reverse Commute program (Section 5316), and the New Freedom Initiative (Section 5317). Use of these funds must conform to an enhanced and expanded locally developed coordination plan. This planning process should be consistent with the regional planning requirements contained within SAFETEA-LU.

Funding for these programs shall be consistent with the growth called for in APTA's overall proposal. Programs should be allowed to be more flexible to meet local needs, rather than adhere to rigid categorical allocations. Make clear that recipients under the new program can use funds for "capital cost of contracting." Incentives for use of non-DOT federal funds for program activities and implementation of local coordinated plans should be maintained.

The new program should:

- Include new funding for the section 5310(a)(1) program for public agencies as well as ongoing and increased funding for the section 5310(a)(2) program to cover the full array of mobility needs for the elderly and persons with disabilities.
- Provide incentives for the planning and development of regional transportation services which connect multiple jurisdictions. Funding should be equitable across urban and non-urban areas.
- Change reporting requirements to allow local agencies to report all FTA funds received under this program in a single, consistent reporting format.
- Use models of best practices to link public health and transportation planning in the new federal program, such as the existing State of Washington and Wasatch Regional Council processes which combine fund sources to meet the human service transportation needs of their diverse populations.

#### **Coordinated Mobility Initiative Program Features**

- The new program shall combine funds available under the Elderly and Disabled Program, Job Access and Reverse Commute Program (JARC) and New Freedom Initiative (NFI) into one program. This would eliminate the three distinct programs and create one "Coordinated Mobility Initiative" formula program.
- Funding levels shall be consistent with combined amounts made available under the JARC, NFI and Elderly and Disabled programs under SAFETEA-LU, and grow at a rate consistent with the growth of the federal transit program overall.

- Funds will be distributed to designated recipients consistent with the JARC and NFI model contained in SAFETEA-LU— 60% distributed directly to designated recipients in large urbanized areas, and the remainder distributed to the states, with 50% reserved for small urbanized areas (population 50,000 to 200,000) and 50% reserved for rural areas.
  - The formula for determining amounts to be distributed to designated recipients shall take the following factors into consideration: population of elderly people, population of disabled people, and Temporary Assistance for Needy Families (TANF) eligible population.
  - Eligible uses of the funds will include all of the activities eligible under the current Elderly & Disabled, JARC and NFI programs, including the amended eligible use of NFI funds recommended below.
  - Designated recipients shall have the flexibility to distribute funds to public and private non-profit program operators to carry out any of the eligible activities described above, in a manner that best meets local needs.
  - Designated recipients will be responsible for distributing funds to public or private non-profit organizations through a competitive grant process. Eligible projects must continue to be selected from the locally developed coordinated human services transportation plan.
  - The maximum federal share for activities under this program shall be 80% for capital expenses and 50% for operating expenses.
- 4) **New Freedom Eligibility.** The new Coordinated Mobility initiative which addresses goals of the existing New Freedom program should permit funding for projects and programs that are new or which serve people with disabilities and address needs beyond the requirements of current ADA regulations.
- 5) **Workforce Development – Continue current training and create new training programs and initiatives to support public transportation/labor management workforce development in both the public and private sectors.** Provide funding sufficient to support on-going and new programs. Increase funding for workforce development programs consistent with overall growth of the federal public transportation program.
- Continue and expand existing programs.
  - Make training a permissible use of federal urbanized area 5307 formula funds and federal rural area 5311 formula funds at levels determined by individual public transportation systems. Funds would be eligible to develop and deliver training and development programs or to attend off-site training programs, including related travel expenses.
  - Continue and expand programs for organizations such as the Transportation Learning Center, the National Training Institute (NTI) at Rutgers University, and continue to promote and develop public transportation agency/community college/college and university consortium partnership models.
  - Provide \$15 million in new funding for industry-led, directed, and managed nationwide comprehensive studies, assessments, outreach, partnerships, and development initiatives to identify critical skill gaps, development of new training resources, tools,

forums, partnerships, and programs which address the needs of the current and next generation workforce at all levels.

- Provide \$10 million in year one and to grow annually at the same rate as the overall public transportation program to support funding to create labor/management regional training consortium partnerships that provide advanced public transportation specific skills training for operators and maintainers.
- 6) **Program to leverage state and local investment** -- Develop an incentive program to encourage states and local regions to create and expand dedicated funding sources for public transportation that can be used for either capital or operating expenses.

## SPECIFIC POLICY RECOMMENDATIONS

### Recommendations for the Next Highway and Public Transportation Authorization Bill

#### COORDINATION AND INTERMODALISM

- Extend coordination requirements for federally-funded agency transportation programs to require the development of consistent administrative policies and procedures for highway and public transportation projects.
- Provide incentives for the planning and development of regional transportation services which connect multiple jurisdictions.
- Incentivize the implementation of the concept of mobility management to plan and deliver a diversified package of services addressing multiple diverse mobility needs.
- Federal authorizing laws for human services transportation, including non-emergency medical transportation, should be amended to require coordination among and cost sharing for service delivery with public transportation providers. Such language should be included in transportation, health and human services, and Medicare-Medicaid authorization law.

#### ENERGY/ENVIRONMENT/CLIMATE CHANGE

- Develop and implement incentives that will facilitate the adoption of new clean fuel technologies, and enhancements to existing technologies that are readily available to improve fuel economy and emissions performance of public transportation equipment, enabling public transportation to continue to reduce its carbon footprint.
- Provide incentives for Americans to take full advantage of the range of mobility products offered by the public transportation industry to assist individuals to take less-polluting travel alternatives in order to reduce their own carbon footprint.

#### FLEXIBLE FUNDING PROGRAMS

- Preserve and enhance the transferability provisions between Title 23 and 49, including Congestion Mitigation and Air Quality (CMAQ), Surface Transportation Program (STP), and other programs at the same rate of growth as the overall FHWA program
- Specify that significant capital improvements to public transportation facilities, including improvements to intermodal connections, in non-attainment areas are eligible for CMAQ funding. Particularly in areas with high public transportation mode share, these investments help ensure that VMT does not increase in the long term and help retain the existing public transportation mode share.
- Eliminate current three year limit on use of funds for operating costs for CMAQ programs.

#### PLANNING

- 1) **Strengthen the public transportation role in regional decision making.** Planning at the regional level is crucial for public transportation agency plans and programs. Regional planning establishes the demographic and land use projections, the social equity objectives, the economic development objectives and the environmental stewardship objectives for the

region into which the public transportation development program must fit. It also provides for the development of improved planning tools and forecasting models that can support public transportation agency planners. Public transportation agency involvement in all of those regional planning efforts ensures the region does not lose sight of public transportation needs and considerations.

- The new authorization should include language stipulating that the FTA/FHWA regulations on Statewide and Metropolitan Transportation Planning require fair and equitable voting representation of the region's public transportation operating agency or agencies on the policy board and technical committees of the Metropolitan Planning Organizations (or other regional transportation planning bodies), regardless of whether the body is newly-formed or existing, no matter the size of the urban region.
- The new authorization should encourage regional transportation investment choices be multimodal in nature, including:
  - Provision for multimodal corridor planning that looks at public transportation, highway and combination options, and avoids competing facilities occurring simply because they draw upon different funding programs or resources, which are governed by different regulations.
  - Public transportation megaprojects should be eligible under the FHWA high priority projects program in order for it to be administered and operated as a fully functioning, multi-modal program.
  - Expands the use of flexible funding in making regional transportation investments for all modes.
- The new authorization should allow the planning and decision-making framework to streamline and shorten planning and project development time for projects that have been identified and approved under the statewide and metropolitan planning process.
  - **Fiscal Constraint.** Fiscal constraint should be achieved as expeditiously as possible. The TIP is a program management tool used by the MPO to demonstrate funds exist for a set of projects. A formal TIP amendment should not be required every time there is a change in cost, schedule, fund source, or when an actual appropriation differs from the projected appropriations. These adjustments are required on a regular basis, particularly in large multi-jurisdictional MPOs.
    - A demonstration of fiscal constraint should be based on all available fund sources, not just federal funds.
    - A change in fund source for a project already on the TIP should not trigger a formal amendment, provided fiscal constraint is maintained. An administrative modification should be sufficient.
  - **Categorical Exclusions.** Direct the Secretary of Transportation to expand the use of categorical exclusions for public transportation projects to the greatest extent allowed by law. This will help expedite project delivery.
    - For example, extend the same flexibility in administering categorical exclusions that has been afforded to state Departments of Transportation to regional transit providers.
    - For example, adding transit station rehabilitations to the list of findings under 23 CFR 771.113(c) would align this type of transit project with the

analogous highway projects included under (c) 12, "improvements to existing rest areas and truck weigh stations."

- In general, as noted in 771.113 (e), "where a pattern emerges of granting Categorical Exclusion (CE) status for a particular type of action, this type of action should be added to the list of categorical exclusions in paragraph (c) or (d) of this section, as appropriate."
- **Clean Air Act Exemptions.** Add public transportation projects that enhance capacity, convenience and/or reliability to the exempt project list for Clean Air Act purposes. In markets with high public transportation mode share, these types of improvements will help ensure that riders continue to use public transportation:
  - Fleet Procurement
  - Rail System Improvements, such as:
    - Increased line throughput (e.g., train control, signalization)
    - Improved operational flexibility (e.g., crossovers)
    - Increased passenger throughput capacity (e.g., fare collection, circulation improvements)
  - Station Improvements
  - Access to station (e.g., additional parking, shuttle buses and shuttle ferries)
- **Public Transportation Expansion.** In the event of a conformity lapse, projects that expand public transportation capacity in order to meet current demand should be allowed to proceed.
- The new authorization should reaffirm and continue the existing requirements established under ISTEA and SAFETEA-LU for public outreach and public involvement in the metropolitan transportation decision-making process.

2) **Include public transportation in congestion pricing plans.** The next authorization of the surface transportation programs should unleash the potential for congestion pricing, while protecting public transportation's interests. The legislation should establish a coherent policy framework through which pricing proposals and associated public transportation may be considered and developed. Even with congestion pricing as a potential new source of revenue, there will remain a need for a robust Federal programs supporting investments in public transportation. To ensure that area-wide congestion pricing does not become a new unfunded mandate for public transportation, the policy framework established in new authorizing legislation should:

- Remove constraints to congestion pricing, moving from the current construct of pilot projects to a more blanket approach to pricing as a means to manage auto use, promote public transportation ridership and mode shifts away from single occupant vehicles, and generate revenue;
- Require that congestion pricing proposals be developed jointly with public transportation agencies;
- Require that congestion pricing proposals examine the impact on public transportation ridership and the cost of accommodating this ridership on public transportation;
- Require that congestion pricing proposals include an expenditure plan that shows how any increased costs to public transportation will be met;

- Permit the revenues generated by congestion pricing to be made available for increased public transportation capital and operating costs within the same general corridor or service area;
  - Make the capital cost and initial start up operating costs of congestion pricing projects eligible for Federal funds;
  - Require that additional federal funds (not formula) be made available to allow public transportation agencies to ramp up service in preparation for the ridership increase before pricing revenues start to flow;
  - Given the likelihood that multiple agencies will be involved in carrying out a congestion pricing program, provide flexibility in the eligible uses for public transportation recipients of any Federal funds provided;
  - Offer a streamlined environmental process for congestion pricing projects that have a substantial public transportation component;
  - Exempt congestion pricing projects from the conformity requirements of the Clean Air Act if they have a substantial public transportation component; and
  - Promote a comprehensive post-implementation evaluation of pricing projects – including an assessment of effectiveness in managing auto use, promoting public transportation ridership and mode shifts away from single occupant vehicles, and generating revenue – and identifying any necessary remedial actions, including those to address impacts on low income and disadvantaged groups.
  - Recognize that implementation of congestion pricing should not result in future reduction of federal aid.
- 3) **Access and land use.** Federal policy should encourage and support pedestrian and bicycle access to public transportation, public transportation supportive urban design, and the complete streets concept to improve community livability, environmental quality and economic health. Coordinated Mobility in its broadest context focuses on the entire trip and the interaction of transportation modes with community design to create a truly seamless and integrated transportation experience both on and off vehicles.

## REGULATORY

- The transparency provision in 49 U.S.C. 5334(l) regarding “binding obligations” should be clarified to ensure that it applies to any pronouncement from anywhere in DOT (including OST and modal administrations such as FHWA), not just FTA.
- The transparency provision in 49 U.S.C. 5334(l) should be expanded to require the creation of a structured and ongoing advisory group to review and provide input and guidance to DOT (including OST and modal administrations such as FHWA and FTA) prior to the publishing or release of any NPRM or guidance on any items relating to ADA issues, service, design, or interpretation. The advisory group should be made up of representatives from the FTA, the public transportation providers, and the disability community.
- Any regulatory proposals by non-DOT federal agencies that affect Non-Emergency Medical Transportation or any other human service transportation programs should be brought to the inter-agency Coordinating Council on Accessibility and Mobility (CCAM) for discussion about their coordination impacts before such proposals are submitted to OMB for review or released to the public for comment.

- The Department of Health and Human Service, Veterans Administration, and other federal agencies that provide wheelchairs and other mobility devices (or funding for such) to/for clients should be encouraged to include “informed consent” in their criteria for determining the “most appropriate device,” and a concept akin to a human services version of life-cycle costing (e.g., taking into account the financial and quality of life impacts, rather than merely looking at only the initial cost of procurement) in determining “low cost” for purchasing and prescribing such devices.

## RESEARCH & DEVELOPMENT

- Increase investment in research and development programs that will enhance service delivery, promote “best practices” through technical standards, and increase the operational efficiency of transportation systems.
- Increase investment in research and development for new technologies such as clean fuels, ITS enhancements, interoperable wireless communication, etc.
- Continue to support University Transit Centers, Project Action, NTI, TCRP, and FTA’s national research program. These programs provide support to the public transportation industry; percentage needs to grow at the same rate as the overall program.
- Encourage federal Department of Transportation, Department of Energy, and Environmental Protection Agency to work with each other and with public transportation systems and businesses to develop and implement a new federal research and technology program to enable America’s public transportation systems to become world leaders in innovation and sustainability, particularly with respect to strategies that rationalize commercialization and deployment of new technologies.

## PUBLIC – PRIVATE PARTNERSHIPS

Public Private Partnerships should be used to supplement – not substitute – funding provided through the federal highway and public transportation authorization legislation.

- 1) **Provide Incentives for using Public-Private Partnerships in the Project Development Process.**
  - Incentivize projects that conduct feasibility analysis regarding alternative operations methods, including contracting, franchising, etc. in the project development process (alternatives analysis / preliminary engineering.) This could include consideration in determining local match, or in evaluating projects overall.
  - Encourage use of private sector operations and maintenance (O&M) strategies as well as other public-private partnership models in the project development process. This must be optional, not prescriptive.
- 2) **Clarify and Expand Public-Private Partnership Programs.** Clarify the purpose and strengthen the Public-Private Partnership Pilot Program (Penta-P) beyond its current application, possibly to become a supplemental option for finance and project delivery.
- 3) **Identify Innovative Operations & Maintenance (O&M) Service Delivery Models.** Congress should authorize and fund a study of the possible wider application of international and

North American private sector finance, project delivery and O&M approaches in the U.S. public transportation market.

- 4) **Improve Project Delivery Procedures.** Establish a process at FTA to consider public-private solutions to enhanced project delivery, which could include FHWA's SEP-15 program in FTA.
- 5) **Streamline Procurement and Contracting Guidelines.** Propose specific ways to expedite public projects, which could include importing FHWA contracting concepts into FTA.

#### **TAX CODE CHANGES**

- 1) **Tax credit for alternative fuel consumption.** The current 50 cent per gasoline gallon equivalent (gge) tax credit for compressed natural gas (CNG) should be made permanent. New law should make clear that all vehicles used by public transportation systems, including staff and other agency vehicles are eligible for the tax credit.
- 2) **Equalize the federal tax benefits for public transportation and parking.** Increase the federal employee commute benefit for public transportation to the same level provided for parking. Amend federal tax law to increase the public transportation commute benefit from the \$115 per month level to the \$220 per month level authorized for parking.
- 3) **Amend the federal tax code to provide a tax credit for employers who pay for the cost of public transportation passes, up to the authorized monthly limit, for employees.**
- 4) **Make clear that public transportation paratransit operations and public transportation operators that use vans are eligible for the same exemptions from federal excise taxes on motor fuels that are provided to public transportation operators of fixed route public transportation buses.**

#### **FUEL PRIORITY FOR TRANSIT SYSTEMS**

**Fuel priority.** Provide statutory language to ensure that public transportation systems receive priority access to fuel when fuel resources are scarce.

APTA Recommendations on Federal Public Transportation Authorizing Law  
Funding Table

Program	FY 2009 (Thousands)	FY 2010 (Thousands)	FY 2011 (Thousands)	FY 2012 (Thousands)	FY 2013 (Thousands)	FY 2014 (Thousands)	FY 2015 (Thousands)	Six Years 2010-2015 (Thousands)
Total All Programs	10,338,065	12,405,678	14,886,814	17,864,176	21,437,012	25,724,414	30,869,297	123,187,390
Formula Programs Total	8,360,565	10,075,092	12,086,725	14,504,070	17,404,884	20,885,861	25,063,033	100,019,664
§ 5307 Urbanized Area	4,160,365	4,966,877	5,967,468	7,160,962	8,593,154	10,311,785	12,374,142	49,374,386
§ 5340 Growing States and High Density States	465,000	555,143	666,978	800,374	960,449	1,152,538	1,383,046	5,518,528
§ 5311 Rural Area	465,000	555,143	666,978	800,374	960,449	1,152,538	1,383,046	5,518,528
§ 5310 Elderly and Disabled	133,500	---	---	---	---	---	---	---
Coordinated Mobility Initiative	---	466,201	560,118	672,142	806,570	967,884	1,161,461	4,634,377
§ 5317 New Freedom	92,500	---	---	---	---	---	---	---
§ 5308 Clean Fuels Formula	51,500	---	---	---	---	---	---	---
§ 3038 Over-the Road Bus	8,800	10,506	12,622	15,147	18,176	21,811	26,174	104,437
§ 5309(m)(2)(B) Fixed-Guideway Modernization	1,666,500	2,129,720	2,558,758	3,070,509	3,684,611	4,421,533	5,305,840	21,170,971
§ 5309(m)(2)(I) Bus Formula	984,000	532,430	639,689	767,627	921,153	1,105,383	1,326,460	5,292,743
§ 5309(m)(2)(II) Bus Facilities	---	532,430	639,689	767,627	921,153	1,105,383	1,326,460	5,292,743
Clean Fuels Aging Bus Replacement Program	---	100,000	120,145	144,174	173,009	207,611	249,133	994,073
§ 5305 Planning	113,500	135,503	162,800	195,360	234,432	281,318	337,582	1,346,995
§ 5316 Job Access and Reverse Commute	164,500	---	---	---	---	---	---	---
§ 5320 Alternative Transportation in Parks	26,900	32,115	38,584	46,301	55,561	66,674	80,008	319,244
Workforce Development Research	---	15,000	---	---	---	---	---	15,000
Workforce Development Training	---	10,000	12,015	14,417	17,301	20,761	24,913	99,407
§ 5335 Reports and Audits	3,500	4,178	5,020	6,024	7,229	8,675	10,410	41,537
§ 5339 Alternatives Analysis	25,000	29,846	35,859	43,031	51,637	61,964	74,357	296,695
§ 5309(m)(2)(A) New Starts	1,809,250	2,129,720	2,558,758	3,070,509	3,684,611	4,421,533	5,305,840	21,170,971
Research Total	69,750	83,271	100,047	120,056	144,067	172,881	207,457	827,779
§ 5313(a) TCRP	10,000	11,939	14,344	17,212	20,655	24,786	29,743	118,678
§ 5315 National Transit Inst.	4,300	5,134	6,168	7,401	8,882	10,658	12,789	51,032
§ 5314 National Research	48,450	57,842	69,495	83,394	100,073	120,087	144,104	574,995
§ 5506 University Centers	7,000	8,357	10,041	12,049	14,458	17,350	20,820	83,075
FTA Operations	98,500	117,595	141,285	169,542	203,450	244,140	292,968	1,168,978

16.624

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF 2010 STATE LEGISLATIVE  
ADVOCACY PROGRAM**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt the proposed METRO 2010 State Legislative Advocacy Program attached to this Staff Report.**

## II. SUMMARY OF ISSUES

- Elected officials at the State level continue to actively support the goals established by the METRO Board of Directors when the legislative program is presented to them early in the legislative process.
- On November 7, 2006 the voters of California approved, among other measures, Propositions 1A, 1B, and 1C. These measures provide protection for transportation funds, and authorize the sale of general obligation bonds, over the next 10 years, to provide funds for transportation investments. However, the poor condition of the State Budget has made it increasingly difficult to sell the bonds.
- Currently the State has released approximately \$950 million of the \$3.6 billion in transit funds authorized by the voters under the Proposition 1B program.
- In order for METRO to proceed to implement the Operations Building portion of the MetroBase Project it will be necessary for the bonds for transit eligible projects to continue to be sold on a predictable basis, and for the Santa Cruz County Regional Transportation Commission (SCCRTC) to continue to pass funds under the State Transit Assistance Formula (STA) and the Public Transportation Modernization Improvement and Service Enhancement Fund (PTMISEA) through to METRO.
- METRO will continue to incur additional costs to provide the mandated ADA complimentary paratransit service. The state has yet to provide specific funding programs to address this need.
- The reliance of UCSC, Cabrillo College, and some K-12 systems on METRO services makes it important to advocate for exploration of "cross function" funding opportunities.
- The 2007 California Legislature diverted \$1.259 billion in Public Transportation Account (PTA) funds to the State General Fund. In 2008 the State Legislature diverted \$1.667 billion in PTA funds to the General Fund. In 2009 the State Legislature eliminated all STA Funding for the next five years. The impact of the

diversion on METRO has been a loss of approximately \$ 31 million in capital funds over the past three years and approximately \$45 million in funds over the next five years. The California Transit Association filed a lawsuit challenging the legality of the diversion of PTA funds. The California State Supreme Court has upheld the ruling of the California Appellate Court that the diversion of transit funds was illegal. However, that State Director of Finance has indicated that the Governor will be submitting proposals to the Legislature to avoid compliance with the Court rulings. Staff recommends that legislation be introduced in the 2010 Legislative Session that would require the Governor to comply with the rulings of the Appellate Court and reinstate funding for the State Transit Assistance Account.

### **III. DISCUSSION**

The California State Legislature will convene in January 2010. On November 7, 2006 the voters of California approved Propositions 1A, 1B, and 1C. These measures provided protection for transportation funds, and authorized the sale of general obligation bonds to provide funds for transportation investments. The availability of bond funds for public transit projects is dependent upon the State Budget process. In 2007 the State Legislature released \$600 million in bond funds for the Public Transportation Modernization Improvement and Service Enhancement Fund (PTMISEA). The PTMISEA program is being administered by the Mass Transit Division of Caltrans. The State Controller's Office has estimated that METRO will receive approximately \$27 million when all of the PTMISEA bonds are sold. METRO has applied for the full amount of the PTMISEA allocation. In 2008 the State Legislature released \$350 million in PTMISEA funds. Subsequent to that time the State has been unable to sell additional bonds for this program due to the condition of the State Budget. In order for METRO to proceed to implement the Operations Building portion of the MetroBase Project it will be necessary for the bonds for transit eligible projects to continue to be sold on a predictable basis, and for the Santa Cruz County Regional Transportation Commission (SCCRTC) to continue to pass funds under the State Transit Assistance Formula (STA) and the PTMISEA through to METRO.

It is likely that future years will see cost increases in the area of ADA-Mandated complimentary paratransit service. Currently, the State does not have a funding program to assist transit agencies in addressing this need. Staff recommends that METRO advocate for State consideration of operating and capital funding measures that would support the complementary paratransit needs.

In prior years METRO, Caltrans, AMBAG, the Regional Transportation Planning Organizations (RTPO's) and other transit agencies in the under 200,000 in population urbanized areas were able to collaborate successfully and remove obstacles which could have prevented draw down of Section 5309 earmarked discretionary funds from the Federal Transit Administration. In 2009, it will again be necessary for transit agencies in areas under 200,000 in population to ensure that all Section 5307 formula funds are programmed. This is necessary to achieve the ability to continue to draw down discretionary Section 5309 earmarks. The programming responsibility for the Section 5307 funds that are received by METRO is carried out by AMBAG. Where transit agencies have allocated funds that they will not be able to program for projects in a timely manner, Staff recommends that METRO advocate that the Governor's Office, through Caltrans,

continue to coordinate with the Metropolitan Planning Organizations (MPOs) and the Regional Transportation Planning Agencies to transfer these funds to other transit agencies that are able to program the funds to avoid having these allocations lapse back to the Federal Treasury, and to avoid any repetition of FTA discretionary fund draw down embargo actions as have occurred in past years.

In prior years, METRO has explored the possibility of acquiring subpoena authority so that the Office of District Counsel can ensure witness participation. Staff recommends that the 2010 Legislative Program once again address this issue and explore the possibility of initiating legislation which would grant the subpoena authority to METRO.

Service provided by METRO is relied upon by UCSC, Cabrillo College, and some of the K-12 school districts in Santa Cruz County. Currently, there is no mechanism or incentive at the State level for coordination of funding for transportation between the education functions and the transportation functions. Staff recommends that METRO advocate for the exploration of "cross function" funding opportunities.

The 2007 California Legislature diverted \$1.259 billion in Public Transportation Account funds to the State General Fund. In 2008 the State Legislature diverted \$1.667 billion in PTA funds to the General Fund. Currently the Governor is proposing to eliminate the remaining \$306 million in STA funds and to discontinue the program permanently. The impact of the diversion on METRO is a loss of approximately \$31 million in capital funds over the past two years and potentially \$45 million in funds over the next five years. The California Transit Association filed a lawsuit challenging the legality of the diversion of PTA funds. The California State Supreme Court has upheld the ruling of the California Appellate Court that the diversion of transit funds was illegal. However, that State Director of Finance has indicated that the Governor will be submitting proposals to the Legislature to avoid compliance with the Court rulings. Staff recommends that legislation be introduced in the 2010 Legislative Session that would require the Governor to comply with the rulings of the Appellate Court and reinstate funding for the State Transit Assistance Account.

The specific legislative goals recommended by staff are attached to this Staff Report. Staff is recommending that Joshua Shaw continue to serve as a Legislative Advocate for METRO under a separate contract

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

Funds for the State Legislative Advocacy activities, including travel to Sacramento and the contract with Joshua W. Shaw, are included in the adopted 2009/2010 METRO Operating Budget.

#### **V. ATTACHMENTS**

**Attachment A:** Proposed 2010 Santa Cruz Metropolitan Transit District Legislative Program.

17.3

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
2010 STATE LEGISLATIVE PROGRAM****State Goals:**

1. Support legislation and actions necessary to protect existing funding sources and funding levels for transit operating assistance and capital assistance.
2. Support the introduction and passage of legislation designed to enact additional sources of transit operating and capital assistance.
3. Support efforts to insure that Federal Section 5307 formula funds in the Governor's apportionment (administered by AMBAG) are programmed statewide to the maximum extent possible to insure that SCMTD can access Section 5309 Federal discretionary earmarks and to insure that no funds lapse at the end of the SAFETEA-LU authorization.
4. Support efforts to obtain operating and capital funds to meet the increasing service requirements of ADA Paratransit.
5. Explore the possibility of using state education funds for the development, construction, and operation of off-campus park and ride facilities as well as public transit services at campuses in the University of California system.
6. Explore the possibility of requesting legislation to grant the SCMTD the authority to issue subpoenas.
7. Support efforts to improve communication and funding for public schools (K-12) and community college/university transportation needs.
8. Prepare and implement a county-wide public awareness program to inform the public of the impacts of lowered or cancelled state funding on METRO service and projects. Involve all stakeholders in the design and implementation of the program. Encourage communication of concerns to members of the State Legislature with emphasis on those individuals representing Santa Cruz County.
9. Support necessary actions to be taken by the Legislature, through the FY 2011 Budget process, that will ensure the state provides transit-eligible Proposition 1B and 1C funds on a timely and equitable basis, and that the sale of the bonds authorized by the voters will continue to be sold in a manner that will support the expenditures.
10. Support legislation and litigation that will restore the Public Transportation Account funds that were diverted to the State General Fund in 2007, 2008, and 2009 as well as comply with the ruling of the California Appellate Court regarding the illegal diversion of transit funds by the Legislature and Governor.

11. Support legislation that will prevent Public Transportation Account funds from being diverted to other purposes in the future.

17. a2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF A REQUEST FOR FINANCIAL SUPPORT, BUS PASSES, AND ADVERTISING SPACE FROM THE COMPLETE COUNT COMMITTEE.**

## I. RECOMMENDED ACTION

**That the Board of Directors consider requests from the Complete Count Committee for financial support, exterior advertising space, and a bus pass program.**

## II. SUMMARY OF ISSUES

- The Complete Count Committee was formed to ensure that the 2010 Census Count was complete as many of the state and federal programs use population counts in the formula to distribute funds.
- The Complete Count Committee is seeking support funding from agencies that receive funds based on population. METRO receives approximately \$4 million per year in federal formula funds based on population.
- The Complete Count Committee has scheduled a Project Homeless Connect event on March 30, 2010 at the Santa Cruz Civic Auditorium and would like to purchase special one-day bus passes to facilitate reaching people who are homeless.
- The Complete Count Committee has requested permission to use exterior advertising space on the METRO buses to inform people of the need to be counted in the 2010 Census.

## III. DISCUSSION

The Census is taken every ten years and provides the basis for the distribution of both state and federal funds. A Complete Count Committee has been formed in Santa Cruz to ensure that all of the people living in Santa Cruz County are recorded in the 2010 census. The Complete Count Committee has requested that METRO contribute \$5,000.00 to support the Committee activities in 2010. A letter from Kymberly Lacrosse is attached to this Staff Report. Funds to support the Complete Count Committee request are not contained in the FY 09/10 MTRO Operating Budget.

The Complete Count Committee has scheduled a Project Homeless Connect event at the Santa Cruz Civic Auditorium to be held on March 30, 2010. The Complete Count Committee has requested that METRO work with them to develop a one-day event pass that they would

purchase. These Event Passes would then be distributed to homeless individuals to assist in their participating in the Project Homeless Connect event and to be recorded in the 2010 Census.

The Complete Count Committee has requested that the Board of Directors allow the Committee to use the exterior advertising space to inform the public of the activities and of the need to have a complete count in the 2010 Census. The current Policy for the sale or use of the METRO bus advertising space restricts the space to the sale of products or services or information from METRO regarding its programs and services. The current Advertising Policy is attached to this Staff Report.

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

The FY 09/10 METRO Operating Budget does not contain funding for the support of the activities of the Complete Count Committee. Should the Board wish to support this activity it would be necessary for the Board to also authorize a transfer from the METRO Reserve to the Operating Budget.

#### **V. ATTACHMENTS**

- Attachment A:** Letter from Kymberly Lacrosse-October 16, 2009.
- Attachment B:** Letter from Don Lane-December 2, 2009.
- Attachment C:** METRO Policy on Exterior Advertising.

PO Box 1458  
1220-C 41st Avenue  
Capitola, CA 95010  
tel 831.479.5466  
fax 831.479.5477  
www.unitedwayso.org

Attachment **A**



United Way  
of Santa Cruz County

October 16, 2009

Santa Cruz Metropolitan Transit District  
ATTN: Les White  
370 Encinal Street - Suite 100  
Santa Cruz, CA 95060

Dear Les,

Over the next several months we have an opportunity to vastly impact the future for all residents in Santa Cruz County. By supporting the efforts of the Complete Count Committee of Santa Cruz County, you can be part of ensuring an accurate count of all Santa Cruz County residents. The efforts we invest now, will directly impact the lives of thousands of residents for the next ten years. Now, more than ever, we must act confidently, accurately and quickly to ensure our county will have the resources needed to support our community in the years to come.

According to a report published by the Brookings Institute, Census count distribution equates to over \$1,249.32 per capita per year. The Census Bureau estimates that Santa Cruz County's population was undercounted by 6,281 individuals in the 1990 Census and similar numbers for the 2000 Census. The undercount resulted in Santa Cruz County losing between \$3.1 million and \$15.7 million in federal and state funding during the ten years between Census counts. It is important that such an undercount be avoided in Census 2010.

**THE COMPLETE COUNT COMMITTEE:** Santa Cruz County has been very proactive in coordinating county wide efforts to address the undercount specifically with the hard to count populations. We have formed the Complete Count Committee which consists of community and government leaders dedicated to building awareness of the 2010 Census. Complete Count Committee members are a team of local people who provide **the cultural and community insights** necessary to build 2010 Census awareness efforts, promote the value of accurate and complete census data, and have a positive impact on the questionnaire response rate. The committee focuses on counting ALL people and creatively strategizing to reach those that might not understand the importance of being counted in the CENSUS. The final goal is to achieve a complete and accurate count so our community will receive the proper portion of federal funding for the next 10 years!

Outreach efforts have been strategized and hard to count best practices have been developed for reaching the entire community. These efforts can be supported by the Santa Cruz Metro Transit District through financial support and advertising in and out of the metro buses. The SCMTD has a direct relationship to census count. The Santa Cruz Metro Transit District directly receives funds based on the count from the decennial census. Each person counted in the Census is a direct link to SCMTD funding. *SCMTD gets roughly 4 million dollars in Federal funds*



18.a1

annually. The amount is determined by a **population based formula** and therefore, it is absolutely essential to SCMTD future funding.

**THE CENSUS:** The census is conducted every ten years to count all people residing in the United States. The census is important because it determines the distribution of more **than \$300 BILLION annually** of government funding for critical community services. The census generates thousands of jobs across the county and it impacts your voice in congress.

**Major Uses of Demographic Data**

- State and Local Appropriations Limits
- Proposition 98 Guarantee
- Distribution of State Subvention Funds

**Demographic Research Unit Department of Finance**

- Assessment of State Program Needs
- Mandates in State Codes
- Ensure that disadvantaged communities are fully represented on local Complete Count Committees, which usually are established by the area's top elected official.

**Here are a few examples of where money goes:**

- Education
- Health Care
- Housing Assistance
- Income Assistance
- Food Assistance
- Transportation

On behalf of the members of the **CENSUS 2010 Complete Count Committee of Santa Cruz County**, I would like to request your support and participation in our outreach efforts. We believe with the support of the SCMTD we have an immense impact on the undercount. By utilizing the advertising outlets SCMTD has in and out of the buses we can share the importance of the Census message with much of the community!

Please consider our request for \$5,000.00 to support the attached budget for the Complete Count Committee. In addition, we also respectfully request advertising both on the inside and outside of the metro buses that conveys the importance of the Census. **The census is an essential component for future funding** and something we must take very seriously, especially in our current economic situation. Please help us to secure *CRITICAL* future funding for our community!

Respectfully,

***Kymberly Lacrosse***

Coordinator Complete Count Committee - 2010 CENSUS  
United Way of Santa Cruz County  
1220 41st Avenue Suite C  
Capitola, CA 95010

OFFICE: 831.465.2212  
CELL: 831.234.2046  
FAX: 831.479.5477  
EMAIL: KLacrosse@unitedwaysc.org  
WEB: www.unitedwaysc.org

18.02

PO Box 1458  
 1220-C 41st Avenue  
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**Census Complete Count Proposal**  
**May 2009 - June 2010**



United Way  
 of Santa Cruz County

October 7, 2009

	Total Project	In Kind	Total Request
<b>REVENUE:</b>			
City of Santa Cruz	\$ 2,499.00		\$ 2,499.00
CFCH	\$ 2,484.97		\$ 2,484.97
SCCCC	\$ 2,499.00		\$ 2,499.00
UCSC	\$ 2,498.42		\$ 2,498.42
Homeless Service Center	\$ 2,453.08		\$ 2,453.08
Front Street Housing	\$ 2,484.97		\$ 2,484.97
Walnut Avenue Women's Center	\$ 2,429.00		\$ 2,429.00
County of Santa Cruz	\$ 3,000.00		\$ 3,000.00
County of Santa Cruz-Transportation	\$ 800.00		\$ 800.00
<b>Total Revenue</b>	<b>\$ 21,148.44</b>	<b>\$ -</b>	<b>\$ 21,148.44</b>
<b>EXPENSES:</b>			
<b>Personnel</b>			
Supervisor (.05 FTE)	\$ 4,000.00	\$ -	\$ 4,000.00
Community Organizer (.50 FTE)	\$ 22,100.00		\$ 22,100.00
Benefits and Burden	\$ 10,742.23	\$ -	\$ 10,742.23
<b>Total Personnel</b>	<b>\$ 36,842.23</b>	<b>\$ -</b>	<b>\$ 36,842.23</b>
<b>Services and Supplies</b>			
Occupancy	\$ 2,250.00	\$ 2,250.00	\$ -
Communications	\$ 500.00	\$ -	\$ 500.00
Program Supplies	\$ 2,150.00	\$ 600.00	\$ 1,550.00
Travel - Mileage	\$ 1,500.00	\$ -	\$ 1,500.00
<b>Total Services and Supplies</b>	<b>\$ 6,400.00</b>	<b>\$ 2,850.00</b>	<b>\$ 3,550.00</b>
Indirect Fees 5%	\$ 2,019.61	\$ -	\$ 2,019.61
<b>Total Expenses</b>	<b>\$ 45,261.84</b>	<b>\$ 2,850.00</b>	<b>\$ 42,411.84</b>
<b>TOTAL EXCESS (DEFICIT)</b>			<b>\$ (21,263.40)</b>

**GIVE. ADVOCATE. VOLUNTEER. LIVE UNITED.™**

18.a3



December 2, 2009

To: SCMTD Board of Directors  
From: Don Lane, Santa Cruz City Councilmember

As you know, the U.S. Census Bureau will be conducting the constitutionally-mandated decennial census in March and April of 2010.

A complete census count is essential to maximizing federal resources that flow to our state and our local communities based on population. I have been actively participating in the Santa Cruz County Complete Count Committee for the 2010 U.S. Census. The Complete Count Committee has representatives from several government agencies in the Santa Cruz area and many local community organizations.

One of the primary activities of the Complete Count Committee is to do special outreach to "hard-to-count" populations in our area. Therefore the Committee has formed two subcommittees: one to focus on outreach to the immigrant population and one to focus on outreach to the homeless population.

The Subcommittee on Homeless Outreach (which I chair) consists of individuals with significant experience working with the local homeless population. The Subcommittee has been working with local homeless services providers and the U.S. Census staff to identify the best methods for reaching homeless individuals in the Census enumeration process and achieving the highest response rate possible.

The subcommittee is working on a variety of homeless outreach activities both to assist Census workers in finding homeless individuals around our community and in attracting local homeless individuals to key public locations to facilitate their being counted. **The centerpiece of our effort will be to create a homeless resource event called Project Homeless Connect (PHC). PHCs have been held in dozens of cities throughout the nation and they are promoted by the federal government's Interagency Council on Homelessness as a good model for comprehensive service delivery in a single day event.** A summary of the program from the Interagency Council is attached.

The reason the local Census team is particularly interested in presenting a Project Homeless Connect event is the realization that it will be much easier to count our homeless neighbors if they are gathered in a public location. This is much less difficult than trying to find individuals living in cars, parks, and open space lands and other locations scattered throughout the

community. By creating a successful PHC, several hundred individuals will visit the PHC site during the course of a single day and they will all be counted by the U.S. Census.

Based on other communities' experiences, three key elements to choosing a successful Project Homeless connect site are: 1) accessibility to the site by foot and public transit; 2) having the facility be large enough to comfortably accommodate the variety of service connections and activities; 3) having a facility that is respected in the community so that it conveys a sense of importance for the event both for the homeless participants and the greater community. Based on these criteria, it is clear that the Santa Cruz Civic Auditorium is the ideal location for the Project Homeless Connect event. The Santa Cruz City Council will consider approving the City's co-sponsorship of the March 30, 2010 event at its next meeting.

The Complete Count Committee has a limited amount of funding for its work and therefore the Homeless Outreach Subcommittee must identify its own resources for the PHC event. We have secured the services of a virtually full-time event coordinator from the United Way and the Americorps VISTA program. We have secured commitments from more than a dozen local service providers to participate at the event. There is a volunteer recruitment team in place at the Homeless Services Center to ensure adequate staffing at the event. The Project Homeless Connect effort has submitted a modest funding request to the Community Foundation of Santa Cruz County for Census Outreach efforts that will dramatically increase attendance at the PHC event.

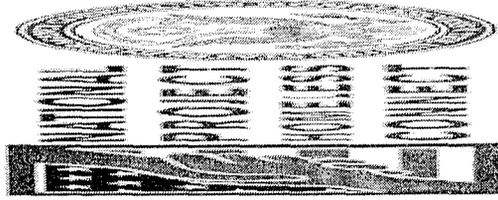
A key element of the high attendance we intend to achieve is for PHC to provide free mode of transportation to the Civic Auditorium. With the funding that we anticipate receiving from the Community Foundation, our Subcommittee would like to create a customized one-day bus pass program with SCMTD.

We request that the SCMTD Board ask SCMTD staff to work with Project Homeless Connect on creating the bus pass program. We want to emphasize that we are not asking SCMTD to subsidize this program—our plan is to reimburse SCMTD for the bus passes created and used in this effort if we are successful in creating the program.

Thank you very much for your consideration.

Attachments: *Project Homeless Connect* information

18.62



## Project Homeless Connect in the News

[www.usich.gov](http://www.usich.gov)

*"No sooner has southeastern Connecticut's 10-year plan to fight homelessness been unveiled, a project took place that showed how well it can work...Project Homeless Connecticut did what the 10-year plan has set out to do, bringing government agencies, businesses and volunteers together to provide help. The plan was initiated under the auspices of the U.S. Interagency Council on Homelessness."*—The Day, CT—12/11/2006

*"Project Homeless Connect, a national initiative to help the homeless at one-stop events, for the first time brought together more than 35 local nonprofits, businesses, government agencies and churches that offer services..."*—Missoula Independent—12/14/2006

*"An array of social services was made available...but the underlying idea was to get as many as possible on a track to self-sufficiency and, ultimately, into a home."*—Knoxville News Sentinel—12/9/2005

*"After registering with volunteers, participants were directed to stations that focused on social-services benefits, shelter and long-term housing, employment and legal aid."*—San Jose Mercury News—12/7/2006

*"Called National Project Homeless Connect...volunteers from all walks of life reached out to people experiencing homelessness and offered them a variety of services such as healthcare, legal aid, housing assistance, job opportunities, benefits enrollment, and more...Project Homeless Connect is growing in popularity as an approach that can not only make a difference in the lives of homeless people but also engage the community."*—PRNewswire—12/7/2005

*"For months, a Billings homeless man has been telling Lynda Woods, 'You need to listen to us.' As Woods worked to help organize the Project Homeless Connect event...she kept that man's words in mind...The daylong event was meant to bring services together in one place for homeless people to gather information and help on housing, health care, legal issues and other basic needs. It was organized by the Mayor's Committee on Homelessness."*—Billings Gazette—4/1/2007

*"Project Homeless Connect's operations are a lot like those of a business, which may be one reason local companies are finding it natural to get involved. Everyone, from the staff of the mayor's office to the volunteers to the community relations coordinators at the participating businesses, refer to the people PHC helps as 'clients.' And PHC has needs that businesses understand such as supply procurement and donation delivery. It also requires tracking clients and the services they've received and motivating large numbers of 'employees.'"*—San Francisco Business Times—7/21/2006

*"Project Homeless Connect began small in San Francisco, and went national...more than 6,000 homeless people in 21 cities from Nashua, N.H., to Hollywood has been fed, massaged and helped into welfare services or housing."*—San Francisco Chronicle—12/9/2005

18.63

## Project Homeless Connect turns 5 in S.F.

Heather Knight, Chronicle Staff Writer

Thursday, October 29, 2009



It started in October 2004 with Mayor Gavin Newsom and other city workers walking the streets of the Tenderloin and asking homeless people what they needed.

Their goal was to convince those living on the streets to walk into the lobbies of a handful of nearby residential hotels where social workers were waiting to help them sign up for welfare checks, detox programs or housing.

Five years later, the beginnings of Project Homeless Connect look almost quaint. The undertaking - now replicated in 221 cities around the country and in Australia and Canada - is now held every other month in Bill Graham Civic Auditorium with hundreds of volunteers providing an array of services to thousands of homeless people.

On Wednesday morning, the project's fifth anniversary, homeless people waited in a line that snaked down Grove Street for their chance to sign up for housing, medical and legal services as well as have their wheelchairs fixed, their hair cut, their shoulders massaged, their HIV status tested and their eyes examined.

They could sit for a portrait session with a photographer, use construction paper and markers to craft a card to send to relatives, get their California identification card and talk to counselors.

"Open up! Open up! Open up!" many eager people in line chanted at one point. Alonzo Saunders, 58, said he'd gotten a pair of shoes at a recent event. But this time, he wanted help with something bigger: housing.

"It's the best project for the city to do," said Saunders, whose been homeless for four years. "A lot of people don't have housing, they're trying to get medical care, they're trying to get food - all of that." Upstairs on a balcony overlooking the auditorium, several city officials held a rally to thank hundreds of volunteers who'd offered to help and to direct them where to go and what to do.

"When we first started five years ago, a lot of people thought we wouldn't do it twice," said Alex Tourk, who helped create the program when he worked as the mayor's deputy chief of staff. "People thought it was a big P.R. stunt. ... I think actions have spoken louder than words."

Newsom also addressed the crowd of volunteers before the day began, though he was 40 minutes late due, he said, to meetings about the Bay Bridge closure.

He said that most people turn the other way as they pass the homeless, but that the Project Homeless Connect volunteers have shown the importance of face-to-face connections.

"Thank you for giving people that sense of dignity," he said.

Newsom was so rushed, he forgot to announce the milestone his press aides had said was coming: that his administration has moved 10,000 people off the streets of San Francisco since 2004. While many of his homeless programs - including Care Not Cash, which slashes people's welfare checks in exchange for housing - have been controversial, Project Homeless Connect has been fairly widely praised.

Lauren Freitas may be one of its biggest fans. She moved into city housing two weeks ago after being homeless for three years and struggling with a methamphetamines addiction. She accessed services at Project Homeless Connect a few times, including getting HIV testing, antibiotics and information about how to recover from domestic violence. She said she was most grateful for the veterinary services for her dog, Oliver.

18.64

"That was a godsend," said Freitas, who now plans to volunteer herself.

Henry Belton, 63, has made a similar turnaround. He was homeless for 14 years and addicted to crack and alcohol when he first walked through the doors of the auditorium seeking help. Now, he has an apartment and has been clean and sober for four years - and he's become a Project Homeless Connect volunteer.

"I've been able to get myself together and keep myself together thanks to this program," he said. "I haven't looked back since."

Project Homeless Connect

5 years

20,000 volunteers

29,000 homeless people through the doors

5,354 have received medical care

3,476 have received legal help

7,067 pairs of eyeglasses given out

2,976 have received housing

250 corporations have participated

300 nonprofits have participated

(Source: Judith Klain, director of Project Homeless Connect )

18.65

## United States Interagency Council on Homelessness National Project Homeless

**Connect** Total Connect communities to date: 221

Total Connect events to date: 477

Aitkin Cty, MN  
Aitkin/Aitkin Cty, MN  
Akron, OH  
Albany, OH  
Alcona Cty, MI  
Allegan Cty, MI  
Alpena Cty, MI  
Anchorage, AK  
Asbury Park/Monmouth Cty, NJ  
Ashville/Buncombe Cty, NC  
Atlanta, GA  
Atlantic City/Atlantic Cty, NJ  
Barry, MI  
Bay County, MI  
Bellingham/Whatcom Cty, WA  
Bend, OR  
Benton Harbor, MI  
Berkeley, CA  
Berrien Cty, MI  
Billings, MT  
Birmingham, AL  
Bismarck, ND  
Bozeman, MT  
Branch Cty, MI  
Bremerton/Kitsap Cty, WA  
Bridgeport, CT  
Bridgeton/ Cumberland Cty, NJ  
Browns Mills/Burlington Cty, NJ  
Burlington Cty, NJ  
Calhoun Cty, MI  
Cambridge/Isanti Cty, MN  
Camden/Camden Cty, NJ  
Carson City, NV  
Cass Cty, MI  
Centralia/Lewis Cty, WA  
Chapel Hill/Orange Cty, NC  
Chattanooga, TN  
Chesapeake, VA  
Cheyenne, WY  
Chicago, IL  
Clare Cty, MI  
Clarksville, TN  
Colquet/Carlton Cty, MN  
Columbia, SC  
Concord, NH  
Contra Costa Cty, CA  
Couer d'Alene, ID  
Culver City Los Angeles, CA  
Dallas, TX  
Danbury, CT  
Denver, CO  
Detroit, MI  
Dickson/Iron Cty, MI  
Dothan, AL  
Downtown Los Angeles, CA  
Duluth, MN

Durham, NC  
East Los Angeles, CA  
Elizabeth/Union Cty, NJ  
Englewood, NJ  
Eugene/Lane Cty, OR  
Evansville/Vanderburgh Cty, IL  
Fargo, ND  
Faribault/Rice Cty, MN  
Fayetteville, NC  
Flagstaff, AZ  
Flemington/Hunterdon Cty, NJ  
Freehold/Monmouth Cty, NJ  
Ft. Worth, TX  
Garfield, NJ  
Gastonia, NC  
Glendale, CA  
Grand Rapids, MI  
Gratiot Cty, MI  
Great Falls, MT  
Hackensack/Bergen Cty, NJ  
Hanford, CA  
Hartford, CT  
Helena, MT  
Hinckley/Pine Cty, MN  
Hollywood/Los Angeles, CA  
Humboldt Cty, CA  
Huntington, WV  
Huron Cty, MI  
Indianapolis, IN  
Isabella Cty, MI  
Jackson, MS  
Jamesburg, NJ  
Jersey City/Hudson Cty, NJ  
Joplin, MO  
Kalamazoo Cty, MI  
Keansburg, NJ  
Kent Cty, MI  
King Cty, WA  
Knoxville, TN  
Lakewood/Ocean Cty, NJ  
Lambertville/Hunterdon Cty, NJ  
Lanawee Cty, MI  
Lansing, MI  
Lapeer Cty, MI  
Las Vegas, NV  
Libby, MT  
Livingston, MI  
Long Beach, CA  
Long Branch/Monmouth Cty, NJ  
Louisville, KY  
Madison Cty, IL  
Manahawkin, NJ  
Manchester, NH  
Maricopa Cty, AZ  
Marin Cty, CA  
Mercer Cty, MI

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Miami, FL  
 Milaca/Mille Lacs Cty, MN  
 Millville/Cumberland Cty, NJ  
 Minneapolis, MN  
 Missoula, MT  
 Monroe Cty, MI  
 Monterey Cty, CA  
 Moorhead/Clay Cty, MN  
 Mora/Kanabec Cty, MN  
 Morristown, NJ  
 Mt. Holly/Burlington Cty, NJ  
 Muskegon Cty, MI  
 Nashua, NH  
 Nashville, TN  
 New Britain, CT  
 New Brunswick/Middlesex Cty, NJ  
 New Haven, CT  
 New London, CT  
 New York, NY  
 Newark/Essex Cty, NJ  
 Newaygo, MI  
 Newport/Lincoln Cty, OR  
 Newton/Sussex Cty, NJ  
 Norfolk, VA  
 Norman, OK  
 North Branch/Chisago Cty, MN  
 Norwich, CT  
 Oakland Cty, MI  
 Oakland/Alameda Cty, CA  
 Omaha, NE  
 Omak/Okanogan Cty, WA  
 Orlando, FL  
 Ostego, MI  
 Ottawa Cty, MI  
 Pasadena, CA  
 Passaic/Passaic Cty, NJ  
 Paterson/Passaic Cty, NJ  
 Paulsboro, NJ  
 Penns Grove/Salem Cty, NJ  
 Perth Amboy/Middlesex Cty, NJ  
 Philadelphia, PA  
 Phillipsburg/Warren Cty, NJ  
 Phoenix, AZ  
 Pinellas Cty, FL  
 Piscataway, NJ  
 Pittsburgh, PA  
 Plainfield/Union Cty, NJ  
 Pomona Los Angeles, CA  
 Pompton Lakes, NJ  
 Porterville, CA  
 Portland, OR  
 Portsmouth, VA  
 Post Falls, ID  
 Providence, RI  
 Quincy, MA  
 Raleigh/Wake Cty, NC  
 Red Bank, NJ  
 Reno, NV  
 Richmond, VA  
 Riverside Cty, CA  
 Rochester/Olmsted Cty, MN  
 Rock Hill/York Cty, SC  
 Sacramento, CA  
 Salem/Salem Cty, NJ  
 San Antonio, TX  
 San Diego, CA  
 San Francisco, CA  
 San Jose, CA  
 San Juan, PR  
 San Mateo Cty, CA  
 Seaside Heights/Ocean Cty, NJ  
 Seattle, WA  
 Shasta Cty, CA  
 Shiawassee Cty, MI  
 Sioux Fall, SD  
 Somerville/Somerset Cty, NJ  
 South Los Angeles, CA  
 Spokane, WA  
 Springfield, MA  
 St Joseph Cty, MI  
 St Paul, MN  
 St Clair Ct, MI  
 St Clair Cty, IL  
 St Croix, VI  
 St. Louis, MO  
 Sussex, NJ  
 Tacoma/Pierce Cty, WA  
 Tallahassee, FL  
 Tempe, AZ  
 Toms River, NJ  
 Torrington, CT  
 Trenton/Mercer Cty, NJ  
 Tucson, AZ  
 Tuscola Cty, MI  
 Urbana/Champaign Cty, OH  
 Van Buren Cty, MI  
 Vancouver/Clark Cty, WA  
 Vineland/Cumberland Cty, NJ  
 Visalia, CA  
 Waco, TX  
 Warwick, RI  
 Washington Cty, OR  
 Waterbury, CT  
 Wayne Cty, MI  
 West Los Angeles, CA  
 Westville, NJ  
 Wildwood/Cape May Cty, NJ  
 Williamstown, NJ  
 Winston - Salem, NC  
 Woodbury, NJ  
 Yakima, WA  
 And:  
 Brisbane, Australia  
 Calgary, Alberta, Canada  
 Perth, Australia  
 Vancouver, BC, Canada

18.67

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-1006  
Computer Title: Advertising  
Effective Date: September 27, 2002  
Pages: 5

Attachment

C

**TITLE: ADVERTISING POLICY AND REGULATIONS**

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Procedure History

NEW POLICY	SUMMARY OF POLICY	APPROVED
9/27/02	To Create a policy regarding advertising on buses	S. A.
9/26/03	Policy amended to allow METRO bus advertisements	E.R.
3/24/06	Policy amended to remove restriction on advertising from competing forms of transportation	M.R. <i>mrc</i>

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## I. POLICY

- 1.01 Santa Cruz Metro sells space inside and upon its buses, for the display of commercial advertising. The purpose is to raise revenues, supplementary to those from fares and from tax proceeds, to be used to finance Santa Cruz Metro's operations. The display of advertising is solely for this purpose. It is not intended to provide a general public forum for purposes of communication, but rather to make use of property held in a proprietary capacity in order to generate revenue.
- 1.02 In order to realize the maximum benefit from the sale of advertising space, the program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising does not discourage the use of Santa Cruz Metro's transit system, does not diminish Santa Cruz Metro's reputation in the community it serves or the good will of its patrons, and is consistent with Santa Cruz Metro's principal purpose of providing safe, comfortable, efficient and affordable public transportation. To attain these objectives, Santa Cruz Metro's Board of Directors has established these regulations for the advertising displayed in and upon its buses.

1.03 In addition to the foregoing, noncommercial speech is excluded from advertising inside and upon the buses for the following reasons:

- a. Santa Cruz Metro wishes to maintain a position of neutrality on political, religious, environmental, or other public matters and issues in order to promote its commercial enterprise;
- b. If a dvertisement ins ide a nd up on the buses is not restricted, the buses and passengers could be subject to violence;
- c. Preventing a reduction in income earned from selling advertising space because commercial advertisers may be dissuaded from using the forum commonly used by those wishing to communicate political or religious ideas or beliefs.

## II. APPLICABILITY

2.01 This procedure is applicable to all District employees and all independent contractors who contract with Santa Cruz Metro, for the placement of advertisement in and upon Santa Cruz Metro's buses.

## III. DEFINITIONS

3.01 Commercial advertising:

- a. Advertising the sole purpose for which is to sell or rent real estate or personal property for profit, or to sell services for profit.
- b. Shall not include any advertising that both offers to sell property or services and also conveys information about matters of general interest, political issues, religious, moral, or environmental matters or issues, or other public matters or issues, or expresses or advocates opinions or positions upon any of the foregoing.
- c. Does not convey whether expressly or implied, intentionally or unintentionally, by inference or innuendo, the religious, social, political, legal or moral view of any person or entity as such views are generally understood in Santa Cruz County community.
- d. Does no t c ause t he v ehicles, if p osted indiv idually or in combination with other advertisements, to become a public forum for the dissemination, debate, and/or discussion of public issues.

3.02 Political Advertising:

- a. Any advertising that supports or opposes the election of any candidate or group of candidates for election to any federal, State, or local government office;
- b. Any advertising that supports or opposes any referendum conducted by the federal or State government, or by any local government, such as referenda on constitutional amendments, on bond issues, or on local legislation; or
- c. Any advertising that features any person whose prominence is based wholly or in part upon his or her past or present activity in political affairs, or that represents or implies any such person's approval or endorsement of the subject matter of the advertising.

#### IV. ADVERTISING STANDARDS

4.01 All advertising displayed in or upon the Santa Cruz Metro's buses shall be strictly commercial in nature and purpose.

4.02 Santa Cruz Metro's transit system, in order to serve the purpose for which it has been established, must of necessity accommodate all persons without distinction of age. It is therefore necessary to exclude advertising unsuitable for exposure to children or persons with immature judgment. The following kinds of advertising therefore will not be displayed in or upon Santa Cruz Metro's buses:

1. Advertising for cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.
2. Advertising for alcoholic beverages, including beer, wine, and distilled spirits.
3. Advertising for products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling with regard to pregnancy, abortion, or other sexual matter.
4. Advertising for products, services, or entertainment directed to sexual stimulation.

## Advertising Policy and Regulations

Page 4

- 4.03 No advertising shall be permitted that in any way denigrates Santa Cruz Metro's organization, or its operation, or its officers, agents, or employees. This prohibition includes advertising copy and illustrations that state or imply or could reasonably be expected to cause an inference, that Santa Cruz Metro's service or operations are anything but safe, efficient, affordable and convenient.
- 4.04 Santa Cruz Metro expects all advertising copy to be truthful. Advertising copy and illustrations should not be exaggerated, distorted, false, misleading or deceptive.
- 4.05 Medical products or treatments are to be treated in a restrained and inoffensive manner.
- 4.06 Testimonials are expected to be authentic, and advertisers using them will be required to indemnify Santa Cruz Metro against any action brought in connection with them. Advertising that promotes contests or giveaways is expected to comply with all applicable laws and regulations.
- 4.07 No advertising in or upon Santa Cruz Metro's buses shall include language, pictures, or other graphic representations that are unsuitable for exposure to persons of young age and immature judgment, or shall be derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, religion, gender or sexual preference.
- 4.08 No advertising shall be displayed in or upon Santa Cruz Metro's buses if the display thereof would violate any federal or State law or regulation, or any law, regulation, or ordinance of any county or municipality in or through which Santa Cruz Metro buses are or may be operated.
- 4.09 No advertising that is obscene, as defined by federal or California law, shall be displayed in or upon Santa Cruz Metro's buses.
- 4.10 Proposed advertisements shall not be accepted if the use, or possession of the property proposed to be advertised, includes a product that is specifically prohibited from use or possession on Santa Cruz Metro's facilities including its buses and vehicles. These products include firearms, tobacco products, alcohol and weapons.
- 4.11 No advertising will be accepted if it advocates imminent lawlessness or violence.
- 4.12 Political advertising will not be accepted.
- 4.13 Advertising will not be accepted if it promotes or encourages unlawful activity.

- 4.14 Advertising will not be accepted if it supports or opposes an issue or cause and/or which advocates or opposes a religion or belief.
- 4.15 Notwithstanding any other provision in this policy, advertising for METRO's transit bus and paratransit services shall be allowed. METRO also retains the right to communicate with its passengers and the public on transit issues, to seek input and participation from its passengers and to provide its passengers with notifications of meetings, hearings and other transit-related issues.

## **V. USE OF SANTA CRUZ METRO'S NAME**

- 5.01 Use of Santa Cruz Metro's name, logo, slogans, or other graphic representations is subject to advance approval by Santa Cruz Metro. Santa Cruz Metro does not endorse or imply endorsement of any product or service.

## **VI. ADMINISTRATION OF ADVERTISING REGULATION**

- 6.01 Advertising space on Santa Cruz Metro's buses is sold through an independent Contractor. The Contractor shall comply with the foregoing policies, and review all advertising with reference to them. They shall refer all such advertising that falls or may fall into any of the categories defined above to Santa Cruz Metro's designated representative responsible for administering the advertising program, who shall determine whether the proposed advertising will be accepted. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, Santa Cruz Metro's representative shall consult with Santa Cruz Metro's District Counsel and with its General Manager or the officer designated by him/her for this purpose. The General Manager or his/her designee, on the basis of such consultation, shall determine whether the proposed advertising will be accepted or rejected.
- 6.02 Santa Cruz Metro will co-operate with the party or parties proposing the advertising, and with the independent contractor through whom it has been proposed, in a reasonable effort to revise it in order to produce advertising that can be accepted and displayed consistently with the foregoing policies.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** December 18, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF REAPPOINTMENT OF NAOMI GUNTHER AND DENNIS PAPADOPULO TO THE METRO ADVISORY COMMITTEE (MAC) FOR TERMS OF OFFICE ENDING DECEMBER 31, 2011.**

## I. RECOMMENDED ACTION

**That the Board of Directors approve the reappointment of Naomi Gunther and Dennis Papadopulo to the Metro Advisory Committee (MAC).**

## II. SUMMARY OF ISSUES

- There are currently two Members of the Metro Advisory Committee (MAC) whose terms expire on December 31, 2009 who have indicated a desire to be reappointed.
- Director Rotkin is nominating Naomi Gunther for reappointment to the MAC.
- Director Hinkle is nominating Dennis Papadopulo for reappointment to the MAC
- The terms for Naomi Guthier and Dennis Papadopulo, if approved by the Board of Directors would commence January 1, 2010 and end December 31, 2011.

## III. DISCUSSION

On December 19, 2003, after a significant amount of discussion and multiple meetings, the Board approved the creation of a new Metro Advisory Committee (MAC) that replaced the METRO Users Group (MUG), and the Board approved the structure of the new committee. Application Forms were used to solicit interested persons to participate on MAC.

The Board of Directors appointed the individuals that they wanted to serve as members of the MAC. Each member of the Board provided the name of the individual that they wanted to nominate and the Board of Directors then confirmed the individuals. There are two current Members of the MAC who have indicated that they would like to be reappointed and who have Board Directors who want to nominate them.

Director Rotkin has indicated that he would like the Board of Directors to consider the nomination of Naomi Gunther to be reappointed to serve as a Member of the MAC. Director

Hinkle has indicated that she would like to nominate Dennis Papadopulo to be reappointed as a Member of the MAC.

If approved by the Board of Directors, the terms for Naomi Gunther and Dennis Papadopulo would commence January 1, 2010 and conclude December 31, 2011.

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

Funds to support the membership of Naomi Gunther and Dennis Papadopulo on the MAC are provided for in the FY 2010 METRO Operating Budget.

#### **V. ATTACHMENTS**

**None**