

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
SEPTEMBER 25, 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 370 ENCINAL STREET, SUITE  
100, 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. None
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

## **CONSENT AGENDA**

- 5-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JUNE 2009
- 5-2. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF MADELINE ARIAS, CLAIM #09-0019
- 5-3. ACCEPT AND FILE MAC AGENDA FOR SEPTEMBER 16, 2009 AND MINUTES OF JULY 15, 2009
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2009
- 5-5. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR JULY 2009
- 5-6. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR THE MONTH OF JULY 2009
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2009

- 5-8. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-9. ACCEPT AND FILE NINTH CIRCUIT COURT OF APPEALS DECISION IN GEORGE V. BART
- 5-10. CONSIDERATION OF LOWERING CPI INCREASES FOR ALL METRO TENANTS TO 1% FOR THE CALENDAR YEAR OF 2010
- 5-11. CONSIDERATION OF APPROVAL OF REVISED BOARD MEMBER TRAVEL FOR FY10
- 5-12. CONSIDERATION OF APPROVAL OF CONTINUED EMPLOYMENT OF TEMPORARY HELP THROUGH ROBERT HALF INTERNATIONAL FOR TEMPORARY EMPLOYMENT STAFFING FOR THE GRANTS ANALYST POSITION FOR AN AMOUNT NOT TO EXCEED \$40,000
- 5-13. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2009 MEETING(S)

#### **REGULAR AGENDA**

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Bustichi
- 7. CONSIDERATION OF THE FISCAL YEAR END MONTHLY BUDGET STATUS REPORT FOR JUNE 30, 2009; DESIGNATION OF NET REDUCTION OF RESERVES IN THE AMOUNT OF: \$795,441 – CARRYOVER FROM PREVIOUS YEAR RESERVE AND \$462,000 – CAPITAL RESERVES AND THE REMAINDER OF REVENUE, IF ANY, FOR ALLOCATION TO CAPITAL FUNDING RESERVES; AND ADOPTION OF THE SCHEDULE OF RESERVE ACCOUNT BALANCES  
Presented By: Angela Aitken, Finance Manager & Acting Assistant General Manager
- 8. CONSIDERATION OF APPOINTING D. CRAIG AGLER TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR RON GRAVES TO FILL THE POSITION OF HEIDI CURRY  
Presented by: Leslie R. White, General Manager
- 9. CONSIDER APPROVAL OF CLASS SPECIFICATION CHANGE FROM SUPERVISOR OF REVENUE COLLECTIONS TO VAULT ROOM COORDINATOR  
Presented by: Robyn Slater, Human Resources Manager
- 10. CONSIDERATION OF APPROVAL OF NEW MEDICARE MANDATORY REPORTING REQUIREMENTS POLICY AND AUTHORIZATION TO APPOINT ACCOUNT MANAGER AND ACCOUNT DESIGNEES  
Presented by: Robyn Slater, Human Resources Manager

11. CONSIDERATION OF AUTHORIZING THE WITHDRAWAL OF THE BID RECEIVED FROM REBER CONSTRUCTION COMPANY, INC. FOR DEMOLITION AND CONSTRUCTION OF A PARKING LOT AT 1217 RIVER STREET, SANTA CRUZ,  
Presented By: Frank Cheng, MetroBase Project Manager
12. AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PARC SERVICES, INC. FOR THE DEMOLITION AND CONSTRUCTION OF A PARKING LOT AT 1217 RIVER STREET, SANTA CRUZ FOR AN AMOUNT NOT TO EXCEED \$116,711 AND APPROVE CONTRACT CHANGE ORDER PROCEDURES  
Presented By: Frank Cheng, MetroBase Project Manager
13. ORAL ANNOUNCEMENT: THE OCTOBER 9, 2009 BOARD OF DIRECTORS MEETING HAS BEEN CANCELLED. THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, OCTOBER 23, 2009 AT 9:00 A.M. – SANTA CRUZ CITY COUNCIL CHAMBERS, 809 CENTER ST, SANTA CRUZ  
Presented by: Chair Bustichi
14. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
15. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

#### **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – DECIDING WHETHER TO INITIATE LITIGATION  
(Pursuant to Government Code Section 54956.9(c))  
  
Number of Potential Cases: One
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Government Code Section 54956.9(a))
  - a. Name of Case: Claim of Joe Blair

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

16. REPORT OF CLOSED SESSION

#### **ADJOURN**

#### **NOTICE TO PUBLIC**

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The 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.

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

DATE: 06/01/09 THRU 06/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
32437	06/04/09	-1.00	T188	PINEDO, DINA		26427	CHANGE MACHINE/WTC	-1.00	**VOID
32825	06/04/09	-8.95	001288	MICRO INNOVATIONS		27215	MICRO TOUCH KEYBOARD	-8.95	**VOID
32842	06/03/09	-4,084.50	002700	SANTA CRUZ COUNTY		27141	HEALTH PERMIT/GOLF	-4,084.50	**VOID
32888	06/01/09	756.57	001	AT&T		27273	APR PHONES/138 GOLF	756.57	
32889	06/01/09	100.00	B018	BUSTICHI, DENE	7	27318	MAY BOARD MTGS	100.00	
32890	06/01/09	250.00	001289	CENTRAL COAST CLEAN CITIES COA		27252	09 MEMBERSHIP DUES	250.00	
32891	06/01/09	50.00	B014	CITY OF WATSONVILLE		27327	MAY BOARD MTGS	50.00	
32892	06/01/09	125.00	001113	CLARKE, SUSAN	7	27236	EXT BUS ANNOUN/AUDIT	125.00	
32893	06/01/09	21,642.93	001124	CLEAN ENERGY		27167	5/9 LNG/FLT	6,830.26	
						27168	5/12 LNG/FLT	7,658.22	
						27333	5/14 LNG/FLT	7,154.45	
32894	06/01/09	44.35	075	COAST PAPER & SUPPLY INC.		27182	REV VEH PARTS	44.35	
32895	06/01/09	462.39	002063	COSTCO		27097	PHOTO PROCESS/OPS	3.54	
						27098	PHOTO PROCESS/OPS	3.61	
						27099	PHOTO PROCESS/OPS	6.50	
						27228	AIR CONDITION/RIVER	448.74	
32896	06/01/09	42,787.96	800	DELTA DENTAL PLAN		27276	JUN DENTAL INS	42,787.96	
32897	06/01/09	520.95	085	DIXON & SON TIRE, INC.		27131	MAY TIRES & TUBES	520.95	
32898	06/01/09	81.00	002388	DOGHERRA'S	7	27335	OUT RPR REV VEH	81.00	
32899	06/01/09	142.50	001492	EVERGREEN OIL INC.		27201	HAZ WASTE DISP	142.50	
32900	06/01/09	23.45	002307	EWING IRRIGATION PRODUCTS		27204	REPAIRS/MAINTENANCE	23.45	
32901	06/01/09	922.50	432	EXPRESS EMPLOYMENT PROS		27271	TEMP/FAC W/E 5/17	922.50	
32902	06/01/09	13,010.00	647	GFI GENFARE		27274	GFI UPGRADE	13,010.00	
32903	06/01/09	100.00	B023	GRAVES, RON		27319	MAY BOARD MTGS	100.00	
32904	06/01/09	100.00	B021	HAGEN, DONALD N.	7	27320	MAY BOARD MTGS	100.00	
32905	06/01/09	3,695.14	001745	HARTFORD LIFE AND ACCIDENT INS		27275	JUN LIFE/AD&D INS	3,695.14	
32906	06/01/09	50.00	B006	HINKLE, MICHELLE	7	27321	MAY BOARD MTGS	50.00	
32907	06/01/09	11.48	1117	KELLEY'S SERVICE INC.		27181	REV VEH PARTS	11.48	
32908	06/01/09	23.00	074	KENVILLE LOCKSMITHS	7	27137	REPAIRS/MAINTENANCE	23.00	
32909	06/01/09	327.56	039	KINKO'S INC.		27093	SUMMER BID PACK	90.08	
						27094	SUMMER BID PACK	237.48	
32910	06/01/09	585.00	852	LAW OFFICES OF MARIE F. SANG	7	27199	WORKERS COMP CLAIM	585.00	
32911	06/01/09	50.00	B025	MARTINEZ, EMILIO	7	27322	MAY BOARD MTGS	50.00	
32912	06/01/09	34.00	E048	MARTINEZ, MARK		27095	DMV FEE	34.00	
32913	06/01/09	19.51	001936	MCI		27246	APR PHONES	19.51	
32914	06/01/09	4.92	013	MCI SERVICE PARTS, INC.		27191	REV VEH PARTS	4.92	
32915	06/01/09	560.94	001052	MID VALLEY SUPPLY		27159	CLEANING SUPPLIES	560.94	
32916	06/01/09	427.74	041	MISSION UNIFORM		27100	UNIF/LAUNDRY/FLT	95.23	
						27101	UNIF/LAUNDRY/FLT	151.57	
						27102	UNIF/LAUNDRY/FLT	31.98	
						27103	UNIF/LAUNDRY/FLT	49.55	
						27133	UNIF/LAUNDRY/FAC	55.02	
						27334	UNIF/LAUNDRY/FLT	44.39	
32917	06/01/09	1,463.46	002721	NEXTEL COMMUNICATIONS		27253	4/4-5/3 PHONES/PT	1,463.46	
32918	06/01/09	1,066.40	009	PACIFIC GAS & ELECTRIC		27247	4/11-5/11 RESEARCH	1,066.40	
32919	06/01/09	139.97	043	PALACE ART & OFFICE SUPPLY		27123	OFFICE SUPPLY/PT	82.34	
						27243	OFFICE SUPPLY/LGL	57.63	
32920	06/01/09	100.00	B024	PIRIE, ELLEN	7	27323	MAY BOARD MTGS	100.00	
32921	06/01/09	2,555.73	882	PRINT SHOP SANTA CRUZ	7	27156	PRINTING/OPS	2,555.73	
32922	06/01/09	59.74	107A	PROBUILD		27086	REPAIRS/MAINTENANCE	47.87	

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32923	06/01/09	100.00	B022	ROBINSON, LYNN MARIE		27158	REPAIRS/MAINTENANCE	11.87	
32924	06/01/09	100.00	B015	ROTKIN, MIKE	7	27324	MAY BOARD MTGS	100.00	
32925	06/01/09	12,896.18	966	S.C. FUELS	0	27325	MAY BOARD MTGS	100.00	
32926	06/01/09	960.10	018	SALINAS VALLEY FORD SALES		27189	5/11 DIESEL/FLT	12,896.18	
32927	06/01/09	406.68	135	SANTA CRUZ AUTO PARTS, INC.		27188	REV VEH PARTS	960.10	
32928	06/01/09	85.95	848	SANTA CRUZ ELECTRONICS, INC.		27180	REV VEH PARTS	406.68	
						27174	OFFICE SUPPLY/IT	20.66	
						27175	OFFICE SUPPLY/IT	65.29	
32929	06/01/09	8,222.35	079	SANTA CRUZ MUNICIPAL UTILITIES		27258	4/17-5/14 ENCINAL	203.45	
						27259	4/17-5/14 VERNON	138.51	
						27260	4/17-5/14 VERNON	91.70	
						27261	4/17-5/14 111 DUBOIS	108.58	
						27262	4/17-5/14 1200 RIVER	839.44	
						27263	4/17-5/14 120 GOLF	161.63	
						27264	4/18-5/14 PACIFIC	92.32	
						27265	4/17-5/14 111 DUBOIS	387.32	
						27266	4/18-5/14 PACIFIC	2,659.88	
						27267	4/17-5/14 CEDAR	863.33	
						27268	4/17-5/14 1200 RIVER	2,676.19	
32930	06/01/09	565.88	977	SANTA CRUZ TRANSPORTATION, LLC	7	27269	MARCH PT SVCS	565.88	
32931	06/01/09	822.63	002871	STATE ELECTRIC GENERATOR		27203	ANNUAL SVC/MTC	822.63	
32932	06/01/09	100.00	B017	STONE, MARK	7	27326	MAY BOARD MTGS	100.00	
32933	06/01/09	32.89	007	UNITED PARCEL SERVICE		27328	FRT OUT-FLT	32.89	
32934	06/01/09	95.42	434	VERIZON WIRELESS	0	27272	PC CARDS/ADMIN	95.42	
32935	06/01/09	11,412.50	001043	VISION SERVICE PLAN		27277	JUN VISION INS	11,412.50	
32936	06/01/09	12.32	042	WFCB-OSH COMMERCIAL SERVICES		27251	REPAIRS/MAINTENANCE	12.32	
32937	06/08/09	202.08	002861	AMERICAN MESSAGING SVCS, LLC		27348	JUNE PAGERS	202.08	
32938	06/08/09	17,912.74	941	ASSURANT EMPLOYEE BENEFITS		27370	JUN LTD INS	17,912.74	
32939	06/08/09	442.66	002189	BUS & EQUIPMENT		27354	REV VEH PARTS	442.66	
32940	06/08/09	550.00	001290	CALPELRA		27384	EMP TRAINING/SLATER	550.00	
32941	06/08/09	550.00	001291	CALPELRA		27385	EMP TRAINING/AVILES	550.00	
32942	06/08/09	125.00	001113	CLARKE, SUSAN	7	27329	EXT BUS ANNOUN/AUDIT	125.00	
32943	06/08/09	21,661.80	001124	CLEAN ENERGY		27330	5/21 LNG/FLT	6,894.92	
						27331	5/19 LNG/FLT	7,807.30	
						27332	5/16 LNG/FLT	6,959.58	
32944	06/08/09	952.12	002609	CLEANSOURCE		27389	CLEANING SUPPLIES	952.12	
32945	06/08/09	44.56	002063	COSTCO		27313	PHOTO PROCESS/OPS	7.89	
						27314	PHOTO PROCESS/OPS	6.74	
						27358	CLEANING SUPPLIES	29.93	
32946	06/08/09	508.73	131	CUMMINS-ALLISON CORP.		27371	7/09-6/10 MAINT	476.67	
						27372	6/8-6/30 MAINTENANCE	32.06	
32947	06/08/09	1,020.90	085	DIXON & SON TIRE, INC.		27355	MAY TIRES & TUBES	125.27	
						27356	MAY TIRES & TUBES	344.29	
						27368	MAY TIRES & TUBES	551.34	
32948	06/08/09	64.00	002388	DOGHERRA'S	7	27357	OUT RPR REV VEH	64.00	
32949	06/08/09	720.00	001492	EVERGREEN OIL INC.		27338	HAZ WASTE DISP	720.00	
32950	06/08/09	585.00	432	EXPRESS EMPLOYMENT PROS		27347	TEMP/FAC W/E 5/24	585.00	
32951	06/08/09	72.98	711	GLASS DOCTOR	7	27359	OUT RPR REV VEH	72.98	
32952	06/08/09	97.42	282	GRAINGER		27339	REPAIRS/MAINTENANCE	93.82	
						27374	OFFICE SUPPLY/IT	3.60	

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32953	06/08/09	267.74	546	GRANITEROCK COMPANY		27345	REPAIRS/MAINTENANCE	267.74	
32954	06/08/09	207.76	215	IKON OFFICE SOLUTIONS		27395	4/19-5/18 MAINT/ADM	207.76	
32955	06/08/09	8.25	074	KENVILLE LOCKSMITHS	7	27388	PARTS & SUPPLIES	8.25	
32956	06/08/09	316.76	039	KINKO'S INC.		27235	SUMMER BLOCKS	316.76	
32957	06/08/09	1,110.00	852	LAW OFFICES OF MARIE F. SANG	7	27377	WORKERS COMP CLAIM	120.00	
						27378	WORKERS COMP CLAIM	210.00	
						27379	WORKERS COMP CLAIM	60.00	
						27380	WORKERS COMP CLAIM	720.00	
32958	06/08/09	821.60	001145	MANAGED HEALTH NETWORK		27369	JUN EAP PREMIUM	821.60	
32959	06/08/09	424.56	041	MISSION UNIFORM		27184	UNIF/LAUNDRY/FLT	95.23	
						27185	UNIF/LAUNDRY/FLT	152.65	
						27186	UNIF/LAUNDRY/FLT	49.55	
						27187	UNIF/LAUNDRY/FLT	31.98	
						27255	UNIF/LAUNDRY/FAC	56.73	
						27352	UNIF/LAUNDRY/PT	38.42	
32960	06/08/09	1,734.55	001063	NEW FLYER INDUSTRIES LIMITED		27390	REV VEH PARTS	1,734.55	
32961	06/08/09	633.17	009	PACIFIC GAS & ELECTRIC		27386	1/09-5/09 1217 RIVER	633.17	
32962	06/08/09	128.62	043	PALACE ART & OFFICE SUPPLY		27360	OFFICE SUPPLY/PT	128.62	
32963	06/08/09	467.00	001149	PREFERRED PLUMBING, INC.		27392	SVC/PACIFIC	467.00	
32964	06/08/09	37.44	107A	PROBUILD		27254	REPAIRS/MAINTENANCE	37.44	
32965	06/08/09	1,115.86	001379	SAFETY-KLEEN		27270	HAZ WASTE DISP	1,115.86	
32966	06/08/09	277.36	002713	SANTA CRUZ AUTO TECH, INC.		27353	OUT RPR REV VEH	277.36	
32967	06/08/09	417.02	135	SANTA CRUZ AUTO PARTS, INC.		27350	REV VEH PARTS	150.65	
						27351	REV VEH PARTS	266.37	
32968	06/08/09	1,523.00	002700	SANTA CRUZ COUNTY		27337	HEALTH PERMIT/RIVER	1,523.00	
32969	06/08/09	15.15	848	SANTA CRUZ ELECTRONICS, INC.		27373	OFFICE SUPPLY/IT	15.15	
32970	06/08/09	2,500.00	002267	SHAW / YODER / ANTWI, INC.		27256	MAY LEGISLATIVE SVCS	2,500.00	
32971	06/08/09	160.00	001817	SOCIETY FOR HUMAN RESOURCE		27387	MEMBERSHIP DUES	160.00	
32972	06/08/09	2,829.39	001232	SPECIALIZED AUTO AND		27361	OUT RPR REV VEH	789.25	
						27362	OUT RPR REV VEH	295.41	
						27363	OUT RPR REV VEH	237.98	
						27364	OUT RPR REV VEH	383.78	
						27365	OUT RPR REV VEH	334.18	
						27366	OUT RPR REV VEH	527.71	
						27367	OUT RPR REV VEH	261.08	
32973	06/08/09	4,226.69	002871	STATE ELECTRIC GENERATOR		27248	BIANNUAL SVC/MMF	1,470.23	
						27249	BIANNUAL SVC/PT	843.58	
						27250	BIANNUAL SVC/FUEL ST	1,470.23	
						27391	SVC/PACIFIC	442.65	
32974	06/08/09	54.08	434B	VERIZON CALIFORNIA		27375	MT BIEWLASKI	54.08	
32975	06/08/09	12,186.36	001239	WALD, RUHNKE & DOST ARCHITECTS		27382	APR A&E SVCS/VERNON	2,411.89	
						27383	MAR A&E SVCS/VERNON	9,774.47	
32976	06/15/09	4,840.97	001B	AT&T/MCI		27492	APR PHONES	4,840.97	
32977	06/15/09	148.95	002689	B & B SMALL ENGINE		27503	OUT RPR EQUIP	148.95	
32978	06/15/09	919.41	664	BAY COUNTIES PITCOCK PETROLEUM		27447	5/22 FUEL & LUBE	919.41	
32979	06/15/09	1,110.00	478	BEE CLENE	0	27349	CARPET/OPS	375.00	
						27486	CARPET/ENCINAL	735.00	
32980	06/15/09	774.00	011	BEWLEYS CLEANING	7	27257	MAY SVC/RESEARCH PRK	774.00	
32981	06/15/09	308.45	002189	BUS & EQUIPMENT		27414	REV VEH PARTS	179.29	
						27418	REV VEH PARTS	129.16	

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32982	06/15/09	12.00	001346	CITY OF SANTA CRUZ		27504	MAY LANDFILL	12.00	
32983	06/15/09	125.00	001113	CLARKE, SUSAN	7	27397	EXT BUS ANNOUN/AUDIT	125.00	
32984	06/15/09	14,308.89	001124	CLEAN ENERGY		27440	5/23 LNG/FLT	6,445.91	
						27441	5/27 LNG/FLT	7,862.98	
32985	06/15/09	14.14	002063	COSTCO		27315	PHOTO PROCESS/OPS	6.74	
						27316	PHOTO PROCESS/OPS	5.67	
						27317	PHOTO PROCESS/OPS	1.73	
32986	06/15/09	1,148.00	E638	COTTER, ROBERT		27524	5/3-5/31 RELOCATION	1,148.00	
32987	06/15/09	2,425.08	001000	DAIMLER BUSES N. AMERICA INC.		27398	REV VEH PARTS	1,400.28	
						27399	REV VEH PARTS	35.53	
						27400	REV VEH PARTS	23.22	
						27401	REV VEH PARTS	147.54	
						27402	REV VEH PARTS	227.98	
						27403	REV VEH PARTS	27.32	
						27404	REV VEH PARTS	234.96	
						27405	REV VEH PARTS	23.74	
						27462	REV VEH PARTS	48.88	
						27463	REV VEH PARTS	226.96	
						27464	REV VEH PARTS	28.67	
32988	06/15/09	2,901.24	001316	DEVCO OIL		27479	MAY FUEL/ FLT	2,901.24	
32989	06/15/09	2,912.70	480	DIESEL MARINE ELECTRIC, INC.		27474	REV VEH PARTS	2,912.70	
32990	06/15/09	441.07	085	DIXON & SON TIRE, INC.		27415	MAY TIRES & TUBES	441.07	
32991	06/15/09	55.00	002388	DOGHERRA'S	7	27420	OUT RPR REV VEH	55.00	
32992	06/15/09	990.00	432	EXPRESS EMPLOYMENT PROS		27480	TEMP/FAC W/E 5/31	990.00	
32993	06/15/09	941.40	117	GILLIG LLC		27471	REV VEH PARTS	94.48	
						27472	REV VEH PARTS	275.25	
						27473	REV VEH PARTS	571.67	
32994	06/15/09	318.91	282	GRAINGER		27469	CLEANING SUPPLIES	296.44	
						27470	REV VEH PARTS	22.47	
32995	06/15/09	476.35	001097	GREENWASTE RECOVERY, INC.		27506	MAY GARB/GREEN VLY	17.50	
						27507	MAY GARB/RESEARCH	210.52	
						27508	MAY GARB/KINGS	70.45	
						27509	MAY GARB/KINGS	177.88	
32996	06/15/09	38.73	166	HOSE SHOP, THE		27468	REV VEH PARTS	38.73	
32997	06/15/09	253.90	002240	KLEEN-RITE PRESSURE WASHERS	7	27336	OUT RPR EQUIP	253.90	
32998	06/15/09	122.50	001093	KROLL LABORATORY SPECIALISTS		27394	MAY DRUG TESTS	122.50	
32999	06/15/09	50.00	880	LEXISNEXIS		27522	PROF/TECH/RISK	50.00	
33000	06/15/09	30.38	013	MCI SERVICE PARTS, INC.		27467	REV VEH PARTS	30.38	
33001	06/15/09	407.05	041	MISSION UNIFORM		27309	UNIF/LAUNDRY/FLT	90.38	
						27310	UNIF/LAUNDRY/FLT	152.65	
						27311	UNIF/LAUNDRY/FLT	49.55	
						27312	UNIF/LAUNDRY/FLT	29.41	
						27406	UNIF/LAUNDRY/PT	34.54	
						27478	UNIF/LAUNDRY/FAC	50.52	
33002	06/15/09	37.12	288	MUNCIE TRANSIT SUPPLY		27475	REV VEH PARTS	32.85	
						27476	REV VEH PARTS	4.27	
33003	06/15/09	2,274.36	002721	NEXTEL COMMUNICATIONS		27419	3/04-4/03 PHONES	2,274.36	
33004	06/15/09	161.16	004	NORTH BAY FORD LINC-MERCURY		27438	REV VEH PARTS	43.30	
						27439	REV VEH PARTS	117.86	
33005	06/15/09	548.14	001176	NORTHSTAR, INC.		27523	OUT RPR BLDG & IMP	548.14	

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33006	06/15/09	12,405.20	009	PACIFIC GAS & ELECTRIC		27494	4/29-5/28 1200 RIVER	1,445.55	
						27495	4/29-5/28 1122 RIVER	50.67	
						27496	4/29-5/28 110 VERNON	749.66	
						27497	4/28-5/28 115 DUBOIS	8.97	
						27498	4/28-5/28 115 DUBOIS	14.71	
						27499	4/28-5/28 115 DUBOIS	143.60	
						27500	4/28-5/28 ENCINAL	3,222.45	
						27501	4/28-5/28 111 DUBOIS	1,448.93	
						27502	4/29-5/28 138 GOLF	2,963.02	
						27505	5/1-6/1 PACIFIC	2,357.64	
33007	06/15/09	644.00	481	PIED PIPER EXTERMINATORS, INC.		27340	MAY PEST CONTROL	48.50	
						27341	MAY PEST CONTROL	183.00	
						27342	MAY PEST CONTROL	241.00	
						27343	MAY PEST CONTROL	48.50	
						27344	MAY PEST CONTROL	53.00	
						27346	MAY PEST CONTROL	70.00	
33008	06/15/09	11.82	107A	PROBUILD		27484	REPAIRS/MAINTENANCE	11.82	
33009	06/15/09	227.87	001548	QUILL CORPORATION		27376	OFFICE SUPPLY/IT	89.94	
						27446	OFFICE SUPPLY/FLT	137.93	
33010	06/15/09	13,009.86	966	S.C. FUELS	0	27442	5/22 DIESEL/FLT	13,009.86	
33011	06/15/09	808.30	002713	SANTA CRUZ AUTO TECH, INC.		27421	OUT RPR REV VEH	808.30	
33012	06/15/09	429.41	135	SANTA CRUZ AUTO PARTS, INC.		27411	REV VEH PARTS	367.10	
						27436	CLEANING SUPPLIES	22.96	
						27437	CLEANING SUPPLIES	39.35	
33013	06/15/09	304.98	079	SANTA CRUZ MUNICIPAL UTILITIES		27488	3/24-5/21 RESEARCH	304.98	
33014	06/15/09	160.57	760	SCMTD PETTY CASH - PARACRUZ		27493	REIMBURSE PETTY CASH	160.57	
33015	06/15/09	2,051.76	001232	SPECIALIZED AUTO AND		27417	OUT RPR REV VEH	813.20	
						27424	OUT RPR REV VEH	73.72	
						27426	OUT RPR REV VEH	203.56	
						27427	OUT RPR REV VEH	219.35	
						27428	OUT RPR REV VEH	161.91	
						27429	OUT RPR REV VEH	285.77	
						27430	OUT RPR REV VEH	294.25	
33016	06/15/09	848.38	002871	STATE ELECTRIC GENERATOR		27510	ANNUAL SVCS/OPS	848.38	
33017	06/15/09	236.38	366	TENNANT COMPANY		27465	OUT RPR EQUIP	236.38	
33018	06/15/09	22.93	007	UNITED PARCEL SERVICE		27443	FRT OUT/FLT	22.93	
33019	06/15/09	1,042.53	001223	WATSONVILLE CADILLAC, BUICK,		27407	REV VEH PARTS	669.98	
						27408	REV VEH PARTS	372.55	
33020	06/15/09	70.00	682	WEISS, AMY L.	7	27396	MAY INTERPRETER	70.00	
33021	06/15/09	164.26	436	WEST PAYMENT CENTER		27521	CA 09 CIVIL PRACTICE	164.26	
33022	06/15/09	1,803.88	001506	WESTERN STATES OIL CO., INC.		27444	5/04 ATF/FLT	637.78	
						27445	5/4 ATF/FLT	1,166.10	
33023	06/15/09	113.06	147	ZEE MEDICAL SERVICE CO.		27490	SAFETY SUPPLIES	36.79	
						27491	SAFETY SUPPLIES	76.27	
33024	06/22/09	504.26	R553	ALLSTATE INSURANCE		27550	SETTLEMENT/RISK	504.26	
33025	06/22/09	32,928.32	001264	ANDREWS INTERNATIONAL INC		27551	4/27-5/31 SECURITY	32,928.32	
33026	06/22/09	85.08	001	AT&T		27585	REPEATER/RIVER	85.08	
33027	06/22/09	624.00	876	ATCHISON, BARISONE, CONDOTTI &	7	27512	LEGAL SVCS/425 FRONT	624.00	
33028	06/22/09	375.00	478	BEE CLENE	0	27487	CARPET/PACIFIC	375.00	
33029	06/22/09	491.25	002189	BUS & EQUIPMENT		27572	REV VEH PARTS	491.25	

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33030	06/22/09	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		27381	JUN LEGISLATIVE SVCS	5,000.00	
33031	06/22/09	50.30	667	CITY OF SCOTTS VALLEY		27527	3/15-5/15 SVTC	50.30	
33032	06/22/09	125.00	001113	CLARKE, SUSAN	7	27562	EXT BUS ANNOUN/AUDIT	125.00	
33033	06/22/09	7,074.52	001124	CLEAN ENERGY		27450	5/29 LNG/FLT	7,074.52	
33034	06/22/09	41,598.53	002569	COMERICA BANK		27393	WORK COMP FUND	41,598.53	
33035	06/22/09	70.47	002063	COSTCO		27515	PHOTO PROCESS/OPS	9.41	
						27516	PHOTO PROCESS/OPS	3.03	
						27517	PHOTO PROCESS/OPS	2.87	
						27518	PHOTO PROCESS/OPS	2.21	
						27519	PHOTO PROCESS/OPS	7.75	
						27552	PHOTO PROCESS/OPS	11.65	
						27553	PHOTO PROCESS/OPS	6.06	
						27554	PHOTO PROCESS/OPS	5.54	
						27555	PHOTO PROCESS/OPS	5.92	
						27556	PHOTO PROCESS/OPS	12.16	
						27557	PHOTO PROCESS/OPS	3.87	
33036	06/22/09	906.40	001048	CRUZ CAR WASH		27576	OUT RPR REV VEH	906.40	
33037	06/22/09	435.00	916	DOCTORS ON DUTY		27539	DRUG TEST	35.00	
						27540	DRUG TEST	30.00	
						27541	DRUG TEST	30.00	
						27542	DRUG TEST	35.00	
						27543	DRUG TEST	30.00	
						27544	DRUG TEST	35.00	
						27545	DRUG TEST	30.00	
						27546	DRUG TEST	30.00	
						27547	DRUG TEST	30.00	
						27548	DRUG TEST	30.00	
						27558	DRUG TEST	120.00	
33038	06/22/09	71.00	002388	DOGHERRA'S	7	27575	OUT RPR REV VEH	71.00	
33039	06/22/09	500.00	002862	ECOLOGICAL CONCERNS INC.		27592	WATER DRAINAGE/MB	500.00	
33040	06/22/09	10.00	E358	FUENTES, JOHN		27563	DMV FEE	10.00	
33041	06/22/09	167.43	282	GRAINGER		27482	REPAIRS/MAINTENANCE	167.43	
33042	06/22/09	56,323.00	001035	HARRIS & ASSOCIATES		27590	PROF SVCS THRU 5/31	4,080.00	
						27591	PROF TECH THRU 5/31	52,243.00	
33043	06/22/09	2,096.50	039	KINKO'S INC.		27564	PRINTING/MTC	1,030.76	
						27565	PRINTING/MTC	408.30	
						27566	PRINTING/MTC	657.44	
33044	06/22/09	483.46	002240	KLEEN-RITE PRESSURE WASHERS	7	27587	OUT RPR EQUIP	483.46	
33045	06/22/09	8,512.46	001119	MACERICH PARTNERSHIP LP	7	27570	2004 TO CURRENT CPI	8,512.46	
33046	06/22/09	10.00	E048	MARTINEZ, MARK		27561	DMV FEE	10.00	
33047	06/22/09	315.36	001052	MID VALLEY SUPPLY		27489	CLEANING SUPPLIES	315.36	
33048	06/22/09	765.31	041	MISSION UNIFORM		27431	UNIF/LAUNDRY/FLT	29.41	
						27432	UNIF/LAUNDRY/FLT	49.55	
						27433	UNIF/LAUNDRY/FLT	151.57	
						27434	UNIF/LAUNDRY/FLT	95.23	
						27477	UNIF/LAUNDRY/FAC	52.10	
						27533	UNIF/LAUNDRY/FLT	49.55	
						27534	UNIF/LAUNDRY/FLT	29.41	
						27535	UNIF/LAUNDRY/FLT	151.53	
						27536	UNIF/LAUNDRY/FLT	95.23	

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						27538	UNIF/LAUNDRY/FAC	27.19	
						27581	UNIF/LAUNDRY/PT	34.54	
33049	06/22/09	346.50	001757	MOUNTAIN SERVICE COMPANY	7	27588	OUT RPR/PT	346.50	
33050	06/22/09	44.00	E258	O'HAGIN, JUSTINA		27560	DMV FEE	44.00	
33051	06/22/09	10.00	E509	OLANDER, MARTIN		27525	DMV FEE	10.00	
33052	06/22/09	111.50	001002	ORACLE CORPORATION		27176	3/1-5/31 SUPPORT/IT	111.50	
33053	06/22/09	4,308.96	009	PACIFIC GAS & ELECTRIC		27582	5/7-6/5 KING VLG	13.84	
						27583	4/25-6/5 KINGS VLG	4,295.12	
33054	06/22/09	192.55	043	PALACE ART & OFFICE SUPPLY		27449	OFFICE SUPPLY/ADM	46.07	
						27520	OFFICE SUPPLY/OPS	39.39	
						27567	OFFICE SUPPLY/MTC	31.40	
						27568	OFFICE SUPPLY/MTC	15.10	
						27574	OFFICE SUPPLY/PT	60.59	
33055	06/22/09	887.00	950	PARADISE LANDSCAPE INC	0	27481	JUNE MAINT	887.00	
33056	06/22/09	147.83	050	PITNEY BOWES INC.		27571	7/1-9/30 RENTAL/MTC	147.83	
33057	06/22/09	963.60	156	PRINT GALLERY, THE		27569	PRINTING/MTC	963.60	
33058	06/22/09	151.81	107A	PROBUILD		27483	REPAIRS/MAINTENANCE	117.26	
						27485	REPAIRS/MAINTENANCE	34.55	
33059	06/22/09	635.63	018	SALINAS VALLEY FORD SALES		27466	REV VEH PARTS	635.63	
33060	06/22/09	372.30	001237	SAN JOSE BLUEPRINT		27589	ENG DRAW/SPECS/MB	372.30	
33061	06/22/09	330.92	002713	SANTA CRUZ AUTO TECH, INC.		27573	OUT RPR REV VEH	330.92	
33062	06/22/09	822.30	135	SANTA CRUZ AUTO PARTS, INC.		27412	REV VEH PARTS	520.03	
						27435	REV VEH PARTS	5.11	
						27532	PARTS/CLEAN SUPPLY	53.25	
						27577	REV VEH PARTS	225.06	
						27578	REV VEH PARTS	-38.31	
						27579	REV VEH PARTS	57.16	
33063	06/22/09	230.26	079	SANTA CRUZ MUNICIPAL UTILITIES		27599	4/17-5/14 1217 RIVER	230.26	
33064	06/22/09	760.52	001232	SPECIALIZED AUTO AND		27422	OUT RPR REV VEH	301.38	
						27423	OUT RPR REV VEH	161.91	
						27425	OUT RPR REV VEH	297.23	
33065	06/22/09	89.37	001976	SPORTWORKS NORTHWEST, INC.		27529	REV VEH PARTS	89.37	
33066	06/22/09	966.00	080	STATE BOARD OF EQUALIZATION		27586	5/1-6/15 USE TAX	966.00	
33067	06/22/09	11,450.90	001648	STEVE'S UNION SERVICE		27413	MAY FUEL/LUBE/PT	11,450.90	
33068	06/22/09	2,707.41	002805	TELEPATH CORPORATION		27528	JUN OUT RPR EQUIP	2,707.41	
33069	06/22/09	2,403.45	057	U.S. BANK		27595	4246044555645971	983.29	
						27596	4246044555645971	499.99	
						27597	4246044555645971	920.17	
33070	06/22/09	13,772.50	T196	WALGREENS		27549	A/R CREDIT BALANCE	13,772.50	
33071	06/22/09	15,985.50	001083	WATSONVILLE TRANSPORTATION, INC		27416	MAY PT SVCS	15,985.50	
33072	06/22/09	345.37	436	WEST PAYMENT CENTER		27511	MAY ACCESS CHARGES	52.23	
						27513	MAY ACCESS CHARGES	293.14	
33073	06/29/09	500.00	002237	ACCESS OPTIONS, INC.		27620	OUT RPR REV VEH	500.00	
33074	06/29/09	1,172.94	001	AT&T		27614	MAY PHONES/138 GOLF	776.62	
						27652	REPEATERS/RIVER	396.32	
33075	06/29/09	185.30	001A	AT&T		27604	MAY PHONES/IT	17.89	
						27605	MAY PHONES/138 GOLF	141.91	
						27606	MAY FAX/DUBOIS	25.50	
33076	06/29/09	56.06	M033	BAILEY, NEIL	0	27715	MED PYMT SUPP	56.06	
33077	06/29/09	1,800.00	616	BROWN ARMSTRONG		27618	09 AUDIT SVCS	1,800.00	

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33078	06/29/09	456,437.21	502	CA PUBLIC EMPLOYEES'		27641	JUL MED INS	456,437.21	
33079	06/29/09	56.06	M022	CAPELLA, KATHLEEN	0	27729	MED PYMT SUPP	56.06	
33080	06/29/09	28.03	M073	CENTER, DOUG	0	27736	MED PYMT SUPP	28.03	
33081	06/29/09	64.05	172	CENTRAL WELDER'S SUPPLY, INC.		27713	PARTS & SUPPLIES	64.05	
33082	06/29/09	28.03	M036	CERVANTES, GLORIA	0	27716	MED PYMT SUPP	28.03	
33083	06/29/09	1,086.26	130	CITY OF WATSONVILLE UTILITIES		27609	CONT/RODRIGUEZ	721.78	
						27610	4/30-5/27 RODRIGUEZ	42.36	
						27611	5/1-6/1 WTC	42.92	
						27612	4/30-5/27 RODRIGUEZ	246.76	
						27613	4/30-5/27 RODRIGUEZ	32.44	
33084	06/29/09	125.00	001113	CLARKE, SUSAN	7	27664	EXT BUS ANNOUN/AUDIT	125.00	
33085	06/29/09	38,178.55	001124	CLEAN ENERGY		27685	6/11 LNG/FLT	8,691.57	
						27686	6/8 LNG/FLT	7,680.33	
						27687	6/5 LNG/FLT	7,314.60	
						27688	6/3 LNG/FLT	7,197.57	
						27689	6/1 LNG/FLT	7,294.48	
33086	06/29/09	1,000.00	001084	CLUTCH COURIERS		27448	MAY INTEROFFICE MAIL	1,000.00	
33087	06/29/09	1,904.64	075	COAST PAPER & SUPPLY INC.		27644	CLEANING SUPPLIES	1,737.76	
						27653	CLEANING SUPPLIES	166.88	
33088	06/29/09	184.00	367	COMMUNITY TELEVISION OF		27761	TV COVERAGE 5/22	184.00	
33089	06/29/09	33.75	002063	COSTCO		27598	LOCAL MTG EXP	13.68	
						27633	PHOTO PROCESS/OPS	9.95	
						27634	PHOTO PROCESS/OPS	6.58	
						27635	PHOTO PROCESS/OPS	3.54	
33090	06/29/09	28.03	M092	CRAWFORD, TERRI	0	27737	MED PYMT SUPP	28.03	
33091	06/29/09	28.03	M039	DAVILA, ANA MARIA	0	27717	MED PYMT SUPP	28.03	
33092	06/29/09	282.41	085	DIXON & SON TIRE, INC.		27622	MAY TIRES & TUBES/PT	282.41	
33093	06/29/09	28.03	M096	DRAKE, JUDITH	0	27738	MED PYMT SUPP	28.03	
33094	06/29/09	913.00	001492	EVERGREEN OIL INC.		27655	HAZ WASTE DISP	60.00	
						27656	HAZ WASTE DISP	207.00	
						27657	HAZ WASTE DISP	15.00	
						27714	HAZ WASTE DISP	631.00	
33095	06/29/09	1,980.00	432	EXPRESS EMPLOYMENT PROS		27658	TEMP/FAC W/E 6/7	990.00	
						27673	TEMP/FAC W/E 6/14	990.00	
33096	06/29/09	196.60	372	FEDERAL EXPRESS		27669	MAY-JUNE SHIPPING	196.60	
33097	06/29/09	28.03	M099	FIKE, LOUIS	0	27739	MED PYMT SUPP	28.03	
33098	06/29/09	105.00	002295	FIRST ALARM		27619	MAY PROF/TECH/PT	105.00	
33099	06/29/09	6,205.52	001158	FRICKE PARKS PRESS INC		27782	PRINTING/MTC	6,205.52	
33100	06/29/09	67.46	M074	GABRIELE, BERNARD	0	27740	MED PYMT SUPP	67.46	
33101	06/29/09	28.03	M040	GARBEZ, LINDA	0	27718	MED PYMT SUPP	28.03	
33102	06/29/09	56.06	M100	GARCIA, SANTIAGO	0	27719	MED PYMT SUPP	56.06	
33103	06/29/09	5.25	001199	GHARAHGOZLOO, ALI		27636	CHANGE FUND	5.25	
33104	06/29/09	28.03	M101	GOES, ALAN	0	27741	MED PYMT SUPP	28.03	
33105	06/29/09	56.06	M041	GOUVEIA, ROBERT	0	27720	MED PYMT SUPP	56.06	
33106	06/29/09	72.94	M081	HALL, JAMES	0	27721	MED PYMT SUPP	72.94	
33107	06/29/09	3,609.19	001745	HARTFORD LIFE AND ACCIDENT INS		27745	JUL LIFE/AD&D INS	3,609.19	
33108	06/29/09	115.33	510A	HASLER, INC.		27621	JULY RENTAL/PT	43.06	
						27781	7/1-7/31 RENTAL/ADM	72.27	
33109	06/29/09	30,000.00	002116	HINSHAW, EDWARD & BARBARA	7	27786	370 ENCINAL RENT	30,000.00	
33110	06/29/09	15,767.45	002117	IULIANO	7	27785	115 DUBOIS RENT	3,369.76	

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

DATE: 06/01/09 THRU 06/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33111	06/29/09	12,500.00	001262	JABICO ENTERPRISES, LLC	7	27787	111 DUBOIS RENT	12,397.69	
						27637	PROF/TECH SVCS IT	7,650.00	
						27638	PROF/TECH SVCS IT	4,850.00	
33112	06/29/09	2,820.54	110	JESSICA GROCERY STORE, INC.		27788	CUSTODIAL SERVICES	2,820.54	
33113	06/29/09	1,473.33	R554	JOHN R. WILLIAMS, ESQ.		27639	LEGAL SVCS/RISK	1,473.33	
33114	06/29/09	28.03	M104	JUSSEL, PETE	0	27742	MED PYMT SUPP	28.03	
33115	06/29/09	246.99	M061	KAMEDA, TERRY	0	27730	MED PYMT SUPP	246.99	
33116	06/29/09	5.50	074	KENVILLE LOCKSMITHS	7	27537	REPAIRS/MAINTENANCE	5.50	
33117	06/29/09	128.12	002240	KLEEN-RITE PRESSURE WASHERS	7	27584	REPAIRS/MAINTENANCE	128.12	
33118	06/29/09	480.00	852	LAW OFFICES OF MARIE F. SANG	7	27526	WORKERS COMP CLAIM	480.00	
33119	06/29/09	1,645.13	001119	MACERICH PARTNERSHIP LP	7	27783	CAPITOLA MALL RENT	1,645.13	
33120	06/29/09	125,000.00	R555	MARY BELL AND MARK DAVIS, ESQ.		27667	SETTLEMENT/RISK	125,000.00	
33121	06/29/09	21.75	001936	MCI		27758	MAY PHONES	21.75	
33122	06/29/09	188.39	013	MCI SERVICE PARTS, INC.		27699	REV VEH PARTS	188.39	
33123	06/29/09	128.06	001240	MEAN GREEN LBC		27690	CLEANING SUPPLIES	128.06	
33124	06/29/09	1,303.96	001052	MID VALLEY SUPPLY		27645	CREDIT NOTE	-105.67	
						27654	CLEANING SUPPLIES	34.82	
						27659	CLEANING SUPPLIES	1,374.81	
33125	06/29/09	527.41	041	MISSION UNIFORM		27624	UNIF/LAUNDRY/FAC	50.39	
						27675	UNIF/LAUNDRY/FLT	76.28	
						27676	UNIF/LAUNDRY/FLT	27.28	
						27677	UNIF/LAUNDRY/FLT	44.35	
						27678	UNIF/LAUNDRY/FLT	0.82	
						27679	UNIF/LAUNDRY/FLT	31.98	
						27680	UNIF/LAUNDRY/FLT	49.53	
						27681	UNIF/LAUNDRY/FLT	151.53	
						27682	UNIF/LAUNDRY/FLT	95.23	
33126	06/29/09	3,043.34	001063	NEW FLYER INDUSTRIES LIMITED		27691	REV VEH PARTS	205.00	
						27692	REV VEH PARTS	11.38	
						27693	REV VEH PARTS	774.30	
						27694	REV VEH PARTS	275.92	
						27695	REV VEH PARTS	82.30	
						27696	REV VEH PARTS	349.20	
						27697	REV VEH PARTS	7.30	
						27698	REV VEH PARTS	890.72	
						27700	REV VEH PARTS	32.00	
						27701	REV VEH PARTS	89.00	
						27702	REV VEH PARTS	170.72	
						27703	REV VEH PARTS	67.10	
						27704	REV VEH PARTS	85.40	
						27705	REV VEH PARTS	3.00	
33127	06/29/09	17,976.11	001176	NORTHSTAR, INC.		27607	OUT RPR EQUIP	737.28	
						27608	MAY OUT RPR EQUIP	14,842.00	
						27665	OUT RPR BUILD & IMP	2,197.50	
						27666	OUT RPR BUILD & IMP	199.33	
33128	06/29/09	28.03	M050	O'MARA, KATHLEEN	0	27722	MED PYMT SUPP	28.03	
33129	06/29/09	1,111.73	009	PACIFIC GAS & ELECTRIC		27672	5/12-6/11 RESEARCH	1,111.73	
33130	06/29/09	665.99	043	PALACE ART & OFFICE SUPPLY		27514	OFFICE SUPPLY/FIN	561.02	
						27559	OFFICE SUPPLY/OPS	53.78	
						27632	OFFICE SUPPLY/OPS	51.19	

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

DATE: 06/01/09 THRU 06/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33131	06/29/09	217.29	M057	PARHAM, WALLACE	0	27731	MED PYMT SUPP	217.29	
33132	06/29/09	28.03	M109	PEREZ, CHERYL		27723	MED PYMT SUPP	28.03	
33133	06/29/09	180.17	M064	PETERS, TERRIE	0	27732	MED PYMT SUPP	180.17	
33134	06/29/09	28.03	M070	PICARELLA, FRANCIS	0	27733	MED PYMT SUPP	28.03	
33135	06/29/09	217.29	M058	POTEETE, BEVERLY	0	27734	MED PYMT SUPP	217.29	
33136	06/29/09	32.25	107A	PROBUILD		27660	REPAIRS/MAINTENANCE	1.65	
						27661	REPAIRS/MAINTENANCE	13.57	
						27662	REPAIRS/MAINTENANCE	17.03	
33137	06/29/09	105.87	087	RECOGNITION SERVICES		27593	EMP INCENTIVE	105.87	
33138	06/29/09	147.75	061	REGISTER PAJARONIAN		27594	6/11 PUB NOTICE/ADM	147.75	
33139	06/29/09	171,853.22	904	RNL DESIGN		27762	SVCS THRU 2/28 MB	11,306.89	
						27763	SVCS THRU 2/28 MB	1,710.43	
						27764	SVCS THRU 2/28 MB	96,626.60	
						27765	SVCS THRU 4/30 MB	9,960.00	
						27766	SVCS THRU 4/30 MB	17,684.30	
						27767	SVC THRU 4/30 MB	34,565.00	
33140	06/29/09	56.06	M085	ROSSI, DENISE	0	27724	MED PYMT SUPP	56.06	
33141	06/29/09	28.03	M030	ROWE, RUBY		27725	MED PYMT SUPP	28.03	
33142	06/29/09	14,769.34	966	S.C. FUELS	0	27707	6/4 DIESEL/FLT	14,769.34	
33143	06/29/09	685.30	135	SANTA CRUZ AUTO PARTS, INC.		27600	REV VEH PARTS	90.01	
						27601	REV VEH PARTS	451.62	
						27602	REV VEH PARTS	90.01	
						27603	REV VEH PARTS	46.10	
						27709	REV VEH PARTS	7.56	
33144	06/29/09	196.72	149	SANTA CRUZ SENTINEL	0	27780	CLASSIFIED ADS/FIN	196.72	
33145	06/29/09	59.43	122	SCMTD PETTY CASH - OPS		27668	PETTY CASH	59.43	
33146	06/29/09	156.17	M010	SHORT, SLOAN	0	27735	MED PYMT SUPP	156.17	
33147	06/29/09	28.03	M112	SILVA, EDUARDO	0	27743	MED PYMT SUPP	28.03	
33148	06/29/09	56.06	M054	SLOAN, FRANCIS	0	27726	MED PYMT SUPP	56.06	
33149	06/29/09	6,960.00	002067	SOIL CONTROL		27752	TESTING/111 DUBOIS	1,160.00	
						27753	TESTING/138 GOLF	1,160.00	
						27754	TESTING/1200 RIVER	1,160.00	
						27755	TESTING/DUBOIS	1,160.00	
						27756	TESTING/MMF	1,160.00	
						27757	TESTING/OPS	1,160.00	
33150	06/29/09	12,224.03	001075	SOQUEL III ASSOCIATES	7	27784	RESEARCH PARK RENT	12,224.03	
33151	06/29/09	1,367.79	001232	SPECIALIZED AUTO AND		27615	OUT RPR REV VEH	482.83	
						27616	OUT RPR REV VEH	476.13	
						27617	OUT RPR REV VEH	408.83	
33152	06/29/09	5,187.50	900	STATE OF CALIFORNIA-DEPT OF		27773	EPA MANIFESTS	5,187.50	
33153	06/29/09	600.00	001165	THANH N. VU MD	7	27625	MED EXAM	75.00	
						27626	MED EXAM	75.00	
						27627	MED EXAM	75.00	
						27628	MED EXAM	75.00	
						27629	MED EXAM	75.00	
						27630	MED EXAM	75.00	
						27631	MED EXAM	75.00	
						27708	MED EXAM	75.00	
33154	06/29/09	28.03	M086	TOLINE, DONALD	0	27727	MED PYMT SUPP	28.03	
33155	06/29/09	18.00	007	UNITED PARCEL SERVICE		27670	FRT/FLT	18.00	

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

DATE: 06/01/09 THRU 06/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33156	06/29/09	120.02	434	VERIZON WIRELESS	0	27751	PC CARDS/ADMIN	120.02	
33157	06/29/09	217.29	M076	VONWAL, YVETTE	0	27744	MED PYMT SUPP	217.29	
33158	06/29/09	4,225.96	001239	WALD, RUHNKE & DOST ARCHITECTS		27760	MAY A&E SVCS/VERNON	4,225.96	
33159	06/29/09	22.00	E495	WHITE, LES		27769	6/2 EMP TRAVEL	22.00	
33160	06/29/09	59.73	E495A	WHITE, LES		27770	6/12-6/14 EMP TRAVEL	59.73	
33161	06/29/09	28.03	M088	YAGI, RANDY	0	27728	MED PYMT SUPP	28.03	
33162	06/29/09	260.77	147	ZEE MEDICAL SERVICE CO.		27642	SAFETY SUPPLIES	34.93	
						27643	SAFETY SUPPLIES	147.55	
						27671	SAFETY SUPPLIES	78.29	
TOTAL		1,443,920.84		ACCOUNTS PAYABLE			TOTAL CHECKS	278	1,443,920.84

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# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Arias, Madeline  
Date of Incident: 08/05/09

Received: 9/03/09 Claim #: 09-0019  
Occurrence Report No.: SC 08-09-01

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 9-09-09

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I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 25, 2009.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # 09-0019

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Madeline Arias

Claimant's Address/Post Office Box: [Redacted]

Claimant's Phone Number: [Redacted]

2. Address to which notices are to be sent: [Redacted]

3. Occurrence: Downtown Sta. Cruz Metro Center

Date: Aug. 5, 2009 Time: 6:45 PM Place: Metro Bus Station

Circumstances of occurrence or transaction giving rise to claim: I'm riding a bus from Soquel drive to Sta Cruz when I arrived Metro Bus station I told the driver I want to get down then it stop when I stand up few steps forward the bus ran then I fell down backward & I hurt my right knee.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Injury claimed as per Doctor's diagnosis Right knee strain

5. Name or names of public employees or employees causing injury, damage, or loss, if known: (John) Bus # 2808 from Watsonville to Sta Cruz

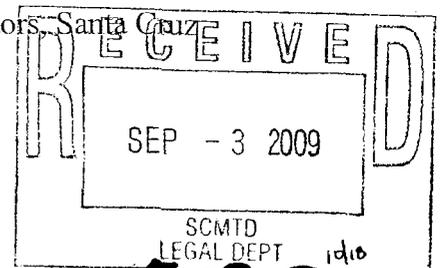
6. Amount claimed now \$ 600.00
Estimated amount of future loss, if known \$
TOTAL \$ 600.00

7. Basis of above computations: as per receipt and wages lost also transportation to & from hospital

CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant) Madeline Arias

DATE 8/31/09

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



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## **AGENDA**

**SEPTEMBER 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 AUGUST 19, 2009**
- 5. ACCEPT AND FILE RIDERSHIP REPORT FOR JUNE 2009**
- 6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR MAY 2009**
- 7. REPORT BY MAC REPRESENTATIVE OF OTHER TRANSIT RELATED MEETINGS**
- 8. DISCUSSION OF BUS OPERATOR CUSTOMER SERVICE**
- 9. DISCUSSION OF THE WEBSITE AND ROUTE MAP REDESIGN PROJECTS**
- 10. CONSIDERATION OF SIGNAGE FOR PARACRUZ PICK UP AND DROP OFF AREA AT THE WATSONVILLE TRANSIT CENTER**
- 11. DISTRIBUTION OF MAC VOUCHERS**
- 12. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 13. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 14. ITEMS FOR NEXT MEETING AGENDA**
- 15. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, OCTOBER 21, 2009, AT 6:00 PM  
PACIFIC STATION CONFERENCE ROOM*

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**July 15, 2009**

The METRO Advisory Committee (MAC) met on Wednesday, July 15, 2009 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Vice Chair Robert Yount called the meeting to order at 6:15 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

Mara Murphy  
Dennis "Pop" Papadopulo  
Stuart Rosenstein  
Robert Yount, Vice Chair

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
April Warnock, Paratransit Superint.

**MEMBERS ABSENT**

Naomi Gunther, Chair  
Dave Williams

**VISITORS PRESENT**

Charlotte Walker, Transit User  
Steve Prince, Bus Operator/UTU Rep.

**2. AGENDA ADDITIONS/DELETIONS**

None.

**3. ORAL/WRITTEN COMMUNICATION**

Written:

None.

Oral:

Dennis Papadopulo reported METRO has hired 8 new drivers. The average bus operator training is 6 to 8 weeks.

**4. CONSIDERATION OF APPROVAL OF MINUTES OF JUNE 17, 2009**

**ACTION: MOTION: DENNIS PAPADOPULO SECOND: MARA MURPHY**

**ACCEPT AND FILE MINUTES OF THE JUNE 17, 2009 MEETING AS PRESENTED**

**Motion passed with Chair Naomi Gunther and Dave Williams being absent.**

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

Vice Chair Robert Yount stated there were 22-week days for both April 2008 and April 2009 and that ridership was down a little bit. The 71 Route was down 4, 460 rides and the UCSC Supplement almost doubled in ridership. There was speculation as to why the

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numbers were off. April Warnock pointed out that Cabrillo College was on Easter Break during this time, which would have accounted for part of the low ridership on Route 71.

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

Vice Chair Robert Yount commented that ParaCruz slipped by a tiny percentage in the percent in “ready window”. April Warnock reported that at the end of the month ParaCruz had an issue with one of the taxi subcontractors not fulfilling their training obligations under the established contract, which accounted for some of the lateness.

April Warnock explained how METRO subcontracts to the taxi companies to help with ParaCruz’s overflow.

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

Vice Chair Robert Yount reported BSAC received good news from the County of Santa Cruz’s Public Works Department in regards to the county repairing the deteriorated Soquel/Daubenbiss Bus Stop across from Soquel High School. It will be ADA compliant with a covered shelter.

BSAC is working on adding signage at the Capitola Mall so the lane directions are clear to passengers.

**8. DISCUSSION OF BUS OPERATOR CUSTOMER SERVICE**

Ciro Aguirre would like to revisit this agenda item next month.

There was discussion of the phone system improvement at Customer Service with more options to follow in the next few months, bus operators hired with a higher criteria for customer service, appropriate responses from operators when the bus is late and the operator trying to help the rider make their connection when the bus is late.

Stuart Rosenstein complimented METRO for putting a priority on better customer service and would like to thank METRO and the Board of Directors.

**9. DISCUSSION OF THE WEBSITE REDESIGN PROJECT**

Vice Chair Robert Yount reported he has not received any changes or updates regarding METRO’s website redesign.

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

Vice Chair Robert Yount reported that BSAC discussed ParaCruz pulling out at the first part of the turn out area at the Watsonville Transit Center and that putting up a sign is a difficult issue.

Mara Murphy requested statistics on how often ParaCruz picks up at the Watsonville Transit Center and input from ParaCruz operators regarding a good place for pick up. April Warnock said she will see how many times that location has been booked. April Warnock thinks the operators generally pick up passengers within the turn out area, but she will find out the actual location.

April Warnock said she thought that part of the issue that Mara brought up was that the passengers didn't know where to go and the signage was to direct the passenger to a waiting area for their ride. It could be a generalized signage like at the airport that states catch shuttle here. It doesn't matter where the shuttles are lined up or how they come in or how they go out. The sign just tells you what area to be in.

**11. DISTRIBUTION OF MAC VOUCHERS**

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

There was discussion of how the voucher works, because there is confusion amongst the bus operators of how the voucher works. Ciro Aguirre explained how the voucher works by reading directly from the voucher, but indicated he would bring back instructions for the voucher.

Steve Prince mentioned that it doesn't work if you board a local service first, because the day pass won't work for Highway 17 Express or ParaCruz. April Warnock said ParaCruz keeps the voucher.

**12. COMMUNICATIONS TO METRO GENERAL MANAGER**

None

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

None

**14. ITEMS FOR NEXT MEETING AGENDA**

- Discussion of Bus Operator Customer Service
- Discussion of the Website Redesign Project

- Consideration of Signage for ParaCruz Pick-up and Drop Off Area at the Watsonville Transit Center

**ADJOURN**

There being no further business, Vice Chair Robert Yount thanked everyone for participating and adjourned the meeting at 7:46 p.m.

Respectfully submitted,



KAREN BLIGHT

Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25<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.
- Operating Statistics and customer feedback information reported are for the month of June 2009.
- A breakdown of pick-up times beyond the ready window is included.
- At the January 23<sup>rd</sup>, 2008 METRO Board of Directors meeting, Staff was requested to provide additional information on the number of ParaCruz in-person eligibility assessments in comparison to past years, since implementation.
- ParaCruz Performance Goals are reflected in the Comparative Statistics Table in order to better compare actual performance.
- Please note that for reporting period of June 2009, the call center data columns within the Comparative Statistics Table will reflect "not applicable" (N/A), due to the VOIP system installation process.

## III. DISCUSSION

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

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

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At the January 23<sup>rd</sup>, 2008 METRO Board of Directors meeting Staff was requested to provide additional information on the number of ParaCruz eligibility assessments conducted each year since in-person eligibility assessments started August 2002. In person Eligibility assessments were initiated while METRO's ADA Paratransit was a service contracted with Community Bridges. METRO ParaCruz has been administered in-house since October 2004. Attachment G illustrates the differences of the number of assessments conducted each year, separated into each category of Eligibility determinations.

There has been discussion regarding ParaCruz on-time performance. It was noted that most statistical data continues to show improvement, the reported percentage of pick ups performed within the "ready window" has remained relatively consistent, hovering at roughly 90%. Staff was requested to provide a break down reflecting pick-ups beyond the "ready window".

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

	<b>June 2008</b>	<b>June 2009</b>
Total pick ups	7262	7821
<b>Percent in "ready window"</b>	<b>94.44%</b>	<b>94.21%</b>
1 to 5 minutes late	.63%	2.53%
6 to 10 minutes late	.43%	1.55%
11 to 15 minutes late	.30%	.83%
16 to 20 minutes late	.11%	.37%
21 to 25 minutes late	.10%	.26%
26 to 30 minutes late	.03%	.10%
31 to 35 minutes late	.04%	.09%
36 to 40 minutes late	.03%	.01%
41 or more minutes late (excessively late/missed trips)	.04%	.05%
<b>Total beyond "ready window"</b>	<b>5.56%</b>	<b>5.79%</b>

During the month of June 2009, ParaCruz received five (5) compliments and seven (7) Customer Service complaints. Three (3) of the complaints were valid, and four (4) were not valid.

As a way to monitor performance for selected items, two new columns have been added to the Comparative Operating Statistics Table. They are titled, respectively, 'Performance ' and 'Performance Goals'. These new columns identify what the average is for the unpredictable factors, and performance goals that we have established for reported items where performance is a critical indicator to ParaCruz' efficiency.

Please note that for reporting period of June 2009 the following call center data columns; Call center volume, Call average seconds to answer, & Hold times less than 2 minutes, within the Comparative Statistics Table will reflect "not applicable" (N/A), due to a disruption caused by the VOIP system installation process. This data collection process will be corrected, and the

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statistical data will be collected and provided at the September 25<sup>th</sup> 2009 Board of Directors meeting.

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

NONE

#### **V. ATTACHMENTS**

- Attachment A:** Comparative Operating Statistics Table for June 2009.
- Attachment B:** Number of Rides Comparison Chart
- Attachment C:** Shared vs. Total Rides Chart
- Attachment D:** Mileage Comparison Chart
- Attachment E:** Year To Date Mileage Chart
- Attachment F:** Daily Drivers vs. Subcontractor Chart
- Attachment G:** Eligibility Charts

# Attachment A

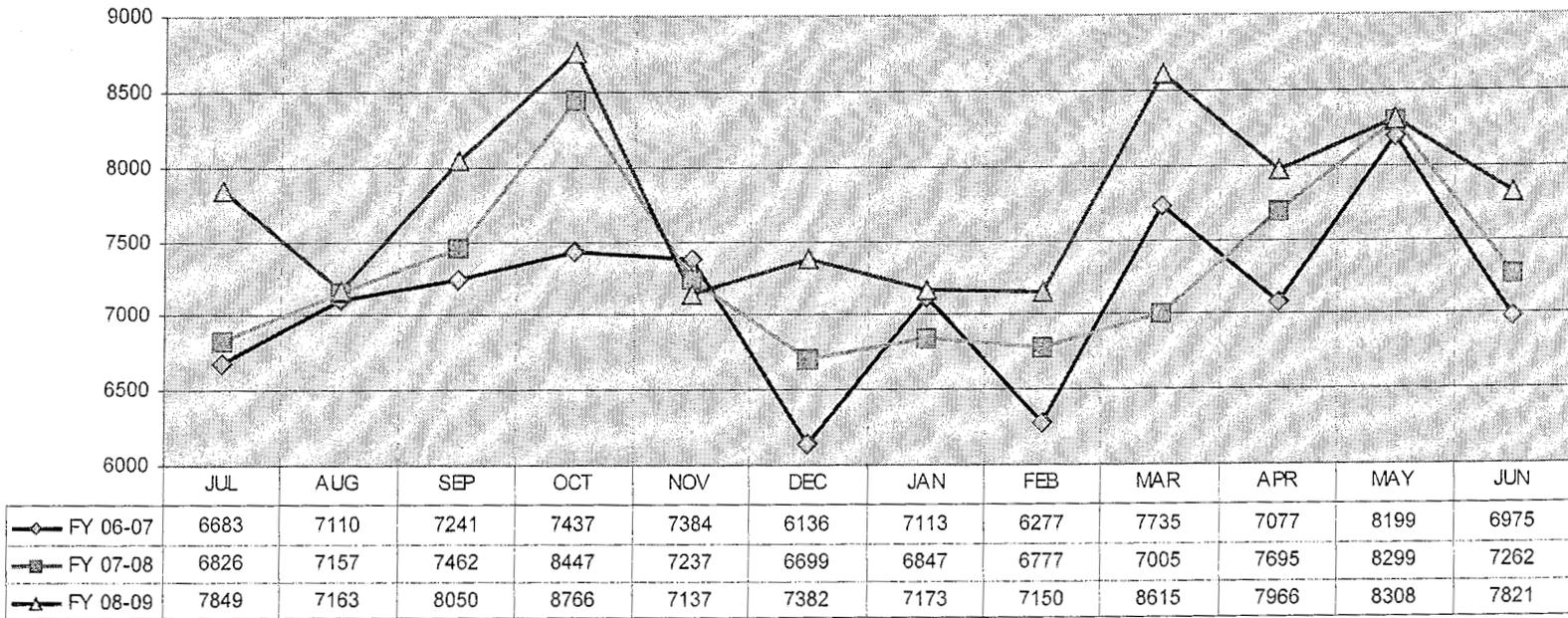
Board of Directors  
Board Meeting September 25<sup>th</sup>, 2009

## Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through June 2009.

	June 08	June 09	Fiscal 07-08	Fiscal 08-09	Performance Averages	Performance Goals
Requested	7858	8442	94,990	100,534	8378	
Performed	7262	7821	87,713	93,279	7773	
Cancel	16.95%	18.15%	17.15%	17.98%	17.81%	
No Shows	3.22%	2.06%	2.45%	2.55%	2.64%	Less than 3%
Total miles	46,958	55063	572,750	636,901	53,081	
Av trip miles	4.87	5.34	5.03	5.16	5.14	
Within ready window	94.44%	94.21%	94.17%	94.58%	94.02%	92.00% or better
Excessively late/missed trips	3	4	32	43	3.42	Zero (0)
Call center volume	6534	N/A	74,086	N/A	N/A	
Call average seconds to answer	26	N/A	29	N/A	N/A	Less than 2 minutes
Hold times less than 2 minutes	97%	N/A	97%	N/A	N/A	Greater than 90%
Distinct riders	791	831	1,798	1,797	806	
Most frequent rider	56 rides	43 rides	448 rides	368 rides	55 rides	
Shared rides	75.2%	65.3%	67.9%	63.6%	63.65%	Greater than 60%
Passengers per rev hour	2.22	2.05	2.33	2.09	2.11	Greater than 1.6 passengers/hour
Rides by supplemental providers	8.84%	7.06%	14.77%	8.32%	8.04%	No more than 25%
Vendor cost per ride	\$21.97	\$24.28	\$22.15	\$22.69	\$23.33	
ParaCruz driver cost per ride (estimated)	\$34.15	\$24.52	\$25.31	\$24.19	\$24.10	
Rides < 10 miles	71.21%	69.61%	71.34%	70.45%	70.50%	
Rides > 10	28.79%	30.39%	28.66%	29.55%	29.50%	

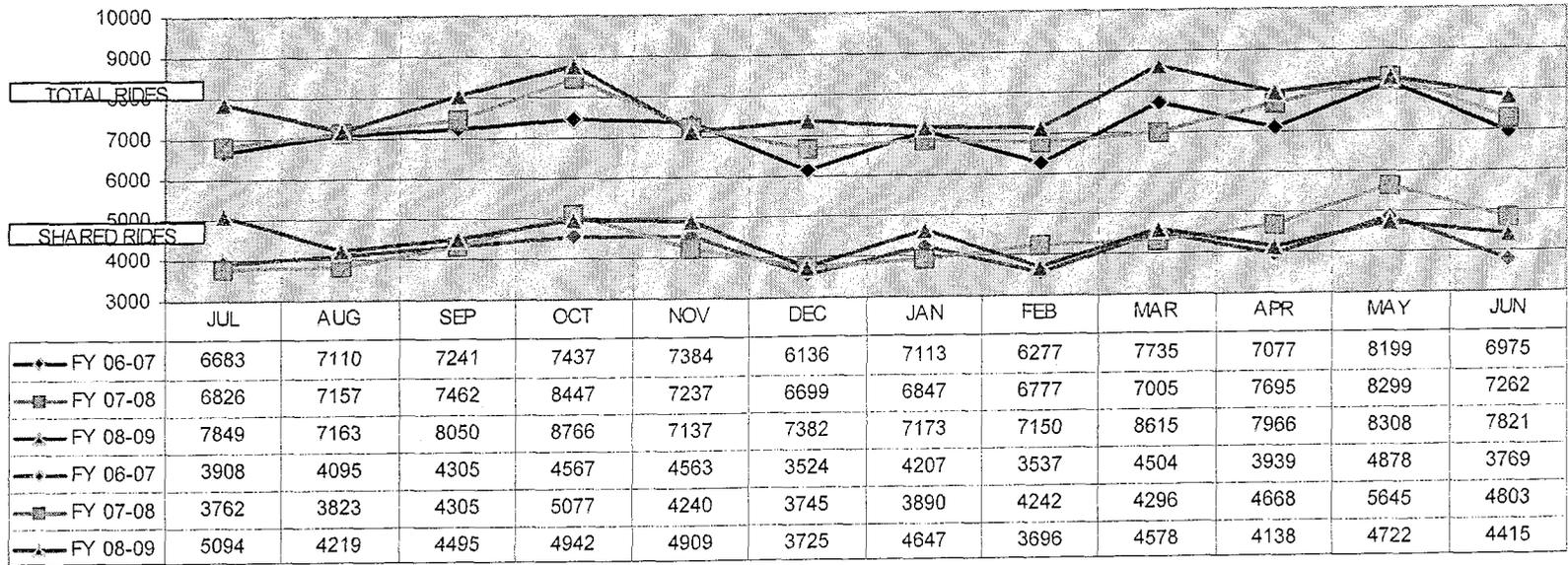
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NUMBER OF RIDES COMPARISON CHART



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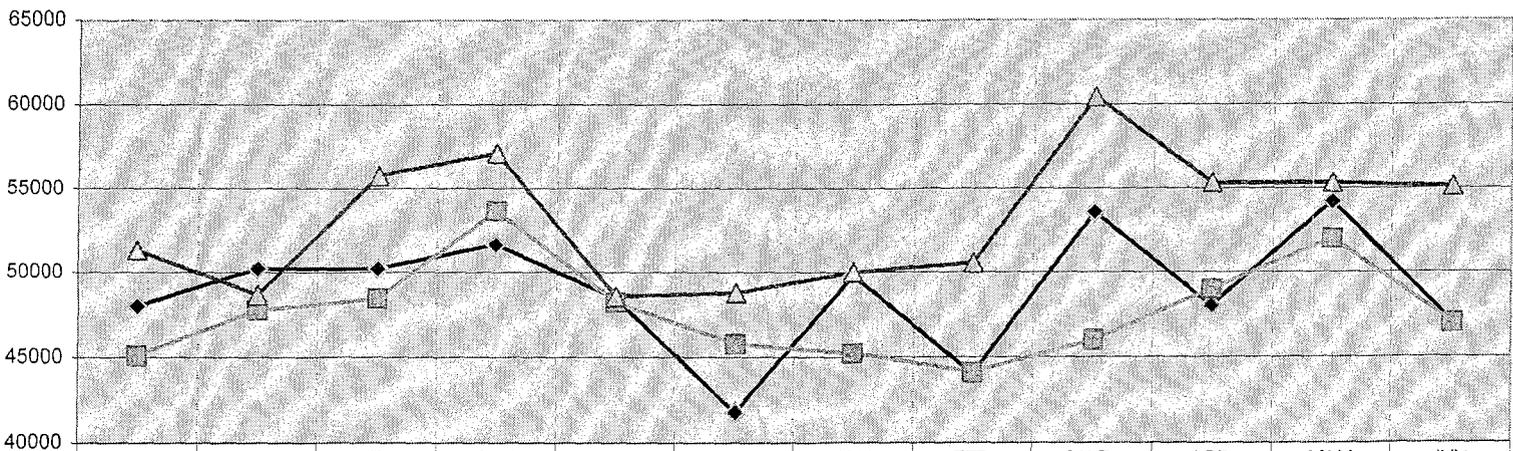
TOTAL vs. SHARED RIDES



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Attachment 

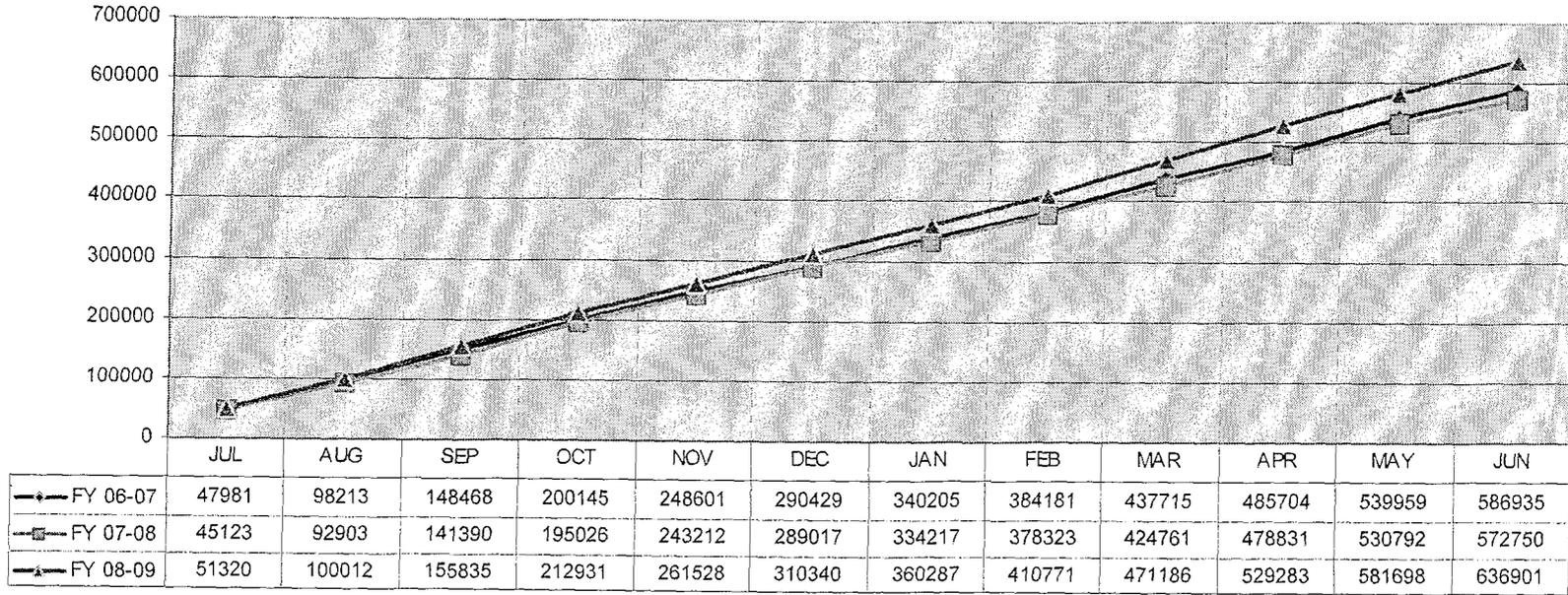
MILEAGE COMPARISON



◆ FY 06-07	47981	50232	50255	51677	48456	41828	49776	43976	53534	47989	54255	46976
■ FY 07-08	45123	47780	48487	53636	48186	45805	45200	44106	46046	48975	51961	46958
▲ FY 08-09	51320	48692	55823	57099	48596	48812	50001	50584	60393	55290	55304	55063

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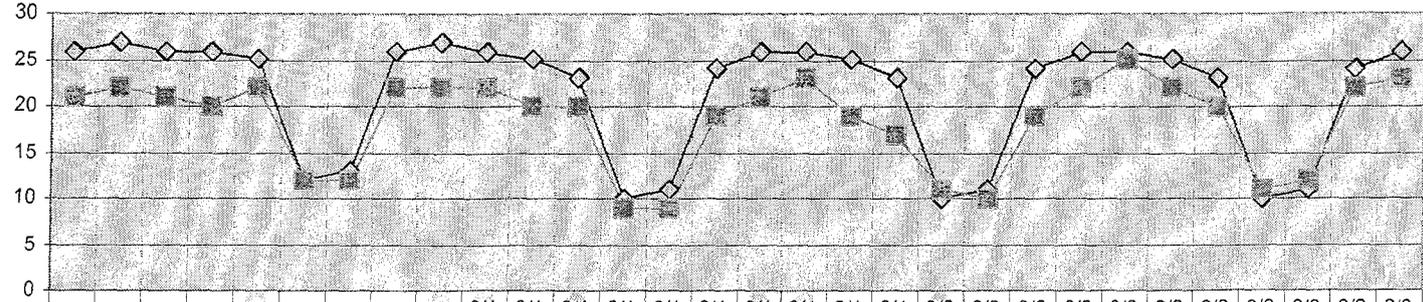
YEAR TO DATE MILEAGE COMPARISON



5-4.e1

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DAILY DRIVERS vs SUBCONTRACTORS



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

Board of Directors  
Board Meeting September 25<sup>th</sup>, 2009

OUT OF DATABASE	UNRESTRICTED	RESTRICTED CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	VISITOR	DCSD	TOTAL
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 CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	VISITOR	TOTAL	DENIED
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 CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	DENIED	TOTAL
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

5-4.91

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager *AA*  
**SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR JULY 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 July 2009 was 335,537. Which is a decrease of 21,202 riders or -5.9% versus July 2008.
- The top three routes in terms of percent increase (with at least 700 riders) are: Route 42-Davenport/Bonny Doon, Route 55-Capitola/Rio Del Mar, and Route 19-University via Lower Bay.
- The top three routes in terms of percent decrease (with at least 700 riders) are: Route 31-Santa Cruz/Scotts Valley, Route 40-Davenport, and Route 68N-Beach/Broadway/Portola Night.
- There were 7.82 hours of dropped service amounting to 100.64 miles of dropped service in July 2009.
- The Bus Operator Lift Test for July resulted in 100% of all lifts working properly on all pull-out buses. Six (6) buses reported issues with lifts while in service.

## III. DISCUSSION

In the twenty-two (22) weekdays, eight (8) weekend days, and one holiday in July 2009, METRO's total ridership was 335,537 riders. This was a loss from the previous year, decreasing by 21,202 riders or -5.9%. Recall that gasoline prices in July 2008 were \$4.50 and beyond per gallon, while July 2009 gasoline averaged close to \$3.00 per gallon. This variance in price has decrease the demand for public transportation which most likely explains the drop in overall ridership.

Route 42 saw a strong increase from the previous July, gaining over 19% ridership increase from July 2008. The Route 55 from The Capitola Mall to Rio Del Mar has also gained some significant ridership from July 2008. The increased ridership on Route 19 is most likely due to summer travel patterns as tourists as well as university students are using the bus to travel to the beach. Routes 31, 40, and 68N have seen significant recessions and have contributed to poor ridership with a combining loss of 1,830 riders or -30.1% to these routes.

5-5.1

There were 7.82 dropped hours amounting to 100.64 miles of dropped service mostly due to no operators and Independence Day Parades.

In July 2009, the Bus Operator Lift Tests resulted in 100% of all pull out buses having properly functioning passenger lifts. During service six (6) buses reported issues with the passenger lifts while in service.

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

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

#### **V. ATTACHMENTS**

- Attachment A: July 2009 Ridership Report**
- Attachment B: July 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: Passenger Lift Problems**

Prepared by: Erich R. Friedrich, Provisional Transit Planner; September 3, 2009

5-5.2

Santa Cruz METRO  
July 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 Hour	Passengers Per Mile	Wheelchair	Bike
10	5,358.68	448.75	9,294	2,110	61	1,728	137	100	23	5	2,336	11	15,805	2.95	35.22	26	1,065
13																	
15																	
16	10,352.26	829.17	17,339	4,113	146	4,382	161	229	51	13	4,501	11	30,946	2.99	37.32	24	1,683
19	4,116.46	312.70	5,601	1,163	38	1,220	81	89	11	13	1,793	8	10,017	2.43	32.03	11	643
3	2,499.64	181.13	237	139	46	766	93	183	18	29	1,531	89	3,131	1.25	17.29	14	115
4	1,556.61	161.33	77	26	62	434	1,010	229	8	34	4,158	9	6,047	3.88	37.48	70	97
7	1,146.21	102.67	26	26	17	152	99	130	10	25	1,761	0	2,246	1.96	21.88	10	13
9	477.00	25.30	7	4	0	54	2	5	1	0	174	1	248	0.52	9.80	0	4
12A																	
20	5,970.79	398.03	5,300	1,029	109	1,437	84	209	24	1	2,028	189	10,410	1.74	26.15	31	654
27x																	
31	2,344.80	121.73	48	45	16	362	22	19	7	1	579	1	1,100	0.47	9.04	21	72
32	786.32	46.57	4	3	7	109	4	0	4	1	110	0	242	0.31	5.20	0	12
33																	
34																	
35	21,847.76	1,227.57	553	367	528	14,022	1,170	1,312	261	130	19,243	2	37,588	1.72	30.62	60	2,307
40	2,541.72	103.22	7	5	4	486	16	46	7	10	405	3	989	0.39	9.58	0	92
41	3,202.34	133.00	68	91	27	701	19	43	8	4	431	10	1,402	0.44	10.54	2	215
42	3,502.27	129.92	82	23	6	742	14	45	5	1	520	8	1,446	0.41	11.13	7	205
53	1,224.96	86.53	5	6	7	194	17	61	6	9	438	0	743	0.61	8.59	36	13
54	2,071.81	121.33	10	4	28	267	13	42	4	5	524	0	897	0.43	7.39	12	37
55	2,966.92	201.67	34	3	329	643	65	148	24	33	1,880	0	3,159	1.06	15.66	71	133
56	2,316.38	102.30	2	0	170	269	24	24	10	1	555	0	1,055	0.46	10.31	19	40
66	6,765.71	583.66	560	171	201	5,489	457	635	76	78	7,644	12	15,323	2.26	26.25	220	511
68	5,159.76	425.79	426	202	172	2,891	284	399	58	43	5,578	13	10,066	1.95	23.64	88	312
68N	1,908.05	137.42	96	28	35	966	52	79	3	0	897	0	2,156	1.13	15.69	20	149
69	330.42	3,654.99	329	239	165	2,845	254	345	41	40	4,626	9	8,893	26.91	2.43	102	432
69A	15,069.66	810.88	417	322	374	9,924	1,189	1,294	123	110	10,526	12	24,291	1.61	29.96	262	1,028
69N	1,825.89	146.65	129	41	128	890	49	72	1	1	1,202	1	2,514	1.38	17.14	19	127
69W	14,673.12	818.60	381	360	1,504	9,065	810	963	126	84	10,829	17	24,139	1.65	29.49	182	1,119
70																	
71	50,852.94	2,911.90	1,001	778	4,886	29,464	2,456	3,845	384	266	31,305	53	74,438	1.46	25.56	456	3,948
72	5,786.09	279.77	2	11	298	2,155	115	465	46	41	1,505	0	4,638	0.80	16.58	23	152
74	3,538.68	207.17	2	16	102	1,136	95	303	10	13	704	0	2,381	0.67	11.49	13	
75	6,818.76	410.75	22	39	180	4,679	241	782	103	80	2,547	0	8,673	1.27	21.12	51	
76	1,892.23	99.75	2	8	8	322	15	69	1	13	317	0	755	0.40	7.57	2	
79	1,726.19	100.83	3	3	98	584	82	180	20	40	847	0	1,857	1.08	18.42	86	
88																	
91x	6,121.72	263.28	57	126	608	1,365	338	82	73	19	1,706	2	4,376	0.71	16.62	8	
UC Supp.																	
Night Owl																	
TOTAL	196,752.15	15,584.36	42,121	11,501	10,360	99,743	9,468	12,427	1,547	1,143	123,200	461	311,971	1.59	20.02	1,946	15,867

ROUTE	VTA/SC Day Pass	CalTrain	ECO Pass	Full Fare	Tickets	S/D Riders	17 Day Pass	Passes/Free Rides	RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike		
17	50,407.46	1,617.98	76	96	280	9,418	1,268	1,719	167	10,542	23,566	0.47	14.57	73	1,827

July Ridership 335,537

5-5.91

Mechanics

A

**Santa Cruz METRO  
July 2008 Ridership Report**

ROUTE	Miles	Hours	UC Student	UC Staff Faculty	Cabrillo	Full Fare	Tickets	Cash S/D Riders	Day Pass	S/D Day Pass	Passes/ Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	4,929.25	422.46	7,568	2,552	68	1,906	147	67	81	5	2,279	0	14,673	2.98	34.73	21	958
16	9,479.97	773.24	14,915	4,300	346	4,589	206	179	108	30	4,613	6	29,292	3.09	37.88	24	1,782
19	3,809.38	293.04	4,283	1,237	120	1,191	73	68	6	16	1,883	7	8,884	2.33	30.32	6	534
3	2,499.64	181.13	256	160	47	758	68	196	34	51	1,620	85	3,275	1.31	18.08	11	123
4	1,556.61	161.33	57	28	71	552	1,105	316	16	59	4,512	9	6,725	4.32	41.68	32	140
7	1,146.20	102.67	57	39	12	162	78	74	8	17	1,681	0	2,128	1.86	20.73	11	7
9	477.00	25.30	6	8	2	25	4	20	2	2	116	0	185	0.39	7.31	2	3
20	5,579.22	374.21	4,185	959	73	1,586	110	155	60	23	2,336	110	9,597	1.72	25.65	13	584
31	2,344.80	120.63	18	71	73	613	41	21	20	7	932	0	1,796	0.77	14.89	21	182
32	786.32	46.57	6	7	9	89	6	3	1	0	128	2	251	0.32	5.39	4	22
35	37,031.86	1,858.60	381	316	595	17,677	1,079	1,387	370	202	18,327	7	40,341	1.09	21.71	64	2,855
40	2,473.88	100.39	55	24	8	497	8	71	17	2	674	1	1,357	0.55	13.52	0	125
41	3,169.26	131.66	252	177	30	551	12	36	11	3	435	27	1,534	0.48	11.65	0	166
42	3,389.62	125.67	96	34	13	565	30	34	5	2	429	5	1,213	0.36	9.65	1	148
53	1,224.96	86.53	2	10	12	168	37	94	12	7	557	0	899	0.73	10.39	33	49
54	1,932.96	112.33	1	2	38	252	16	51	3	2	435	0	800	0.41	7.12	7	37
55	2,966.92	201.67	8	10	382	649	55	125	14	17	1,451	0	2,711	0.91	13.44	60	106
56	2,316.38	102.30	2	0	186	250	79	65	14	6	578	0	1,180	0.51	11.53	14	83
66	6,546.55	565.37	426	247	309	5,728	510	661	125	56	9,027	10	17,099	2.61	30.24	153	562
68	5,010.50	413.58	380	284	154	3,815	264	347	67	53	5,725	3	11,092	2.21	26.82	104	406
68N	1,852.50	132.99	109	62	42	1,122	39	74	1	0	1,473	0	2,922	1.58	21.97	20	146
69	3,620.51	327.59	304	272	150	3,864	289	395	56	41	5,233	17	10,621	2.93	32.42	64	446
69A	14,611.79	787.23	322	373	356	11,253	1,240	1,331	160	140	10,533	7	25,715	1.76	32.67	292	831
69N	1,825.89	146.65	97	57	89	1,043	32	64	3	0	1,181	1	2,567	1.41	17.50	23	157
69W	14,254.40	796.34	455	329	1,750	10,490	820	985	130	88	10,879	21	25,947	1.82	32.58	184	1,090
71	49,519.05	2,836.57	839	1,026	4,672	33,004	3,120	3,907	430	322	30,922	53	78,295	1.58	27.60	512	4,203
72	5,786.09	279.77	12	31	199	2,156	139	437	42	78	1,915	0	5,009	0.87	17.90	39	91
74	3,564.09	207.17	4	28	38	1,661	132	256	14	21	792	0	2,946	0.83	14.22	26	31
75	6,598.80	397.50	30	33	183	5,367	327	968	53	96	2,790	0	9,847	1.49	24.77	62	195
76	1,681.98	88.66	2	2	6	398	27	104	13	5	427	0	984	0.59	11.10	1	26
79	1,726.19	100.83	5	14	45	752	101	247	35	54	833	0	2,086	1.21	20.69	84	18
91	6,102.32	263.21	72	126	762	1,794	290	137	57	25	1,862	4	5,129	0.84	19.49	19	336
Summer Sup.	1,064.56	94.15	2,457	448	31	364	19	18	2	2	389	0	3,730	3.50	39.62	0	155
<b>TOTAL</b>	<b>210,879.45</b>	<b>12,657.34</b>	<b>37,662</b>	<b>13,266</b>	<b>10,871</b>	<b>114,891</b>	<b>10,503</b>	<b>12,893</b>	<b>1,970</b>	<b>1,432</b>	<b>126,967</b>	<b>375</b>	<b>330,830</b>	<b>1.57</b>	<b>26.14</b>	<b>1,907</b>	<b>16,597</b>
ROUTE	VTA/SC		ECO	Full	S/D	17	Passes/	RIDERSHIP		Passengers	Passengers	W/C	Bike				
17	45,689.71	1,484.41	22	137	335	9,550	1,447	1,553	119	12,746	25,909	0.57	17.45	71	975		

**June Ridership** 356,739

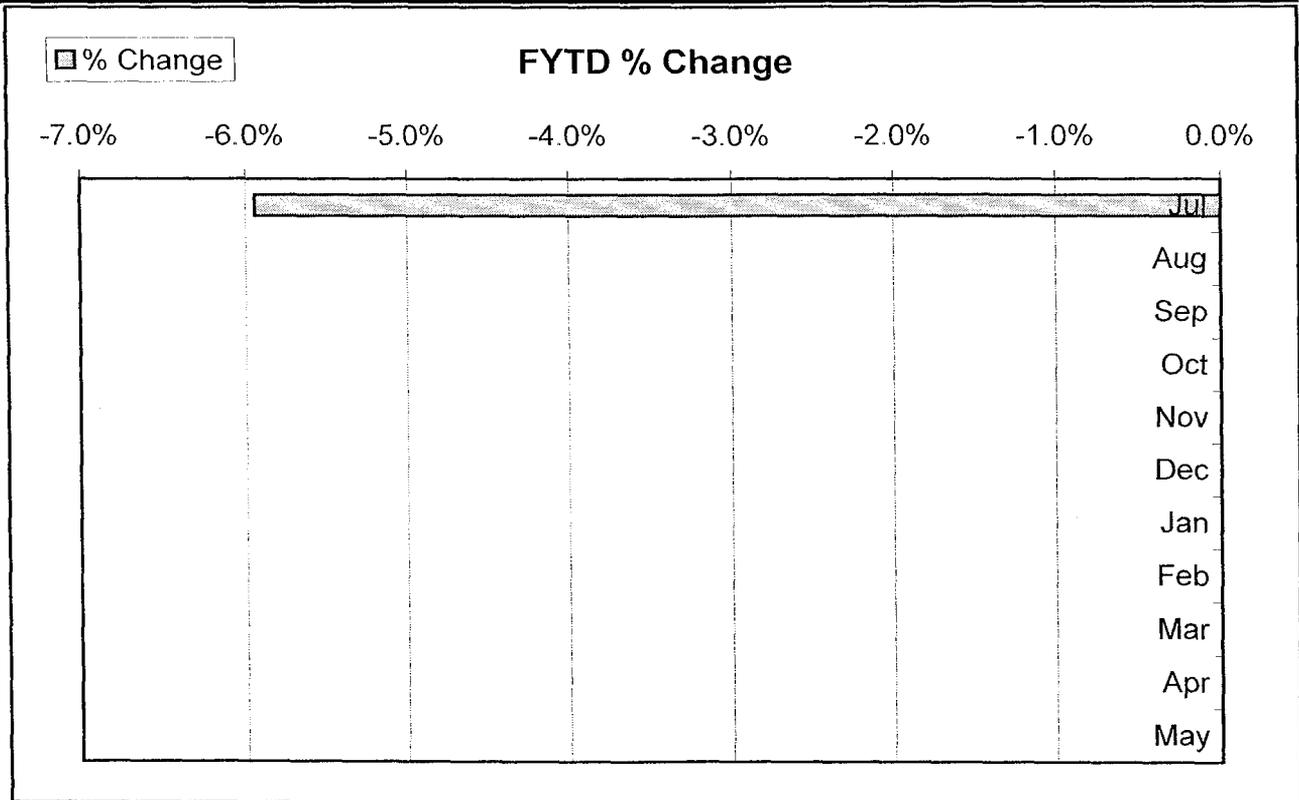
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Attachment B

FYTD % Change in Ridership  
Through July 2009

Attachment C

	FY10 YTD Ridership	FY09 YTD Ridership	% Change
Jul	335,537	356,739	-5.9%
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			



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Route by Route Ridership

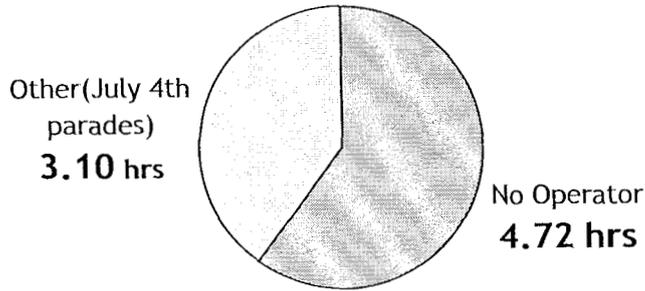
July 2009

	Route	Destination	FY10 Riders	FY09 Riders	+/- from last year	%
1	9	Prospect Heights	248	185	63	34.1%
2	42	Davenport/Bonny Doon	1,446	1,213	233	19.2%
3	55	Capitola/Rio Del Mar	3,159	2,711	448	16.5%
4	19	University via Lower Bay	10,017	8,884	1,133	12.8%
5	54	Capitola/Aptos/La Selva	897	800	97	12.1%
6	20	University via Westside	10,410	9,597	813	8.5%
7	10	University via High St.	15,805	14,673	1,132	7.7%
8	16	University via Laurel East	30,946	29,292	1,654	5.6%
9	7	Beach St	2,246	2,128	118	5.5%
10	69N	Santa Cruz/Capitola Cabrillo Night	2,514	2,567	-53	-2.1%
11	32	Santa Cruz/Scotts Valley	242	251	-9	-3.6%
12	3	Natural Bridges	3,131	3,275	-144	-4.4%
13	71	Watsonville/Santa Cruz	74,438	78,295	-3,857	-4.9%
14	69A	Santa Cruz/Capitola/ Watsonville	24,291	25,715	-1,424	-5.5%
15	35	San Lorenzo Valley	37,588	40,341	-2,753	-6.8%
16	69W	Santa Cruz/Capitola/Cabrillo Watsonville	24,139	25,947	-1,808	-7.0%
17	72	Corralitos	4,638	5,009	-371	-7.4%
18	41	Bonny Doon	1,402	1,534	-132	-8.6%
19	17	Santa Cruz/San Jose	23,566	25,909	-2,343	-9.0%
20	68	Live Oak via Broadway/Portola	10,066	11,092	-1,026	-9.2%
21	4	Harvey West/Emeline	6,047	6,725	-678	-10.1%
22	66	Live Oak via 17th Avenue	15,323	17,099	-1,776	-10.4%
23	56	Capitola/La Selva	1,055	1,180	-125	-10.6%
24	79	East Lake	1,857	2,086	-229	-11.0%
25	75	Green Valley	8,673	9,847	-1,174	-11.9%
26	91	Santa Cruz-Watsonville Express	4,376	5,129	-753	-14.7%
27	76	Corralitos/Buena Vista	755	984	-229	-23.3%
28	69	Santa Cruz/Capitola	8,893	10,621	-1,728	-16.3%
29	53	Capitola/Dominican	743	899	-156	-17.4%
30	74	Ohlone Parkway/Rolling Hills	2,381	2,946	-565	-19.2%
31	68N	Beach/Broadway/Portola Night	2,156	2,922	-766	-26.2%
32	40	Davenport	989	1,357	-368	-27.1%
33	31	Santa Cruz/Scotts Valley	1,100	1,796	-696	-38.8%
34	12	University/Eastside Direct	0	0	0	N/A
35	13	University via Walnut	0	0	0	N/A
36	15	University via Laurel West	0	0	0	N/A
37	33	Lompico	0	0	0	N/A
38	34	South Felton	0	0	0	N/A
39	70	Santa Cruz/Cabrillo	0	0	0	N/A
40	88	Armory	0	0	0	N/A
41	27x	University Express	0	0	0	N/A
42	N/O	Night Owl	0	0	0	N/A
43	Sup	Route 20 Supplemental	0	3,730	-3,730	-100.0%
<b>TOTALS</b>			<b>335,537</b>	<b>356,739</b>	<b>-21,202</b>	<b>-5.9%</b>

5-5.d1

	FY07		FY08		FY09		FY10	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	5.02	96.88	5.53	90.97	81.53	1482.81	7.82	100.64
August	15.02	276.46	4.93	110.45	1.13	23.95		
September	11.30	160.72	9.00	191.05	11.50	194.51		
October	37.52	540.19	9.52	122.24	29.75	555.98		
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>7.82</b>	<b>100.64</b>

Dropped Service Breakdown for July 2009



**Bus Operator Lift Test  
\*Pull-Out\***

**July 2009**

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

5-5.f1

Attachment E

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JULY 2009

BUS #	DATE	DAY	REASON
2232 D/C LF 40	5-Jul	Sunday	Bus is leaning too much to the curbside, especially when the kneel is disengaged. Please check it.
9828 LFF 40	10-Jul	Friday	Ramp tweaked. Tripping hazard.
2301 17 ORI 40	15-Jul	Wednesday	Does not come up from kneel.
2301 17 ORI 40	20-Jul	Monday	Lift works intermittently.
2202 CNG LFF 40	24-Jul	Friday	Ramp needs lubrication. Cracks & squeaks when deploying or stowing.
2301 17 ORI 40	25-Jul	Saturday	Coach is not raising up from its kneel.

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

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

5-5.91

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 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 JULY 2009

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- There were no (0) school-term days in both July 2009 and July 2008.
- Revenue received from UCSC was \$62,040.66 versus \$64,874.83; a decrease of 4.4%
- System-wide UCSC ridership increased by 5.3% FYTD.
  - Total student ridership increased by 11.8% FYTD.
  - Total Faculty/Staff ridership decreased by 13.3% FYTD.
- Average Student ridership per weekday increased by 11.8%
- Average Faculty/Staff ridership per weekday decreased by 16.1%

## III. DISCUSSION

For the month of July 2009, there were no (0) school-term days. However summer classes were in full session for most of the month.

UCSC Revenue in July 2009 decreased a total of \$2,834.17 or 4.4% under July 2008. This decrease was caused because the Summer Supplemental Route 20D, an experimental route that ran in July 2008, did not run in July 2009. The cancellation of this contracted service resulted in the slight loss of revenue. UCSC ridership for all METRO service in July 2009 was positive compared to July 2008, with an increase of 5.3% FYTD. Monthly comparisons included a 11.8% increase in Average Student ridership per weekday day and a 16.1% decrease in Average Faculty/ Staff ridership per weekday in July 2009 from July 2008.

Please see attached graphs that will depict average UCSC Student and Faculty/Staff ridership increasing by 11.8% and decreasing by 13.3% respectively.

5-6.1

**IV. FINANCIAL CONSIDERATIONS.**

Total revenue received as of July 2009 is negative 4.4% FYTD over July 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; September 3, 2009

5-6.2

## 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									
Sep-09									
Oct-09									
Nov-09									
Dec-09									
Jan-10									
Feb-10									
Mar-10									
Apr-10									
May-10									
Jun-10									
<b>FY 2010 Total</b>	<b>\$48,734.00</b>	<b>\$13,306.66</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$62,040.66</b>	<b>\$64,874.83</b>	<b>-\$0.04</b>	<b>-\$2,834.17</b>

5-6-09

Attachment A



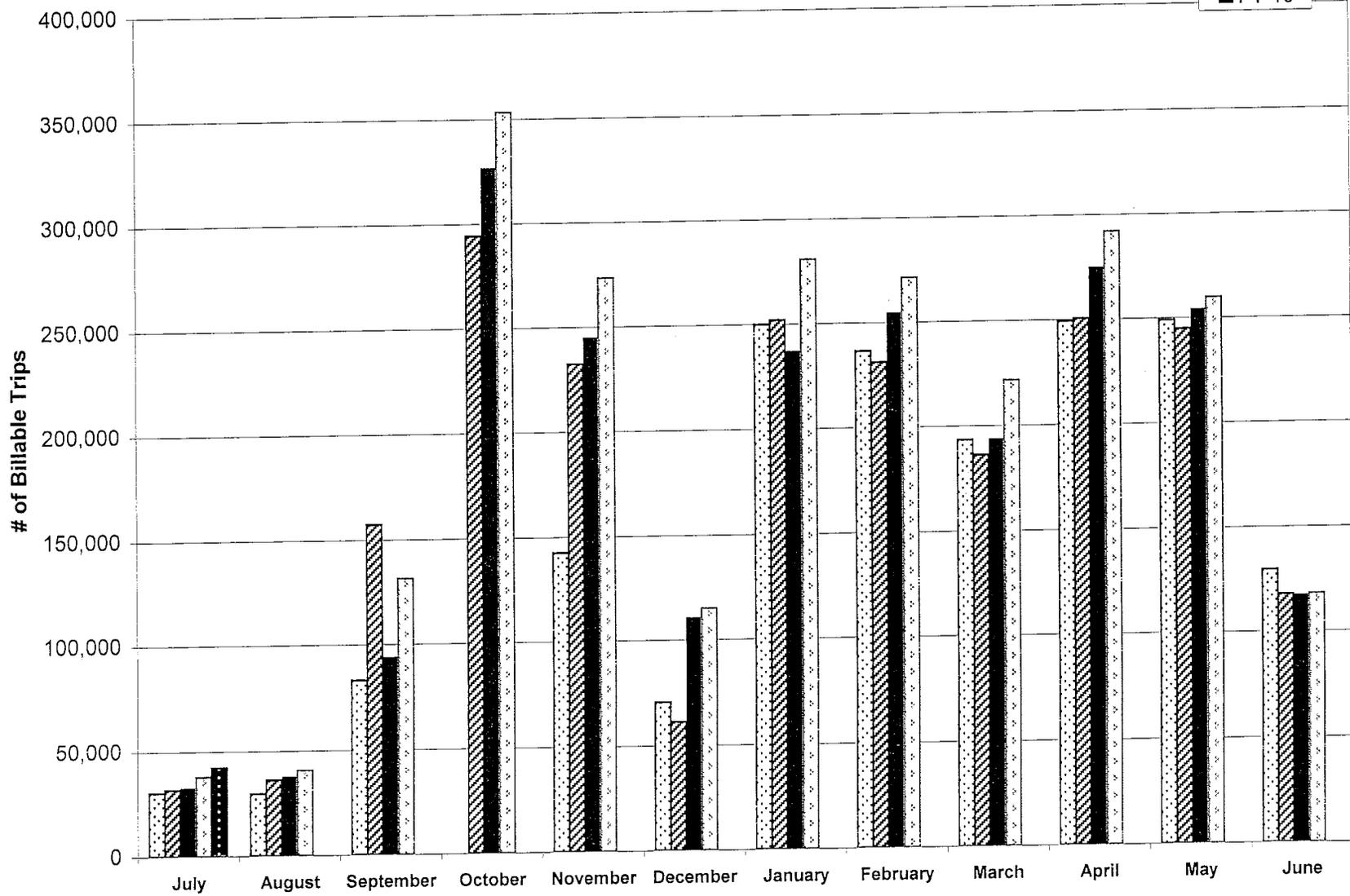
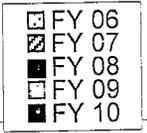
Monthly UCSC Ridership

July 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	42,121	35,205	19.6%	11,501	13,266	-13.3%	1,914.6	1,600.2	19.6%	522.8	603.0	-13.3%
Supplemental	0	2,457	-100.0%	0	448	-100.0%	0.0	111.7	-100.0%	0.0	20.4	-100.0%
Night Owl	0	0	N/A	0	0	N/A	0.0	0.0	N/A	0.0	0.0	N/A
27x	0	0	N/A	0	0	N/A	0.0	0.0	N/A	0.0	0.0	N/A
<b>TOTAL</b>	<b>42,121</b>	<b>37,662</b>	<b>11.8%</b>	<b>11,501</b>	<b>13,714</b>	<b>-16.1%</b>	<b>1,914.6</b>	<b>1,711.9</b>	<b>11.8%</b>	<b>522.8</b>	<b>623.4</b>	<b>-16.1%</b>

5-6.01

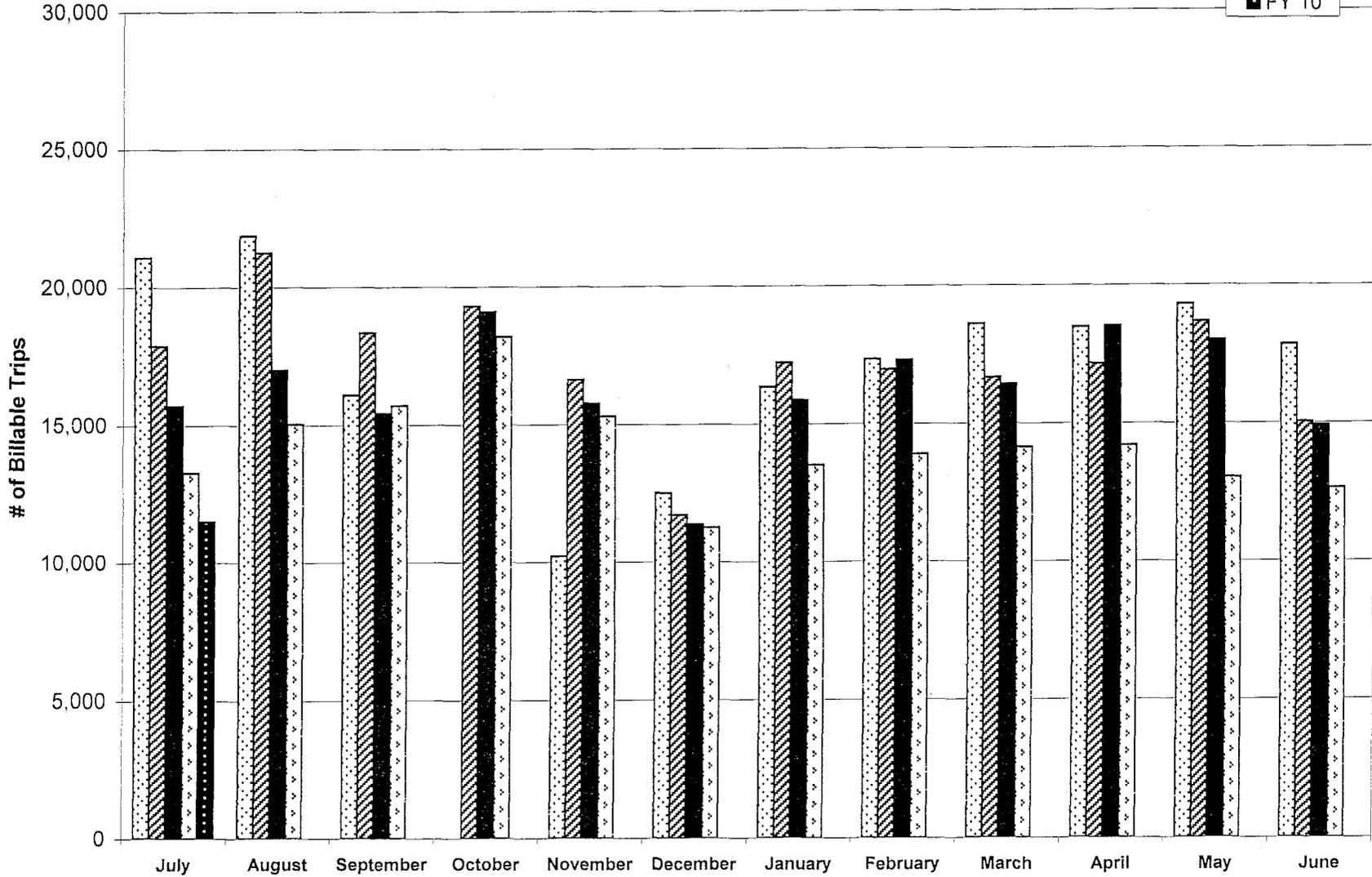
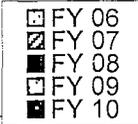
Attachment 2

Total UCSC Student Ridership  
as of 6/30/2009



5-6.d.1

Total UCSC Faculty/Staff Ridership  
as of 6/30/2009



5-6.e1

Attachment E

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009

**TO:** Board of Directors

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

**SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR JULY 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 July 2009 was 23,566. Which is an decrease of 2,343 riders or -9.0% from July 2008.
- Average ridership per weekday was 842 in FY10. This is a 12.2% decrease from FY09
- Riders per revenue hour during July 2009 was 14.56 riders per hour, which is a 16.6% decrease from July 2008
- July 2009 Highway 17 Express operating costs was \$155,343.40 with July 2009 fare revenue at \$79,675.11 resulting in a 58.0% fare box recovery ratio.

## III. DISCUSSION

In the twenty-two (22) weekdays and eight (8) weekend days and one Holiday in July 2009, the Highway 17 Express total ridership was 23,566 riders. This was a loss from the previous year, decreasing by 2,343 riders or simply -9.0%.

July 2009 average weekday ridership on the Highway 17 Express was 842 riders per weekday, a decrease from 959 riders per weekday in July 2008. These decreases in ridership are most likely due to much lower gasoline prices in July 2009 than in July 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 July 2009 was \$155,343.40. Well over half (58.0%) of the operating costs were recovered in fare revenue totaling \$79,675.11 in July 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**  
**Attachment B: Highway 17 Express Revenue & Expenditure Summary**  
**Attachment C: Highway 17-July 2008**

Prepared by: Erich R. Friedrich, Provisional Transit Planner; September 3, 2009

# HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

## FISCAL YEAR 2010

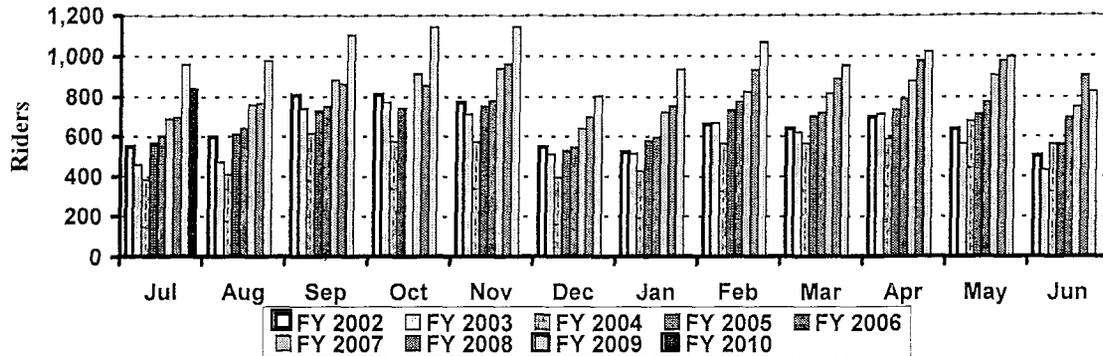
MONTHLY	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566											
Avg. Weekday Ridership	842											
Avg. Saturday Ridership	533											
Avg. Sunday Ridership	519											
Total Service Days	31											
Number of Weekdays	23											
Number of Saturdays	4											
Numbers of Sundays	4											
Revenue Hours	1,618											

QUARTERLY	Q1			Q2			Q3			Q4		
Total Ridership												
Avg. Weekday Ridership												
Avg. Saturday Ridership												
Avg. Sunday Ridership												
Revenue Hours												

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
Total Ridership	23,566											
Avg. Weekday Ridership	842											
Avg. Saturday Ridership	533											
Avg. Sunday Ridership	519											
Revenue Hours	1,618											

### HIGHWAY 17 EXPRESS

#### Average Weekday Ridership History



### FYTD COMPARISON

#### 2010 vs. 2009

	FY 2010	FY 2009	Percent Change
	Jul '09 to Jun '10	Jul '08 to Jun '09	
# of Weekdays	23	22	4.5%
Total Ridership	23,566	25,909	-9.0%
Avg. Wkday Ridership	842	959	-12.2%
Avg Sat Ridership	533	540	-1.3%
Avg Sun Ridership	519	531	-2.3%
Revenue Hours	1,618	1,485	9.0%
Riders Per Rev. Hour	14.56	17.45	-16.6%

5-7.01

Attachment

A

**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	\$0.00	\$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
<b>FYTD 2010</b>	\$155,343.40	\$54,382.61	\$14,362.50	\$9,810.00	\$1,120.00	\$79,675.11	\$0.00	\$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
<b>FYTD 2009</b>	\$151,858.56	\$50,018.06	\$16,819.00	\$12,510.00	\$1,340.00	\$80,687.06	\$0.00	\$10,027.53	\$90,714.59	25,909	\$3.11	\$5.86	59.7%	\$44,421.99	\$13,850.00	\$30,571.99	\$61,143.97	\$2.36
<b>Percent Change</b>	2.3%	8.7%	-14.6%	-21.6%	-16.4%	-1.3%	0.0%	3.3%	-0.7%	-9.0%	8.6%	12.5%	-3.0%	-1.9%	-21.1%	6.8%	6.8%	17.4%

FYTD 2009 Percent of Passenger Fare Revenues	68.3%	18.0%	12.3%	1.4%
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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
- \*\*\* Expenses for Amtrak bus service less Amtrak revenue

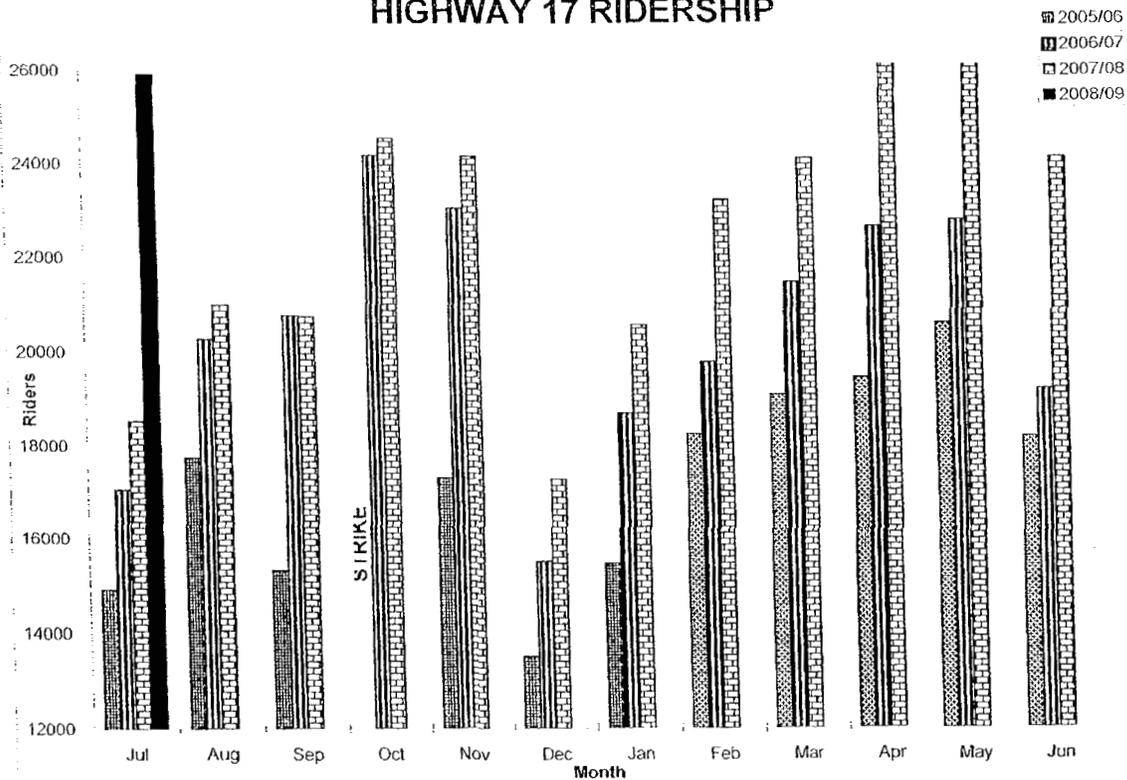
5-7.61

Attachment B

## HIGHWAY 17 - JULY 2008

	JULY			YTD		
	This Year	Last Year	%	This Year	Last Year	%
<b>FINANCIAL</b>						
Cost	\$ 151,859	\$ 139,718	8.7%	\$ 151,859	\$ 139,718	8.7%
Farebox	\$ 80,687	\$ 60,568	33.2%	\$ 80,687	\$ 60,568	33.2%
Operating Deficit	\$ 61,144	\$ 68,305	(10.5%)	\$ 61,144	\$ 68,305	(10.5%)
Santa Clara Subsidy	\$ 30,572	\$ 34,153	(10.5%)	\$ 30,572	\$ 34,153	(10.5%)
METRO Subsidy	\$ 30,572	\$ 34,153	(10.5%)	\$ 30,572	\$ 34,153	(10.5%)
San Jose State Subsidy	\$ -	\$ -		\$ -	\$ -	
AMTRAK Subsidy	\$ 10,028	\$ 10,845	(7.5%)	\$ 10,028	\$ 10,845	(7.5%)
<b>STATISTICS</b>						
Passengers	25,909	18,526	39.9%	25,909	18,526	39.9%
Revenue Miles	42,343	41,271	2.6%	42,343	41,271	2.6%
Revenue Hours	1,588	1,548	2.6%	1,588	1,548	2.6%
Passengers/Day	836	598	39.9%	836	598	39.9%
Passengers/Weekday	984	715	37.5%	984	715	37.5%
Passengers/Weekend	475	350	35.5%	475	350	35.5%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 5.86	\$ 7.54	(22.3%)	\$ 5.86	\$ 7.54	(22.3%)
Revenue/Passenger	\$ 3.11	\$ 3.27	(4.7%)	\$ 3.11	\$ 3.27	(4.7%)
Subsidy/Passenger	\$ 2.36	\$ 3.69	(36.0%)	\$ 2.36	\$ 3.69	(36.0%)
Passengers/Mile	0.61	0.45	36.3%	0.61	0.45	36.3%
Passengers/Hour	16.32	11.97	36.3%	16.32	11.97	36.3%
Recovery Ratio	53.1%	43.3%	22.6%	53.1%	43.3%	22.6%

### HIGHWAY 17 RIDERSHIP



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 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 Builders working on punch-list items for the first phase of building.
  - West Bay is continuing with site work on 2<sup>nd</sup> half of site.
    - Chassis wash pit
    - Trash enclosure
    - Structural Steel: roofing, decking
    - Concrete parking site
    - Lift bays
- Operations Building
  - RNL has repackaged the Operations Building.
  - Invitation For Bids(RFI) is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
  - Current interior work consists of restrooms, lobby area, floors, walls, and elevator and will be completed in a few weeks.
  - DMC is continuing site work for new area for the building lobby and elevator.
  - Invitation for bids on a parking lot that will accommodate staff vehicle parking is being presented at September 25<sup>th</sup>, 2009 Board Meeting.

## III. DISCUSSION

West Bay Builders is continuing to work on punch-list items for the first phase of the Maintenance Building. Currently, West Bay Builders is continuing site work on the 2<sup>nd</sup> half of site. West Bay is continuing site work for the chassis wash pit, trash enclosure, structural steel, roofing, decking, concrete parking site, and lift bays. Construction meetings are held weekly to maintain project schedule.

5-8.1

**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.

**V. ATTACHMENTS**

None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** September 25, 2009  
**TO:** Board of Directors  
**FROM:** Margaret Gallagher, District Counsel  
**SUBJECT:** ACCEPT AND FILE NINTH CIRCUIT COURT OF APPEALS DECISION  
IN GEORGE V. BART

### I. RECOMMENDED ACTION

**NO ACTION NECESSARY**

### II. SUMMARY OF ISSUES

- In 2007 a Federal District Court in San Francisco held that the Bay Area Rapid Transit Agency (BART) was liable under the Americans with Disabilities Act (ADA) because its “key stations” did not make sufficient designed accommodations for the visually impaired, even though these stations complied with the Department of Transportation’s (DOT) design regulations.
- BART appealed the ruling and asked public transit agencies to file amicus curiae briefs in its appeal.
- On October 12, 2007, the METRO Board of Directors authorized METRO to join in the American Public Transit Association’s (APTA) amicus curiae brief, which set forth reasons for supporting the BART’s position.
- The Appellate Court agreed with BART’s position that a transit agency cannot be liable under the ADA if it has complied with the Department of Transportation’s ADA regulations.

### III. DISCUSSION

The issue before the Court in *George v. Bay Area Rapid Transit (BART)* (9<sup>th</sup> District Court of Appeal CV-00-02206-CW (August 13, 2009)) was whether sight-impaired transit riders could recover for an alleged violation under the Americans with Disabilities Act (ACT) where a public transit service system complies with existing federal design regulations for train station accessibility.

Plaintiff Sheron George, was sight impaired and relies on BART and other transit systems for her transportation needs. In navigating the transit centers, George found it difficult to negotiate stairs because of her disability. She reported that she was able to use stairs if they were painted or marked a different color to show the location of each step. George also reported two falls in

her efforts to negotiate the stairs at the BART stations and as a result of the injuries she required to use a wheelchair for mobility. Plaintiff Sharricci Fourte-Dancy was also vision impaired and reported that she could not navigate an accessible route in the BART stations because they were not equipped with color contrast striping or accessible handrails.

At the district court level, all agreed that BART's facilities were in compliance with the Department of Transportation (DOT) regulations, which require that each light rail station have at least one accessible route from an accessible entrance to those areas necessary for the use of the transportation system. The district court held that because the ADA requires that public transportation programs be accessible to all patrons with disabilities, the DOT regulations are arbitrary and capricious to the extent that they fail to fulfill this mandate by failing to address the needs of those with visual impairments.

A government agency decision is arbitrary and capricious if the agency 1.) has relied on factors, which Congress has not intended it to consider, 2.) entirely failed to consider an important aspect of the problem, 3.) offered an explanation for its decision that runs counter to the evidence before the agency, or 4.) has offered an explanation so implausible that it could not be ascribed to a difference in view or product of agency expertise (*United States v. Snoring Relief Labs, Inc.* 210 F. 3d 1081, 1085 (9<sup>th</sup> Cir. 2000)).

The Ninth Circuit Court of Appeals held that the DOT regulations are not arbitrary and capricious based on the record before them. The Court pointed out that it might well be sensible to require accessible handrails, contrast striping on stairs, and other such measures to promote accessibility. However, the Court pointed out that it is not up to it to decide what is reasonable or sensible in this regard; instead the Court recognized that it must determine if BART met its legal obligations. The Court found that the DOT did not entirely ignore the needs of persons with visual disabilities and that DOT did not act arbitrarily and capriciously because it did consider the needs of this group. The Court determined that no showing had been made that the agency made regulations against the weight of the evidence before the agency or that it offered an explanation so implausible that it cannot be accepted.

Additionally, the Court agreed with BART that because it was in compliance with the federal regulations, it could not be found to be liable for the design of the facility. The Court recognized that compliance with the regulations creates a safe harbor and, therefore, such protection would be completely lacking if any facilities-based claim could be recast as a claim about operations, general discrimination or another non-design related problem.

Finally, the Court held that if the district court did in fact rule that BART is in violation of California Civil Code Section 54.1, which guarantees "full and equal access" to modes of transportation for those with disabilities, such finding would be inconsistent with the Court's decision in this matter.

5-9:2

**IV. FINANCIAL CONSIDERATIONS**

NONE

**V. ATTACHMENTS**

NONE

Prepared by Margaret Gallagher, District Counsel  
Date of Preparation: September 17, 2009

5-9.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** September 25, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AMENDMENTS WITH EACH AFFECTED METRO TRANSIT CENTER TENANT TO SET THE ANNUAL CPI ADJUSTMENT AT 1% FOR THE 2010 CALENDAR YEAR**

### I. RECOMMENDED ACTION

**Authorize the General Manager to execute Amendments with each affected Transit Center Tenant to set the CPI adjustment for 2010 at 1%.**

### II. SUMMARY OF ISSUES

- Santa Cruz Metropolitan Transit District's (METRO) Pacific Station, Watsonville Transit Center and the Bart Cavallaro Transit Center in Scotts Valley are intermodal transit facilities for METRO's fixed route and paratransit customers within the County of Santa Cruz and its regional area. METRO has always leased space to tenants at these facilities to serve the needs of METRO's employees and customers.
- Most of the current transit center leases contain language requiring annual CPI increases to the rent paid by the tenants.
- The annual rent increases are based on Consumer Price Index levels. 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, which is in effect on the date of the commencement of the lease term.
- The economy has put pressure on METRO tenants' businesses and concerns have been raised regarding the CPI increases being too high. One tenant has requested that its annual increase be adjusted to a maximum of 1%.

### III. DISCUSSION

Santa Cruz Metropolitan Transit District (METRO) constructed Pacific Station in 1983/84 as its Santa Cruz Intermodal Transfer Facility. At that time, it was the intent of METRO to recover a large portion of the yearly operations and maintenance costs of the facility through lease revenues. Today, Pacific Station leases space to five tenants. Three leased spaces are in the lobby of the transit center building. These include Metro Market, New China Express and Café Lena. Two spaces consisting of 300 sq. ft. (Brew Bar) and 400 sq. feet (Taqueria el Dandy) are

located on the island between the bus lanes. The Watsonville Transit Center currently leases space to four tenants with one space empty. The Bart Cavallaro Transit Center in Scotts Valley has a large restaurant/café space that has remained vacant for some time.

Most leases include language that requires a minimum and maximum CPI allowance, such as a minimum of 3% but no greater than 8%. Two upcoming CPI increases would be .2%, if relying on the current CPI table, but for the fact that the lease language requires a minimum of a 3% increase. Also, the lease language in the Pacific Station and Watsonville Transit Center leases differ in regards to this issue of minimum and maximum allowable CPI increases. Most Watsonville Transit Center leases state a 1% minimum and 5% maximum CPI. However, most Pacific Station leases require a 3% minimum and allow up to an 8% maximum CPI.

There is concern that the downturn in the economy is having a negative affect on the transit center tenants. Additionally, the annual increases in rent amounts because of annual CPI increases is making it difficult for tenants to keep their doors open for business.

The Taqueria at the Watsonville Transit Center has requested that METRO adjust its annual CPI increase to a maximum of 1% due to the economy. METRO is attempting to make financial decisions equitable for the tenants, including the percentages for CPI increases. It is recommended that METRO lower the CPI adjustment for 2010 to 1% and to revisit this issue in one year to determine the best course of action at that time.

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

Lowering the CPI adjustment to 1% for one year would effectively lower the rents in a very small amount, and make an even distribution of increases for the tenants. In the long view, the businesses would have a greater chance of surviving and blossoming, creating a more stable environment for the transit center tenants.

#### **V. ATTACHMENTS**

**Attachment A:** Chart showing rent amounts and CPI adjustments

**Attachment B:** Tenant Request Letter

5-10.2

**ANNUAL CPI INCREASES ON METRO TENANT LEASES**

Transit Center	Tenant	Current Rent *With 1% increase	Annual CPI increase range per Lease Agreement
Pacific Station	Metro Market	\$2,681.38 <b>\$2,708.19*</b>	2.5%-4.0% \$2,748.41- \$2,788.64
Pacific Station	Brew Bar**	\$900.00 <b>\$900.00*</b>	0%
Pacific Station	Café Lena	\$646.46 <b>\$652.92*</b>	3.0%-8.0% \$665.85- \$698.18
Pacific Station	New China Express	\$2,746.03 <b>\$2,773.49*</b>	3.0%-8.0% \$2,828.41- \$2,965.71
Pacific Station	Taqueria El Dandy	\$703.69 <b>\$710.73*</b>	3.0%-8.0% \$724.80 \$759.99
Watsonville Transit Center	Taqueria El Torito	\$774.66 <b>\$782.41*</b>	1.0%-5.0% \$782.41- \$813.39
Watsonville Transit Center	Jessica Grocery	\$1,477.42 <b>\$1,492.19*</b>	3.0%-8.0% \$1,521.74- \$1,595.61
Watsonville Transit Center	La Mancha**	\$300.00 <b>\$300.00*</b>	0%
Watsonville Transit Center	Santa Martha	\$303.00 <b>\$306.03*</b>	1.0%-5.0% \$306.03- \$318.15

\*\*This Lease does not allow a CPI adjustment to the rent amount.

5-10.a1

## Attachment B

30 Junio, 2009

To whom correspond and to.  
Margaret Gallagher  
Robert Cotter  
Angela Aitken

Economy is affecting the business in a very negative way. Sales are low, Merchandise are more expensive than it use to be.

I'm having serious difficulties paying business expenses.

Could you consider this letter a petition to stop raising the Rent. 3% CPI is too high to our business to survive, 1% would be better. \*

Also I'd like to have a grace period of three days to submit the rent payment. and 5% of late payment instead of 10%

I appreciate your consideration to this matter

M. Lourdes Valdivia.

5-10-b1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager   
**SUBJECT:** APPROVAL OF REVISED BOARD MEMBER TRAVEL FOR FY10

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve the revised Board member travel for FY10.**

## II. SUMMARY OF ISSUES

- State law requires that all Board member travel be formally authorized by the Board of Directors. To satisfy this requirement, all anticipated Board member travel during the fiscal year was included with the final budget resolution adopted by the Board in June.
- The authorized travel approved by the Board for FY10 did not include attendance at the California Transit Association (CTA) Meetings. However, it is proposed that two Board members attend.
- The revised attachment to the final budget, Board Member Travel for FY10, is attached.

## III. DISCUSSION

The annual conference for the California Transit Association (CTA) will be held in Pasadena, in October this year. Staff recommends that two Board members attend. In the past, Board members have regularly attended annual CTA meetings.

## IV. FINANCIAL CONSIDERATIONS

The cost of the additional registration fees and travel is covered in the approved FY10 final budget.

## V. ATTACHMENTS

**Attachment :** Revised Board Member Travel for FY10.

5-11.1

**BOARD MEMBER TRAVEL**

**FY10**

American Public Transportation Association (APTA) Meetings

Legislative Conference  
March 2010  
Washington, DC  
Two Board Members

Annual Conference  
October 2009  
Orlando, FL  
Two Board Members

California Transit Association (CTA) Meetings

Annual Conference  
October 2009  
Pasadena, CA  
Two Board Members

Additional Travel

Meetings with legislators and government officials in Washington, D.C., San Francisco and Sacramento, as approved by the Chair of the Board.

Expenses related to Board members meeting with General Manager and staff.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009

**TO:** Board of Directors

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

**SUBJECT: CONSIDERATION OF APPROVAL OF CONTINUED EMPLOYMENT OF TEMPORARY HELP THROUGH ROBERT HALF INTERNATIONAL FOR TEMPORARY EMPLOYMENT STAFFING FOR THE GRANTS ANALYST POSITION FOR AN AMOUNT NOT TO EXCEED \$40,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a purchase order/contract with Robert Half International for temporary employment staffing for the grants analyst position for an amount not to exceed \$40,000.**

## II. SUMMARY OF ISSUES

- The employee responsible for METRO's Grants/Legislative Analyst position has been on leave since June 10, 2009.
- METRO selected and hired a candidate from Robert Half International who has performed the duties of the position since June 29, 2009.
- As the total cost to retain the temporary employee is approaching the \$25,000 limit requiring board approval, staff is recommending that the Board of Directors allow the General Manager to execute a purchase order/contract with Robert Half International for temporary employment staffing for the grants analyst position for an amount not to exceed \$40,000.

## III. DISCUSSION

The employee responsible for METRO's Grants/Legislative Analyst position has been on leave since June 10, 2009. METRO contacted personnel agencies for qualifications and resumes of candidates to fulfill the duties of this position until METRO's employee was able to return to work. METRO selected a candidate from Robert Half International who has performed the duties of the position since June 29, 2009. METRO has been given three notices of extension of the return to work date for the METRO employee that is out on leave.

As the total cost to retain the temporary employee is approaching the \$25,000 limit requiring board approval, staff is recommending that the Board of Directors allow the General Manager to execute a purchase order/contract with Robert Half International for temporary employment staffing for the grants analyst position for an amount not to exceed \$40,000.

5-12.1

**IV. FINANCIAL CONSIDERATIONS**

Funds to support this purchase order/contract are included in the Finance Department FY10 budget.

**V. ATTACHMENTS**

**None**

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: September 17, 2009

5-12.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 28, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT:** ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE  
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION  
COMMISSION FOR PREVIOUS MEETINGS

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

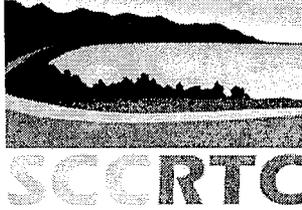
There is no cost impact from this action.

## V. ATTACHMENTS

**Attachment A:** Minutes of the August 6, 2009 Regular SCCRTC Meeting

**Attachment B:** Minutes of the August 20, 2009 Transportation Policy Workshop

5-13.1



**Santa Cruz County Regional  
Transportation Commission**

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**MINUTES**

Thursday  
August 6, 2009  
9:00 a.m.

Scotts Valley City Council Chambers  
1 Civic Center Drive  
Scotts Valley CA 95066

1. Roll call

The meeting was called to order at 9:10 am.

Members present:

Dene Bustichi	Kirby Nicol
Tony Campos	Ellen Pirie
Neal Coonerty	Antonio Rivas
Randy Johnson	Mark Stone
Don Lane	Marcela Tavantzis
John Leopold	Aileen Loe (ex officio)

Member absent: Pat Spence

Staff present:

George Dondero	Rachel Moriconi
Luis Mendez	Kim Shultz
Yesenia Parra	Grace Blakeslee
Gini Pineda	

2. Oral communications

**Jack Nelson** said that on a recent trip to Europe he was impressed by the number of people biking, even the elderly, on a regular basis.

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there was a handout for Item 17.

**CONSENT AGENDA** (Leopold/Pirie) approved unanimously

5-13.a1

**MINUTES**

4. Approved draft minutes of the June 4, 2009 regular SCCRTC meeting
5. Accepted draft minutes of the June 4, 2009 Service Authority for Freeway Emergencies (SAFE) meeting
6. Approved draft minutes of the June 18, 2009 Transportation Policy Workshop meeting
7. Accepted draft minutes of the June 8, 2009 Bicycle Committee meeting
8. Accepted draft minutes of the June 9, 2009 E&D TAC meeting

**POLICY ITEMS**

*No consent items*

**PROJECTS and PLANNING ITEMS**

9. Accepted Fourth Quarter FY 09/10 Regional Transportation Commission (RTC) Work Program Progress Report

**BUDGET AND EXPENDITURES ITEMS**

10. Accepted status report on Transportation Development Act (TDA) revenues

**ADMINISTRATION ITEMS**

*No consent items*

**INFORMATION/OTHER ITEMS**

11. Accepted monthly meeting schedule
12. Accepted correspondence log
13. Accepted letters from SCCRTC committees and staff to other agencies
  - a. Letter to Steve Jesberg, City of Capitola Public Works, from Gary Milburn, Vice-Chair, RTC Bicycle Committee, regarding inclusion of bike lanes in 38<sup>th</sup> Avenue rehabilitation
  - b. Letter to Dene Bustichi, Chair, SCMTD, from Daniel Kostalec, Chair, Bicycle Committee regarding SCMTD's Draft "Bicycles on Fixed Route Buses" Policy
  - c. Letter to Assemblyman Cameron Smyth from RTC Executive Director George Dondero regarding the RTC position on AB 1464
  - d. Letter to State Senator Mark DeSaulnier from RTC Executive Director George Dondero regarding the RTC position on SB 406

5-13.a2

- e. Letter to Assembly Member Wilmer Amina Carter from Executive Director George Dondero regarding the RTC position on AB 266
  - f. Letter to Assembly Member Nielsen from Executive Director George Dondero regarding the RTC position on AB 726
  - g. Letter to Assembly Member Arambula from Executive Director George Dondero regarding the RTC position on ACA 15
  - h. Letter to State Senator Joe Simitian from Executive Director George Dondero regarding the RTC position on SB 425
14. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues
15. Accepted information items
- a. Article dated June 26, 2009 from *The Washington Post* titled "White House Says Transportation System Overhaul Must Wait"
  - b. Copies of letters to Senators Simitian and Maldonado and Assembly Members Monning and Caballero dated June 12, 2009 from John Presleigh, City of Santa Cruz Public Works, urging legislators to reject taking or borrowing gas tax funds to use for general funds purposes
  - c. Copy of letter to Chair Alvarado and the California Transportation Commission dated June 12, 2009 from Cynthia Mathews, Mayor of City of Santa Cruz regarding allocation of STIP funds for the Highway 1/17 Merge Lanes Project

### REGULAR AGENDA

16. Commissioner reports

Commissioner Leopold said that the Redevelopment Agency completed a series of workshops where the public showed a great deal of interest in talking about safe places to walk and bike. He invited RTC staff to participate during the second series of workshops.

Commissioner Johnson welcomed everyone to the City of Scotts Valley and said that transportation projects in Scotts Valley include a safety improvement project on Bean Creek Road in front of the middle school.

17. Director's report

The RTC will contribute to both the Santa Cruz County Complete Count Committee and the City of Watsonville to assist in the efforts to provide accurate population counts for the 2010 census.

The local Sustainable Transportation and Access Rating System (STARS) team is interested in working with the RTC to provide input on designing the Highway 1 HOV Lanes project.

5-13.03

The annual "Related Party Questionnaire" for the fiscal audit will be sent to commissioners and alternates this month.

18. Caltrans report and consider action items

Aileen Loe, Caltrans District 5, announced that Will Kempton was replaced by Randell Iwasaki as Caltrans Director. Caltrans is now on a three-day per month furlough program as ordered by the Governor. The Glenwood Curves project is completed and work on Highway 236 is nearing completion. A webcam was installed on Highway 1 near Morrissey Blvd to provide live traffic updates.

Responding to a question from Commissioner Coonerty, Ms. Loe said that she did not know when the California Transportation Commission (CTC) would vote on the landscaping for the Highway 1 Merge Lanes project funding. Mr. Dondero will be meeting with the CTC this week and will discuss the issue.

Commissioner Rivas thanked Caltrans for the lighting on the Main St and Riverside Ave entrances to the City of Watsonville.

19. State Budget and Federal Legislative Updates

Senior Planner Rachel Moriconi reported that the amended FY09-10 state budget preserves Proposition 42 revenues for the State Transportation Improvement Program and local streets and roads, but that payments to local jurisdictions may be deferred until 2010. Regarding federal legislation, the House of Representatives submitted proposals for reauthorization of the federal surface transportation program; however, the Senate and White House prefer an 18 month extension of SAFETEA-LU instead.

Responding to a question from Commissioner Leopold, Ms. Moriconi said that Regional Transportation Planning Agencies (RTPAs) like the RTC are asking that the California Transportation Commission (CTC) allow them to prioritize which projects will be funded within their regions.

Commissioner Rivas asked for a schedule showing when the Bike Committee will be meeting in Watsonville.

20. Highway 1 Monthly status report

Senior Transportation Planner Kim Shultz said that consultants for the Highway 1 projects will provide a progress report at the September RTC meeting. The current focus for the Highway 1 Soquel/Morrissey Auxiliary Lanes project is finalizing the environmental document which is scheduled to be available to the public in August.

5-13.04

Work continues on potential exceptions to design standards for several interchanges in the Highway 1 HOV Lanes project. Staff and consultants will meet with Caltrans to resolve these design elements in late August.

21. 2010 Regional Transportation Plan -- Draft Project List & Financial Element

Senior Transportation Planner Rachel Moriconi gave the staff report detailing the draft financial element and a list of projects for inclusion in the *2010 Regional Transportation Plan*. The financial element assumes lower revenues than those included in the *2005 Regional Transportation Plan* due to the elimination of Congestion Mitigation and Air Quality (CMAQ) funds and reduced sales tax revenues. The draft project list identifies which projects could be funded over the next 25 years "Within Projected Funds" (constrained) and which projects would "Need New Funds" (unconstrained). The draft RTP will be available for public review in early 2010.

Ms. Moriconi said that some minor changes were made since the staff report was written including a request from UCSC to move some of its projects from the "unconstrained" to "constrained" category since the university has funds of its own to contribute.

Commissioners discussed whether assumptions in the financial element for a sales tax measure are valid and whether some projects should be removed from the list. It was noted that in order to proceed with federal environmental documents for projects, the RTP financial element must have sufficient funds to potentially fund those projects. In addition, there is a bill in the state legislature to reduce the 2/3 majority requirement for special district taxes and bonding to 55% and this potential change was considered when the financial element was constructed.

**Jack Nelson** said that the draft plan and set of projects is an ad for driving based on the funding allocations. He would like to change the direction towards sustainable transportation.

**Paul Elerick** said that the 55% threshold should apply to all legislative votes.

Commissioner Nicol moved and Commissioner Rivas seconded to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Approve the draft RTP Financial Element which assumes revenues from a future sales tax measure; and
2. Approve projects for inclusion in the draft *2010 Regional Transportation Plan (RTP)*.

The motion included the projects added by UCSC.

Commissioner Coonerty moved to amend the staff recommendations by removing the 41<sup>st</sup> Avenue extension from Soquel Drive to Soquel-San Jose Road. Commissioner Leopold seconded the amendment to the motion.

After discussion, the amendment was approved unanimously.

5-13.a5

The main motion passed with Commissioner Leopold voting "no".

The Commission proceeded to Item 25.

22. Review of items to be discussed in closed session – Taken out of order after Item 25

The Commission adjourned into closed session at 10:25 am

#### **CLOSED SESSION**

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

#### **OPEN SESSION**

The Commission reconvened into open session at 11:08 am.

24. Report on closed session

There were no items to report.

25. Rail Line Acquisition – quarterly report - Taken out of order after Item 21

Deputy Director Luis Mendez reported that the RTC continues due diligence work for the Rail Line Acquisition. Staff presented an updated timeline. To fund the continued due diligence work, it is necessary to carryover funds from FY08-09 to FY09-10.

Responding to a question from **Jack Nelson**, Mr. Mendez said that the deadline to receive proposition 116 funds is June 30, 2010.

Commissioner Pirie moved and Commissioner Rivas seconded to approve the staff recommendations that the Regional Transportation Commission (RTC) approve a resolution amending the FY 09-10 Rail/Trail Authority budget to carryover revenues and expenditures from FY 08-09.

The motion (Resolution 01-10) passed unanimously.

5-13.06

- 26. Adjourn to special meeting of the Service Authority for Freeway Emergencies
  - a. No agenda items this month
- 27. Next meetings

The meeting adjourned at 11:09 am.

The next Transportation Policy Workshop meeting is scheduled for Thursday, August 20, 2009 at 9:00 a.m. at the SCCRTC office, 1523 Pacific Ave, Santa Cruz, CA

The next SCCRTC meeting is scheduled for Thursday, September 3 at 9:00 a.m. at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean St., 5<sup>th</sup> floor, Santa Cruz, CA

Respectfully submitted,

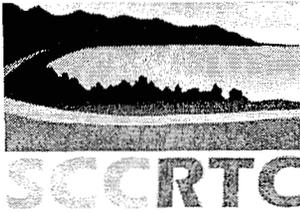
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Gini Pineda, Staff

**ATTENDEES**

Les White  
Paul Elerick  
Bob Yount  
Cliff Walters  
Jack Nelson  
Chris Schneiter

SCMTD  
CFST  
  
City of Santa Cruz



**Santa Cruz County Regional  
Transportation Commission  
Transportation Policy Workshop**

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**MINUTES**

Thursday August 20, 2009  
9:00 a.m.

SCCRTC Conference Room  
1523 Pacific Avenue, Santa Cruz

Commissioner Mark Stone called the meeting to order at 9:03 am.

1. Introductions

Self-introductions were made.

Members Present:

Mark Stone	Andy Schiffrin (Alt.)
Ellen Pirie	John Leopold
Gustavo Gonzalez (Alt.)	David Koch (Alt.)
Norm Hagen (Alt.)	Ron Graves (Alt.)
Bob Begun (Alt.)	Randy Johnson
Don Lane	Michelle Hinkle (Alt.)

Staff Present:

George Dondero	Karena Pushnik
Luis Mendez	Ginger Dykaar
Yesenia Parra	Kim Shultz
Gini Pineda	Rachel Moriconi
Tegan Speiser	Cory Caletti

2. Oral communications - None

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero distributed a written report for Item 6.

Commission Alternate Schiffrin asked to move Item 5 from the consent agenda to the regular agenda.

**CONSENT AGENDA** (Leopold/Pirie) approved unanimously as amended

5-13.61

4. Approved CalPERS contract for amendment for Social Security participation (Resolution 02-10)
5. Approve Special Districts Risk Management Association (SDRMA) Board of Directors election (Resolution) (moved to regular agenda as Item 7.1)

#### **REGULAR AGENDA**

6. Directors Report - oral report

Commissioner Johnson arrived at 9:10am.

Mr. Dondero reported that the California Transportation Commission (CTC) will likely approve funding for the Highway 1 Merge Lanes project landscaping and hold a Town Hall meeting on August 27<sup>th</sup> in Monterey, and that Certification of the final environmental document for the Highway 1 Auxiliary Lanes project will probably occur near the end of the month.

Mr. Dondero highlighted future Transportation Policy Workshop meetings that will include a presentation on the Sustainable Transportation and Access Rating System from Portland, OR on October 15<sup>th</sup> and a workshop discussion of the 511 Traveler Information Systems on November 19<sup>th</sup>.

7. Greenhouse gas emissions inventory and projected reductions – Presentation by Tom Rosewall

Mr. Rosewall described and presented a spreadsheet based, data-driven analysis tool he developed to help policy makers and planners identify, analyze and implement potential strategies to respond to energy and climate change legislation, regulations and initiatives.

Commissioners discussed the models used, the basis for the assumptions and how to measure which future transportation projects would result in the best use of funding within the context of stated goals.

Mr. Dondero said that Mr. Rosewall offered his services and analysis tool to assist in the preparation of the 2010 Regional Transportation Plan. Mr. Dondero plans to take advantage of Mr. Rosewall's offer unless Commissioners object. No objections were expressed.

- 7.1 Approve Special Districts Risk Management Association (SDRMA) Board of Directors election (formerly Item 5)

Commissioners discussed whether enough information was provided regarding candidates for election to the SDRMA board.

Commission Alternate Schiffrin moved and Commissioner Pirie seconded to bring the item back to the September RTC meeting with additional information about the candidates and the rationale for the staff recommendations. The motion passed unanimously.

**5-13.62**

8. Review of items to be discussed in closed session

The Commission adjourned into closed session at 10:26 am.

#### **CLOSED SESSION**

9. Conference with real property negotiator for acquisition of the Santa Cruz Branch Rail Line property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

#### **OPEN SESSION**

10. Report on closed session

The Commission reconvened into open session at 10:58 am.

11. Next meetings

The meeting adjourned at 11:00 am.

The next SCCRTC meeting is scheduled for Thursday, September 3, 2009 at 9:00 a.m. at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean St, Fifth Floor, Santa Cruz, CA.

The next Transportation Policy Workshop is scheduled for September 17, 2009 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

#### **ATTENDEES**

Colin Clarke  
Virginia Johnson  
Les White  
Gine Johnson  
Mike Zeller  
Bhupendra Patel  
Randy de Shazo

Ecology Action  
Ecology Action  
SCMTD  
Ecology Action  
TAMC  
AMBAG  
AMBAG

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 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: Karen Blight

6.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**EMPLOYEE RECOGNITION**

**TEN YEARS**

Salvador Calderon, Bus Operator  
Jose Herrera, Bus Operator  
Chris Kane, Custodial Service Worker I  
Mark Martinez, Bus Operator  
Eduardo Montesino, Bus Operator  
Kimberly Nied, Bus Operator  
Richard Orozco, Bus Operator  
James Taylor, Bus Operator  
Douglas Vest, Bus Operator  
Elizabeth Woodbridge, Bus Operator

**FIFTEEN YEARS**

None

**TWENTY YEARS**

A. John Daugherty, Access Services Coordinator  
Sergio Lona-Gonzalez, Bus Operator

**TWENTY-FIVE YEARS**

None

**THIRTY YEARS**

Michael T. Steber, Bus Operator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009

**TO:** Board of Directors

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

**SUBJECT: CONSIDERATION OF THE FISCAL YEAR END MONTHLY BUDGET STATUS REPORT FOR JUNE 30, 2009; DESIGNATION OF NET REDUCTION OF RESERVES IN THE AMOUNT OF:**

- \$795,441 – CARRYOVER FROM PREVIOUS YEAR RESERVE
- \$462,000 – CAPITAL RESERVES

**AND THE REMAINDER OF REVENUE, IF ANY, FOR ALLOCATION TO CAPITAL FUNDING RESERVES; AND ADOPTION OF THE SCHEDULE OF RESERVE ACCOUNT BALANCES**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors accept the fiscal year end monthly budget status report for June 30, 2009, and designate the transfer of \$795,441 from Carryover from Previous Year Reserves to balance the FY09 Operating budget; transfer \$462,000 from the Capital Alternative Fuel Conversion Fund Reserve to balance the FY09 Capital Budget; transfer \$400,000 from the Capital Bus Stop Improvement Reserve to the Capital Funding Reserve; designate the remainder of revenue, if any, for allocation to the Capital Funding Reserves; and adopt the attached Schedule of Reserve Account Balances.**

## II. SUMMARY OF ISSUES

- The attached preliminary monthly revenue and expense report represents the status of the District's FY09 revised budget, as of June 30, 2009, the end of the fiscal year. The numbers in the report are preliminary, since all accounting adjustments have not yet been completed via the final audit due later this calendar year.
- **Operating Revenues** for the year (preliminary) totaled \$33,723,594 or \$1,412,329 (4%) under the amount of Operating Revenue expected during the fiscal year based on the revised budget.
  - One time use of revenue from Carryover from Previous year reserves is \$795,441 or (77%) under budget.
- **Operating Expenses** for the year (preliminary) totaled \$34,519,035 or \$5,025,446 (13%) under the revised budget.

- **Non-Operating Expenses** are expenses that are not associated with the main or core operations of METRO. These are non-cash accounting entries and therefore are not budgeted, and not included in the Consolidated Operating Report attached. Non-Operating expenses this year are annual depreciation, the annual entry for the Incurred but Not Reported (IBNR) Worker's Compensation Losses, and the first annual entry for the implementation of GASB 45 related to Retiree Health Liabilities "other post employment benefits" (OPEB.)
- **Capital Improvement Program** expenses for the year (preliminary) were \$14,701,216 or 49% of the Capital budget, which was \$30,195,511.
- The final **Schedule of Reserve Account Balances** (Attachment B) will be reported in the audited financial statements for the fiscal year. If the Schedule of Reserve Account Balances changes significantly following any audit adjustments, it will be brought back to the Board.

### III. DISCUSSION

An analysis of the METRO's budget status is prepared monthly in order to apprise the Board of Directors of METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the preliminary status of METRO's FY09 budget as of June 30, 2009.

The fiscal year has elapsed **100%**.

#### A. Operating Revenues

Operating revenues are \$1,412,329 or 4% under the amount we expected to receive for the fiscal year, based on the revised budget adopted by the Board in December 2009. One time use of revenue from prior year carryover was \$795,441. Detailed operating revenue variances are discussed in the attached notes to the report. Here are some of the highlights:

- **Sales Tax Revenues** were \$1,650,988 or 10% below the amount budgeted for the year. This reduction of revenues is directly related to the recent global economic meltdown.
- **Passenger Fares** are \$168,014 or 5% under budget for the year, **Special Transit Fares** are \$161,519 or 5% over budget and the combined **Highway 17** revenue was a total of \$18,755 or 1% over budget. The majority of these variances are due to fluctuations in ridership brought about by current economic conditions.

- **Paratransit Fares** were \$38,684 or 14% over the amount expected to be received for the year. Most of this increase is attributable to the number of trips taken exceeding our yearly projections.
- **Advertising Revenue** was \$102,051 or 120% over the amount budgeted. Advertising revenues are not very predictable, and are typically tied to economic conditions. January through June 2009 was very active for advertising, but that trend has slowed considerably July through September.

**B. Operating Expenses**

Total preliminary operating expenses are at 87% of the revised budget for the year. There are no significant departmental budget overruns and total expenses are within the budgeted amount for the year. Significant variances are explained in the attached notes and reports. Final operating expenses *may* change, if there are any accounting adjustments during the final audit in October.

- **Workers' Compensation** plan claims in FY09 were \$120,335. An increase of \$69,612, although in July, August, and September 2009 excess recoveries were received in the amounts of \$29,203, \$6,456, and \$36,842 respectively. Staff does not recommend withdrawing the \$120,335 from the Workers' Compensation Reserve account, since the reserve account is currently funded at 59% of the recommended minimum reserve balance of \$3,538,987.
- **Liability Insurance** – (Legal) Settlement costs were incurred in the amount of \$162,577. Staff does not recommend withdrawing this amount from the Liability Insurance Reserve account at this time, in order to retain the proposed minimum balance of \$700,757 in the reserve account, which supports the \$250,000 Self Insured Retention (SIR) plus the estimated liability on outstanding cases.
- **Carryover From Previous Year Reserve** is \$2,951,178, of which \$795,441 is being requested to balance the FY09 budget, leaving \$2,155,738 available to be used to balance the FY10 budget.

**C. Non-Operating Expenses**

Non-Operating Expenses for the year (preliminary) totaled \$2,841,203. Non-operating expenses are non-cash accounting entries and include the following: depreciation of district funded capital assets, Incurred but not Reported (IBNR) Worker's Compensation Losses, and GASB 43/45 Retiree Health Liabilities or "other post-employment benefits" (OPEB). These non-cash accounting entries will be included as part of the Audited Financial Statements, although they are not included with this report.

- Depreciation: Depreciation of district funded capital assets totaled \$442,630
- The annual accounting entry for the Incurred but not Reported (IBNR) Worker's Compensation Losses was -\$162,681. Governmental Accounting Standards Board (GASB) Statement #10 requires Metro to accrue a liability on its financial statements for the ultimate cost of claims and expenses associated with all reported and unreported worker's compensation claims. The liability amount was calculated by Bickmore Risk Services as part of an Actuarial Review of the Self-Insured Worker's Compensation Program, which is updated every three (3) years.
- Metro was required to implement GASB 45 with the FY09 reporting cycle. GASB 45 requires state and local governments to report their costs and financial obligations of "other post-employment benefits" (OPEB) other than pension on the annual financial statements. These costs currently include medical, dental, and vision benefits. GASB 45 requires Metro to accrue a liability on its financial statements for the Annual Required Contribution (ARC) less the pay-as-you-go-cost. The amount of the accounting entry was \$2,561,254. The liability amount was calculated by Total Compensation Services, Inc. as part of an Actuarial Study of Retiree Health Liabilities, in a report dated September 2008. This actuarial study is required to be updated every two (2) years, or whenever plan changes cause a material change in accrual costs and / or liabilities.

**D. Capital Improvement Program**

Preliminary expenses for the capital improvement program total \$14,701,216 for the year. Several of the capital projects will be carried over to FY10.

- A total of \$6,181,729 was spent on the Metrobase project, which is funded primarily with State Transit Assistance (STA) funds (designated/restricted from prior years), federal capital grants, and district reserves that were the result of a lawsuit, and proceeds from the sale of the Sakata Lane property.

- Eight (8) Local, and five (5) Highway 17 buses were purchased primarily with Statewide Transportation Improvement Program (STIP) funds, supplemented by the Alternative Fuel Conversion Fund Reserve for a total amount of \$5,931,982.
- The Compressed Natural Gas (CNG) Bus Conversion project was concluded this fiscal year, with a total of 40 diesel-powered buses converted to CNG. Statewide Transportation Improvement Program (STIP) funds were used in the amount of \$1,382,989 to fund this project.

**E. Schedule of Reserve Account Balances**

In years past, the Board of Directors has designated excess sales tax revenue at year-end for various reserves and carryovers. There are no excess revenues this year to fund reserves.

- Staff recommends a transfer from the **Bus Stop Improvements Capital Reserve** account in the amount of \$400,000 to be transferred to the **Capital Funding Reserve** due to the loss of future State Transit Assistance (STA) funding.
- Staff recommends a withdrawal from the **Alternative Fuel Conversion Fund Capital Reserve** account in the amount of \$462,000. This amount was budgeted in the FY09 Capital Budget, and funds were used to offset the cost of replacing eight (8) Local and five (5) Highway 17 CNG powered buses.
- Staff recommends no withdrawal from the **Cash Flow Reserve** account this fiscal year. The balance of the Cash Flow Reserve account will be maintained with the cash flow reserve standard of three month's of operating expenditures approved by the Board last year. Depending upon economic recovery – Metro may need to use \$2.5M budgeted from the Cash Flow Reserve account to balance the FY10 budget.
- Staff recommends a withdrawal from the **Carryover from Previous Year Reserves** account in the amount of \$795,441 to balance the FY09 budget. The total amount of Operating Expense exceeded total Operating Revenue before one-time revenues and transfers by \$795,441 in this preliminary report. The remaining reserve amount of \$2,155,738 will be used to balance the FY10 budget.
- Staff recommends the acceptance of the Revenue and Expense Reports for June 30, 2009 (Attachment A).

- Staff recommends that funds be allocated among the reserve accounts in accordance with the **Schedule of Reserve Account Balances** (Attachment B). Since the final accounting adjustments have not yet been completed, the final amounts for the reserves may change slightly, in particular, the Carryover from Previous Year Reserves account. The final amounts will be available upon completion of the financial audit later this calendar year.

#### IV. FINANCIAL CONSIDERATIONS

Based on these preliminary numbers, FY09 (cash) expenses exceeded (cash) revenues by approximately \$795,441. This amount will be deducted from the Carryover from Previous Year Reserve account, leaving \$2,155,738 to be carried forward to FY10. Retaining the Liability Insurance, Workers Compensation, Cash Flow, and Capital Funding reserves accounts will keep METRO in a better position to make good fiscal and business decisions in the coming years.

#### V. ATTACHMENTS

**Attachment A:** Revenue and Expense Reports for June 30, 2009

**Attachment B:** Schedule of Reserve Account Balances as of June 30, 2009

Prepared by Debbie Kinslow, Assistant Finance Manager  
September 9, 2009



**FY09**  
**Operating Revenue**  
 For the month ending - June 30, 2009

Percent of Year Elapsed - 100%

Revenue Source	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		Actual	FY08	\$ Var	% Var
Passenger Fares	\$ 303,394	\$ 300,979	\$ 2,415	1%	\$ 3,386,252	\$ 3,554,266	\$ (168,014)	-5%		\$ 3,386,252	\$ 3,530,971	\$ (144,719)	-4%
Paratransit Fares	\$ 20,669	\$ 20,253	\$ 416	2%	\$ 322,124	\$ 283,440	\$ 38,684	14%		\$ 322,124	\$ 229,769	\$ 92,355	40%
Special Transit Fares	\$ 181,610	\$ 246,303	\$ (64,693)	-26%	\$ 3,590,053	\$ 3,428,534	\$ 161,519	5%		\$ 3,590,053	\$ 3,127,596	\$ 462,457	15%
Highway 17 Fares	\$ 72,350	\$ 87,100	\$ (14,750)	-17%	\$ 1,034,204	\$ 945,000	\$ 89,204	9%		\$ 1,034,204	\$ 897,606	\$ 136,598	15%
Highway 17 Payments	\$ 43,706	\$ 38,556	\$ 5,150	13%	\$ 436,551	\$ 507,000	\$ (70,449)	-14%		\$ 436,551	\$ 486,116	\$ (49,565)	-10%
<b>Subtotal Passenger Revenue</b>	<b>\$ 621,729</b>	<b>\$ 693,191</b>	<b>\$ (71,462)</b>	<b>-10%</b>	<b>\$ 8,769,184</b>	<b>\$ 8,718,240</b>	<b>\$ 50,944</b>	<b>1%</b>		<b>\$ 8,769,184</b>	<b>\$ 8,272,058</b>	<b>\$ 497,126</b>	<b>6%</b>
Commissions	\$ 1,119	\$ 413	\$ 706	171%	\$ 5,677	\$ 4,951	\$ 726	15%		\$ 5,677	\$ 4,938	\$ 739	15%
Advertising Income	\$ 35,275	\$ 7,106	\$ 28,169	396%	\$ 187,312	\$ 85,261	\$ 102,051	120%	1	\$ 187,312	\$ 258,383	\$ (71,071)	-28%
Rent Income - SC Pacific Station	\$ 7,598	\$ 7,512	\$ 86	1%	\$ 90,384	\$ 89,958	\$ 426	0%		\$ 90,384	\$ 81,802	\$ 8,582	10%
Rent Income - Watsonville TC	\$ 2,855	\$ 2,821	\$ 34	1%	\$ 36,716	\$ 36,483	\$ 233	1%		\$ 36,716	\$ 45,760	\$ (9,044)	-20%
Rent Income - General	\$ -	\$ -	\$ -	0%	\$ 12,659	\$ -	\$ 12,659	100%		\$ 12,659	\$ 20,350	\$ (7,691)	-38%
Interest Income	\$ 19,504	\$ 20,030	\$ (526)	-3%	\$ 391,808	\$ 300,000	\$ 91,808	31%	2	\$ 391,808	\$ 942,456	\$ (550,648)	-58%
Other Non-Transp Revenue	\$ (10,908)	\$ 417	\$ (11,325)	-2716%	\$ (5,244)	\$ 5,000	\$ (10,244)	-205%		\$ (5,244)	\$ 153,494	\$ (158,738)	-103%
Sales Tax Revenue	\$ 563,142	\$ 1,468,534	\$ (905,392)	-62%	\$ 14,923,142	\$ 16,574,130	\$ (1,650,988)	-10%	3	\$ 14,923,142	\$ 17,054,736	\$ (2,131,594)	-12%
Transp Dev Act (TDA) - Op Asst	\$ 1,212,401	\$ 1,345,052	\$ (132,651)	-10%	\$ 5,696,249	\$ 5,679,337	\$ 16,912	0%		\$ 5,696,249	\$ 6,313,334	\$ (617,085)	-10%
<b>Subtotal Other Revenue</b>	<b>\$ 1,830,986</b>	<b>\$ 2,851,885</b>	<b>\$ (1,020,899)</b>	<b>-36%</b>	<b>\$ 21,338,703</b>	<b>\$ 22,775,120</b>	<b>\$ (1,436,417)</b>	<b>-6%</b>		<b>\$ 21,338,703</b>	<b>\$ 24,875,253</b>	<b>\$ (3,536,550)</b>	<b>-14%</b>
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%	\$ 3,496,293	\$ 3,496,293	\$ -	0%		\$ 3,496,293	\$ 3,153,552	\$ 342,741	11%
Repay FTA Advance	\$ -	\$ -	\$ -	0%	\$ (70,000)	\$ (70,000)	\$ -	0%		\$ (70,000)	\$ -	\$ (70,000)	100%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%	\$ 161,615	\$ 161,615	\$ -	0%		\$ 161,615	\$ 149,335	\$ 12,280	8%
Sec 5303 - AMBAG Funding	\$ 9,905	\$ -	\$ 9,905	100%	\$ 27,799	\$ 10,489	\$ 17,310	165%		\$ 27,799	\$ 54,609	\$ (26,810)	-49%
FTA Sec 5316, 5317 - Op Assist	\$ -	\$ -	\$ -	0%	\$ -	\$ 44,166	\$ (44,166)	-100%		\$ -	\$ 17,785	\$ (17,785)	-100%
<b>Subtotal Grant Revenue</b>	<b>\$ 9,905</b>	<b>\$ -</b>	<b>\$ 9,905</b>	<b>100%</b>	<b>\$ 3,615,707</b>	<b>\$ 3,642,563</b>	<b>\$ (26,856)</b>	<b>-1%</b>		<b>\$ 3,615,707</b>	<b>\$ 3,375,281</b>	<b>\$ 240,426</b>	<b>7%</b>
<b>Subtotal Operating Revenue</b>	<b>\$ 2,462,620</b>	<b>\$ 3,545,076</b>	<b>\$ (1,082,456)</b>	<b>-31%</b>	<b>\$ 33,723,594</b>	<b>\$ 35,135,923</b>	<b>\$ (1,412,329)</b>	<b>-4%</b>		<b>\$ 33,723,594</b>	<b>\$ 36,522,592</b>	<b>\$ (2,798,998)</b>	<b>-8%</b>
<b>Total Operating Expenses</b>	<b>\$ 3,031,383</b>				<b>\$ 34,519,035</b>					<b>\$ 34,519,035</b>	<b>\$ 34,929,632</b>		
<b>Variance</b>	<b>\$ (568,763)</b>				<b>\$ (795,441)</b>					<b>\$ (795,441)</b>	<b>\$ 1,592,960</b>		
<b>One-Time Revenue</b>													
Transfer (to)/from Capital Reserves	\$ -	\$ -	\$ -	0%	\$ -	\$ 115,830	\$ (115,830)	-100%		\$ -	\$ 181,046	\$ (181,046)	-100%
Transfer (to)/from Cash Flow Res	\$ -	\$ -	\$ -	0%	\$ -	\$ 267,959	\$ (267,959)	-100%		\$ -	\$ 165,978	\$ (165,978)	-100%
Transfer (to)/from W/C Reserve	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ 50,723	\$ (50,723)	-100%
Transfer (to)/from Liab Ins Res	\$ -	\$ -	\$ -	0%	\$ -	\$ 150,000	\$ (150,000)	-100%		\$ -	\$ 49,243	\$ (49,243)	-100%
Carryover from Previous Year	\$ 795,441	\$ -	\$ 795,441	100%	\$ 795,441	\$ 2,951,178	\$ (2,155,738)	-73%	4	\$ 795,441	\$ 911,228	\$ (115,788)	-13%
<b>Subtotal One-Time Revenue</b>	<b>\$ 795,441</b>	<b>\$ -</b>	<b>\$ 795,441</b>	<b>100%</b>	<b>\$ 795,441</b>	<b>\$ 3,484,967</b>	<b>\$ (2,689,527)</b>	<b>-77%</b>		<b>\$ 795,441</b>	<b>\$ 1,358,218</b>	<b>\$ (562,778)</b>	<b>-71%</b>
<b>Total Revenue</b>	<b>\$ 3,258,061</b>	<b>\$ 3,545,076</b>	<b>\$ (287,015)</b>	<b>-8%</b>	<b>\$ 34,519,035</b>	<b>\$ 38,620,890</b>	<b>\$ (4,101,856)</b>	<b>-11%</b>		<b>\$ 34,519,035</b>	<b>\$ 37,880,810</b>	<b>\$ (3,361,775)</b>	<b>-9%</b>
<b>Total Operating Expenses</b>	<b>\$ 3,031,383</b>				<b>\$ 34,519,035</b>					<b>\$ 34,519,035</b>	<b>\$ 34,929,632</b>		
<b>Variance</b>	<b>\$ 226,678</b>				<b>\$ -</b>					<b>\$ -</b>	<b>\$ 2,951,178</b>		

7.01

Person A



**FY09**  
**Operating Revenue**  
*For the month ending - June 30, 2009*

Percent of Year Elapsed - 100%

<u>Revenue Source</u>	<u>Current Period</u>					<u>Year to Date</u>					<u>YTD Year Over Year Comparison</u>			
	<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>Notes</u>	<u>FY09 Actual</u>	<u>FY08</u>	<u>\$ Var</u>	<u>% Var</u>

Year to Date Notes:

- 1) Advertising Income is over budget due to more advertising than expected in FY09.
- 2) Interest Income is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 3) Sales Tax Revenue is under budget due to less consumer discretionary spending and current economic conditions.
- 4) Carryover from Previous Year Reserve using \$795,441 of \$2,951,178 - leaves \$2,155,738 to be carried forward to FY10

7.02



**FY09**  
**Operating Expenses by Department**  
**For the month ending - June 30, 2009**

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Notes	Actual FY09	FY08	\$ Var	% Var
<b>Departmental Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
1100 - Administration	\$ (60,065)	\$ 67,028	\$ (127,093)	-190%	\$ 729,949	\$ 869,893	\$ (139,944)	-16%		\$ 729,949	\$ 867,136	\$ (137,187)	-16%
1200 - Finance	\$ 149,888	\$ 94,148	\$ 55,740	59%	\$ 953,554	\$ 937,756	\$ 15,798	2%		\$ 953,554	\$ 568,195	\$ 385,359	68%
1300 - Customer Service	\$ 15,724	\$ 37,520	\$ (21,796)	-58%	\$ 415,537	\$ 450,540	\$ (35,003)	-8%		\$ 415,537	\$ 408,532	\$ 7,005	2%
1400 - Human Resources	\$ 69,872	\$ 48,084	\$ 21,788	45%	\$ 559,836	\$ 577,007	\$ (17,171)	-3%		\$ 559,836	\$ 555,293	\$ 4,543	1%
1500 - Information Technology	\$ 71,785	\$ 41,752	\$ 30,033	72%	\$ 523,173	\$ 501,021	\$ 22,152	4%		\$ 523,173	\$ 493,515	\$ 29,658	6%
1700 - District Counsel	\$ 65,449	\$ 37,703	\$ 27,746	74%	\$ 453,939	\$ 452,436	\$ 1,503	0%		\$ 453,939	\$ 425,203	\$ 28,736	7%
1800 - Risk Management	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 77,179	\$ 82,896	\$ (5,717)	-7%	\$ 941,936	\$ 994,753	\$ (52,817)	-5%		\$ 941,936	\$ 839,446	\$ 102,490	12%
3100 - Paratransit Program	\$ 260,500	\$ 293,714	\$ (33,214)	-11%	\$ 3,012,285	\$ 3,524,588	\$ (512,283)	-15%		\$ 3,012,285	\$ 2,743,990	\$ 268,295	10%
3200 - Operations	\$ 195,436	\$ 174,871	\$ 20,565	12%	\$ 1,964,020	\$ 2,164,100	\$ (200,080)	-9%		\$ 1,964,020	\$ 1,969,698	\$ (5,678)	0%
3300 - Bus Operators	\$ 1,144,329	\$ 1,162,881	\$ (18,552)	-2%	\$ 13,205,051	\$ 13,954,573	\$ (749,522)	-5%		\$ 13,205,051	\$ 12,719,786	\$ 485,265	4%
4100 - Fleet Maintenance	\$ 280,102	\$ 320,343	\$ (40,241)	-13%	\$ 3,655,411	\$ 3,903,429	\$ (248,018)	-6%		\$ 3,655,411	\$ 3,821,408	\$ (165,997)	-4%
9001 - Cobra Benefits	\$ (1,170)	\$ -	\$ (1,170)	100%	\$ 2,718	\$ -	\$ 2,718	100%		\$ 2,718	\$ (6,108)	\$ 8,826	-144%
9005 - Retired Employee Benefits	\$ 81,731	\$ 143,457	\$ (61,726)	-43%	\$ 1,557,325	\$ 1,721,482	\$ (164,157)	-10%		\$ 1,557,325	\$ 1,496,062	\$ 61,263	4%
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>\$ 2,350,760</b>	<b>\$ 2,504,397</b>	<b>\$ (153,637)</b>	<b>-6%</b>	<b>\$ 27,974,734</b>	<b>\$ 30,051,557</b>	<b>\$ (2,076,823)</b>	<b>-7%</b>		<b>\$ 27,974,734</b>	<b>\$ 26,902,156</b>	<b>\$ 1,072,578</b>	<b>4%</b>
<b>Departmental Non-Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ -	\$ -	0%	\$ 270	\$ 300	\$ (30)	-10%		\$ 270	\$ 260	\$ 10	4%
1100 - Administration	\$ (102,369)	\$ 28,412	\$ (130,781)	-460%	\$ 227,968	\$ 357,826	\$ (129,858)	-36%		\$ 227,968	\$ 579,048	\$ (351,080)	-61%
1200 - Finance	\$ 87,690	\$ 113,578	\$ (25,888)	-23%	\$ 834,864	\$ 973,154	\$ (138,290)	-14%		\$ 834,864	\$ 787,407	\$ 47,457	6%
1300 - Customer Service	\$ 8,998	\$ 15,799	\$ (6,801)	-43%	\$ 81,430	\$ 107,089	\$ (25,659)	-24%		\$ 81,430	\$ 81,031	\$ 399	0%
1400 - Human Resources	\$ 14,975	\$ 15,116	\$ (141)	-1%	\$ 47,828	\$ 137,387	\$ (89,559)	-65%		\$ 47,828	\$ 56,778	\$ (8,950)	-16%
1500 - Information Technology	\$ 19,766	\$ 47,084	\$ (27,318)	-58%	\$ 105,498	\$ 198,056	\$ (90,558)	-46%		\$ 105,498	\$ 213,946	\$ (108,448)	-51%
1700 - District Counsel	\$ 1,064	\$ 1,692	\$ (628)	-37%	\$ 14,488	\$ 20,303	\$ (5,815)	-29%		\$ 14,488	\$ 25,327	\$ (10,839)	-43%
1800 - Risk Management	\$ 128,942	\$ 20,833	\$ 108,109	519%	\$ 168,927	\$ 249,998	\$ (81,069)	-32%		\$ 168,927	\$ 50,525	\$ 118,402	-234%
2200 - Facilities Maintenance	\$ 133,923	\$ 112,703	\$ 21,220	19%	\$ 1,639,459	\$ 1,653,422	\$ (13,963)	-1%		\$ 1,639,459	\$ 607,309	\$ 1,032,150	170%
3100 - Paratransit Program	\$ 49,430	\$ 72,526	\$ (23,096)	-32%	\$ 613,872	\$ 870,312	\$ (256,440)	-29%		\$ 613,872	\$ 858,142	\$ (244,270)	-28%
3200 - Operations	\$ 47,127	\$ 47,789	\$ (662)	-1%	\$ 542,216	\$ 522,468	\$ 19,748	4%		\$ 542,216	\$ 573,010	\$ (30,794)	-5%
3300 - Bus Operators	\$ -	\$ 336	\$ (336)	-100%	\$ 4,165	\$ 7,508	\$ (3,343)	-45%		\$ 4,165	\$ 5,006	\$ (841)	-17%
4100 - Fleet Maintenance	\$ 171,478	\$ 368,063	\$ (196,585)	-53%	\$ 2,243,707	\$ 4,397,106	\$ (2,153,399)	-49%		\$ 2,243,707	\$ 4,133,765	\$ (1,890,058)	-46%
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ (494)	\$ 494	-100%
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%	\$ -	\$ 1	\$ (1)	-100%		\$ -	\$ (2)	\$ 2	-100%
9014 - Operating Grants	\$ (531)	\$ -	\$ (531)	100%	\$ 19,611	\$ -	\$ 19,611	100%		\$ 19,611	\$ 51,452	\$ (31,841)	-62%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ 6,334	\$ (6,334)	-100%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%	\$ 0	\$ -	\$ 0	100%		\$ 0	\$ 675	\$ (675)	-100%
<b>Subtotal Non-Personnel Expenses</b>	<b>\$ 560,493</b>	<b>\$ 843,931</b>	<b>\$ (283,438)</b>	<b>-34%</b>	<b>\$ 6,544,303</b>	<b>\$ 9,492,928</b>	<b>\$ (2,948,625)</b>	<b>-31%</b>		<b>\$ 6,544,303</b>	<b>\$ 8,028,269</b>	<b>\$ (1,483,965)</b>	<b>-18%</b>

7.03



**FY09**  
**Operating Expenses by Department**  
**For the month ending - June 30, 2009**

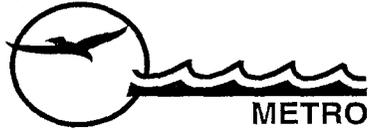
	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY09	FY08	\$ Var	% Var
<b>Total Departmental Expenses</b>													
700 - SCCIC	\$ -	\$ -	\$ -	0%	\$ 270	\$ 300	\$ (30)	-10%		\$ 270	\$ 260	\$ 10	4%
1100 - Administration	\$ (42,304)	\$ 96,440	\$ (137,744)	-144%	\$ 957,917	\$ 1,227,718	\$ (269,801)	-22%	1	\$ 957,917	\$ 1,446,184	\$ (488,267)	-34%
1200 - Finance	\$ 237,578	\$ 207,726	\$ 29,852	14%	\$ 1,788,418	\$ 1,910,910	\$ (122,491)	-6%	2	\$ 1,788,418	\$ 1,355,602	\$ 432,816	32%
1300 - Customer Service	\$ 24,722	\$ 53,319	\$ (28,597)	-54%	\$ 496,967	\$ 557,629	\$ (60,662)	-11%		\$ 496,967	\$ 489,563	\$ 7,404	2%
1400 - Human Resources	\$ 84,847	\$ 63,200	\$ 21,647	34%	\$ 607,664	\$ 714,394	\$ (106,730)	-15%	3	\$ 607,664	\$ 612,071	\$ (4,407)	-1%
1500 - Information Technology	\$ 91,551	\$ 88,856	\$ 2,715	3%	\$ 628,671	\$ 697,077	\$ (68,406)	-10%		\$ 628,671	\$ 707,461	\$ (78,790)	-11%
1700 - District Counsel	\$ 66,513	\$ 39,395	\$ 27,118	69%	\$ 468,427	\$ 472,739	\$ (4,312)	-1%		\$ 468,427	\$ 450,530	\$ 17,897	4%
1800 - Risk Management	\$ 128,942	\$ 20,833	\$ 108,109	519%	\$ 168,927	\$ 249,996	\$ (81,069)	-32%		\$ 168,927	\$ 50,525	\$ 118,402	234%
2200 - Facilities Maintenance	\$ 211,102	\$ 195,599	\$ 15,503	8%	\$ 2,581,395	\$ 2,648,175	\$ (66,780)	-3%		\$ 2,581,395	\$ 1,446,755	\$ 1,134,640	78%
3100 - Paratransit Program	\$ 309,930	\$ 366,240	\$ (56,310)	-15%	\$ 3,626,157	\$ 4,394,880	\$ (768,723)	-17%	4	\$ 3,626,157	\$ 3,602,132	\$ 24,025	1%
3200 - Operations	\$ 242,563	\$ 222,660	\$ 19,903	9%	\$ 2,506,236	\$ 2,686,568	\$ (180,332)	-7%	5	\$ 2,506,236	\$ 2,542,708	\$ (36,472)	-1%
3300 - Bus Operators	\$ 1,144,329	\$ 1,163,217	\$ (18,888)	-2%	\$ 13,209,216	\$ 13,962,081	\$ (752,865)	-5%	6	\$ 13,209,216	\$ 12,724,792	\$ 484,424	4%
4100 - Fleet Maintenance	\$ 451,580	\$ 688,406	\$ (236,826)	-34%	\$ 5,899,118	\$ 8,300,535	\$ (2,401,417)	-29%	7	\$ 5,899,118	\$ 7,955,173	\$ (2,056,055)	-26%
9001 - Cobra Benefits	\$ (1,170)	\$ -	\$ (1,170)	100%	\$ 2,718	\$ -	\$ 2,718	100%		\$ 2,718	\$ (6,602)	\$ 9,320	-141%
9005 - Retired Employee Benefits	\$ 81,731	\$ 143,457	\$ (61,726)	-43%	\$ 1,557,325	\$ 1,721,483	\$ (164,158)	-10%	8	\$ 1,557,325	\$ 1,496,060	\$ 61,265	4%
9014 - Operating Grants	\$ (531)	\$ -	\$ (531)	100%	\$ 19,611	\$ -	\$ 19,611	100%		\$ 19,611	\$ 51,452	\$ (31,841)	-62%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ 6,334	\$ (6,334)	-100%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%	\$ 0	\$ -	\$ 0	100%		\$ 0	\$ (575)	\$ 575	-100%
<b>Total Operating Expenses</b>	<b>\$ 3,031,383</b>	<b>\$ 3,348,326</b>	<b>\$ (316,943)</b>	<b>-9%</b>	<b>\$ 34,519,035</b>	<b>\$ 39,544,480</b>	<b>\$ (5,025,445)</b>	<b>-13%</b>		<b>\$ 34,519,035</b>	<b>\$ 34,929,632</b>	<b>\$ (410,596)</b>	<b>-1%</b>

\*\* does not include non-cash entries: Depreciation \$442,630, W/C IBNR, (\$162,681), and GASB 43/45 OPEB \$2,561,254

**Current Period Notes:**

- 1) **Administration** is under budget due to cost cutting measures in place ( for all non-personnel accounts), and project manager wages and benefits capitalized to the Metrobase project
- 2) **Finance** is under budget due to less than anticipated costs for Insurance - Property and Insurance - PL & PD.
- 3) **Human Resources** is under budget due to less than anticipated Prof & Tech Fees ( for labor negotiations ) and Training in FY09.
- 4) **Paratransit Program** is under budget due to not being at full complement, unpaid leaves, less than anticipated costs for medical insurance, fuel and contract transportation in FY09.
- 5) **Operations** is under budget due to less than anticipated personnel costs ( less overtime expenses in FY09 ) and security services.
- 6) **Bus Operators** is under budget due to not being at full complement in FY09.
- 7) **Fleet** is under budget due to not being at full complement, unpaid leaves and less than anticipated fuel costs in FY09.
- 8) **Retired Employee Benefits** is under budget for the year due to less than anticipated increase for medical premiums.

7.04



**FY09**  
**Consolidated Operating Expenses**  
**For the month ending - June 30, 2009**

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY09 Actual	FY08	\$ Var	% Var
<b>LABOR</b>													
501011 Bus Operator Pay	\$ 604,245	\$ 703,961	\$ (99,716)	-14%	\$ 7,571,894	\$ 8,447,531	\$ (875,637)	-10%		\$ 7,571,894	\$ 7,430,733	\$ 141,161	2%
501013 Bus Operator Overtime	\$ 135,733	\$ 131,653	\$ 4,080	3%	\$ 1,498,661	\$ 1,579,839	\$ (81,178)	-5%		\$ 1,498,661	\$ 1,420,672	\$ 77,989	5%
501021 Other Salaries	\$ 449,502	\$ 497,697	\$ (48,195)	-10%	\$ 6,161,034	\$ 6,018,564	\$ 142,470	2%		\$ 6,161,034	\$ 5,866,496	\$ 294,538	5%
501023 Other Overtime	\$ 24,988	\$ 27,472	\$ (2,484)	-9%	\$ 273,099	\$ 329,661	\$ (56,562)	-17%		\$ 273,099	\$ 315,421	\$ (42,322)	-13%
<b>Total Labor -</b>	<b>\$ 1,214,468</b>	<b>\$ 1,360,783</b>	<b>\$ (146,315)</b>	<b>-11%</b>	<b>\$ 15,504,688</b>	<b>\$ 16,375,595</b>	<b>\$ (870,908)</b>	<b>-5%</b>		<b>\$ 15,504,688</b>	<b>\$ 15,033,322</b>	<b>\$ 471,366</b>	<b>3%</b>
<b>FRINGE BENEFITS</b>													
502011 Medicare/Soc. Sec.	\$ 18,450	\$ 17,886	\$ 564	3%	\$ 219,517	\$ 214,641	\$ 4,877	2%		\$ 219,517	\$ 207,815	\$ 11,702	6%
502021 Retirement	\$ 172,717	\$ 199,819	\$ (27,102)	-14%	\$ 2,215,061	\$ 2,397,806	\$ (182,745)	-8%		\$ 2,215,061	\$ 1,997,213	\$ 217,848	11%
502031 Medical Insurance	\$ 375,613	\$ 461,945	\$ (86,332)	-19%	\$ 5,107,701	\$ 5,543,284	\$ (435,582)	-8%		\$ 5,107,701	\$ 4,702,052	\$ 405,649	9%
502041 Dental Insurance	\$ 41,778	\$ 41,920	\$ (142)	0%	\$ 473,737	\$ 503,198	\$ (29,462)	-6%		\$ 473,737	\$ 470,088	\$ 3,649	1%
502045 Vision Insurance	\$ 10,813	\$ 11,619	\$ (806)	-7%	\$ 133,492	\$ 139,428	\$ (5,936)	-4%		\$ 133,492	\$ 129,867	\$ 3,626	3%
502051 Life Insurance	\$ 3,491	\$ 4,181	\$ (690)	-17%	\$ 43,265	\$ 50,172	\$ (6,907)	-14%		\$ 43,265	\$ 42,208	\$ 1,057	3%
502060 State Disability	\$ 17,142	\$ 23,166	\$ (6,024)	-26%	\$ 174,294	\$ 278,075	\$ (103,781)	-37%		\$ 174,294	\$ 129,442	\$ 44,852	35%
502061 Disability Insurance	\$ 17,913	\$ 19,190	\$ (1,277)	-7%	\$ 214,214	\$ 230,272	\$ (16,058)	-7%		\$ 214,214	\$ 206,522	\$ 7,692	4%
502071 State Unemp. Ins	\$ (187)	\$ 4,461	\$ (4,648)	-104%	\$ 51,903	\$ 53,534	\$ (1,631)	-3%		\$ 51,903	\$ 54,413	\$ (2,510)	-5%
502081 Worker's Comp Ins	\$ 97,240	\$ 83,349	\$ 13,891	17%	\$ 740,341	\$ 999,102	\$ (258,761)	-26%		\$ 740,341	\$ 979,925	\$ (239,584)	-24%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 12,415	\$ 32,676	\$ (20,261)	-62%	\$ 315,563	\$ 392,096	\$ (76,533)	-20%		\$ 315,563	\$ 296,107	\$ 19,456	7%
502103 Floating Holiday	\$ 62,805	\$ 5,816	\$ 56,989	980%	\$ 83,979	\$ 69,801	\$ 14,178	20%		\$ 83,979	\$ 79,336	\$ 4,643	6%
502109 Sick Leave	\$ 76,832	\$ 80,035	\$ (3,203)	-4%	\$ 683,804	\$ 906,196	\$ (222,392)	-25%		\$ 683,804	\$ 664,031	\$ 19,773	3%
502111 Annual Leave	\$ 203,178	\$ 135,141	\$ 68,037	50%	\$ 1,792,332	\$ 1,628,701	\$ 163,631	10%		\$ 1,792,332	\$ 1,661,329	\$ 131,003	8%
502121 Other Paid Absence	\$ 19,048	\$ 10,357	\$ 8,691	84%	\$ 141,865	\$ 124,275	\$ 17,590	14%		\$ 141,865	\$ 138,969	\$ 2,896	2%
502251 Physical Exams	\$ 1,005	\$ 1,107	\$ (102)	-9%	\$ 6,740	\$ 13,282	\$ (6,542)	-49%		\$ 6,740	\$ 7,664	\$ (924)	-12%
502253 Driver Lic Renewal	\$ 240	\$ 363	\$ (123)	-34%	\$ 1,380	\$ 4,353	\$ (2,973)	-68%		\$ 1,380	\$ 1,655	\$ (275)	-17%
502999 Other Fringe Benefits	\$ 5,771	\$ 10,581	\$ (4,810)	-45%	\$ 70,828	\$ 127,437	\$ (56,608)	-44%		\$ 70,828	\$ 98,606	\$ (27,778)	-28%
<b>Total Fringe Benefits -</b>	<b>\$ 1,136,264</b>	<b>\$ 1,143,612</b>	<b>\$ (7,348)</b>	<b>-1%</b>	<b>\$ 12,470,018</b>	<b>\$ 13,675,654</b>	<b>\$ (1,205,637)</b>	<b>-9%</b>		<b>\$ 12,470,018</b>	<b>\$ 11,867,242</b>	<b>\$ 602,776</b>	<b>5%</b>
<b>Total Personnel Expenses -</b>	<b>\$ 2,350,732</b>	<b>\$ 2,504,395</b>	<b>\$ (153,663)</b>	<b>-6%</b>	<b>\$ 27,974,705</b>	<b>\$ 30,051,250</b>	<b>\$ (2,076,544)</b>	<b>-7%</b>	<b>1</b>	<b>\$ 27,974,705</b>	<b>\$ 26,900,564</b>	<b>\$ 1,074,142</b>	<b>4%</b>

7.05



**FY09**  
**Consolidated Operating Expenses**  
**For the month ending - June 30, 2009**

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY09 Actual	FY08	\$ Var	% Var
<b>SERVICES</b>													
503011 Acctg & Audit Fees	\$ 1,800	\$ 10,000	\$ (8,200)	-82%	\$ 80,015	\$ 100,250	\$ (20,235)	-20%		\$ 80,015	\$ 84,436	\$ (4,421)	-5%
503012 Admin. & Bank Fees	\$ 36,681	\$ 49,350	\$ (12,669)	-26%	\$ 185,856	\$ 208,250	\$ (22,394)	-11%		\$ 185,856	\$ 176,720	\$ 9,136	5%
503031 Prof & Tech Fees	\$ 39,476	\$ 63,285	\$ (23,809)	-38%	\$ 140,951	\$ 351,429	\$ (210,468)	-60%	2	\$ 140,961	\$ 218,191	\$ (77,230)	-35%
503032 Legislative Services	\$ 7,500	\$ 8,367	\$ (867)	-10%	\$ 90,000	\$ 100,402	\$ (10,402)	-10%		\$ 90,000	\$ 90,470	\$ (470)	-1%
503033 Legal Services	\$ 1,473	\$ 4,583	\$ (3,110)	-68%	\$ 1,473	\$ 54,998	\$ (53,525)	-97%	3	\$ 1,473	\$ 1,259	\$ 214	17%
503034 Pre-Employ. Exams	\$ 2,281	\$ 1,288	\$ 993	77%	\$ 12,532	\$ 15,458	\$ (2,926)	-19%		\$ 12,532	\$ 14,459	\$ (1,927)	-13%
503041 Temp Help	\$ 5,833	\$ -	\$ 5,833	100%	\$ 105,043	\$ -	\$ 105,043	100%	4	\$ 105,043	\$ 109,414	\$ (4,371)	-4%
503161 Custodial Services	\$ 5,807	\$ 4,900	\$ 907	19%	\$ 68,500	\$ 58,800	\$ 9,700	16%		\$ 68,500	\$ 68,109	\$ 391	1%
503162 Uniform & Laundry	\$ 1,783	\$ 3,546	\$ (1,763)	-50%	\$ 30,484	\$ 42,551	\$ (12,067)	-28%		\$ 30,484	\$ 38,876	\$ (8,392)	-22%
503171 Security Services	\$ 31,451	\$ 33,375	\$ (1,924)	-6%	\$ 358,208	\$ 400,500	\$ (42,292)	-11%	5	\$ 358,208	\$ 341,087	\$ 17,121	5%
503221 Classified/Legal Ads	\$ 775	\$ 2,763	\$ (1,988)	-72%	\$ 13,053	\$ 29,704	\$ (16,650)	-56%		\$ 13,053	\$ 13,900	\$ (847)	-6%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 417	\$ (417)	-100%	\$ -	\$ 4,998	\$ (4,998)	-100%		\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 4,059	\$ 7,500	\$ (3,441)	-46%	\$ 73,338	\$ 90,000	\$ (16,662)	-19%		\$ 73,338	\$ 122,507	\$ (49,169)	-40%
503352 Repair - Equipment	\$ 19,350	\$ 34,985	\$ (15,635)	-45%	\$ 327,258	\$ 421,820	\$ (94,562)	-22%	6	\$ 327,258	\$ 161,770	\$ 165,488	102%
503353 Repair - Rev Vehicle	\$ 14,289	\$ 32,449	\$ (18,160)	-56%	\$ 376,355	\$ 389,388	\$ (13,033)	-3%		\$ 376,355	\$ 346,490	\$ 29,865	9%
503354 Repair - Non Rev Vehicle	\$ -	\$ 2,500	\$ (2,500)	-100%	\$ 13,889	\$ 30,000	\$ (16,111)	-54%		\$ 13,889	\$ 29,481	\$ (15,592)	-53%
503363 Haz Mat Disposal	\$ 5,872	\$ 3,722	\$ 2,150	58%	\$ 51,806	\$ 79,666	\$ (27,860)	-35%		\$ 51,806	\$ 36,749	\$ 15,057	41%
<b>Total Services -</b>	<b>\$ 178,430</b>	<b>\$ 263,030</b>	<b>\$ (84,600)</b>	<b>-32%</b>	<b>\$ 1,928,772</b>	<b>\$ 2,378,214</b>	<b>\$ (449,442)</b>	<b>-19%</b>		<b>\$ 1,928,772</b>	<b>\$ 1,853,918</b>	<b>\$ 74,853</b>	<b>4%</b>
<b>MOBILE MATERIALS AND SUPPLIES</b>													
504011 Fuels & Lube Non Rev Veh	\$ 7,965	\$ 16,775	\$ (8,810)	-53%	\$ 138,056	\$ 201,300	\$ (63,244)	-31%	7	\$ 138,056	\$ 156,283	\$ (18,227)	-12%
504012 Fuels & Lube Rev Veh	\$ 1,402	\$ 269,860	\$ (268,458)	-99%	\$ 1,316,522	\$ 3,203,320	\$ (1,886,798)	-59%	8	\$ 1,316,522	\$ 2,541,024	\$ (1,224,502)	-48%
504021 Tires & Tubes	\$ 8,345	\$ 17,083	\$ (8,738)	-51%	\$ 180,368	\$ 204,996	\$ (24,628)	-12%		\$ 180,368	\$ 185,826	\$ (5,458)	-3%
504161 Other Mobile Supplies	\$ -	\$ 833	\$ (833)	-100%	\$ 6,578	\$ 9,996	\$ (3,418)	-34%		\$ 6,578	\$ 6,460	\$ 118	2%
504191 Rev Vehicle Parts	\$ 165,439	\$ 51,275	\$ 114,164	223%	\$ 460,133	\$ 615,300	\$ (155,167)	-25%	9	\$ 460,133	\$ 775,903	\$ (315,770)	-41%
<b>Total Mobile Materials &amp; Supplies -</b>	<b>\$ 183,151</b>	<b>\$ 355,826</b>	<b>\$ (172,675)</b>	<b>-49%</b>	<b>\$ 2,101,658</b>	<b>\$ 4,234,913</b>	<b>\$ (2,133,255)</b>	<b>-50%</b>		<b>\$ 2,101,658</b>	<b>\$ 3,665,496</b>	<b>\$ (1,563,838)</b>	<b>-43%</b>

7.06



**FY09**  
**Consolidated Operating Expenses**  
**For the month ending - June 30, 2009**

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY09 Actual	FY08	\$ Var	% Var
<b>OTHER MATERIALS &amp; SUPPLIES</b>													
504205 Freight Out	\$ 155	\$ 292	\$ (137)	-47%	\$ 1,979	\$ 3,503	\$ (1,524)	-43%		\$ 1,979	\$ 4,134	\$ (2,155)	-52%
504211 Postage & Mailing	\$ 217	\$ 1,890	\$ (1,673)	-89%	\$ 9,131	\$ 29,644	\$ (20,513)	-69%		\$ 9,131	\$ 16,435	\$ (7,304)	-44%
504214 Promotional Items	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
504215 Printing	\$ 7,841	\$ 19,733	\$ (11,892)	-60%	\$ 76,060	\$ 102,798	\$ (26,737)	-26%		\$ 76,060	\$ 73,613	\$ 2,447	3%
504217 Photo Supply/Processing	\$ 98	\$ 808	\$ (710)	-88%	\$ 4,782	\$ 9,698	\$ (4,915)	-51%		\$ 4,782	\$ 3,676	\$ 1,106	30%
504311 Office Supplies	\$ 5,436	\$ 7,297	\$ (1,861)	-26%	\$ 57,066	\$ 86,462	\$ (29,396)	-34%		\$ 57,066	\$ 88,773	\$ (31,707)	-36%
504315 Safety Supplies	\$ 526	\$ 2,275	\$ (1,749)	-77%	\$ 12,083	\$ 27,300	\$ (15,217)	-56%		\$ 12,083	\$ 23,816	\$ (11,733)	-49%
504317 Cleaning Supplies	\$ 4,081	\$ 4,417	\$ (336)	-8%	\$ 30,516	\$ 53,002	\$ (22,486)	-42%		\$ 30,516	\$ 49,557	\$ (19,041)	-38%
504409 Repair/Maint Supplies	\$ 2,574	\$ 4,584	\$ (2,010)	-44%	\$ 45,836	\$ 54,999	\$ (9,164)	-17%		\$ 45,836	\$ 82,499	\$ (36,663)	-44%
504421 Non-Inventory Parts	\$ 176	\$ 3,917	\$ (3,741)	-96%	\$ 46,072	\$ 52,002	\$ (5,930)	-11%		\$ 46,072	\$ 49,574	\$ (3,502)	-7%
504511 Small Tools	\$ -	\$ 833	\$ (833)	-100%	\$ 3,363	\$ 9,998	\$ (6,635)	-66%		\$ 3,363	\$ 9,163	\$ (5,800)	-63%
504515 Employee Tool Rplcmt	\$ 90	\$ 217	\$ (127)	-59%	\$ 1,359	\$ 2,599	\$ (1,240)	-48%		\$ 1,359	\$ 1,379	\$ (20)	-1%
<b>Total Other Materials &amp; Supplies -</b>	<b>\$ 21,194</b>	<b>\$ 46,263</b>	<b>\$ (25,069)</b>	<b>-54%</b>	<b>\$ 288,247</b>	<b>\$ 432,004</b>	<b>\$ (143,756)</b>	<b>-33%</b>	<b>10</b>	<b>\$ 288,247</b>	<b>\$ 402,619</b>	<b>\$ (114,372)</b>	<b>-28%</b>
<b>UTILITIES</b>													
505011 Gas & Electric	\$ 13,987	\$ 18,418	\$ (4,431)	-24%	\$ 183,848	\$ 221,013	\$ (37,165)	-17%		\$ 183,848	\$ 213,522	\$ (29,674)	-14%
505021 Water & Garbage	\$ 10,407	\$ 10,313	\$ 94	1%	\$ 131,073	\$ 123,756	\$ 7,317	6%		\$ 131,073	\$ 117,796	\$ 13,277	11%
505031 Telecommunications	\$ 19,762	\$ 10,026	\$ 9,736	97%	\$ 116,430	\$ 135,665	\$ (19,235)	-14%		\$ 116,430	\$ 102,692	\$ 13,738	13%
<b>Total Utilities -</b>	<b>\$ 44,156</b>	<b>\$ 38,757</b>	<b>\$ 5,399</b>	<b>14%</b>	<b>\$ 431,351</b>	<b>\$ 480,434</b>	<b>\$ (49,083)</b>	<b>-10%</b>	<b>11</b>	<b>\$ 431,351</b>	<b>\$ 434,010</b>	<b>\$ (2,659)</b>	<b>-1%</b>
<b>CASUALTY &amp; LIABILITY</b>													
506011 Insurance - Property	\$ 7,364	\$ 9,862	\$ (2,498)	-25%	\$ 71,472	\$ 118,344	\$ (46,872)	-40%	12	\$ 71,472	\$ 53,305	\$ 18,167	34%
506015 Insurance - PL & PD	\$ 38,101	\$ 42,500	\$ (4,399)	-10%	\$ 481,462	\$ 510,000	\$ (28,538)	-6%	13	\$ 481,462	\$ 424,671	\$ 56,791	13%
506021 Insurance - Other	\$ -	\$ -	\$ -	0%	\$ 711	\$ 801	\$ (90)	-11%		\$ 711	\$ 1,007	\$ (296)	-29%
506123 Settlement Costs	\$ 127,023	\$ 12,500	\$ 114,523	916%	\$ 162,577	\$ 150,000	\$ 12,577	8%		\$ 162,577	\$ 49,243	\$ 113,334	230%
506127 Repairs - Dist Prop	\$ -	\$ -	\$ -	0%	\$ (30,743)	\$ -	\$ (30,743)	100%		\$ (30,743)	\$ (16,361)	\$ (14,382)	88%
<b>Total Casualty &amp; Liability -</b>	<b>\$ 172,488</b>	<b>\$ 64,862</b>	<b>\$ 107,626</b>	<b>166%</b>	<b>\$ 685,479</b>	<b>\$ 779,145</b>	<b>\$ (93,666)</b>	<b>-12%</b>		<b>\$ 685,479</b>	<b>\$ 511,865</b>	<b>\$ 173,614</b>	<b>34%</b>
<b>TAXES</b>													
507051 Fuel Tax	\$ 1,316	\$ 1,025	\$ 291	28%	\$ 10,183	\$ 12,300	\$ (2,117)	-17%		\$ 10,183	\$ 5,880	\$ 4,303	73%
507201 Licenses & permits	\$ (4,085)	\$ 1,113	\$ (5,198)	-467%	\$ 12,652	\$ 15,154	\$ (2,502)	-17%		\$ 12,652	\$ 13,871	\$ (1,219)	-9%
507999 Other Taxes	\$ -	\$ 2,183	\$ (2,183)	-100%	\$ 21,013	\$ 26,196	\$ (5,184)	-20%		\$ 21,013	\$ 14,165	\$ 6,848	48%
<b>Total Utilities -</b>	<b>\$ (2,769)</b>	<b>\$ 4,321</b>	<b>\$ (7,090)</b>	<b>-164%</b>	<b>\$ 43,848</b>	<b>\$ 53,650</b>	<b>\$ (9,802)</b>	<b>-18%</b>		<b>\$ 43,848</b>	<b>\$ 33,916</b>	<b>\$ 9,932</b>	<b>29%</b>

7.07



**FY09**  
**Consolidated Operating Expenses**  
**For the month ending - June 30, 2009**

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY09	FY08	\$ Var	% Var
<b><u>PURCHASED TRANSPORTATION</u></b>													
503406 Contr/Paratrans	\$ 12,852	\$ 20,833	\$ (7,981)	-38%	\$ 176,003	\$ 249,996	\$ (73,993)	-30%	14	\$ 176,003	\$ 288,788	\$ (112,785)	-39%
Total Purchased Transportation -	\$ 12,852	\$ 20,833	\$ (7,981)	-38%	\$ 176,003	\$ 249,996	\$ (73,993)	-30%		\$ 176,003	\$ 288,788	\$ (112,785)	-39%
<b><u>MISC</u></b>													
509011 Dues & Subscriptions	\$ 5,809	\$ 5,409	\$ 400	7%	\$ 62,018	\$ 64,908	\$ (2,890)	-4%		\$ 62,018	\$ 22,427	\$ 39,591	177%
509085 Advertising - Rev Product	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ 114	\$ 1,110	\$ (996)	-90%	\$ 8,095	\$ 33,700	\$ (25,605)	-76%		\$ 8,095	\$ 14,159	\$ (6,064)	-43%
509121 Employee Training	\$ 53	\$ 3,107	\$ (3,054)	-98%	\$ 22,935	\$ 43,328	\$ (20,393)	-47%		\$ 22,935	\$ 87,097	\$ (64,162)	-74%
509123 Travel	\$ 2,504	\$ 6,011	\$ (3,507)	-58%	\$ 36,262	\$ 72,132	\$ (35,870)	-50%		\$ 36,262	\$ 35,593	\$ 669	2%
509125 Local Meeting Exp	\$ 467	\$ 390	\$ 77	20%	\$ 4,473	\$ 4,680	\$ (207)	-4%		\$ 4,473	\$ 4,603	\$ (130)	-3%
509127 Board Director Fees	\$ 800	\$ 1,100	\$ (300)	-27%	\$ 10,350	\$ 13,200	\$ (2,850)	-22%		\$ 10,350	\$ 12,850	\$ (2,500)	-19%
509150 Contributions	\$ 22	\$ 54	\$ (32)	-59%	\$ 22	\$ 648	\$ (626)	-97%		\$ 22	\$ 248	\$ (226)	-91%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%	\$ (22)	\$ -	\$ (22)	100%		\$ (22)	\$ 332	\$ (354)	-107%
509198 Cash Over/Short	\$ 693	\$ 42	\$ 651	1551%	\$ 511	\$ 503	\$ 8	2%		\$ 511	\$ 2,488	\$ (1,977)	-79%
Total Misc -	\$ 10,462	\$ 17,223	\$ (6,761)	-39%	\$ 144,645	\$ 233,099	\$ (88,454)	-38%	15	\$ 144,645	\$ 179,797	\$ (35,152)	-20%
<b><u>LEASES &amp; RENTALS</u></b>													
512011 Facility Rentals	\$ 60,338	\$ 30,139	\$ 30,199	100%	\$ 728,349	\$ 622,657	\$ 105,692	17%	16	\$ 728,349	\$ 639,643	\$ 88,706	14%
512061 Equipment Rentals	\$ 354	\$ 2,676	\$ (2,322)	-87%	\$ 15,978	\$ 29,112	\$ (13,134)	-45%		\$ 15,978	\$ 19,016	\$ (3,038)	-16%
Total Leases & Rentals -	\$ 60,692	\$ 32,815	\$ 27,877	85%	\$ 744,327	\$ 651,769	\$ 92,558	14%		\$ 744,327	\$ 658,659	\$ 85,668	13%
<b>Total Non-Personnel Expenses -</b>	<b>\$ 680,656</b>	<b>\$ 843,930</b>	<b>\$ (163,274)</b>	<b>-19%</b>	<b>\$ 6,544,329</b>	<b>\$ 9,493,223</b>	<b>\$ (2,948,894)</b>	<b>-31%</b>		<b>\$ 6,544,329</b>	<b>\$ 8,029,068</b>	<b>\$ (1,484,739)</b>	<b>-18%</b>
<b>TOTAL OPERATING EXPENSE -</b>	<b>\$ 3,031,383</b>	<b>\$ 3,348,326</b>	<b>\$ (316,943)</b>	<b>-9%</b>	<b>\$ 34,519,035</b>	<b>\$ 39,544,480</b>	<b>\$ (5,025,446)</b>	<b>-13%</b>		<b>\$ 34,519,035</b>	<b>\$ 34,929,632</b>	<b>\$ (410,597)</b>	<b>-1%</b>

\*\* does not include non-cash entries: Depreciation \$442,630, W/C IBNR, (\$162,681), and GASB 43/45 OPEB \$2,561,254

**Year to Date Notes:**

- 1) **Total Personnel Expenses** are below budget due to not being at full complement and less than anticipated expenses for medical insurance and worker's comp insurance.
- 2) **Prof & Tech Fees** are under budget due to cost cutting measures in place ( for engineering services in Admin), less than anticipated expenses for labor negotiations with SEIU and UTU ParaCruz (HR), web site redesign (IT) and consulting expenses ( for Trapeze in Paracruz).
- 3) **Legal Services** are under budget due to less than anticipated expenses in FY09.
- 4) **Temp Help** is over budget due to vacancies and work loads. (Expense is offset by savings in personnel expense.)
- 5) **Security Services** are under budget due to budgeting for additional emergency security throughout the year.
- 6) **Repair - Equipment** is under budget due to less than anticipated repair costs for the year in Facilities Maintenance and IT.
- 7) **Fuels & Lube Non Rev Veh** is under budget due to less than anticipated fuel and lube costs for the year. The budget for FY09 was built on anticipating increased fuel prices for the year.

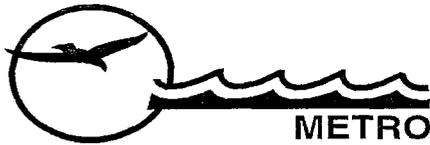
7.08



**FY09**  
**Consolidated Operating Expenses**  
*For the month ending - June 30, 2009*

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY09 Actual	FY08	\$ Var	% Var
8) Fuels & Lube Rev Veh	is under budget due to the CNG conversion and the resulting economies in fuel consumption, in addition to fuel tax rebates received quarterly.												
9) Rev Veh Parts	is under budget due to the New Flyer Parts Credit in FY09.												
10) Other Materials and Supplies	is under budget due to cost cutting measures in place.												
11) Utilities	are under budget due to actual usage below anticipated and budgeted amount.												
12) Insurance - Property	is under budget due to the current occupancy ratio of the Maintenance Building ( < 51% ) - and coverage being provided by West Bay Builder's - Builders Risk												
13) Insurance PL & PD	is under budget due to the approved use of a retrospective credit adjustment applied against the CalTIP liability insurance costs.												
14) Contr/Paratrans	is under budget due to the additional operators hired in Paratransit, as well as the negotiating of longer distanced rides allowing more sharing of the rides.												
15) Miscellaneous expenses	are under budget due to less than anticipated costs for employee incentive programs (for the holiday party and recognition services), training and travel in FY09.												
16) Facilities Rental	is over budget due to the extended occupancy of Encinal 370.												

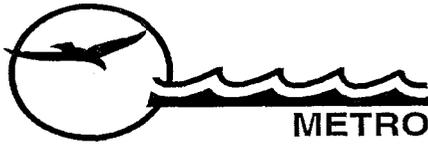
7.09



**FY2009**  
**CAPITAL BUDGET**  
*For the month ending - June 30, 2009*

	<u>YTD Actual</u>	<u>FY09 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Grant-Funded Projects</u></b>				
MetroBase Maintenance Facility *	\$ 3,839,525	\$ 3,605,404	\$ (234,121)	106%
MetroBase Operations Facility	\$ 2,342,204	\$ 9,404,019	\$ 7,061,815	25%
Local Bus Replacement	\$ 3,566,857	\$ 3,572,932	\$ 6,075	100%
CNG Bus Conversions	\$ 1,382,989	\$ 3,410,000	\$ 2,027,011	41%
Pacific Station Project	\$ 155,895	\$ 3,176,077	\$ 3,020,182	5%
H17 Bus Replacement	\$ 2,358,396	\$ 2,359,050	\$ 654	100%
Facility Camera Security System	\$ -	\$ 220,000	\$ 220,000	0%
Bus Camera Project	\$ -	\$ 205,000	\$ 205,000	0%
Trapeze Pass Interactive Voice Response System	\$ -	\$ 91,141	\$ 91,141	0%
Replace Dispatch Console	\$ 18,048	\$ 25,000	\$ 6,952	72%
<b>Subtotal Grant Funded Projects</b>	<b>\$ 13,663,914</b>	<b>\$ 26,068,623</b>	<b>\$ 12,404,709</b>	<b>52%</b>
<b><u>District Funded Projects</u></b>				
<b><u>IT Projects</u></b>				
Replace Fleet & Facilities Maintenance Software	\$ -	\$ 470,000	\$ 470,000	0%
Upgrade District Phone System	\$ 70,258	\$ 100,000	\$ 29,742	70%
GFI Data Warehouse Project: Phase I	\$ -	\$ 65,000	\$ 65,000	0%
Replace 4 Windows and 1 Sun Server	\$ 49,496	\$ 50,000	\$ 504	99%
Trapeze Pass Customer Certification Software	\$ -	\$ 46,000	\$ 46,000	0%
ATP - Hastus Run Time Analysis Program - IT/OPS	\$ 18,695	\$ 19,264	\$ 569	97%
Upgrade GFI software to System 7 Version 2	\$ 18,371	\$ 17,000	\$ (1,371)	108%
(2) Laptops (1) IT (1) Financial Analyst	\$ 3,551	\$ 4,500	\$ 949	79%
FMLA Tracking Software	\$ -	\$ 4,000	\$ 4,000	0%
Portable Projector w/case	\$ 1,955	\$ 2,000	\$ 45	98%
<b><u>Facilities Repair &amp; Improvements</u></b>				
Bus Stop Improvements	\$ 11,670	\$ 76,057	\$ 64,387	15%
Replace Roof - Watsonville Transit Center Main Building	\$ -	\$ 50,000	\$ 50,000	0%
Patch, Reseal, and Restripe - Greyhound Lot	\$ -	\$ 21,390	\$ 21,390	0%
Digital ID Card Processing Equipment	\$ 9,235	\$ 17,000	\$ 7,765	54%
HVAC - WTC	\$ 13,200	\$ 13,200	\$ -	100%
Patch, Reseal, Restripe - Cavallaro Transit Center (SVT)	\$ -	\$ 7,550	\$ 7,550	0%
Patch, Reseal, Restripe - Soquel Park & Ride Lot	\$ -	\$ 5,650	\$ 5,650	0%
Reseal Operations Facility Roof-FY08 - Retention Invoice	\$ 2,663	\$ 2,663	\$ 1	100%
Add Alarm Audio/Visual - OPS Bldg	\$ 1,744	\$ 1,744	\$ -	100%

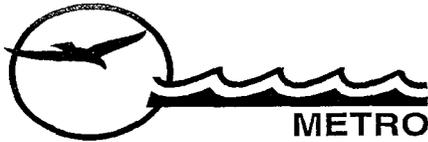
01010



**FY2009**  
**CAPITAL BUDGET**  
*For the month ending - June 30, 2009*

	<u>YTD Actual</u>		<u>FY09 Budget</u>		<u>Remaining Budget</u>		<u>% Spent YTD</u>
<b><u>Revenue Vehicle Replacement</u></b>							
Rebuild Bus Engines - 1998 Fleet	\$ 136,650	\$	136,650	\$	0		100%
Trilogy Bike Racks (7) w/assembly kits	\$ 13,380	\$	15,000	\$	1,620		89%
<b><u>Non-Revenue Vehicle Replacement</u></b>							
DGS Fees - Last FY Purchase	\$ 1,651	\$	1,651	\$	(0)		100%
<b><u>Maint Equipment</u></b>							
Replace Repeater for Davenport	\$ -	\$	15,000	\$	15,000		0%
Portable Steam Cleaner - Transit Center cleaning	\$ 10,081	\$	11,207	\$	1,126		90%
Battery Powered Walk Behind Sweeper - Pacific Station	\$ 5,285	\$	5,500	\$	215		96%
Wet/Dry Vac - Pacific Station, & other Metro facilities	\$ 3,928	\$	4,200	\$	272		94%
Decelerometer w/Printer	\$ 1,242	\$	1,323	\$	81		94%
2000 Watt Generator	\$ 1,095	\$	1,200	\$	105		91%
<b><u>Office Equipment</u></b>							
NONE	\$ -	\$	-	\$	-		0%
<b><u>Admin</u></b>							
Purchase & Renovation of Vernon Bldg	\$ 663,152	\$	2,962,139	\$	2,298,987		22%
<hr/>							
Subtotal District Funded Projects	\$ 1,037,302	\$	4,126,888	\$	3,089,586		25%
<hr/>							
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 14,701,216</b>	<b>\$</b>	<b>30,195,511</b>	<b>\$</b>	<b>15,494,295</b>		<b>49%</b>

7.011



**FY2009**  
**CAPITAL BUDGET**  
*For the month ending - June 30, 2009*

	<u>YTD Actual</u>	<u>FY09 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>CAPITAL FUNDING</u></b>				
Federal Capital Grants	\$ 765,019	\$ 3,158,343	\$ 2,393,323	24%
State/Other Capital Grants (STIP)	\$ 6,582,989	\$ 8,610,000	\$ 2,027,011	76%
State/Other Capital Grants (1B PTMISEA)	\$ -	\$ 4,404,019	\$ 4,404,019	0%
State/Other Capital Grants (TCRP)	\$ 155,896	\$ 832,410	\$ 676,514	19%
State Security Bond Funds (1B)	\$ 18,048	\$ 440,505	\$ 422,457	4%
STA Funding (Current Year)	\$ -	\$ 705,112	\$ 705,112	0%
STA Funding (Prior Year)	\$ 1,287,619	\$ 2,066,267	\$ 778,648	62%
Alternative Fuel Conversion Fund	\$ 462,000	\$ 462,000	\$ -	100%
District Reserves (Lawsuit & Sakata Proceeds)	\$ 5,429,645	\$ 6,440,577	\$ 1,010,933	84%
Capital Reserves	\$ -	\$ 3,076,278	\$ 3,076,278	0%
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 14,701,216</b>	<b>\$ 30,195,511</b>	<b>\$ 15,494,295</b>	<b>49%</b>

\* Metrobase project appears overspent this fiscal year due to carry-over spending from unspent funds from last fiscal year.

7.012

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SCHEDULE OF RESERVE ACCOUNT  
BALANCES  
JUNE 30, 2009**

	Board Adopted Minimum Balance	Reason	Balance at 6/30/08	Proposed Addition/ (Withdrawal)	Proposed Balance at 6/30/09	Comments:
Bus Stop Improvement Reserve	\$ -	To provide a dedicated source of funding for ADA improvements at bus stops	\$ 400,000	\$ (400,000)	\$ -	STA program eliminated in FY09 / Transfer funds to Capital Reserve Account
Alternative Fuel Conversion Fund	\$ -	Board-approved program of allocating \$462,000 per year for six years to convert buses to CNG	\$ 462,000	\$ (462,000)	\$ -	Funds used to offset the purchase of 8 Local and 5 Highway 17 Bus replacements in FY09
Capital Funding Reserve	\$ 17,141,000	To cover District's share of capital project costs in the District's five year plan, plus MetroBase	\$ 13,625,636	\$ 400,000	\$ 14,025,636	Transfer funds from Bus Stop Impr. Reserve \$400K
Cash Flow Reserve	\$ 5,225,000	To cover two month's cash flow for fiscal or natural disaster or emergency	\$ 5,059,022	\$ -	\$ 5,059,022	
Workers Compensation Reserve	\$ 3,538,987	Long term portion of workers compensation liability per 6/30/07 audit	\$ 2,091,581	\$ -	\$ 2,091,581	Reserve 59% funded
Liability Insurance Reserve	\$ 750,000	\$250,000 SIR plus estimated liability on outstanding cases	\$ 700,757	\$ -	\$ 700,757	
Carryover from Previous Year	N/A	Excess revenue to support operating expenses in subsequent year(s)	\$ 2,951,178	\$ (795,441)	\$ 2,155,738	Anticipated carryover into FY10
	\$ 26,654,987		\$ 25,290,174	\$ (1,257,441)	\$ 24,032,733	

7.61

Attachment B

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF APPOINTMENT OF D. CRAIG AGLER TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR RON GRAVES**

## I. RECOMMENDED ACTION

**The purpose of this staff report is to request Board Approval of the appointment of D. Craig Agler to the Metro Advisory Committee (MAC) as the appointment of Director Ron Graves.**

## II. SUMMARY OF ISSUES

- There is currently a vacancy on the Metro Advisory Committee (MAC) for an appointment by Director Ron Graves.
- Director Graves is nominating D. Craig Agler for appointment to the MAC.
- Pursuant to Section 3.2 of the MAC Bylaws the appointment of D. Craig Agler would be eligible for a term that concludes on 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. In the past few years there have been vacancies on the MAC that have resulted from the resignations of some Members. A committee such as the MAC is most effective when it is comprised of a full compliment of Members. One of the current vacancies is the position responsible to Director Ron Graves.

Director Graves has indicated that he would like the Board of Directors to consider the nomination of D. Craig Agler to serve as a Member of the MAC. The application of D. Craig Agler is attached to this report.

**IV. FINANCIAL CONSIDERATIONS**

Funds to support the membership of D. Craig Agler on the MAC are provided for in the FY 2010 METRO operating Budget.

**V. ATTACHMENTS**

**Attachment A:** MAC Application Form of D. Craig Agler

Prepared by: Anthony Tapiz, Administrative Assistant  
Date Prepared: September 16, 2009



SEP 8 2009

CITY OF CAPITOLA

**Application for Nomination**  
For Appointment to the METRO Advisory Committee (MAC)

Name D. Craig Agler

Address (with zip code) \_\_\_\_\_

Day Time Phone \_\_\_\_\_

Email Address (to receive Agenda Packets) \_\_\_\_\_

Do You Ride METRO Fixed Route or ParaCruz service? yes

How Often Do You Use the METRO/ParaCruz Service? 3x4 times a wk

What are Your Particular Transit Interests? Improving service (esp. btwn 41st & Dominican Hosp. & throughout L.O. More express service. Improved & on-time ParaCruz service.

What Do You Think Are The Biggest Challenges For METRO? #1 is filling the gap between less rts & more riders

#2 is ensuring all riders <sup>needs</sup> are met, esp. the elderly, the disadvantaged & the home less  
What Do You Believe That You will Contribute to MAC and METRO if Appointed? \_\_\_\_\_

A loud voice for those who require me to get them to work for less than

# 4.50 and no more than 1 transfer. As a car-  
What Are The Interests and The Experiences That You Have That Would Make You An Effective Member of The MAC? I don't own a car

and rely on SCSMD to get me around town. I am usually happy w/ the service, but this past Fri. 9/4, 2

"71" busses drove past the folks heading N from Dom. Hosp. We waited for almost an hr. for a bus, and this was a very warm afternoon.  
(see other side)

36  
30  
3/1  
1  
ParaCruz Service

Please Outline Your Availability In Terms Of Meeting Times/Days and Total Time Per Month That You Could Devote To The Activities of the MAC.

I am available to attend mtgs.  
whenever required.

Are You Aware Of Any Conflicts of Interest That Would Prevent You From Serving On The MAC If Appointed?

No.

Date of Application

9.6.09

Signature

D. Craig Agler

Please return completed application to:

Council Member Ron Graves  
CITY OF CAPITOLA  
420 Capitola Avenue  
Capitola, CA 95010

SCMTD has been my transportation choice since 1996. "Back in the day," drivers were much friendlier and outgoing. Today they seem short-tempered, annoyed at anyone needing assistance, and unable or unwilling to make eye contact I believe this can make @ 180° change by getting some new spirit on board.

8.a2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009

**TO:** Board of Directors

**FROM:** Robyn D. Slater, Human Resources Manager

**SUBJECT: CONSIDER APPROVAL OF CLASS SPECIFICATION CHANGE FROM SUPERVISOR OF REVENUE COLLECTIONS TO VAULT ROOM COORDINATOR**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve the revised class specification (job description)**

## II. SUMMARY OF ISSUES

- The job duties of the Supervisor of Revenue Collections changed as a result of management observation and audit findings.
- Management initiated a reclassification study as a result of job duty changes.
- Once the class specification was re-written a wage survey was conducted with no suggested adjustment to the wage scale.

## III. DISCUSSION

In November 2008 the responsibility for overseeing the vault room functions was transferred from the Operations department to the Finance department. In an effort to better understand the processes of the vault room personnel, Finance management began a review of the job duties and daily work practices within the vault room. Finance also became aware of several findings of past financial audits, which included concerns over the organizational oversight of the vault room personnel.

As a result of management's observations and in an attempt to correct audit findings, changes were made to the duties of the Supervisor of Revenue Collections. METRO then initiated a reclassification and wage survey.

Based on the information collected during the wage survey it was determined that the wage scale should remain the same.

As part of this process, meetings were held with the affected employee and representatives of SEIU. Consensus was reached on both the Vault Room Coordinator class specification and the determination to use the existing wage scale.

**IV. FINANCIAL CONSIDERATIONS**

There is no fiscal impact to this action.

**V. ATTACHMENTS**

**Attachment A: Vault Room Coordinator class specification**

Prepared by: Robyn D. Slater, Human Resources Manager  
Date Prepared: September 16, 2009

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## VAULT ROOM COORDINATOR

Attachment **A**

### DEFINITION

Under direction, performs a wide variety of vault room activities such as processing and preparing of cash for transfer and deposit; collects ridership counts and prepares ridership reports, verifies cash counts, records and reports. Coordinates and monitors contract personnel. Performs a variety of duties associated with departmental and system wide activities such as daily and monthly cash and ridership count reports, and performs other related duties as required or assigned.

### EXAMPLES OF DUTIES

- Performs daily vault room revenue collection duties.
- Verifies daily cash collection amounts and reconciles accounts.
- Prepares transfers and bank deposit documents.
- Confirms the accuracy of, and the amount of cash bundled and counted by contract personnel and provides reports to management on a daily basis.
- Assists departmental and system wide management in a variety of activities.
- Provides input, develops and implements vault room procedures, ridership surveys and counts per management direction.
- Provides periodic reports such as ridership counts, equipment usage, and maintenance contracts/records.
- Performs monitoring, analysis, and data input for METRO's fare recovery system, change machines, and reports malfunctions to the appropriate department and management.
- May supply and maintain change machines at transit centers.
- Communicates with other agencies and the public on departmental and system wide programs and projects as directed.
- Monitors contract personnel including but not limited to contract personnel's adherence to cash collection rules, policies, procedures and attendance; reports any and all irregularities to management.
- Trains others in cash collection policy, procedures, reporting and equipment use.
- Collects, inputs, reviews, maintains, validates and analyzes ridership and cash data.
- Provides daily and monthly reports to management.

9.91

- Designs, prepares, and maintains various records and other reports.
- Meets with auditors to verify departmental financial records and compliance with accounting standards.
- Reports to management on a regular basis regarding departmental and system wide activities.
- Ability to operate cash and fare counting equipment including fare boxes, computers, and other automated equipment.
- Insures necessary cleanliness requirements in the vault room.
- Attends meetings as assigned.
- Utilizes METRO computer hardware and software in the performance of job duties.

## **EMPLOYMENT STANDARDS**

### Knowledge of:

- Principles and practices of transit cash collection operations
- Principles, practices and methods as they apply to currency and coin counting
- Basic arithmetic and cash record keeping
- Security measures to safeguard large sums of cash
- Spreadsheet formulas and workbook relationships
- General office procedures

### Ability to:

- Use cash counting, adding machine and related equipment
- Accurately record cash and passenger fare receipts
- Perform mathematical computations accurately
- Prepare quantitative and written reports
- Work independently and initiate problem resolutions
- Respond to emergency situations quickly and calmly
- Understand, and execute written and verbal instructions
- Communicate effectively in both oral and written format with employees, contractors and the public
- Establish and maintain cooperative working relationships with METRO employees, other agency representatives and the public
- Keep clear and accurate records
- Learn and effectively use METRO computer hardware and software
- Effectively train, monitor and coordinate personnel

### Training and Experience

- Two-year degree from an accredited college

- Two years of recent full-time accounts receivable and/or revenue collection work experience preferably in an organization with high cash flow, or other related experience.
- One year of lead experience preferred
- Experience that demonstrates substantial knowledge and abilities pertinent to the specific job functions may be substituted for the education requirement on a one to one basis.

#### Special Requirements

- Availability for work assignments Monday through Sunday with a work schedule, which may not be 8am to 5pm.
- Possession of a valid California driver's license or ability to obtain a driver's license prior to employment.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2008  
**TO:** Board of Directors  
**FROM:** Robyn D. Slater, Human Resources Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF NEW MEDICARE MANDATORY REPORTING REQUIREMENTS POLICY AND AUTHORIZATION TO APPOINT ACCOUNT DESIGNEES**

## I. RECOMMENDED ACTION

**Staff recommends the Board of Directors approve the new policy titled: Medicare Mandatory Reporting Requirements Policy. Staff also recommends the Board of Directors authorize the Workers Compensation Third Party Administrator and HR personnel to act as Account Designees**

## II. SUMMARY OF ISSUES

- Recently a new reporting requirement was added to the Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 (MMSEA) that requires employers report certain workers' compensation, liability and no-fault claims to Centers for Medicare and Medicaid Services (CMS).
- METRO developed a policy in response to the new reporting requirements.
- METRO is required to register as a Responsible Reporting Entity (RRE) on the CMS website by September 30, 2009.
- METRO must also identify Account Designee(s) who will provide data on a quarterly basis to the CMS.

## III. DISCUSSION

New reporting requirements were recently enacted as part of the MMSEA. The purpose of the new reports is to identify circumstances in which Medicare should be the secondary payer for medical benefits. For METRO this would include workers' compensation benefits for current or former employees age 65 or older or litigants who are Medicare beneficiaries.

METRO is required to register on the CMS website as a RRE by September 30, 2009. Once METRO registers, CMS will send METRO the information necessary for METRO to identify Account Designees. The Account Designees will then be able to enter information about individuals that may qualify for Medicare benefits. The CMS will use the information to determine whether or not Medicare should be the secondary payer for certain medical benefits.

METRO's third party administrator for workers' compensation is Sedgwick Claims Management Services. Sedgwick is well versed in the new reporting requirements and is prepared to act as METRO's Account Designee for all workers' compensation reporting requirements. The Human Resources Clerk could act as the Account Designee for other reporting requirements such as litigants who are Medicare beneficiaries.

METRO's Human Resources Manager would act as the Account Manager and would be able to view the information input by the Account Designees. If the Human Resources Clerk was unavailable to input the quarterly report the Account Manager or his/her designee would be responsible for insuring the required information was input within a timely fashion.

The new policy describes METRO's legal responsibilities as it relates to the new MMSEA reporting requirements. Procedures are included to identify key individuals, provide guidance, and reporting deadlines.

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

It is not possible to assess the cost if METRO begins to assume greater liability for workers' compensation claims and expenses for litigants, 65 and over. It is assumed the additional costs would be low.

#### **V. ATTACHMENTS**

**Attachment A: Medicare Mandatory Reporting Requirements Policy**

Prepared by: Robyn D. Slater, Human Resources Manager

Preparation date: 9/18/09

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment **A**

Regulation Number: AR-[get from Cindi]

Computer Title: [get from Cindi]

Effective Date: [date GM signs]

**DRAFT 9/11/09**

Pages: 10

**TITLE: MEDICARE MANDATORY REPORTING REQUIREMENTS**

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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) will comply with the mandatory reporting requirements of the Medicare, Medicaid and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA). This Policy and its Procedures are intended to assist METRO in meeting its legal obligations under MMSEA to report certain required workers' compensation, liability and no-fault claims to Centers for Medicare & Medicaid Services (CMS).
- 1.02 MMSEA mandates that METRO make certain reports with respect to Medicare beneficiaries who have coverage under group health plan (GHP) arrangements as well as for Medicare beneficiaries who receive settlements, judgments, awards or other payment from liability insurance (including self-insurance), no fault insurance or Workers' Compensation. MMSEA's purpose is to provide verification that Medicare's interests are being considered and enforce its status as the secondary payer. Pursuant to MMSEA, Medicare is the secondary payer for reimbursement of medical care when a primary payer exists; that rule applies to health care provided in Workers' Compensation claims, liability and no-fault claims.
- 1.03 Under federal law, Medicare is the secondary payer for Medicare beneficiaries who also have group health plan coverage, as well as for Medicare beneficiaries who receive settlements, judgments, awards or payment for ongoing responsibility of medicals from liability insurance (including self-insurance), no-fault insurance, or Workers' Compensation insurance.

## **II. APPLICABILITY**

- 2.01 This policy applies to all past and present METRO employees and non-employee claimants, potential claimants, and litigants who are Medicare beneficiaries, as outlined herein.

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### III. DEFINITIONS:

- 3.01 **Account Designee (AD)** is assigned by the Account Manager to transfer the necessary data to the Centers for Medicare and Medicaid Services (CMS). The AD can be an employee of the RRE, a third party administrator or a designated agent.
- 3.02 **Account Manager (AM)** will manage the daily administration of this program. The AM can be an employee of the Responsible Reporting Entity (“METRO”), a third party administrator or a designated agent.
- 3.03 **Authorized Representative (AR)** an employee of the Responsible Reporting Entity who is authorized to agree to report requirements and is responsible for compliance.
- 3.04 **Centers for Medicare and Medicaid Services (CMS)** is an agency of the Federal government, part of the Department of Health and Human Services. CMS is responsible for the oversight of the Medicare program, including implementing MMSEA reporting requirements. CMS is the governing authority for MMSEA. METRO reports eligible workers’ compensation, liability and no-fault claims to CMS.
- 3.05 **Claim** used to refer to the overall claim for liability insurance (including self-insurance), no-fault insurance or Workers’ Compensation rather than a single claim for a particular medical item or service.
- 3.06 **Claim Input File** is the electronic data set transmitted from METRO to the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor (COBC) that is used to report liability insurance (including self-insurance), no-fault insurance, and Workers’ Compensation claim information where the injured party is a Medicare beneficiary.
- 3.07 **Coordination of Benefits Contractor (COBC)** is responsible for managing the technical aspects of the §111 data submission process for all §111 RREs.
- 3.08 **Insurer** an entity that, in return for the receipt of a premium, assumes the obligation to pay claims described in the insurance contract and assumes the financial risk associated with such payments. In instances where an insurer does not process group health claims but has a third party administrator that does, the third party administrator has the responsibility for the reporting MMSEA requirements.
- 3.09 **Medicare Beneficiary** is an individual who is one or more of the following:
- a) 65 years of age or older;
  - b) under the age of 65 with certain disabilities;
  - c) has end-stage renal disease (permanent kidney failure requiring dialysis or a kidney transplant);
  - d) eligible for Social Security Disability.
- 3.10 **Medicare Secondary Payer** is the term used when the Medicare program does not have primary payment responsibility (that is, another entity has the responsibility for paying medical expenses before Medicare). Medicare is a secondary payer to group health plan

coverage in certain situations and is always a secondary payer to liability insurance (including self-insurance), no-fault insurance, and Workers' Compensation.

- 3.11 **Ongoing Responsibility for Medicals (ORM)** refers to METRO's responsibility to pay on an ongoing basis for the injured party's (Medicare beneficiary's) medicals associated with a no-fault claim or Workers' Compensation claim.
- 3.12 **Query File** is an electronic dataset transmitted from an RRE to request information regarding whether a particular injured party is a Medicare beneficiary (is or was entitled and enrolled in Medicare) prior to submitting the claim.
- 3.13 **Response File** an electronic dataset transmitted from the COBC in response to a query file. Response files will remain available for downloading for two calendar quarters (180 days).
- 3.14 **Responsible Reporting Entity (RRE)** refers to the entity responsible for providing Medicare beneficiary information to the Coordination of Benefits Contractor (COBC) under the Medicare Secondary Payer Mandatory Reporting Requirements. Santa Cruz METRO is the RRE for its self-insured plans (i.e., workers' compensation) and in which it is funding an insurance plan such as when there is a high deductible.
- 3.15 **Third Party Administrator (TPA)** is an entity that pays and/or adjudicates claims and may perform other administrative services on behalf of group health plans, the plan sponsor, or the plan insurer. A TPA may perform these services for, amongst other entities, self-insured employers, unions, associations, and insurers/underwriters of such group health plans. If a group health plan is self-funded and self-administered for certain purposes but also has a TPA as defined herein, the TPA has the responsibility for the reporting requirements under MMSEA.
- 3.16 **Total Payment Obligation to the Claimant (TPOC)** is the dollar amount of a settlement, judgment, award, or other payment in addition to, or apart from the ongoing responsibility for medicals.

#### IV. PROCEDURE

- 4.01 METRO, as a Responsible Reporting Entity (RRE), will submit required information electronically to the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor (COBC) on Medicare Beneficiaries to whom METRO has either paid out funds for tort liability claims within its deductible limits or paid benefits on Workers' Compensation claims.
- 4.02 The COBC will manage the technical aspects of the Query Files and Claim Input Files submitted by METRO.
- 4.03 METRO will register with the COBC and fully test the data submission process before submitting Claim Input Files on a quarterly basis.
- 4.04 The COBC will assign an Electronic Data Interchange Representative (EDI Rep) to METRO to assist with ongoing communication and data exchange.

- 4.05 METRO will be assigned a seven-day timeframe by COBC in which it must submit Claim Input Files to CMS on a quarterly basis.
- 4.06 Once an initial file has been submitted to CMS on a Medicare beneficiary, METRO's subsequent quarterly Claim Input File submissions will contain only new, modified or additional information using "ADD", "DELETE", or "UPDATE" in the ACTION TYPE field.
- 4.07 The COBC processes the data in the Claim Input File by editing the data, and then determines whether the submitted information identifies a current Medicare beneficiary.
- 4.08 The COBC updates the CMS databases with the information received on the Claim Input File. Other Medicare contractors use this information for claims processing to insure that Medicare pays secondary when appropriate and/or is passed to the CMS Medicare Secondary Payer Recovery Contractor for recovery efforts.
- 4.09 Once processing is completed, the COBC electronically transmits a Response File back to METRO. The Response File will include information on any errors found, and will contain the Medicare Health Insurance Claim Number (HICN) for each confirmed Medicare beneficiary.
- 4.10 Failure to comply with §111 MMSEA mandatory reporting requirements can result in civil penalties of \$1,000 per day for each day of non-compliance per claimant.

## **V. REPORTABLE CLAIMS UNDER of MMSEA**

- 5.01 METRO is responsible to report certain information on a quarterly basis about current Medicare beneficiaries who meet one or more of the following requirements:
  - a) A Medicare beneficiary who has a tort claim or Workers' Compensation claim in which METRO has a responsibility to pay on an ongoing basis for the Medicare beneficiary's medicals (ORMs) associated with the claim, as of July 1, 2009, and the ORM predates July 1, 2009.
  - b) A Medicare beneficiary who has received a settlement, judgment, award, or other payment (TPOC) from METRO, on or after July 1, 2009, for a tort claim or Workers' Compensation claim that has been resolved, or partially resolved, in addition to, or apart from the ongoing responsibility for medicals on such claim. METRO must report the full amount of any settlement, judgment, award, or other payment, regardless of whether or not there is a determination or admission of liability.
- 5.02 METRO will provide notice of affected Medicare beneficiaries to the CMS through the established electronic reporting process set forth in this regulation. The mandatory reporting process requires more than 130 distinct fields of data to be reported on each identified Medicare beneficiary.

- 5.03 As part of its tort claims review process, METRO's District Counsel or his/her designee will provide information regarding Medicare beneficiary status on all liability claims to METRO's appointed Account Manager upon request.

## VI. CLAIM INPUT FILES

- 6.01 METRO will submit a Claim Input File on a quarterly basis during METRO's assigned file submission time frame. The Coordination of Benefits Contractor (COBC) will use this file to determine if the injured party reported can be identified by CMS as a Medicare beneficiary based upon the submitted information and whether the beneficiary's entitlement for Medicare continued or commenced on or after the Date of Incident (DOI) as defined by the Centers for Medicare and Medicaid Services (CMS).
- 6.02 If METRO is unsure whether a claimant is a Medicare beneficiary, a Query Input File can be sent to the COBC to determine Medicare beneficiary status.
- 6.03 Claim Input File Must Include the following information:
- a) Medicare Health Insurance Claim Number (HICN) or Social Security Number (SSN) of the injured Medicare beneficiary;
  - b) First Initial of first name;
  - c) First 6 characters of last name;
  - d) Date of birth;
  - e) Gender.
- 6.04 If a match is found, the correct HICN will be returned in the Response File.
- 6.05 COBC will reply to each Claim Input File with a Response File, advising whether the individual is a Medicare beneficiary. Response Files are returned within 45 days of File submission. METRO must react and take action on the information returned in the Response File. (For example, if a response record indicates that the Claim Input record was not accepted due to errors, then METRO must correct the record and resend it on its next quarterly file submission).
- 6.06 METRO's Account Manager will receive e-mail notifications from the COBC when a Claim Input File has been received and when Response Files are available.
- 6.07 In the case of a settlement, judgment, award, or other payment without separate ongoing responsibility for medicals at any time, **only one** report record is required to be submitted per liability insurance (including self-insurance), no-fault insurance, or WC claim where the injured party is a Medicare beneficiary.
- 6.08 METRO is to report the assumption or termination of "ongoing responsibility for medicals" (ORM) situations along with the one-time reporting of payments where ongoing responsibility is not assumed. When reporting ORM, you are **not** to report individual payments for each medical item or service.

- 6.09 If METRO has accepted ORM on a claim as is the case with many WC and no-fault claims, then METRO must report **two events**; an initial (“ADD”) record to reflect the acceptance of ongoing payment responsibility and a second (“UPDATE”) record to reflect the end date of ongoing payment responsibility with the corresponding end date reflected in the ORM Termination Date.
- 6.10 METRO may contract with a data service company or consulting company to act as an agent for reporting purposes (e.g., Workers’ Compensation claims), but initial registration and file submission with the COBC must be completed by METRO. METRO must register and obtain an RRE-ID for each quarterly Claim Input File submission. METRO remains solely responsible and accountable for complying with §111 requirements and the accuracy of the data reported.
- 6.11 A Tax Identification Number (TIN) Reference File must accompany the submission of the Initial Claim Input File.
- 6.12 In the event that a Medicare beneficiary is deceased, the Claim Input File requires information on who/what entity has taken the Medicare beneficiary’s place as the “claimant” (i.e., Estate, family, other).

## VII. QUARTERLY FILE SUBMISSIONS

- 7.01 METRO’s quarterly Claim Input Files are to contain only new or changed claim information.
- 7.02 METRO must submit quarterly Claim Input Files for any new claims as “ADD” records; any changes to previously submitted claims, as “UPDATE” records; and for those records that were submitted in error and need to be removed from the COBC, then a “DELETE” record must be submitted.
- 7.03 Quarterly Claim Input Files must contain resubmission of any records found in error on the Response File generated by the COBC, with corrections made.
- 7.04 An “ADD” record would be submitted for a new claim settled since METRO’s last quarterly report, a claim resubmitted due to errors, or a claim where METRO assumed ongoing responsibility for medicals previously but the injured party has just become entitled to Medicare.

Example: METRO has begun submitting §111 Claim Input Files and received and processed last quarter’s responses from the COBC. A liability claim not previously submitted has a settlement, judgment, award or other payment. METRO submits information for the new claim as an “ADD” record on the next quarterly file submission.

- 7.05 A “DELETE” record is sent to remove incorrect information previously sent to the COBC, or information that was sent in error. “DELETE” records should be needed only under rare circumstances. “DELETE” records are used in two situations. First, if the

original record should never have been sent to the COBC. Secondly, if METRO needs to change a key field submitted previously.

Example: A claim record was submitted for a liability claim with a settlement, judgment, award, or other payment on METRO's previous quarterly file submission and was accepted with an '02' disposition code. Subsequently, METRO discovers an internal system error and realizes that this claim did not in fact have a settlement, judgment, award or other payment. On its next Claim Input File, METRO sends a "DELETE" record for this claim.

7.06 An "UPDATE" record is sent when METRO needs to change information on a record previously submitted and accepted by the COBC. "UPDATE" records are submitted under three circumstances. First, when METRO needs to send the ORM Termination Date to indicate that the ongoing responsibility for medicals has ended; Second, when a report of ORM has already been submitted and accepted and there is a separate total payment obligation to the claimant amount/date, but METRO continues to retain ORM; Third, to change information critical for use by Medicare in its claims payment and recovery processes.

Example: A claim record was previously submitted by METRO and accepted by the COBC for a WC claim where METRO assumed ORM. METRO's ORM subsequently terminated. In the next quarterly Claim Input File submission, METRO sends an "Update" record reflecting the ORM Termination Date.

7.07 In the event that METRO has no new information to supply on a quarterly update file, METRO **must** submit an "empty" Claim Input File with a header record, no detail records, and a trailer record that indicates a "zero" record count.

7.08 No Claim Input File is reported for liability insurance, no-fault insurance, or WC claims in which the injured party is a Medicare beneficiary until there is a settlement, judgment, award, or other payment (either ORM or TPOC, or both).

7.09 Only one Claim Input File may be submitted on a quarterly basis for each RRE ID.

## VIII. ONGOING RESPONSIBILITY FOR MEDICALS (ORM)

8.01 METRO's ongoing responsibility for medicals (ORM) on a claim is to be reported without regard to whether there has also been a separate settlement, judgment, award, or other payment outside of METRO's ORM.

8.02 Where the assumption of ORM occurred prior to July 1, 2009 and continued on or through July 1, 2009, reporting is required.

8.03 If an individual was not a Medicare beneficiary at the time responsibility for ongoing medicals was assumed, METRO must monitor the status of that individual and report if

and when that individual becomes a Medicare beneficiary, unless responsibility for ongoing medicals has terminated before the individual becomes a Medicare beneficiary.

## **IX. TOTAL PAYMENT OBLIGATION TO THE CLAIMANT (TPOC)**

- 9.01 METRO's Total Payment Obligation to the Claimant (TPOC) is to be reported separately from the ORM.
- 9.02 TPOC amounts prior to January 1, 2010 are not reportable.
- 9.03 TPOC amounts under \$600.00 with a date of January 1, 2010 to December 31, 2010 are exempt from the reporting requirements under §111.
- 9.04 If there are multiple TPOCs for the same claim, each new TPOC must be reported as a separate settlement, judgment, award, or other payment.

## **X. ADMINISTRATION OF REGULATION**

- 10.01 METRO appoints the General Manager as the Authorized Representative for MMSEA reporting.
- 10.02 As the Authorized Representative, the General Manager is responsible to perform the following duties:
  - a) May perform the initial registration on the COB secure website, but will not be provided with a Login ID;
  - b) Must appoint an Account Manager;
  - c) Must approve the account setup, by physically signing the profile report including the Data Use Agreement, and returning it to the COBC;
  - d) Will receive the COBC notifications related to non-compliance with MMSEA reporting requirements.
- 10.03 METRO appoints the Human Resources Manager as the Account Manager who is responsible for the following duties:
  - a) Must register on the COB secure website, obtain a Login ID and complete the account setup tasks (see *Attachment A*);
  - b) May invite other users to register and function as Account Designees for METRO;
  - c) Will manage METRO's profile, including selection of a file transfer method;
  - d) Oversee the reporting process on the COB secure website; Must send/release Claim Input Files to the COBC;
  - e) Can review file transmission history;
  - f) Will receive e-mail notifications from the COBC when a file has been received and when Response Files are available for review.

10.04 METRO's appointed Account Designees (AD) are responsible for the following:

- a) Must register on the COB secure website and obtain a Login ID;
- b) Can be associated with METRO's account, but only by designation from METRO's Account Manager.
- c) Can be assigned by the Account Manager to transfer the necessary required data.

10.05 METRO will integrate the Medicare Secondary Payer/Mandatory Reporting Requirements into its Policies and Procedures.

## ATTACHMENT A

### RESPONSIBLE REPORTING ENTITY (RRE) ACCOUNT SETUP

1. METRO's Account Manager must go to §111 COBSW URL:  
[www.Section111.cms.hhs.gov](http://www.Section111.cms.hhs.gov) with the PIN and RRE-ID and "click on" Account Setup button.
2. Account Manager will:
  - a) Enter RRE ID and PIN;
  - b) Enter Personal Information (Name, title, address, phone and e-mail);
  - c) Create a Log-in ID for the Coordination of Benefits Secure Website (COBSW);
  - d) Enter account information related to expected volume of data to be exchanged under this RRE-ID (estimated number of annual paid claims for the lines of business that will be reported under the RRE-ID);
  - e) Enter reporting Agent name, address, contact, e-mail and TIN;
  - f) Select a file transmission method;
  - g) Provide file transmission information needed if the Connect:Direct transmission method is selected. See the later section on the Connect:Direct method to see what will be collected.
3. Once the Account Manager has successfully obtained a COBSW Login-ID, he/she may log into the application and invite Account Designees to register for Login-IDs.
4. Once account setup has been completed on the COB secure website and processed by the COBC, a profile report will be sent to METRO's Authorized Representative via e-mail.
5. METRO's Authorized Representative must review, sign and return the profile report to the COBC. Once this occurs, METRO may begin testing its §111 files. The COBC will send an email to METRO's Authorized Representative and Account Manager stating that testing can begin.

10.a10

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009

**TO:** Board of Directors

**FROM:** Frank Cheng, MetroBase Project Manager

**SUBJECT: CONSIDERATION OF AUTHORIZING THE WITHDRAWAL OF THE BID RECEIVED FROM REBER CONSTRUCTION COMPANY, INC. FOR DEMOLITION AND CONSTRUCTION OF A PARKING LOT AT 1217 RIVER STREET, SANTA CRUZ**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the withdrawal of the bid received from Reber Construction Company, Inc. for the demolition and construction of a parking lot at 1217 River Street, Santa Cruz.**

## II. SUMMARY OF ISSUES

- On August 14, 2009, METRO's Notice of Invitation for Bid No. 10-07 was mailed to general contractor firms, was legally advertised, was published in trade journals, and a notice was posted on METRO's web site.
- On September 14, 2009, bids were received and opened from six firms.
- The apparent low bidder (Reber Construction Company, Inc.) requested to withdraw their bid due to a scale error on the drawings supplied with the bid documents.
- METRO asked the second, third and fourth low bidders if their submitted bids were in error due to the scale error on the drawing and was informed that they had all compensated for the error and their bids were accurate.
- Staff is recommending that the Board of Directors authorize the withdrawal of the bid received from Reber Construction Company, Inc. for the demolition and construction of a parking lot at 1217 River Street, Santa Cruz.

## III. DISCUSSION

On August 14, 2009, METRO's Notice of Invitation for Bid No. 10-07 was mailed to general contractor firms, was legally advertised, was published in trade journals, and a notice was posted on METRO's web site. On September 14, 2009, bids were received and opened from six firms. Attachment A includes a list of each bidder and their respective bids.

On September 16, 2009, the apparent low bidder (Reber Construction) made a written request (Attachment B) to withdraw its submitted bid due to an error on the drawings supplied with the bid documents. The scale on the bid drawings reflected full size drawings of 1" = 10 ft. METRO

provided drawings at a reduced size of 11" x 17" which should have displayed a scale of 1" = 25 ft. METRO asked for and received Reber Construction's work sheet, which confirmed that the incorrect scale was used in calculating the bid (Attachment C). Additionally, METRO staff analyzed and then calculated the bid that Reber Construction would have submitted had the error not been made and determined that the bid would have been approximately \$136,902.15 (Attachment D) if the mistake had not been made.

METRO asked the second, third and fourth low bidders if their submitted bids were in error due to the inaccurate scale. METRO was informed that they all had compensated for the reduced drawings.

In order to determine whether the bid can be withdrawn, METRO must comply with federal and state law. Under the federal requirements if a bidder has established the existence of a mistake in its bid prior to award of the contract, it should be allowed to withdraw its bid if 1.) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or 2.) The bidder submits proof, which clearly and convincingly demonstrates that a mistake was made. Here it is certainly arguable that the mistake is evident on the bid document given that the Reber Construction bid is over \$30,000 lower than the next lowest bid. In any event, Reber Construction meets the second criteria as it has submitted proof, which clearly and convincingly demonstrates that a mistake was made. Reber Construction pointed out that METRO's plans and specification contained an error, which was utilized in the calculation of the Reber bid.

Under California law, once a bid is opened, the bidder may not thereafter change the bid (Public Contract Code Section 5101). In the case of bid mistakes, the awarding authority may consent to a withdrawal of the bid if the bidder establishes that the requirements of Public Contract Code Section 5103 have been satisfied, and the public entity documents the facts in support of relief (Public Contract Code Section 5101). The purpose of this statutory scheme is to provide the public entity with definite and specific information about the nature of the mistake so the public entity can make an informed decision on whether or not to consent to grant relief from the bid.

The requirements of Public Contract Code Section 5103 that must be satisfied in order to allow the withdrawal of the Reber Construction bid are as follows:

1. A mistake was made.
2. He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
3. The mistake made the bid materially different than he or she intended it to be.
4. The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site or the work, or in reading the plans or specifications.

On September 14, 2009, Reber Construction submitted a bid in the amount of \$86,066.00. Within two days, Reber Construction sent written notification to METRO explaining that a mistake had been made and how the mistake was made. Reber Construction pointed out that the scale on METRO's plans and specifications was incorrect. Reber Construction stated that its firm bid the project per the scale indicated on the plans which was 1" = 10'. Whereas the plans should have been corrected to read 1" = 25'. Even though the correct measurements were included in the line drawings of the plans, according to Reber Construction, it utilized the

11.2

incorrect scale in the calculation of its bid. To be granted relief, Reber Construction must show that the mistake made its bid materially different than what it intended. If Reber Construction had utilized the correct scale its bid would have been approximately \$136,902.15 if the correct scale had been included in the plans. The mistake was made in filing out the bid based on the incorrect plans and specifications not due to an error in judgment or carelessness. Reber Construction has stated that it cannot complete the project at the bided price.

Because of the conflict in the plans that was not corrected, METRO staff is recommending that the Board of Directors authorize the withdrawal of the bid received from Reber Construction Company, Inc. for the demolition and construction of a parking lot at 1217 River Street, Santa Cruz.

A bidder who claims a mistake or who forfeits his/her bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or the bid security was forfeited (Public contract code Section 5105).

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

The difference in price between the two lowest bids is \$30,645.

#### **V. ATTACHMENTS**

**Attachment A:** Bid Results for METRO IFB No. 10-07

**Attachment B:** Written Request from Reber Construction to Withdraw its Bid

**Attachment C:** Reber Construction worksheet

**Attachment D:** METRO staff Analysis of Reber's Bid

Prepared By: Lloyd Longnecker, Purchasing Agent with assistance from Frank Cheng, Project Manager and Margaret Gallagher, District Counsel  
Date Prepared: September 21, 2009

**Bid Results for METRO IFB No. 10-07  
For Demolition and Construction of a Parking Lot at  
1217 River Street, Santa Cruz**

1. Reber Construction Co., Inc. of Santa Cruz	\$86,066.00
Bid requested to be withdrawn	
2. PARC Services, Inc. of Livermore, CA	\$116,711.00
3. Don Chapin Company of Salinas, CA	\$123,000.00
4. Norcal Contractor of Salinas, CA	\$132,000.00
5. CRW Industries, Inc. of Campbell, CA	\$154,945.00
6. David Calhoun General Engineering of Santa Cruz	\$168,000.00

REBER  
CONSTRUCTION CO., INC.  
Engineering Contractor

Attachment **B**

September 16, 2009

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

ATTN: Mr. Lloyd Longnecker

RE: IFB No. 10-07 – Demolition & Construction of a Parking Lot at 1217 River  
Street, Santa Cruz, CA

Mr. Longnecker:

This letter is in reference to the recent bid opening on September 14, 2009 for the above referenced project. Reber Construction Co., Inc. was named as the apparent low bidder on this project.

After the bid opening, our firm reviewed the project plans further. It has come to our attention that the scale indicated on the plans is incorrect. At some point and time, the size of the plans must have been reduced and the scale was not increased accordingly to accommodate the change in the plan size. Our firm bid the project per the scale indicated on the plans which is 1" = 10'. The plans should have been corrected to read 1" = 25'. We only received Addendum No. 1 and it did not indicate any corrections to the project plans.

Our firm is unable to build this project for the price indicated on our bid. At this time, we would like to formally withdraw our proposal. We understand that the Santa Cruz Metropolitan Transit District has the right to award this project to the second lowest bidder. We apologize for the misunderstanding and look forward to bidding on future projects with your establishment.

Sincerely,

  
James A. Reber, President  
REBER CONSTRUCTION CO., INC.

Attachment **C**

REBER CONSTRUCTION CO., INC.

P.O. BOX 273  
SANTA CRUZ, CA, 95061  
PHONE: (831) 429-9777  
FAX: (831) 429-0102

**FAX COVER SHEET**

To: *Lloyd Longnecker*

From: *Jim Delee*

Company: *Metro*

Date: *9-18-09*

Fax No:

Total Pages: *2*

RE: *433-2718*

*R.E. Parking lot take off sheet with L.F. & Squarrett.*

*Jim Delee*  
*Jim*

**11.c1**

10 PROF / LEE

HOUSE	6000.00	6000.00
GARAGE	2800.00	2800.00
Shed	1800.00	1800.00
Dump fees?		\$ 2000.00
Labor?		\$ 2000.00
Trucking?		\$ 2000.00
CK 75		
6 Loads Concrete END dump	125.00	2700.00
85 L.F. 3" Conduite installed	37.00	\$ 3145.00
421' @ 3' deep	4200.00	\$ 4200.00
432 L.F. Storm drains 18"	97.00	43644.00
167 L.F. FENCE		
1 swing gate 10'		
Saw cut existing vertical curb off	17' wide	\$ 800.00
Paving Lot & A.C. curbs		
240 L.F. A.C. Paving	14.00	\$ 3360.00

\* Abstracts  
\* Abstracts

65' x 33' = 2145	7770	8" R.B. = 185 tons @ 15
81' x 19' = 1539	3756	3" A.C. = 78 tons @ 15
12' x 6' = 72	1250	
R.B. 7770.00		
A.C. 19,250.00		

Sub grade excavation 3756 @ 2.00 \$ 7512.00

TOTAL: \$ 62,701.00  
 \* Plus Fences 11,365.00  
 Plus Profit 12,000.00  
 Total Bid 86,066.00

11.C2

Per Reber's Fax Copy				Calculation verification	Cost Analysis when using 1' = 25 ft on 11x17 sheet		
Unit Cost	Amount	Description per Reber's fax	Cost shown on Reber's fax	1" = 10 feet on 11x17 sheet Using 150 lbs/cubic ft for asphalt coefficient	Unit Cost	Amount w/ multiplier 1'=25	Demo work potentially higher due to not having sq ft info on bid
		Demo House	\$ 6,000.00				\$ 6,000.00
		Demo Garage	\$ 2,800.00				\$ 2,800.00
		Demo Shed	\$ 1,800.00				\$ 1,800.00
		Dump trees	\$ 2,000.00				\$ 2,000.00
		Demo Labor	\$ 2,000.00				\$ 2,000.00
		Demo Trucking	\$ 2,000.00				\$ 2,000.00
							(loads might be higher)
\$450 per load	6 loads	6 loads of concrete at	\$ 2,700.00				\$ 2,700.00
\$37 per foot	85 ft	Conduit 85 feet of work 3' deep	\$ 3,145.00 \$ 4,200.00	yes	\$ 37 per ft	212.5 ft	\$ 7,862.50
\$97 pef LF	45 LF	Storm drain (45 LF)	\$ 4,364.00	Christy box yes	\$ 97 per lf	112.5 LF	\$ 10,912.50
							(fence amount would be higher)
	167 LF	Fence and swing gate	\$ 800.00	yes			\$ 800.00
\$14 per LF	240 LF	AC Berms (240 LF)	\$ 3,360.00	yes	\$ 14 per LF	600 LF	\$ 8,400.00
\$42 per ton	2145 sq ft	8" AB 185 ton for 65'x33'(2145 sqft)	\$ 7,770.00	yes	\$ 42 per ton	670.31 sq ft	\$ 28,153.13
\$175 per ton	1539 sq ft	3" AC 70 tons for 81'x19'(1539 sqft)	\$ 12,250.00	yes	\$ 175 per ton	180.35 sq ft	\$ 31,561.52
	72 sq ft	12'x6' (72 sqft)					
\$2 per sq ft	3756 sq ft	Subgrade compaction on 3756 sqft	\$ 7,512.00	yes	per sq \$ 2 ft	1173.75 sq ft	\$ 2,347.50
			\$ 62,701.00				\$ 113,537.15
		Plus Fence	\$ 11,365.00				\$ 11,365.00
		Profit	\$ 12,000.00				\$ 12,000.00
			<b>\$ 86,066.00</b>				<b>\$ 136,902.15</b>

COMMENTS:

AC stands for Asphalt Concrete  
AB stands for Base Rock

For calculation of area for AB and AC  
Find volume = area times depth  
Convert volume to cubic yards  
Using a average coefficient of 150 lbs per sq in for Hot mix AC  
Convert into tons (2000 lbs equals 1 ton)

AB & AC tons have been verified with above calculations

Unit cost for AB is approximately accurate to the Unit Standards book  
Unit cost for AC is high compared to the Unit Standards book

11.d1

Attachment D

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 25, 2009

**TO:** Board of Directors

**FROM:** Frank Cheng, MetroBase Project Manager

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH PARC SERVICES, INC. FOR DEMOLITION AND CONSTRUCTION OF A PARKING LOT AT 1217 RIVER STREET, SANTA CRUZ FOR AN AMOUNT NOT TO EXCEED \$116,711 AND APPROVAL OF CONTRACT CHANGE ORDER PROCEDURES**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract with - PARC Services, Inc. for the demolition and construction of a parking lot at 1217 River Street, Santa Cruz for an amount not to exceed \$116,711 and approve contract change order procedures.**

## II. SUMMARY OF ISSUES

- METRO purchased the properties located at 1211 and 1217 River Street for the purpose of adding property to the Golf Club Maintenance Facility.
- Before the Administration offices can be moved to the Vernon building, METRO needs parking spaces for Administration pool vehicles and Facilities Maintenance vehicles.
- On August 14, 2009, METRO's Invitation for Bid No. 10-07 was mailed to general contractor firms, was legally advertised, was published in trade journals, and a notice was posted on METRO's web site.
- On September 14, 2009, bids were received and opened from six firms. A summary of bids received and bid dollar amounts is provided in Attachment A.
- The apparent low bidder requested a withdraw of their bid due to an error on the drawing scale of the submitted bid drawings.
- METRO staff has contacted the second, third and fourth low bidders and inquired if their submitted bid calculations were also incorrect due to the error on the drawing scale error and was informed that their bid calculations were accurate.
- Staff is recommending that if the METRO Board of Directors authorized the withdrawal of the Reber Construction Company, Inc. bid, that a contract be established with PARC Services, Inc. for demolition and construction of a parking lot at 1217 River Street, Santa Cruz for an amount not to exceed \$116,711.

12.1

- Staff is recommending that the Board of Directors approve contract change order procedures as provided in this report.

### III. DISCUSSION

METRO purchased the properties located at 1211 and 1217 River Street for the purpose of adding property to the Golf Club Maintenance Facility. Before the Administration offices can be moved to the Vernon building, METRO needs parking spaces for Administration pool vehicles and Facilities Maintenance vehicles.

On August 14, 2009, METRO's Invitation for Bid No. 10-07 was mailed to general contractor firms, was legally advertised, was published in trade journals, and a notice was posted on METRO's web site. On September 14, 2009, bids were received and publicly opened from six firms. A summary of bids received and bid dollar amounts is provided in Attachment A.

The apparent low bidder (Reber Construction, Inc.) has requested to withdraw its submitted bid due to an error on the bid drawings provided with the bid documents. The scale listed on the bid drawings reflected full size engineering drawings of 1" = 10 ft. METRO provided drawings with the bid documents at a reduced size of 11" x 17" which should have been corrected and displayed as a scale of 1" = 25 ft. METRO staff has contacted the second, third and fourth low bidders and inquired if their submitted bid calculations were also incorrect due to the error on the drawing scale. They stated that they had noticed the drawing error but had compensated for the error in their bid calculations. They were all confident that their bid calculations were accurate and that their submitted bids meet the specifications and requirements of the project.

Funds in the amount of \$150,000 shall be set aside for payments made on this contract. The difference from the project budget and Contractor's bid of \$116,711 shall be used for any approved change orders against this contract. If additional funding is required, staff will return to the Board of Directors for approval.

Staff is recommending that the Board of Directors approve the following construction contract change order procedures that will apply to this construction contract:

1. For any change order request from the contractor that exceeds \$25,000, staff will review and present such request to the METRO's Board of Directors for approval.
2. For any change order request from the contractor that is \$25,000 or less, approval of the change order will require review and approval from the following three personnel:  
METRO's Construction Manager (Harris and Associates);  
METRO's Project Manager Frank Cheng; and  
Either the METRO's General Manager or the Finance Manager.

Staff shall report every month to the Board of Directors on all change orders processed for this contract.

Staff recommends that if the Board of Directors has authorized the withdrawal of the Reber Construction Company, Inc bid, that the Board of Directors authorize the General Manager to

12.2

sign a contract with PARC Services, Inc. for demolition and construction of a parking lot at 1217 River Street, Santa Cruz for an amount not to exceed \$116,711 and approve of the contract change order procedures as presented in this report. Contractor will provide all equipment, materials and construction services meeting all METRO specifications and requirements.

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

Funds to support contract are included in the Administration's Department FY09 & FY10 Capital Budget.

#### **V. ATTACHMENTS**

**Attachment A:** Summary of bids received and bid amounts

**Attachment B:** Contract with PARC Services, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: September 17, 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)**

**Bid Results for METRO IFB No. 10-07  
For Demolition and Construction of a Parking Lot at  
1217 River Street, Santa Cruz**

1. Reber Construction Co., Inc. of Santa Cruz	\$86,066.00
Bid requested to be withdrawn	
2. PARC Services, Inc. of Livermore, CA	\$116,711.00
3. Don Chapin Company of Salinas, CA	\$123,000.00
4. Norcal Contractor of Salinas, CA	\$132,000.00
5. CRW Industries, Inc. of Campbell, CA	\$154,945.00
6. David Calhoun General Engineering of Santa Cruz	\$168,000.00

**CONTRACT FOR DEMOLITION AND CONSTRUCTION OF A PARKING LOT  
AT 1217 RIVER STREET, SANTA CRUZ  
No. 10-07**

THIS CONTRACT is made effective on October 7, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and **PARC 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 Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz

METRO requires Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . In order to obtain said Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz , the METRO issued an Invitation for Bids, dated August 14, 2009 setting forth specifications for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is Santa Cruz, California. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz , which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On September 25, 2009, METRO selected Contractor as the lowest responsive, responsible bidder to provide said remodel construction of the building located at Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . 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 Part III, Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 10-07" dated August 14, 2009 including Addendum numbers 1.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed within eighteen (18) calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for one hundred and twenty (120) calendar days after the date of commencement specified in the Notice to Proceed. All construction work shall be completed METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

4. SCOPE OF WORK

4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 10-07 dated August 14, 2009 for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

4.02

Contractor and METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

**5. COMPENSATION**

5.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$116,711, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$116,711 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

Payment by METRO of undisputed contract amounts is contingent upon the Contractor furnishing METRO with a Release of All Claims against METRO arising by virtue of the part of the contract related to those amounts.

5.03 Retention of payment

METRO will retain ten (10%) percent of the contract price pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows

an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
  - 1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
  - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
  - 3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

#### 5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
  - 1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
  - 2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
  - 3. The amount paid for subsistence and travel required by collective bargaining agreements.
  - 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed

by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
  2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
  3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
  4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable

rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
  1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
  2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
  3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of

fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

#### 5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

#### 5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost

Overhead and Profit Allowance

Labor.....	33 percent
Materials .....	15 percent
Equipment.....	15 percent

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor’s total cost for the extra work. Regardless of the number of hierarchal tiers of subcontractors, the 5 percent increase above the subcontractor’s total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor’s written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this

Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:

1. Changes.
2. Failure of METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which METRO is responsible.
3. Survey error by METRO.
4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached;

however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

#### 5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, METRO will issue a change order under the procedures described in this Contract. For regulated materials, METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

#### 5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If METRO fails to make such payment in a timely manner, METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "payment" includes payment due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by METRO's financial officer.

#### 6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return 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

PARC Services, Inc.  
253 Rickenbacker Circle #B  
Livermore CA 94551  
Attention: Project Manager

7. ENTIRE AGREEMENT

- 7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. 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 – PARC SERVICES, INC.

By \_\_\_\_\_  
John Godkin  
President

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

# **EXHIBIT - A**

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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### **Invitation for Bids (IFB) for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz**

**METRO IFB No. 10-07**

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**Date Issued: August 14, 2009**

**Bid Deadline: 2:00 p.m., September 14, 2009**

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#### **Contents of this IFB**

Part I.	Instructions to Bidders
Part II.	Bid Form
Part III.	General Conditions of the Contract
Part IV.	Special Conditions of the Contract
Part V.	Contract
Part VI.	FTA Requirements for Construction Contracts
Part VII.	Protest Procedures
Attachment A	Disadvantaged Business Enterprise Information
Attachment B	Standard Agreement For Subcontractor/DBE Participation
Attachment C	Construction Scope of Work
Attachment D	Construction Drawings

**PART I**  
**INSTRUCTIONS TO BIDDERS**

**1.01 THE PUBLIC WORK**

- A. The Santa Cruz Metropolitan Transit District (METRO) is requesting sealed bids for a fixed-price contract for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz. This public work shall include the furnishing of all supervision, labor, materials, freight, transportation, equipment, supplies, tools, services and other work as defined in the Invitation For Bid (IFB) No. 10-07 for this Project.
- B. This public work is funded in part with federal assistance and as a result, the Bidder must adhere to all federal requirements, which are a part of this contract. This includes the requirement of submitting with the Bid certain certifications required by federal laws and regulations. By submitting a Bid, the Bidder warrants that it has read and understood the entire IFB including Part VI (Federal Transit Administration (FTA) Requirements for Construction Contracts) of the IFB and agrees to fulfill all the terms and conditions of the contract including Part VI if selected as the contractor.

**1.02 RESERVED**

**1.03 COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS**

CONTENTS: This Invitation for Bids (IFB) includes two volumes and the construction drawings. Volume 1 includes the following parts: (I) Instructions to Bidders, (II) Bid Form, (III) General Conditions of the Contract, (IV) Special Conditions of the Contract, (V) Contract, (VI) FTA Requirements for Construction Contracts, (VII) Santa Cruz Metropolitan Transit District Protest Procedures, Attachment A – Disadvantaged Business Enterprise Information and Attachment B - Standard Agreement For Subcontractor/DBE Participation. Volume 2 includes the specifications for the construction, including the administration and management of the construction. The construction drawings are identified separately. The Final Contract will include all the IFB parts identified above, any addenda that METRO issues during the IFB process and the Contractor's completed bid documents.

- A. All contractual provisions required by the Department of Transportation (DOT), as set forth in Part VI and FTA Circular 4220.1F are hereby incorporated herein by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms (Part VI) shall be deemed to control in the event of a conflict with other provisions contained in this Contract unless the conflicting provisions provide more or greater rights to METRO or third parties or a required state law provision provides more or greater rights to METRO, third parties or to the Contractor. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests, which would cause METRO or contractor to be in violation of the FTA requirements set forth in Part VI.
- B. In the event of conflict between requirements contained in different components of the contract documents, provisions set forth in Part VI (FTA Requirements for Construction Contracts) shall prevail over all other provisions. Provisions set forth in Parts I (Instructions to Bidders), III (General Conditions of the Contract) and V (Contract) shall prevail over all remaining contract documents. In resolving other conflicting requirements among the contract documents, the order of precedence shall be as follows: 1. Change Orders, 2. Addenda or Letters of Clarification, 3. Part IV (Special Conditions of the Contract), and 4. Part VIII (Construction Specifications).
- C. The Bidder shall thoroughly examine and become familiar with all of the various parts of the contract documents and determine the nature and location of the work, the general and local conditions and all other matters, which can in any way affect the work under this contract. Failure to make an examination necessary for this determination shall not release the bidder from the obligations of this contract.

- D. No oral contract or conversation with any Director, officer, agent or employee of METRO, either before or after the execution of the contract, shall affect or modify any of the terms or obligations contained therein.

**1.04 PRE-BID CONFERENCE AND JOB WALK**

A pre-bid conference will be held on August 25, 2009 at 9:00 a.m. at the following location:

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

- A. This will be followed by a job walk on the same day, to physically inspect the building, and further clarify the Scope of Work.
- B. The pre-bid conference will consist of a discussion of the project requirements followed by a question and answer period. In the job walk, METRO will answer questions raised by the potential bidders during and after the tour of the building.

**Attendance at the pre-bid conference and job walk is strongly encouraged.**

- C. Questions regarding the IFB should be submitted in writing to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060 prior to the pre-bid meeting in order to allow METRO staff sufficient time to prepare responses. Written questions submitted prior to and questions raised at the pre-bid conference and job walk will be answered, if appropriate, by written addenda to the IFB. Upon posting or delivery, such addenda will become a part of the bid documents and binding on all eligible bidders.

**1.05 QUESTIONS, CLARIFICATIONS AND IFB REVISIONS**

- A. METRO has made every attempt to provide all information needed by bidders for a thorough understanding of the 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 IFB and the terms and conditions under which the work is to be performed. If omissions, discrepancies, apparent errors or a need for clarification or explanation are found in the IFB, including the architectural or engineering plans and specifications prior to the date of bid opening, the Bidder shall report such to METRO in writing and request a clarification from the METRO which, if substantiated, will be given in the form of addenda to all Bidders. The submission of a bid proposal shall be conclusive evidence that the Bidder has satisfied itself through its own investigation as to the conditions to be encountered, the character, quality and scope of work to be performed, the materials and equipment to be furnished and all requirements of the IFB. Written questions and/or written requests for clarification should be directed to:

Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060  
Attn: Lloyd Longnecker, Purchasing Agent  
E-mail: llongnecker@scmtmd.com  
Phone (831) 426-0199  
FAX: (831) 423-2918

- B. METRO reserves the right to revise the IFB prior to the bid opening. Such revisions, if any, will be made by addenda to this IFB. Copies of such addenda will be furnished to all those who attend the Pre-Bid conference. If an addendum includes significant changes, the bid opening due date may be postponed by a number of days that the METRO considers appropriate for Bidders to revise their Bids. The announcement of a new date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than ten (10) calendar days prior to the bid opening. Bidders shall

acknowledge receipt of all addenda to the IFB Documents in their Bid. Failure to acknowledge receipt of all addenda may render the bid non-responsive.

**1.06 SPECIFICATIONS BY BRAND OR TRADE NAME**

METRO does not intend in any manner to limit the bidding directly or indirectly by calling for a designated material, product, thing, or service by a specific brand or trade name. If a brand or trade name exists in the IFB, the words “or equal” are intended to follow so that bidders may furnish any equal material, product, thing, or service. A Bidder shall submit data substantiating a request for a substitution of “an equal item”.

**1.07 EXPENSES TO BE INCLUDED IN BID PRICE:**

- A. Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz under the IFB complete and ready for immediate use by the 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, tools and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.
- B. 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 9.5 % of the total bid price. Federal Excise Tax, from which the METRO is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder upon request.
- C. Samples of items, when required, must be furnished free of expense to the METRO and, if not destroyed by tests, may upon request, made at the time the samples are furnished, be returned at Bidder's expense.
- D. Should any unit price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity).
- E. Should any total price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).
- F. If any one line item is left blank, and the above situations do not apply, no attempt will be made to reconcile the amounts. The bid in this case will be considered non-responsive.
- G. The Contractor shall prepare and submit for the Construction Manager a detailed cost breakdown to serve as the basis for payment before work commences, this breakdown is to serve as the basis for the final payment and is to be submitted before work commences. The cost breakdown shall be segmented into basic items of work corresponding to the Schedule of Work with the aggregate equaling the Contract total. Cost breakdowns containing prices that appear to be unbalanced may be rejected.

The following general guidelines shall be followed:

- 1. There must be sufficient detail included to allow the Construction Manager to verify progress. As a minimum, the cost of each Specification section shall be identified.
- 2. Each price must include the cost of material, equipment, and labor stated separately.

The Construction Manager will not allow the final payment until the detailed cost breakdown has received favorable review

**1.08 INELIGIBLE PARTICIPANTS**

Contractors or subcontractors who are ineligible from bidding on or performing public works contracts pursuant to California Labor Code §§1777.1 and/or 1777.7 and/or California Public Contract Code §6109 are prohibited from participating in this procurement. Bidders are prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on public projects pursuant to Labor Code §1777.1 and/or Labor Code §1777.7. Any Bidder or subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code §1771.1 and §1771.7 and/or Public Contract Code §6109 shall not bid on this Project and shall not be awarded the contract or any part thereof. Any contract on this public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any METRO public money for performing work as a subcontractor on this public works contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to METRO. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **1.09 CONTRACTOR'S LICENSE REQUIRED**

The work to be performed under the IFB require that the Contractor possess at the time that this contract is awarded a class "A" or "B" license under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the IFB and the Bidder shall be skilled and regularly engaged in the general class or type of work called for under this IFB. Bidder shall only hire subcontractors for this Project who are properly licensed for the work each is contracted to perform in accordance with federal and state laws.

Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including but not limited to any appropriate disciplinary action by the Contractors' State License Board. Failure of the Bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

#### **1.10 PREVAILING WAGE REQUIRED AND CERTIFIED PAYROLL RECORDS**

Pursuant to Section 1773 of the California 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, Business and Transportation Agency, Department of Transportation Publication entitled General Prevailing Wage Rates, current edition, and may be accessed online at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> or at METRO's Administration Offices located at 370 Encinal, Suite 100, Santa Cruz. The Contractor shall forfeit, as penalty to the METRO, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code. (See also federal law requirements in Part VI-FTA Requirements for Construction Contracts).

Contractor shall comply with the statutory requirements related to certified copies of payroll records including the maintenance of the records, their certification and their availability for inspection pursuant to Labor Code Section 1776.

#### **1.11 BID PREPARATION**

Bidders shall complete the entire Bid Form (Part II), including each required document in accordance with the following:

- A. The bidder shall not delete, modify, or supplement the printed matter in the Bid Form or make substitutions. 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 interlineations must be explained or noted in the bid over the signature of the Bidder.
- B. The Bidder shall execute and submit all FTA Certifications as described in item 1.12 below.
- C. The Bid Form and all accompanying documents shall be completed in ink or typed.

- D. The bidder shall sign the bid in the blank space provided. If bidder is the sole owner, the owner shall sign the bid with his/her full name, address and phone number. If bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation as follows: (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. If bidder is a partnership, the true name of the firm shall be set forth; the names and addresses of all partners shall be given and a partner in the firm shall sign the bid authorized to sign contracts on behalf of the partnership. If the bidder is a joint venture, the bid shall be signed by each participating company, by officers, or other individuals who have the full and proper authorization to do so. If an agent of the bidder signs the bid, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with METRO prior to opening of bids, or must be submitted with the bid. If requested by METRO, the bidder shall promptly submit evidence satisfactory to METRO of the authority of the person signing the bid. If satisfactory evidence of authorization is not provided, the Bid will be rejected as irregular and unauthorized.

#### **1.12 BID CONTENTS**

Bids shall include, but not be limited to, the following:

- A. Completion and submittal of the Bid Form and the Bidder's Declarations and Statement of Understanding and that Bidder can meet the licensing requirements at the time of the award. (Bid Form Document 1)
- B. The Bidder shall provide sufficient information to demonstrate to METRO's satisfaction that the Bidder is responsible. Criteria used by the METRO to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed subcontractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. A brief description of the history and background of the firm, including a statement of the bidder's qualifications and experience in performing the type of work required for this project must be submitted by the Bidder. The Bidder shall complete and submit the Statement of Bidder's Qualifications, Experience, Financial viability and Ability and Project Capacity with the Bid Form. (Bid Form Document 2)
- C. Completed Non-Collusion Affidavit (Bid Form-Document 3)
- D. Completed Bidder's Bond or documentation in support of required Bidder's security. (Bid Form-Document 4)
- E. Completed Certification of Proposed Contractor Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Contracts over \$100,000). (Bid Form- Document 5)
- F. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Subcontracts totaling over \$100,000). (Bid Form-Document 6)
- G. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For subcontracts totaling \$100,000.00 or less). (Bid Form-Document 7)
- H. Disclosure of Governmental positions (Bid Form-Document 8).
- I. A statement listing each subcontractor who will perform work in excess of one-half percent of the total bid proposed for the project. Completion and submittal of Designation of Subcontractors. (Bid Form-Document 9)
- J. Completed Buy America Certificate (Bid Form- Document 10)
- K. Completed Certification Regarding Lobbying (Bid Form-Document 11)

- L. Completed Statement of Compliance (Bid Form-Document 12)
- M. Apprenticeship Employment Certification (Bid Form-Document 13)
- N. Completed Workers' Compensation Certification (Bid Form-Document 14)
- O. Completed Conflict of Interest Statement (Bid Form-Document 15).

**1.13 BID SUBMISSION**

- A. To be considered, one (1) original of the bid must be received by **2 p.m. Pacific Standard time on September 14, 2009** at the Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, California 95060, Attn: Lloyd Longnecker, Purchasing Agent. **Bids received after the deadline or delivered to a different location will be returned, unopened.**
- B. Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted. All portions of the Bid are to be completed before the Bid is submitted. Failure to do so may result in the bid being rejected as non-responsive.**
- C. All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the METRO's competitive bidding requirements and may render void any Contract let under such circumstances.
- D. Any Bid submitted shall remain valid for a period of sixty (60) days from the date of the Bid Opening. However, the successful Contractor shall have no rights to the contract until the Contract has been fully executed by METRO and a Notice to Proceed has been issued to the Contractor.

**1.14 PUBLIC OPENING OF BIDS**

Bids will be publicly opened and each bidder's price shall be read aloud on September 14, 2009 , at 2:15 p.m. or as soon thereafter as possible, at 370 Encinal Street, Suite 100, Santa Cruz, California. Bidders, their authorized representatives and others interested are invited to be present.

**1.15 RECEIPT OF SINGLE BID BY METRO**

If only one bid is received in response to the IFB, a cost/price analysis of the bid may be performed to determine if the bid price is fair and reasonable. The Bidder may be required to submit to METRO within five (5) days of METRO demand, a detailed cost proposal. The Bidder shall cooperate with METRO in completing and submitting detailed information for the cost and price analysis.

**1.16 DISQUALIFICATION OF BIDDERS**

- A. More than one bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested as a principal in more than one bid for the work contemplated, may cause the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all 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. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local project because of a violation of law or a safety regulation.
- B. Pursuant to California Public Contract Code Section 7106, a bidder shall execute and submit with its bid, a duly notarized "Affidavit of Non-Collusion" on the form included in the IFB. Upon execution

of the Affidavit, the bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

- C. If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to METRO for all loss or damage which METRO may suffer thereby and the Board of Directors may advertise for a new contract for construction of the Project.

#### **1.17 WITHDRAWAL OF BIDS**

A bidder may withdraw its bid at any time **before** the time established in the IFB for the opening of bids only by filing a written notice with the Purchasing Agent. An oral notice of withdrawal is ineffective.

#### **1.18 METRO RIGHTS**

METRO may investigate the qualifications of any Bidder under consideration inclusive of, but not limited to, the information provided in the Bid. METRO may require confirmation of information furnished by the Bidder and require additional evidence of qualifications to perform the Work described in this IFB. METRO reserves the right to:

- A. Reject any or all of the bids, at its discretion;
- B. Reject any bid that, in the opinion of METRO, is so unbalanced in comparison to other bids received and/or to METRO's internal estimates that it does not accurately reflect the cost to perform the Work;
- C. Cancel the entire IFB;
- D. Issue Subsequent IFB;
- E. Appoint evaluation committees to review bids;
- F. Seek the assistance of outside technical experts to evaluate bids;
- G. Disqualify the bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s); and
- H. Waive any errors or informalities in any bid or in the bidding procedure, to the extent permitted by law.

This IFB does not commit METRO to award or enter into a contract nor does it obligate the METRO to pay for any costs incurred in the preparation and submission of bids or in anticipation of a contract.

METRO may reject the bid of any party who has been delinquent or unfaithful in any former contract with the METRO. METRO may reject a bid from a Bidder who cannot satisfactorily prove that it is responsible as required in the IFB or whose Bid is not responsive.

Bids may be rejected if they show such items as: any alteration of form; additions not called for; conditional bids; incomplete bids; erasures; irregularities which make the bids incomplete, indefinite, or ambiguous; obviously unbalanced prices; no acceptable bid security; signature by other than an authorized person; addenda not properly acknowledged; failure to use designated Bid Form; bid materially fails to conform to the requirements of the bid documents or if the bid is not properly executed.

#### **1.19 RELIEF OF BIDDERS**

A bidder, after the bid opening, shall not be relieved of the bid unless METRO consents in writing. Such relief may be obtained by submitting a written request for its withdrawal to the Purchasing Agent. No change to the bid shall be made because of a mistake, except as provided in Section 5100 et. seq. of the Public Contract Code. The bidder is cautioned that, pursuant to Public Contract Code 5105, a bidder who claims a mistake or who forfeits its Bid Security shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

**1.20 PROTEST PROCEDURES**

**Any Claim or Dispute related to this procurement must be filed in accordance with METRO's Pre-Bid, Pre-Award and Post-Award Procurement Protest Procedures which are included with this IFB (Part VII).**

**FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN METRO'S WRITTEN PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

**1.21 RESERVED**

**1.22 RESERVED**

**1.23 PROHIBITED INTERESTS**

D. By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, agent, or employee of METRO is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits that arise from it (See State of California Government Code section 1090 et seq.).

E. No member, officer, agent, or employee of METRO during his/her METRO tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.

**1.24 GRATUITIES**

A. It is improper for any METRO officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the METRO's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a METRO officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

B. A Bidder shall immediately report any attempt by a METRO officer, employee or agent to solicit such improper consideration. The report shall be made to METRO's Purchasing Agent at 831-426-0199. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

C. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**1.25 REQUIRED CERTIFICATIONS**

Bids shall include all required Certifications, including a statement that the insurance requirements set forth in the IFB can be obtained and will be carried without reservation or exclusion should bidder be awarded a contract pursuant to the IFB.

**1.26 SUBCONTRACTING**

- A. The bidder shall submit with his/her bid the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total bid and shall list the portion of the work which will be done by each subcontractor. This information shall be supplied on the Designation of Subcontractors Form, which is part of the Bid Form. Attention is directed to the requirements of Sections 4100 to 4114, inclusive, of the California Public Contract Code, which are applicable to this contract. The contractor shall not, without the consent of METRO, either substitute any person as subcontractor in place of the subcontractor designed in the original List of subcontractors, or sublet or subcontract any portion of the work in excess of ½ of 1 percent of the total amount of his/her bid for which he/she did not originally designate a subcontractor. When a portion of the work, which has been subcontracted by the contractor, is not being performed in a manner satisfactory to METRO, the subcontractor shall be removed immediately on the request of METRO, and shall not again be employed on the work.
- B. The contractor will require, by written Contract, each subcontractor to be bound to the contractor by the terms of the contract documents, and to assume toward the contractor, all the obligations and responsibilities which the contractor, by the contract documents, assumes toward METRO, to the extent of the work to be performed by the subcontractor. Each subcontract shall preserve and protect the rights of METRO under the contract documents with respect to the work to be performed by the subcontractor so that subcontracting will not prejudice such rights.

## 1.27 **BOND REQUIREMENTS**

### A. Bidders Security

1. All bids must be accompanied by bidder security in an amount not less than ten percent (10%) of the Total Contract Price, payable to METRO. The Bidder's Security must be in the form of cash, a cashier's check, a certified check, or a Bidder's Bond or a combination thereof. If a Bidder's Bond is furnished, it must conform to the form enclosed in the IFB (Bid Form, Part II). In submitting a Bid, it is understood and agreed by Bidder that the right is reserved by METRO to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of sixty (60) days subsequent to the opening of the bids, without the written consent of METRO.
2. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his/her bid within sixty (60) days after the bid opening without the written consent of METRO, shall refuse or be unable to enter into this Contract, as provided herein, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, as provided herein or refuse or be unable to furnish adequate and acceptable insurance, as provided herein, he/she shall forfeit his bid security to the extent of METRO's damages occasioned by such withdrawal, or refusal or inability to enter into an agreement, or provide the required security therefore.
3. It is further understood and agreed that to the extent the defaulting bidder's bid bond, certified check, cashier's check, treasurer's check, and/or official bank check (excluding any income generated thereby which has been retained by METRO as provided shall prove inadequate to fully recompense METRO for the damages occasioned by default, then the undersigned bidder agrees to indemnify METRO and pay over to METRO the difference between the bid security and METRO's total damages, so as to make METRO whole.
4. The Bid Bond must be issued by a fully qualified surety company acceptable to METRO and listed as a company currently authorized under 31 Code of Federal Regulations (CFR), Part 223 as possessing a Certificate of Authority as described thereunder and , listed as a company possessing the authority to issue surety bonds in the State of California . Bidder's securities will be held until the Contract has been fully executed, after which all Bidders' securities, except any Bidders securities which have been forfeited, will be returned to the respective Bidders as soon as practicable but in no event beyond sixty days from the award of the contract.

### B. Payment Bond

A payment bond in the form set forth in the IFB (Part V) shall be executed within ten working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the Contract price. The payment bond shall provide METRO with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performance of the Contract.

C. Performance Bond

A performance bond in the form set forth in the IFB (Part V) shall be executed within ten working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the Contract price. The performance bond shall guarantee the Contractor's faithful performance of the Contract in compliance with all terms, conditions and requirements specified in the Contract documents.

**1.28 AWARD OF CONTRACT**

- A. METRO will make an award to the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB. Any such award will be made pursuant to a Notice of Award signed by METRO within 60 days after bid opening. 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.
- B. 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.
- C. METRO will select the lowest responsible bidder based on a determination of (1) which bidder is the lowest monetary bidder on the Base Bid; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible.
- D. The lowest monetary bidder shall be determined based on the total unit price amounts (Base Bid).
- E. A bid will be determined to be responsive if it does what the bidding instructions demand and all required documentation is provided. The following factors will be evaluated:

<u>RESPONSIVE FACTORS</u>	<u>CRITERIA</u>
1. Bidder's Bond	Pass/Fail
2. Completed Documentation and Required Certification Submitted	Pass/Fail
3. Bid Meets IFB Requirements	Pass/Fail

- F. Responsibility is defined as the apparent ability of the Bidder to meet and successfully complete the requirements of the Contract. Responsibility includes consideration of a Bidder's trustworthiness, the quality of past performance, financial ability, and the fitness and capacity to do the proposed work in a satisfactory and safe manner. Bidder may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to METRO that it is competent to successfully perform the Work. The following factors will be evaluated:

<u>RESPONSIBILITY FACTORS</u>	<u>CRITERIA</u>
1. Quality of Past Performance and Experience	Pass/Fail
2. Key Personnel Experience	Pass/Fail
3. Financial Viability and Ability	Pass/Fail
4. Fitness and Capacity to do the Proposed Work	Pass/Fail

**1.29 EXECUTION OF CONTRACT**

The bidder to whom an award is made shall execute the contract and furnish the required proof of Insurance and payment and performance bonds within ten (10) working days after receipt of Notice of Award. All required documents shall be returned to the Purchasing Agent, 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

### **1.30 USE OF CONSULTANTS**

- A. No limitation shall be imposed on METRO's use of Consultants in any activity related to the Scope of Work. The Consultants, if any, at the direction of METRO's Project Manager, shall be accorded the same access to facilities and participation in the work activity as any member of METRO's project team. Involvement of Consultants may include, but shall not be limited to, supervision of construction, contract administration, inspection, progress and technical meetings, conference calls, document review, etc., as directed by METRO.
- B. METRO shall have the option of adding Consultants to the distribution list to receive all or selected contract documents.

### **1.31 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.

### **1.32 DISADVANTAGED BUSINESS ENTERPRISES**

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Finance Assistance Program. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A contract goal of 10% DBE participation has been established for this procurement.
- B. Bidders are required to document sufficient DBE participation to meet METRO's established contract goal or, alternatively, document adequate good faith efforts to do so as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following documentation concurrent with and accompanying the sealed bid:
  - 1. The names and addresses of DBE firms that will participate in this contract;
  - 2. A description of the work each DBE will perform;
  - 3. The dollar amount of the participation of each DBE firm participating;
  - 4. Written documentation of the bidder's commitment to use a DBE whose participation it submits to meet the goal;
  - 5. Written confirmation from the DBE that it is participating in the contract as provided in the Bidder/Contractor's commitment;
  - 6. If the contract goal is not met, evidence of good faith efforts to do so.

- F. To find a database of Certified Disadvantaged Business Enterprise (DBE) firms, please go to the State of California, Caltrans website address: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) . This site will provide access to the State's Unified Certification Program for DBE listings that are updated daily.

**1.33 RESERVED**

**1.34 AUTHORITY OF THE CONSTRUCTION MANAGER**

METRO has entered into an agreement with Harris and Associates to provide third party Construction Management. The Notice to Proceed will provide the Contractor the name and contact information for the individual who is METRO's Construction Manager for this Project. METRO retains the right to change the Construction Manager at its discretion and will notify Contractor within twenty-four (24) hours of such change. The Construction Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and rate of progress of the work, all questions that may arise as to the interpretation of the Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Construction Manager's decision shall be final. The Construction Manager shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

**1.35 PERMITS**

METRO is a self-permitting agency. While METRO is not required to obtain City of Santa Cruz building permits, METRO does adhere to each and every local permitting requirement that is in effect for construction projects. METRO requires the Contractor of this project to complete all requirements for any City of Santa Cruz permit. All California State permits must be obtained.

**II. BID FORM**  
**Document 1**

FOR: **Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz**

BID TO: Santa Cruz Metropolitan Transit District  
Attention: Lloyd Longnecker, Purchasing Agent  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

BID FROM:

---

(Print Name of firm submitting Proposal)

---

(Address)

---

(City, State, Zip Code)

---

(Telephone)

(Fax)

---

(Email address)

***Bidder's Declarations and Statement of Understanding***

- 1) The Bidder declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Form, the IFB and bidder's supporting documentation constitute parts of the bid and are incorporated herein by reference. **Bidder acknowledges that addenda numbers \_\_\_ through \_\_\_ have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of the bid.**
- 2) The Bidder declares that he/she understands that all portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the Bid Form, bidder must provide the following completed documents: Statement of Bidder's Qualifications, Experience, Financial Viability and Ability and Project Capacity, Non-Collusion Affidavit, Bidder's Bond or Security as required, Certification(s) regarding Disbarment for Prime Contracts over \$100,000.00, for subcontracts over \$100,000.00, and for subcontracts under \$100,000.00, Disclosure of Governmental Positions, Designation of Subcontractors, Buy America Certificate, Certification Regarding Lobbying, Disadvantaged Business Enterprise (DBE) Certification and Information Report, Statement of Compliance, Apprenticeship Employment Certification, Workers' Compensation Certification and Conflict of Interest Statement. Failure to submit all required documents completed may result in the bid being rejected as non-responsive.
- 3) The Bidder declares and agrees that it can and will meet the insurance requirements set forth in the IFB and all required insurance will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to the IFB, during the entire term of the contract and any extensions thereof.
- 4) The bidder, having the appropriate active contractor's license (Class "A" or "B") required by the State of California; or able to obtain the appropriate license by the time of the award of the contract and having

**II. BID FORM  
Document 1**

carefully read and examined the plans, specifications, and all related bidding documents as prepared by METRO for the construction of the Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz , having carefully and fully examined the sites of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the IFB, and to complete all requirements of the IFB for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid submission deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) working days after receipt of notice of award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, California 95060. **If awarded the Contract, the bidder agrees to complete the project within eighteen (18) calendar days after the date of the commencement specified in the Notice to Proceed.**

- 5) The bidder agrees to perform the work for the combined cost of all items of work in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(In words-printed or typed)

- 6) Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of \_\_\_\_\_  
\_\_\_\_\_ (%) of the total of all work with its own forces.

There is herewith enclosed cash, a Bidder's Bond, or bid security for the benefit of, or a certified check or cashier's check made payable to, Santa Cruz Metropolitan Transit District in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(In words-printed or typed)

The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible bidder whose bid is responsive, and the bidder fails to sign the Contract and/or furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and/or other required items within the time limit specified in the IFB, it will forfeit the bid bond/security to METRO and METRO may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Santa Cruz Metropolitan Transit District for the difference between the amount of the disqualified bid and the larger amount for which the Santa Cruz Metropolitan Transit District procures the work plus all of the Santa Cruz Metropolitan Transit District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

**BIDDER IS A:** (circle one)

Corporation          Partnership          Individual          Joint Venture          Other \_\_\_\_\_

Federal Tax Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

What is the official name registered with the IRS for this number?

\_\_\_\_\_

When were you organized? \_\_\_\_\_

If a Corporation, where incorporated? \_\_\_\_\_

How many years have you been in the contracting business under your current firm name or trade name? \_\_\_\_\_



**II. BID FORM**  
**Document 1**

Acceptance of Terms:

Execution of this Bid Form shall be deemed as acceptance of all the terms and conditions as set forth in the Notice and Invitation of Bids, including but not limited to the Instructions to Bidders (Part I), Bid Form (Part II), General Conditions of Contract (Part III), Special Conditions of Contract (Part IV), Contract (Part V), the FTA Requirements for construction contracts (Part VI), Volumes 2 and 3 of the IFB and the construction drawings.

NAME OF BIDDER'S FIRM:

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

BID FORM – DOCUMENT 2

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE,  
FINANCIAL VIABILITY, AND ABILITY & PROJECT CAPACITY**

(Use Additional Sheets if necessary)

**This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.**

The BIDDER is required to state below what work of similar magnitude or character it has completed, and to give a minimum of three (3) references that will enable METRO to judge its experience, skill and business standing and of his/her/its ability to construct the Project as completely and as rapidly as required under the terms of the IFB.

All questions must be answered and the data given must be clear and comprehensive. Provide the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, engineer, or other supervising person or public agency. **If necessary, questions may be answered on separate attached sheets.** The BIDDER may submit any additional information it believes is relevant to its qualifications and experience.

1. State the full legal name of the bidder.
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any.
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq.? If so, describe in detail all facts, circumstances and the outcome.
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.
5. For every lawsuit or mediation between bidder and the owner of construction project, limited to such lawsuits or mediations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.
7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.

## BID FORM – DOCUMENT 2

9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date.
10. State bidder's annual gross income for each of the last five fiscal years.
11. Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. The current financial statement must be prepared by a Certified Public Accountant. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District. Bidder's current financial statement must demonstrate Bidder's financial viability and financial ability to perform this Project and Bidder's other scheduled projects.
12. Describe the Organizational Structure of the proposed Project Team. If the Bidder is a Joint Venture than provide a copy of the Joint Venture agreement. Provide a description on any team agreements, the functions and organizational structure of each team member, including proposed major subcontractors and sub-consultants.
13. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience.):
  - a. Have completed to the public owner's satisfaction, no less than three (3) public works projects in the State of California involving the construction of a building, each with an original contract price of no less than \$50,000 within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder's own forces itself.
  - b. The Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least **two (2) public works** projects in the State of California of similar scope, size, and complexity of this project.
  - c. Contractor's proposed Project Manager shall have experience in management of construction, including at least five (5) years experience with significant responsibility on at least two (2) construction projects of similar scope, size, and complexity of this project.

BID FORM – DOCUMENT 2

**THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED BIDDER QUALIFICATION QUESTIONNAIRE, AND KNOW ITS CONTENTS, AND CERTIFY THAT THE RESPONSES PROVIDED TO THE BIDDER QUALIFICATION QUESTIONNAIRE ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES. I FURTHER CERTIFY THAT BIDDER MEETS THE MINIMUM QUALIFICATION CRITERIA SET FORTH HEREIN.

Executed on the date indicated below, at the location indicated below.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Company's Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name of signor)

\_\_\_\_\_  
(Title of signor)

**BID FORM – DOCUMENT 3**  
**NON-COLLUSION AFFIDAVIT**

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

\_\_\_\_\_  
(Name)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Company Name)

the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

**BID FORM – DOCUMENT 4  
BIDDER’S BOND**

That we \_\_\_\_\_ As PRINCIPAL and \_\_\_\_\_

\_\_\_\_\_ As SURETY, are held and firmly bound unto the Santa Cruz Metropolitan Transit District herein called “METRO” OR “DISTRICT” the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal named above, submitted by said Principal to **the** METRO for the work described below, for the payment of which lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ \_\_\_\_\_.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted a Bid No. 10-07 for certain construction specifically described as follows, which is to be opened on September 14, 2009 for Labor and materials to construct the MetroBase Project Phase 1 located in Santa Cruz, CA.

NOW, THEREFORE, if the aforesaid Principal is awarded a Contract, and within the time and manner required under the specifications, after the prescribed forms are presented to it for signature, enters into a written Contract, in the prescribed form in accordance with the Bid, and files two bonds with the METRO, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and provides all required insurance certificates then this obligation shall be null and void, otherwise, it shall be and remain in full force and effect.

In the event that the METRO brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the METRO in such suit, including a reasonable attorney’s fee to be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California must sign this Bidder’s bond. In addition, the Surety’s signature must be notarized and a copy of the Surety’s power of attorney must be attached.

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
ADDRESS OF SURETY

**[End of Bidders Bond.]**

**BID FORM – DOCUMENT 5**

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Prime Contracts totaling over \$100,000)

(Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

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

Have not within a three year period preceding this 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

**BID FORM – DOCUMENT 6**

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling over \$100,000)

(Subcontractor) \_\_\_\_\_ 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.

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**BID FORM – DOCUMENT 7**

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) \_\_\_\_\_ certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

---

Signature and Title of Authorized Official





**BID FORM – DOCUMENT 10  
BUY AMERICA CERTIFICATE**

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

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**BID FORM – DOCUMENT 11**  
**CERTIFICATION REGARDING LOBBYING**

*(To be submitted with each bid or offer exceeding \$100,000)*

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 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 or 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 [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understand and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor’s Authorized Official

\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_ Date

**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

**DISCLOSURE FORM TO REPORT LOBBYING ACTIVITES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract b. Grant c. Cooperative agreement d. Loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____  Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i>  Congressional District, <i>if known</i> : _____		<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, <i>if known</i> : _____
<b>6. Federal Department/Agency:</b>  Federal Action Number, <i>if known</i> : _____		<b>7. Federal Program Name/Description:</b>  <b>CFDA Number, <i>If applicable</i>:</b> _____  Award Amount, <i>if known</i> : \$ _____
<b>10a. Name and Address of Lobbying Entity</b> (last name, first name, MI):  (attach continuation sheet(s) SF-LLL-A, <i>if necessary</i> )		<b>b. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI):
<b>11. Amount of Payment</b> ( <i>check all that apply</i> ):  \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned		<b>13. Type of Payment</b> ( <i>check all that apply</i> ):  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____
<b>12. Form of Payment</b> ( <i>check all that apply</i> ):  <input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____		
<b>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i> )		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		

**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

<p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____            Print Name: _____            Title: _____            Telephone No.: _____</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local            Reproduction Standard Form            - LLL</p>

**BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE**

---

Company Name

---

Street /Mailing Address

---

City/State/Zip Code

TAX I.D. \_\_\_\_\_

**1. PRIME CONTRACTOR**

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

Certification No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

Application Date \_\_\_\_\_ Status of application \_\_\_\_\_

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

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

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

If not already registered, sub-contractors should access the following web site:

[http://www.dot.ca.gov/hq/bep/documents/Roster\\_of\\_Certifying\\_Agencies.pdf](http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf)

for a list of DBE certifying government agencies to contact for information on how to become a certified DBE business. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

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

---

Prime Signature

Date

---

(Position/Title)



**BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE**

\_\_\_\_\_  
(Company Name)

(hereinafter referred to as “Prospective Contractor”) hereby certifies that during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et. seq.) both of which are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

\_\_\_\_\_  
(Date)

in the County of \_\_\_\_\_, is made under the penalty of perjury  
(County)

under the laws of the State of California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

**BID FORM – DOCUMENT 13  
APPRENTICESHIP EMPLOYMENT CERTIFICATION**

**APPRENTICESHIP**

For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations of the California Apprenticeship Council, who are enrolled and participating in an apprenticeship program that has graduated apprentices annually for at least the past five (5) years. This requirement applies to any craft used on the project for which the State of California Department of Industrial Relations, Division of Apprenticeship Standards, has approved an apprenticeship program.

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to September 14, 2009 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

In the event that there is no state-approved apprenticeship program that meets requirements of this provision for a particular craft or trade utilized under this contract for the MetroBase Project, the Contractor shall be exempt from the requirement of this provision for that craft or trade only.

**APPRENTICESHIP EMPLOYMENT CERTIFICATION**

Under the laws of the State of California, the undersigned declares, under penalty of perjury, compliance with the apprentice programs described in the Special Conditions for the workforce employed by Contractor or any subcontractor under the contract for Specification for the MetroBase Project.

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**BID FORM – DOCUMENT 14**  
**WORKERS' COMPENSATION CERTIFICATION**

I, as the Contractor for the MetroBase Project, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract, if I am selected as the Contractor.

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

The Bidder certifies that:

1. The Bidder has not employed in connection with services to be performed by the Contract a current or former METRO employee who was directly or indirectly involved with this procurement;
2. The Bidder has not employed in connection with the services to be performed by the Contract a current or former employee of RNL who was directly or indirectly involved in the preparation of the specifications or this IFB;
3. The Bidder did not receive any confidential information in connection with the services to be performed by the Contract; and
4. The Bidder has not employed as a lobbyist any former METRO Board Member or employee who left the METRO within the last twelve (12) months.

The Bidder further certifies that it has set forth below the names of all current and former METRO persons identified including METRO Board Members, employees it has or intends to employ in connection with the services to be performed under the Contract.

Current and/or former METRO Board Members, alternatives, or employees:

_____	_____
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

_____	_____	_____
Typewritten or Printed Name	Signature of Authorized Official	Title

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

**CONFLICT OF INTEREST CHECKLIST**

All Bidders must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. If any response has a “yes” answer, provide accurate and complete information for analysis.

1. Have you or any of your team member(s) or consultant(s) ever been employed by, or done work for, the METRO? Yes  No

If your answer is “Yes”, please provide the additional information.

- |                            |                              |                             |                |
|----------------------------|------------------------------|-----------------------------|----------------|
| • Full-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Part-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • As-Needed employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Consultant               | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Or other, please explain | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |

- 
- Dates of Employment/consulting contract:

- 
- In which department(s) did you work?

- 
- Who was your supervisor(s)/who did you supervise?

- 
- Please describe your job duties and responsibilities or consulting work for each METRO position held:

- 
- Last date of employment or consultant contract:

2. Are any METRO Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company? Yes  No

If the answer is “Yes”, please provide the additional information:

- Name(s) of Board Members:

- 
- What is his/her position with your company?

- 
- Percentage of ownership of company shares:

**BID FORM – DOCUMENT 15**  
**CONFLICT OF INTEREST STATEMENT**

3. Are any of your former employee's or consultant's presently employed by the METRO? Yes  No

If the answer is "Yes", please provide the additional information:

- Name(s) of each former employee:
- 

- All titles of each former employee:
- 

- Description of job duties:
- 

- Dates of employment or date consultant worked for you:
- 

4. In the preceding twelve months, has the Bidder/Proposer made, arranged or delivered any gift(s) to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the gift:
- 

- Value of the gift:
- 

- Description of the gift:
- 

- Date the gift was delivered:
- 

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the contribution:
- 

- Name of Board Member receiving contribution:
- 

- Amount of the contribution:

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

- 
- Description of form of contribution (i.e. cash, check):

- 
- Date the contribution was delivered:

- 
- To whom was the contribution delivered:
- 

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

---

Typewritten or Printed Name

---

Signature of Authorized Official

---

Title

**PART III**  
**GENERAL CONDITIONS TO THE CONTRACT**

**I. GENERAL PROVISIONS**

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. This public work contract is funded in part with federal assistance and as a result, the Contractor must adhere to all federal requirements which are a part of this contract. 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 the METRO upon fifteen (15) days' written notice at any time without cause for any reason in whole or in part, whenever the METRO determines that such termination is in the METRO's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the 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 the METRO in the manner, at the time, and to the extent directed by the METRO all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the 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 the METRO, to the extent the METRO may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the 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 the 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 the 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 the 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 the 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 the 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 the 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 the METRO has or may acquire an interest.

## 2.02 Termination for Default

- 2.02.01 If the Contractor should be in default and fails to remedy this default within ten (10) calendar days after receipt from METRO of such notice of default, METRO may terminate the contract, or such portion thereof, as METRO determines is most directly affected by the default. The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, or subletting of this contract without approval of METRO; bankruptcy or appointment of a receiver for Contractor's property/business; failure of Contractor to perform the services or other required acts within the time specified for this contract or any extension thereof; refusal or failure to provide proper workmanship; failure to make progress as to endanger performance of this contract in accordance with its provisions.
- 2.02.02 If the Contract is terminated in whole or in part for default, the METRO may procure, upon such terms and in such manner as the METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the METRO, the Contractor shall be liable to the 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 default, 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 the METRO pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

The rights and remedies of the 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 the 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. The METRO shall notify the Contractor of its decision in

writing. The 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 the 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. Contractor shall insure that each subcontractor working on the Project also has the requisite skill, experience, financial ability, overall expertise, resources and appropriate licenses as necessary so as to be able to perform the work required by the 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 and means of all portions of the Work performed by Contractor (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. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the METRO will be relying upon such professional quality, accuracy, completeness, and coordination in the performance of the Work by Contractor.

### 5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the 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 performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property(ies) of Contractor and/or 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 (in accordance with California Labor Code §3700) and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
  - (b) Full Personal Injury coverage.
  - (c) Broad form Property Damage coverage.
  - (d) A cross-liability clause in favor of the METRO.
- (4) Contractor shall comply with all requirements related to the provision of Unemployment Insurance.

### 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 METRO is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the 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, 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

- 10.01 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 Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of final payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the 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.

### 11.02 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 District withholding reimbursement for completed work.

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

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

### 13.02 Survival of Rights and Obligations

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

### 13.03 Limitation on METRO Liability

The 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, 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 the 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 DELETED

### 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 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.

#### 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 the 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 the 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 the METRO; and any such action by Contractor without METRO's previous written consent shall be void.

#### 13.12 No Subcontract

Contractor shall not permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of the 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, subcontractors and agents shall not smoke on METRO premises, while performing the work required, 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 the METRO in good condition any equipment, including keys, issued to it by the 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 the 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 the 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.

### 13.20 Unfair Business Practice Claims

In entering into this contract, the contractor offers and agrees to assign to METRO all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15 et seq.) or under the Cartwright Act (Business and professions Code §16700 et seq.) arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time METRO tenders final payment to the contractor without further acknowledgement by the parties.

### 13.21 Nondiscrimination

During the performance of this contract, Contractor and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color,

national origin, ancestry, physical disability, medical condition, marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated hereunder (Cal. Admin. Code, Title 2, Section 7285.0 et seq.). the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and are made a part hereof as if set forth in full. Contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Contract.

**PART IV**  
**SPECIAL CONDITIONS OF THE CONTRACT**

**1. BASIC SCOPE OF WORK**

1.01 Basic Scope of Work

Contractor shall, without limitation, shall provide Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz in accordance with the "Specifications" section of the Invitation for Bids, dated August 14, 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 Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the 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 – The entity entering into a contract/agreement and synonymous with Bidder.

2.01.04 DAYS - Calendar Days unless specifically noted otherwise

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, supervision, freight and other work products and expenses, express or implied, in the Contract.

**3. LIQUIDATED DAMAGES**

The contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the bid form, subject to Change Orders increasing or decreasing the time specified. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case the work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damages will be sustained by the METRO. If Contractor is delayed by certain specified causes that are beyond Contractor's control (e.g., weather, strikes, natural disasters) then the resulting delay is excused and liquidated damages will not be assessed. Contractor further agrees that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum set forth within these Contract Documents is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to the METRO the sum of \$1,000 for Liquidated Damages for each consecutive calendar day's delay beyond the time prescribed in the Contract for completion as set forth below for each project sequence identified herein that is not completed as scheduled; and Contractor further agrees that the METRO may deduct and retain the amount thereof from any monies due the Contractor under the Contract:

The Contractor is put on notice that funding for this project is time sensitive with regard to the completion date. Delays shall be made up for by overtime work to maintain the scheduling. Any additional costs for overtime work to maintain the scheduled completion date shall be borne by the Contractor.

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

#### 4. STATE CONTRACT PROVISIONS

- 4.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any of its employees or applicants 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 its 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 the State of California setting forth the provisions of this section. Contractor must include this language in each of its subcontracts.
- 4.02 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.
- 4.03 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.
- 4.04 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.
- 4.05 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.
- 4.06 Contractor must maintain certified payroll records in compliance with Labor Code §1776. At a minimum, the certified payroll records must show the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each worker. The Contractor and each of Contractor's subcontractors must certify the accuracy of the records and must make the records available for inspection at all reasonable hours. The public may inspect the records but only after the worker's name, address and social security number are removed.

#### 5. 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.).

## 6. NOTICE TO PROCEED

As soon as practicable after execution of the contract, and after receipt of acceptable insurance certificates and the payment and performance bonds by METRO, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than 10 days following the issuance of the Notice to Proceed.

## 7. DIFFERING SITE CONDITIONS

The contractor shall promptly, and before such conditions are disturbed, notify METRO in writing of: (1) material the contractor believes may be hazardous waste as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or (3) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this contract.

METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, METRO will issue a change order under the procedures described in this Contract. For regulated materials, METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 8. PERMITS AND LICENSES

8.01 To the extent permit and licensing requirements are applicable, the contractor shall procure all permits and licenses not procured by METRO and required by the project, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. As a matter of bidder responsibility, bidders shall be properly licensed in accordance with the laws of the State of California at the time of contract execution.

8.02 Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814. (Business and Professions Code Section 7030). Any bidder or contractor not licensed in accordance with the laws of the State of California is subject to the penalties imposed by such laws.

8.03 Approvals and certificates of inspection for the work shall be submitted to METRO's construction manager at the completion of the project, prior to final payment.

## 9. CODES, REGULATIONS AND LAWS

9.01 All work performed under these Specifications shall be in strict accordance with all Federal, State, and Local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over this work.

- 9.02 The bidder shall inform METRO's Construction Manager of all discrepancies that are observed between these codes, laws, ordinances, and regulations, and the specifications and drawings pertaining to this work, in writing, prior to bid. The bidder shall include in his bid price, any labor, materials, service, apparatus, and drawings necessary to be performed in order to comply with all these codes, laws, ordinances, and regulations as if therein specified or shown.
- 9.03 All materials and supplies furnished pursuant to the specifications shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by METRO, provide certification and evidence of such compliance.

## 10. INTERFERENCE WITH BUSINESS OPERATIONS

Contractor shall not interfere with normal operation of METRO's facilities or equipment or the work of any other contractors. When the contractor anticipates unavoidable interference, it shall notify METRO in advance. METRO will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. METRO shall have final determination of the priorities in case of conflicts with operations of others. Contractor shall not operate any of METRO's equipment or systems or those of any other contractor or subcontractor except at the direction and under the immediate supervision of METRO.

## 11. USE OF PREMISES

- 11.01 Work shall be scheduled in such a manner as to minimize disruption of on-going work and activities of METRO's employees and contractors. The Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft.
- 11.02 Work to be completed during regular working hours Monday through Friday from 7 a.m. to 5 p.m. The Project Manager must authorize work after-hours or on weekends. Contractor to comply with the City of Santa Cruz noise ordinance.
- 11.03 The Contractor shall not allow debris or waste materials to accumulate; regular periodic removals shall be made to keep premises and buildings in orderly appearance during the performance of work.
- 11.04 Contractor, after completion of the work and prior to final inspection and acceptance by METRO, shall thoroughly clean all work areas from dirt, stains, soiling, or defacement of any kind.
- 11.05 METRO's Construction Manager shall designate specific areas and times for delivery and unloading of construction materials and equipment. The Contractor shall not park vehicles or equipment, or unload materials, at any area other than designated areas without the prior approval of METRO's Construction Manager.

## 12. SAFETY OF PERSONNEL ON THE JOB SITE

- 12.01 The Contractor shall provide, erect, and maintain all such temporary work as may be required for the protection of the public and those employed on or about the property, including temporary fences, sidewalks, trench plates, guard rails around openings, barricades, and temporary lighting.
- 12.02 METRO's Construction Manager for the project must receive a written incident report for any serious accidents or unsafe conditions that exist.
- 12.03 The Contractor is responsible for its employee safety and training requirements mandated by Cal-OSHA including but not limited to the following; Lock out-Tag out, Right to Know (M.S.D.S.), Hazard Communication Plan, Personal Protective Equipment (P.P.E), Confined Spaces, and shoring of open trenches.

## 13. DEMOLITION

- 13.01 The contractor is responsible for demolition, removal, and proper disposal of existing materials. After the project is complete all construction debris shall be removed from the site. The waste disposal shall be in compliance with the Waste Reduction and Recycling Plan (WRRP) of City of Santa Cruz and the

County of Santa Cruz. Contractor is also responsible for completing and submitting the Construction and Demolition Debris Recycling Report to the appropriate building inspector. To view this plan go to: <http://www.ci.santa-cruz.ca.us/pw/operationsrr.html>

13.02 Contractor shall be solely responsible for all safety, dust and noise control for work completed under this heading.

#### 14. CONTRACTOR PERSONNEL

The Contractor shall designate, in writing before starting work, a qualified, responsive, and responsible Project Superintendent who shall have complete authority to represent and act for the Contractor. Said authorized representative of the Contractor shall normally be present at the site of the work at all times while work is actually in progress on the Contract to coordinate all construction activities with the key persons in charge of METRO's facilities to ensure as few interruptions as possible. This contractor's Project Superintendent must have experience in construction of this type and other similar projects.

During any period when work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required.

Whenever the Contractor or an authorized representative is not present on any part of the work where it may be desired to give direction, orders will be given by the Construction Manager, which shall be received and obeyed by the superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by the Construction Manager, not otherwise required by the Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Construction Manager in writing.

The Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

Any subcontractor, or person employed by the Contractor or subcontractor, who fails or refuses to carry out the directions of the Engineer, or appears to the Engineer to be incompetent or to act in a disorderly or improper manner, shall be removed from the work immediately on the written request of the Engineer, and such person shall not again be employed on the work.

#### 15. FILING OF PLANS

Contractor shall be responsible for filing all necessary drawings and plans with other Government and private authorities with jurisdiction, such as utility companies, if their approval is required and/or as otherwise directed by METRO.

#### 16. RESOLUTION OF CLAIMS

##### 16.01 Claims Exceeding \$375,000

16.01.01 In case any disagreement, difference, or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Contract or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, and if the value exceeds \$375,000 then such disagreement, difference, or controversy shall be determined by binding mediation, according to the provisions of Section 1282, et seq. of the California Code of Civil Procedure except CCP §1283.05(e). Any mediator appointed or selected shall be experienced in construction law.

16.01.02 Any award made by the Mediator(s) shall be final, binding, and conclusive upon all parties and those claiming under them. The costs and expenses of any Mediation shall be borne and paid, as the Mediator(s) shall, by their award, direct.

16.01.03 The submission to Mediation is hereby made a condition precedent to the institution of any action at law or in equity with respect to disputes arising under the contract; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and in the manner permitted by law.

16.02 Claims up to \$375,000

Claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims subject to these statutory provisions, the following procedures apply:

16.02.01 Claims under \$50,000

For claims of fifty thousand dollars (\$50,000) or less, METRO shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims METRO may have against the contractor.

16.02.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of METRO and the contractor.

16.02.03 METRO's written response to the claim, as further documented, shall be submitted to the contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the contractor in producing the additional information, whichever is greater.

16.03 Claims over \$50,000

16.03.01 For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), METRO shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims METRO may have against the Contractor.

16.03.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of METRO and the Contractor.

16.03.03 METRO's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

16.03.04 If the Contractor disputes METRO's written response, or METRO fails to respond within the time prescribed, the Contractor may so notify METRO, in writing, either within fifteen (15) days of receipt of METRO's response or within fifteen (15) days of METRO's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, METRO shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

16.03.05 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits their written claim until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

16.04 This section does not apply to tort claims nor shall it be construed to change the time periods for filing tort claims under the California Government Code.

16.05 Public Contract Code Section 20104.4, which is incorporated herein as if fully set forth, establishes procedures for civil actions filed to resolve claims subject to this section and are mandatory for all claims up to \$375,000.00. These procedures include mandatory

submission of the matter to non-binding mediation followed, if necessary, by mandatory submission to judicial mediation.

#### 16.06 Continuance of Work

Disagreement by the Contractor with METRO's determination of the need for, or amount of, an adjustment in the contract price or contract time associated with an approved Contract Change Order (or disagreement with METRO's determination that a change has not occurred and no Contract Change Order is needed), or the pendency of a dispute over a condition or term of the contract shall not relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change as described in the approved Contract Change Order, unless a cessation of work is ordered by METRO.

#### 17. RESERVED

#### 18. PRESERVATION AND CLEANING

The contractor shall clean up the work area at frequent intervals and at other times when directed by METRO. Before final inspection of the work, the contractor shall clean the project site, and surrounding areas impacted by the work. All parts of the work area shall be left in a neat and presentable condition. Final cleaning shall include washing, dusting and sweeping, as needed. Final cleanup will be considered as included in the contract price.

#### 19. COMPLETION OF WORK

When the contractor considers the work to be complete, the contractor shall notify METRO in writing and request that METRO issues a Certificate of Completion. METRO shall make an inspection to determine if the work is complete in accordance with the contract documents. If METRO does not consider the work complete, METRO shall notify the contractor in writing stating the reasons thereof. METRO shall convene a meeting to discuss the findings and the parties shall reach a mutual agreement on the resolution of the outstanding issues and a time frame in which corrective action will be taken to complete the work.

#### 20. FAILURE TO MEET CONTRACT REQUIREMENTS

When the contractor fails to meet requirements of the contract, the product or service may be bought from any source by METRO; and, if a greater price than that named in the contract is paid by METRO, the excess price will be charged and collected from the contractor or sureties on its bond.

#### 21. RISK OF LOSS OR DAMAGE

All loss or damage arising from any unforeseen obstruction or difficulty, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of supplies, material, or equipment, or from any action of the elements prior to the delivery of the work, supplies, materials or equipment, or from any act or omission not authorized by under the contract, shall be sustained by the contractor.

#### 22. FINAL APPROVAL

22.01 Upon written notification by the Contractor that his work is completed and ready for acceptance, inspections and tests shall be performed by the Contractor as directed by, and in the presence of METRO's Representative.

22.02 Contractor shall furnish METRO with certificates of approval and any manufacturer warranties with the application for final payment.

22.03 All pre-final and final punch list items must be completed.

22.04 The following performance evaluation shall be performed by METRO:

22.04.01 Verification of materials to be used.

22.04.02 Verification of proper construction procedures.

22.04.03 Verify proper construction.

22.04.04 Copies of all Lien Releases or Waivers from all Sub-Contractors.

### 23. WARRANTY

Workmanship of Contractor and/or Sub-Contractors shall be warranted free of defects in materials and workmanship for one (1) year from the date of final acceptance by METRO.

### 24. SHIPPING CHARGES

All prices shall include freight FOB to the designated delivery point. METRO will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

### 25. TAXES

The supplies, materials, or equipment called for under the specifications will be used by METRO in the performance of a governmental function and are exempt from taxation by the United States Government. METRO will, if requested, furnish a tax exemption certificate, and any and all affidavits and documents that may be necessary to establish such exemption.

## PART V

# CONTRACT FOR DEMOLITION AND CONSTRUCTION OF A PARKING LOT AT 1217 RIVER STREET, SANTA CRUZ No. 10-07

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 Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz

METRO requires Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . In order to obtain said Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz , the METRO issued an Invitation for Bids, dated August 14, 2009 setting forth specifications for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

#### 1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is \_\_\_\_\_. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz , 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 remodel construction of the building located at Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . 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 Part III, Section 13.14 of the General Conditions of the Contract.

- a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 10-07" dated August 14, 2009 including Addendum numbers \_\_\_ thru \_\_\_.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz as signed by Contractor.

## 2.02 Conflicts

Refer to PART I, Item 1.03, item B.

## 2.03 Recitals

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

## 3. TIME OF PERFORMANCE

### 3.01 General

The work under this Contract shall be completed within eighteen (18) calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

### 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for ninety (90) calendar days after the date of commencement specified in the Notice to Proceed. All construction work shall be completed METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

### 3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

## 4. SCOPE OF WORK

### 4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 10-07 dated August 14, 2009 for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz . The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

### 4.02

Contractor and METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

## 5. COMPENSATION

## 5.01 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, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$ \_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

## 5.02 Release of Claims

Payment by METRO of undisputed contract amounts is contingent upon the Contractor furnishing METRO with a Release of All Claims against METRO arising by virtue of the part of the contract related to those amounts.

## 5.03 Retention of payment

METRO will retain ten (10%) percent of the contract price pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

## 5.04 Change in Contract Price

### 5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.
- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
  1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
  2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
  3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

#### 5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term “cost of work” means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
  2. There will be added to the actual wages as defined above, a percentage set forth in the latest “Labor Surcharge and Equipment Rental Rates” in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers’ compensation insurance and Social Security payments.
  3. The amount paid for subsistence and travel required by collective bargaining agreements.
  4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.

D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.

1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
  2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
  3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
  4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on

other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
  2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
  3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that METRO inspector can confer with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

#### 5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

#### 5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the “Contractor’s Fee,” except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost	Overhead and Profit Allowance
Labor.....	33 percent
Materials .....	15 percent
Equipment.....	15 percent

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor’s total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor’s total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor’s written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:
1. Changes.
  2. Failure of METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which METRO is responsible.
  3. Survey error by METRO.
  4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
  5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
  6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

## 5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, METRO will issue a change order under the procedures described in this Contract. For regulated materials, METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If METRO fails to make such payment in a timely manner, METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "payment" includes payment due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by METRO's financial officer.

## 6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return 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. ENTIRE AGREEMENT

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

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

8. 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

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
Called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of  
the State of \_\_\_\_\_  
Having its principal place of business at \_\_\_\_\_  
In the State of \_\_\_\_\_, and authorized to do business in the State of California, herein called Surety,  
are held and firmly bound unto the Santa Cruz Metropolitan Transit District hereinafter called "METRO",  
"DISTRICT", or "Obligee" in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) being not less than ONE HUNDRED PERCENT (100%) of  
the total amount of the Contract price, lawful money of the United States of America, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for the construction of the MetroBase Project  
Phase 1 and said Principal is required under the terms of said Contract No. 2004-903 to furnish a bond securing  
payment of claims to which reference is made in Section 3248 of the California Civil Code.

NOW, THEREFORE, if said Principal or any of its subcontractors fails to pay any of the persons named in Section  
3181 of the California Civil Code, or the amounts due under the California Unemployment Insurance Code with  
respect to work performed under the Contract, or any amounts required to be deducted, withheld and paid over to the  
California Employment Development Department from the wages of the Contractor and subcontractors pursuant to  
Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, the Surety will  
pay same, in the amount not exceeding the sum specified in this bond, and will also pay, in case suit is brought upon  
this bond, a reasonable attorney's fee, to such claimant and to the Obligee to be fixed by the court.

This bond will inure to the benefit of any persons named in Section 3181 of the California Civil Code so as to give a  
right of action to such persons or to their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 through 3252 inclusive of the California Civil Code and shall inure  
to the benefit of any and all persons, companies and corporations named in Section 3181 of said \_\_\_\_\_ so as to  
give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or  
addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying  
the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the Contract, or to the work or to the special provisions.  
Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance  
Commissioner to transact surety business in the State of California, must sign this Payment bond. In addition, the  
Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and  
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

(Seal)

---

SURETY

---

BY

---

SURETY SEAL

---

ADDRESS OF SURETY

---

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS, the Santa Cruz Metropolitan Transit District, herein called the "DISTRICT" or "METRO" or "Obligee" has entered into Contract No. 10-07 with \_\_\_\_\_ called Principal for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz, and;

WHEREAS, said Principal is required under the terms of Contract No. 10-07 to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound to METRO, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, well and truly to be made being one hundred percent (100%) of the contract amount, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded Principal; its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alteration thereof, made as provided in the Contract, on its part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. And the said surety, for value received, hereby stipulates and agrees to waive the provisions of the **California Civil Code Sections 2819 and 2845.**

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) being not less than FIFTY PERCENT (50%) of the total amount payable to METRO, under this Contract, shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the Principal, or its heirs, executors, administrators, successors, or assigns makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects METRO from cost and damage caused by same, then the obligation in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) shall become null and void, otherwise it shall remain in full force and virtue.

In the event that METRO, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum specified herein above, we agree to pay to METRO, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Contractor and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California, must sign this Performance bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

**FAITHFUL PERFORMANCE BOND**

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_

**[End of performance Bond.]**

## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

#### **1.01 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

#### **1.02 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- A The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.
- C The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **1.03 ACCESS TO RECORDS AND REPORTS**

- A. In accordance with 49 C.F.R. 18.36(i), Contractor agrees to provide METRO, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representative including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 531.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### **1.04 FEDERAL CHANGES**

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

#### **1.05 CIVIL RIGHTS REQUIREMENTS**

- A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor and Subcontractor agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor and Subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**1.06 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- A. METRO, having received federal financial assistance from the FTA is committed to and has adopted a DBE Program in accordance with 49 C.F.R. part 26, issued by U.S. DOT.

It is the policy of METRO to insure nondiscrimination in the award and administration of U.S. DOT assisted contracts and to create a level playing field on which the Disadvantaged Business Enterprises (DBE) can compete fairly for the contracts and Subcontracts relating to METRO's construction, procurement, and professional services activities. To this end, METRO has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the performance of this Contract, the Contractor will cooperate with METRO in meeting these commitments and objectives.

- B. Pursuant to 49 C.F.R. § 26.13, the Contractor is required to make the following assurance in this Contract with METRO and to include this assurance in any Contracts it makes with Subcontractors in the performance of this Contract:
1. The Contractor and each of its Subcontractors 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 C.F.R. Part 26 in the award and administration of U.S. DOT assisted Contracts. Failure by the Contractor or Subcontractor to carry out these Requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as METRO deems appropriate.
  2. Additionally, all of the requirements described in the DBE Program shall be met. A Contract that has a specific DBE participation goal will be described in Part I, Article 1.32 of this IFB.
  3. Any Contractor who would like to request additional information or ask questions regarding METRO's DBE program may contact METRO's DBE Representative through the Contract Specialist.
- C. DBE Program Definitions, as used in the contract:

Any terms used in this Program that are defined in 49 C.F.R. § 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below:

1. Disadvantaged Business Enterprise DBE

A DBE is a for profit, small business concern; 1) that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. Small Business Concern

A small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 C.F.R. Part 121), whose average annual gross receipts for the previous three (3) years does not exceed \$16.6 million (or as adjusted for inflation by the Secretary of U.S. DOT) pursuant to 49 C.F.R. § 26.65(b).

3. Socially and Economically Disadvantaged Individuals

a. There is a rebuttable presumption that an individual is both socially and economically disadvantaged if s/he is a citizen or lawfully admitted permanent resident of the United States and is:

Black American (including persons having origins in any of the Black racial groups of Africa);

Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);

Native American (including persons who are Aleuts, American Indians, Eskimos, or Native Hawaiians); Asian-Pacific American (including persons whose origins are from Brunei, Burma (Myanmar), Cambodia (Kampuchea), China, the Commonwealth of the Northern Marianas Islands, the Federated States of Micronesia, Fiji, Guam, Hong Kong, Indonesia, Japan, Juvalu, Kirbati, Korea, Laos, Macao, Malaysia, Nauru, the Philippines, Samoa, Taiwan, Thailand, Tonga, the U.S. Trust Territories of the Pacific Islands (Republic of Pilau), or Vietnam; Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);

A Woman; or

A member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.

b. Additionally, any individual can demonstrate, by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis. METRO will follow the guidelines in 49 C.F.R. Part 26, Appendix E.

- c. An individual cannot be presumed or determined on a case-by-case basis to be economically disadvantaged if s/he has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence).
  - i. Race-Neutral  
A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes ethnic and gender neutrality.
  - ii. Race-Conscious  
A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.
  - iii. Personal Net Worth  
The net value of the assets of an individual remaining after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participating DBE firm, or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her share of community property.

#### **1.07 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

##### Instructions for Certification

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, METRO may pursue available remedies, including suspension and/or debarment, and/or contract termination.
- B. The Contractor shall provide immediate written notice to METRO if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact METRO for assistance in obtaining a copy of those regulations.
- D. The Contractor agrees that by executing this Contract that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by METRO.
- E. The Contractor further agrees by executing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the Non- procurement List issued by U.S. General Service Administration.

- G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. If a Contractor in a covered by this Contract knowingly enters into a lower tier covered Contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract , in addition to all remedies available to the Federal Government, METRO may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction."

- (1) The Contractor certifies, by execution of this Contract, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the Contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

#### **1.08 BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to METRO the appropriate Buy America Certification, Bid Form – Document 10, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

#### **1.09 LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to METRO.

#### **1.10 CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, as amended 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.11 CLEAN WATER REQUIREMENTS**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.12 DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT**

- A. Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- B. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
  - 1. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - 2. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
6. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - (a) Withholding –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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, METRO may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (b) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
7. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to METRO for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (a) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
8. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

9. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - (a) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
  - (b) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
10. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the

trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (a) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- B. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- C. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- D. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- E. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- F. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- G. Certification of eligibility –
  - 1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**1.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages - 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 moneys 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 paragraph (2) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- F. Section 107 (OSHA):- Contract Work Hours and Safety Standards Act –
  - 1. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees

that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

2. Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

#### **1.14 SEISMIC SAFETY REQUIREMENTS**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **1.15 ENVIRONMENTAL PROTECTION**

A. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969 as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514 as amended, Protection and Enhancement of Environmental Quality, 42 U.S.C. §§ 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. part 1500 et seq.; and joint FHWA/FTA regulations "Environmental and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

#### **1.16 ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standard 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.

#### **1.17 PRIVACY ACT**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

D. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal

Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **1.18 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### **1.19 WARRANTY FOR THE WORK AND MAINTENANCE BOND**

- A. Contractor warrants to METRO that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by METRO, free from faults and defects and in conformance with the contract. All work not so conforming to these standards shall be considered defective. If required by METRO's Construction Manager, the contractor shall furnish satisfactorily evidence as to the kind and quality of material and equipment.
- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (METRO). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to METRO written by the same-corporate surety that provides the Performance Bond and Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

#### **1.20 RECYCLED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **1.21 FLY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with

the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**1.22 CARGO PREFERENCE – USE OF UNITED STATES FLAG - VESSELS**

The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United State, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Seventh Street, S.W., Washington D.C. 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**PART VII  
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 Protester 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**

### **NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

The Santa Cruz Metropolitan Transit District (METRO) has determined that Disadvantaged Business Enterprises (DBE) can reasonable be expected to compete for the opportunities in this Agreement and has established a DBE Availability Advisory 1.32 percentage. It is therefore METRO's expectation that available DBE firms have an opportunity to participate in this Agreement.

#### **1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer".
- The term "Agreement" also means "Contract".
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

#### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49CFR26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encourage to use services offered by financial institutions owned and controlled by DBEs.
- C. Meeting the DBE Availability Advisory Percentage is not a condition for being eligible for award of the Agreement.

#### **3. SUBMISSION OF DBE INFORMATION**

A "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed, pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its

own forces. The DBE joint-venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work./
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (866) 810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the DBE menu titled Search for a DBE Firm
  - Click on the link Click here to Access the DBE Query Form link
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
  - “Start Search”, “Clear Form”, “Civil Rights Home”, and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, telephone (916) 445-3520.

## 6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE Manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution shall be by a long-term lease agreement and not an ad hoc or

Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section item D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased truck must display the name and identification number of the DBE.

## **ATTACHMENT B**

### **STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**

#### **1. SUBCONTRACTORS**

- A. Nothing in this Agreement or otherwise, shall create any contractual relation between METRO and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agree to be as fully responsible to METRO for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation of METRO's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by METRO.
- D. Any substitution of subcontractors must be approved in writing by METRO's Contract Manager in advance of assigning work to a substitute subcontractor.

#### **2. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AVAILABILITY ADVISORY**

- A. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure METRO achieves its federally mandated statewide overall DBE goal, METRO encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with federal funds. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. As required by federal law, METRO has established a DBE goal. In order to ascertain whether the overall DBE goal is being achieved, METRO is tracking DBE participation on all federal-aid contracts.
- C. To assist contractors in ascertaining DBE availability for specific items of work, METRO advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 1.57 percent. METRO also advises that participation of DBEs in the specified percentage is not a condition of award.
- D. Contractor has agreed to carry out applicable requirements to Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.
- E. The contractor should notify the Contract Manager in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
- F. DBE and other small Businesses (SB), as identified in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **3. PERFORMANCE OF DBE CONTRACTORS, AND OTHER DBE SUBCONTRACTORS/SUPPLIERS**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **4. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

- A. 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 a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by METRO. Federal law (49 CFR 26.29) requires that 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 this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **5. DBE RECORDS**

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)", CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the contractor or the contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
  - a. Prior to the fifteenth of each month, the contractor shall submit documentation to METRO's Contract Manager showing the amount paid to DBE trucking companies. The contractor shall also obtain and submit documentation to METRO's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks

from a non-DBE, the contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

- b. The contractor shall also submit to METRO's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the contractor by METRO's Contract Manager.

## 6. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the contractor in writing with the date of certification. Any changes should be reported to METRO's Contract Manager within 30 days.

When reporting DBE participation, material or supplies purchased from DBEs may count as follows:

- B. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- C. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- D. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- E. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and excessive as compared with fees charged for similar services.

When reporting DBE participation, participation of DBE trucking companies may count as follows:

- F. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- G. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- H. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- I. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

- J. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- K. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## ATTACHMENT C

### CONSTRUCTION SCOPE OF WORK

Successful contractor shall furnish all supervision, labor, materials, freight, transportation, equipment, supplies, tools, services and other work as defined in the Invitation For Bid (IFB) No. 10-07 for this Project. Work shall include:

1. Pothole and protect existing 21" diameter high pressure water main. Perform no work until pipe location is confirmed by potholing.
2. Demolish structures and remove all debris, trees, bushes, bamboos, and fences as specified in Attachment D – Construction Drawings.
3. Remove eucalyptus tree on property.
4. Grade property for drainage as specified in Attachment D – Construction Drawings.
5. Provide and install 1/2" medium asphalt mix, section 3" AC over 8" class II Base @ 95% relative compaction as specified in Attachment D – Construction Drawings.
6. Provide and install standard A. C. berm, type "B" asphalt concrete as specified in Attachment D – Construction Drawings.
7. Provide paint striping for parking spaces as specified in Attachment D – Construction Drawings.
8. Provide and install chain link fencing and swing gate as specified in Attachment D – Construction Drawings.
9. Provide and install three inch conduit as specified in Attachment D – Construction Drawings.

Contractor will: obtain all required permits; protect houses identified as "To REMAIN" on construction drawings; site to balance, slope to drain as shown on construction drawing; and provide all surveying work.

**ATTACHMENT D**  
**CONSTRUCTION DRAWINGS**  
**TWELVE (12) DRAWINGS TOTAL**

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS FOUND ON THE WESTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 34 OF PARCEL MAPS AT PAGE 17, SANTA CRUZ COUNTY RECORDS

BASIS OF BEARINGS = N17°08'10"W

**BENCHMARK**

SANTA CRUZ CITY BENCHMARK #B9-01 - 7/8"Ø BRASS TAG SET IN LEAD PLUG ON THE SOUTHWEST CORNER OF RIVER STREET AND VERNON STREET

BENCHMARK ELEVATION = 42.529' (NGVD29)

**LEGEND**

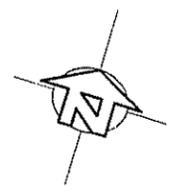
- |                           |                    |
|---------------------------|--------------------|
| ● MONUMENT FOUND AS NOTED | ⊗ WATER VALVE      |
| ⊙ SAN SEWER MAINHOLE      | ⊕ WATER METER      |
| ⊙ MAINHOLE                | ⊕ UTILITY POLE     |
| ⊔ INDICATES RECORD DATA   | ⊕ 8" CONTROL POINT |
- 
- |                   |                         |
|-------------------|-------------------------|
| ——— PROPERTY LINE | ——— ADJACENT PROPERTY   |
| ——— OH            | ——— OVERHEAD LINE       |
| ——— SS            | ——— SANITARY SEWER LINE |
| ——— X             | ——— FENCE               |



CONNER  
2639 OR 499

AIASSA  
A110 OR 024

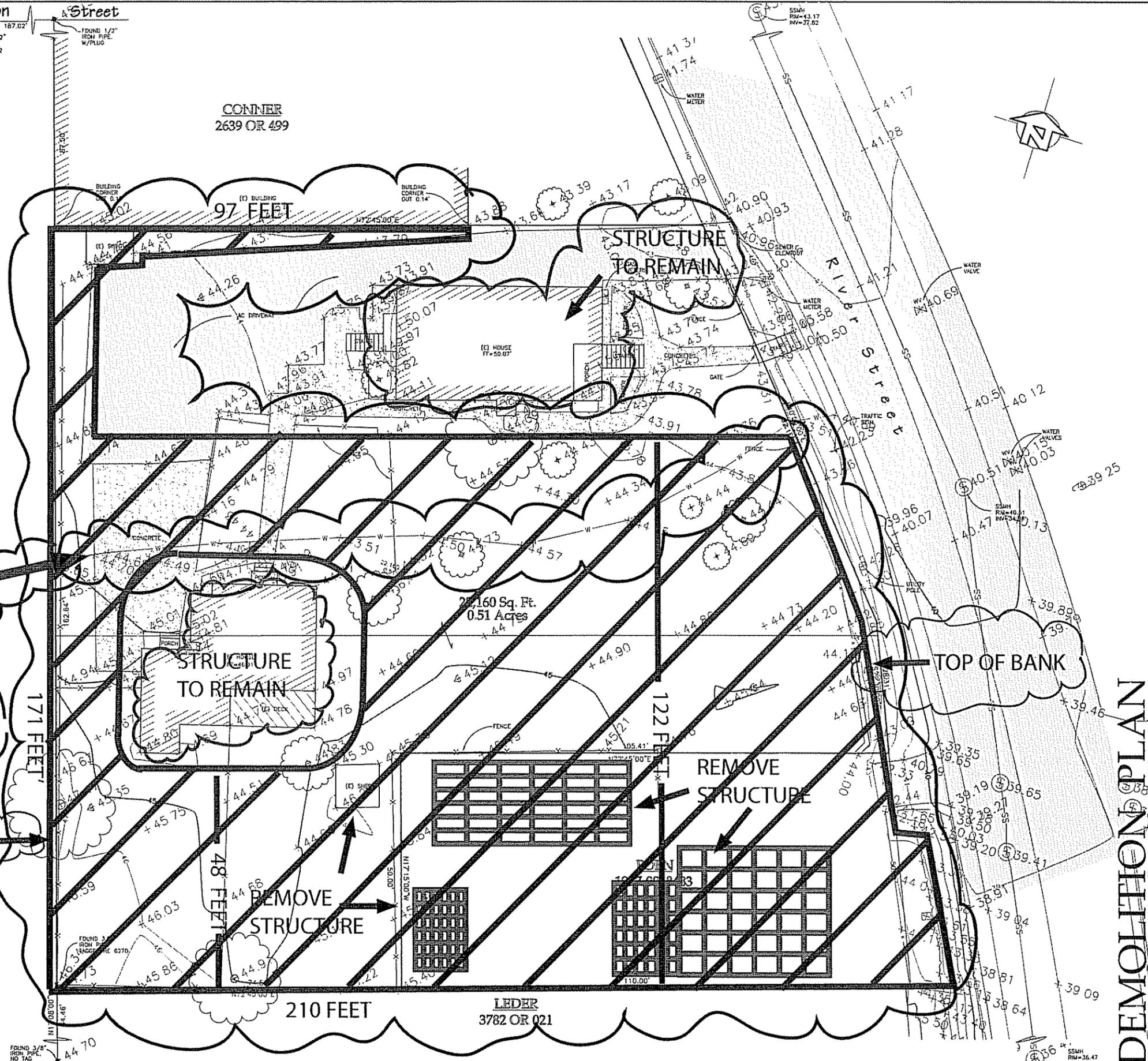
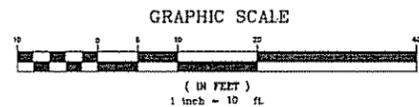
LEDER  
3782 OR 021



POTHOLE 21" H.P. WATER MAIN PRIOR TO STARTING

DEMOLITION AREA  
REMOVE TREES, BUSHES,  
BAMBOOS, STRUCTURES,  
AND FENCES

FACE OF CURB



**DEMOLITION PLAN**

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS FOUND ON THE WESTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 34 OF PARCEL MAPS AT PAGE 17, SANTA CRUZ COUNTY RECORDS

BASIS OF BEARINGS = N17°05'W

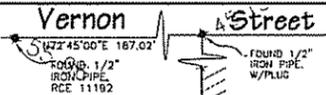
**BENCHMARK**

SANTA CRUZ CITY BENCHMARK #B9-01 - 7/8" BRASS TAG SET IN LEAD PLUG ON THE SOUTHWEST CORNER OF RIVER STREET AND VERNON STREET

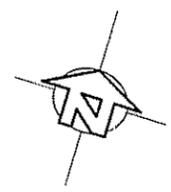
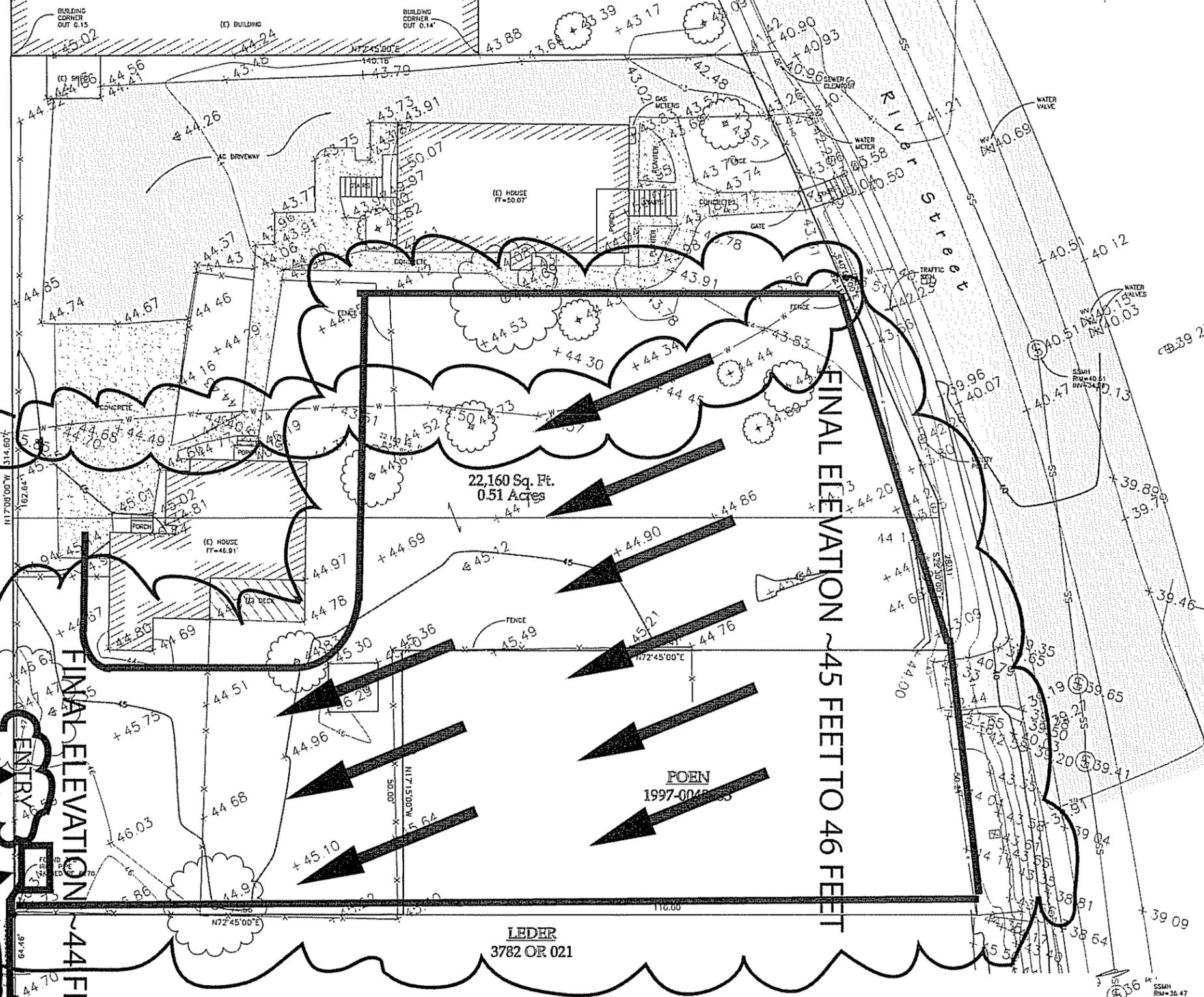
BENCHMARK ELEVATION = 42.529' (NGVD29)

**LEGEND**

- MONUMENT FOUND AS NOTED
- ⊙ SAN. SEWER MAINHOLE
- ⊙ MAINHOLE
- ( ) INDICATES RECORD DATA
- ⊗ WATER VALVE
- ⊙ WATER METER
- ⊙ UTILITY POLE
- ⊙ SET CONTROL POINT
- — — — — PROPERTY LINE
- — — — — ADJACENT PROPERTY
- — — — — OVERHEAD LINE
- — — — — SANITARY SEWER LINE
- — — — — FENCE



CONNER  
2639 OR 499



**AIASSA**  
4110 OR 024

**POHOLE 21" H.P. WAYER MAIN PRIOR TO STARTING**

**DRAIN SKETCH DETAIL**

NEW CATCH BASIN OR CUT THROUGH CURB IF NEEDED DEPENDING ON SLOPE

EXISTING CATCH BASIN

**SEE ENTRY DETAIL PAGE 11**

GRAPHIC SCALE  
( IN FEET )  
1 inch = 10'

**SEE DRAIN SKETCH DETAIL PAGE 8**

**FINAL ELEVATION ~44 FEET**

LEDER  
3782 OR 021

**FINAL ELEVATION ~45 FEET TO 46 FEET**

**CIVIL GRADING PLAN**

Boundary & Topographic Survey for

1217 River Street, Santa Cruz, California

GARY IFLAND & ASSOC.  
SURVEYING | MAPPING | GPS

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS FOUND ON THE WESTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 34 OF PARCEL MAPS AT PAGE 17. SANTA CRUZ COUNTY RECORDS

BASIS OF BEARINGS = N17°05'W

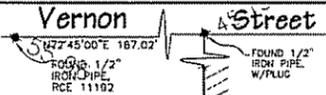
**BENCHMARK**

SANTA CRUZ CITY BENCHMARK #B3-01 - 7/8" BRASS TAG SET IN LEAD PLUG ON THE SOUTHWEST CORNER OF RIVER STREET AND VERNON STREET

BENCHMARK ELEVATION = 42.529' (NGVD29)

**LEGEND**

- |                           |                       |
|---------------------------|-----------------------|
| ● MONUMENT FOUND AS NOTED | ⊗ WATER VALVE         |
| ⊙ SAN. SEWER MANHOLE      | ⊕ WATER METER         |
| ⊙ MAINHOLE                | ⊕ UTILITY POLE        |
| ⊕ INDICATES RECORD DATA   | ⊕ SET CONTROL POINT   |
| — PROPERTY LINE           | — ADJACENT PROPERTY   |
| — OH — OVERHEAD LINE      | — SANITARY SEWER LINE |
| — GS —                    | — FENCE               |
| — X —                     |                       |



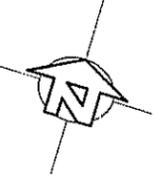
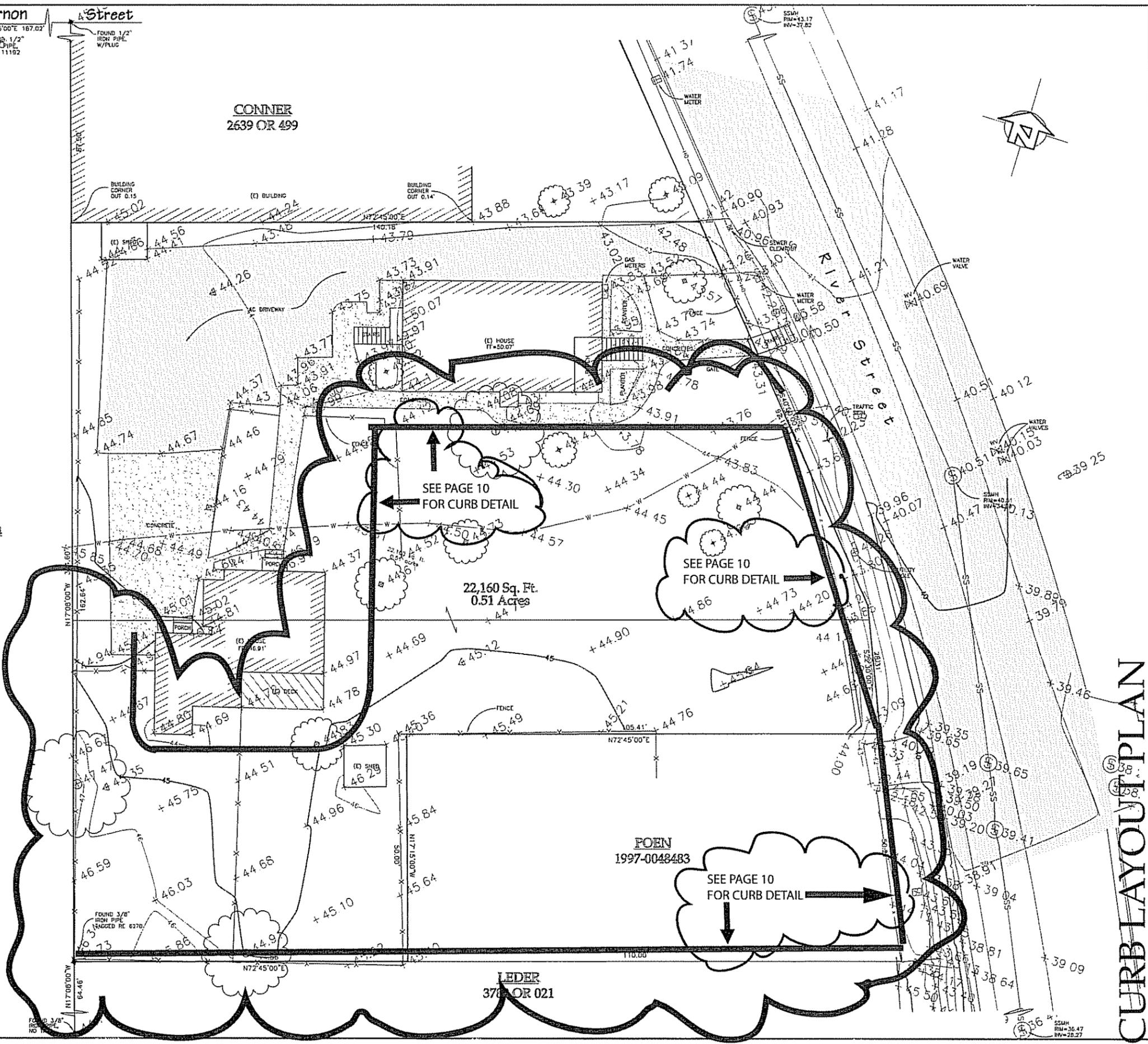
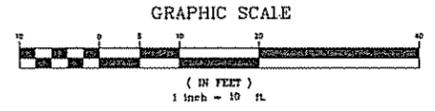
CONNER  
2639 OR 499

AIASSA  
4110 OR 024

LEDER  
378 OR 021

FOEN  
1997-0048483

22,160 Sq. Ft.  
0.51 Acres



REVISIONS  
APPROVED  
**GARY IFLAND & ASSOC**  
SURVEYING | MAPPING | GPS  
300 E. Broadway, Santa Cruz, CA 95061  
Tel: 520.428.2111 Fax: 520.428.2126

Boundary & Topographic Survey for  
1217 River Street, Santa Cruz, California

**CURB LAYOUT PLAN**

**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS FOUND ON THE WESTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 34 OF PARCEL MAPS AT PAGE 17. SANTA CRUZ COUNTY RECORDS

BASIS OF BEARINGS = N17°08'14"W

**BENCHMARK**  
 SANTA CRUZ CITY BENCHMARK #B3-01 - 7/8" BRASS TAG SET IN LEAD PLUG ON THE SOUTHWEST CORNER OF RIVER STREET AND VERNON STREET

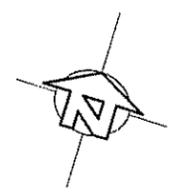
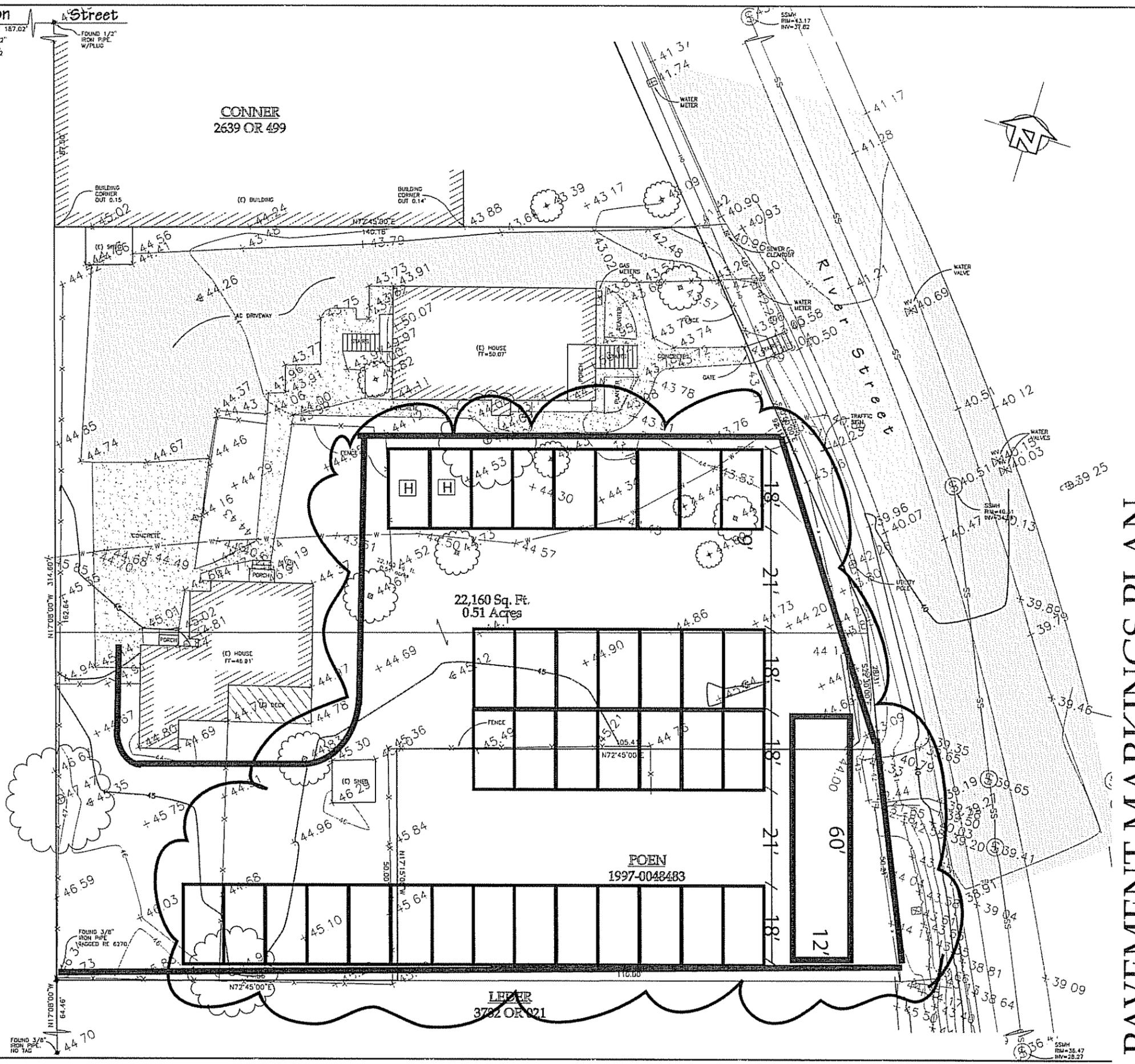
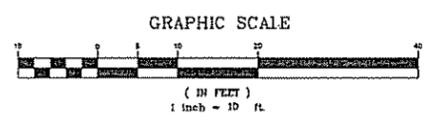
BENCHMARK ELEVATION = 42.529' (NGVD29)

**LEGEND**

- |                           |                     |
|---------------------------|---------------------|
| ● MONUMENT FOUND AS NOTED | ⊗ WATER VALVE       |
| ⊙ SAN SEWER MAINHOLE      | ⊕ WATER METER       |
| ⊙ MAINHOLE                | ⊕ UTILITY POLE      |
| INDICATES RECORD DATA     | ⊕ SET CONTROL POINT |
- 
- |                   |                         |
|-------------------|-------------------------|
| ——— PROPERTY LINE | ——— ADJACENT PROPERTY   |
| ——— OH            | ——— OVERHEAD LINE       |
| ——— SS            | ——— SANITARY SEWER LINE |
| ——— X             | ——— FENCE               |

**AIASSA**  
 4110 OR 024

**[H] HANDICAP SPACE**  
 STANDARD NINE FEET PARKING SPACES WITH FOUR INCH LINES



REVISIONS  
 APPROVED  
**GARY IFLAND & ASSOC.**  
 SURVEYING | MAPPING | GPS  
 2037A Santa Ana Street, Suite 40-B, Santa Cruz, CA 95061  
 Tel: 831.451.7111 Fax: 831.451.0216

**PAVEMENT MARKINGS PLAN**

Boundary & Topographic Survey for  
 1217 River Street, Santa Cruz, California

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS FOUND ON THE WESTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 34 OF PARCEL MAPS AT PAGE 17. SANTA CRUZ COUNTY RECORDS

BASIS OF BEARINGS = N17°05'W

**BENCHMARK**

SANTA CRUZ CITY BENCHMARK #B9-01 - 7/8" BRASS TAG SET IN LEAD PLUG ON THE SOUTHWEST CORNER OF RIVER STREET AND VERNON STREET

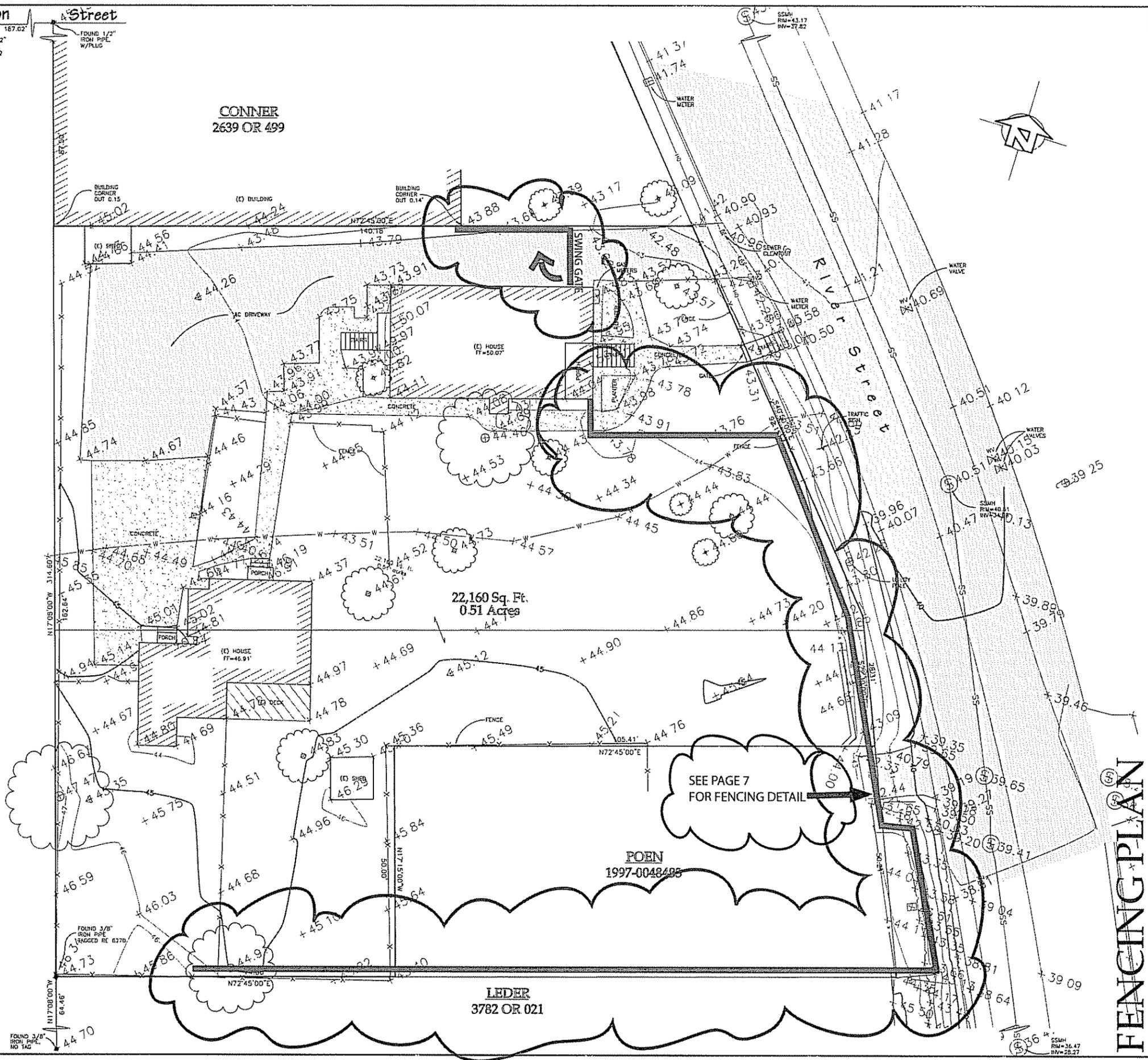
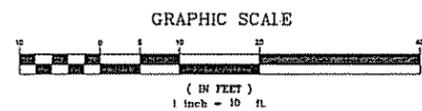
BENCHMARK ELEVATION = 42.529' (NGVD29)

**LEGEND**

- |                           |                     |
|---------------------------|---------------------|
| ● MONUMENT FOUND AS NOTED | ⊗ WATER VALVE       |
| ⊙ SAN. SEWER MAINHOLE     | ⊕ WATER METER       |
| ⊙ MAINHOLE                | ⊕ UTILITY POLE      |
| ⊙ INDICATES RECORD DATA   | ⊕ SET CONTROL POINT |
- 
- |                   |                         |
|-------------------|-------------------------|
| ——— PROPERTY LINE | ——— ADJACENT PROPERTY   |
| ——— OH            | ——— OVERHEAD LINE       |
| ——— SS            | ——— SANITARY SEWER LINE |
| ——— X             | ——— FENCE               |

**AIASSA**  
4110 OR 024

SWING GATE & FENCE TO BE SIX FEET IN HEIGHT.



SEE PAGE 7 FOR FENCING DETAIL

**FENCING PLAN**

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS FOUND ON THE WESTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 34 OF PARCEL MAPS AT PAGE 17. SANTA CRUZ COUNTY RECORDS

BASIS OF BEARINGS = N17°05'W

**BENCHMARK**

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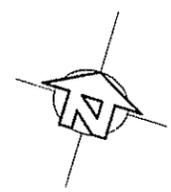
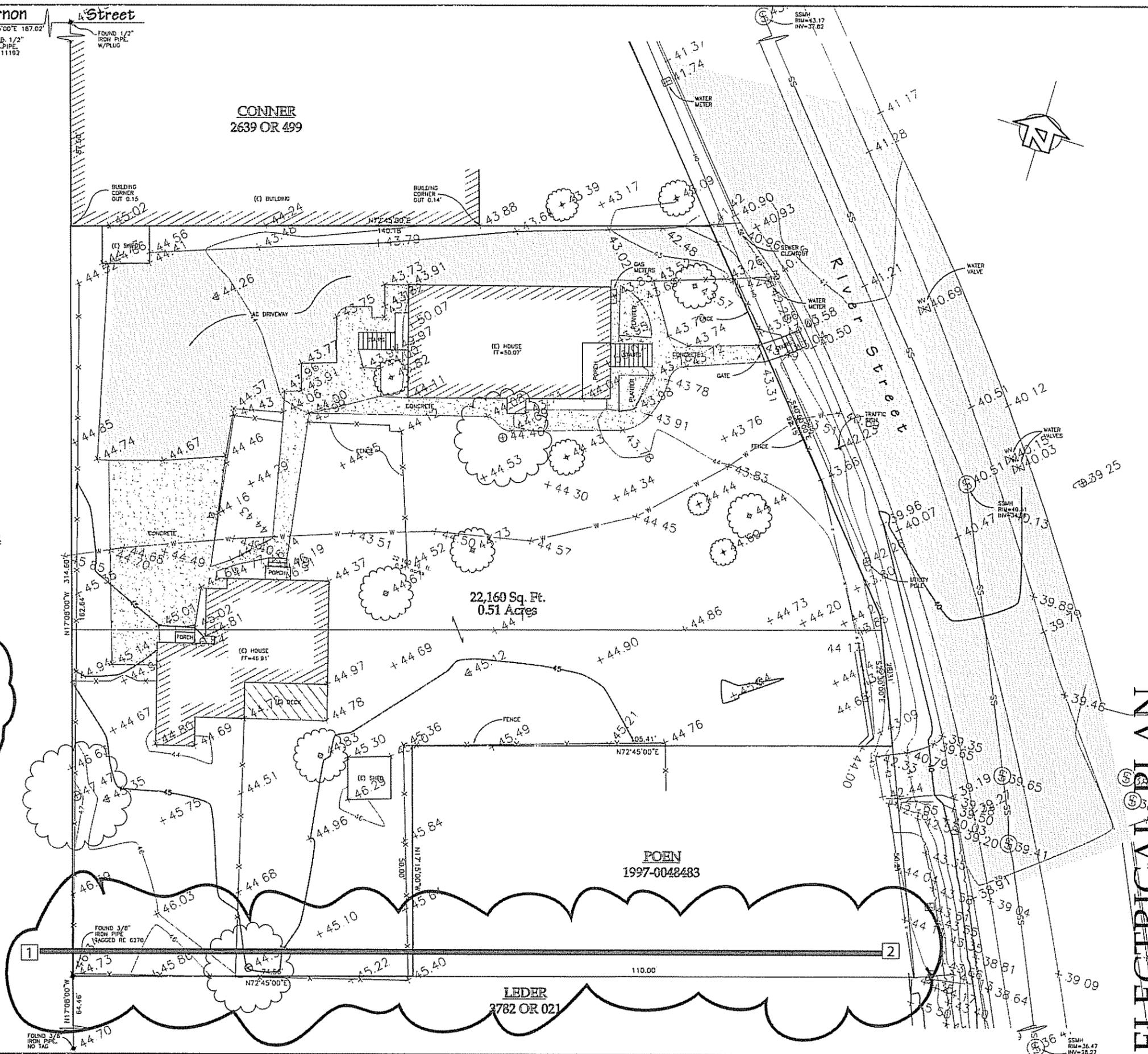
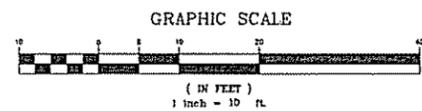
BENCHMARK ELEVATION = 42.529' (NGVD29)

**LEGEND**

- |                           |                     |
|---------------------------|---------------------|
| ● MONUMENT FOUND AS NOTED | ⊗ WATER VALVE       |
| ⊙ SAN. SEWER MAINHOLE     | ⊕ WATER METER       |
| ⊕ MAINHOLE                | ⊙ UTILITY POLE      |
| ⊙ INDICATES RECORD DATA   | ⊙ SET CONTROL POINT |
- 
- |                   |                         |
|-------------------|-------------------------|
| ——— PROPERTY LINE | ——— ADJACENT PROPERTY   |
| ——— OH            | ——— OVERHEAD LINE       |
| ——— SS            | ——— SANITARY SEWER LINE |
| ——— X             | ——— FENCE               |

**AIASSA**  
4110 OR 024

THREE INCH CONDUIT STUBBED AT BOTH SIDES) WITH 1 & 2 AS ENDPOINTS INSIDE A CHRISTY BOX (30" COVER)



REVISIONS  
APPROVED  
**GARY IFLAND & ASSOC.**  
SURVEYING | MAPPING | GPS  
200 Pacific Street, Suite 201, San Jose, CA 95128  
PH: 408.253.7211 FAX: 408.253.0216

Boundary & Topographic Survey for  
1217 River Street, Santa Cruz, California

**ELECTRICAL PLAN**

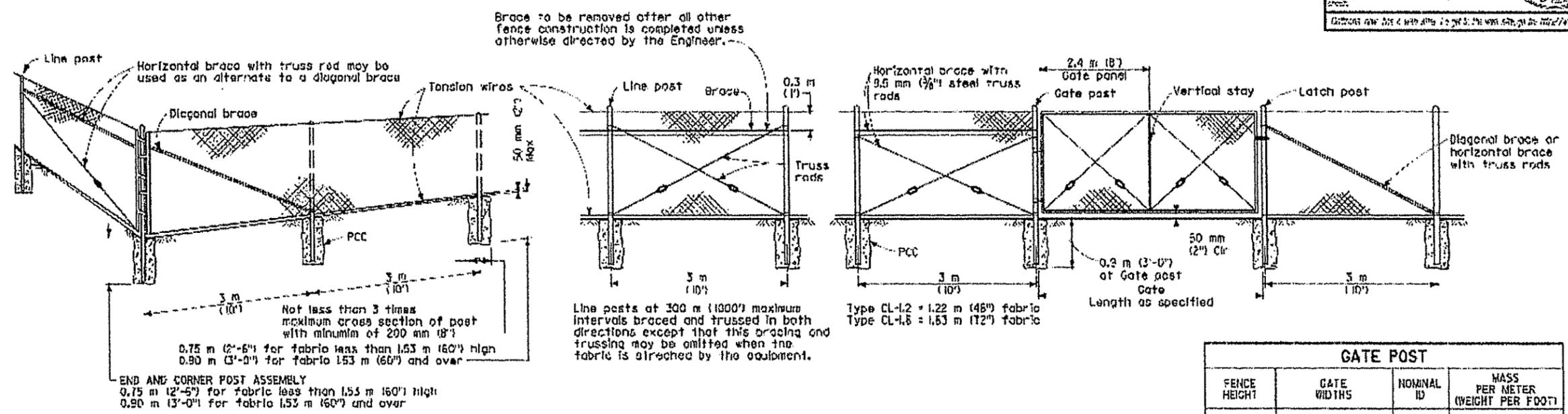
DATE	COUNTRY	SCALE	REVISION	SHEET	TOTAL
July 1, 2002				37	41

Blanca De Leon  
REGISTERED CIVIL ENGINEER

July 1, 2002  
PLANS APPROVED DATE

The State of California or its officers or agents shall be responsible for the proper use of these plans and the contractor shall be responsible for the proper use of the materials and workmanship of the work.

California Civil Code, Section 6700, et seq. and the rules and regulations of the State Board of Professional Engineers and Land Surveyors.



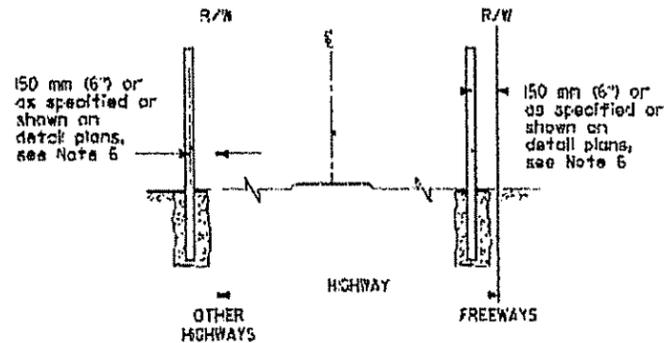
**TYPICAL MEMBER DIMENSIONS (See Notes)**

FENCE HEIGHT	LINE POSTS			END, LATCH & CORNER POSTS			BRACES			
	ROUND ID	H	ROLL FORMED	ROUND ID	ROLL FORMED		ROUND ID	H	ROLL FORMED	
					U	D			U	D
1.83 m (6') & less	40 mm (1 1/2")	48 mm x 41 mm (1 3/4" x 1 3/4")	48 mm x 41 mm (1 3/4" x 1 3/4")	50 mm (2")	89 mm x 89 mm (3 1/2" x 3 1/2")	51 mm x 44 mm (2" x 1 3/4")	32 mm (1 1/4")	38 mm x 33 mm (1 1/2" x 1 3/8")	41 mm x 32 mm (1 3/8" x 1 1/4")	44 mm x 32 mm (1 3/4" x 1 1/4")
Over 1.83 m (6')	50 mm (2")	57 mm x 51 mm (2 1/4" x 2")	51 mm x 44 mm (2" x 1 3/4")	63 mm (2 1/2")	89 mm x 89 mm (3 1/2" x 3 1/2")	63 mm x 63 mm (2 1/2" x 2 1/2")	32 mm (1 1/4")	38 mm x 33 mm (1 1/2" x 1 3/8")	41 mm x 32 mm (1 3/8" x 1 1/4")	44 mm x 32 mm (1 3/4" x 1 1/4")

**GATE POST**

FENCE HEIGHT	GATE WIDTHS	NOMINAL ID	MASS PER METER (WEIGHT PER FOOT)
1.83 m (6') and less	Up thru 1.83 m (6')	65 mm (2 1/2")	7.37 kg (16.35 lbs)
	Over 1.83 m (6') thru 3.66 m (12')	100 mm (4")	16.06 kg (35.41 lbs)
	Over 3.66 m (12') thru 5.49 m (18')	125 mm (5")	21.76 kg (48.01 lbs)
	Over 5.49 m (18') thru 7.32 m (24') Max	150 mm (6")	28.23 kg (62.31 lbs)
Over 1.83 m (6')	Up thru 1.83 m (6')	80 mm (3")	11.25 kg (24.85 lbs)
	Over 1.83 m (6') thru 3.66 m (12')	125 mm (5")	21.76 kg (48.01 lbs)
	Over 3.66 m (12') thru 5.49 m (18')	150 mm (6")	28.23 kg (62.31 lbs)
	Over 5.49 m (18') thru 7.32 m (24') Max	200 mm (8")	42.49 kg (93.75 lbs)

Above post dimensions and masses are minimums. Larger sizes may be used on approval from the Engineer.



**FENCE LOCATION**

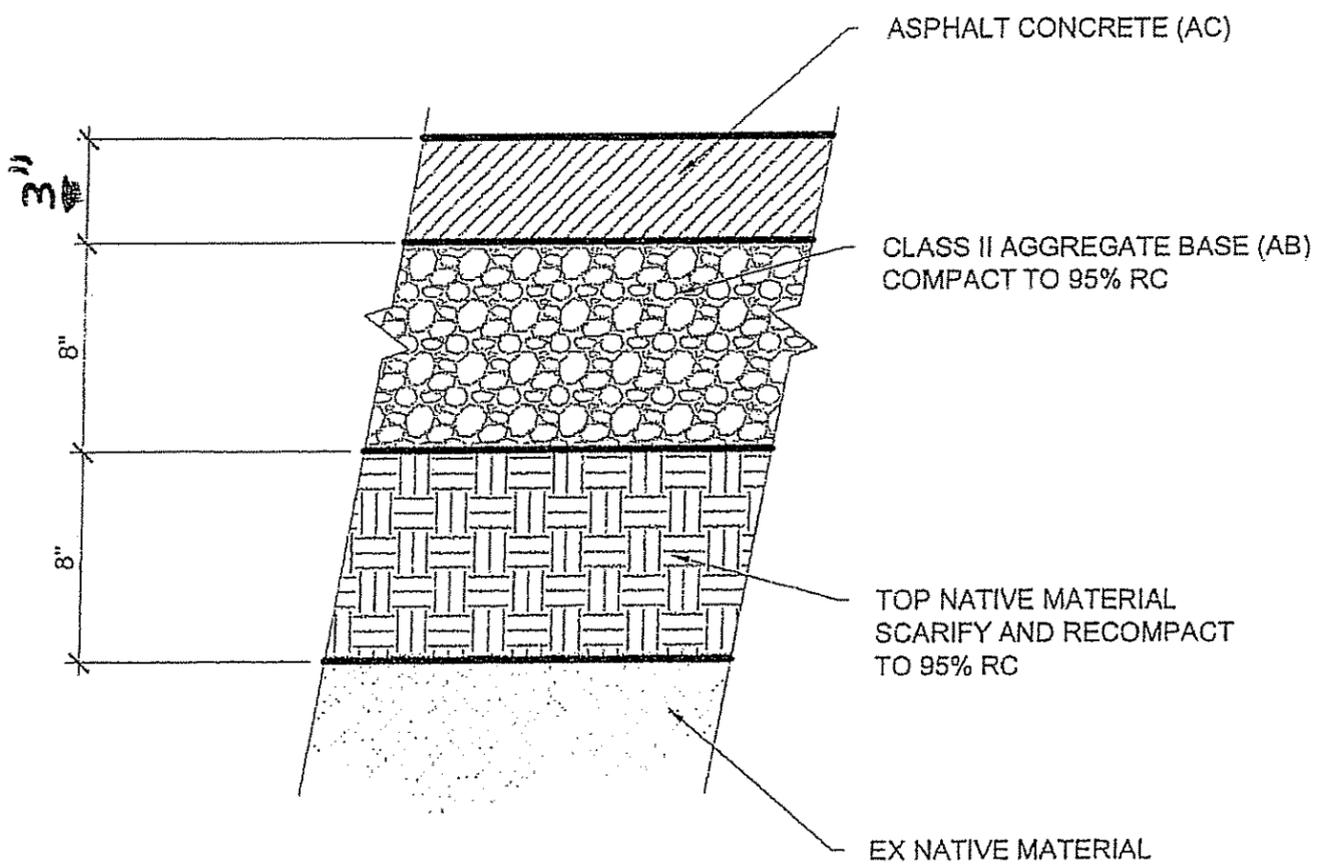
- NOTES**
- The above table shows examples of post and brace sections which may comply with the Specifications.
  - Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
  - Other sections which comply with the strength requirements and other provisions of the Specifications may be used on approval of the Engineer.
  - Options exercised shall be uniform on any one project.
  - Dimensions shown are nominal.
  - Offset to be 0.60 m (2'-0") at monument locations, measured at right angles to R/W lines. Taper to achieve offset to be at least 6 m (20') long.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CHAIN LINK FENCE**

These "Standard Plans for Construction of Local Streets and Roads" contain units in two systems of measurement: International System of Units (SI or "metric") and United States Standard Measures shown in the parentheses (i.e. the measurements expressed in the two systems are not necessarily equal or interchangeable. See the "Foreword" at the beginning of this publication.

NO SCALE

2002 DUAL UNITS STD PLAN A85



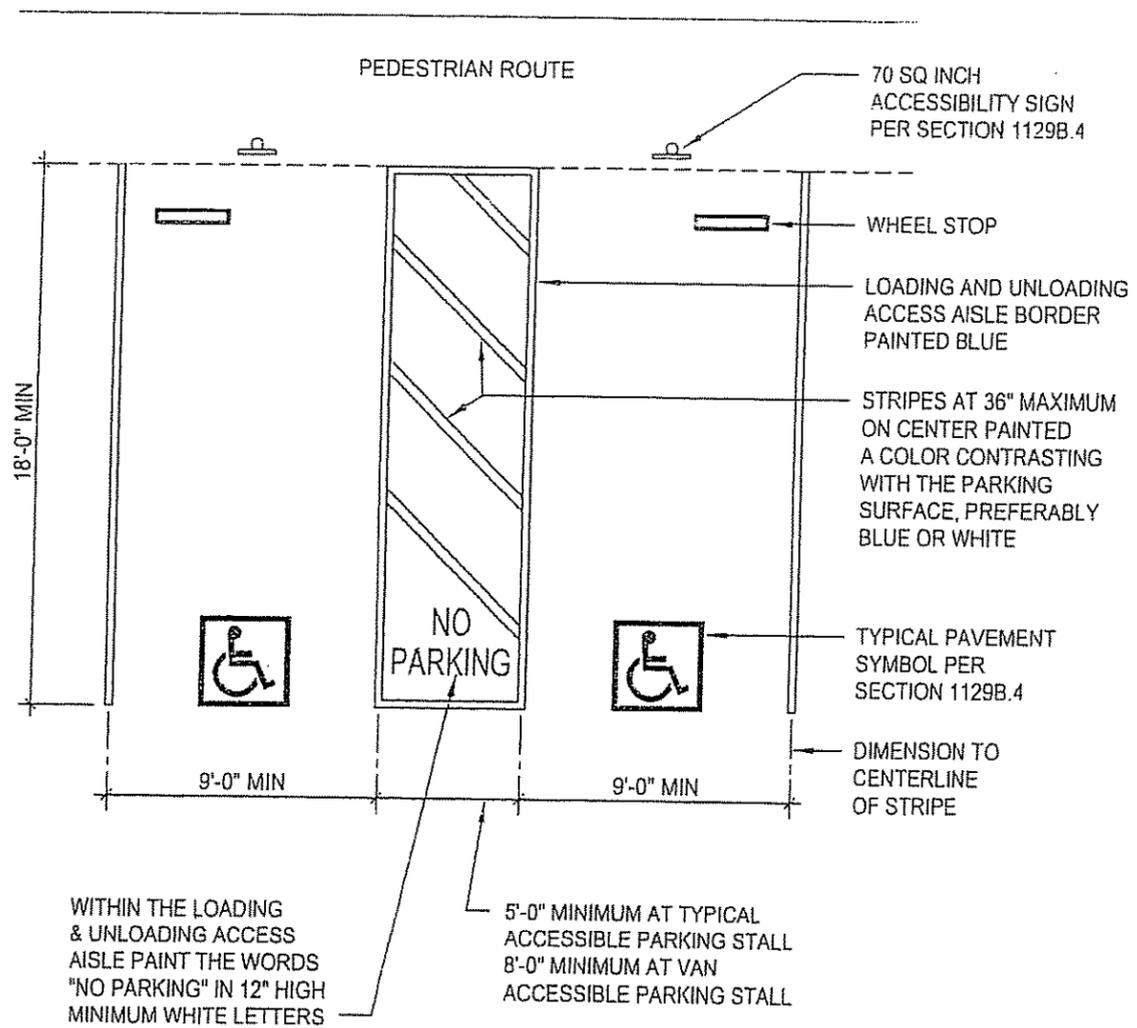
1

VEHICULAR AC PAVEMENT

PAGE 8

1 1/2" = 1'-0"

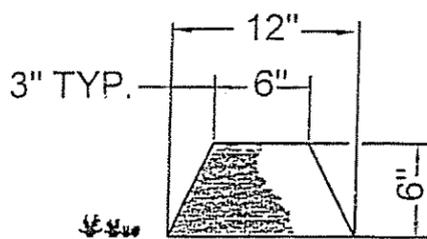
RE:



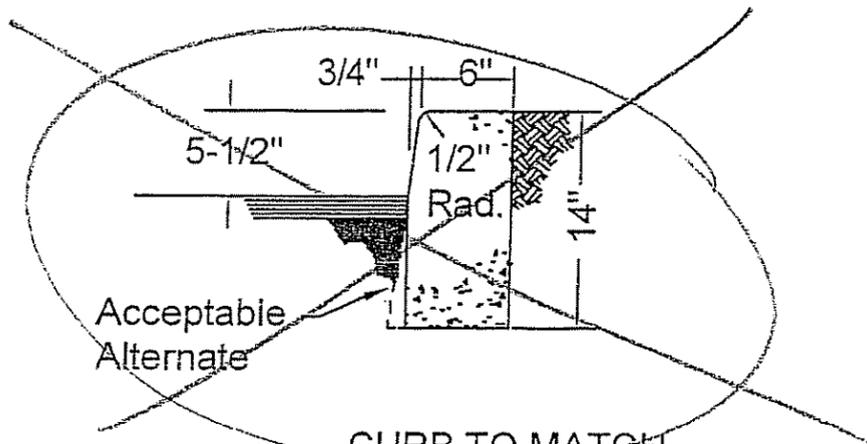
THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION

FIGURE 11B-18A—DOUBLE PARKING STALLS

PAGE 9



STANDARD A.C. BERM



CURB TO MATCH  
STANDARD CURB AND GUTTER

**NOTES:**

1. CONCRETE TO BE SIX-SACK, CLASS "A".
2. ALL DIMENSIONS ARE TRUE, ALLOWANCE FOR NOMINAL MEASURE HAS BEEN GIVEN.
3. PLACE EXPANSION JOINTS EVERY 60 FEET, COLD JOINTS EVERY 20 FEET.
4. FOR A.C. BERM, TYPE "B" ASPHALT CONCRETE WILL BE USED WITH A MAXIMUM AGGREGATE SIZE OF 1/4 INCH.
5. APPLY RS-1 ASPHALTIC EMULSION BELOW A.C. BERM

*Page 10*

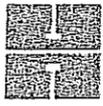


CITY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

**CURB AND BERM**

CITY ENGINEER: \_\_\_\_\_

DATE:	APRIL 2003
SCALE:	NONE
DWG NO.	12 OF 23

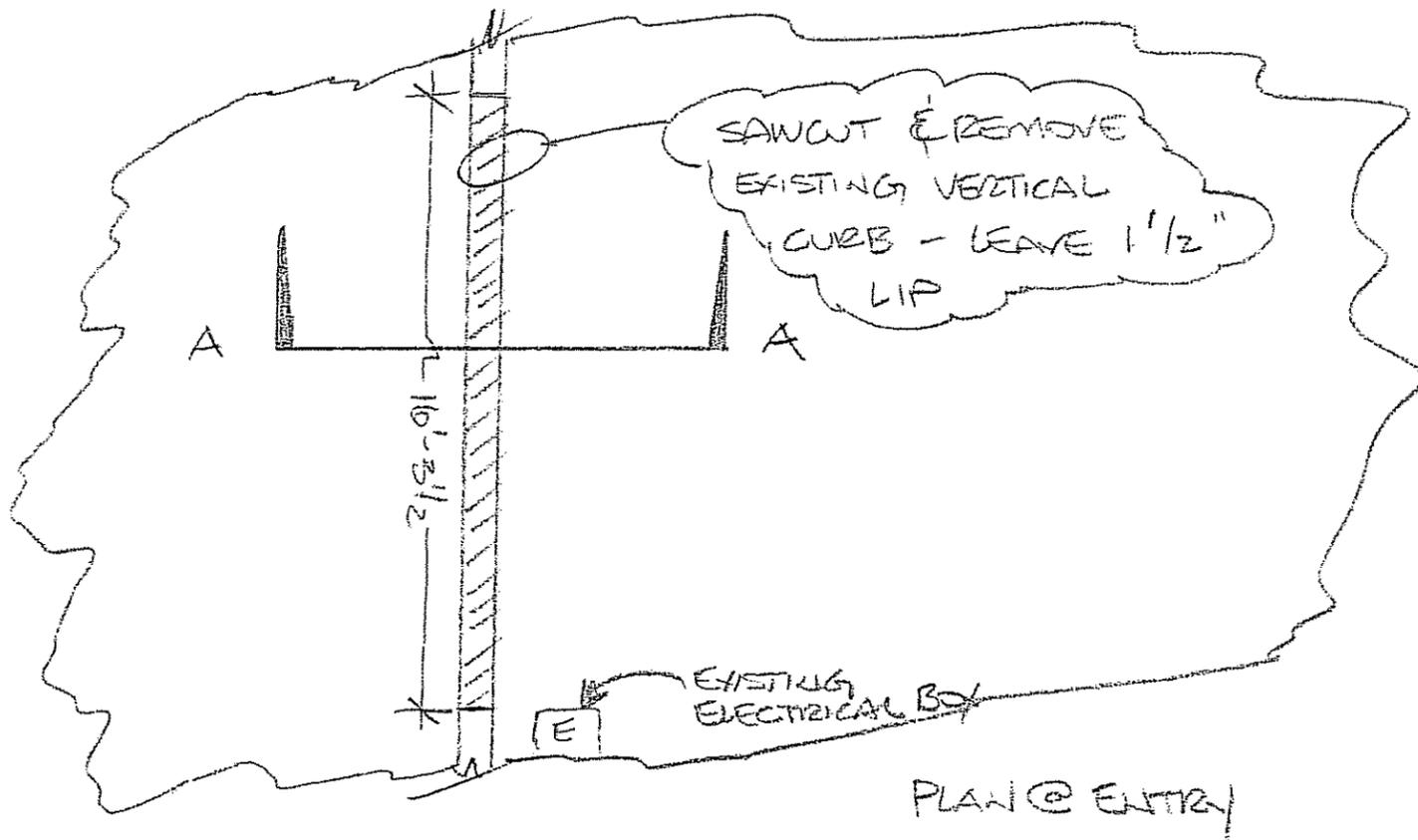


**Harris & Associates**  
Program Managers • Construction Managers  
Civil Engineers • Architects • Municipal Managers

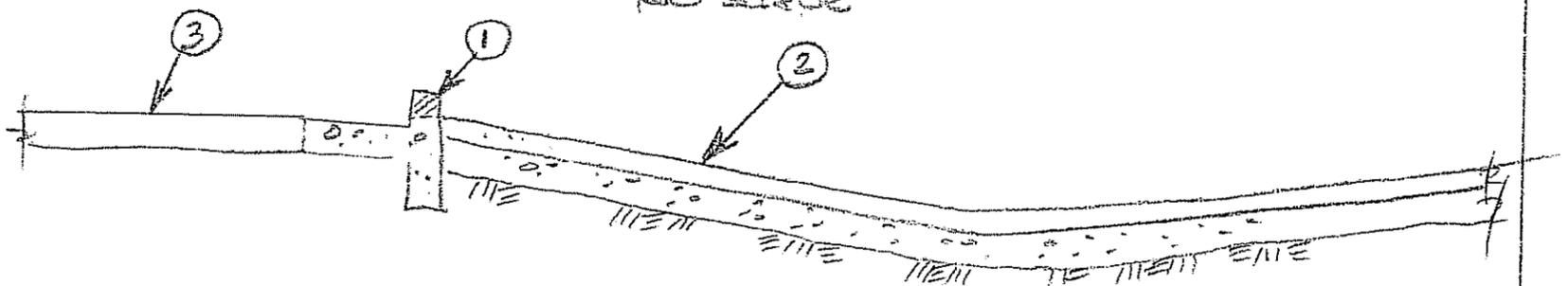
Project PARKING LOT FOR METRO Sht. 11 of 11

Description \_\_\_\_\_

Proj. No. \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_ Chk'd By \_\_\_\_\_



SECTION A-A  
NO SCALE



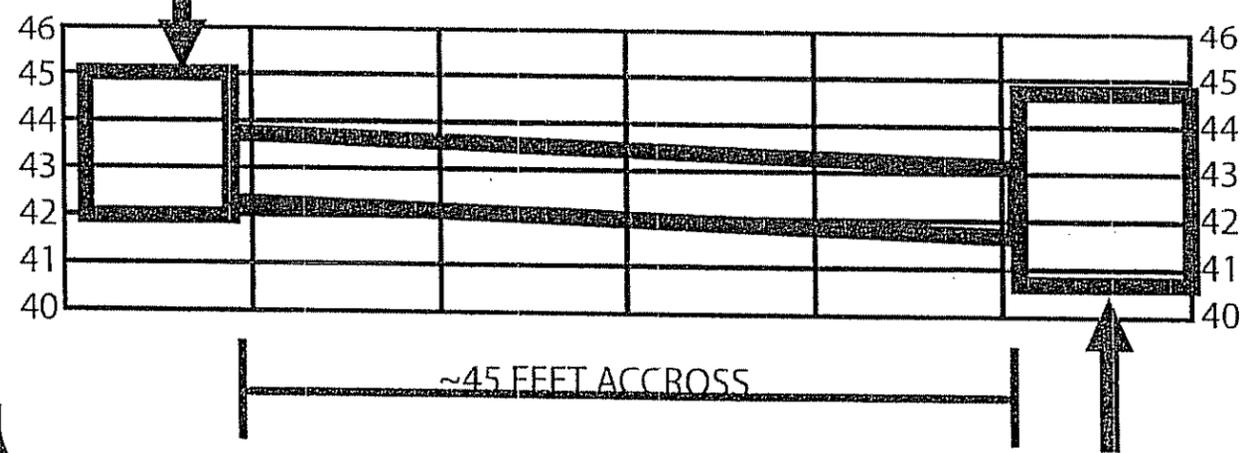
- ① DEMO PART OF EXISTING VERTICAL CURB, LEAVE 1 1/2" LIP AT GUTTER FOR FLOW LINE
- ② NEW PARKING LOT PAVING - CONFORM TO SAW-CUT AT VERTICAL CURB @ ENTRY
- ③ EXISTING CONCRETE PAVING

AIASSA  
4110 OR 024

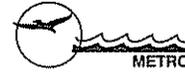
# POTHOLE EXISTING WATERLINE

## DRAIN SKETCH DETAIL

NEW CATCH BASIN OR CUT RHOUGH CURB  
IF NEEDED DEPENDING ON SLOPE



N17°08'00"W 314.60'



**ADDENDUM NO. 1**

**Santa Cruz Metropolitan Transit District Invitation for Bids (IFB)**

**No. 10-07 For Demolition and Construction of a  
Parking Lot at 1217 River Street, Santa Cruz**

**BID DUE DATE: September 14, 2009 @ 2:00 PM, PST**

**Date of Addendum Issue: September 4, 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. 10-07 for Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz. This Addendum shall become a part of the original IFB as issued by the Santa Cruz Metropolitan Transit District and the bid date and time remain unchanged at September 14, 2009 @ 2:00 PM, PST.

**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@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:**

**1.1 Addendum No. 1: 2 pages—plus Attachments:**

- Attachment A: The minutes of the pre-bid meeting conducted on August 25, 2009
- Attachment B: List of attendees to the pre-bid meeting.
- Attachment C: Plan holder's list as of September 4, 2009.

**2. CHANGES TO PREVIOUS ADDENDA: (None)**

**3. BIDDERS REQUESTS FOR CLARIFICATIONS:**

3.1 *QUESTION: The electrical plan call out for 3 inch conduit stubbed to both sides with endpoints inside a Christy box. What size Christy box is required?*

**Answer: There is an existing Christy box of 12" x 18", please provide one of the same size.**

3.2 *QUESTION: Civil Grading Plan; please advise as to the finished grade elevations for the parking lot and the top of asphalt curb. Civil Drawings do not address this issue.*

**Answer: Finish grade is shown in the Grading Plan, and top of curb is 6" per Plan Page 10.**

**Addendum No. 1 – Issue: September 4, 2009**

3.3 *QUESTION: There does not appear to be sufficient on site soil to balance for required slope. Are there import soil requirements?*

**Answer: After the demolition, if there is extra soil needed to balance the site, a request can be made during construction.**

3.4 *QUESTION: Do you have a plan for drainage requirements for the parking lot? Re: Curb/gutter location.*

**Answer: Drainage is to slope as shown in Grading Plan and Sketch to Drain.**

3.5 *Question: On the demo plan it shows removing the concrete in front of the rear house which is clear. The grading and paving plan isn't clear if that area gets paved or not?*

**Answer: The area in front of Unit C gets paved.**

3.6 *Question: During the job walk you said the house and structures at 1211 River Street have been abated . Do you have the final reports ?*

**Answer: Yes. The successful contractor will receive a copy of the report.**

3.7 *Question: Have you started a J# with bay area air quality ?*

**Answer: No**

3.8 *Question: Part of the bid package for the above named project asks for financial statements. Please let me know what information you are looking for, a year end reviewed statement or would an in-house interim statement be sufficient?*

**Answer: Please review page II-6, item 11 which states as follows:**

Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. ***The current financial statement must be prepared by a Certified Public Accountant.*** If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District. Bidder's current financial statement must demonstrate Bidder's financial viability and financial ability to perform this Project and Bidder's other scheduled projects.

**4. CHANGES TO IFB TERMS, CONDITIONS AND SPECIFICATIONS:**

4.1 Chain link fence material to include privacy slats.

4.2 Existing wooden fence between properties separating 1211 River Street and private residence on 1205 River Street is to be removed.

**END OF ADDENDUM NO. 1**

Lloyd Longnecker  
Purchasing Agent

# ATTACHMENT - A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Minutes- Pre-Bid No. 10-07**  
**Pre-Bid Meeting**

**August 25, 2009**

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A Pre-Bid meeting for New Parking Lot at 1217 River Street, Santa Cruz (RFP No. 10-07) was held at the District's Encinal Conference Room, 370 Encinal Street, Suite 100, Santa Cruz, California on Tuesday, August 25, 2009, at 9:00 a.m.

1. **CALL TO ORDER**

Lloyd Longnecker called the meeting to order at 9:00 a.m.

**PRESENT**

**Please see Attachment – B**

Lloyd Longnecker: Greeted everyone and announced what the pre-bid conference was for and introduced himself and Frank Cheng.

If you haven't received a copy of the bid documents I can get one to you as long as I have your company name and address for the mailing of the addendum. There will be an addendum going out on September 4<sup>th</sup> which will be the minutes of this meeting and answers to any questions received.

Some dates of importance to note is that the last day for any written questions I have right now is August 31<sup>st</sup>, at 5:00 p.m. I prefer if they were emailed to me, you have my business card and I believe it is posted throughout the bid document as well.

A list of all attendees to this meeting will also be included in the addendum. For those of you that I have your email address I will send the document to you both electronically and a printed version, so you'll get one quicker than the printed document.

Of course the due date for this project is 14<sup>th</sup> of September at 2:00 p.m. It will be a public bid opening.

So at this point I'll let Frank give an overview of what the project is all about. Then if we have any questions that we can answer today we'll do so and those that we can't we'll provide the answers on the addendum.

Frank Cheng: Well the project pretty much consists of two properties: 1211 River Street and 1217 River Street. They're both owned by METRO and the majority of the work is on 1211, but it also encompasses 1217 and that's why the address is 1217.

This bid is residential and there are residential units on the site, which are one building, one garage and three small sheds. Everything pretty much gets demolished on this site according to the drawings. Just grading towards east bound way of the property, which is going up on this map that you see back here. Pretty much just graded that way so

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

that we can have some type of drainage connected to our existing catch basin that pretty much does the oil separation. So pretty much it's a simple project where we demolish the site, do some grading and then put asphalt on the whole majority of the site and then stripping at the end for laying out where the parking layout is going to be.

We're going to go to the site after this meeting. To get there, see on the map where the X's on Encinal, pretty much go down Encinal make a left on River Street and make a left on Golf Club and just park there. Then I'll take you from Golf Club Drive to the site. It is accessible via Golf Club.

And that's pretty much the overview of the project. I'm expecting this to be a pretty quick turn around. Three weeks to demolish the site and all the work that is needed. The estimated cost is \$50,000.00. Do you have any questions?

Unidentified Speaker: Do you know if there was an asbestos survey done on the building?

Frank Cheng: Yes asbestos has been done and abatement has been completed. A major point there is a main water line across the site. So pretty much there must be on the ...that's the main water line. It's a 21" pipe that we just need to make sure we pot hole before we do any demolition on the site just to verify where it is.

From our project that's above the site that pipe should be fairly below the top of the surface so it shouldn't be a problem, but just in case we want to make sure we know where it is and do not hit it.

Unidentified Speaker: Do you know what kind of material the water pipe is? Is it steel lined?

Frank Cheng: I don't know right now.

Lloyd Longnecker: We'll find out and include the information on the addendum.

Lloyd Longnecker: Any other questions? Doesn't sound like it. Okay well why don't we adjourn and go over to the site and we'll probably get more of your questions answered over there.

## **2. ADJOURN**

The meeting adjourned at 9:15 a.m.

Respectfully submitted,

KAREN BLIGHT  
Administrative Assistant

## IFB No. 10-07 Pre-Bidders Conference Attendees

COMPANY NAME AND ADDRESS	CONTACT	PHONE	FAX	EMAIL ADDRESS
Knowlton Construction P O Box 1154, Freedom CA 95019	Bill Knowlton	831-722-1730	831-722-3084	ssknowlton1@netzero net
Earthworks Paving Contrators Inc. 3109 Kennedy Drive, Capitola CA 95010	Jim Polizzi and Ric Straus	831-475-1223	831-475-1173	jimp@earthworkspaving com
Galedrige Construction, Inc 1369 #B Moffat Street Alviso, CA 95002 ( P O BOX )	Charles Strauhal, Jr	408-946-7782	408-946-7971	chuckycal12007@yahoo com
David Calhoun General Engineering 130 Stoneybrook Way Santa Cruz, CA 95060	Dave Calhoun	831-706-8326	831-426-5305	santacruzmtbike@rol com
Granite Construction Co 580 W. Beach St. Watsonville CA	Bryan Kerko	831-479-9960	831-761-1042	bryan kerko@gcinc com
Parc Servias 253 Rickenbacker Circle, Ste b, Livermore CA 94551	Mark Hughes	925-371-4610	925-577-4610	markhughes@parc-ics com
AMC Grading 190 Rainbow Lane Watsonville CA 95076	Steve Gonzales	831-763-2538	831-763-2555	acconstruction@sbcglobal net
CRW Industries Inc 1157 Dell Ave Campbell CA	William Burr & April Ouelette	408-378-2477	408-378-2501	bburr@crwindustries com
Pavex/Graniterock 411 Walker Street Watsonville CA 95076	Hans Maschmeyer	831-768-2709	831-722-5153	hmaschmeter@graniterock com
Norcal Contractor 1615 Devonshire Way, Salinas CA 93906	Arnoldo Gonzulez	831-238-1513	831-444-0357	gonzulez arnold@sbcglobal net
Buccaneer Demolition 618 S. First Street San Jose CA 95113	Don Hohnson	408-977-7979	408-977-7983	djohnson@buccaneerdemolition com
Don Chapin Company 560 Crazy Horse Canyon Road, Salinas CA 93907-8434	Justin Hodges	831-449-4273	831-449-0700	jhodges@donchapin com

ATTACHMENT - B

# ATTACHMENT - C

**10-07 Parking Lot Project at 1217  
River Street.  
Due: Sept. 14, 2009 @ 2pm**

**Salinas Valley Builders Exchange  
20 Quail Run Circle  
Salinas CA 93907**

**Santa Cruz Builders Exchange  
1248 Thompson Ave  
Santa Cruz CA 95062**

**Santa Clara Builders Exchange  
400 Reed Street  
Santa Clara CA 95050**

**Builders Exchange of the  
Central Coast  
100 12th Street, Bldg 2861  
Marina CA 93933**

**Mario A Maciel  
M.C.B.I.D. Planroom  
11445 Commercial Parkway  
Castroville CA 95012**

**Stephanie Straus  
Earthworks Paving Contractors, Inc.  
310 A Kennedy Drive  
Capitola CA 95010**

**Bryan Kerko  
Granite Construction Company  
P O Box 720  
Watsonville CA 95077**

**AMC Grading, Inc.  
190 Rainbow Lane  
Watsonville CA 95076**

**A &T Paving  
895 Enterprise Road  
Hollister CA 95023**

**Betz Construction, Inc.  
2431 Freedom Blvd  
Watsonville CA 95076**

**The Don Chapin Co., Inc.  
560 Crazyhorse Canyon Road  
Salinas CA 93907**

**Graniterock  
Pavex Construction Div.  
411 Walker Street  
Watsonville CA 95076**

**Phil Greene Construction  
5925 Briarcliff Terrace  
Watsonville CA 95076**

**Martinez Paving & Grading  
1821 Jarvis World  
Santa Cruz CA 95065**

**Norcal Contractor  
1615 Devonshire Way  
Salinas CA 93906**

**Reber Construction Co., Inc.  
P O Box 273  
Santa Cruz CA 95061**

**S&J Carrera Construction, Inc.  
1961 Main Street  
Watsonville CA 95076**

**Silvestri Construction, Inc.  
2100 Garden Road, Ste 10  
Building B  
Monterey CA 93940**

**West Bay Builders, Inc.  
Nicole Brewer  
250 Bel Marin Keys Boulevard  
Building A  
Novato CA 94949**

**Robert F. Enz Construction Inc  
Mark Magdaleno  
700 Park Center Drive  
Hollister CA 95023-2561**

**Jos J. Albanese, Inc.  
Sean McHugh  
986 Walsh Ave  
Santa Clara CA 95050**

**Mandy Mock  
American Asphalt  
24200 Clawiter Road  
Hayward, CA 94545  
Office: (510) 723-0280 x27  
Fax: (510) 723-0290  
Email: [mandy@americanasphalt.com](mailto:mandy@americanasphalt.com)**

**CRW INDUSTRIES INC  
OWNER WILLIAM BURR  
1157 DELL AVE STE B  
CAMPBELL CA 95008  
PHONE 408-378-2477  
FAX 408-378-2501**

**Galedrige Construction, Inc.  
c/o Janey Lee  
1369 #B Moffat Street  
Alviso, CA 95002**

**Bart Bruno  
Monterey Peninsula Engineering  
192 Healy Ave.  
Marina, CA 93933**

**Don Johnson  
Buccaneer Demolition  
618 S. First Street  
San Jose CA 95113**

**John Staana  
NO FAULT ASPHALT, INC.  
P.O. BOX 50877  
PALO ALTO, CA 94303**

II. BID FORM  
Document 1

EXHIBIT - B

FOR: Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz

BID TO: Santa Cruz Metropolitan Transit District  
Attention: Lloyd Longnecker, Purchasing Agent  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

BID FROM:

PARC Services, Inc.  
(Print Name of firm submitting Proposal)

253 Rickenbacker Circle Suite B  
(Address)

Livermore, CA 94551  
(City, State, Zip Code)

(925) 371-4610 (925) 606-8704  
(Telephone) (Fax)

g/parcba@pacbell.net  
(Email address)

*Bidder's Declarations and Statement of Understanding*

- 1) The Bidder declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Form, the IFB and bidder's supporting documentation constitute parts of the bid and are incorporated herein by reference. Bidder acknowledges that addenda numbers 1 through 1 have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of the bid.
- 2) The Bidder declares that he/she understands that all portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the Bid Form, bidder must provide the following completed documents: Statement of Bidder's Qualifications, Experience, Financial Viability and Ability and Project Capacity, Non-Collusion Affidavit, Bidder's Bond or Security as required, Certification(s) regarding Disbarment for Prime Contracts over \$100,000.00, for subcontracts over \$100,000.00, and for subcontracts under \$100,000.00, Disclosure of Governmental Positions, Designation of Subcontractors, Buy America Certificate, Certification Regarding Lobbying, Disadvantaged Business Enterprise (DBE) Certification and Information Report, Statement of Compliance, Apprenticeship Employment Certification, Workers' Compensation Certification and Conflict of Interest Statement. Failure to submit all required documents completed may result in the bid being rejected as non-responsive.
- 3) The Bidder declares and agrees that it can and will meet the insurance requirements set forth in the IFB and all required insurance will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to the IFB, during the entire term of the contract and any extensions thereof.
- 4) The bidder, having the appropriate active contractor's license (Class "A" or "B") required by the State of California; or able to obtain the appropriate license by the time of the award of the contract and having

**II. BID FORM**  
**Document 1**

carefully read and examined the plans, specifications, and all related bidding documents as prepared by METRO for the construction of the Demolition and Construction of a Parking Lot at 1217 River Street, Santa Cruz, having carefully and fully examined the sites of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the IFB, and to complete all requirements of the IFB for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid submission deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) working days after receipt of notice of award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, California 95060. **If awarded the Contract, the bidder agrees to complete the project within eighteen (18) calendar days after the date of the commencement specified in the Notice to Proceed.**

5) The bidder agrees to perform the work for the combined cost of all items of work in the amount of:

One hundred sixteen thousand seven hundred eleven Dollars (\$ 116,711.00 )  
(In words-printed or typed)

6) Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of 87% (%) of the total of all work with its own forces.

There is herewith enclosed cash, a Bidder's Bond, or bid security for the benefit of, or a certified check or cashier's check made payable to, Santa Cruz Metropolitan Transit District in the amount of:

Eleven thousand six hundred seventy-one and 10/100 Dollars (\$ 11,671.10 )  
(In words-printed or typed)

The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible bidder whose bid is responsive, and the bidder fails to sign the Contract and/or furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and/or other required items within the time limit specified in the IFB, it will forfeit the bid bond/security to METRO and METRO may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Santa Cruz Metropolitan Transit District for the difference between the amount of the disqualified bid and the larger amount for which the Santa Cruz Metropolitan Transit District procures the work plus all of the Santa Cruz Metropolitan Transit District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

**BIDDER IS A:** (circle one)

Corporation      Partnership      Individual      Joint Venture      Other \_\_\_\_\_

Federal Tax Number: 91-2144932

Business License Number: To be obtained

What is the official name registered with the IRS for this number?

PARC Services, Inc.

When were you organized? 2001

If a Corporation, where incorporated? California

How many years have you been in the contracting business under your current firm name or trade name? 8

**II. BID FORM  
Document 1**

State the date bidder first began business 1999

State any other names that bidder has used or done business under in the past five (5) years.

Not Applicable

NAMES AND TITLES OF KEY MEMBERS OF FIRM: John Godkin-President

Paul Lane-Secretary, Mark Tomberlin-Treasurer

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

NAME OF PRESIDENT IF A CORPORATION: John Godkin

NAME OF SECRETARY IF A CORPORATION: Paul Lane

STATE OF INCORPORATION: California

**CALIFORNIA CONTRACTOR'S LICENSE(S):**

Contractor warrants that it either has the required license as indicated or will possess the required license at the time of the award.

Name of License(s): PARC Services, Inc.

<u>A,B,C2,C21,C33,ASB,HAZ,HIC</u>	<u>801810</u>	<u>12/31/09</u>
Classification(s)	Number	Expiration Date

(For Joint Ventures, list license or licenses for all Joint Venture partners.)

CORPORATE SEAL:

Identification of contact person during IFB process:

Name: Jack Cook

Address: 253 Rickenbacker Cir #B, Livermore, CA 94551

Telephone Number: (925) 371-4610 (office) (925) 577-6446 (cell)

Fax Number: (925) 606-8704

E-Mail Address: jcparcha@pacbell.net



BID FORM – DOCUMENT 2

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE,  
FINANCIAL VIABILITY, AND ABILITY & PROJECT CAPACITY**

(Use Additional Sheets if necessary)

**This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.**

The BIDDER is required to state below what work of similar magnitude or character it has completed, and to give a minimum of three (3) references that will enable METRO to judge its experience, skill and business standing and of his/her/its ability to construct the Project as completely and as rapidly as required under the terms of the IFB.

All questions must be answered and the data given must be clear and comprehensive. Provide the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, engineer, or other supervising person or public agency. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information it believes is relevant to its qualifications and experience.

1. State the full legal name of the bidder.  
PARC Services, Inc.
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any.  
Please see accompanying ownership breakdown
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq.? If so, describe in detail all facts, circumstances and the outcome.  
No
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.  
No
5. For every lawsuit or mediation between bidder and the owner of construction project, limited to such lawsuits or mediations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.  
None
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.  
No
7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.  
No
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.  
No

## BID FORM – DOCUMENT 2

9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date.  
Please see accompanying work in progress
10. State bidder's annual gross income for each of the last five fiscal years. 2004--2008  
3,318,793, 2,006,467, 2,766,252, 2,758,222, 7,674,295
11. Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. The current financial statement must be prepared by a Certified Public Accountant. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District. Bidder's current financial statement must demonstrate Bidder's financial viability and financial ability to perform this Project and Bidder's other scheduled projects.
12. Describe the Organizational Structure of the proposed Project Team. If the Bidder is a Joint Venture than provide a copy of the Joint Venture agreement. Provide a description on any team agreements, the functions and organizational structure of each team member, including proposed major subcontractors and sub-consultants. Jack Cook--project manager, Rafael Salas--field superintendent, Oscar Alfaro--onsite foreman, Oliveira Fence--fencing supplier, Bayview Electric--electrical subcontractor
13. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience.):  
Please see accompanying Public Works Projects
- a. Have completed to the public owner's satisfaction, no less than three (3) public works projects in the State of California involving the construction of a building, each with an original contract price of no less than \$50,000 within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder's own forces itself.
  - b. The Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least **two (2) public works** projects in the State of California of similar scope, size, and complexity of this project.
  - c. Contractor's proposed Project Manager shall have experience in management of construction, including at least five (5) years experience with significant responsibility on at least two (2) construction projects of similar scope, size, and complexity of this project.

BID FORM – DOCUMENT 2

**THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED BIDDER QUALIFICATION QUESTIONNAIRE, AND KNOW ITS CONTENTS, AND CERTIFY THAT THE RESPONSES PROVIDED TO THE BIDDER QUALIFICATION QUESTIONNAIRE ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES. I FURTHER CERTIFY THAT BIDDER MEETS THE MINIMUM QUALIFICATION CRITERIA SET FORTH HEREIN.

Executed on the date indicated below, at the location indicated below.

Dated: Sept. 14 2009

Bidder: PARC Services, Inc.  
(Company's Name)

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

(Signature)

John Godkin

(Printed name of signor)

President

(Title of signor)

**BID FORM – DOCUMENT 3**  
**NON-COLLUSION AFFIDAVIT**

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

John Godkin  
(Name)

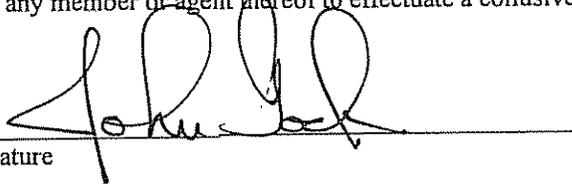
being first duly sworn, deposes and says that he or she is

President  
(Title)

of PARC Services, Inc.  
(Company Name)

the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature



**ACKNOWLEDGMENT**

State of California  
County of Alameda

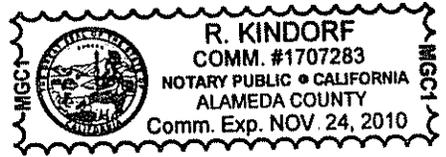
On 9/14/09 before me, R. Kindorf, Notary Public  
(insert name and title of the officer)

personally appeared John Brodtkin  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

BOND NO. PARCS166

**BID FORM – DOCUMENT 4  
BIDDER'S BOND**

That we PARC SERVICES, INC.

As PRINCIPAL and

GREAT AMERICAN INSURANCE COMPANY

As SURETY, are held and firmly bound

unto the Santa Cruz Metropolitan Transit District herein called "METRO" OR "DISTRICT" the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal named above, submitted by said Principal to the METRO for the work described below, for the payment of which lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ 10% TEN PERCENT OF AMOUNT BID

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted a Bid No. 10-07 for certain construction specifically described as follows, which is to be opened on September 14, 2009 for Labor and materials to construct the MetroBase Project Phase 1 located in Santa Cruz, CA.

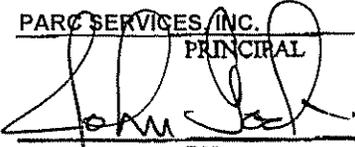
NOW, THEREFORE, if the aforesaid Principal is awarded a Contract, and within the time and manner required under the specifications, after the prescribed forms are presented to it for signature, enters into a written Contract, in the prescribed form in accordance with the Bid, and files two bonds with the METRO, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and provides all required insurance certificates then this obligation shall be null and void, otherwise, it shall be and remain in full force and effect.

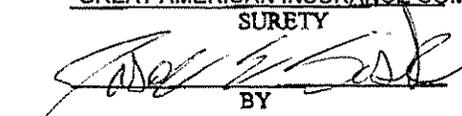
In the event that the METRO brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the METRO in such suit, including a reasonable attorney's fee to be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California must sign this Bidder's bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS 14TH DAY OF SEPTEMBER 2009

PARC SERVICES, INC.  
PRINCIPAL  
  
BY  
John Godkin  
PRESIDENT  
PRINCIPAL SEAL

GREAT AMERICAN INSURANCE COMPANY  
SURETY  
  
BY  
JASON E. SISK, ATTORNEY-IN-FACT  
SURETY SEAL  
580 WALNUT STREET  
CINCINNATI, OHIO 45202  
ADDRESS OF SURETY

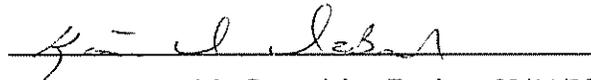
[End of Bidders Bond.]

# ALL - PURPOSE ACKNOWLEDGMENT

State of New Mexico  
County of Bernalillo

On 9/14/2009 before me, Kathleen D. DeBord, Notary Public personally appeared JASON E. SISK 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 on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal,



My Commission Expires: 02/11/2011

## CAPACITY CLAIMED BY SIGNER

Individual(s)  
 Corporate \_\_\_\_\_  
Officer(s) \_\_\_\_\_  
Title \_\_\_\_\_  
 Partner(s)  
 Attorney-In-Fact  
 Other: \_\_\_\_\_

## SIGNER IS REPRESENTING:

Name of persons or entity(ies)

GREAT AMERICAN  
INSURANCE COMPANY

-----  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

Title or type of Document DEMOLITION & CONSTRUCTION OF PARKING LOT AT 1217 RIVER STREET, SANTA CRUZ, CALIFORNIA

Number of Pages 3 Date of Document 9/14/09

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than THREE

No. 014594

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below

Name	Address	Limit of Power
LURLINE D. McCORRY	ALL OF	ALL
CHRIS HIBBARD	ALBUQUERQUE,	\$75,000,000 00
JASON E SISK	NEW MEXICO	

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of July, 2009

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

\_\_\_\_\_  
DAVID C. KITCHIN (513-412-4602)

On this 28th day of July, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993

*RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of September, 2009.

**BID FORM – DOCUMENT 5**

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Prime Contracts totaling over \$100,000)

(Contractor) PARC 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;

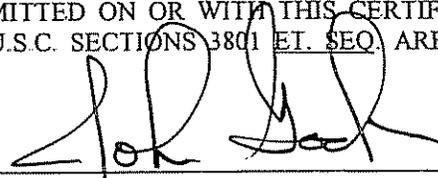
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public 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) PARC 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  
John Godkin--President

**BID FORM - DOCUMENT 7****CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) BAYVIEW ELECTRIC certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) BAYVIEW ELECTRIC 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

**BID FORM - DOCUMENT 7**

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Oliveira Fence, Inc certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) Oliveira Fence, 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  
Debbie Garcia, President



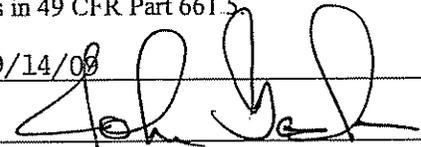


**BID FORM – DOCUMENT 10  
BUY AMERICA CERTIFICATE**

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

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 9/14/09  
Signature   
Company Name PARC Services, Inc.  
Title President

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

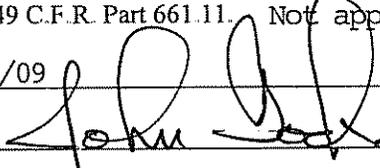
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11. Not applicable

Date 9/14/09  
Signature   
Company Name PARC Services, Inc.  
Title President

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

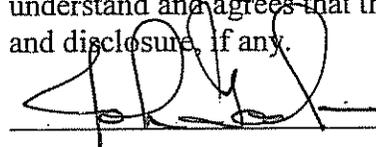
*(To be submitted with each bid or offer exceeding \$100,000)*

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 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 or 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 [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Contractor, PARC Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understand and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

John Godkin-President

Name and Title of Contractor's Authorized Official

9/14/09

Date

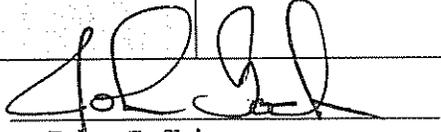
**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

**DISCLOSURE FORM TO REPORT LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract b. Grant c. Cooperative agreement d. Loan e. loan guarantee f. loan insurance  NOT APPLICABLE	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____  Date of Last Report:
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known:	<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  Federal Action Number, if known:	<b>7. Federal Program Name/Description:</b>  <b>CFDA Number, If applicable:</b> Award Amount, if known: \$	
<b>10a. Name and Address of Lobbying Entity (last name, first name, MI):</b>  (attach continuation sheet(s) SF-LLL-A, if necessary)	<b>b. Individuals Performing Services (including address if different from No. 10a)</b>  (last name, first name, MI):	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a.      retainer <input type="checkbox"/> b.      one-time fee <input type="checkbox"/> c.      commission <input type="checkbox"/> d.      contingent fee <input type="checkbox"/> e.      deferred <input type="checkbox"/> f.      other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____		
<b>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		

**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

<p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: </p> <p>Print Name: <u>John Godkin</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>(925) 371-4610</u></p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>

**BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE**

PARC Services, Inc.

Company Name

253 Rickenbacker Circle Suite B,  
Street /Mailing Address

Livermore, CA 94551

City/State/Zip Code

TAX I.D. \_\_\_\_\_

**1. PRIME CONTRACTOR**

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

Certification No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

Application Date \_\_\_\_\_ Status of application \_\_\_\_\_

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

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

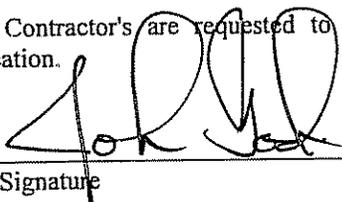
Attach a separate sheet for each sub-contractor to be used in the performance of services under a bid specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access the following web site:

[http://www.dot.ca.gov/hq/bep/documents/Roster\\_of\\_Certifying\\_Agencies.pdf](http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf)

for a list of DBE certifying government agencies to contact for information on how to become a certified DBE business. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

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



9/14/09

Prime Signature

Date

President

(Position/Title)



**BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE**

PARC Services, Inc.  
(Company Name)

(hereinafter referred to as "Prospective Contractor") hereby certifies that during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et. seq.) both of which are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

I, John Godkin  
(Name of Official)

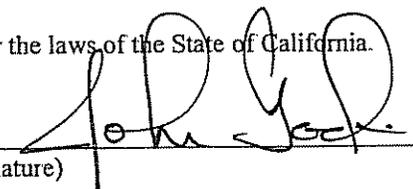
hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

9/14/09

(Date)

in the County of Alameda, is made under the penalty of perjury  
(County)

under the laws of the State of California.

  
(Signature)

John Godkin  
(Print)

President  
(Title)

**BID FORM – DOCUMENT 13**  
**APPRENTICESHIP EMPLOYMENT CERTIFICATION**

**APPRENTICESHIP**

For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations of the California Apprenticeship Council, who are enrolled and participating in an apprenticeship program that has graduated apprentices annually for at least the past five (5) years. This requirement applies to any craft used on the project for which the State of California Department of Industrial Relations, Division of Apprenticeship Standards, has approved an apprenticeship program.

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to September 14, 2009 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

In the event that there is no state-approved apprenticeship program that meets requirements of this provision for a particular craft or trade utilized under this contract for the MetroBase Project, the Contractor shall be exempt from the requirement of this provision for that craft or trade only.

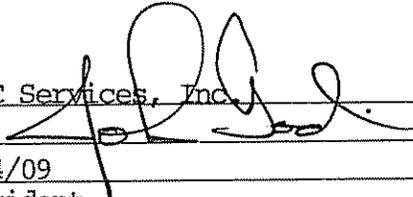
**APPRENTICESHIP EMPLOYMENT CERTIFICATION**

Under the laws of the State of California, the undersigned declares, under penalty of perjury, compliance with the apprentice programs described in the Special Conditions for the workforce employed by Contractor or any subcontractor under the contract for Specification for the MetroBase Project.

Contractor: \_\_\_\_\_  
By:  \_\_\_\_\_  
Date: 9/14/09 \_\_\_\_\_  
Title: President \_\_\_\_\_

**BID FORM – DOCUMENT 14  
WORKERS' COMPENSATION CERTIFICATION**

I, as the Contractor for the MetroBase Project, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract, if I am selected as the Contractor.

Contractor: PARC Services, Inc.  
By:   
Date: 9/14/09  
Title: President

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

The Bidder certifies that:

1. The Bidder has not employed in connection with services to be performed by the Contract a current or former METRO employee who was directly or indirectly involved with this procurement;
2. The Bidder has not employed in connection with the services to be performed by the Contract a current or former employee of RNL who was directly or indirectly involved in the preparation of the specifications or this IFB;
3. The Bidder did not receive any confidential information in connection with the services to be performed by the Contract; and
4. The Bidder has not employed as a lobbyist any former METRO Board Member or employee who left the METRO within the last twelve (12) months.

The Bidder further certifies that it has set forth below the names of all current and former METRO persons identified including METRO Board Members, employees it has or intends to employ in connection with the services to be performed under the Contract.

Current and/or former METRO Board Members, alternatives, or employees:

None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on 9/14/09, 20  , at Livermore, CA  
(Date) (City) (State)

John Godkin \_\_\_\_\_  
Typewritten or Printed Name Signature of Authorized Official President  
Title

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

**CONFLICT OF INTEREST CHECKLIST**

All Bidders must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. If any response has a "yes" answer, provide accurate and complete information for analysis.

1. Have you or any of your team member(s) or consultant(s) ever been employed by, or done work for, the METRO? Yes  No

If your answer is "Yes", please provide the additional information.

- |                            |                              |                             |                |
|----------------------------|------------------------------|-----------------------------|----------------|
| • Full-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Part-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • As-Needed employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Consultant               | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Or other, please explain | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |

- 
- Dates of Employment/consulting contract:

- 
- In which department(s) did you work?

- 
- Who was your supervisor(s)/who did you supervise?

- 
- Please describe your job duties and responsibilities or consulting work for each METRO position held:

- 
- Last date of employment or consultant contract:

2. Are any METRO Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company? Yes  No

If the answer is "Yes", please provide the additional information:

- Name(s) of Board Members:

- 
- What is his/her position with your company?

- 
- Percentage of ownership of company shares:

**BID FORM – DOCUMENT 15**  
**CONFLICT OF INTEREST STATEMENT**

3. Are any of your former employee's or consultant's presently employed by the METRO? Yes  No

If the answer is "Yes", please provide the additional information:

- Name(s) of each former employee:
- 

- All titles of each former employee:
- 

- Description of job duties:
- 

- Dates of employment or date consultant worked for you:
- 

4. In the preceding twelve months, has the Bidder/Proposer made, arranged or delivered any gift(s) to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the gift:
- 

- Value of the gift:
- 

- Description of the gift:
- 

- Date the gift was delivered:
- 

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the contribution:
- 

- Name of Board Member receiving contribution:
- 

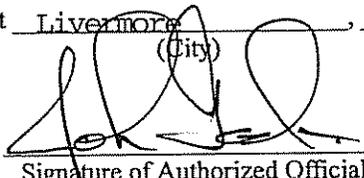
- Amount of the contribution:
-

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

- 
- Description of form of contribution (i.e. cash, check):
- 
- Date the contribution was delivered:
- 
- To whom was the contribution delivered:
- 

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on 9/14/09, 2009, at Livermore, CA  
(Date) (City) (State)

John Godkin  President  
Typewritten or Printed Name Signature of Authorized Official Title

*LAW*

**OLIVEIRA FENCE, INC.**

400 Reed Street, Suite 213, Santa Clara, California 95050

\*(408) 727-3811 \* Fax (408) 727-2690 \*email oliveirafence2@yahoo.com

Lic. No. 404243 C13

Women Owned Business Enterprise  
 Bond Rate-1.5%- cost is not included in price  
 Liability insurance limits-\$5 Mil each occurrence  
 Caltrans Certification No. CT-001583 SDDBE/SWBE/UDBE  
 Oliveira Fence is part of the Laborers Union

SF Redevelopment Agency SBE/MBE/WBE-113-55106-013  
 State of California Certification No. REF-0023017 SBE  
 City of Sacramento Certification No. 19905  
 Federal ID No. 94-2753230

**BID PROPOSAL**

**Company:**

**Attn: Estimating Department**  
**Project: Demolition and Construction of a Parking Lot**  
**Location: 1217 River Street, Santa Cruz, CA.**  
**Estimator: Debbie Garcia**  
**Includes Installation and Tax**

**Bid Date: 9/14/2009**  
**Addenda Noted: 1**  
**Move-Ins Included: 1**  
**Additional Move-Ins: \$500.00 each**  
**Manufactures' Lead Time: 3 weeks notice**

Bid Item	Description	Number of Units	Type	Unit Price	Total Price
	To Furnish and Install 6' high galvanized chain link fence with plastic slatts 3-1/2" x 5-1/2" chain link mesh. Includes 1 each 6' high x 18' wide double drive gate per Caltrans plan A85, Section 80.	376	LF	\$ 31.92	\$ 12,001.92
<p><b>Note:</b>                      No Demolition Included.</p>					
				<b>Total Bid:</b>	\$ 12,001.92

**IMPORTANT NOTE:** Due to the volatility of the Steel Market, prices quoted above are good for only 30 days from the date of Proposal. After 30 days price is subject to Re-Negotiation, if terms cannot be reached Oliveira Fence Inc. reserves the right to nullify this proposal.

**EXCLUSIONS:** Bond premium, building permits, railroad protective liability policy, special coverage insurance premiums, penalties for delays beyond Oliveira Fence control, clearing/grubbing, grading, hand digging, concrete & asphalt patching, electrical and grounding, landscape restoration, traffic control painting, flange plates or saddle brackets, demo/removal of fences unless requested in the above quote, engineering or testing, embeds/post pockets or sleeves or clean out, core drilling and saw cutting, removal or disposal of dirt spoils (dirt spoils will be left near the fence post holes), backfilling post holes, removal or disposal of hazardous substances, padlock, concrete mow strips and flat work, liability for locating underground utilities, liability for damages to un-located underground utilities, maintenance of temporary fences, no night work, surveys and layout, staking, signs on fences and gates, welding of any fence material or rebar cages for fence posts.

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM  
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE**

**OLIVEIRA FENCE, INC.**

400 REED STREET SUITE 106  
SANTA CLARA, CA 95050

Owner: **DEBBIE GARCIA**  
Business Structure: **CORPORATION**

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) \* Indicates primary NAICS code

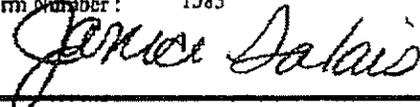
\* 238990 All Other Specialty Trade Contractors

**Licenses**

C13 Fencing Contractor

**CERTIFYING AGENCY:**  
DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET, MS 79  
SACRAMENTO, CA 95814 0000  
(916) 324-1700

UCP Firm Number : 1583

  
CUCP OFFICER

April 11, 2008

# PARC Services, Inc.

## Environmental Solutions

253 Rickenbacker Circle, Suite B Livermore, CA 94551

Phone (925) 371-4610 Fax (925) 606-8704

CA Lic. #801810

DOSH Reg #819

USDOT #1422318

### OWNER/CONTACT INFORMATION

Richard Wagner 36.4% Chairman of the Board (559) 233-7156  
5778 E. Alta, Unit 103, Fresno, CA 93727

Michael Kidd 17.5% CEO (559) 233-7156  
7490 N. Valentine, Fresno, CA 93711

John Godkin 15% President (925) 371-4610  
5624 Carnegie Way, Livermore, CA 94550

Daniel Ringhand 15% Vice President (925) 371-4610  
5475 Goldenrod Drive, Livermore, CA 94550

Mark Tomberlin 7% CFO (909) 591-0239  
26192 Bridlewood Drive, Laguna Hills, CA 92653-6336

Paul Lane 7% Secretary (559) 233-7156  
30499 Quartz Mountain Road, Coarsegold, CA 93614

Louie Martina 2.1% (559) 233-7156  
5142 Appaloosa Avenue, Clovis, CA

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Hauler Reg#136517

EPA #CAR000164749

DOSH Reg #819

### WORK IN PROGRESS

1. Asbestos abatement of retirement community  
Scheduled to start second week of March  
Scheduled to complete thirty days from start date  
Approx. value \$87,000  
Owner: Lesley Foundation  
Owners Rep: SC Builders—Todd Merrill (408) 328-0688
2. Abatement and demolition of 35 structures  
Owner: University of California, Berkeley  
Contact: Eric Ellisen (510) 643-5028  
Approx. Value: \$247,710  
Estimated date of completion: November 2009
3. City of Sonoma Underground Storage Tank remove and off haul contaminated soil  
Owner: City of Sonoma (707) 933-2216  
Approx. Value: \$97,605  
Estimated date of completion: October 2009

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### PUBLIC WORKS PROJECTS

Project Name: Residence Halls Units 1 & 2  
Location: University of California, Berkeley Campus  
Owner Info: Regents of the University of California  
Capital Projects  
1936 University Avenue  
Berkeley, CA 94720  
Contact Info: Stephen Daniels 510-642-9446  
Architect: EHDD  
Contact Name Unavailable 415-285-9193  
Construction Mgr. Teri Mathers 510-643-1428  
Project Desc. Asbestos and lead abatement, soft demolition associated with dormitory  
upgrades  
Bonded: Yes  
Total Value \$815,761.32  
Original Date of Completion July 31, 2003  
Time Extensions None  
Actual Date of Completion July 31, 2003

Project Name: Davis Hall South  
Location: University of California, Berkeley Campus  
Owner Info: Regents of the University of California  
Capital Projects  
936 University Avenue  
Berkeley, CA 94720  
Contact Info: Stanleigh Wong 510-642-0856  
Bonded: Yes  
Construction Mgr: Debra Mathau (no longer with the University)  
Project Desc: Asbestos abatement, lead abatement and selective soft demolition  
Total Value: \$592,973.86  
Original Date of Completion: February 10, 2004  
Time Extensions None  
Actual Date of Completion January 8, 2004

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Project Name: Clark Kerr Building 10  
Location: 2601 Warring Street  
Berkeley, CA  
Owner Info: Regents of the University of California  
Capital Projects  
1936 University Avenue  
Berkeley, CA 94720  
Owner Contact: Webcor Construction—Denis Driscoll 415-773-1547  
Architect: BAR Architects (415) 441-4771  
Project Desc.: Asbestos abatement as applicable to seismic strengthening, site and tenant  
Improvements and infrastructure upgrade  
Bonded: Not required of us  
Total Value of Contract: \$425,640.00  
Original Date of Completion: June 21, 2004  
Time Extensions: One  
Actual Date of Completion: July 8, 2004

Project Name: Lawrence Livermore National Lab Trailers  
Location: 7000 East Avenue  
Livermore, CA 94550  
Owner Info: Regents of the University of California  
1936 University Avenue  
Berkeley, CA 94720  
Construction Mgr: Evans Brothers, Inc.—Bruce Schmitt (925) 443-0225  
Project Desc: Removal of VAT, mastic and asbestos containing linoleum in 8 different  
trailers  
Bonded: Not required of us  
Total Contract Value: \$143,880.00  
Original Date of Completion: August 30, 2004  
Time Extensions: One  
Actual Date of Completion: November 29, 2004 (due to additional trailers added to the  
project)

Project Name: MSB 10<sup>th</sup> Floor Immunology Remodel  
Location: University of California, San Francisco  
513 Parnassus Avenue  
San Francisco, CA 94143  
Owner: University of California, San Francisco  
Capital Projects  
3130 20<sup>th</sup> Street  
San Francisco, CA 94143  
Owner Contact: Steven Eggleston (503) 222-1917  
Architect: McGinnis Chen Associates LLP (415) 986-3873  
Construction Mgr: Mike Toporkoff (415) 502-0871  
Description of Work: Asbestos abatement and soft demolition  
Bonded: Yes

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Total Value of Construction: \$430,136.69  
Original Date of Completion: December 25, 2003  
Time Extensions: Three  
Actual Date of Completion: August 8<sup>th</sup>, 2004

Project Name: HSIR Window Renewal Phase III  
Location: 513 Parnassus Avenue  
San Francisco, CA 94143  
Owner: University of California, San Francisco  
Capital Projects  
3130 20<sup>th</sup> Street  
San Francisco, CA 94143  
Owner Contact: Scott Pinson of Gonsalves and Stronck (650) 802-2960  
Architect: McGinnis Chen Associates LLP (415) 986-3873  
Description of Work: Asbestos and lead abatement  
Bonded: Not required of us  
Total Value: \$356,495  
Original Date of Completion: January 31<sup>st</sup>, 2004  
Actual Date of Completion: December 3, 2004

Project Name: San Jose High Boiler SIP  
Owner: San Jose Unified School District  
855 Lenzen Avenue  
San Jose, CA 95126  
Construction Mgr. EMC (408) 370-3945  
Description of Work: Boiler room demolition  
Bonded: Yes  
Total Value: \$98,900  
Original Date of Completion: 12/2005  
Time Extensions: None

Project Name: Asbestos Abatement Project, 401 Broadway, 5<sup>th</sup> Floor  
Location: 401 Broadway  
Oakland, CA 94612  
Owner: County of Alameda  
1401 Lakeside Drive, Suite 115  
Oakland, CA 94612  
Owner Contact: Jason Garrison (510) 208-9520  
Description of Work: Asbestos abatement  
Bonded: Yes  
Total Value: 228,937.96  
Original Date of Completion: 3/9/06  
Time Extensions: One  
Actual Date of Completion: 3/17/06

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Project Name: Solano/Springstowne Middle Schools  
Location: Vallejo, CA  
Owner Info: Vallejo City Unified School District  
211 Valle Vista Avenue  
Vallejo, CA 94590  
Prime Contractor: Bell Products, Inc.  
Contact: Paul Irwin (707) 255-1811  
Project Description: Asbestos abatement, lead remediation and soft demolition associated with modernization of Solano Middle School and Springstowne Middle School  
Bonded: Yes  
Total Value: \$1,489,814.00  
Date of Completion: March, 2006

Project Name: Sunset Elementary  
Location: 1674 Frankfurt Way  
Livermore, CA 94550  
Owner: Livermore Valley Joint Unified School District  
685 E. Jack London Blvd.  
Livermore, CA 94551  
Owner Contact: Jan Shipley (925) 606-3200  
Description of Work: Asbestos and lead abatement  
Bonded: Yes  
Total Value: \$138,495  
Date of Completion: May 2006

Project Name: Portola Elementary  
Location: 2451 Portola Avenue  
Livermore, CA 94551  
Owner: Livermore Valley Joint Unified School District  
685 E. Jack London Blvd.  
Livermore, CA 94551  
Owner Contact: Jan Shipley (925) 606-3200  
Description of Work: Asbestos and lead abatement  
Bonded: Yes  
Total Value: \$129,559  
Date of Completion: July, 2006

Project Name: FY 2006 Phase 3 Flooring Projects  
Location: Six different Elementary/Middle Schools in Daly City  
Owner: Jefferson Elementary School District  
101 Lincoln Avenue  
Daly City, CA 94015  
Owner Contact: Rick Young (650) 746-2407  
Description of Work: VAT and mastic removal at ten school sites

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Bonded: Yes  
Total Value: \$1,133,190.80  
Date of Completion: August, 2006

Project Name: Ohlone Community College Building 7  
Location: 43600 Mission Blvd.  
Fremont, CA 94539  
Owner: Ohlone Community College District  
43600 Mission Blvd.  
Fremont, CA 94539  
Owner Contact: Simon Barros (510) 659-6144  
Description of Work: Removal of asbestos containing fireproofing  
Bonded: Yes  
Total Value: \$244,960.00  
Date of Completion: May, 2007

Project Name: McKinnon School  
Location: 2390 Moorpark Avenue  
San Jose, CA  
Owner: Santa Clara Valley Medical Center  
751 S. Bascom Avenue  
San Jose, CA  
Owner Contact: Staples Construction—Mike Kitko (408) 310-7554  
Description of Work: Asbestos abatement and demolition of seven buildings  
Bonded: Yes  
Total Value: \$421,575.60  
Date of Completion: June 2007

Project Name: MDUSD – Project # 1446  
Location: 3 school sites in Concord, CA  
Owner: Mt. Diablo Unified School District  
1480 Gasoline Alley  
Concord, CA 94520  
Owner Contact: Bell Products—Paul Irwin (707) 255-1811  
Description of work: Asbestos abatement and soft demolition  
Bonded: Not required  
Original Contract Amt. \$267,170  
Date of Completion: August 2007

Project Name: Del Valle High School Window Replacement  
Location: 2253 5<sup>th</sup> Street  
Livermore, CA 94551  
Owner: Livermore Valley Joint Unified School Dist.  
685 E. Jack London Blvd.  
Livermore, CA 94551

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Owner Contact: Jan Shipley (925) 606-3390  
Description of Work: Lead paint stabilization and window replacement  
Bonded: Yes  
Total Value: \$358,476.00  
Date of Completion: August 2007

Project Name: Piedmont Middle School  
Location: 955 Piedmont Road  
San Jose, CA 95132  
Owner: Berryessa Union School Dist.  
1376 Piedmont Road  
San Jose, CA  
Contact: June Rono (408) 923-1890  
Project Desc: Asbestos abatement  
Total Value: 1,312,676.00

Project Name: Kirby Building  
Location: 117 Union Street  
Santa Cruz, CA  
Owner: Barry Swenson Builders  
5300 Soquel Avenue  
Santa Cruz, CA 95062  
Contact: Keith Henderson (831) 475-7100  
Project Desc: Hazardous material abatement and interior demolition of wood building  
Total Value: \$199,523.50  
Date of Completion: February 2008

Project Name: Lawrence Livermore National Lab Bldg 212  
Project Location: 7000 East Avenue  
Livermore, CA 94550  
Owner: United States Department of Defense  
General Contractor: Demco Inc.  
238 Lein Road  
West Seneca, NY 14224  
Contact: Mike Foster (800) 215-2699  
Project Desc: Asbestos abatement and lead based paint remediation/stabilization  
Total Value: \$162,000.00  
Date of Comp.: March 2008

Project Name: San Francisco State University Children's Campus  
Project Location: San Francisco State University Campus  
Owner: San Francisco State University  
1600 Holloway Avenue  
San Francisco, CA 94132  
Contact: Roger Fish (415) 338-6017

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Project Desc: Asbestos abatement and demolition of three buildings, erection of two sprung structures  
Original Value: \$663,000  
Final Contract: \$5,711,307.56  
Date of Completion: November 2008  
\*\*\*Original contract was for abate and demo only. Erection of sprung structures was change order work\*\*\*

Project Name: J. Paul Leonard / Sutro Library  
Project Location: 1630 Holloway Avenue  
San Francisco, CA 94132  
Owner: San Francisco State University  
1600 Holloway Avenue  
San Francisco, CA 94132  
Owner Contact: Barnhart, Inc.  
Project Desc: Site demolition/clearing for new work  
Original Value: \$249,450  
Current Value \$365,450

Project Name: 3600 Calafia Avenue  
Project Location: 3600 Calafia Avenue  
Oakland, CA  
Owner: City of Oakland  
250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor  
Oakland, CA  
Owner Contact: Isaac Wilson (510) 238-3381  
Project Desc: Demolition of blighted structure  
Original Value: 24,711  
Date of Completion: March 6, 2009

Project Name: 5117 Deconstruction No. 2  
Project Location: 24744, 24830 & 24832 Mission Blvd  
Hayward, CA 94544  
Owner: City of Hayward  
777 B Street  
Hayward, CA  
Owner Contact: Sammy Lo (510) 583-4768  
Project Desc: Hazardous material abatement and demolition of three (3) commercial structures  
Original Value: \$71,948.00  
Date of Completion: March 29, 2009

Project Name: 5117 Deconstruction No. 3  
Project Location: 22500 Mission Blvd and 945 "D" Street  
Hayward, CA 94544  
Owner: City of Hayward  
777 B Street  
Hayward, CA  
Owner Contact: Sammy Lo (510) 583-4768  
Project Desc: Hazardous material abatement and demolition of two (2) commercial  
structures  
Original Value: \$47,280.00  
Date of Completion: June 6, 2009

Project Name: Mathson Middle School HVAC Replacement  
Project Location: 2050 Kammerer Avenue  
San Jose, CA 95116  
Owner: Alum Rock Elementary Union School District  
2930 Gay Avenue  
San Jose, CA 95127  
Owner Contact: Blach Construction (408) 244-7100  
Project Desc: Hazardous material abatement and selective demolition as necessary for  
HVAC replacement  
Original Value: \$ 202,576.00  
Current Contract Amt: \$ 221,009.00  
Date of Completion: August 2009