

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

August 22, 2003 (Fourth Friday of Each Month)

\* CITY HALL COUNCIL CHAMBERS\*

\*809 CENTER STREET\*

SANTA CRUZ, CALIFORNIA

9:00 a.m. - Noon

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. R. Paul Marcelin-Sampson RE: Paratransit
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JULY 11 AND JULY 25, 2003  
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS  
Report: Attached
- 7-3. ACCEPT AND FILE JULY RIDERSHIP REPORT  
Report: Attached  
**1<sup>st</sup> PAGE OF THE RIDERSHIP REPORT IS INCLUDED IN THE ADD-  
ON PACKET**
- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the claim of: April Short, Claim #03-0023  
Claims: Attached

\* Please note: Location of Meeting Place

- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF AUGUST 14, 2003 AND THE MINUTES OF THE JULY 17, 2003 MEETING  
Agenda/Minutes: Attached
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF AUGUST 20, 2003; There was no MUG meeting held in July  
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2003; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$950,000 FOR CARRYOVER IN THE FY 03-04 BUDGET, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS  
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MAY 2003  
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2003  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE  
Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached
- 7-12. CONSIDERATION OF REVISION TO POLICY ON ISSUANCE OF FREE PASSES  
Staff Report: Attached
- 7-13. ACCEPT AND FILE REPORT ON GENERAL MANAGER LES WHITE'S RECENT TRIP TO WASHINGTON, DC FOR THE APTA LEGISLATIVE CONFERENCE AND LOBBY DAY  
Staff Report: Oral Presentation
- 7-14. CONSIDERATION OF REQUEST FOR SHUTTLE SERVICES TO THE CAPITOLA ART & WINE FESTIVAL  
**(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #9)**
- 7-15. CONSIDERATION OF CONTRACT RENEWAL WITH SHAW YODER FOR STATE LEGISLATIVE SERVICES  
**(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #10)**

- 7-16. CONSIDERATION OF CONTRACT RENEWAL WITH CAROLYN CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES  
**(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #11)**
- 7-17. CONSIDERATION OF ENDORSING A RESOLUTION SUBMITTING THE BUDGET ACCOUNTABILITY ACT TO THE VOTERS OF THE STATE OF CALIFORNIA  
**(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #15)**
- 7-18. **CONSIDERATION OF SUBMITTING A RESPONSE TO THE GRAND JURY REGARDING RECOMMENDATIONS FROM THE 2002-2003 FINAL REPORT**  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**

#### REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Vice Chairperson Keogh  
Staff Report: Attached
9. **MOVED TO CONSENT AGENDA AS ITEM #7-14**
10. **MOVED TO CONSENT AGENDA AS ITEM #7-15**
11. **MOVED TO CONSENT AGENDA AS ITEM #7-16**
12. **DELETED**
13. A. CONSIDERATION OF REQUESTS FROM *LA UNIÓN DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION*:
1. AGENDA SPACE AT THE REGULAR BOARD MEETINGS SIMILAR TO MUG AND MASTF
  2. SPACE IN THE *HEADWAYS* PUBLICATION
  3. SPACE FOR DISPLAY POSTERS INSIDE THE BUSES AT NO CHARGE TO THE METRO RIDERS UNION
- Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**
- B. CONSIDERATION OF REQUEST FROM *LA UNIÓN DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION* TO DISTRIBUTE LEAFLETS AT METRO-OWNED TRANSIT CENTERS

Presented by: Margaret Gallagher, District Counsel  
Staff Report: **MATERIALS WILL BE DISTRIBUTED AT THE AUGUST 22,  
2003 BOARD MEETING**

14. **DELETED**

15. **MOVED TO CONSENT AGENDA AS ITEM #7-16**

16. **CONSIDERATION OF STATUS OF HIGHWAY 1 WIDENING/HOV JOINT POWERS  
AUTHORITY FORMATION**

Presented by: Les White, General Manager  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**

17. **CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND  
REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO TRANSIT  
SERVICE**

Presented by: Margaret Gallagher, District Counsel  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**

18. **CONSIDERATION OF ROUTE SUBSIDY BY PACIFIC UNION APARTMENTS**

Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: **MATERIALS ARE INCLUDED IN THE ADD-ON PACKET**

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

20. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Subdivision (a) of Section 54956.9)

a. Name of Case: Scott Takahana v. Santa Cruz Metropolitan Transit  
District (Before the Workers' Compensation Appeals  
Board)

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

21. 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 Dale Carr at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** General Manager

**SUBJECT: ADDITIONAL MATERIAL TO THE AUGUST 22, 2003 BOARD MEETING AGENDA**

## SECTION I:

### CONSENT AGENDA:

**ADD TO ITEM #7-3** ACCEPT AND FILE JULY 2003 RIDERSHIP REPORT  
**(Insert Page 1 of Ridership Report)**

**ADD TO ITEM #7-9** ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2003  
**(Add Report)**

**ADD TO ITEM #7-18** CONSIDERATION OF SUBMITTING A RESPONSE TO THE GRAND  
JURY REGARDING RECOMMENDATIONS FROM THE 2002-2003 FINAL  
REPORT  
**(Add Staff Report)**

### REGULAR AGENDA:

**DELETE ITEM #12** CONSIDERATION OF STATUS OF CITIZEN ADVISORY COMMITTEE  
EVALUATION  
**(Deferred to September Board Meeting)**

**ADD TO ITEM #13** A. CONSIDERATION OF REQUESTS FROM *LA UNIÓN DE LOS  
PASAJEROS DE METRO/THE METRO RIDERS UNION*:

1. AGENDA SPACE AT THE REGULAR BOARD MEETINGS  
SIMILAR TO MUG AND MASTF
2. SPACE IN THE *HEADWAYS* PUBLICATION
3. SPACE FOR DISPLAY POSTERS INSIDE THE BUSES AT NO  
CHARGE TO THE METRO RIDERS UNION

**(Insert Staff Report)**

B. CONSIDERATION OF REQUEST FROM *LA UNIÓN DE LOS  
PASAJEROS DE METRO/THE METRO RIDERS UNION* TO  
DISTRIBUTE LEAFLETS AT METRO-OWNED TRANSIT  
CENTERS

Presented by: Margaret Gallagher, District Counsel

Staff Report:  
**(Staff Report will be distributed at the August 22, 2003 Board Meeting)**

- DELETE ITEM #14**            CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE METROBASE PROJECT  
**(Action taken at the August 8, 2003 Board Meeting)**
- ADD TO ITEM #16**            CONSIDERATION OF STATUS OF HIGHWAY 1 WIDENING/HOV JOINT POWERS AUTHORITY FORMATION  
**(Add Staff Report)**
- ADD TO ITEM #17**            CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO TRANSIT SERVICE  
**(Add Staff Report)**
- ADD TO ITEM #18**            CONSIDERATION OF ROUTE SUBSIDY BY PACIFIC UNION APARTMENTS  
**(Add Staff Report)**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

August 8, 2003 (Second Friday of Each Month)

\*SCMTD ENCINAL CONFERENCE ROOM\*

\*370 ENCINAL STREET, SUITE 100\*

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 11:00 a.m.

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. R. Paul Marcelin-Sampson RE: Paratransit
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JULY 11 AND JULY 25, 2003  
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS  
Report: Attached
- 7-3. ACCEPT AND FILE JULY RIDERSHIP REPORT  
Report: Attached  
**PAGE 1 WILL BE PRESENTED FOR CONSIDERATION AT THE AUGUST 22, 2003 BOARD MEETING**
- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the claim of: April Short, Claim #03-0023  
Claims: Attached

\* Please note: Location of Meeting Place

- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF AUGUST 14, 2003 AND THE MINUTES OF THE JULY 17, 2003 MEETING  
Agenda/Minutes: Attached
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF AUGUST 20, 2003; There was no MUG meeting held in July  
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Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MAY 2003  
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2003  
Staff Report: **WILL BE PRESENTED TO CONSIDERATION AT THE AUGUST 22, 2003 BOARD MEETING**
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE  
Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached
- 7-12. CONSIDERATION OF REVISION TO POLICY ON ISSUANCE OF FREE PASSES  
Staff Report: Attached
- 7-13. ACCEPT AND FILE REPORT ON GENERAL MANAGER LES WHITE'S RECENT TRIP TO WASHINGTON, DC FOR THE APTA LEGISLATIVE CONFERENCE AND LOBBY DAY  
Staff Report: **ORAL PRESENTATION WILL TAKE PLACE AT THE AUGUST 22, 2003 BOARD MEETING**

#### REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chairperson Reilly  
Staff Report: Attached

**THIS PRESENTATION WILL TAKE PLACE AT THE AUGUST 22, 2003 BOARD MEETING**

9. CONSIDERATION OF REQUEST FOR SHUTTLE SERVICES TO THE CAPITOLA ART & WINE FESTIVAL  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: Attached
10. CONSIDERATION OF CONTRACT RENEWAL WITH SHAW YODER FOR STATE LEGISLATIVE SERVICES  
Presented by: Les White, General Manager  
Staff Report: Attached
11. CONSIDERATION OF CONTRACT RENEWAL WITH CAROLYN CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES  
Presented by: Les White, General Manager  
Staff Report: Attached
12. **DELETED**
13. CONSIDERATION OF REQUEST TO DESIGNATE AREAS FOR PUBLIC DISTRIBUTION OF LEAFLETS AT METRO-OWNED TRANSIT CENTERS  
Presented by: Margaret Gallagher, District Counsel  
Staff Report: **WILL BE PRESENTED FOR CONSIDERATION AT THE AUGUST 22, 2003 BOARD MEETING**
14. CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE METROBASE PROJECT  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: Attached  
**Deferred from July 25, 2003 Board Meeting**  
**ACTION IS REQUIRED AT THE AUGUST 8, 2003 BOARD MEETING**
15. CONSIDERATION OF ENDORSING A RESOLUTION SUBMITTING THE BUDGET ACCOUNTABILITY ACT TO THE VOTERS OF THE STATE OF CALIFORNIA  
Presented by: Les White, General Manager  
Staff Report: Attached
16. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Subdivision (a) of Section 54956.9)

- a. Name of Case: Erdem Essengil v. Santa Cruz Metropolitan Transit District
- b. Name of Case: Gamble v. Santa Cruz Metropolitan Transit District
- c. Name of Case: Neil Bailey v. Santa Cruz Metropolitan Transit District  
(Before the Workers' Compensation Appeals Board)
- d. Name of Case: Ellen Adams vs. Santa Cruz Metropolitan Transit District  
(Workers' Compensation case)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Pursuant to Subdivision (b) (3) (D) of Section 54956.9)

- a. Number of Cases: One

Robert Yount threatened a \$1.5 Billion lawsuit against Santa Cruz METRO on July 17, 2003 during a MASTF Meeting.

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

18. REPORT OF CLOSED SESSION

### **ADJOURN**

### **NOTICE TO PUBLIC**

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2003 July 26

To the Board of Directors:

## A Word In Support of Management

ParaCruz Administrator Mr Steve Paulson, Operations Manager Mr Bryant Baehr and the other members of Metro's management team are to be congratulated for their success with paratransit recertification. A Riders Union news release on this subject is attached.

I for one am well aware of the tremendous workload being shouldered by Metro's managers. I may not always agree with management's decisions, but when management achieves a success of this magnitude, I think the board should lend full and unequivocal support. I was surprised and disappointed when some members of the board showed skepticism even in the face of solid data about the effectiveness of the existing recertification process.

On a related note, the Riders Union, in its capacity as a representative for the average rider, urges Metro to avoid taking over paratransit operations. Though the drivers' union *might* agree to a two-tier wage structure at first, we fear that parity would soon follow. We support improvements in the base wages of clerical workers, janitors, and others who have traditionally been at the lower end of the pay scale, but we oppose any growth in the total compensation of bus drivers, until the CPI catches up with their recent wage gains.

Before employer payroll taxes, retirement contributions, free workplace parking, free bus rides, overtime, and a \$7200 yearly allowance for health insurance, a fixed-route bus driver with a high school diploma, a commercial license, and 5 years' experience makes \$22.66 per hour. Her wage will jump to \$24.80 next year!

The higher of the two cost estimates — the one that assumes parity between fixed-route and paratransit drivers — is based on the wage now paid to fixed-route drivers with six months' experience (\$17). Within six years, those drivers, too, will be earning \$24.80; this will add \$641,472 to the payroll. If we include concomitant increases in payroll taxes and retirement contributions, if we budget for further wage and benefit escalation when the drivers' contract expires in 2005, and if we consider the annual wage and benefit increases owed to workers other than bus drivers, the total yearly premium for in-house paratransit will grow rapidly from \$839,299 to millions of dollars. As long as sales tax receipts remain flat, the money must come from fare increases and service cuts. Riders cannot afford more of either.

Should the current paratransit vendor not be able to fulfill its obligations, and should no competitor come forward, we suggest that the board establish or cause to be established in the community a new, arm's-length non-profit corporation dedicated to ADA paratransit.



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

La **Unión** de los pasajeros de Metro  
The Metro Riders Union

Media Contact:  
Mr R. Paul Marcelin-Sampson

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Santa Cruz California 95060  
metroriders@hotmail.com  
(831) 421-9031

July 26, 2003  
For immediate release

## **Bus riders union endorses paratransit recertification process**

Santa Cruz — Metro's management team is to be congratulated for its success with paratransit recertification. Paratransit is custom, on-demand transportation for people who cannot use regular buses. Mandated by the Americans with Disabilities Act (ADA), this service is offered to eligible riders at a fraction of the full cost. "Metro's new process for determining who meets the ADA guidelines is a model of fairness," says Paul Marcelin-Sampson, founder of la Unión de los Pasajeros de Metro / The Metro Riders Union.

Mr Marcelin-Sampson called the recent report by Paratransit Administrator Mr Steve Paulson and Operations Manager Mr Bryant Baehr "a breath of fresh air in an environment where anecdote normally wins out over hard data." Major points:

- **Presumptive Accuracy** = 99.7%. Just 7 of 2177 eligibility decisions have been reversed.
- **Satisfaction** = 97.7%. Just 51 of 2177 customers have submitted appeals.
- **Reduction in Demand** = 7.7%. 4261 fewer rides have been offered so far in 2003.

The high level of accuracy suggests that those who are legally entitled to paratransit service are getting it. On the other hand, the reduction in demand suggests that Metro is reserving its most expensive service for those who really need it (one paratransit ride costs about \$25 and the fare is capped at \$3 here). The multi-year trend of growth has at last been arrested.

The Riders Union supports full compliance with the ADA. We are dismayed by the implication — evident in the line of questioning at the July 25th board meeting — that Metro might be denying paratransit service to eligible customers. Were this so, there would be many more appeals and reversals.

# # #

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

July 11, 2003

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A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, July 11, 2003 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chairperson Keogh called the meeting to order at 9:01 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)  
Jeff Almquist  
Mike Keogh  
Ana Ventura Phares (arrived after roll call)  
Emily Reilly  
Mike Rotkin  
Ex-Officio Wes Scott (arrived after roll call)  
Pat Spence  
Marcela Tavantzis

#### DIRECTORS ABSENT

Jan Beautz  
Michelle Hinkle  
Dennis Norton

#### STAFF PRESENT

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

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

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

Peggy Ard, Cabrillo College  
April Axton, Lift Line  
Jane Barr, Mid Peninsula Project Manager  
Heather Boerner, *Sentinel*  
Michael Bradshaw, CCCIL  
Jenna Glasky, SEA  
Clay Kempf, Senior Council

Manny Martinez, PSA  
Bonnie Morr, UTU  
Karena Pushnik, SCCRTC  
Will Regan, VMU  
Sam Storey, Community Bridges  
Linda Wilshusen, SCCRTC

### 2. ORAL AND WRITTEN COMMUNICATION

a. Peter M. Cipolla, VTA

RE: Highway 17 Service

**3. LABOR ORGANIZATION COMMUNICATIONS**

Nothing to report.

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

Nothing to report.

**DIRECTOR AINSWORTH ARRIVED.**

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

Nothing to report.

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

None

**CONSENT AGENDA**

**7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 13 AND JUNE 27, 2003**

No questions or comments.

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

No questions or comments.

**7-3. ACCEPT AND FILE JUNE 2003 RIDERSHIP REPORT  
1<sup>st</sup> PAGE OF THE RIDERSHIP REPORT WILL BE PRESENTED FOR  
CONSIDERATION AT THE JULY 25, 2003 BOARD MEETING**

No questions or comments.

**7-4. CONSIDERATION OF TORT CLAIMS: None**

**7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JULY 17,  
2003 AND THE MINUTES OF THE JUNE 19, 2003 MEETING**

No questions or comments.

**7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF (NO MUG  
MEETING IN JULY) AND THE MINUTES OF THE JUNE 18, 2003 MEETING**

No questions or comments.

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

No questions or comments.

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

No questions or comments.

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

Director Reilly inquired about the letter from VTA, which is listed under “Written Communication”, and requested clarification. Les White responded that METRO passes would no longer be accepted by VTA for their express service or light rail. Highway 17 riders will now need to purchase an upgrade to access VTA’s express and rail services. Mark Dorfman will find out when San Jose State University’s last day of school was as this would result in decreased ridership on the Highway 17 route.

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

No questions or comments.

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

Mr. White pointed out that he “bolded” new text in his staff report to clarify what has been added from the previous month’s report.

**7-12. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA  
CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE**

No questions or comments.

**7-13. A. CONSIDERATION OF GRANTING A BUILDING RESTRICTED RIGHT-OF-WAY  
TO PG&E TO ACCESS A TRANSFORMER TO BE LOCATED AT VIA DEL MAR,  
THE TRANSIT-ORIENTED COMMUNITY LOCATED ADJACENT TO THE  
WATSONVILLE TRANSIT CENTER**

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

Margaret Gallagher introduced Jane Barr, Project Manager, who made a brief presentation to the Board. Ms. Barr showed several architectural drawings denoting the location of the requested right-of-way for the PG&E transformer, plus the requested access to the trash enclosures and recycling receptacle. The Via Del Mar project would be responsible for any costs associated with these requests and for insurance provisions to protect the Transit Center

in every way. There were concerns that by providing this right-of-way, that PG&E might require even more space in the future. Mr. White responded that the right-of-way is for vehicular traffic only. Bonnie Morr's concerns about hazards were put to rest when she was informed that transit activities would not be interfered with during the emptying of trash and recycling receptacles.

**7-14. CONSIDERATION OF AMENDING THE CONTRACT WITH PAIGE'S SECURITY SERVICES INC.**

Tom Stickel reported that this is a contract extension for Paige Security Services at the Pacific Station/Metro Center. Paige Security officers are also utilized for revenue pulling and collection assistance. For security purposes, Paige Security staff also patrols through METRO's facilities on days when METRO is closed. Director Rotkin requested information at the July 25<sup>th</sup> meeting on any complaints that have been received regarding security issues at the Pacific Station/Metro Center. Ex Officio Scott requested contract costing at the next meeting. There was a brief discussion regarding security, or the lack thereof, at both Watsonville and Scotts Valley transit centers.

**REGULAR AGENDA**

**8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

THIS PRESENTATION WILL TAKE PLACE AT THE JULY 25, 2003 BOARD MEETING

**9. CONSIDERATION OF ANNUAL REVIEW OF PARACRUZ PROGRAM:**

**A. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION**

**Summary:**

Bryant Baehr reported that at their April 25<sup>th</sup> meeting the Board requested that staff initiate a one-year review of the ParaCruz program. This review entails a status of the recertification program as well as a report of costs associated with bringing the paratransit service in-house. The original stakeholders who assisted in designing the policies were asked to attend an interactive meeting on May 27<sup>th</sup>. The comments and responses are attached to the staff report as Attachment E. Steve Paulson reported that as of June 30, 2003, 2,177 customers have gone through the certification or recertification process. As of the same date, 51 appeals have been submitted, 86% of which were upheld.

Staff is asking that the Board modify the policy in a few minor areas, including staff who present METRO's case to the on the Appeals Panel being allowed to leave the room in order to afford the customer the maximum amount of privacy regarding their condition when appealing their case.

**Discussion:**

Director Spence asked that the title of “Eligibility Coordinator” replace “Manager of Operations or his/her designee” under Item 9.03 ParaCruz Service Eligibility and Appeals Process Regulation as it relates to summarizing the eligibility criteria and reading the basis for the determination. Director Ainsworth asked for a breakdown of recertification approvals for residents of nursing homes. Bryant Baehr will attempt to break out these numbers. There was discussion regarding certification by other agencies and if our certification process could be in conjunction with those conducted by other agencies. The Board was reminded that METRO certification needs to be compliant with the ADA whereas other certifications might not be. Director Tavantzis expressed concern that the 30-day timeframe for extensions might not be long enough. Director Reilly suggested that the nursing home should determine if the ParaCruz recertification process could replace any other certification that their patients need to go through.

Clay Kempf spoke regarding several of the above-mentioned topics. He also gave a brief history of the certification process prior to 1999 and clarified that not everyone who applied was granted paratransit privileges. He suggested that instead of granting “trip-by-trip” eligibility that staff grant eligibility for a certain amount of time until the customer is certified. He added that anyone who is denied service should be an automatic candidate for a mobility training referral. Michael Bradshaw of CCCIL would like to see the Orthopaedic Hospital staff present during these discussions. He was informed that 248 people lost their certification due to not responding to staff’s correspondence.

**B. CONSIDERATION OF METRO PARACRUZ ONE-YEAR OPERATIONAL REVIEW AND COSTS ASSOCIATED WITH THE POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES**

**Summary:**

Steve Paulson reported on scheduling and the fact that the contractor has not yet implemented the automatic scheduling software. He added that in May 2003, 75% of the rides carried only one passenger. Mr. Paulson reviewed a summary of costs associated with bringing this service in-house, however, these costs do not include additional staff that would be necessary to handle an influx of new ParaCruz drivers. Director Spence asked for a duty breakdown of the employee flow chart. Director Reilly asked staff to give more breakdown of the comparisons (Lift Line vs. in-house) at the next Board meeting.

**Discussion:**

Sam Story explained that in the past year because of the required segregation of the vehicles, age and current types of vehicles, there were delays caused in installing the scheduling software. He anticipates that they will go to live scheduling within sixty (60) days. Director Rotkin asked staff to give an estimate of associated staff costs at the Board meeting of July 25. Director Almquist requested a report at the September Board meeting on the status of the implementation of the Trapeze software by Lift Line. Mr. Kempf asked staff to consider the funding component of a local match for vehicles that Lift Line is providing for service. It was noted that METRO currently has 12 paratransit vans and another 17 paratransit vans will be delivered in October 2003. There was discussion of criteria for taxi script.

**10. CONSIDERATION OF RESPONSE TO GRAND JURY 2002/2003 FINDINGS AS THEY RELATE TO SANTA CRUZ METRO**

**Summary:**

Mark Dorfman stated that there were four findings in the Grand Jury report that concerned METRO. Staff is required to respond to these findings by September 30, 2003. The four findings were: 1) Highway 17 service and the need to coordinate METRO service with service in San Jose. 2) Passenger Rail Service and the need for METRO service from multiple locations. 3) Express bus service on local routes plus service to Park & Ride lots between major destination stops. 4) UCSC and Harvey West areas – Eastern access to UCSC via Encinal Street plus a multi-modal transportation center.

Staff's responses are as follows: 1) Staff will continue to work towards efforts to maximize connections and reduce travel times for the Highway 17 Express. 2) Staff will evaluate the economics of any additional service that might be required if passenger rail service to Pajaro Station is provided. 3) Staff will continue to look into low-cost strategies to move towards Bus Rapid Transit (BRT) type approaches to deal with congestion. Staff will also work with SCCRTC to ensure that BRT type approaches continue to be evaluated as part of future transportation improvements. 4) Staff will continue to work with the City to explore the feasibility of a Park and Ride lot approach in this location.

**11. CONSIDERATION OF RANKING FOR AWARD OF CONTRACT FOR ARCHITECTURAL ENGINEERING SERVICES FOR THE FINAL DESIGN AND ENGINEERING OF THE METROBASE PROJECT  
**ACTION IS REQUIRED AT THE JULY 11, 2003 BOARD MEETING****

**Summary:**

Mark Dorfman commented that a Request For Proposals (RFP) was sent to 99 firms. The pre-proposal meeting had approximately 28 people in attendance. The six proposals received were scaled down to two. The interview committee unanimously recommended that RNL Design be ranked first for Architectural Engineering service for the design and engineering of the MetroBase Project. Staff will return to the Board in two weeks to request that the contract be awarded to RNL Design.

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

**Adopt the ranking of firms from the Evaluation Committee and authorize staff to enter into negotiations with RNL Design for a contract for Architectural/Engineering Services for the design of the MetroBase Project.**

Director Tavantzis would like to see a listing of all the firms who responded to the RFP.

**Motion passed with Directors Beautz, Hinkle, Norton and Rotkin being absent.**

**12. CONSIDERATION OF SERVICE ADJUSTMENTS FOR FALL 2003**

**Summary:**

Mark Dorfman reported that there are four minor changes that are recommended to be in place for the fall. These changes were reviewed by the Service Planning and Review Committee (SPARC) and also by the MUG and MASTF committees.

**13. CONSIDERATION OF PROPOSAL FROM CABRILLO COLLEGE FOR BUS SERVICES  
ACTION IS REQUIRED AT THE JULY 11, 2003 BOARD MEETING**

**Summary:**

Mark Dorfman stated that in the past METRO had a contract with Cabrillo College which dealt with billable rides. The contract expired years ago but METRO continued to honor it until June 30, 2003. Cabrillo's proposal addressed revenues and equity but not the billable rides issue. It was noted that billable rides have been decreasing over time due to the Watsonville campus. A second proposal was received whereby students would be allowed to ride Monday through Saturday only – no Sundays. Faculty and staff would also obtain bus passes. Each ride would be paid for so there is no longer a billable ride situation.

Staff also recommends that the Board look at cost-of-living types of increases on an annual basis. Action is needed today to allow Cabrillo time to meet their publication schedule and to include the new bus pass rate in this information.

**Discussion:**

Peggy Ard, Vice President of Business Services for Cabrillo, stated that there is no determination of the final bus pass fee yet for the program they proposed. She is working with both staff and students of Cabrillo and is awaiting the outcome of this meeting.

**ACTION: MOTION: DIRECTOR AINSWORTH      SECOND:    DIRECTOR PHARES**

**Authorize the General Manager to negotiate and execute a contract with Cabrillo College for the provision of bus services.**

**Motion passed with Directors Beautz, Hinkle, Norton and Rotkin being absent.**

**ACTION:    MOTION:    DIRECTOR TAVANTZIS    SECOND:    DIRECTOR REILLY**

**Move Items 10 and 12 to the Consent Agenda.**

**Motion passed with Directors Beautz, Hinkle, Norton and Rotkin being absent.**

Director Spence returned to Item #9 and stated that under IX. Hearing Procedures, Paragraph 9.03 it states, “The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least 24 hours in advance of the hearing”. She mentioned that 24 hours is not workable. Les White responded that staff would look at the language on this.

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

**Extend the meeting past 11:00 a.m.**

**Motion passed with Directors Beautz, Hinkle, Norton and Rotkin being absent.**

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

Margaret Gallagher reported that there would be a conference with Legal Counsel regarding anticipated litigation of one potential case.

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

None

**SECTION II: CLOSED SESSION**

Vice Chairperson Keogh adjourned to Closed Session at 11:01 and reconvened to Open Session at 11:10 p.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**16. REPORT OF CLOSED SESSION**

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

**ADJOURN**

There being no further business, Vice Chairperson Keogh adjourned the meeting at 11:11 a.m.

Respectfully submitted.

Dale Carr  
Administrative Services Coordinator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

July 25, 2003

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A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, July 25, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chairperson Reilly called the meeting to order at 9:06 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Sheryl Ainsworth  
Mike Keogh  
Dennis Norton  
Emily Reilly  
Ex-Officio Wes Scott  
Pat Spence  
Marcela Tavantzis

#### DIRECTORS ABSENT

Jeff Almquist  
Jan Beautz  
Michelle Hinkle  
Ana Ventura Phares  
Mike Rotkin

#### STAFF PRESENT

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

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

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

Heather Boerner, *Sentinel*  
Michael Bradshaw, CCCIL  
Scott Bugental, Sr. Council  
Kasandra Fox, MASTF  
Jenna Glasky, SEA  
Gary Klemz, SEIU  
Paul Marcelin-Sampson, Metro Riders Union

Manny Martinez, PSA  
Jeff North, UTU  
Will Regan, VMU  
Joe Sampson, Metro Riders Union  
Sam Storey, Community Bridges  
Jim Taylor, UTU  
Amy Weiss, Spanish Interpreter

### 2. ORAL AND WRITTEN COMMUNICATION

#### Written:

- a. Peter M. Cipolla, VTA
- b. R. Paul Marcelin-Sampson

RE: Highway 17 Service  
RE: Input on Advisory Groups

- c. Tony Madrigal, SEIU RE: Budget Accountability Act  
Note: A video on the Budget Accountability Act is available  
for perusal at the Administration office of METRO

Oral:

Les White explained that the Board had previously endorsed a resolution supporting the Budget Accountability Act. Mr. Madrigal of SEIU is asking that the Board sponsor this Act in order to have it placed on the ballot as a referendum to the voters. Gary Klemz spoke to this issue and asked that the Board pass a resolution that would include METRO as an endorser of this Act. Mr. White asked the Board to allow staff to put the resolution into the METRO format and bring it back to them in August for consideration.

R. Paul Marcelin-Sampson of the Metro Riders Union spoke to remind the Board that he made several requests and has received no response. He also expressed concern about the Cabrillo passes not being valid on Sundays. Les White apologized for not responding to Mr. Marcelin's letter and stated that he would respond next week to all concerns except the distribution of literature at transit centers as this will need to be approved by the Board; this item will be agendaized for the Board's August meeting. Mr. White also addressed the Cabrillo bus pass issue and stated that staff would continue to strongly encourage Cabrillo to allow the pass to be used 7 days a week.

Jill Bates, Recreation Supervisor with the City of Santa Cruz, oversees the children's day camp program. Ms. Bates submitted a letter of appreciation for Bryant Baehr for his exceptional customer service.

Adam Tomaszewski represents the seniors at Via Pacifica Gardens and submitted two letters of appreciation to the Board from the administrator of Via Pacifica. One letter was for METRO bus service and the other for Lift Line service. Mr. Tomaszewski recently was recertified into the ParaCruz program and found that the process was professional and complete.

Joe Sampson, a Cabrillo student, spoke regarding the exclusion of Sundays on the Cabrillo College bus pass program. He indicated that he will also speak with Cabrillo's staff in this regard.

Director Spence spoke regarding a letter to the Editor of the Santa Cruz *Sentinel* from Jeff LeBlanc. Mr. LeBlanc responded to a previous letter entitled "Who does Metro Serve?" Director Spence requested that the Board Chair write a letter of acknowledgement to Mr. LeBlanc.

### **3. LABOR ORGANIZATION COMMUNICATIONS**

Jeff North, Vice Chair of UTU, spoke regarding bringing the paratransit service in-house. He stated that UTU is in favor of bringing this service in-house as soon as possible. UTU will work with management to determine the best way to do this.

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

Nothing to report at this time.

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

Kasandra Fox read the following Motion from MASTF's July 17<sup>th</sup> meeting:

MASTF approves the report submitted by Bob Yount on this date (July 17, 2003) and requests that the METRO Board take proper action to enforce the decisions made on July 19, 1996 as to the No Smoking Policy.

Ms. Fox read the motions which, according to Mr. Yount, were passed by the Board on July 19, 1996. Staff was directed to agendize this issue for a future Board Meeting and to check with other cities to see if they have Ordinances regarding smoking.

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

**SECTION I:**

**CONSENT AGENDA:**

**ADD TO ITEM #2**

ORAL AND WRITTEN COMMUNICATION

b. R. Paul Marcelin-Sampson RE: Input on Advisory  
Groups

c. Tony Madrigal, SEIU RE: Budget Accountability  
Act

**ADD TO ITEM #7-3**

ACCEPT AND FILE JUNE 2003 RIDERSHIP REPORT

**(Insert Page 1 of Ridership Report)**

**ADD TO ITEM #7-4**

CONSIDERATION OF TORT CLAIMS: Deny the claim of: Anita  
Herzog, Claim #03-0022

**(Add Claim)**

**ADD TO ITEM #7-17**

CONSIDERATION OF CALL STOP AUDIT REPORT

**(Add Staff Report)**

**ADD TO ITEM #7-18**

ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN  
CLOSED SESSION

**(Add Staff Report)**

**REGULAR AGENDA:**

**ADD TO ITEM #9A**

CONSIDERATION OF ANNUAL REVIEW OF PARACRUZ  
PROGRAM:

A. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ  
RECERTIFICATION

**(Add Supplemental Staff Report)**

B. CONSIDERATION OF METRO PARACRUZ ONE-YEAR  
OPERATIONAL REVIEW AN COSTS ASSOCIATED WITH THE  
POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES

**(Add Supplemental Staff Report)**

**ADD TO ITEM #14**

CONSIDERATION AND APPROVAL OF CONTACT WITH RNL  
INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL &  
ENGINEERING SERVICES FOR THE METROBASE PROJECT

(Will be delivered under separate cover)

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 13 AND JUNE 27, 2003
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 7-3. ACCEPT AND FILE JUNE 2003 RIDERSHIP REPORT
- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the claim of: Anita Herzog, Claim #03-0022
- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JULY 17, 2003 AND THE MINUTES OF THE JUNE 19, 2003 MEETING
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF (NO MUG MEETING IN JULY) AND THE MINUTES OF THE JUNE 18, 2003 MEETING
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2003; APPROVAL OF BUDGET TRANSFERS
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR APRIL 2003
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2003
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 7-12. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE
- 7-13. A. CONSIDERATION OF GRANTING A BUILDING RESTRICTED RIGHT-OF-WAY TO PG&E TO ACCESS A TRANSFORMER TO BE LOCATED AT VIA DEL MAR, THE TRANSIT-ORIENTED COMMUNITY LOCATED ADJACENT TO THE WATSONVILLE TRANSIT CENTER  
B. CONSIDERATION OF GRANTING A LICENSE TO ALLOW VIA DEL MAR JOINT USE OF THE WATSONVILLE TRANSIT CENTER'S TRASH ENCLOSURE ON GARBAGE DAYS AND ALLOW THE RECYCLING COLLECTION TRUCKS ACCESS TO VIA DEL MAR'S RECYCLING RECEPTACLES VIA THE WATSONVILLE TRANSIT CENTER PROPERTY

Director Keogh recommended that the elevations of the proposed development and a map of the Watsonville transit center showing the location of the easements be brought before the Board for public review.

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

**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR REILLY**

**Approve the Consent Agenda**

**Motion passed with Directors Almquist, Beautz, Hinkle, Phares, Rotkin being absent.**

## **REGULAR AGENDA**

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

These employees were not present at the Board meeting to accept their longevity awards. However, Chairperson Reilly requested that these awards be carried over to the August 22<sup>nd</sup> Board meeting to allow the employees an opportunity to accept their awards at that meeting.

### **9. CONSIDERATION OF ANNUAL REVIEW OF PARACRUZ PROGRAM:**

#### **A. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION**

##### **Summary:**

Bryant Baehr reported that at the April 25, 2003 Board meeting, the Board asked staff to conduct a review of the certification and recertification programs. To date, 2,177 people have gone through the certification/recertification program with 51 appeals being submitted. Of the 51 appeals, 44 decisions were upheld by the Appeals Panel.

Staff hosted a meeting on May 27, 2003 to collect input from users, advocates, care facilities, etc. Responses to input received are included in the staff report. Staff recommended to the Board that minor clarifications be made but no major changes to the process or structure.

Staff was directed to provide further information to the Board regarding skilled nursing facilities and the percentage of their residents who were (re)certified. Figures were provided to the Board who requested that the total number of residents be included in the table of information.

##### **Discussion:**

There was discussion as to whether staff at the skilled nursing facilities should be given the responsibility of performing the (re)certification process on its residents; or, whether all residents in a skilled nursing facility should be given automatic (re)certification until such time as they leave the facility. There were further discussions regarding the need to track residents' departures from these facilities if all were automatically (re)certified, the need to pay Ortho personnel for assessments whether they perform them or nursing facility staff does.

Mr. Baehr explained "immediate need" determinations, which are unscheduled, unannounced, devastating events. This determination would allow immediate access to the paratransit service until the problem resolves itself. Staff will work with the various care providers and advocates to clarify this determination and assist in how to use it effectively.

Mr. Baehr discussed how the recertification process is streamlined down to a paper review once a qualified candidate has been initially certified. This entails a phone call by a staff member to determine if anything has changed since certification that would disqualify them from recertification.

There was discussion regarding extensions being obtained by a case manager in the event the applicant is unable to complete the initial steps of the process in the specified timeframe or in the event they do not have a case worker to assist them until after the specified timeframe expires.

**Public Comment:**

Brenda Moss, Executive Director of Senior Network Services: Ms. Moss stated that she provided three hours of input at the public meeting of May 27<sup>th</sup> and the response did not address her concerns. Ms. Moss reiterated some of the points outlined in her May 2003 “Concerns About Paratransit Certification Process”, which was included in the staff report as an attachment.

Director Reilly asked staff to provide applicants with information regarding advocates in the initial letter that is being sent out.

Scott Bugental, Associate Director of Seniors Council: Mr. Bugental agreed with comments made by Brenda Moss. He asked that the Board reconsider allowing the skilled nursing facilities to do the (re)certifications. Regarding the “immediate need” designation, Mr. Bugental recommended that people in this situation be allowed service for all trips, not just medical appointments. Director Keogh asked Mr. Bugental if other facilities, such as nursing homes, are knowledgeable and up-to-date on ADA qualifications and he responded “no”.

Adam Tomaszewski, Via Pacific Gardens: Mr. Tomaszewski reiterated that the (re)certification process was professional and complete. He added that the public confuses Lift Line with paratransit service and recommended that this be clarified. He further added that the medical requirement could be signed by a medical specialist.

**Public Comment was closed at this time.**

Bryant Baehr confirmed that advocate information would be given to the applicant at the beginning of the process going forward. Mr. Baehr expressed his concern with authorizing skilled nursing facilities to (re)certify its residents. He did confirm that Orthopaedic Hospital staff does on-site assessments when needed. He also confirmed that “immediate need” trips can be used for errands other than medical appointments, however, each individual trip would need to be approved. Les White stated that staff would look into the criteria for “immediate need” trips (i.e. allowing “immediate need” to be for a period of time rather than trip-by-trip). Staff will also look at the contract with Orthopaedic Hospital to determine if they would receive compensation for (re)certifications that were done by a skilled nursing facility. Director Spence expressed concern that people living in their homes but with the same level of incapacity as one living in a skilled nursing home would still need to attend a (re)certification session and that would not be fair simply based on where the person lives.

Director Spence distributed revised language for Section 9.02 and 9.03. Les White stated that staff would like the opportunity to review impacts and bring this back to the Board with recommendations in September.

Staff will return to the Board with the following information:

- 1) Information regarding on-site assessments for larger groups
- 2) Review of Orthopaedic Hospital contract to determine if they would receive compensation if (re)certifications were conducted by skilled nursing facilities in some instances.
- 3) Review criteria for “immediate need” designations, including authorizing for a period of time rather than on a trip-by-trip basis.
- 4) Include information on advocates in the initial letter sent to the applicant.
- 5) Consider allowing advocate to request an extension to the 30-day response time.
- 6) Make the proposed changes to the language as presented by staff and by Director Spence.
- 7) Add in total number of residents to the chart of care facility residents who were (re)certified.

**B. CONSIDERATION OF METRO PARACRUZ ONE-YEAR OPERATIONAL REVIEW AND COSTS ASSOCIATED WITH THE POTENTIAL DIRECT OPERATION OF PARATRANSIT SERVICES**

**Summary:**

Steve Paulson discussed the one-year review of operational statistics and rider demand. He expressed concern regarding on-time performance, which has a minimum standard of 92%. Performance for this period is 90.88% trips performed in the ready window. Excessively late or missed trips for this period – 62%. Scheduling continues to be an issue. The contractor is not utilizing the software that would assist with the scheduling. A report on the status of this software installation will be presented to the Board in September.

Mr. Paulson reviewed the summary of costs involved in bringing the paratransit service in-house. To mitigate this cost, Mr. White stated that it would take 1-4 routes being cut. However, he reminded the Board of the \$300,000 contingency fund that could be used.

**Discussion:**

There was discussion on the positions that would be needed, their union affiliation and a possible two-tiered system of drivers in UTU. Director Spence expressed concern about integrating the paratransit customer service in with the regular METRO customer service.

Paul Marcelin-Sampson stated that he is concerned about escalating costs of METRO services and questioned if the current bus operator wages are reasonable. He asked the Board to compare METRO bus operator wages with those in private enterprise. He also suggested automating the phone system to reduce manual customer service duties.

Sam Storey of Community Bridges referred to the performance numbers and to bringing the service in-house. He stated that Lift Line’s on-time performance is 90.9%. Of that percentage,

3.4% were early pickups performed at the convenience of the client. Lift Line continues to work on improving the 94.2% late rides. Mr. Story spoke of the Trapeze software issue and confirmed that Lift Line is going towards line scheduling within sixty days. He also spoke of bringing the service in-house and added that it is not a cost effective approach to run a dual paratransit service and it would further confuse seniors who are already confused about the various types of paratransit programs. Mr. Story asked that if the ADA paratransit service is brought in-house, that current Lift Line individuals be given priority to be placed in any new positions that might be created at METRO.

Les White stated that staff would continue to analyze bringing this service in-house and the issue of a completely integrated system.

10. **MOVED TO CONSENT AGENDA AS ITEM #7-15**

11. **DELETED**

12. **MOVED TO CONSENT AGENDA AS ITEM #7-16**

13. **DELETED**

14. **CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE METROBASE PROJECT**

#### **Summary:**

Mark Dorfman stated that staff is requesting authorization for the General Manager to enter into a contract with RNL Design in an amount not to exceed \$2,530,761 to design and engineer the MetroBase project. A draft of the contract is included in the agenda packet. RNL agreed to utilize Raymundo Engineering as their consultant for the alternate fuel system as they are familiar with it and would give METRO some continuity in this phase of the project. RNL also agreed that Project Manager Chuck Boxwell would not be reassigned to another project without METRO's explicit permission.

#### **Discussion:**

Director Tavantzis stated that she has not had time to review the materials on this issue and asked for postponement of the decision until the first meeting in August. Director Norton, a member of the interview panel, supports staff's position. He added that RNL Design's experience far exceeded that of the other applicants. Mr. White suggested that the Board approve the contract today so staff could give Notice to Proceed, which is critical; any action the Board would take today could be reviewed at a later date subject to the termination for convenience clause in the contract. Director Tavantzis has no problem with giving the Notice to Proceed, however, she would like to see a final signed contract at the August 8<sup>th</sup> Board meeting.

There was discussion of state funding and STP funding from the Regional Transportation Commission, which will hopefully be brought back to this project in 2006. This award of contract was deferred to the August Board meeting for approval.

Staff requested that the Board add Watsonville's request for shuttle service to the Monterey Bay Strawberry Festival to the agenda as there is a need to take action that arose after the Board agenda was posted.

**ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR REILLY**

**Add the request from Watsonville to provide shuttle service to the Monterey Bay Strawberry Festival to today's agenda since the need to act arose after the posting of the agenda and action is needed prior to the next Board meeting.**

**Motion passed with Directors Almquist, Beautz, Hinkle, Phares and Rotkin being absent.**

Director Tavantzis pointed out that the request entails full payment of the service by the City of Watsonville with no cost to METRO.

**ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR AINSWORTH**

**Approve the request for shuttle service for Saturday and Sunday to the Monterey Bay Strawberry Festival.**

**Motion passed with Directors Almquist, Beautz, Hinkle, Phares and Rotkin being absent.**

### **ADJOURN**

There being no further business, Chairperson Reilly adjourned the meeting at 11:35 a.m.

Respectfully submitted.

Dale Carr  
Administrative Services Coordinator

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

DATE: 07/01/03 THRU 07/31/03

CHECK NR	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
197	07/03/03	83,071.57991315	DEVCO OIL	83044	JUN FUEL	83,071.57
198	07/03/03	11.88 104	STATE STEEL COMPANY	83941	PARTS & SUPPLIES	11.88
199	07/03/03	191.46 161	OCEAN CHEVROLET INC	83043	REV VEH PARTS	191.46
200	07/03/03	189,077.67592	CA PUBLIC EMPLOYEES'	83045	JUL MEDICAL INS	189,077.67
201	07/11/03	471.34 001003	ROY MILLER FREIGHT LINES	83046	FREIGHTOUT/CCW	471.34
202	07/11/03	1,097.25991913	ENVIRONMENTAL & OCCUPATIONAL	83947	PROF SVCS 5/24-6/6	1,097.25
203	07/11/03	7,636.19991943	VISION SERVICE PLAN	83048	JUL VISION INSURANCE	7,636.19
204	07/11/03	3,803.25991953	NEW FLYER INDUSTRIES LIMITED	83049	REV VEH PARTS 3 2 9	328.63
				83050	REV VEH PARTS 49	49.37
				83951	REV VEH PARTS 2538	2,538.06
				83052	REV VEH PARTS 90	99.99
				83053	REV VEH PARTS 400	399.90
				83954	REV VEH PARTS 397	397.29
205	07/11/03	66.30 991112	BRINKS TROPHY SHGPPE	83055	UNIFORMS/OPS	66.30
206	07/11/03	7,477.12 991293	GREYHOUND LINES, INC.	83056	JUL03-JUN04 RENT	7,477.12
207	07/11/03	437.49 991263	ABBOTT STREET RADIATOR, INC.	83957	REPAIRRADIATOR	437.40
208	07/11/03	512.19 991315	WASTE MANAGEMENT OF S C CO	83058	JUN MT HERMON/KINGS	41.60
				83059	JUN KINGS VILLAGE	142.03
				83969	JUL-SEP LOMOND/HWY	36.99
				83961	JUL-SEP BIG BASIN/HY	36.99
				83952	JUL-SEP AIRPORT/FREE	254.76
209	07/11/03	12,681.49 001346	CITY OF SANTA CRUZ	83063	JAN-MAR OFFICER MET	8,751.01
				83064	PROF SVCS/METRO CNTR	1,449.66
				83065	03/04 COOP RETL MGMT	1,273.88
				83955	PARKING DEF FEES	1,206.94
210	07/11/03	1,519.00 001492	EVERGREEN OIL INC.	83067	HAZ WASTE DISPOSAL	195.00
				83968	HAZ WASTE DISPOSAL	1,016.00
				83969	HAZ WASTE DISPOSAL	308.00
211	07/11/03	15,935.58 001616	UNUM	83070	JUL LTD INSURANCE	15,935.58
212	07/11/03	33.68 991648	STEVE'S UNION	83971	JUN FUEL	33.68
213	07/11/03	4,358.47 991745	HARTFORDLIFE	83972	JUL LIFE/AD&D INS	4,358.47
214	07/11/03	326,265.04 991762	COMMUNITYBRIDGES	83973	MAY ADA PARATRANSIT	169,882.56
				83974	JUN ADA PARATRANSIT	156,382.48
215	971111'03	4,744.28 991899	THERMO KING OF SALINAS, INC	83975	GUT REPAIR/REV PARTS	4x744.28
216	07/11/03	79.74 991995	JAMES PUBLISHING, INC	83076	I S IT ADMISSIBLE?	79.74
217	07/11/03	924.24 992963	COSTCO	83977	PHGTG PROCESS/RISK	8.06
				83078	COMPUTER DESK/RISK	437.99
				83979	COMPUTER DESK/FLEET	437.99
				83080	COFFEE CLUB SUPPLIES	40.20
218	07/11/03	412.50 992959	A TOOL SHED, INC.	83081	EQUIPMENT RENTAL	165.00
				83082	EQUIPMENT RENTAL	247.50
219	07/11/03	1,683.51 992196	AMERICAN SUPPLY COMPANY	83083	CLEANING SUPPLIES	277.02
				83084	CLEANING SUPPLIES	1,406.49
220	07/11/03	11.56 002161	APPLIED INDUSTRIAL TECH	83085	BUS WASHER CHAIN	11.56
221	07/11/03	329.92 992163	BAYHYDRAULICS, INC.	83086	REV VEH PARTS	329.02
222	07/11/03	2,000.00 002267	SHAW & YODER, INC.	83087	MAY LEGISLATIVE SVCS	2,000.00
223	07/11/03	11x277.83 992287	CALIFORNIA SERVICE EMPLOYEES	83088	JUL MEDICAL	11,277.83
224	07/11/03	3,750.00 002346	CHANEY, CAROLYN & ASSOC., INC.	83089	JUL LEGISLATIVE SVCS	3,750.00
225	07/11/03	135.00 992389	MOBILESTORAGEGROUP, INC.	83090	6/2-6/30 CONTAINER	135.00
226	07/11/03	179.56 002459	SCOTTS VALLEY WATER DISTRICT	83091	4/9-6/9 KINGS VLS	28.71

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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CHECK NR	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					83092	4/9-6/9 KINGS VLG	150.85	
0227	07/11/03	342.00	002570 LEADERSHIP DIRECTORIES, INC.		83093	CONGRESS YELLOW BK	342.99	
0228	07/11/03	1,887.75	992097 CTC ANALYTICAL SERVICES INC.		83094	GUT REPAIR REV VEH	1,887.75	
0229	07/11/03	171.98	002639 NEXTEL COMMUNICATIONS		83095	5/26-6/25 PHONES	171.98	
0230	07/11/03	325.75	992707 PITNEY BOWES CREDIT CORP		83096	6 /30-9/30 RENTAL	325.75	
0231	07/11/03	285.62	902713 SANTA CRUZ AUTO TECH, INC		83097	OUT REPAIR/89600	285.62	
0232	07/11/03	4.99	004 NORTH BAY FORD LINC-MERCURY		83098	REV VEH PARTS	4.00	
0233	07/11/03	19.31	999 PACIFIC GAS & ELECTRIC		83999	5/29-6/27 SAKATA LN	19.31	
0234	07/11/03	927.16	013 MCI SERVICE PARTS, INC.		83199	REV VEH PARTS	373.76	
					83191	REV VEH PARTS	179.64	
					83102	REV VEH PARTS	373.76	
0235	07/11/03	17.00	914 CARRI LO COLLEGE		83103	FINGERPRINTING	17.99	
0236	07/11/03	50.65	921 #HOLY-WATER PURIFICATION SERV.		83104	GUT REPAIR EQUIPMENT	50.65	
0237	07/11/03	1,603.52	939 KINKO'S INC.		83105	JUN PRINTING	1,603.52	
0238	07/11/03	656.31	943 PALACE ART&OFFICESUPPLY		83106	OFFICE SUFFLIES	656.31	
0239	07/11/03	371.94	945 ROYAL WHOLESALE ELECTRIC		83107	REPAIRS/MAINTENANCE	314.92	
					83108	REPAIRS/MAINTENANCE	57.92	
0240	07/11/03	347.x	9% GREEN LINE		83109	HAZ WASTE DISPOSAL	347.59	
0241	07/11/03	117.15	061 RESISTER FAJARGNAN		83119	DBE FY94 CLASIFID AD	117.15	
0242	07/11/03	156.98	974 KENVILLE & SONS LOCKSMITH		83111	JUN LOCKS/KEYS	156.98	
0243	07/11/03	292.88	075 COAST PAPER & SUPPLY INC.		83112	CLEANING SUFFLIES	292.88	
0244	07/11/03	12,257.04	979 SANTA CRUZ MUNICIPAL UTILITY		83113	4/26-6/25 PACIFIC	70.52	
					83114	4/26-6/25 PACIFIC	4,059.08	
					83115	4/25-6/25 SGLF CLUB	1,505.55	
					83116	4/25-6/25 379 ENC	329.32	
					83117	4/25-6/25 370 ENC	1 x552.29	
					83118	4/25-6/25 RIVER ST	3,470.97	
					83119	4/25-6/25 111 DUB	1,278.40	
0245	07/11/03	13,500.35	085 DIXON & SON TIRE, INC.		83129	OUT REPAIR REV VEH	185.16	
					83121	JUN TIRES/TUBES	13,315.19	
0246	07/11/03	1,115.39	IG7 SAN LGRENZG LUMBER CO., INC.		83122	REPAIRS/MAINTENANCE	714.00	
					83123	MISC SUPPLIES	401.39	
0247	07/11/03	35.34	113 SCMTD PETTY CASH - FLEET		83124	PETTY C&H/FLEET	35.34	
0248	07/11/03	2,358.88	135 SANTA CRUZ AUTO PARTS, INC.		83125	REV VEH PARTS /SUPPLY	2,358.88	
0249	07/11/03	171.56	147 ZEE MEDICAL SERVICE		83126	SAFETY SUPPLIES	38.77	
					83127	SAFETY SUPPLIES	132.79	
0250	07/11/03	672.19	148 ZEP MANUFACTURING COMPANY		83128	REV VEH PARTS	672.19	
0251	07/11/03	234.48	149 SANTA CRUZ SENTINEL		83129	JUN ADVERTISING	234.48	
0252	07/11/03	3,337.20	156 PRINT GALLERY, THE		83139	PRINT ROUTE STICKERS	3,337.20	
0253	07/11/03	399.69	161 OCEAN CHEVRGLET INC		83131	REV VEH PARTS	300.69	
0254	07/11/03	10,708.20	163 COMMUNITY PRINTER, INC.		83132	PRINTING/BUS PASSES	9,670.32	
					83133	FRINT/PARACRUZ COUPN	1,037.88	
0255	07/11/03	66.99	166 HOSE SHOF, INC.,THE		83134	REPAIRS/MAINTENANCE	53.38	
					83135	REPAIRS/MAINTENANCE	13.61	
0256	07/11/03	976.80	179 TOWNSEND'S AUTO PARTS		83136	REY VEH PARTS/SUPPLY	976.80	
0257	07/11/03	82.49	172 CENTRAL WELDER'S SUPPLY, INC.		83137	PARTS & SUPPLIES	41.99	
					83138	PARTS & SUPPLIES	40.50	
0258	07/11/03	32,709.36	174 SAYLOR & HILL COMPANY		83139	03/04 FRGFERTY INS	32,709.36	
0259	07/11/03	4,428.63	183 BAYSHORE TRUCK EQUIPMENT CO.		83140	REPAIR DIFFERENTIAL	4,428.63	
0260	07/11/03	2,383.12	191 GOLDEN GATE PETROLEUM		83141	JUN FUEL - FLEET	2,383.12	

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261	07/11/03	2,376.48	192 ALWAYS UNDER PRESSURE		83142	DUB STEAM CLNR COIL	2,376.48	
262	07/11/03	1,551.25	225 MISSIONPRINTERS		83143	PRINT/FARE INC LABLS	243.00	
					83144	PRINT BUS PASSES	1,308.25	
263	07/11/03	149.39	251 OFFICEMAX		83145	CHAIR/OPS	149.39	
264	07/11/03	7.86	282 SRAINEER INC. W.W.		83146	REV VEH PARTS	7.86	
265	07/11/03	29.25	289 PRISM PHOTOGRAPHICS. INC.		63147	ROUTE 66 REDO	29.25	
266	07/11/03	142.59	367 COMMUNITY TELEVISION OF		83148	TV COVERAGE 6/27 MTG	142.59	
267	07/11/03	123.45	372 FEDERAL EXPRESS		83149	MAY MAILINGS	96.94	
					83159	JUN MAILING/FLT	26.51	
268	07/11/03	14,984.54	378 STEWART & STEVENSON		83151	GUTREPAIR/#2218	481.50	
					83152	REBUILD TRANSMISSION	8,334.61	
					83153	REBUILD TRANSMISSION	5,750.26	
					83154	REV VEH PARTS	418.17	
269	07/11/03	1,031.96	389 KEN'S AUTO PARTS, INC.		83155	REV VEH PARTS/SUPPLY	1,031.96	
270	07/11/03	1,708.37	395 APPLIED GRAPHICS, INC.		83156	PRINT/OPS VEH SHEET	1,708.37	
271	07/11/03	4,554.03	410 TRANSIT INFORMATION PRODUCTS		83157	GRAPHIC SERVICES	4,554.03	
272	07/11/03	2,295.93	433 AMPAC BUILDING MAINTENANCE		83158	JUN CUSTODIAL SVCS	2,206.03	
273	07/11/03	51.22	434 VERIZON WIRELESS-PAGERS		83159	JUL PAGERS	57.22	
274	07/11/03	52.85	434B VERIZON CALIFORNIA		83169	MT. BIEWLASKI	52.85	
275	07/11/03	187.92	448 UNISOURCE		83161	GLEANING SUPPLIES	187.92	
276	07/11/03	1,007.00	461 VULTRON INC.		83162	MEMORY TRANSFER UNIT	1,007.00	
277	07/11/03	1,528.20	480 DIESELMARINEELECTRIC		83163	REV VEH PARTS	1,528.20	
278	07/11/03	160.00	481 PIED PIPER EXTERMINATORS, INC.		83164	JUN PEST CONTROL	160.00	
3279	07/11/03	28,244.00	497A AMERICANPUBLICTRANSPORTATION		83166	7/03-6/04 MEMBERSHIP	15,744.00	
					83167	7/03-6/04 PT ASSESMT	12,500.00	
280	07/11/03	248.00	497B APTA		83165	DEEFY04ADVERTISMNT	248.00	
281	07/11/03	21,402.74	599 PAIGE'SSECURITYSERVICES,INC		83168	JUN SECURITY	21,402.74	
282	07/11/03	594.83	511 LUMINATOR		83157	REV VEH PARTS	115.33	
					83170	REV VEH PARTS	479.x	
283	07/11/03	1,291.00	533 LINDSKOG, P.E., ROBERT		83171	FRGF SVCS 1/31-2/18	1,291.00	
284	07/11/03	221.78	570 SCHTDPETTY CASH-FLANNINS		83172	PETTY CASH/PLANG	221.78	
285	07/11/03	540.00	571 MONTEREY INFORMATION TECH.		83173	FRGF /TECH SVCS	540.00	
286	07/11/03	14,062.00	616 BROWN ARMSTRONG		83114	AUDIT SERVICES	14,062.00	
287	07/11/03	70.90	682 WEISS, AMY L.		83175	PROF SVCS 6/27	70.00	
288	07/11/03	8,750.00	683 TRISTAR RISK MANAGEMENT		83176	JUL WC SVC FEE	8,750.00	
289	07/11/03	295.99	691 EAGLIAUTOMOTIVE		83177	GUTREPAIR/OTHERVEH	295.00	
290	07/11/03	846.80	733 CLAREMONTBEHAVIORALSERVICES		83178	JUL EAP PREMIUM	846.80	
291	07/11/03	1,080.00	745 FIRSTAMERICAN TITLECOMPANY		83179	PROF/TECH SVCS	1,080.00	
292	07/11/03	175.00	747 MONTEREY REGIONAL COMPLIANCE		83189	SAPEYALUATIGN	175.00	
293	07/11/03	96.10	788 SCHTDPETTY CASH - FINANCE		83181	PETTY CASH/FINANCE	96.10	
294	07/11/03	32,827.01	800 DELTA DENTAL PLAN		83182	JUL DENTAL	32,827.01	
295	07/11/03	13,122.00	804 ORTHOPAEDIC HOSPITAL		83183	MAY PROF/TECH SVCS	13,122.00	
296	07/11/03	243.92	813 DATALED TECHNOLOGIES, INC.		83184	REV VEH PARTS	243.02	
297	07/11/03	12,008.43	909 CLASSIC GRAPHICS		83185	OUT REPAIR/#9802	1,887.23	
					83186	OUT REPAIR/#2234	731.99	
					83187	OUT REPAIR/#908	2,599.58	
					83188	OUT REPAIR/#8085	6,789.63	
298	07/11/03	833.09	950 PARADISELANDSCAPE		83189	SPRINKLERS/SVTC	263.00	
299	07/11/03	15.29	973 SANTACRUZDODGE		83190	JUN MAINTENANCE	570.00	
					83191	REV VEH PARTS	15.29	

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300	07/11/03	27,357.67	975	TRISTAR RISK MANAGEMENT NO. 2	83192	JUN TRUST ACCOUNT #2	27,357.67	
301	07/11/03	1,600.00	992	SELMAN, MATISSE	83193	DEPOSIT	1,600.00	
302	07/11/03	100.00	8001	AINSWORTH, SHERYL	83205	JUN BOARD MEETING	100.00	
303	07/11/03	100.00	8002	ALMQUIST, JEFF	83206	JUN BOARD MEETING	100.00	
304	07/11/03	100.00	8003	BEAUTZ, JAN	83207	JUN BOARD MEETING	100.00	
305	07/11/03	50.00	8006	HINKLE, MICHELLE	83208	JUN BOARD MEETING	50.00	
306	07/11/03	100.00	8007	KEOGH, MICHAEL	83209	JUN BOARD MEETING	100.00	
307	07/11/03	100.00	8010	NORTON, DENNIS	83210	JUN BOARD MEETING	100.00	
308	07/11/03	100.00	8011	REILLY, EMILY	83212	JUN BOARD MEETING	100.00	
309	07/11/03	100.00	8012	SPENCE, PAT	83214	JUN BOARD MEETING	100.00	
310	07/11/03	100.00	8013	VENTURA PHARES, ANA	83211	JUN BOARD MEETING	100.00	
311	07/11/03	100.00	8014	CITY OF WATSONVILLE	83215	JUN BOARD MEETING	100.00	
312	07/11/03	100.00	8015	ROTKIN, MIKE	83213	JUN BOARD MEETING	100.00	
313	07/11/03	119.98	E002	STICKEL, TOM	83194	EMPLOYEE INCENTIVE	119.98	
314	07/11/03	303.96	E030	FENN, MARILYN	83195	SFDA ANNUAL CONF	303.96	
315	07/11/03	34.00	E033	CLARKE, PATRICIA	83196	DMV FEES	34.00	
316	07/11/03	44.00	E037	GROSJEAN, DOUG	83197	DMV/VTT FEES	44.00	
317	07/11/03	116.90	E088	O'DONNELL, SHAWN	83198	EMPLOYEE INCENTIVE	62.65	
					83199	EMPLOYEE INCENTIVE	54.25	
318	07/11/03	11.50	E090	CALLEJAS, LETICIA	83200	SUPP LIFE INS PREM	11.50	
319	07/11/03	49.25	E373	DORFMAN, MARK	83201	CTC MEETING 6/26	49.25	
320	07/11/03	22.83	E397	GALLAGHER, MARGARET	83202	WC SEMINAR 6/24	22.83	
321	07/11/03	34.69	E522	CARR, DALE	83203	EMPLOYEE INCENTIVE	34.69	
322	07/11/03	67,500.00	R402	FOX & ROBERTSON, P.C	83204	SETTLEMENT	67,500.00	
323	07/18/03	1,071.01	001	SBC	83216	JULY LINE - IT	592.74	
					83217	JULY PHONE LINES	85.76	
					83218	JULY PHONE LINES	392.51	
324	07/18/03	131.55	001296	LEXISNEXIS MATTHEW BENDER	83221	CA PUB LAB REL #14	131.55	
325	07/18/03	10,531.68	001346	CITY OF SANTA CRUZ	83222	APR-JUNE OFFICER MET	10,531.68	
326	07/18/03	340.00	001492	EVERGREEN OIL INC.	83223	HAZ WASTE DISPOSAL	340.00	
327	07/18/03	343.50	001752	THOMPSON PUBLISHING GROUP, INC.	83224	ADA COMPLIANCE GUIDE	343.50	
328	07/18/03	283.38	001936	MCI	83225	JUNE LONG DISTANCE	283.38	
329	07/18/03	2,017.37	001A	PACIFIC BELL/WORLDCOM	83219	JUNE PHONE LINE	91.01	
					83220	JUNE PHONES	1,926.36	
330	07/18/03	1,273.31	002028	WESTCOAST LEGAL SERVICE	83226	PROF/TECH SVCS	1,273.31	
331	07/18/03	3,558.92	002192	BAY EQUIPMENT & REPAIR	83227	OUT REPAIR/#121	13,558.92	
332	07/18/03	64.00	002567	DEPARTMENT OF JUSTICE	83228	JUNE FINGERPRINTS	64.00	
333	07/18/03	507.60	002643	IOS CAPITAL	83229	6/22-8/21 CANON RENT	507.60	
334	07/18/03	987.95	002713	SANTA CRUZ AUTO TECH INC	83230	OUT REPAIR/OTHER VEH	331.91	
					83231	OUT REPAIR/OTHER VEH	511.04	
					83232	OUT REPAIR/OTHER VEH	145.00	
335	07/18/03	2,827.75	009	PAC F C GAS & ELECTRIC	83233	5/31-6/27 BEACH ST	105.93	
					83234	5/31-6/30 RODRIGUEZ	1,469.51	
					83235	5/31-6/30 RODRIGUEZ	22.56	
					83236	6/4-6/30 GOLF CLUB	1,857.29	
					83237	6/4-6/30 RIVER ST	40.69	
					83238	6/4-6/30 RIVER ST	1,986.35	
					83239	6/6-7/7 PACIFIC AVE	655.04	
					83240	6/6-7/7 PACIFIC AVE	129.44	
					83241	6/6-7/7 PACIFIC AVE	1,381.59	

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				83242	6/4-7/2 ENCINAL ST	2,822.49
				83243	6/4-7/2 ENCINAL ST	47.73
				83244	6/4-7/2 HARVEY WEST	36.85
				83245	6/4-7/2 111 DUBOIS	810.23
				83246	6/4-7/2 111 DUBOIS	216.91
				83247	6/12-7/11 KINGS VILL	431.94
				83248	6/12-7/11 KINGS VILL	15.97
				83249	6/12-7/11 KINGS VILL	797.23
0337	07/18/03	2,392.44	041 MISSION UNIFORM	83250	JUN UNIFORMS/LAUNDRY	396.85
				83251	JUN UNIFORMS/LAUNDRY	60.60
				83252	JUN UNIFORMS/LAUNDRY	1,914.99
0338	07/18/03	179.11	074 KENVILLE & SONS LOCKSMITH	83253	JUN LOCKS/KEYS	179.11
0339	07/18/03	263.00	075 COAST PAPER & SUPPLY INC.	83254	CLEANING SUPPLIES	263.00
0340	07/18/03	6.00	079 SANTA CRUZ MUNICIPAL UTILITY	83255	JUN LANDFILL	6.00
0341	07/18/03	2,044.73	080A STATE BOARD OF EQUALIZATION	83256	APRIL-JUNE FUEL TAX	2,044.73
0342	07/18/03	200.25	090 CRYSTAL SPRINGS WATER CO.	83257	JUN WATER FLEET	200.25
0343	07/18/03	78.97	122 SCMTD PETTY CASH - OPS	83258	REIMB PETTY CASH-OPS	78.97
0344	07/18/03	6,846.23	134 DAY WIRELESS SYSTEMS	83259	JUN OUT REPAIR EQUIP	6,846.23
0345	07/18/03	790.60	166 HOSE SHOP, INC., THE	83260	REV VEH PARTS/SUPPLY	790.60
0346	07/18/03	149.20	186 WILSON, GEORGE H., INC.	83261	REPAIRS/MAINTENANCE	149.20
0347	07/18/03	470.22	294 ANDY'S AUTO SUPPLY	83262	REV VEH PARTS/SUPPLY	470.22
0348	07/18/03	1,126.85	395 APPLIED GRAPHICS, INC.	83263	ONE DAY PASS COUPONS	1,126.85
0349	07/18/03	232.37	436 WEST GROUP PAYMENT CTR	83264	PRACTICE GUIDE UPDAT	138.24
				83265	JUNE ACCESS CHGS	94.13
0350	07/18/03	670.47	579 LAB SAFETY SUPPLY INC.	83266	SMALL TOOLS 632	670.47
0351	07/18/03	1,350.00	705 BUSTICHI CONSTRUCTION, INC.	83267	SILTANEN PARK	1,350.00
0352	07/18/03	12,887.00	804 ORTHOPAEDIC HOSPITAL	83268	JUNE PROF/TECH	12,887.00
0353	07/18/03	5,687.50	847 ROMA DESIGN GROUP	83269	4/16-5/31 PROF SVCS	5,687.50
0354	07/18/03	2,000.36	851 I.M.P.A.C. GOVERNMENT SERVICES	83270	4055019201230620	2,000.36
0355	07/18/03	2,569.88	978 LINCOLN M.D., TODD L.	83271	PROF/TECH SVCS	2,569.88
0356	07/18/03	66.00	E403 HILL, ANDREW	83272	DMV MEDICAL EXAM	66.00
0357	07/18/03	25,000.00	R403 PARKER, DOROTHY AND	83273	SETTLEMENT CLAIM	25,000.00
0358	07/25/03	1,407.05	001119 MACERICH PARTNERSHIP LP	83274	AUG - CAPITOLA MALL	1,407.05
0359	07/25/03	5,000.00	001365 BORTNICK, ROBERT S. & ASSOC.	83275	INVESTIGATIVE SVCS	5,000.00
0360	07/25/03	1,516.08	001589 STATEWIDE RENT-A-FENCE INC.	83276	FENCE RENTAL 03/04	1,516.08
0361	07/25/03	16,440.79	001616 UNUM	83277	AUG LTD INSURANCE	16,440.79
0362	07/25/03	70.00	001856 BAY COMMUNICATIONS	83278	OUT REPAIR PHONES	70.00
0363	07/25/03	13.05	002063 COSTCO	83279	PHOTO PROCESS OPS	13.05
0364	07/25/03	600.00	002080 CHRISTOPHER, BROOKE	83333	VISUAL ARTS COORD	600.00
0365	07/25/03	30,661.16	002116 HINSHAW, EDWARD & BARBARA	83280	AUG - 370 ENCINAL	24,412.84
				83281	AUG - 120 DUBOIS	6,248.32
0366	07/25/03	10,676.78	002117 IULIANO, NICK	83282	AUG - 111 DUBOIS	10,676.78
0367	07/25/03	2,374.72	002610 FREDERICK ELECTRONICS CORP.	83283	AUG - 375 ENCINAL	2,374.72
0368	07/25/03	95.35	009 PACIFIC GAS & ELECTRIC	83284	6/15-7/15 PAUL SW	95.35
0369	07/25/03	974.40	017 SUN MICROSYSTEMS, INC.	83285	7/1-9/30 SVCS	974.40
0370	07/25/03	356.48	020 ADT SECURITY SYSTEMS	83286	TEL ALARMS	96.45
				83287	TEL ALARMS	260.03
0371	07/25/03	3,648.00	080 STATE BOARD OF EQUALIZATION	83288	APRIL-JUNE USE TAX	3,648.00
0372	07/25/03	391.00	083 THYSSENKRUPP ELEVATOR -042	83289	JUL-SEP ELEV SVC	391.00
0373	07/25/03	2,305.76	110 JESSICA GROCERY STORE, INC.	83290	AUG CUSTO MAN SVCS	2,305.76

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

DATE: 07/01/03 THRU 07/31/03

CK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
0374	07/25/03	1,918.27	130 WATSONVILLE CITY WATER DEPT.	83291	5/1-7/1 RODRIGUEZ	58.71
				83292	5/1-7/1 RODRIGUEZ	30.17
				83293	5/1-7/1 RODRIGUEZ	480.72
				93294	CONTAINER RODRIGUEZ	1,255.04
				83295	6/1-7/1 SAKATA	13.09
				832%	6/1-7/1 RODRIGUEZ	9.25
				83297	6/2-7/1 SAKATA	71.29
0375	07/25/03	214.31	215 IKON OFFICE SOLUTIONS	83218	7/9-8/9 MAINT OPS	214.31
0376	07/25/03	26.25	254 C.L. CONSULTING	83299	ABS CONSULTING	26.25
0377	07/25/03	2,660.00	394 PACIFIC COMTEL	83300	7/03-6/04 MINT	2,660.00
0378	07/25/03	192,202.14	502 CA PUBLIC EMPLOYEES'	83301	AUG MEDICAL IN S	192,202.14
0379	07/25/03	191.92	510 ASCOM HASLER LEASING	83302	AUG EQUIP RENTAL	191.92
0380	07/25/03	330.84	555 ARROWHEAD MTN SPRING WATER	83393	JUN WATER ADMIN	144.11
				83394	JUNE WATER PLNG	186.73
0381	07/25/03	493,977.00	588 CALTIP	83305	03/04 LIABILITY	440,583.00
				83306	03/04 PHYS DAMAGE	53,394.00
0382	07/25/03	3,269.76	809 IBM CORPORATION	83307	SW MAINT 7/03-6/04	3,269.76
0383	07/25/03	900.00	840 BOUCHARD, BRENT	83308	AUG - VERDON LDT	900.00
0384	07/25/03	6,787.50	847 ROMA DESIGN GROUP	83309	PROF SVCS	6,787.50
0385	07/25/03	91.75	848 SANTA CRUZ ELECTRONICS	83310	OFFICE SUPPLY - IT	91.75
0386	07/25/03	108.26	855 ANGI INTERNATIONAL, LLC	83311	REPAIRS/MAINT	103.25
3387	07/25/03	37.00	884 UNITED STATES POSTAL SERVICE	83312	POSTAGE STAMPS	37.00
0388	07/25/03	37.43	E522 CARR, DALE	83313	LOCAL MTG EXPENSE	37.43
0389	07/25/03	296.00	M001 HORTON, JOSEPH H	83314	AUG MEDICAL PREMIUM	296.00
0390	07/25/03	504.99	M002 RACKLEY, EARL	83315	AUG MEDICAL PREMIUM	504.00
0391	07/25/03	252.09	M003 WYANT, JUDI	83316	AUG MEDICAL PREMIUM	252.00
0392	07/25/03	252.00	M005 ROSS, EMERY	83317	AUG MEDICAL PREMIUM	252.00
0393	07/25/03	655.00	M006 VAN DER ZANDE, ED	83318	AUG MEDICAL PREMIUM	655.00
0394	07/25/03	496.00	M007 BLAIR-ALWARD, GREGORY	83319	AUG MEDICAL PREMIUM	415.99
0395	07/25/03	496.00	M008 CAMPOS, ARVILLA	83320	AUG MEDICAL PREMIUM	496.00
0396	07/25/03	825.00	M009 FREEMAN, MARY	83321	AUG MEDICAL PREMIUM	825.99
0397	07/25/03	288.00	M010 SHORT, SLOAN	83322	AUG MEDICAL PREMIUM	288.00
0398	07/25/03	88.00	M011 LAWSON, LOIS	83323	AUG MEDICAL PREMIUM	88.00
0399	07/25/03	88.00	M012 ROSE, JACK	83324	AUG MEDICAL PREMIUM	88.90
0400	07/25/03	288.00	M013 JAHNKE, EILEEN	83325	AUG MEDICAL PREMIUM	288.00
0401	07/25/03	88.00	M015 HETH, KATHRYN	83325	AUG MEDICAL PREMIUM	88.00
0402	07/25/03	44.00	M016 HICKLIN, DONALD KENT	83327	AUG MEDICAL PREMIUM	44.00
0403	07/25/03	44.00	M017 PORTILLA, EARLENE	83328	AUG MEDICAL PREMIUM	44.00
0404	07/25/03	44.00	M018 SANDRETTI, ALFRED	83329	AUG MEDICAL PREMIUM	44.99
0405	07/25/03	80.00	M019 WILLIAMS, ROBERT	83330	AUG MEDICAL PREMIUM	80.00
0406	07/25/03	28.00	M021 BAKER, DALE	83331	AUG MEDICAL PREMIUM	28.99
0407	07/25/03	94.86	M022 CAPELLA, KATHLEEN	83332	AUG MEDICAL PREMIUM	94.86
4L		1,935,215.62	COAST COMMERCIAL BANK		TOTAL CHECKS 210	1,935,215.62

## Santa Cruz METRO July 2003 Ridership Report

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC			S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	UC Staff Faculty	Day Pass	Riders	W/C	Day Pass				
10	\$ 3,782.80	14,817	6,538	4,073	88	50	26	8	2	765	1,978	
16	\$ 7,775.71	28,124	12,934	6,593	104	85	30	29	5	1,283	3,831	
19	\$ 2,610.54	10,489	4,901	2,182	34	45	12	28	1	474	1,786	
2	\$ 2,508.10	5,010	866	300	49	66	8	23	2	179	2,244	
3A	\$ 1,673.05	3,402	116	116	33	55	19	52	1	80	1,879	
3B	\$ 1,901.89	4,221	272	125	56	72	12	29	1	72	2,607	
3N	\$ 134.05	330	54	19	1	3	1	-	-	4	172	
3C	\$ 368.51	633	26	10	5	18	12	8	-	7	354	
4	\$ 1,952.37	7,283	142	133	39	177	36	49	2	134	4,973	
7	\$ 767.49	2,487	20	24	13	52	19	32	4	16	1,885	
7N	\$ 2,214.50	3,054	93	69	2	33	12	1	1	112	1,440	
9	\$ 206.52	311	8	4	11	11	-	1	-	3	185	
31	\$ 3,028.97	3,942	50	43	63	54	14	34	4	256	1,994	
32	\$ 584.32	927	27	20	10	19	15	8	-	36	523	
35	\$ 32,854.73	36,765	262	250	522	574	78	251	8	1,674	15,869	
36	\$ 330.51	581	25	71	7	16	-	1	-	25	238	
40	\$ 1,732.54	1,610	32	36	61	13	3	22	-	112	571	
41	\$ 1,418.97	1,747	82	52	23	14	1	9	10	226	686	
42	\$ 1,011.25	1,179	24	13	3	12	5	2	-	90	494	
52	\$ 459.59	786	6	15	10	57	6	23	-	15	486	
53	\$ 780.27	983	5	7	15	55	68	37	3	24	495	
54	\$ 489.61	887	17	2	-	6	3	1	1	30	554	
55	\$ 2,224.21	3,696	32	6	51	99	42	33	1	101	2,351	
56	\$ 454.36	688	3	-	21	15	6	12	-	5	451	
58	\$ 33.00	52	-	-	-	-	-	-	-	6	31	
65	\$ 5,255.52	8,311	182	186	91	217	115	86	4	231	4,638	
66	\$ 12,309.75	16,402	354	297	224	289	157	117	7	403	8,043	
67	\$ 6,745.32	9,808	232	151	122	201	73	65	5	347	5,075	
69	\$ 9,632.76	14,289	547	451	177	363	91	128	11	497	7,116	
69A	\$ 18,061.11	22,079	382	338	256	572	146	170	4	755	9,548	
69N	\$ 2,168.19	3,146	136	88	1	51	19	1	1	180	1,486	
69W	\$ 22,259.03	27,304	459	481	246	551	158	194	3	979	11,865	
70	\$ 11.00	14	-	-	-	-	-	-	1	-	12	
71	\$ 69,169.64	80,222	745	878	678	1,887	367	635	30	2,938	33,608	
72	\$ 8,334.60	8,533	5	6	105	267	23	65	-	155	3,237	
73	\$ 6,454.25	6,231	11	1	59	343	61	114	-	44	2,108	
75	\$ 10,825.28	10,302	9	11	104	315	50	108	5	246	3,372	
78	\$ 135.87	129	-	-	1	4	-	2	-	2	50	
79	\$ 2,236.94	2,450	1	2	16	136	20	48	3	50	1,043	
91	\$ 5,961.24	6,769	63	120	142	90	17	37	3	337	2,693	
Unknown	\$ 54.73	119	26	1	-	1	1	-	1	1	14	
<b>TOTAL</b>	<b>\$ 250,919.09</b>	<b>350,132</b>	<b>29,689</b>	<b>17,174</b>	<b>3,443</b>	<b>6,888</b>	<b>1,726</b>	<b>2,464</b>	<b>124</b>	<b>12,895</b>	<b>142,000</b>	

ROUTE	REVENUE	RIDERSHIP	VTA/SC		17		S/D		ECO		Monthly Pass
			Day Pass	CalTrain	Day Pass	Riders	W/C	None	Pass		
17	\$ 7,992.38	8,605	4	38	88	327	9	27	168	389	5,952

RIDERSHIP	
Night Owl	-
Holiday Shuttle	-
<b>TOTAL</b>	<b>-</b>

<b>July Ridership</b>	<b>358,737</b>
<b>July Revenue</b>	<b>\$ 258,911.47</b>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## PASSENGER LIFT PROBLEMS

MONTH OF JULY, 2003

BUS #	DATE	DAY	REASON
2207CG	13-Jul	SUNDAY	Kneel doesn't work properly, scrapes in & out of bus stops
2207CG	20-Jul	SUNDAY	Kneel takes 30 seconds to lift
2207CG	27-Jul	SUNDAY	Kneel takes 30 seconds to lift, drags in & out of bus stops
8078F	22-Jul	TUESDAY	Lift won't stow
8080F	14-Jul	MONDAY	Kneel won't stay down - dangerous
8090F	17-Jul	THURSDAY	Kneel will not always hold
8090F	18-Jul	FRIDAY	Kneel is unsafe, won't stay down 95% of the time
8110C	8-Jul	TUESDAY	W/C ramp would not deploy
9818LF	30-Jul	WEDNESDAY	Lift would not deploy
9818LF	31-Jul	THURSDAY	No power to lift
9820LF	31-Jul	THURSDAY	Rear/front door/kneel interlock stopped working for a short time

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

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

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

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	1	6	4	2	4	100%
FLYER/LOW FLOOR - 40'	12	2	10	8	2	8	100%
FLYER/LOW FLOOR - 35'	18	2	16	13	3	13	100%
FLYER/HIGH FLOOR - 35'	15	3	12	8	4	8	100%
GILLIG/SAM TRANS - 40'	10	10	0	0	0	0	100%
DIESEL CONVERSION - 35'	15	3	12	11	1	11	100%
DIESEL CONVERSION - 40'	14	1	13	10	3	10	100%
GMC/HIGHWAY 17 - 40'	8	2	6	2	4	2	100%
CHAMPION	4	1	3	0	3	0	100%
TROLLEY	1	0	1	1	0	1	100%
CNG NEW FLYER - 40'	8	1	7	7	0	7	100%

Service Interruption Summary Report  
Lift Problems  
07/01/2003 to 07/31/03

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

GOVERNMENT TORT CLAIM



RECOMMENDED ACTION

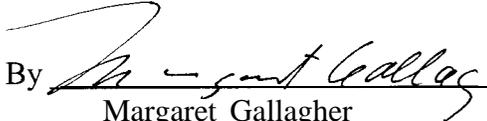
TO: Board of Directors

FROM: District Counsel

RE: Claim of: April Short Received: 07/17/03 Claim #: 03-0023  
Date of Incident: 01/30/03 Occurrence Report No.: SC 01-03-18D

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

- 1. Deny the claim.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Approve the claim in the amount of \$\_\_\_ and reject it as to the balance, if any.

By   
Margaret Gallagher  
DISTRICT COUNSEL

Date: August 1, 2003

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of August 8 & 22, 2003.

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

\_\_\_\_\_  
Date

MG/hp

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

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
(Pursuant to Section 91 0 et Seq., Governnient Code)  
Claim # \_\_\_\_\_

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. **Claimant's Name:** April Short

**Claimant's Address/Post Office BOX:** Law Offices of H.K. Graham, 518 Ocean St., Suite C.  
Santa Cruz, CA 95060

**Claimant's Phone Number:** 831-457-2733

2. **Address to which notices are to be sent:** Law Offices of H.K. Graham, 518 Ocean St., Suite C.  
Santa Cruz, CA 95060

3. **Occurrence:** Plaintiff was injured in a motor vehicle accident while a passenger in a Santa Cruz  
Metropolitan Transit Vehicle

**Date:** January 30, 2003 **Time:** 7:30 pm **Place:** Lompico Road, Santa Cruz County

**Circumstances of occurrence or transaction giving rise to claim:** Plaintiff injured her  
neck and back when the Metro bus on which she was a passenger collided with an oncoming vehicle.

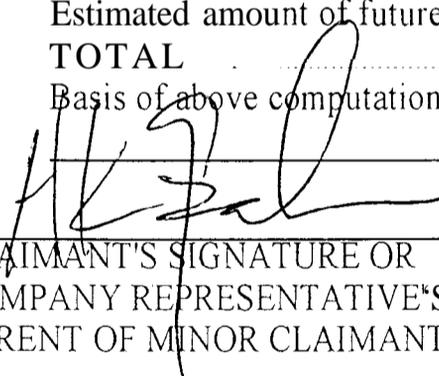
Plaintiff felt immediate pain to her neck and back as well as to her upper and lower extremities. She is  
currently seeking medical treatment for her injuries.

4. **General description of indebtedness, obligation, injury, damage, or loss incurred so far**  
**as is known:** Medical bills for her treatment, loss of n-ages, and general damages

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

6. <b>Amount claimed-now</b>	<u>25,000.00</u>
<b>Estimated amount of future loss, if known</b>	<u>\$unknown</u>
<b>TOTAL</b>	<u>\$25,000.00</u>

7. **Basis of above computations:** estimated value of present claim

  
\_\_\_\_\_  
for April Short

\_\_\_\_\_  
July 16, 2003  
DATE

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

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

**Metro Accessible Services Transit Forum (MASTF)\***  
(\*An official Advisory group to the Metro Board of Directors  
and the ADA Paratransit Program)  
**Thursday August 14, 2003 2:00-4:00 p.m.**  
**The NIAC Building in the Board Room**  
**333 Front Street, Santa Cruz, CA.**

**“AGENDA”**

**ELIGIBLE VOTING MEMBERS FOR THIS MEETING:**

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

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

- I. Call to Order and Introductions
- II. Approval of the July 17, 2003 MASTF Minutes
- III. Oral Communication and Correspondence

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

- IV. Amendments to this Agenda
- V. Ongoing Business
  - 5.1 Report from METRO Board Meeting Regarding METRO No Smoking Policy (Kasandra Fox and Bob Yount)
  - 5.2 Brainstorming on MASTF Membership Recruitment
- VI. New Business
  - 6.1 Changing the Date of MASTF Meetings to the Third Thursday of Every Month (Sharon Barbour)
  - 6.2 Creation of MASTF Web Page (Sharon Barbour)
  - 6.3 MASTF Status as METRO Advisory Body
  - 6.4 Wheelchair Securement (Bryant Baehr)
  - MASTF COMMITTEE REPORTS**
  - 6.5 Training and Procedures Committee Report (Lesley Wright)
  - 6.6 Bus Service Committee Report (Connie Day)
    - a) Metro Users Group (MUG) Report
    - b) Service Planning and Review Report
  - 6.7 Bus Stop Improvement Committee Report (Ed Kramer)
  - 6.8 Paratransit Services Committee Report (Kasandra Fox)

OTHER REPORTS

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

VII. Adjournment

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

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

MINUTES

The Metro Accessible Services Transit Forum met for its monthly meeting on July 17, 2003 in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz CA.

MASTF MEMBERS PRESENT: Ted Chatterton, Connie Day, Shelley Day, Deana Davidson, Ed Kramer, Kasandra Fox, Thom Onan, Lesley Wright and Bob Yount.

METRO STAFF PRESENT:

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

BOARD MEMBERS PRESENT:

None

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

MASTF approves the report submitted by Bob Yount on this date (July 17, 2003) and requests that the METRO Board take proper action to enforce the decisions made on July 19, 1996 as to No Smoking Policy.

RELEVANT ATTACHMENTS FORWARDED TO THE BOARD: A

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

None.

I. CALL TO ORDER AND INTRODUCTIONS

Acting Chair Ed Kramer called the meeting to order at 2:05 p.m.

II. APPROVAL OF THE JUNE 19, 2003 MASTF MINUTES

**MASTF Motion: To approve the June 19, 2003 MASTF Minutes as submitted.  
M/S/PU: C. Day, Fox (By affirmative voice vote)**

III. ORAL COMMUNICATION AND CORRESPONDENCE

John Daugherty shared that the following correspondence had been received since the last MASTF meeting:

- 1) A notice announcing the upcoming **Low Vision Expo** sponsored by the Doran Center for the Blind and Visually Impaired was received. The **Expo** is set for Saturday October 4, 2003 from 10 AM to 3PM at the Louden Nelson Community Center, 301 Center Street.

The notice stated that interested groups should “reserve space now to exhibit” and also noted: “Please contact Carin Hanna at (831) 458-9766 or at [doran@doranblindcenter.org](mailto:doran@doranblindcenter.org) if you have any questions.”

- 2) The July 2003 edition of the *Central Coast Reporter*, a resource newsletter produced by the Association of Monterey Bay Area Governments (AMBAG).
- 3) Mr. Daugherty noted that MASTF members had requested that a recent guest editorial published in the *Santa Cruz Sentinel* be included in the packet for the meeting today. Scotts Valley resident Steve Smith wrote the editorial, “Whom Does Metro Serve?” A copy of Mr. Smith’s editorial was also available for review today.
- 4) Earlier this week former MASTF Chair Jeff LeBlanc provided Mr. Daugherty with an electronic copy of an editorial he wrote in response to Mr. Smith. The response from Mr. LeBlanc, “Metro bus service is vital to the community”, was published in the *Santa Cruz Sentinel* on July 6, 2003.

In his editorial, Mr. LeBlanc states that Mr. Smith “demonstrates the old truism, a little knowledge can be a dangerous thing. Mix it up, as he does, with half-truths, fabrications and spite and you have a truly noxious concoction.” Mr. Daugherty noted that a paper copy of Mr. LeBlanc’s editorial was available for review today.

- 5) A report, dated July 25, 2003, from Bryant J. Baehr to the METRO Board of Directors. The subject of the report is “Consideration of One-Year Review of ParaCruz Recertification.”

Mr. Daugherty read aloud the following information from the top of the first page of the report:

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

After Oral Communications were completed, the items noted above were placed in a folder and circulated to the group.

Thom Onan reported that the State budget crisis threatened to cut Medi-Cal benefits. Mr. Onan explained that a proposed change would cost a Medi-Cal recipient approximately \$181 if his or her income was \$1 over the Supplemental Security Income (SSI) level of approximately \$750 a month. Mr. Onan noted that this “share of cost” would continue to increase with each dollar over the SSI amount.

Mr. Onan offered form letters and contact information to persons interested in showing opposition to the proposed change. Later during the meeting he reminded interested persons to return letters to him today.

Ian McFadden offered a “second installment” of the Service Planning report he presented last month. Mr. McFadden recalled that Service Planning had been a regular item on past MASTF Agendas. He reported that Routes 55 and 56 would change back to their original schedule times and routing. He explained that trying to slow down the Route 55 and speed up the Route 56 to make connections had resulted in an “untenable working situation for us.”

Mr. McFadden also shared that the “Columbia loop” from the Route 20 would be dropped. He noted that further deviations for Route 20 may be necessary in the future due to the location of housing for UCSC students.

Ted Chatterton asked questions about the new weekend Route 3C. For example, Mr. Chatterton asked that the ridership be kept track of. Mr. McFadden noted that “due to design issues” – the bike lane near the Boardwalk being unavailable for bus travel – the summer running time for the Route 3C had been underestimated. He noted that the summer traffic near the Boardwalk only lasts for 13 weeks out of the year.

Mr. McFadden also explained that major changes to bus service would now occur during the summer. The fall will provide the time to “clean up” and adjust service.

#### IV. AMENDMENTS TO THIS AGENDA

No amendments to the Agenda were proposed.

#### V. ONGOING BUSINESS

There was no Ongoing Business listed on the Agenda.

#### VI. NEW BUSINESS

##### 6.1 Celebration of 13<sup>th</sup> Anniversary of the Americans with Disabilities Act (Ed Kramer)

Mr. Daugherty noted that cookies and apple juice were available today –at no cost to METRO – “to make the day a little sweeter.” Mr. Kramer noted that the refreshments were also part of an acknowledgement that the 13<sup>th</sup> Anniversary of the Americans with Disabilities Act (ADA) occurs on the 26<sup>th</sup> of this month.

##### 6.2 Brainstorming on MASTF Membership Recruitment

Mr. Kramer opened this topic by asking for recruitment ideas. Highlights of discussion on this topic included:

- 1) Bob Yount asked if there was a folder with MASTF information available to hand out to people. Kasandra Fox noted that she had designed a flyer that has not been used. Mr. Daugherty noted that MASTF had approved that flyer and a brochure last year. Those approved items were held back pending revision of the MASTF By-Laws.
- 2) Mr. Daugherty read aloud excerpts from the approved Minutes for the MASTF meeting on April 17, 2003. Membership recruitment was covered in the following excerpts:

“The following ideas emerged during discussion of this issue:

Newspaper Articles on MUG and MASTF  
Signs inside METRO buses to promote the advisory groups

Signs on the back of METRO buses to promote the advisory groups  
Use of free TV and Radio advertisements to promote the advisory groups  
Notices at bus stops and bus benches to promote the advisory groups...

“Highlights of further discussion of this Agenda item include:

- 1) Ms. Barbour asked people to think over other ideas during the month. She offered to forward other ideas to Ms. Gallagher.
- 2) Ms. Schaller suggested that the best means to get more members for the advisory groups was to “talk it up with people.”

... No Motions emerged during discussion of this Agenda item.”

- 3) Mr. Yount suggested that each MASTF member present today “just bring one person” to the next MASTF meeting.
- 4) Mr. Onan noted that there are “good ideas there”, such as Public Service Announcements (PSA). “How will we implement them?” he asked.
- 5) Mr. Yount offered to contact Channel 46 to assist recruitment.
- 6) No Motions emerged during discussion of this Agenda topic.

### 6.3 Update on Seven Years of No Smoking at Metro Centers and Bus Stops (Bob Yount)

Mr. Yount distributed copies of a written report with three attachments (Attachment A) to the group. He then read aloud the report, which includes the following statements:

#### “UPDATE ON SEVEN YEARS OF NO SMOKING AT METRO CENTERS AND BUS STOPS

From 1990, or so, on until 1996 numerous persons had tried (unsuccessfully) to have smoking banned at the METRO Center. Beginning in June of 1995, and continuing into the summer, I supplied a copy of each of the county and city ordinances pertaining to smoking control to Counsel to the Board, Margaret Gallagher. Five ordinances in all...

“On July 19, 1996, the Board of Directors took up the no smoking policy... Director Scott, seconded by Rotkin, made a motion authorizing the following (from the minutes):

1. Post no smoking signs at all transit centers located on property owned by the District;
2. Direct staff to continue to work with representatives of the four cities and the county through the Mayor Select Committee to attempt to obtain agreements with those agencies for a smoking ban at on-street bus stop locations;
3. In lieu of posting no smoking signs at on street bus stop locations, smoke sensitive individuals with a supporting medical verification will be entitled to utilize ADA Paratransit services to the degree that smoking presents a barrier to their use of fixed route transit services operated by the District;

4. Direct staff to contact representatives at the Capitola Mall and Cabrillo College to seek their support for implementation of a no smoking policy at their bus stops;
5. Stencil the no smoking signs directly onto the pavement, and other appropriate areas at Metro Center; and
6. Direct staff to publicize the District's no smoking policy...

"It has been 7 years since the Board of Directors directed staff and management to implement its policies regarding second-hand smoke. Has the Board's wishes been carried out? NO! On December 9, 1998 I sustained a heart attack at Metro Center from secondhand smoke..."

"During the past two weeks, starting on July 4, I have visited the Metro Transit Center (Pacific Station), the Watsonville Transit Center, the Capitola Mall bus stops, and the Scotts Valley Transit Center, video-taping the areas with my Digital CamCorder. There are no signs at the Capitola Mall areas prohibiting smoking, the signs at Watsonville are totally inadequate, the signs at Scotts Valley do not comply with that City's Ordinance and are inadequate, and the signs at Metro Center are poorly placed, not enforced, and none of the signs indicate that it is against the law. Nothing has been done to inform local law enforcement agencies about the policy and the law..."

"The Metro Center area is less safe today (than) it was 7 years ago because the smokers are careful to hide their cigarettes between puffs. They wait for the Security Guard to turn his back, then take a puff or light up. Smokers are tsk, tsked, and asked to walk to the edge of the property (or to the Taxi Cab stand), leaving a trail of smoke behind them..."

Highlights of discussion after Mr. Yount finished reading his report included:

- 1) Connie Day offered support to Mr. Yount. She stated that there needed to be a way to show "we mean business" about the no smoking policy.
- 2) Mr. Yount stated: "Because they can smoke, they don't think it can hurt us, and they do not believe that second hand smoke can hurt people."

"I've been treated like a "retard", o.k. by these bus drivers, and by one of the supervisors..."

"The proof is out there... I am going to go to the Board meeting next week. I'm going to fire every cannon I can at them in the three minutes that I have. And then I'm going to turn everything over to some attorneys."

- 3) Ms. Fox made a Motion that was seconded by Ms. Day. She stated: "That we pass a resolution, here and now, to present to the Board at its next meeting. That it's been too long since we endorsed this no smoking ban. Nothing has really been done. Nothing has really changed, and there are a lot of people suffering from it. We want it to end now."
- 4) Mr. Onan stated: "There's some emotional reaction going on here. And that is good. But I think we need to be more factual in a Motion to METRO, and less emotional. That's my comment."
- 5) Mr. Onan offered a friendly amendment to the Motion: "MASTF urges the Board to implement the Motion passed on July 19, 1996."

- 6) Ms. Fox spoke against Mr. Onan's offer. She stated: "For some of us, this is a life and death question. It's not an academic thing to be booted around and debated and stuff. People's lives are at stake. Bob Yount is not the only person around here whose life is at stake because of smoke. Smoke is a deadly, deadly thing. I can't be emotional enough about it..."
- 7) Mr. Onan withdrew his proposed amendment. After further discussion, the following Motion was approved as amended:

**MASTF Motion: MASTF approves the report submitted by Bob Yount on this date (July 17, 2003) and requests that the METRO Board take proper action to enforce the decisions made on July 19, 1996 as to No Smoking Policy.**

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

#### MASTF COMMITTEE REPORTS

6.4 Training and Procedures Committee Report (Lesley Wright)

Lesley Wright reported that MASTF would be taking part in veteran operator training during the end of this month. Ms. Wright noted that MASTF's part would focus on securement and boarding/de boarding issues. Ms. Fox asked if she could volunteer to assist training. Ms. Wright responded there would be room for one more wheelchair user on the bus used for the training. She said that she would check with Frank Bauer.

6.5 Bus Service Committee Report (Connie Day)

a) Metro Users Group (MUG) Report

6.6 Bus Stop Improvement Committee Report (Ed Kramer)

There were no reports on the two Agenda items above.

6.7 Paratransit Services Committee Report (Kasandra Fox)

Steve Paulson noted that a copy of the METRO staff report on the one-year review of Paratransit recertification was in the circulation folder mentioned earlier today. He noted that the staff recommendation was to "maintain the status quo" with minor revisions.

Mr. Onan shared that a "constant thing" he has heard from persons not recertified is that "the appeals process is not adequate." Mr. Paulson noted that the METRO Board would review the staff report during its next meeting at the Santa Cruz City Council Chambers on July 25<sup>th</sup>.

Note: Persons interested in obtaining a copy of the staff report on Paratransit recertification may phone Mr. Paulson at (831) 425-4664.

#### OTHER REPORTS

6.8 Paratransit Update

a) Paratransit Update (Deana Davidson)

Deana Davidson read aloud a "Special Report on Lift Line" from Link Spooner, Division Director of the Consolidated Transportation Services Agency (CTSA)/Lift Line. The report to MASTF from Mr. Spooner states:

#### "STAFFING

Lift Line has laid off 7 positions in June and July 2003. This reduction is a result of current economic conditions in the State of California, cost of fuel rising, cost of Worker's Compensation Insurance premiums raising by 100%, liability insurance premiums rising dramatically and a projected 16% downsizing of ADA ridership for July 2003 as compared with July 2002.

#### WEEKEND/HOLIDAY CHANGES

On June 21<sup>st</sup> Lift Line ceased directly performing weekend service. To date the change has been smooth. Lift Line did not perform direct service on July 4<sup>th</sup>. The holiday is a low traffic day for Lift Line (more like a weekend day) and we were able to save payroll dollars. (We are obligated to pay double time and one-half for holiday hours worked).

#### COMMUNITY BRIDGES

I am pleased to announce that Community Bridges has begun a business relationship with the Santa Cruz Community Credit Union. This includes a generous line of credit."

Ms. Davidson answered questions after reading the report. For example, Mr. Onan asked what would happen on weekends since Paratransit is supposed to "mirror" the fixed route transit. Ms. Davidson clarified that there will still be ADA Paratransit service on weekends, but that taxis instead of Lift Line would handle it.

#### b) CCCIL Transportation Advocacy (Thom Onan) 6.9 UTU Report

There were no reports on the two Agenda items above.

#### 6.10 SEIU/SEA Report (Eileen Pavlik)

Eileen Pavlik noted that she had no report. She shared that persons should contact her if they had a policy issue that might affect labor. Ms. Fox noted the "ongoing problem" of the No Smoking policy in terms of public health. Mr. Yount described incidents of persons smoking on METRO property and near METRO buses. Ms. Pavlik noted that persons witnessing such incidents should contact METRO Customer Service and file Customer Service Reports.

#### 6.11 Next Month's Agenda Items

Noted: Report from next Friday's Board meeting regarding No Smoking policy, Changing the Date of MASTF meetings to the third Thursday of each month and creation of a MASTF web page.

Mr. Kramer asked if anyone wanted some apple juice. He then offered a toast: "In honor of the 13<sup>th</sup> Anniversary of the ADA, I'd like to propose a special toast to two of our people who aren't here today: Deborah Lane and Josh Loya. They have been quite instrumental in helping the METRO District become compliant with the ADA. To Josh and Deborah..."

After the toast Ms. Fox led a chorus of "Happy Birthday" for the ADA.

VII. ADJOURNMENT

**Mr. Kramer adjourned the meeting at 3:29 p.m.**

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

**NOTE: NEXT REGULAR MASTF MEETING IS: Thursday August 14, 2003 from 2:00-4:00 p.m., in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.**

**NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday August 8, 2003 at 9:00 a.m. in the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.**

**NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday August 22, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Agenda-Metro Users Group**

**August 20, 2003**

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The METRO Users Group will meet on Wednesday, August 20, 2003 from 2:10 p.m. to 4:00 p.m. The meeting will be held in the Conference Room at the Metro Center, 920 Pacific Avenue, Santa Cruz.

The following topics will be discussed:

1. **CALL TO ORDER AND INTRODUCTION**
2. **ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS**
3. **ADDITIONS AND DELETIONS TO THE AGENDA**

**MEMBERS ARE ASKED TO RESTRICT COMMENTS ON ITEMS NOT ON THE AGENDA TO TWO (2) MINUTES.**

4. **CONSENT AGENDA**  
Receive and Accept:
  - a) Minutes of June MUG Meeting  
(Attached)
  - b) Monthly Attendance Report  
(Attached)
  - c) Minutes of June & July Board Meetings  
(Attached)
  - d) May & June Ridership Reports  
(Attached)
5. **ON-GOING ITEMS**
  - a) Review Current Board Agenda Items
    1. Review of Advisory Group Structure
  - b) Review of Headways Redesign Issues
    1. Recommendations for Next Headways
  - c) Service and Planning Update
  - d) Bus Procurement
6. **UPDATES**
  - a) MetroBase
7. **NEW BUSINESS**  
None
8. **ITEMS FOR NEXT AGENDA**

9. **OPEN DISCUSSION**

10. **ADJOURNMENT**

**Distribution:**

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

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

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** Elisabeth Ross, Manager of Finance

**SUBJECT: MONTHLY BUDGET STATUS REPORT FOR JUNE 2003; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$950,000 FOR CARRYOVER IN THE FY 03-04 BUDGET, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve the budget transfers for the period of July 1-31, 2003; designate \$950,000 from sales tax revenue for carryover in the FY 03-04 budget, and designate the remainder of available sales tax revenue for allocation to capital reserves; and adopt the attached schedule of reserve accounts.**

## II. SUMMARY OF ISSUES

- The attached monthly revenue and expense report represents the status of the District's FY 02-03 revised budget, as of June 30, 2003, the end of the fiscal year. The numbers in the report are preliminary, since all accounting adjustments have not yet been completed.
- Operating revenue for the year (preliminary) totals \$30,061,707 or \$897,293 under the amount of revenue expected to be received during the fiscal year based on the revised budget.
- Total operating expenses for the year to date (preliminary) in the amount of \$29,109,555, are at 94.0% of the budget.
- A total of \$16,331,906 has been expended (preliminary) for the FY 02-03 Capital Improvement Program, including a one-time transfer to the operating budget in the amount of \$1,200,000.
- Since liability insurance costs and workers' compensation costs are over budget for the year, there will be no allocations to reserves for those purposes, as the Board directed last year. Staff recommends that any excess sales tax revenue be allocated to capital reserves, in accordance with the schedule of reserve accounts (Attachment B).
- The amount of revenue received exceeds total expenses by \$952,152 in this preliminary report. Of this, \$950,000 is required to be carried forward to the FY 03-04 budget. Although several accounting adjustments are still required in preparation for the final audit, the amount required for carryover should be available. If not,

because liability expenses and workers' compensation expenses exceeded their budgeted amounts, funds can be transferred from one or both of these reserves to maintain the \$950,000 for carryover. The final reserve balances will be reported in the audited financial statements for the fiscal year. If the schedule of reserve accounts changes significantly following all audit adjustments, it will be brought back to the Board.

### **III. DISCUSSION**

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 02-03 budget as of June 30, 2003. The fiscal year is 100% elapsed.

#### **A. Operating Revenues.**

Operating revenue is \$897,293 or 2.9% under the amount expected to be received for the fiscal year, based on the revised budget adopted by the Board in March. Operating revenue variances are discussed in the attached notes to the report. The largest variance is FTA operating assistance, which is \$845,795 under the budgeted amount for the year.

The other operating revenue shortfalls are primarily in passenger revenue accounts. Highway 17 revenue is \$120,416 or 13% under the amount expected to be received for the year. Paratransit fares are under budget only because the number of trips taken did not meet projections. As a result, the District achieved a corresponding savings in expense.

#### **B. Operating Expenses.**

Total operating expenses are at 94.0% of the revised budget for the year (preliminary). There are no significant departmental budget overruns. All overruns are explained in the attached notes. Total expenses are within the budgeted amount for the year.

Several accounting adjustments are yet to be entered which may increase expenses, including depreciation.

#### **C. Capital Improvement Program.**

Expenses for the capital improvement program total \$16,331,906 for the year. Several of the capital projects will be carried over to FY 03-04. A total of \$1,037,368 in District reserves was required for the District share of capital projects in FY 02-03, plus \$1,200,000 in reserves was transferred to the operating budget, as planned. The State Transit Assistance (STA) funding is an estimate since the allocation for the 4<sup>th</sup> quarter has not yet been received.

#### **D. Allocation to Reserves.**

For the past five years, the Board of Directors has designated excess sales tax revenue at year end for various reserves. Based on preliminary year end figures, it appears that there will be

excess sales tax revenues in FY 02-03 since expenses came in under budget. In several key areas, operating expenses did not reach budgeted levels, including wage and retirement expense (\$823,463 under budget), services (\$174,182 under budget) and diesel fuel expense (\$110,692 under budget). These savings are all of a one-time nature, primarily due to personnel vacancies. In addition, the contract transportation expense for the paratransit program was \$723,883 under budget for the year, due to fewer trips than projected and cost controls in the Community Bridges contract.

Staff proposes that funds be allocated to the reserve accounts in accordance with the schedule of reserve accounts (Attachment B). Since the final accounting adjustments have not yet been completed, the final amounts for the reserves may change slightly, in particular, the capital reserve. The final amounts will be available upon completion of the financial audit later this calendar year.

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

Based on the preliminary numbers, FY 02-03 revenues exceed expenses (excluding depreciation) by approximately \$950,00 and should allow for the required carryover to FY 03-04.

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

#### **V. ATTACHMENTS**

**Attachment A:** Revenue and Expense Report for June, and Budget Transfers

**Attachment B:** Schedule of Reserve Accounts

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

Operating Revenue	FY 02-03 Budgeted for Month	FY 02-03 Actual for Month	FY 02-03 Budgeted YTD	FY 01-02 Actual YTD	FY 02-03 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 244,654	\$ 285,649	\$ 3,051,780	\$ 3,107,604	\$ 3,055,479	\$ 3,699	
Paratransit Fares	\$ 43,228	\$ 31,762	\$ 240,000	\$ 217,854	\$ 210,280	\$ (29,720)	
Special Transit Fares	\$ 66,564	\$ 91,792	\$ 1,784,262	\$ 1,763,574	\$ 1,837,234	\$ 52,972	
Highway 17 Revenue	\$ 71,583	\$ 53,270	\$ 915,728	\$ 880,638	\$ 795,312	\$ (120,416)	
<i>Subtotal Passenger Rev</i>	\$ 426,029	\$ 462,473	\$ 5,991,770	\$ 5,969,670	\$ 5,898,305	\$ (93,465)	See Note 1
Advertising Income - OBIE	\$ -	\$ -	\$ 90,000	\$ 172,385	\$ 90,000	\$ -	
Advertising Income - Dist	\$ -	\$ -	\$ -	\$ -	\$ 25,822	\$ 25,822	See Note 2
Commissions	\$ 833	\$ 680	\$ 9,400	\$ 10,229	\$ 9,063	\$ (337)	
Rent Income	\$ 12,380	\$ 10,744	\$ 146,200	\$ 146,122	\$ 144,612	\$ (1,588)	See Note 3
Interest - General Fund	\$ 34,382	\$ 23,286	\$ 428,000	\$ 735,838	\$ 400,059	\$ (27,941)	See Note 4
Non-Transportation Rev	\$ 175	\$ (4,810)	\$ 2,100	\$ 49,368	\$ 14,961	\$ 12,861	See Note 5
Sales Tax Income	\$ 1,512,228	\$ 1,316,163	\$ 15,154,578	\$ 15,310,941	\$ 15,187,728	\$ 33,150	See Note 6
TDA Funds	\$ -	\$ -	\$ 5,134,522	\$ 6,032,917	\$ 5,134,522	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 2,075,729	\$ 1,229,934	\$ 1,229,934	\$ (845,795)	See Note 7
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 46,701	\$ 42,448	\$ 46,701	\$ -	
Carryover of Paratransit Funding	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	See Note 8
FY 01-02 Carryover	\$ 450,000	\$ 450,000	\$ 450,000	\$ -	\$ 450,000	\$ -	See Note 9
Transfer from Reserves	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	See Note 10
Transfer from Insurance Reserves	\$ 130,000	\$ 130,000	\$ 130,000	\$ -	\$ 130,000	\$ -	See Note 11
<b>Total Operating Revenue</b>	<b>\$ 3,866,027</b>	<b>\$ 3,688,536</b>	<b>\$ 30,959,000</b>	<b>\$ 29,699,852</b>	<b>\$ 30,061,707</b>	<b>\$ (897,293)</b>	

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

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	Percent Expended of Budget	
<b>PERSONNEL ACCOUNTS</b>						
Administration	\$ 617,973	\$ 614,603	\$ 577,159	\$ 631,734	102.8%	See Note 12
Finance	\$ 526,788	\$ 513,665	\$ 480,184	\$ 462,614	90.1%	
Planning & Marketing	\$ 710,601	\$ 641,123	\$ 863,613	\$ 567,491	88.5%	
Human Resources	\$ 325,478	\$ 320,336	\$ 394,911	\$ 312,650	97.6%	
Information Technology	\$ 382,753	\$ 385,559	\$ 327,924	\$ 387,423	100.5%	See Note 13
District Counsel	\$ 307,569	\$ 337,313	\$ 285,146	\$ 329,777	97.8%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,020,801	\$ 973,564	\$ 972,667	\$ 902,432	92.7%	
Paratransit Program	\$ 224,893	\$ 217,691	\$ -	\$ 211,928	97.4%	
Operations	\$ 1,873,101	\$ 1,740,096	\$ 1,773,810	\$ 1,702,541	97.8%	
Bus Operators	\$ 11,615,995	\$ 11,687,744	\$ 11,216,962	\$ 11,381,882	97.4%	
Fleet Maintenance	\$ 3,935,369	\$ 3,748,663	\$ 3,373,148	\$ 3,429,511	91.5%	
Retired Employees/COBRA	\$ 518,615	\$ 716,288	\$ 449,851	\$ 710,017	99.1%	
Total Personnel	\$ 22,059,937	\$ 21,896,646	\$ 20,715,376	\$ 21,030,001	96.0%	
<b>NON-PERSONNEL ACCOUNTS</b>						
Administration	\$ 546,487	\$ 539,644	\$ 523,973	\$ 506,742	93.9%	
Finance	\$ 728,785	\$ 742,371	\$ 484,073	\$ 713,254	96.1%	
Planning & Marketing	\$ 174,080	\$ 146,082	\$ 247,920	\$ 120,990	82.8%	
Human Resources	\$ 97,500	\$ 90,561	\$ 118,934	\$ 25,078	27.7%	
Information Technology	\$ 113,025	\$ 106,936	\$ 105,851	\$ 61,070	57.1%	
District Counsel	\$ 26,007	\$ 24,768	\$ 188,233	\$ 11,877	48.0%	
Risk Management	\$ 269,455	\$ 206,982	\$ -	\$ 427,744	206.7%	See Note 14
Facilities Maintenance	\$ 464,382	\$ 449,177	\$ 437,509	\$ 378,518	84.3%	
Paratransit Program	\$ 3,704,585	\$ 3,519,356	\$ 2,781,495	\$ 2,762,252	78.5%	See Note 15
Operations	\$ 470,079	\$ 472,867	\$ 471,285	\$ 471,358	99.7%	
Bus Operators	\$ 6,400	\$ 4,911	\$ 4,538	\$ 3,912	79.7%	
Fleet Maintenance	\$ 2,936,353	\$ 2,756,671	\$ 2,589,482	\$ 2,596,572	94.2%	
Op Prog/SCCIC	\$ 2,925	\$ 2,028	\$ 1,317	\$ 187	9.2%	
Total Non-Personnel	\$ 9,540,063	\$ 9,062,354	\$ 7,954,610	\$ 8,079,554	89.2%	
Subtotal Operating Expense	\$ 31,600,000	\$ 30,959,000	\$ 28,669,986	\$ 29,109,555	94.0%	
Grant Funded Studies/Programs	\$ -	\$ -		\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -		\$ -	0.0%	
Pass Through Programs	\$ -	\$ -		\$ -	0.0%	
Total Operating Expense	\$ 31,600,000	\$ 30,959,000	\$ 28,669,986	\$ 29,109,555	94.0%	
YTD Operating Revenue Over YTD Expense				\$ 952,152		

**CONSOLIDATED OPERATING EXPENSE  
JUNE 2003**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	% Exp YTD of Budget	
<b>LABOR</b>						
Operators Wages	6259873	\$ 5,972,508	\$ 5,895,334	\$ 5,704,261	95.5%	
Operators Overtime	\$ 968,512	\$ 968,512	\$ 1,100,032	\$ 1,123,727	116.0%	See Note 16
Other Salaries & Wages	\$ 6,153,470	\$ 5,618,273	\$ 5,301,517	\$ 5,210,492	92.7%	
Other Overtime	\$ 245,893	\$ 448,093	\$ 285,150	\$ 257,656	57.5%	
	\$ 13,627,748	\$ 13,007,386	\$ 12,582,032	\$ 12,296,136	94.5%	
<b>FRINGE BENEFITS</b>						
Medicare/Soc Sec	\$ 130,765	\$ 135,062	\$ 129,831	\$ 137,741	102.0%	See Note 17
PERS Retirement	\$ 970,685	\$ 958,135	\$ 847,844	\$ 845,923	88.3%	
Medical Insurance	\$ 2,270,455	\$ 2,345,163	\$ 2,008,489	\$ 2,275,829	97.0%	
Dental Plan	\$ 414,391	\$ 434,387	\$ 440,639	\$ 401,154	92.3%	
Vision Insurance	\$ 113,077	\$ 129,901	\$ 112,711	\$ 118,351	91.1%	
Life Insurance	\$ 56,570	\$ 59,726	\$ 53,376	\$ 52,880	88.5%	
State Disability Ins	\$ 131,089	\$ 131,516	\$ 130,631	\$ 116,173	88.3%	
Long Term Disability Ins	\$ 509,251	\$ 438,263	\$ 433,572	\$ 313,640	71.6%	
Unemployment Insurance	\$ 26,316	\$ 37,744	\$ 28,638	\$ 28,714	76.1%	
Workers Comp	\$ 1,248,362	\$ 1,698,434	\$ 1,252,290	\$ 1,801,644	106.1%	See Note 18
Absence w/ Pay	\$ 2,532,354	\$ 2,488,830	\$ 2,671,449	\$ 2,622,853	105.4%	See Note 19
Other Fringe Benefits	\$ 28,874	\$ 32,098	\$ 23,873	\$ 18,961	59.1%	
	\$ 8,432,189	\$ 8,889,260	\$ 8,133,343	\$ 8,733,865	98.3%	
<b>SERVICES</b>						
Acctng/Admin/Bank Fees	\$ 289,500	\$ 289,357	\$ 263,659	\$ 285,483	98.7%	
Prof/Legis/Legal Services	\$ 479,720	\$ 475,120	\$ 176,919	\$ 391,628	82.4%	
Temporary Help	\$ -	\$ -	\$ 148,499	\$ -	0.0%	
Uniforms & Laundry	\$ 35,300	\$ 35,980	\$ 36,471	\$ 34,207	95.1%	
Security Services	\$ 283,419	\$ 280,119	\$ 317,588	\$ 299,589	107.0%	See Note 20
Outside Repair - Bldgs/Eqmt	\$ 174,450	\$ 204,500	\$ 181,250	\$ 156,744	76.6%	
Outside Repair - Vehicles	\$ 270,140	\$ 303,759	\$ 260,755	\$ 296,506	97.6%	
Waste Disp/Ads/Other	\$ 226,240	\$ 188,310	\$ 174,441	\$ 135,807	72.1%	
	\$ 1,758,769	\$ 1,777,145	\$ 1,559,580	\$ 1,599,962	90.0%	
<b>CONTRACT TRANSPORTATION</b>						
Contract Transportation	\$ 50	\$ 50	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,474,485	\$ 3,289,256	\$ 2,723,353	\$ 2,565,373	78.0%	See Note 15
	\$ 3,474,535	\$ 3,289,306	\$ 2,723,353	\$ 2,565,373	78.0%	
<b>MOBILE MATERIALS</b>						
Fuels & Lubricants	\$ 1,357,168	\$ 1,233,283	\$ 910,918	\$ 1,121,221	90.9%	
Tires & Tubes	\$ 150,000	\$ 137,182	\$ 160,518	\$ 136,455	99.5%	
Other Mobile Supplies	\$ 6,500	\$ 11,500	\$ 8,983	\$ 6,914	60.1%	
Revenue Vehicle Parts	\$ 645,000	\$ 538,381	\$ 717,637	\$ 536,875	99.7%	
	\$ 2,158,668	\$ 1,920,346	\$ 1,798,057	\$ 1,801,465	93.8%	

**CONSOLIDATED OPERATING EXPENSE  
JUNE 2003**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	% Exp YTD of Budget	
<b>OTHER MATERIALS</b>						
Postage & Mailing/Freight	\$ 21,990	\$ 26,767	\$ 18,299	\$ 21,258	79.4%	
Printing	\$ 130,729	\$ 89,140	\$ 108,987	\$ 84,355	94.6%	
Office/Computer Supplies	\$ 66,686	\$ 70,448	\$ 69,225	\$ 53,263	75.6%	
Safety Supplies	\$ 23,175	\$ 17,175	\$ 21,723	\$ 14,044	81.8%	
Cleaning Supplies	\$ 65,000	\$ 56,000	\$ 60,504	\$ 54,714	97.7%	
Repair/Maint Supplies	\$ 37,700	\$ 49,000	\$ 65,015	\$ 46,263	94.4%	
Parts, Non-Inventory	\$ 50,000	\$ 50,000	\$ 53,345	\$ 48,221	96.4%	
Tools/Tool Allowance	\$ 11,207	\$ 11,907	\$ 12,628	\$ 7,866	66.1%	
Promo/Photo Supplies	\$ 22,247	\$ 22,897	\$ 14,506	\$ 3,392	14.8%	
	\$ 428,734	\$ 393,334	\$ 424,232	\$ 333,376	84.8%	
<b>UTILITIES</b>						
	\$ 328,084	\$ 329,784	\$ 310,484	\$ 300,212	91.0%	
<b>CASUALTY &amp; LIABILITY</b>						
Insurance - Prop/PL & PD	\$ 429,000	\$ 446,143	\$ 215,334	\$ 424,163	95.1%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 61,951	\$ 345,500	345.5%	See Note 21
Repairs to Prop	\$ -	\$ 1,400	\$ (13,275)	\$ (19,176)	0.0%	See Note 22
Prof/Other Services	\$ 55,000	\$ 300	\$ 109,930	\$ 36	12.0%	
	\$ 584,000	\$ 547,843	\$ 373,941	\$ 750,522	137.0%	
<b>TAXES</b>						
	\$ 44,667	\$ 48,196	\$ 37,342	\$ 37,696	78.2%	
<b>MISC EXPENSES</b>						
Dues & Subscriptions	\$ 55,505	\$ 55,937	\$ 52,841	\$ 52,309	93.5%	
Media Advertising	\$ 5,000	\$ 5,000	\$ 31,462	\$ 129	2.6%	
Employee Incentive Program	\$ 11,450	\$ 11,781	\$ 9,832	\$ 10,002	84.9%	
Training	\$ 45,290	\$ 41,290	\$ 19,164	\$ 9,211	22.3%	
Travel & Local Meetings	\$ 42,225	\$ 41,050	\$ 38,567	\$ 22,753	55.4%	
Other Misc Expenses	\$ 13,500	\$ 11,974	\$ 12,100	\$ 10,584	88.4%	
	\$ 172,970	\$ 167,032	\$ 163,966	\$ 104,988	62.9%	
<b>OTHER EXPENSES</b>						
Leases & Rentals	\$ 589,636	\$ 589,368	\$ 563,656	\$ 585,960	99.4%	
Transfer to Capital	\$ -	\$ -	\$ -	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 589,636	\$ 589,368	\$ 563,656	\$ 585,960	99.4%	
<b>Total Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 30,959,000</b>	<b>\$ 28,669,986</b>	<b>\$ 29,109,555</b>	<b>94.0%</b>	

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

<b>CAPITAL PROJECTS</b>	<b>Program Budget</b>	<b>Expended in June</b>	<b>YTD Expended</b>
<b><u>Grant Funded Projects</u></b>			
Consolidated Operating Facility	\$ 10,316,548	\$ 1,080	\$ 229,460
Urban Bus Replacement	\$ 19,038,374	\$ 505,325	\$ 13,011,230
Talking Bus Equipment	\$ 645,000	\$ 12,960	\$ 580,811
Farebox Project	\$ 55,000	\$ 30,917	\$ 54,415
CNG Facilities for SCM, Ops	\$ 814,874		\$ 776,049
Metro Center Renovation Project	\$ 200,000	\$ 7,137	\$ 113,856
Engine Repower Project (carryover)	\$ 200,000		\$ 102,913
ADA Paratransit Vehicle (carryover)	\$ 35,809		\$ 44,423
	\$ 31,305,605		
<b><u>District Funded Projects</u></b>			
Bus Stop Improvements	\$ 475,750		\$ 13,890
ADA Recertification Program	\$ 5,000		\$ -
IT - Giro Rostering Module	\$ 61,000		\$ 32,018
IT - Servers	\$ 16,000		\$ 14,296
IT - USL Financials Software (carryover)	\$ 25,000		\$ 6,250
Automated Telephone Info System	\$ 35,000		\$ -
Facilities Repairs & Improvements	\$ 102,728	\$ 888	\$ 23,458
Machinery/Equip Repair & Improvements	\$ 16,700		\$ 16,401
Non-revenue Vehicle Replacement	\$ 145,000		\$ 104,836
Office Equipment	\$ 33,000		\$ 7,600
Transfer to Operating Budget	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
	\$ 2,115,178		
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 33,420,783</b>	<b>\$ 1,758,306</b>	<b>\$ 16,331,906</b>
<b><u>CAPITAL FUNDING SOURCES</u></b>			
	<b>Budget</b>	<b>Received in June</b>	<b>YTD Received</b>
Federal Capital Grants	\$ 18,528,533	\$ 456,764	\$ 9,110,952
State/Local Capital Grants	\$ 7,788,535	\$ 33,619	\$ 3,948,506
STA Funding	\$ 1,006,294	\$ 410,707	\$ 1,035,080
District Reserves	\$ 5,697,421	\$ 857,216	\$ 2,237,368
Transfer from Bus Stop Imp Reserve	\$ 400,000	\$ -	\$ -
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 33,420,783</b>	<b>\$ 1,758,306</b>	<b>\$ 16,331,906</b>

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

1. Passenger fares (farebox and pass sales) are \$3,699 over the revised budget amount for the year. This revenue source decreased by 1.7% from last year. Paratransit fares are \$29,720 or 12% under budget for the year because ridership is below projected levels. A total of 120,000 trips were forecast while 105,989 were actually taken, with some advance tickets sold.  
  
Special transit fares (contracts) are \$52,972 or 3% over the budgeted amount. UCSC contract revenue is \$64,605 over the projected revenue for the year and 7.5% over the amount of revenue collected in the previous fiscal year. Cabrillo College contract revenue is \$6,345 under the projected revenue for the year and 1% over the revenue collected in FY 01-02. The employer bus pass program revenue from the Seaside Company, Dominican Hospital, City of Santa Cruz, County of Santa Cruz and Seagate is \$5,265 under the budgeted revenue and 7% under last year's revenue.  
  
Highway 17 Express revenue is \$120,416 or 13% under the budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the fiscal year by a net \$93,465 or 1.6%.
2. District advertising income is a new account set up to track payments by local advertisers directly to the District for exterior advertising on District buses. For the fiscal year, the District realized \$25,822 in additional advertising revenue.
3. Rent income is \$1,588 below budget due to the departure of McDonald's in the Watsonville Transit Center.
4. Interest income is \$27,941 or 6.5% under budget due to continued low interest rates.
5. Non-transportation revenue is \$12,861 over budget primarily due to the one time annual adjustment from Community Bridges in the amount of \$10,870.
6. Sales tax income is \$33,150 over the revised budget for the year. A decrease of 1.0% over the previous year was forecast, while the District's revenue actually was down 0.8%.
7. Federal Transit Administration (FTA) formula operating assistance was budgeted at \$2,075,729, the allocation estimated for FY 02-03. However, the District is always one year behind in the receipt of this funding, so the FY 01-02 allocation should have been used for the budget, in the amount of \$1,229,934. For many years, the District's annual allocation remained the same, so the delay in receiving payment, partly due to the Federal fiscal year of October to September rather than July to June, was not noticed until this year. The original allocation of \$2,075,729 for FY 02-03 was later increased to \$2,804,435 and is reflected in the FY 03-04 budget. Therefore, the "shortfall" in this revenue is a delay in payment only.
8. In FY 02-03, \$100,000 was budgeted in carryover from the FY 01-02 paratransit program for payment towards recertification. The money was expended this year.
9. To assist in balancing the FY 02-03 budget, \$450,000 in carryover funds from FY 01-02 were utilized.

10. A total of \$1,200,000 has been transferred from the capital reserve fund, as budgeted, to cover operating expenses in FY 02-03.
11. A total of \$130,000 has been transferred from liability insurance reserves, as budgeted, to cover risk management expenses.
12. Administration personnel expense is at 102.8% of the budget or \$17,131 over budget due to the payment of more vacation cash-outs than budgeted which results when employees do not take all of the vacation earned for the period.
13. Information Technology personnel expense is at 100.5% of the budget or \$1,864 over budget due to the payment of more vacation cash-outs than budgeted which results when employees do not take all of the vacation earned for the period.
14. Risk management expense is at 206.7% of the budget or \$220,762 over budget due to the settlement of several long-term lawsuits. Funds had been set aside in the liability reserve fund to cover these expenses.
15. Paratransit program expense is only at 78.5% of the budget because ridership totals were well below projections for the year. A total of 120,000 rides were budgeted and 105,989 were billed. Also, cost controls were implemented in the Community Bridges contract.
16. Operators overtime expense is at 116.0% of the budget or \$155,215 over budget for the year due to extensive employee medical absences. Overall, Bus Operator payroll expense is within budget.
17. Medicare/Social Security is at 102.0% of the budget or \$2,679 over budget due to the hiring of more new employees during the year than anticipated, reflecting a higher turnover rate in FY 02-03.
18. Workers Compensation expense is at 106.1% of the budget or \$103,210 over budget due to the settlement of several long-term claims.
19. Absence with pay is at 105.4% of the budget or \$134,023 over budget due to more payments of accrual vacation to retirees than budgeted.
20. Security services are at 107% of the budget or \$19,470 over budget due to an increase in required levels of service from the District's guard contractor.
21. Settlement costs are at 345.5% for the year or \$245,500 over the budgeted amount of \$100,000 due to settlement of several long-term lawsuits.
22. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.

**FY 02-03 BUDGET TRANSFERS**  
**7/1/03-7/31/03**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<b>TRANSFER # 03-046</b>			
TRANSFER FROM:	503031-2200	Prof/Tech & Fees	\$ (5,400)
	504315-2200	Safety Supplies	\$ (3,000)
	501021-2200	Other Salaries	\$ (3,200)
			<u>\$ (11,600)</u>
TRANSFER TO:	501023-2200	Other Overtime	\$ 3,200
	503351-2200	Building Repair - Out	\$ 2,000
	503352-2200	Equip Repair - Out	\$ 1,000
	504317-2200	Cleaning Supplies	\$ 500
	504409-2200	Repairs & Maintenance	\$ 3,000
	503162-2200	Uniforms & Laundry	\$ 500
	506127-2200	Repairs - District Property	\$ 1,400
			<u>\$ 11,600</u>

REASON: To cover account overruns and expected expenditures in the Facilities Maintenance Dept. for FY 02-03.

<b>TRANSFER # 03-047</b>			
TRANSFER FROM:	501021-3200	Other Salaries	\$ (8,000)
TRANSFER TO:	501023-3200	Other Overtime	\$ 8,000

REASON: To cover the costs for Supervisor overtime in the Operations Department for FY 02-03.

<b>TRANSFER # 03-048</b>			
TRANSFER FROM:	503162-3300	Uniforms & Laundry	\$ (1,500)
TRANSFER TO:	505031-3200	Telecommunications	\$ 1,500

REASON: To cover expected expenditures for the Operations Dept. for the remainder of FY 02-03.

<b>TRANSFER # 03-049</b>			
TRANSFER FROM:	501011-3300	Bus Operator Pay	\$ (150,000)
TRANSFER TO:	501013-3300	Overtime - Operators	\$ 150,000

REASON: To cover the expected cost for Bus Operator overtime in the Operations Department for FY 02-03.

**FY 02-03 BUDGET TRANSFERS**  
**7/1/03-7/31/03**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<b>TRANSFER # 03-050</b>			
TRANSFER FROM:	509121-1700	Employee Training	\$ (300)
TRANSFER TO:	504311-1700	Office Supplies	\$ 300
REASON:	To cover expected expenditures for the Legal Department for the remainder of FY 02-03.		

<b>TRANSFER # 03-051</b>			
TRANSFER FROM:	504012-4100	Diesel Fuel	\$ (33,000)
TRANSFER TO:	503031-4100	Prof/Tech & Fees	\$ 1,300
	503352-4100	Equip Repair - Out	\$ 8,000
	503353-4100	Rev Veh Repair - Out	\$ 13,000
	504021-4100	Tires & Tubes	\$ 9,000
	504205-4100	Freight Out	\$ 1,000
	504511-4100	Small Tools	\$ 700
			<u>\$ 33,000</u>
REASON:	To cover account overruns in the Fleet Maint. Dept. for the remainder of FY 02-03.		

<b>TRANSFER # 03-052</b>			
TRANSFER FROM:	504012-4100	Diesel Fuel	\$ (13,000)
TRANSFER TO:	503353-4100	Rev Veh Repair - Out	\$ 5,000
	504191-4100	Rev Veh Parts	\$ 8,000
			<u>\$ 13,000</u>
REASON:	To cover account overrun in the Fleet Maint. Dept. for the remainder of FY 02-03.		

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SCHEDULE OF RESERVE ACCOUNTS  
JUNE 30, 2003**

	Recommended Minimum Balance	Reason	Balance at 6/30/02	Rec Addition/ (Withdrawal)	Outstanding Obligations	Available Balance at 6/30/03
<b>Liability Insurance Reserve</b>	\$ 500,000	<i>\$250,000 SIR plus estimated liability on outstanding cases</i>	\$ 900,000	\$ (130,000)	\$ -	\$ 770,000
<b>Workers Compensation Reserve</b>	\$ 2,869,840	<i>Long term portion of workers compensation liability per 6/30/02 audit</i>	\$ 1,320,000	\$ -	\$ 2,869,840	\$ (1,549,840)
<b>Bus Stop Improvement Reserve</b>	\$ 400,000	<i>To provide a dedicated source of funding for ADA improvements at bus stops</i>	\$ 400,000	\$ -	\$ 400,000	\$ -
<b>Alternative Fuel Conversion Fund</b>	\$ 3,222,600	<i>Board-approved program of allocating \$462,000 per year for six years plus interest to convert buses to alternative fuel</i>	\$ 462,000	\$ -	\$ 3,222,600	\$ (2,760,600)
<b>Cash Flow Reserve</b>	\$ 2,600,000	<i>To cover one month's payroll and accounts payable</i>	\$ 2,600,000	\$ -	\$ -	\$ 2,600,000
<b>Capital Funding Reserve</b>	\$ 13,350,000 *	<i>To cover District's share of capital project costs in the District's five year plan, plus MetroBase</i>	\$ 12,585,555	\$(1,200,000) *	\$ 13,350,000 *	\$ (1,964,445) *

\* Estimated

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** Steve Paulson, Paratransit Administrator

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

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- The Board receives monthly reports on the status of the federally mandated ADA complementary paratransit program
- Operating Statistics reported are for the month of May, 2003. Improvement was noted in all performance indicators for this reporting period.
- Eligibility/Recertification statistics reported are through July 30, 2003

## III. DISCUSSION

### Operating Statistics for the Month of May 2003

	<b>This May</b>	<b>Last May</b>	<b>% Change</b>	<b>FYTD</b>	<b>Last FYTD</b>	<b>% Change</b>
Cost	\$185,696.56	\$214,483.34	-13.42 %	\$2,394,674.80	\$2,052,594.22	+13.02 %
Revenue	\$15,814.00*	\$20,236.00	-21.85 %	\$190,844.00*	\$197,476.00	-3.36%
Subsidy	\$169,882.56	\$194,247.34	-12.54 %	\$2,203,830.80	\$1,855,118.22	+18.80 %
Rides performed	8,979**	10,118	-11.26 %	97,793	98,738	-0.96%
Cost/ Ride	\$20.68	\$21.20	-2.44 %	\$24.49	\$20.79	+ 17.79 %
Productivity	1.802 rides per hour	Data not available	Data not available	1.899 rides per hour	Data not available	Data not available

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

\*\*includes 222 rides to/from certification assessments. These rides would not have occurred without the district's requirement.

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

July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	FYTD	
9610	9226	9541	9585	8768	8103	8216	7969	9039	<b>8757</b>	<b>8979</b>	97793	Total rides
602	365	400	465	522	444	323	382	834	<b>709</b>	<b>618</b>	5664	Late rides
6.26%	3.96%	4.19%	4.85%	5.95%	5.48%	3.93%	4.79%	9.23%	<b>8.10%</b>	<b>6.88%</b>	5.79%	% of rides late
311	329	388	387	332	255	242	172	173	378	<b>287</b>	3254	too early
913	694	788	852	854	699	565	554	1007	1087	<b>905</b>	8918	Rides not "on time"
90.5%	92.5%	91.7%	91.1%	90.3%	91.4%	93.1%	93.1%	88.9%	87.6%	<b>89.92%</b>	90.88%	% "on time"
5	7	7	25	31	33	11	23	21	13	<b>5</b>	181	missed trips
14	13	3	23	44	42	22	13	29	52	<b>34</b>	289	excessively late scheduled
6	11	20	27	41	19	5	10	18	24	<b>10</b>	191	excessively late will call
25	31	30	75	116	94	38	46	68	89	<b>49</b>	661	total violation w/ \$50 penalty
6	8	4	4	13	6	5	7	9	8	<b>14</b>	84	non ADA rides on Dist
\$950	\$1,000	\$1,500	\$3,750	\$5,800	\$4,700	\$1,400	\$2,300	\$3,400	\$4,450	<b>\$2,450</b>	\$31,700	Damages assessed:
0.26%	0.34%	0.31%	0.78%	1.32%	1.16%	0.46%	0.58%	0.75%	1.02%	<b>.55%</b>	.68%	% of rides subject to penalty

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

**Eligibility Certification**

Number of new applicants assessed since August 1, 2002: 1121. Of those, 1021 were approved for some level of eligibility. During the same period the prior year, 1185 applications were filed and all were approved for unrestricted eligibility.

As of June 30, 333 riders who have been requested to schedule a recertification assessment have chosen not to do so.

Number of recertification assessments completed: 1180

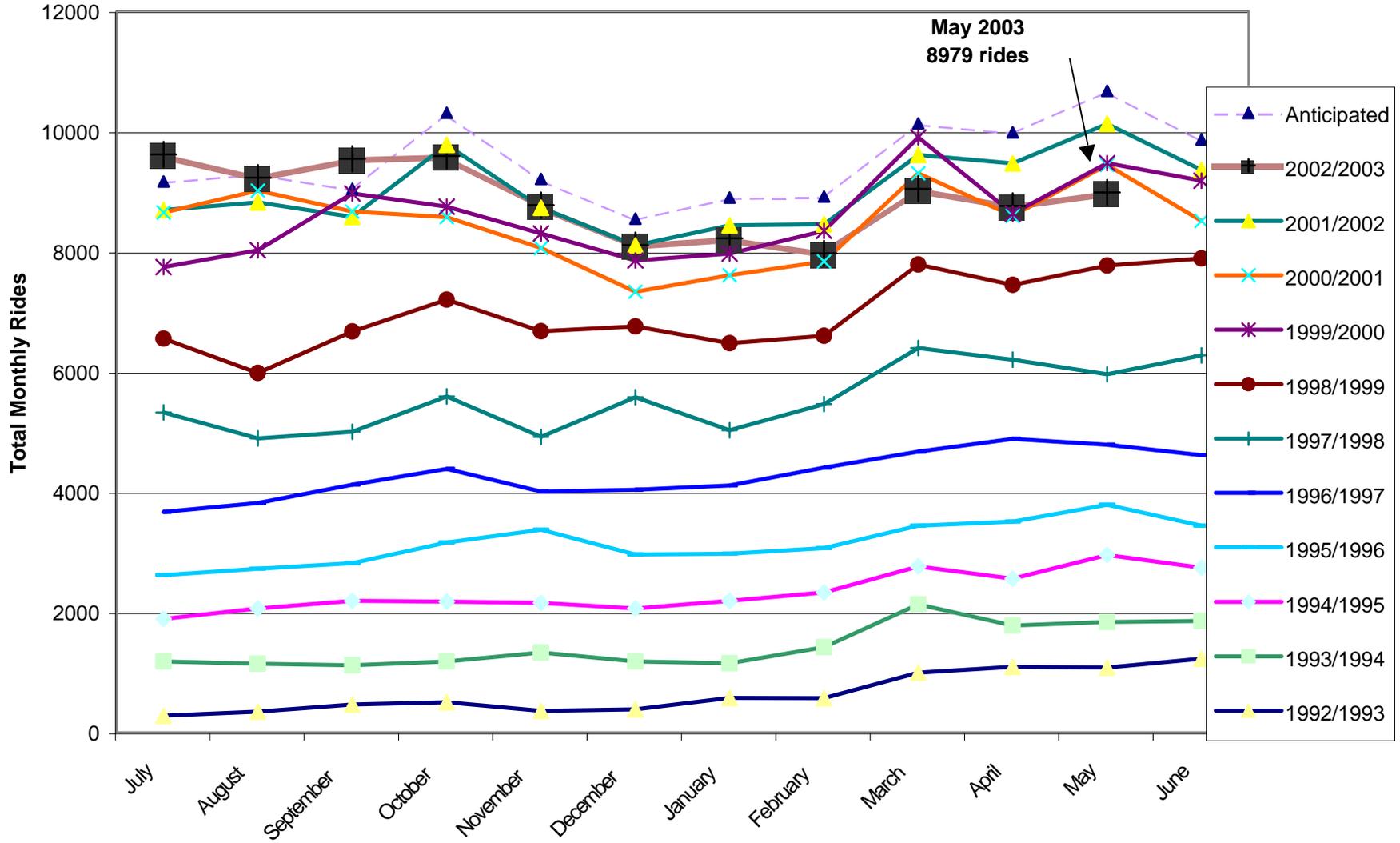
**IV. FINANCIAL CONSIDERATIONS**

none

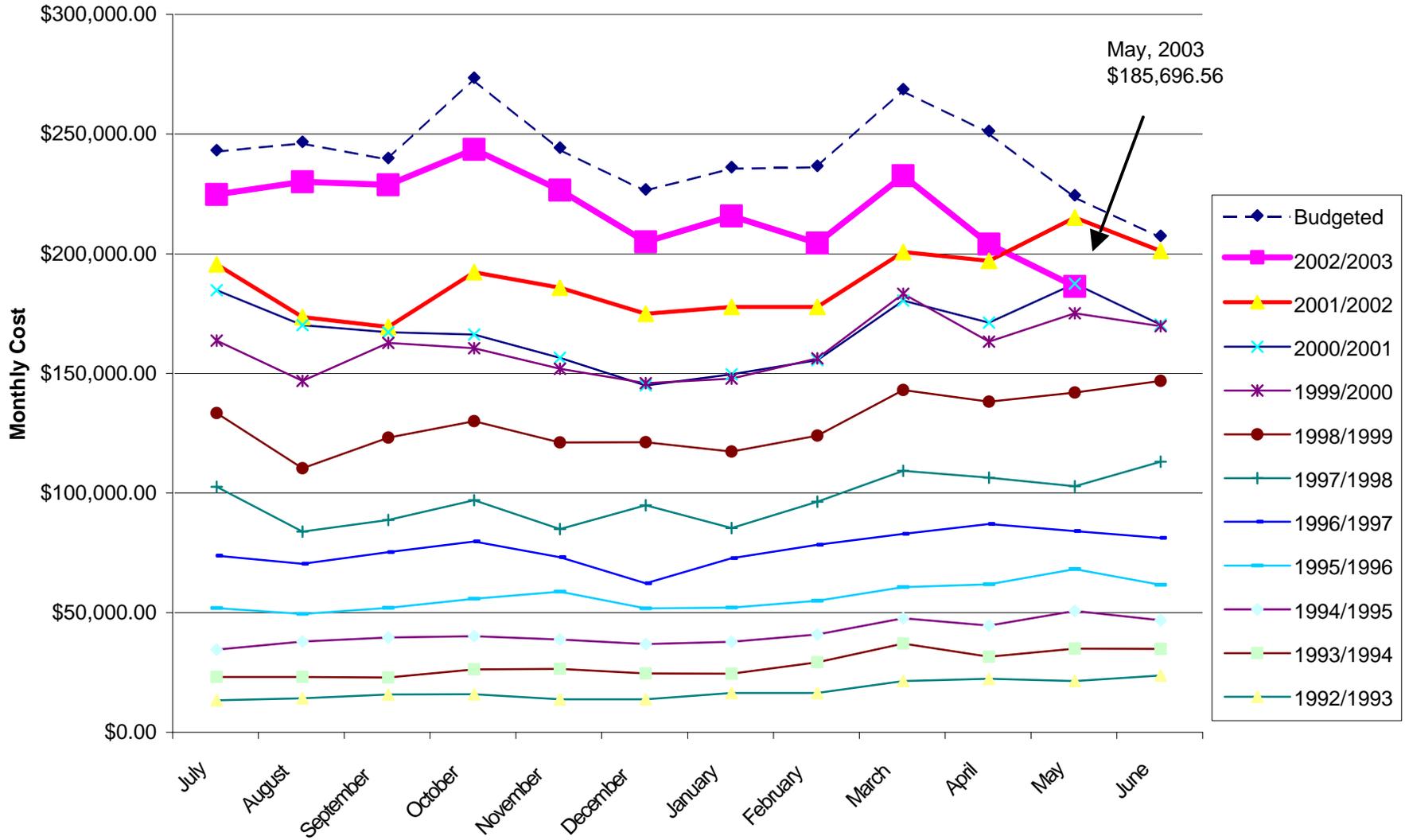
**V. ATTACHMENTS**

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

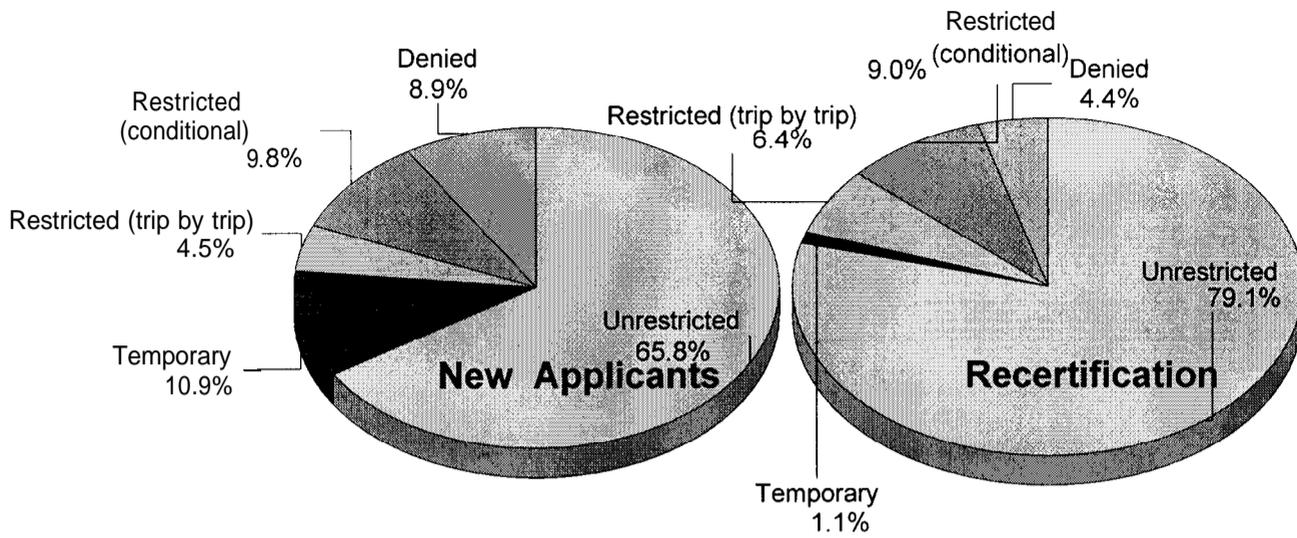
### METRO ParaCruz Rides by Month



### METRO ParaCruz Cost By Month



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



### New Applicants

<b>Unrestricted</b>	<b>738</b>
<b>Temporary</b>	<b>122</b>
<b>Restricted (trip by trip)</b>	<b>51</b>
<b>Restricted (conditional)</b>	<b>110</b>
<b>Denied</b>	<b>100</b>
<b>Group Total:</b>	<b>1121</b>

### Recertification

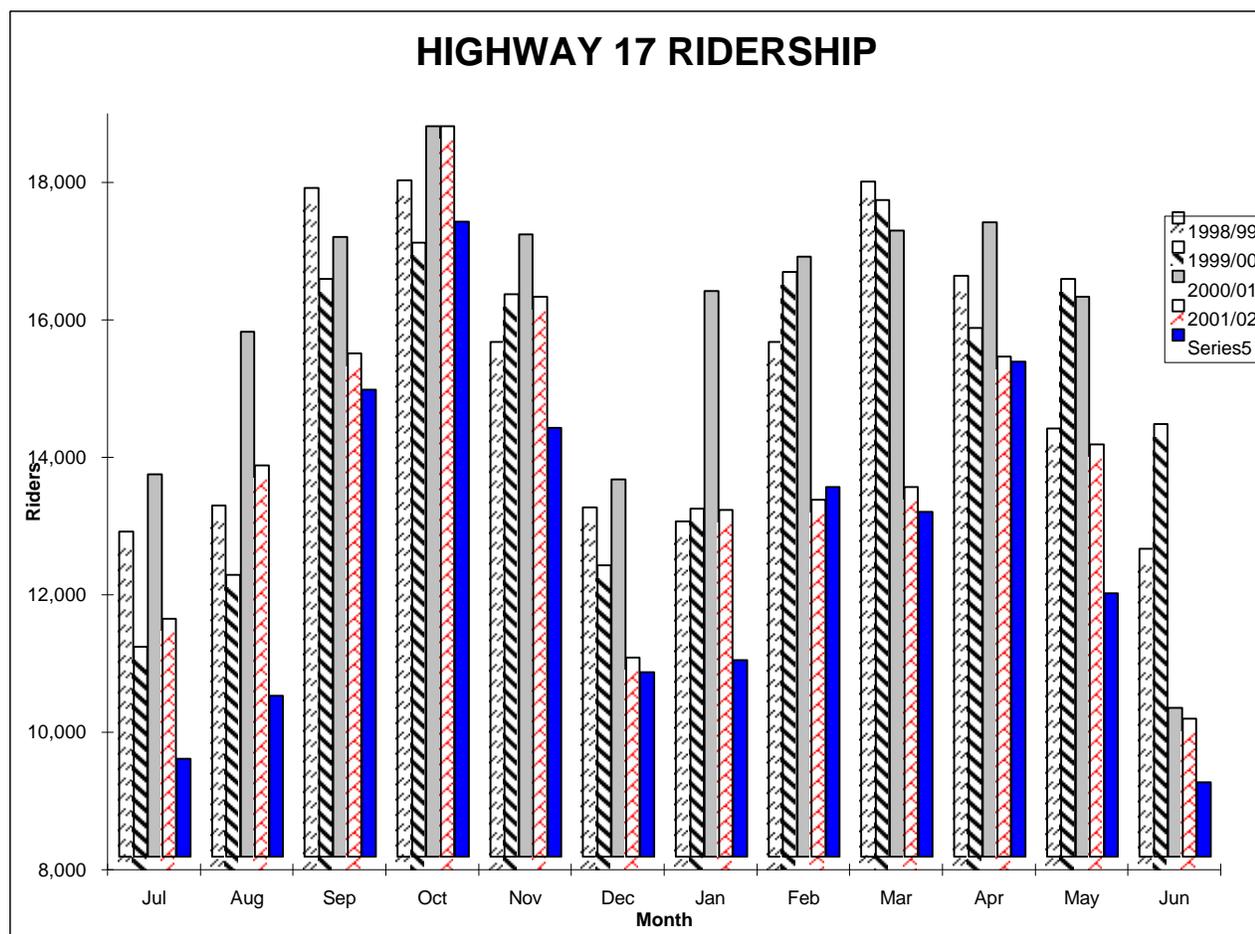
<b>Unrestricted</b>	<b>933</b>
<b>Temporary</b>	<b>13</b>
<b>Restricted (trip by trip)</b>	<b>76</b>
<b>Restricted (conditional)</b>	<b>106</b>
<b>Denied</b>	<b>52</b>
<b>Group Total:</b>	<b>1180</b>

**Grand Total:** 2301



# HIGHWAY 17 - JUNE 2003

	June			YTD		
	2002/03	2001/02	%	2002/03	2001/02	%
<b>FINANCIAL</b>						
Cost	\$ 84,177	\$ 97,203	(13.4%)	\$ 1,198,684	\$ 1,331,116	(9.9%)
Farebox	\$ 22,363	\$ 26,372	(15.2%)	\$ 357,891	\$ 395,475	(9.5%)
Operating Deficit	\$ 61,814	\$ 70,831	(12.7%)	\$ 802,815	\$ 909,649	(11.7%)
Santa Clara Subsidy	\$ 30,907	\$ 35,415	(12.7%)	\$ 401,408	\$ 454,825	(11.7%)
METRO Subsidy	\$ 30,907	\$ 35,415	(12.7%)	\$ 401,408	\$ 454,825	(11.7%)
San Jose State Subsidy	\$ -	\$ -		\$ 37,978	\$ 25,992	46.1%
<b>STATISTICS</b>						
Passengers	9,081	10,011	(9.3%)	150,128	165,062	(9.0%)
Revenue Miles	34,201	29,925	14.3%	413,667	381,544	8.4%
Revenue Hours	1,361	1,164	16.9%	16,459	14,838	10.9%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 9.27	\$ 9.71	(4.5%)	\$ 7.98	\$ 8.06	(1.0%)
Revenue/Passenger	\$ 2.46	\$ 2.63	(6.5%)	\$ 2.38	\$ 2.40	(0.5%)
Subsidy/Passenger	\$ 6.81	\$ 7.08	(3.8%)	\$ 5.60	\$ 5.67	(1.2%)
Passengers/Mile	0.27	0.33	(20.6%)	0.36	0.43	(16.1%)
Passengers/Hour	6.67	8.60	(22.4%)	9.12	11.12	(18.0%)
Recovery Ratio	26.6%	27.1%	(2.1%)	29.9%	29.7%	0.5%



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**SUBJECT:** UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Student billable trips for June 2003 increased by 86.52% versus June 2002. Year to date student billable trips have decreased by (.5%).
- Faculty / staff billable trips for June 2003 increased by 26.76% versus June 2002. Year to date faculty / staff billable trips have increased by 7.5%.
- Revenue received from UCSC for June 2003 was \$79,137.14 versus \$48,233.00 an increase of 64.1%.

	Billable Days	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	21	10,546	72,584	86.52%	26.76%
Last Year	20	8,318	38,915		

**\*Last year UCSC instruction/finals were completed on June 06, 2003. This year instruction/finals were completed on June 11, 2003. The additional five (5) days accounts for the increase in ridership/revenue for June 2003 versus June 2002.**

## III. DISCUSSION

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

- Student billable trips for the month of June 2003 were 72,584 vs. 38,915 for June 2002 an increase of 86.52%.

- Faculty / staff billable trips for the month of June 2003 were 10,546 vs. 8,318 for June 2002 an increase of 26.76%.
- Year to date Student billable trips decreased by (.5%) and faculty / staff billable trips increased by 7.5%.
- In June 2003 the charge for service was \$79,137.14. The charge for June 2002 was \$48,233.00. This represents a 64.1% increase in revenue for June 2003 versus June 2002.

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

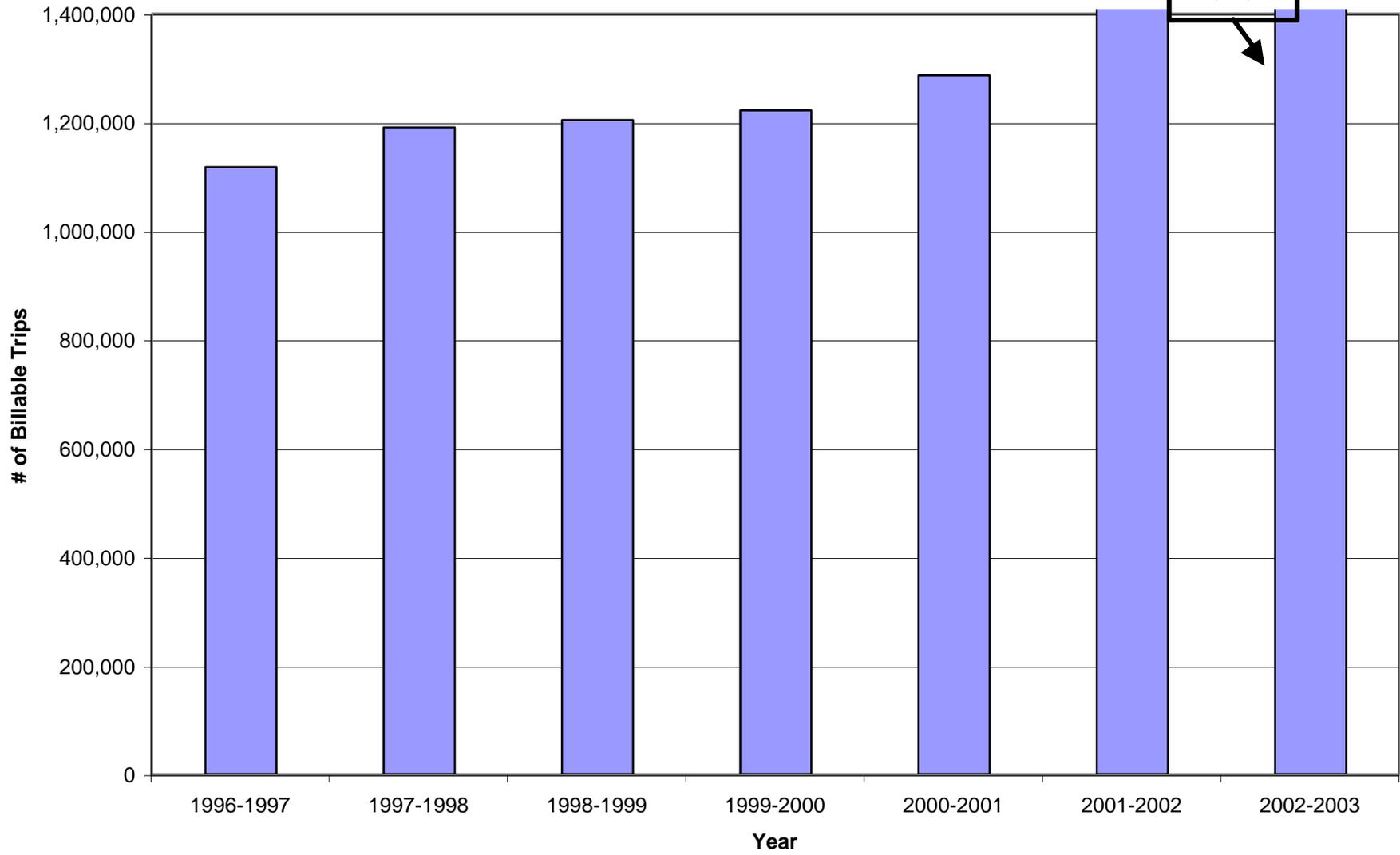
NONE

#### **V. ATTACHMENTS**

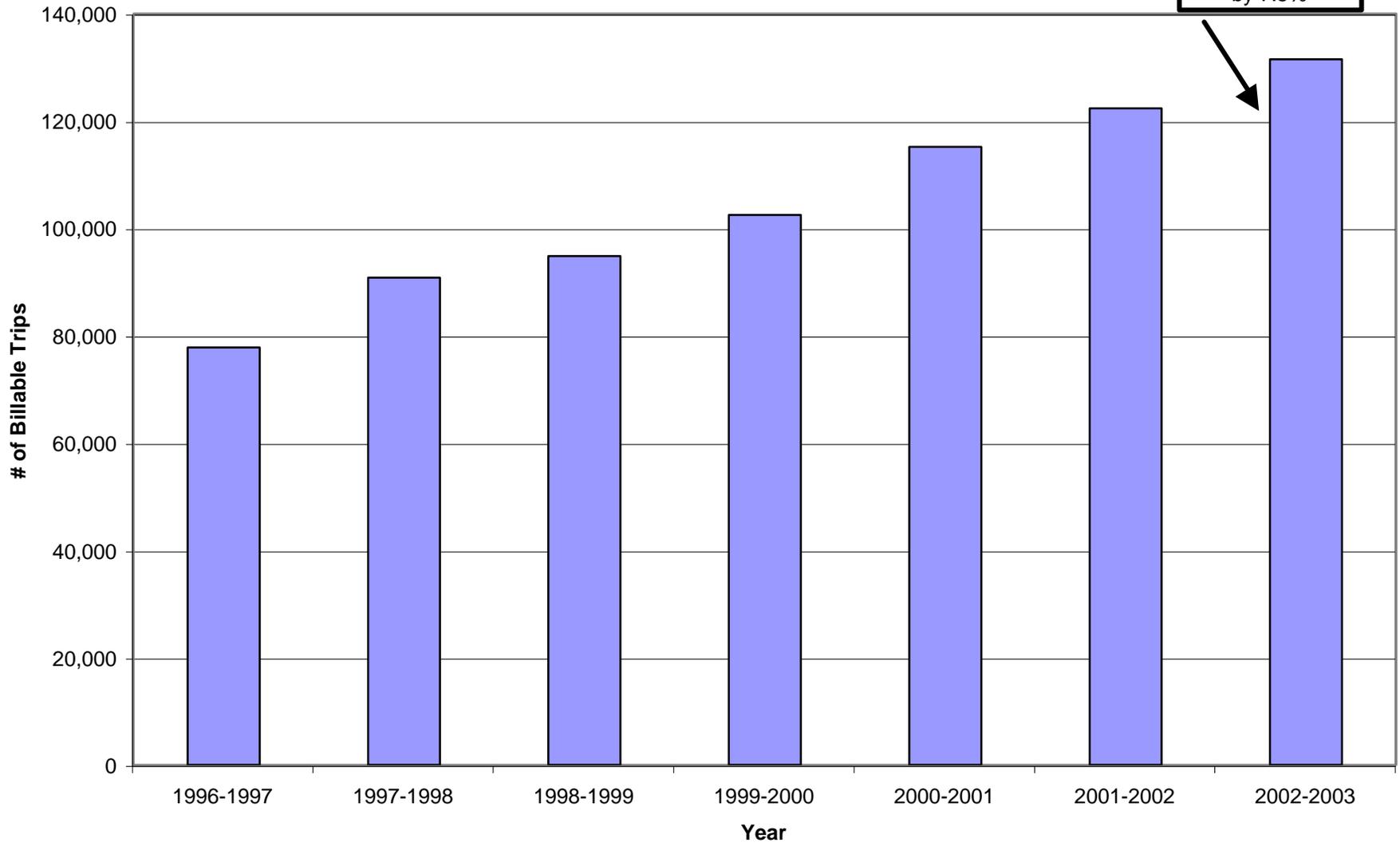
**Attachment A: UCSC Student Billable Trips**

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

### UCSC Student Billable Trips



### UCSC Faculty / Staff Billable Trips



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: METROBASE PROJECT STATUS REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

- Agreements with the City of Santa Cruz have been developed for Inspection Services and ROW Acquisition and Relocation Services. The Agreements were approved, along with the consent for METRO to use the power of Eminent Domain, by the Santa Cruz City Council on May 27, 2003. The Board of Directors approved the agreements with the City of Santa Cruz on June 27, 2003. Metro is continuing to recruit to fill the Project Manager position. **The staff of the City of Santa Cruz redevelopment Agency is proceeding with actions to acquire the property required for Phase 1 of the MetroBase Project.**
- On May 13, 2003 METRO held a pre-proposal meeting for all firms interested in submitting proposals for final design services.
- On June 25, 2003 two design firms were interviewed and a preferred firm was elected for recommendation to the Board of Directors.
- **On July 25, 2003 the Board of Directors considered a proposed contract for design services with RNL. There were not the requisite six Directors indicating support for the contract and therefore action on this item was delayed.**

### III. DISCUSSION

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

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

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

The Notice of Preparation/Notice of Intent was circulated on April 30, 2002 and the comment period concluded on May 30, 2002. On May 22, 2002, the scoping meeting was held to solicit

comments from the public with regard to the revised project scope. In order to proceed with the Environmental Impact Report process, it was necessary to receive a revised site plan as well as other information from both METRO and Waterleaf Interiors, Inc. The information required to be submitted to Duffy & Associates on June 1, 2002 was delivered. The Administrative Draft EIR was received by METRO staff on August 5, 2002. Comments from METRO staff and consultants were transmitted to Denise Duffy and Associates on September 4, 2002. The next time point on the schedule was the delivery of the Screen-Check of the EIR to METRO by September 27, 2002. This date was modified for a third time to reflect a new date of October 17, 2002. The attached schedule was been adjusted to reflect the delay. The impact of this action was to delay the certification of the EIR to February 28, 2003. The EIR was certified by the Board of Directors on February 28, 2003. The Board of Directors also formally approved the Metrobase Project based upon the EIR. On April 3, 2003 the period for a challenge to the adequacy of the EIR closed with no actions filed. On March 28, 2003 the Board of Directors approved the termination of the contract with Waterleaf Interiors Inc. and authorized staff to issue a Request for Proposals (RFP) to obtain professional services to carry out final design and engineering activities. The MetroBase project schedule was modified to accommodate the time necessary to change design teams. On March 28, 2003 the Board of Directors approved the creation of a Project Manager position to oversee the future phases of the MetroBase Project. The Board of Directors authorized requesting that the City of Santa Cruz Redevelopment Agency carry out the activities necessary for Right of Way Acquisition and Relocation for the project. Recruiting actions for the Project Manager are currently underway. An Agreement between METRO and the City of Santa Cruz Redevelopment Agency for service was developed. A separate Agreement with the City of Santa Cruz for inspection services was also developed. A letter requesting consent from the City of Santa Cruz for METRO to exercise the power of Eminent Domain, if necessary, was presented to the City of Santa Cruz Council for consideration at the same time as the two Agreements were presented. The two Agreements and the Resolution of Consent in response to the Request Letter were approved by the Santa Cruz City Council on May 27, 2003. METRO staff members are continuing to recruit for the Metrobase Project Manager position. On May 13, 2003 a pre-proposal meeting was held to answer any questions from companies planning to submit proposals for final design services. Proposals for final design services were received on June 6, 2003. Prospective design firms were interviewed on June 25, 2003 by Dennis Norton, Margaret Gallagher, Mark Dorfman, Bob Scott and myself. A preferred firm was selected and a contract prepared for the Board of Directors. On July 25, 2003 there were not six Directors indicating that they could support a contract with the selected firm of RNL. **The contract for design services has been delayed until such time as six members of the Board are able to vote affirmatively on a contract. The schedule attached to this Staff Report hjas been modified to reflect this delay.**

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

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

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

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

#### **V. ATTACHMENTS**

**Attachment A:**        **Revised** MetroBase Project Schedule

# MetroBase Project Schedule

## MetroBase HW 1 Cluster Alternative Revised Schedule

Task	Adopted Schedule	Revision #1	Revision #2	Revision #3	Revision #4	Revision #5	Revision #6	Revision #7
FFIR Completed and Accepted by Board of Directors	04/19/02							
Board of Directors Amends Preferred Alternative Designation	04/19/02							
Circulate Notice of Preparation/Notice of Intent (30 days)	04/30/02							
Scoping Meeting	05/22/02							
NOP/NOI Circulation Period Ends	05/30/02							
Receive All Project Information from SCMTD & Architect	05/01/02							
Submit Administrative Draft EIR/EIS	07/15/02	08/05/02						
Review of ADEIR/EIS by SCMTD Complete	08/09/02	08/30/02						
Submit Screen-Check ADEIR/EIS to SCMTD	08/16/02	09/27/02	10/11/02	10/17/02				
Review of Screen-Check ADEIR/EIS Complete	08/19/02	10/04/02	10/18/02	10/25/02				
Start 45-Day Review Period	08/20/02	10/07/02	10/21/02	10/31/02				
DEIR Review Period Ends	10/11/02	11/20/02	12/06/02	12/15/02				
Submit Administrative Responses to Comments to SCMTD	11/04/02	12/13/02	12/27/02	01/13/03				
Review of Admin Responses Complete	11/25/02	01/03/03	01/17/03	01/31/03				
Circulate Responses (10 days)	12/09/02	01/13/03	01/31/03	02/07/03				
End Circulation Period	12/19/02	01/23/03	02/10/03	02/19/03				
Certify Final EIR	12/20/02	01/24/03	02/14/03	02/28/03				
ROW Acquisition Actions Commence	01/01/03	01/27/03	02/17/03	03/03/03	03/31/03			
A/E RFP Issued						04/15/03		
A/E Proposals Due						06/06/03		
A/E Contract Award						06/27/03	07/11/03	?
Final Design and Engineering Activities Commence	01/01/03	01/27/03	02/17/03	03/03/03	03/31/03	06/27/03	07/25/03	?
Draft Construction Specifications Circulated	05/01/03		06/01/03		07/01/03	10/10/03	11/10/03	12/8/2003
Board of Directors Approves Construction Specifications	06/20/03				07/18/03	10/24/03	11/24/03	12/19/2003
Request for Construction Bids Issued	06/20/03				07/18/03	10/24/03	11/24/03	12/19/2003
Pre Bid Meeting Held	07/15/03				08/15/03	11/18/03	12/18/03	1/15/2004
Final Bid Documents Issued	08/01/03				09/01/03	12/01/03	01/02/04	2/6/2004
Construction Bid Received	10/01/03				11/01/03	02/27/04	03/27/04	4/23/2004
Construction Bids Evaluated	10/01/03 thru 11/01/03				11/1/2003 thru 12/01/03	3/10/04 thru 4/01/04	04/10/04 thru 05/01/04	5/6/04 thru 6/03/04
ROW Acquisition Completed	11/01/03				11/31/03			

# MetroBase Project Schedule

## MetroBase HW 1 Cluster Alternative Revised Schedule

Task	Adopted Schedule	Revision #1	Revision #2	Revision #3	Revision #4	Revision #5	Revision #6	Revision #7
Board of Directors Award Construction Contracts	11/21/03				12/19/03	04/23/04	05/28/04	6/25/2004
Groundbreaking	01/09/04				02/13/04	05/14/04	06/14/04	7/12/2004
Construction Begins	01/12/04				02/16/04	06/01/04	07/01/04	8/1/2004
Fueling System Operational and online	07/01/05				08/01/05			9/1/2005
Fleet Maintenance Function Complete and online	09/30/05				10/30/05			
Operations Function Complete and online	11/30/05				12/31/05			
Facility Maintenance Complete and online	12/31/05				12/31/05			
Phase I Construction Complete	02/28/06				03/31/06			
Grand Opening & Celebration	03/15/06				04/15/06			

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Elisabeth Ross, Finance Manager  
**SUBJECT: CONSIDERATION OF REVISION TO POLICY ON ISSUANCE OF FREE PASSES**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors amend the policy on issuance of free passes to increase the limits in Paragraph 3.01.c for exchange student organizations from \$2,000 per year to \$3,000 and to increase the limits in Paragraph 3.02.d for emergency services agencies from \$200 per twelve month period to \$300.**

## II. SUMMARY OF ISSUES

- The existing policy on issuance of free passes provides for dollar limits for passes provided to exchange student organizations and emergency services agencies.
- The District periodically receives requests for passes from a variety of organizations. The value of free passes issued totaled \$2,468 in 2001, \$198 in 2002, and \$198 for 2003 to date.
- Since the value of passes has increased due to the new fare structure effective July 1, 2003, the dollar limitations should be increased to reflect the new fares so that the maximum number of passes issued to these organizations will remain the same.

## III. DISCUSSION

As shown in Attachment B, exchange student organizations no longer request the large volume of passes as in previous years (\$6,000 per year in 1999 and 2000). There are still a few requests from emergency services agencies (women's shelters). In order for these groups, especially the shelters, to continue to receive the same number of passes, the policy limits need to be increased to reflect the 50% increase in the fare structure.

## IV. FINANCIAL CONSIDERATIONS

Adoption of the staff recommendation will increase the limit of \$2,000 for each exchange student organization to \$3,000 per year, and will increase the limit of \$200 for each emergency services agency to \$300 per twelve-month period. There is no direct budgetary impact.

## V. ATTACHMENTS

**Attachment A: Existing Policy on Issuance of Free Passes**

**Attachment B: Free passes issued in 2001, 2002, and 2003**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## Attachment A

Regulation Number: AR-4004

Computer Title: freepass.doc

Effective Date: January 1, 1993

Pages: 3

**TITLE : BUS PASSES - ISSUANCE OF FREE PASSES**

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### Procedure History

<b>REVISION DATE</b>	<b>SUMMARY OF REVISION</b>	<b>APPROVED</b>
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12/5/95	Revise format without content change	
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7/19/96	Limits on student passes
---------	--------------------------

2/24/98	Clarify language
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04/24/03	New title without content change
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## I. POLICY

- 1.01 The Board of Directors or the General Manager of the Santa Cruz Metropolitan Transit District are authorized to issue **free** passes only in accordance with the following Regulation and the District Fare Ordinance.

## II. APPLICABILITY

- 2.01 This regulation is applicable to all District employees.

## III. ISSUANCE OF FREE BUS PASSES

- 3.01 Free bus passes may be issued by the Board of Directors or the General Manager in the following circumstances:
- a. Monthly passes may be issued to persons who perform an act which directly benefits the District;
  - b. Monthly passes may be issued as an award for a contest sponsored by the District;
  - c. A monthly and/or weekly pass valid for no longer than one month may be issued to students participating in educational programs, which promote good will and friendship with other countries. A limit of \$2,000 per organization per calendar year is established for the value of passes issued

to students with a District limit of \$10,000 to all organizations per year, except that an organization that has not previously requested passes during the year may request ten passes or less once the \$ 10,000 limit has been reached;

- d. An annual pass shall be issued upon request to all employees and spouses who retire from the District under the provisions of the Public Employee Retirement System with five or more years served in District employment;
- e. An annual pass shall be issued upon request to the spouse of a deceased employee or Board of Directors member who dies while in the service of the Santa Cruz Metropolitan Transit District;
- f. An annual pass shall be issued upon request to all Board Members and their spouses who serve a full four-year term on the District Board of Directors;
- g. Passes may be provided to out-of-District participants in Transit meetings or conferences held in or near the Santa Cruz Metropolitan Transit District;
- h. Monthly passes may be issued to persons who supervise school children (K-12) traveling to and from school on weekdays on District buses. The school shall be responsible for certifying the need for such passes or tickets and for distribution.

3.02 The Santa Cruz Metropolitan Transit District may grant requests for discounted rates or donation of tickets and passes for use by recipients of services provided by emergency services agencies, provided the requests conform with the following criteria and procedures:

- a. The agency requesting the tickets and passes must be a non-profit organization which provides emergency services to the local community as defined below:
  - 1. Agency must be registered by the State of California as a private non-profit agency.
  - 2. Agency must supply services to Santa Cruz County residents who are receiving services as a direct result of a bonafide emergency.
- b. The organization must submit a letter of request to the District outlining the nature of the transportation emergency, the reasons for the request, who will use the tickets and/or passes, and the number of tickets and/or passes required.

- c. The tickets and/or passes may only be used by the organization's clients in conjunction with the receipt of emergency services, for the purposes specified in the letter of request.
- d. The monetary value of the donated tickets and/or passes may not exceed \$200 over a one-year period. If the organization wishes to obtain additional tickets and/or passes or extend the program beyond one year, the District may develop a service contract with the organization to meet its long-term needs, at an adjusted rate.

3.03 Annual passes shall be issued to each member of the Board of Directors, District employee and members of their immediate family (spouse, unmarried equivalent to spouse, and children under the age of 18 years who reside within the household and/or other approved person in accordance with an approved Labor Agreement).

3.04 For the purpose of fare payment, an annual pass shall be considered the same as a monthly pass for fixed route service.

#### **IV. ENFORCEMENT**

4.01 Any District employee who violates this regulation shall be disciplined up to and including termination.

## FREE PASSES ISSUED IN 2001, 2002 AND 2003

### Exchange Student Organizations

<u>2001</u>	<u>Organization Name</u>	<u>Passes Issued</u>	<u>Total</u>	<u>Policy Limit</u>
	Intrax	22 convenience cards	\$330	\$2,000
	International Student Services	108 convenience cards	\$1,620	\$2,000
	Student of the World	8 monthly passes	\$320	\$2,000
	<b>2001 Total</b>		<b>\$2,270</b>	
	<b>2002 Total</b>		<b>\$0</b>	
	<b>2003 Total</b>		<b>\$0</b>	

### Emergency Services Organizations

2001	Walnut Avenue Women's Center	66 one day passes	\$198	\$200
	<b>2001 Total</b>		<b>\$198</b>	
2002	Grandma Sue's Community Project	66 one day passes	\$198	\$200
	<b>2002 Total</b>		<b>\$198</b>	
2003	Walnut Avenue Women's Center	66 one day passes	\$198	\$200
	<b>2003 Total</b>		<b>\$198</b>	

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

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

**SUBJECT: CONSIDER SUBMITTING A RESPONSE TO THE GRAND JURY REGARDING RECOMMENDATIONS FROM THE 2002-2003 FINAL REPORT**

## I. RECOMMENDED ACTION

**Authorize staff to submit the attached Response to the Grand Jury indicating the responses to the Santa Cruz Metropolitan Transit District recommendations contained in the 2002-2003 Final Grand Jury Report.**

## II. SUMMARY OF ISSUES

- Every year, the Grand Jury issues a Final Report on various matters, which affect the residents of the County of Santa Cruz. Generally, when the Grand Jury investigates a matter and makes a finding, it solicits a response from the public agency having responsibility for the matter.
- This year the Grand Jury issued its 2002-2003 Final Report on June 13, 2003.
- As part of a section on Review of Options to Improve Transportation in Santa Cruz County, there were a total of four areas in the report that require responses from the Santa Cruz Metropolitan Transit District.
- A Response from the Santa Cruz Metropolitan Transit District is due on September 30, 2003.
- At the July Board Meeting the Board approved responses to recommendations of the Grand Jury, this report also includes the responses to the findings

## III. DISCUSSION

Every year, the Grand Jury issues a Final Report on various matters that affect the residents of Santa Cruz County. Generally, when the Grand Jury investigates a matter and makes a finding and recommendations, it solicits a response from the public agency having responsibility for the matter. The Grand Jury 2002-2003 Final Report was issued on June 13, 2003. In this year's report the Grand Jury investigated a Review of Options to Improve Transportation in Santa Cruz County. As part of this review, there were four (4) areas in the report that require a response from the Santa Cruz Metropolitan Transit District.

At the July Board Meeting the Board approved the responses to the Recommendations of the Grand Jury. There are also Findings that require responses as well. Attachment A to this report includes the responses to both the Findings and Recommendations from the Grand Jury Report.

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

None of the recommendations contained in these responses call for the expenditure of any funds at this time.

#### **V. ATTACHMENTS**

**Attachment A:** Santa Cruz Metropolitan Transit District's Response to the 2002-2003 Grand Jury Final Report (Revised to include Findings)

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S  
RESPONSE TO THE 2002-2003 GRAND JURY FINAL REPORT**

**B. Highway 17 Corridor**

**GRAND JURY FINDING**

11. Many commuters find the Hwy 17 Express Bus Service inconvenient and some trips can take as long as two hours door to door. In spite of this, the Hwy 17 Express Bus ridership is greater than the industry standard for similar commuter bus services because there are no alternatives for people without cars. (*Page 2-8*)

**METRO RESPONSE:** Santa Cruz METRO disagrees with this finding.

The travel time on the Highway 17 Express bus ranges from 1 hour and 5 minutes to 1 hour and 20 minutes depending on the time of the day. These running times are subject to traffic conditions. If METRO buses delayed, motorists in their cars would be similarly delayed. VTA buses and light rail serve destinations in Santa Clara County. Travel time from someone's house to his or her ultimate destination is beyond our ability to control.

**GRAND JURY RECOMMENDATION**

3. The Hwy 17 Express Bus service should coordinate schedules with the Santa Clara Valley Transit Authority (VTA) to reduce the overall commute time for people who use the Hwy 17 Express Bus. (*Page 2-9*)

**METRO RESPONSE:** Santa Cruz METRO partially agrees with this recommendation.

Santa Cruz METRO operates the Highway 17 Express Bus with the Santa Clara Valley Transit Authority through a Joint Powers Agreement (JPA). While Santa Cruz METRO operates the buses, the planning and funding of the service is provided and split equally by both agencies. The JPA requires that both parties meet to plan the operation of the service. The nature of the service is that there are two (2) connections in Santa Cruz County, Dominican Park & Ride Lot and the Scotts Valley Transit Center. In Santa Clara County, there are similarly two connections that are desired, Diridon Station for CalTrain, and downtown San Jose for the VTA Light Rail and Buses. The time required to travel over Highway 17 is a fixed unit of time. There are times when a connection is workable on one side of the hill but ceases to be viable on the other. As of late, with both VTA and Santa Cruz METRO making service cuts, connections have proven more difficult to maintain. Additionally, CalTrain has made schedule changes without informing Santa Cruz METRO, breaking the connections that were established. Santa Cruz METRO will continue to work towards efforts to maximize connections and reduce travel times for the Highway 17 Express, subject to the above constraints.

## **C. Passenger Rail Service**

### **GRAND JURY FINDING**

2. The Transportation Authority of Monterey County (TAMC) is working with CalTrain and Amtrak to offer passenger rail service in Monterey County with stops in Salinas, Monterey, Castroville, and Pajaro. The current plan is to offer three types of train service – commuter service operated by CalTrain, passenger service operated by Amtrak and intercity service operated by TAMC. Under the current proposal, CalTrain commuter service could start as soon as 2007. The CalTrain commuter service would stop in Salinas, Pajaro, and Gilroy and continue north to San Francisco. TAMC expects 1,000 passengers per day will use CalTrain to commute from Monterey Bay to Santa Clara County. TAMC also estimates that 300 to 400 of those passengers will depart from the Pajaro train station and 80% of the Pajaro passengers will be from Santa Cruz County. The startup costs for the extension of CalTrain service to Salinas are estimated to be \$32 to \$46 million with a significant portion of the capital funds coming from State and Federal grants. TAMC is purchasing the Monterey Branch Line from Union Pacific and expects to complete that acquisition by the end of 2003. TAMC is working with Amtrak and the state's Coast Rail Coordinating Council (CRCC) to add a new daily train between San Francisco and Los Angeles with stops in Monterey County. The final proposed train service establishes inter-city rail service between San Francisco and Monterey County. The service would have 2-3 trains daily with an anticipated fare of \$25 for a round trip. This service is expected to start operating two years after the CalTrain commuter services starts. *(Page 2-10)*

**METRO RESPONSE:** Santa Cruz METRO sees no finding for the agency to respond to.

### **GRAND JURY RECOMMENDATION**

2. When CalTrain commuter service begins at the Pajaro station, the METRO should offer Express Bus service from multiple locations in the county including Santa Cruz, Capitola and Aptos to the train station in Pajaro. *(Page 2-13)*

**METRO RESPONSE:** Santa Cruz METRO disagrees with this recommendation.

Santa Cruz METRO staff has been actively involved in a planning effort with agencies from both Santa Cruz and Monterey Counties regarding the planning for commuter rail service to Pajaro Station. As part of these efforts, Monterey Salinas Transit, the transit provider for Monterey County, has committed to provide connecting service from Pajaro Station to the Watsonville Transit Center. Express Service to Watsonville has been a high priority for Santa Cruz METRO, and with a major generator such as a rail station in Pajaro, it would be expected that demand would increase. Santa Cruz METRO will evaluate the economics of added service that will service passenger rail service to Pajaro Station, at the time a commitment to provide rail service is made.

## ***D. Express Bus Service***

### **GRAND JURY FINDINGS**

1. The METRO operates bus service throughout the county, as well as administers Paratransit service for those with disabilities. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

2. According to the Transportation Commission's 2001 Regional Transportation Plan, "Nearly one third (32 percent) of Santa Cruz County residents – notably children, the elderly, disabled, and low income individuals and families who cannot afford a car (including college students) do not drive a personal vehicle." *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

3. In a survey of interest in alternative transportation, 15.1% of respondents said they would use the bus if it was more frequent and convenient. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

4. The METRO currently has a route (#91) that runs between Santa Cruz and Watsonville and stops at the major shopping areas and educational institutions. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

5. There are several factors that determine the duration of a bus trip including, the number of stops, traffic congestion, and the duration of the stops. More stops on a bus route lengthen the duration of a bus trip. Also, the process of boarding a bus and paying the fare extends the time of the stop. These factors combine to make trips on the bus very long and inconvenient for riders. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO partially agrees with this finding.

All of the factors discussed in the finding are relevant, but in order to serve a large number of people, the bus must stop and board riders. Each stop makes it more convenient to riders (shorter walk distance), but also adds to the length of the trip (travel time). Santa Cruz METRO is interested in exploring low-cost Transportation Systems Management approaches to reduce travel time in congested corridors. Yield-to-Bus is one of these types of approaches.

6. The city of Curitiba, Brazil, has created a hybrid system that combines the features of rapid transit with buses. Curitiba has built bus stops that are similar to rapid transit stops. Customers pay their fee before boarding the bus and the bus stop platform is level with the floor of the bus. This allows people in wheel chairs to wheel straight on to the bus without having to have the bus kneel down for boarding. This greatly reduces the amount of time at a stop. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO partially agrees with this finding.

While this type of approach does have a positive impact on reducing the time to board a bus, it does greatly increase the capital expenditures for a bus route. Secure platforms need to be constructed with fixed fare gates to control access. Each transit stop would require multiple fare collection devices. The bus stops themselves would need to be elevated in order to allow for direct access to buses. The stations would need to have wheelchair ramps and/or elevators so disabled individuals could get to the platforms. As discussed in the recommendations section, METRO is not in a position to construct this type of system.

7. Most residents in the county use single-occupant vehicles as their primary mode of transportation. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

8. The county has a limited number of Park and Ride lots that are primarily used for commuting to work. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

9. The Hwy 1 corridor between Santa Cruz and Watsonville is the most traveled corridor in the county. *(Page 2-15)*

**METRO RESPONSE:** Santa Cruz METRO agrees with this finding.

### **GRAND JURY RECOMMENDATION**

1. The METRO should create new Express Bus Service or modify existing Express Bus Service, similar to the Curitiba system in Brazil. This would involve building Curitiba style bus stops and running a service with limited, shorter bus stops. *(Page 2-16)*
2. The first route the METRO should consider for the Curitiba style of service should be the UCSC – Santa Cruz – Capitola Mall – Cabrillo College – Watsonville Corridor. *(Page 2-16)*
3. These new stops should also serve Park and Ride lots located between major destination stops. The METRO should create Park and Ride lots located between the major destination stops so that car drivers do not enter congested areas. *(Page 2-16)*

**METRO RESPONSE:** Santa Cruz METRO disagrees with these recommendations.

The Curitiba System in Brazil has been a big success. It was designed as a bus system that acts like a light rail system. Fares are prepaid using stops that are like train stations. Fares are paid to enter the platform and then entry and exit from the vehicles is not constrained by the payment of fares. This system has its own right-of-way in the center of a major street in Curitiba. It does not serve Park and Ride lots and it is a service that operates in a dense corridor that warrants

frequent service beyond that of a traditional bus route, but below that of light rail. There is a large capital cost to build the infrastructure (not as large as Light Rail), which at this time has no funding source available. The advantages of such a system would be seen if Express Buses used the Highway 1 HOV Lane and had stations constructed at key points along the Highway, rather than requiring the vehicle to venture far from the Highway.

Santa Cruz METRO is interested in other Bus Rapid Transit (BRT) strategies that can be used in corridors to speed up the travel of buses and give them priority over cars. These would include the construction of “Queue Jumpers”, Bus Priority at traffic signals, etc. These low-cost improvements can show improvements in travel time, thereby making use of the bus more attractive. At this time, METRO is not in a position to construct Park and Ride Lots for this type of system.

Santa Cruz METRO will continue to look into low-cost strategies to move towards Bus Rapid Transit-type approaches to deal with congestion, and to also work with the Santa Cruz County Regional Transportation Commission to ensure that BRT-type approaches continue to be evaluated as part of future transportation improvements.

## ***E. University of California Santa Cruz and Harvey West Area***

### **GRAND JURY FINDINGS**

4. The Metro Transit District office and the future bus depot are located in the Harvey West area. *(Page 2-17)*

**METRO RESPONSE:** Santa Cruz METRO notes this finding.

There is no finding for the agency to respond to, but METRO wishes to clarify that the project being implemented (MetroBase) is an Operating and Maintenance Facility, not a passenger facility. There are no plans to move Metro Center/Pacific Station from the downtown area.

### **GRAND JURY RECOMMENDATION**

2. A multi-modal transportation center should be created in the Harvey West area and incorporate the Metro buses, a Park and Ride with a parking structure, a tourist shuttle, and a passenger train station. *(Page 2-19)*

**METRO RESPONSE:** Santa Cruz METRO partially agrees with this recommendation.

The recommendation in this area was identified as number 3, but this involves the creation of a new entrance to the University using Encinal Street. Santa Cruz METRO has no jurisdiction over this recommendation. Recommendation number 2 involves the creation of a multi-modal transportation center to be created in the Harvey West area to incorporate METRO buses, a Park and Ride lot, a tourist shuttle and a passenger train station. Presently, Santa Cruz METRO has worked with the City of Santa Cruz in their plans to develop the Salz Tannery site. The City has been considering a project that would involve a Park and Ride lot and the possibility of a tourist shuttle. Santa Cruz METRO will continue to work with the City to explore the feasibility of a Park and Ride lot approach in this location.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Interim Human Resources Manager  
**SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

## **I. RECOMMENDED ACTION**

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

## **II. SUMMARY OF ISSUES**

- None.

## **III. DISCUSSION**

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

## **IV. FINANCIAL CONSIDERATIONS**

None.

## **V. ATTACHMENTS**

**Attachment A:** Employee Recognition List

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

**TEN YEAR**

Margaret Gallagher, District Council

**FIFTEEN YEARS**

Russell Thomas, Mechanic II – carried over from the July 25<sup>th</sup> Board Meeting  
Ward Howard, Body Repair Mechanic – carried over from the July 25<sup>th</sup> Board Meeting

**TWENTY YEARS**

None

**TWENTY-FIVE YEARS**

James Strickland, Bus Operator – carried over from the July 25<sup>th</sup> Board Meeting

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** Mark Dorfman, Assistant General manager

**SUBJECT: CONSIDERATION OF SHUTTLE SERVICE FOR THE CAPITOLA ART AND WINE FESTIVAL**

## I. RECOMMENDED ACTION

**The Board of Directors approve the request from the City of Capitola for the provision of a Shuttle Service for the Capitola Art and Wine Festival, with the full cost to be paid for by the City of Capitola.**

## II. SUMMARY OF ISSUES

- On September 20 & 21, 2003 the Capitola Art and Wine Festival will be held.
- Traditionally, parking capacity for the Capitola Art and Wine Festival has been problematic.
- Last year, the District provided two buses for this shuttle to the City of Capitola. The cost to Metro to provide the requested service as provided last year is estimated at \$3,150.
- The policy of the Board is that the variable cost of these types of service is to be fully paid.

## III. DISCUSSION

On July 22, 2003, the District received a letter requesting service for the Capitola Art & Wine Festival for September 20<sup>th</sup> and 21<sup>st</sup> of this year. It is anticipated that 30,000 people will attend the Art and Wine Festival. In previous years, parking for the Art and Wine Festival has been problematic, and last year the District provided shuttle service to the City of Capitola for the festival. The City is once again requesting the provision of 2 full size accessible buses to be used for shuttle service from the Bank of America parking lot on 41<sup>st</sup> Avenue to Stockton Avenue in the Capitola Village. Last year the shuttle carried 3,589 riders.

The cost to provide the service requested by the Capitola Chamber of Commerce is estimated to be approximately \$3,150. Metro has operated these types of free shuttle services in the past and has historically limited its participation to 23% of the cost. This has been done with the City of Watsonville, the City of Santa Cruz, and with the City of Capitola. This arrangement ended last year, as the Board required that the variable cost of these services have to be fully funded for them to be operated.

It is recommended that the Board authorize staff to work with the City of Capitola to provide this service subject to the condition that the City of Capitola fully fund the shuttle service at an estimated cost of \$3,150.

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

The cost to provide the Shuttle Service requested by the Capitola Chamber of Commerce for the Art and Wine Festival is estimated at \$3,150 for 2 buses. There are no District funds allocated for this project per the Board Policy.

#### **V. ATTACHMENTS**

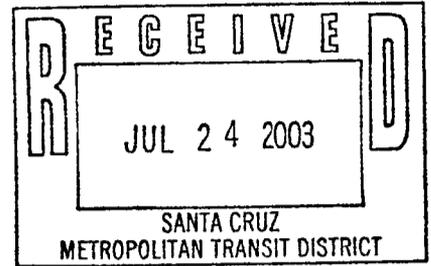
Attachment A: Request Letter City of Capitola



420 CAPITOLA AVENUE  
CAPITOLA, CALIFORNIA 95010  
TELEPHONE (83 1 ) 475-7300  
FAX 183 1 ) 479-8879

July 22, 2003

Mr. Les White  
Santa Cruz Metropolitan Transit District  
370 Encinal Street  
Santa Cruz, CA 95060



Subject: Art & Wine Festival Transportation Request

Dear Mr. White:

The City, in partnership with the Capitola Chamber of Commerce, is now planning for the 21<sup>st</sup> Annual Capitola Art & Wine Festival to be held September 20 and 21, 2003. More than 30,000 people are expected to attend and parking is very limited. Santa Cruz Metropolitan Transit District has been very gracious in the past and has contracted with the City to provide high capacity handicapped accessible buses to assist in shuttling people to the event from remote parking sites.

In the past we have used two forty-one seat buses shuttling from the 41<sup>st</sup> Ave. Bank of America Parking lot to Stockton Ave. in the Capitola Village on both days. The times of service would be from 9:30 a.m. to 9:00 p.m. on Saturday and from 9:30 a.m. to 7:00 p.m. on Sunday. We would also like to provide signage for the buses that would advertise the "Free Shuttle Service"

The City would contract with the District for these services. Please process this request at your earliest convenience.

Thank you for your cooperation in this event and if you have any questions please call.

Sincerely,

Richard Hill  
City Manager

cc: Capitola Chamber of Commerce

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH SHAW/YODER, INC. FOR STATE LEGISLATIVE SERVICES**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Shaw/Yoder, Inc. for state legislative services in an amount not to exceed \$24,000 per year.**

## II. SUMMARY OF ISSUES

- METRO has had a contract with Shaw/Yoder for the past seven (8) years.
- On August 18, 2000 the Board of Directors approved a one-year contract with Shaw/Yoder, Inc. with the option for four (4) one-year contract renewals.
- After exercising this option, there will be two years remaining.
- Shaw/Yoder, Inc. has effectively represented Santa Cruz METRO at the state level for the past year.

## III. DISCUSSION

METRO has utilized the services of a professional firm for state legislative services for over seven (7) years. On August 18, 2000 the Board of Directors authorized the General Manager to execute a one-year contract with the option for four (4) one-year extensions with Shaw/Yoder, Inc. for professional legislative services. Last year the Board of Directors authorized exercising the second of these options, leaving three years remaining.

The selection of Shaw/Yoder, Inc. was based upon a request for proposals process which was issued June 26, 2000 and sent to fifteen (15) firms. A sub-committee of the Board of Directors interviewed the top three (3) firms and recommended the selection of Shaw/Yoder, Inc. to represent METRO.

In the past year Shaw/Yoder has done an excellent job of representing the interests of METRO at the state level. Shaw/Yoder has been effective in maintaining open lines of communication with members of the Assembly and the Senate as well as the Office of the Governor. Shaw/Yoder, Inc. was instrumental in preserving funds made available under the Traffic Congestion

Reduction Plan sponsored by Governor Davis so that METRO would be able to proceed with the acquisition of new vehicles as well as Phase I of the METRO Center Project. Based upon the performance of Shaw/Yoder, Inc., Staff recommends that the General Manager be authorized to execute a one-year extension with Shaw/Yoder, Inc. in an amount not to exceed \$24,000 per year.

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

Funds necessary to support the contract with Shaw/Yoder, Inc. are included in the 2003/04 Budget.

#### **V. ATTACHMENTS**

**Attachment A** Letter from Shaw/Yoder, Inc.

**Attachment B:** Contract Extension with Shaw/Yoder, Inc.



SHAW/YODER, *inc.*  
LEGISLATIVE ADVOCACY  
ASSOCIATION MANAGEMENT

July 30, 2003

Lloyd Longnecker  
District Buyer  
Santa Cruz Metropolitan Transit District  
120 Du Bois Street  
Santa Cruz CA 95060

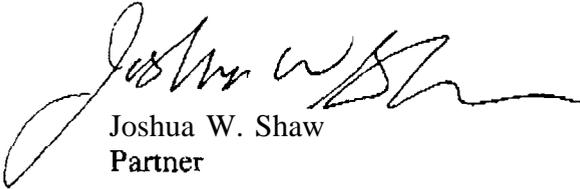
RE: CONTRACT FOR STATE LEGISLATIVE SERVICES (99-35)

Dear Mr. Longnecker:

I am pleased to accept and agree to the **offer** from the District to extend **our** contract for state legislative services for one more year, **from** October 1, 2003 through September 30, 2004. I further understand and agree that this extension will be pursuant to the same terms, conditions and reimbursement as defined in the current contract. I propose no modifications to the original contract.

We at Shaw / Yoder, Inc. truly appreciate the opportunity to continue serving the District. Please do not **hesitate** to contact me should you need further information.

Sincerely,



Joshua W. Shaw  
Partner

cc: Les White, General Manager, SCMTD  
Mark Dorfman, Assistant General Manager, SCMTD  
Paul Yoder, Partner, Shaw / Yoder, Inc.

TEL: 916.446.4656  
FAX: 916.446.4318  
1414 K STREET, SUITE 320  
SACRAMENTO, CA 95814

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
THIRD AMENDMENT TO CONTRACT NO. 99-35  
FOR STATE LEGISLATIVE SERVICES**

This Third Amendment to Contract No. 99-35 for State Legislative Services is made effective October 1, 2003 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Shaw/Yoder, Inc. ("Contractor").

**I. RECITALS**

1.1 District and Contractor entered into a Contract for State Legislative Services ("Contract") on October 1, 2000.

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

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 4.01 is amended to include the following language:

This contract shall continue through September 30, 2004. This Contract may be mutually extended by agreement of both parties.

**REMAINING TERMS AND CONDITIONS**

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

**AUTHORITY**

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

**SIGNATURES ON NEXT PAGE**

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

---

Leslie R. White  
General Manager

CONTRACTOR  
SHAW/YODER, INC.

By \_\_\_\_\_  
Joshua W. Shaw  
Partner

Approved as to Form:

---

Margaret R. Gallagher  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

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

**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CAROLYN C. CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES.**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors authorize the General Manager to enter into a contract extension with Carolyn C. Chaney & Associates for Federal Legislative Services in an amount not to exceed \$45,000.00 per year plus up to \$4,000.00 for expenses.**

## II. SUMMARY OF ISSUES

- The District has had a contract with Carolyn C. Chaney & Associates for the past seven years.
- The current contract was approved by the Board of Directors on October 20, 2000 for a term of one year with four options for renewal for one year each.
- Last year the Board authorized the second one year extension, leaving two year options available.
- Carolyn C. Chaney & Associates has effectively represented the District in Washington, DC over the course of the past year and therefore, a contract extension is recommended.

## III. DISCUSSION

METRO has utilized the services of a professional firm for legislative representation at the federal level for six years. METRO has been successful in getting federal earmarks and having language beneficial to METRO included in legislation. The firm that has had the contract for the past six years is Carolyn C. Chaney & Associates.

On October 20, 2000, the Board of Directors authorized the execution of a contract with Carolyn C. Chaney & Associates for a one-year period of time with four one-year extensions as an option. The selection of Carolyn C. Chaney & Associates was the result of a Request For Proposals (RFP) process which was issued on August 28, 2000 and distributed to 65 firms. Nine firms responded to the RFP and a selection committee of the Board of Directors screened the top three firms and selected Carolyn C. Chaney & Associates.

Last year the Board of Directors approved the second of two one year contract extensions with Carolyn C. Chaney & Associates, leaving two one year extensions remaining on the contract.

Over the past year the quality of service provided by Carolyn C. Chaney & Associates has been excellent and the District has had effective representation with regard to major legislative issues. As the issues of Federal Authorization and Federal Regulatory Issues have continued, this will require the continuation of a firm located in Washington, DC to represent METRO. Carolyn Chaney & Associates has also worked on the Transit Intensive Tier project that we hope to see included as part of the Transit Authorization Process. Staff recommends that METRO exercise the option for a one-year extension with Carolyn C. Chaney & Associates for an amount not to exceed \$45,000.00 plus reimbursement of up \$4,000.00 for expenses incurred as a part of the contract. Eligible expenses would include long distance telephone charges, photocopying, postage, courier, overnight mail and other types of expenses appropriate to representation of the District. Staff further recommends that the Board of Directors authorize the General Manager to sign the one-year contract extension on behalf of METRO.

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

Funds are included on the 2003-04 budget necessary to support this contract.

#### **V. ATTACHMENTS**

**Attachment A:** Letter from Carolyn C. Chaney & Associates

**Attachment B:** Contract Extension with Carolyn C. Chaney & Associates



CAROLYN C. CHANEY & ASSOCIATES, INC.  
LOCAL GOVERNMENT CONSULTANTS

July 30, 2003

Mr. Leslie R. White, General Manager  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

Dear Les:

Please **consider** this a formal request to **extend** for one year Contract 00-04 between the District and Carolyn C. **Chaney & Associates, Inc.** for Federal Legislative Services. **In** addition, we do **not** propose any additions or modifications to the **current** contract.

As you know, the **ongoing** TEA-2 1 **reauthorization** process will make the coming year another busy one on the federal level for **the** District. **We are** very pleased **with** the **progress** being made on the High **Intensity** Tier for **Small** Urbanized Areas and if it is ultimately **successful**, 90 communities **across** the country **will** have **Santa Cruz METRO** to thank! **In addition**, we continue to work with the congressional delegation on the Metro Center project **through** -both the **reauthorization** and appropriations **avenues**.

As always, it has been a pleasure to **serve** you, your staff, and the METRO Board **over** the past year, and we **look forward** to a continued relationship. **Please** let us know at your convenience **if you have** any questions or comments about the contract.

Sincerely,

Carolyn C. Chaney  
President

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
THIRD AMENDMENT TO CONTRACT NO. 00-04  
FOR FEDERAL LEGISLATIVE SERVICES**

This Third Amendment to Contract No. 00-04 for Federal Legislative Services is made effective November 1, 2003 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Carolyn C. Chaney & Associates, Inc. ("Contractor").

**I. RECITALS**

1.1 District and Contractor entered into a Contract for Federal Legislative Services ("Contract") on November 1, 2000.

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

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 4.01 is amended to include the following language:

This contract shall continue through October 31, 2004. This Contract may be mutually extended by agreement of both parties.

**III. REMAINING TERMS AND CONDITIONS**

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

**IV. AUTHORITY**

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

**SIGNATURES ON NEXT PAGE**

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

---

Leslie R. White  
General Manager

CONTRACTOR  
CAROLYN C. CHANEY & ASSOCIATES, INC.

By \_\_\_\_\_

Carolyn C. Chaney  
President

APPROVED AS TO FORM:

---

Margaret R. Gallagher  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF REQUESTS FROM LA UNION DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION: 1. AGENDA SPACE AT THE REGULAR BOARD MEETINGS SIMILAR TO MUG AND MASTF; 2. SPACE IN THE HEADWAYS PUBLICATION; AND 3. SPACE FOR DISPLAY POSTERS INSIDE THE BUSES AT NO CHARGE TO THE METRO RIDERS UNION**

### I. RECOMMENDED ACTION

Determine how the Santa Cruz METRO Board of Directors wishes to direct METRO staff regarding these requests

### II. SUMMARY OF ISSUES

- In a letter (Attachment A) dated June 2, 2003, directed to the Board of Directors, R. Paul Marcelin-Sampson, for La Union de los pasajeros de Metro/The Metro Riders Union made the following requests: 1. Agenda space at the regular Board Meetings similar to MUG and MASTF; 2. Space in the Headways publication and 3. Space for display inside the Buses at no charge to the Metro Riders' Union.
- Leslie White, Santa Cruz METRO General Manager, responded to Mr. Marcelin-Sampson's letter, in a letter (Attachment B) dated July 30, 2003, in which Mr. White responded to those administrative issues contained in the letter leaving the policy issues to be decided by the Board of Directors. The policy issues contained in this report are three of the four policy issues raised by Mr. Marcellin-Sampson in his letter.
- MUG and MASTF have been provided with specific identifiable space on each regular meeting agenda of the Board of Directors. Additionally, METRO describes each of these groups in the Headways publication. However, the Board of Directors has recognized both MUG and MASTF in the Santa Cruz METRO Bylaws as its official advisory groups.
- MASTF and MUG have also been allowed display space inside the buses from time to time without costs to encourage riders to contact them for participation.

### III. DISCUSSION

In a letter dated June 2, 2003, R. Paul Marcellin-Sampson advised that La Union de los pasajeros de Metro/The Metro Riders Union (hereinafter La Union) was recently founded as a forum for all Metro riders. This group is making various requests that have been referred to the Board of Directors for resolution.

1. **Item on the Agenda.** La Union is requesting permission to make regular reports to the Board of Directors at its regular meetings. Through this request it is asking for a specific agenda item at each regular meeting. It believes that it could contribute useful input to the Board of Director's decision-making process. It requests at least 7 minutes to make its reports. La Union points out that MASTF has a standing agenda item and therefore, is requesting similar treatment.

Both Metro Accessible Services Transit Forum (hereinafter MASTF) and Metro Users Group (hereinafter MUG) are listed during the Oral and Written Communication section on each Santa Cruz METRO regular meeting agenda of the Board of Directors. This is the case because both these groups are official advisory groups of the Board of Directors and have been recognized as such in the Santa Cruz METRO bylaws. It should be noted that reports are generally not provided pursuant to these agenda items but rather MASTF and MUG representatives advise the Board of Directors regarding any motions that have been made at their recent meetings. The item usually takes less than 3 minutes. Thereafter, if there is a need by the Board of Directors to discuss the matter or to take action the item is specifically identified on a subsequent agenda by its subject matter title and a METRO staff person presents a report to the Board of Directors.

The status of both advisory groups is currently under study by the Board of Directors and it is anticipated that an agenda item related directly to these advisory groups will be on the September 2003 regular meeting agenda.

The Ralph M. Brown Act , Government Code Section 54950 et. seq. (the Open Meeting Act) requires that agendas for public meetings contain a brief general description of the item. This Act also requires that every agenda for a regular meeting of the Board of Directors provide an opportunity for members of the public to directly address the Board on any item of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action meets the agenda requirements of the Act.

2. **Headways' Space.** La Union is also requesting space in the Headways publication. Specifically, La Union asks for a few lines of text in Headways, like MASTF. According to Leslie White, Santa Cruz METRO's general manager, the Board of Directors does not provide space in the Headways to any organization. The Headways is designed for communications from METRO to the riders and the public

regarding transportation services. As part of that communication, METRO has identified both MASTF and MUG in the Headways under “Metro Citizen Input”. Information is provided so that the riders and/or the public can contact either of these organizations to participate or provide input. Again, these groups have been recognized by Santa Cruz METRO as its official advisory groups in Santa Cruz METRO’s Bylaws.

3. **Display Space inside Buses.** La Union is also requesting that it be provided with display space inside the buses without costs. La Union advises that it wants to display a poster, which it will supply inside the buses, which describes itself as a “new, independent group for concerned bus riders.” In considering this request the Board of Directors must determine whether providing such display space without cost would be a gift of public funds and whether the request triggers the Bus Advertising Policy and Regulation, which was approved by the Board of Directors in September 2002.

Article XVI, section 6 of the California Constitution prohibits the legislature from authorizing a transit district from making a gift of public funds or providing anything of value to any individual or group. In determining whether an appropriation of public funds or property is to be considered a gift, the two primary questions are whether the funds are to be used for a “public” or a “private” purpose and whether these are to be used for a public purpose of the agency making the expenditure. If they are for a “public” purpose of the agency making the expenditure, they are not a gift within the meaning of the Constitution. The determination of a public purpose lies with the legislative body. (*County of Alameda v. Janssen*, 16 Cal. 2d. 276.)

The current Bus Advertising Policy and Regulation restricts advertisements both inside and outside the buses for the display of commercial advertising only.

Commercial advertising is limited to advertising the sole purpose for which is to sell or rent real estate or personal property for profit, or to sell services for profit. (The Policy is being considered later on this agenda.)

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

If display space as requested herein on the agenda, in Headways, and inside the buses the costs would be minimal (METRO staff time, expenses associated with typing and copying, and possible loss of revenue from other vendors)

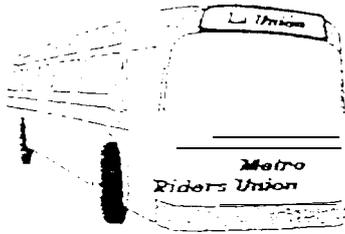
#### **V. ATTACHMENTS**

**Attachment A:** Letter dated June 2, 2003 from R. Paul Marcellin-Sampson regarding the La Union de los pasajeros de Metro/the Metro Riders Union Requests

**Attachment B:** Letter dated July 30, 2003 from Leslie White, General Manager to R. Paul Marcellin-Sampson re Requests

**Attachment C:** Headways re “Metro Citizen Input”

# Attachment **A**



La Unión de los pasajeros de Metro  
The Metro Riders Union

17 Chestnut Street, Apartment  
Santa Cruz, California 95060  
metroriders@hotmail.com  
831 426 6117

2003 June 02

Board of Directors  
c/o Ms Dale Carr  
Santa Cruz Metropolitan Transit District  
370 Encinal Street Suite 100  
Santa Cruz California 95060

[By facsimile to +1 831 426 6117]

Dear Directors:

La Unión de los pasajeros de Metro / The Metro Riders Union was recently founded as a forum for all Metro riders. Though we are glad that you sponsor an official rider group, we want to reach out to an even broader constituency. We note that the Metro Users Group:

- Conducts business in English
- Meets during the day, when most riders are at work or in class
- Draws few, if any, adult occasional riders [35% of ridership], UCSC affiliates [30% of ridership], Cabrillo affiliates [5% of ridership], parents of school-age children [30% of monthly pass sales] or Highway 17 Express riders [highest fare].

The Riders Union wants to cooperate with other Metro stakeholders: you, management, labor unions, etc. Nevertheless, there will be times when we are on opposite sides of the table. For example, no riders union can endorse a raise for bus drivers in a year when every cost-of-living measure — from mortgage interest to the local CPI — is flat or down, when fares are going up, and when service is being cut. Nor can we endorse a resource allocation process that permits crowded buses in some neighborhoods and empty ones in others.

Please consider the following requests for cooperation:

1. Would Metro be willing to display our bilingual poster (enclosed) inside all local and Highway 17 buses? Metro displays a poster for the Metro Accessible Services Transit Forum (MASTF), another independent rider group. We would be pleased to supply copies of our poster.
2. May we have a few lines of text in *Headways*, like MASTF?

Page 2 of 2 / SCMTD Board / 2903 June 02

3. When our group is up and running, may we make regular reports at your meetings? MASTF has a standing agenda item. We would need no more than 7 minutes a month. We believe that we could contribute useful inputs to your decision making process.
4. May our members have permission to hand out our monthly newsletter on bus platforms at the three transit centers, subject to reasonable rules? Metro would receive, free of charge, half of a black-and-white letter-size page in our newsletter.
5. May we access non-privileged Metro data? As a start, we would like, on a monthly basis:
  - (a) Original electronic copies of the following monthly reports, by electronic mail:
    - (i) "SCMTD Bus Pass Program Monthly Sales Revenue Report"
    - (ii) "Revenue and Ridership Summary by Route"
    - (iii) "University of California – Santa Cruz Service Update"
    - (iv) "Metro Paracruz Program Status Monthly Update"
    - (v) "Highway 17 Status Report"
  - (b) The monthly charge to Cabrillo College, by electronic mail
  - (c) The monthly dump of all farebox records (the "Excel spreadsheet"), on compact disc

We note that these items are produced in the ordinary course of business, that they originate in electronic form, and that (a)(i) – (iii), (b) and (c) have been provided to me (as an individual) in the past. We would be pleased to supply blank discs for (c).

Once again, Metro and the Riders Union will disagree on some issues. How you approach our no-cost request for cooperation on recruitment, member communications and fact-finding will send a strong message. We look forward to your written reply.

Yours truly,

*R Paul Marcelin-Sampson*

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

Enclosure

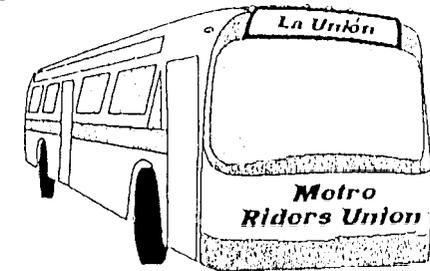
# La Unión de los pasajeros de Metro

**Un** grupo nuevo e  
independiente para  
pasajeros de autobús

# The Metro Riders Union

A new, independent  
group for concerned  
bus riders

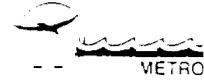
421-9031



[metroriders@hotmail.com](mailto:metroriders@hotmail.com)

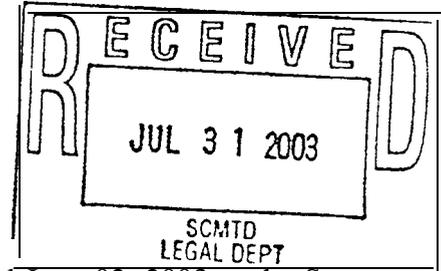
[To be scaled to fit the overhead sign tracks found inside Metro buses  
(where public hearings, etc. are announced).]

COPY

Santa Cruz Metropolitan  
Transit District

July 30, 2003

R. Paul Marcelin-Sampson  
 The Metro Riders Union/La Unión de los pasajeros de Metro  
 137 Chestnut St. Apt 112  
 Santa Cruz, California 95060

Dear Mr. Marcelin-Sampson: 

The purpose of this letter is to provide a response to your letter dated June 02, 2003 to the Santa Cruz METRO Board of Directors. In your letter you outlined a number of requests for actions and information that would assist the Riders Union. This letter will respond to those requests that are administrative and that I have the authority to implement:

Some of the items that your letter requested are currently prepared in electronic form and can be sent to you. These reports are available online at the time that the Board Packet is posted and can be accessed there. However, I will direct staff to email these reports directly to you at the time that the Board Packet is posted if that would be helpful. The reports that you requested that are currently available electronically are: METRO Monthly Pass Sales Report, Revenue/Rider-ship by Route, UCSC Service Update, ParaCruz Monthly Update, and the Highway 17 Status Report. When the new Cabrillo Contract is implemented, there will be a Cabrillo Report added to the Board information and I will add that to the list of items being sent to you electronically. I am informed that the monthly farebox dump is not prepared on a CD but rather in electronic report form. This information is electronically mailed to UCSC each month and can be sent to you at that time if that will be helpful.

Your letter of June 02, 2003 contained four additional requests. YOU requested that METRO permit the Bus Riders Union to place display posters inside of the METRO buses. You also requested that METRO provide a place on the Board Agenda similar to MASTF and MUG. You would like a space in the Headways publication and you would like a place to distribute information at the three transit centers that are owned by METRO. These four requests will require attention by the Board of Directors as I do not have the authority to act on them administratively.

The current METRO Advertising Policy only allows commercial advertising in space that has been purchased. The Policy does not allow non-profit or advocacy advertising and does not provide for the Board to donate space for this purpose.

The only groups with separate listings on the Board agenda are the Metro User's Group (MUG), and the Metro Accessible Services Transportation Forum (MASTF). There is also a listing for Labor Organizations that provides UTU Local 23 and SEIU Local 3 15 a shared time. The open oral communications section of the agenda is designed to encourage public comment from individuals and groups that are not specifically identified in the METRO Bylaws. At the present time the METRO Staff and the Board of Directors are evaluating the effectiveness of the two

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

Mr. Paul Marcelin-Sampson  
July 30, '003  
Page Two

existing Committees. Any changes in the committee structure would result in a change in the agenda listings. I am anticipating that the Board will consider this issue this Fall.

Currently, the Board does not provide space in *Headways* for any organizations to provide information. The *Headways* publication is designed for communications from METRO to the riders and the public regarding transportation services.

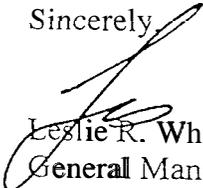
The issue of distributing materials is a difficult one. If you would want to use the public sidewalks at the entrances to the Santa Cruz, Watsonville, and Scotts Valley Transit Centers, METRO would not have any objections. However, I am not certain as to what the local city ordinances will allow. I believe what you are more interested in is a designated space authorized by METRO where you can distribute materials. Formally designating a public area raises a number of policy and legal issues that prevent me from approving your request.

The four requests from your June 02, 2003 letter that require consideration by the Board of Directors have legal implications to varying degrees depending on the issue. Therefore, I have sent a copy of your letter along with this response to METRO District Counsel Margaret Gallagher. I am sure that the Board will want legal advice before making final decisions on your requests.

I apologize for taking such a long time to respond to your letter. If the administrative actions outlined in this letter are acceptable and you want me to proceed to implement them, please advise me so that I can give the METRO staff the appropriate direction. It is my hope that the issues requiring action by the Board of Directors can be addressed in the August and September meetings.

I realize that some of the responses in this letter are not what you had hoped for but I am hopeful that the information that we are able to provide will be helpful to you and the Bus Riders Union. I look forward to working with you and the other members on issues that are critical to improving the transportation system in Santa Cruz County.

Sincerely,



Leslie R. White  
General Manager

Attachment: June 02, 2003 Letter

Cc: Board of Directors  
Margaret Gallagher  
Mark Dorfman

M E T R O ' S

# H E A D W A Y S

Effective June 5, 2003 - September 10, 2003

**Look for Service Changes  
Inside this Issue**

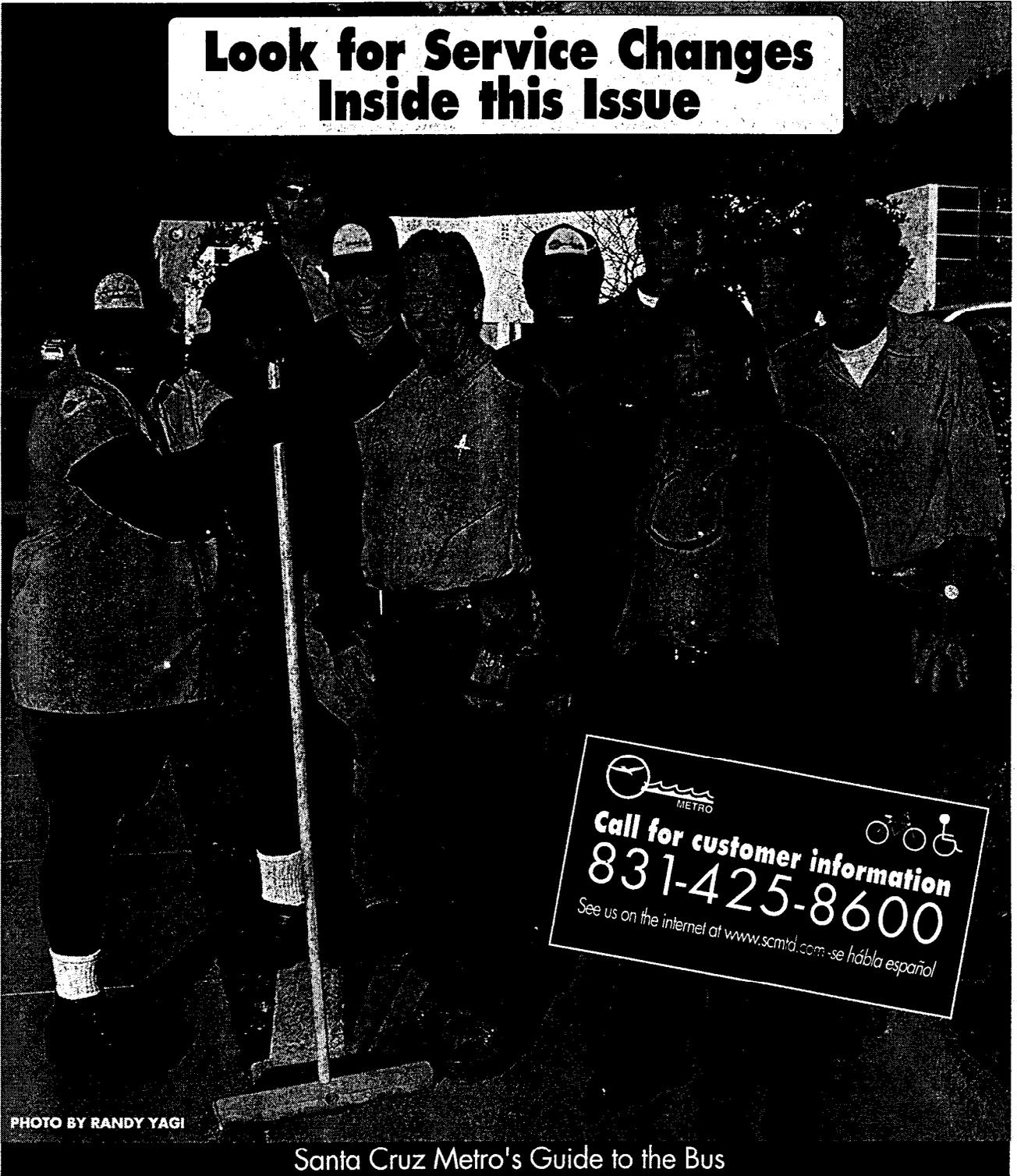


PHOTO BY RANDY YAGI

  
Call for customer information  
**831-425-8600**  
See us on the internet at [www.scmtd.com](http://www.scmtd.com) - se habla español 

Santa Cruz Metro's Guide to the Bus

## The Passenger Lift

METRO Passenger Lifts equipped buses have front stairs that fold out and down to create a small ramp and platform. Once loaded and secured, this platform is raised, bringing the passenger into the bus directly level with the center aisle.



On board, special seats fold back to allow room for the wheelchair to be secured. Wheelchair-securement devices found on METRO buses include:

- a seat belt and/or shoulder harness system
- a safety restraint

bar, and a set of restraint belts called "Y" straps. To ensure safety, the uses of the "Y" straps on the frame of the wheelchair is mandatory.

METRO also requests that you Jock your wheelchair, brakes before using the lift and also in the securement area.

## Metro's Kneeling Buses

METRO's buses are equipped with a "KNEELING" capacity. This means the front entry door can be lowered to reduce the distance you must step to enter the bus.

If you have difficulty climbing steps simply ask the bus operator to 'KNEEL' the bus for you before you enter or exit.

## Guaranteed Backup Service

In the event of a Passenger Lift failure the bus operator will notify "Dispatch" for "Back-Up" guaranteed service. You are entitled to the "Back-Up" service if another bus heading to your destination will not arrive within 30 minutes. If METRO's accessible back up van cannot be provided, the Handy-Cab service will be utilized.

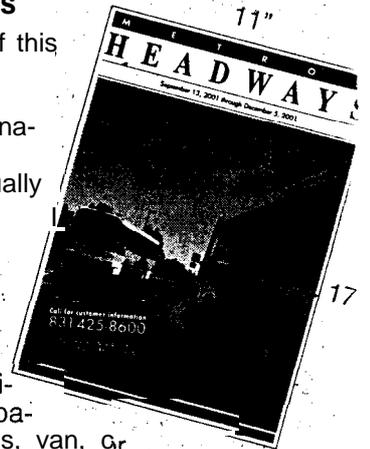


## Attendants

One attendant can ride with a fare paying passenger for free if you have a medical certification, and you have registered for the program in advance. Call METRO at 4258600 for details:

## Large Print Schedules

Large print copies of this HEADWAYS can be requested from the Accessibility Coordinator (423-3888) for people who are visually impaired.



## Service Dog Accessibility

People with disabilities may be accompanied on a transit bus, van, or Handicab by a service dog that is especially trained for this purpose.

## Mobility Training

Metro provides free instruction to seniors and people with disabilities at all ages who want to ride the bus. People can learn how to ride the bus safely, obtain a METRO discount Photo ID Card, purchase discount tickets; handle unexpected situations, and read the HEADWAYS bus schedule. Complimentary Stokes Straps (for protecting your wheelchair from tie-down scratches) are also available. Contact John Daugherty, Accessible Services Coordinator at 423-3868 for complete information.

## Metro Citizen Input

MASTF - The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that advises the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services. MASTF also reviews Metro programs for compliance with accessibility laws and regulations. Meetings are always open to the public, and are held monthly at the NIAC Building, 333 Front Street in Santa Cruz. Call 423-3868 or TDD 425-8993 for meeting times and dates.

MUG - The Metro User's Group (MUG) is an official advisory committee of the Santa Cruz Metropolitan Transit District Board of Directors. Citizen input in reviewing, advising and recommending changes in transit routes, schedules, bus stops and other transit related service is welcomed by the SCMTD Board of Directors. All bus riders are welcomed to attend monthly meeting at the Metro Users Group (MUG) which meets monthly at the Metro Center, 920 Pacific Ave. in Santa Cruz. Call 423-3868 or TDD 425-8993 for meeting times and dates.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 8, 2003

**TO:** Board of Directors

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

**SUBJECT: CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE METROBASE PROJECT**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve a contract with RNL Interplan, Inc., d.b.a. RNL Design, Los Angeles, California in the amount of \$2,530,761 to design and engineer the MetroBase project.**

## II. SUMMARY OF ISSUES

- At the July 11, 2003 Board Meeting, staff was authorized to begin negotiations with RNL Interplan, Inc., d.b.a. RNL Design of Los Angeles, California for architectural/engineering services for the MetroBase Project.
- Staff has met with RNL and negotiated a fee of \$2,256,260 for the architectural/engineering services with reimbursable expenses estimated at \$274,501.
- Revenues projected to be available to the project are \$21,806,000.
- The initial estimate from RNL for construction is a range from \$18–22 Million.
- At the July 25, 2003 Board Meeting this item was held over to this meeting.
- RNL has also included a Project Insurance Policy quotation at a cost of \$88,000 as was required in the RFP.

## III. DISCUSSION

On April 15, 2003, District Request for Proposal (RFP) No. 02-17 was mailed to ninety-nine architectural and engineering firms and was legally advertised in local newspapers. Information regarding the RFP was also published in a statewide trade publication. On May 13, 2003, a pre-proposal meeting was conducted at the Encinal Conference room with 28 people in attendance representing 26 different firms.

On June 6, 2003, the District received proposals from six architectural and engineering firms (Attachment A). Copies of all proposals received were submitted to the evaluation committee for review on June 9, 2003. Proposals were reviewed according to the evaluation criteria as provided

in the specification section of the RFP. The evaluation committee short-listed only two firms for interview: RNL Design of Los Angeles and Stevens and Associates of San Francisco.

On June 27, 2003, interviews were conducted with these two firms. The Evaluation Committee unanimously approved the rankings shown in Attachment B. At the July 11, 2003 Board Meeting, the Board authorized staff to enter into negotiations with RNL for architectural/engineering services for the MetroBase Project. Based upon the current project scope, RNL estimates a project cost that ranges from \$18-22 million dollars.

As a result of these negotiations, the fixed fee for the work as described in the proposed contract (Attachment C) is \$2,256,260. Included in this fee is an allowance for \$30,000 for the development of a Facility Maintenance Manual, an allowance for two site surveys at \$50,000, and an allowance for \$30,000 for any environmental/planning work that may be required by Denise Duffy and Associates. RNL has also agreed to substitute Raymundo Engineering Company as their consultant for the alternate fuel system. They are familiar with the existing contract and local conditions, and they will also increase the Disadvantaged Business Enterprise (DBE) participation in the project. In addition, there are reimbursable expenses that will not exceed \$184,501, and an allowance for a local office expense of \$90,000 during the term of the project.

In addition, RNL has provided an optional cost of \$88,000 for a Project Insurance Policy should the District wish to exercise this option. A Project Insurance Policy begins with design or construction and will extend up to three years after construction has ended. Coverage is guaranteed and the policy cannot be cancelled unless it has not been paid for, or there is a breach in policy conditions or misrepresentation on the application for coverage. The policy is for \$1,000,000 per claim and \$1,000,000 in the aggregate with a \$50,000 deductible. Since the rate is tied to a rate per thousand dollars of construction cost, the premium can be adjusted up or down based on the construction cost of the project.

The contract is included in this packet for the approval of the Board of Directors. In addition, a cover sheet to Exhibit C of the Contract was added which specifically clarifies that all Key Personnel assigned to the project shall remain with the project unless approved in writing by the District. Also, the schedule provided shall not be altered or modified without the written approval of the District, nor will the Contractor's Fees or Costs be modified without the written approval of the District.

Attachment D to this staff report shows the current funds that are available for the MetroBase Project. The project will be undertaken in such a way as to complete the on-site fueling and maintenance facilities first in order to comply with CARB regulations.

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

Funds are available in the MetroBase Capital Budget (Attachment D) for this contract.

**V. ATTACHMENTS**

**Attachment A:** Firms that Responded to RFP

**Attachment B:** Rankings

**Attachment C:** Contract

**Attachment D:** MetroBase Budget

**Note: Only the Board of Directors have received the RFP along with its exhibits and addendums. The complete RFP is available for viewing at the District Administration Office or on line at [www.scmttd.com](http://www.scmttd.com) (through the “Board” link).**

# ATTACHMENT A

## Request for Proposal (RFP) No. 02-17 Architectural/Engineering Services For MetroBase Respondents

1. RNL Interplan, Inc. of Los Angeles, CA
2. Stevens and Associates of San Francisco, CA
3. ATI Architects and Engineers of Watsonville, CA
4. Waterleaf Architecture and Interiors of Portland, OR
5. Parsons Brinckerhoff of San Francisco, CA
6. DKS Associates of Oakland, CA

## ATTACHMENT B

Request for Proposal (RFP) No. 02-17  
Architectural/Engineering Services  
For MetroBase  
Rankings

1. RNL Design  
800 Wilshire Blvd.  
Suite 400  
Los Angeles, CA 90017
2. Stevens & Associaes  
855 Sansome Street  
2<sup>nd</sup> Floor  
San Francisco, CA 94111

**PROFESSIONAL SERVICES CONTRACT FOR  
ARCHITECTURAL AND ENGINEERING SERVICES  
FOR METROBASE (02-17)**

THIS CONTRACT is made effective on August 8, 2003 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and RNL INTERPLAN, INC., d.b.a. RNL DESIGN ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Architectural and Engineering Services for MetroBase

District has the need for Architectural and Engineering Services for MetroBase. In order to obtain these services, the District issued a Request for Proposals, dated April 15, 2003, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Architectural and Engineering Services for MetroBase and whose principal place of business is 800 Wilshire Blvd., Suite 400, Los Angeles, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Architectural and Engineering Services for MetroBase, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On August 8, 2003, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Architectural and Engineering Services for MetroBase described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated April 15, 2003 including Addendum No. 1 dated May 20, 2003 and including Addendum No. 2 dated May 21, 2003.

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

Contractor's Proposal to the District for Architectural and Engineering Services for MetroBase signed by Contractor and dated June 6, 2003.

C. Exhibit "C"

Contractor's Scope of Work for the MetroBase Project; Billing Rates for Key Personnel; Updated Project Schedule and personnel and organizations assigned to the MetroBase Project.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued April 15, 2003.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued April 15, 2003.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period of five (5) years and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

Contractor agrees that all work required to be performed pursuant to the scope of services herein will be performed in an amount not to exceed \$2,530,761 pursuant to the hourly rates. District shall compensate Contractor in an amount not to exceed \$2,530,761. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

RNL INTERPLAN, Inc., d.b.a. RNL Design  
800 Wilshire Blvd.  
Suite 400  
Los Angeles CA 90017  
Attention: Patrick M. McKelvey, Principal

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR  
RNL INTERPLAN, INC., d.b.a. RNL DESIGN

By \_\_\_\_\_  
Patrick M. McKelvey  
Principal

Approved as to Form:

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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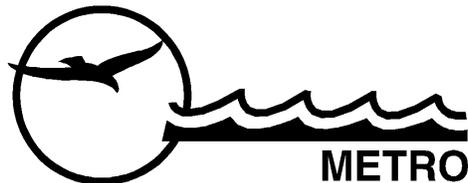
02-17

## Request for Proposals To Provide Architectural & Engineering Services for MetroBase

Date Issued: April 15, 2003

Proposal Deadline: 5:00 P.M., June 6, 2003

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### Contents of this RFP

- I. Instructions to Offerors
  - II. General Information Form
  - III. Specifications
  - IV. General Conditions
  - V. Contract/Agreement
  - VI. FTA Requirements for Non-Construction Contracts
  - VII. Protest Procedures
- Figure 1 – Existing Site Plan  
Figure 2 – Conceptual Site Plan

## **PART I**

### **INSTRUCTIONS TO OFFERORS**

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 8 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

**PART II**

**GENERAL INFORMATION FORM**

(To be completed by the offeror and placed at the front of your proposal)

**ARCHITECT AND ENGINEERING SERVICES**

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm's Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Type of Organization (Partnership, Corporation, etc.)

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Name of Principal-in-Charge and Title

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Name of Project Manager and Title

\_\_\_\_\_  
Name, Title and Phone Number of Person To Whom Correspondence Should be Directed

\_\_\_\_\_  
Addresses Where Correspondence Should Be Sent

\_\_\_\_\_  
Areas of Responsibility of Prime Contractor

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals.

Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

OR

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

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 PROPOSAL AMOUNT \$ \_\_\_\_\_  
 PROPOSAL OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATON \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

TOTAL CLAIMED DBE  
PARTICIPATION      \$ \_\_\_\_\_      \_\_\_\_\_ %

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AREA CODE/TELEPHONE

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

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

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

# CONTRACTOR DBE INFORMATION

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

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## PART III

### SPECIFICATIONS FOR ARCHITECTURAL & ENGINEERING SERVICES

#### I. PROJECT OVERVIEW

##### A. Background

The Santa Cruz Metropolitan Transit District is issuing this Request for Proposal (RFP) to select a firm to perform architectural and engineering (A&E) services in connection with the design and construction of a new bus operations and maintenance facility in the city of Santa Cruz, California. The services will include reviewing and analyzing the existing programming and preliminary design documents for applicability to the current project. The services will also entail developing final construction documents and bidding documents as well as assistance in evaluating bids, construction oversight, testing, administration, and record drawings.

The Santa Cruz Metropolitan Transit District ("District") is the sole public transit operator in Santa Cruz County. It has a fleet of 103 buses and operates 40 routes. Services are also operated for the District under contracts with private transportation companies. Its service area is the entire county, an area of 441 square miles, with a population of 236,909 (according to 1993 estimates by the State Department of Finance.) The District was formed in 1968 and is a political subdivision of the State of California.

Due to the District's continued success, it has determined that it is necessary and appropriate to construct a new Operations and Maintenance Facility (MetroBase). The District currently operates out of seven (7) different facilities. The District has recently approved an Environmental Impact Report (EIR) and will be purchasing land adjoining its existing facilities (see Figure 1) in Santa Cruz as sites for the MetroBase Facilities, which will house Maintenance and Operations for the District's operation. These facilities will be designed for a capacity of approximately 98 buses, and are intended to provide the District with cost savings and managerial efficiencies.

The following studies or reports have been prepared in conjunction with this project:

1. Facilities Consolidation Study dated June 1995
2. Economic Study for MetroBase Alternatives  
This report can be accessed on the internet at the following address:  
<http://www.scmttd.com/reports/fir.pdf>
3. Waterleaf Programming Document
4. Environmental Impact Report on MetroBase – 2003  
This report can be accessed on the internet at the following address:  
<http://www.scmttd.com/metrobase/eiramend.pdf>
5. Phase 2 Financial Feasibility Report dated 2003

**A pre-proposal meeting is scheduled for Tuesday, May 13, 2003, 1:00 p.m. at the District's Administrative Office located at 370 Encinal Street, Suite 100, Santa Cruz, CA. All interested firms are encouraged to attend.**

##### B. Definitions

As used in this Request for Proposal:

- A. Contract. The term "Contract" means the agreement to be entered into by the Santa Cruz Metropolitan Transit District and the successful proposer for the scope of services described in this RFP.

- B. Contracting Officer. The District’s Contracting Officer for supervision, direction, control, and approval of the work of the Contractor shall be its General Manager or his designee(s). The Contracting Officer or his designated representative(s) shall be responsible for such coordination as is required of the work performed by the Contractor. Whenever the term “Contracting Officer” is used herein, it shall also mean the designate(s) thereof; provided, however, that such authority shall have been designated by the Contracting Officer in writing, and a copy thereof forwarded to the Contractor.
- C. Contractor (includes A/E Consultant, A/E Firm, Consultant). The term “Contractor” means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the scope of services specified in this RFP.
- D. MetroBase. Refers to the MetroBase Project for the Santa Cruz Metropolitan Transit District. This project involves the construction of facilities to house the Maintenance and Operations functions.
- E. Days. The term “days” means business days recognized by the District.
- F. Facility. The term “Facility” means the MetroBase.
- G. Federal Transit Administration (FTA). The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- H. SCMTD (includes District, METRO). The term “SCMTD” means the Santa Cruz Metropolitan Transit District.
- I. Interested Party. The term “interested party” means any person (1) who is an actual or prospective proposer in the procurement involved; and (2) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract.
- J. Prospective Proposer. The term “prospective proposer” shall refer to any person who takes one or more of the following actions: (1) receives the RFP by direct mail; (2) attends the preproposal meeting and registers as an attendee; or (3) registers with SCMTD as a prospective proposer.
- K. RFP. The term “RFP” means this Request for Proposals.
- L. Solicitation. The term “solicitation” means an Invitation to Bid, Request for Proposals or other form of document used to procure services.

**C. Schedule of Events**

Event	Date
Request for Proposals (RFP)	April 15, 2003
Pre-Proposal Conference, 370 Encinal St. #100, Santa Cruz, CA	May 13, 2003, 1 pm
Deadline for receipt of written questions and requests for addenda	May 20, 2003
SCMTD responses and/or addenda issued	May 27, 2003
Proposals due	June 6, 2003, 5 pm

SCMTD Reviews Proposals	June 9 <sup>th</sup> – June 13 <sup>th</sup>
Notify short listed firms	June 13, 2003
Interview short listed firms	June 16 <sup>th</sup> – June 18 <sup>th</sup>
Select highest rated proposer and negotiate contract	June 19 <sup>th</sup> – June 25 <sup>th</sup>
Board Approval of Contract and notice to proceed	June 27, 2003

**D. Project Organization**

The Contractor shall secure all personnel necessary to perform the services required under this contract. All services under this contract shall be performed under the Contractor's supervision by fully qualified and authorized personnel.

The District's General Manager or his designee will be responsible for project direction, review and approval of all work, as well as for the overall administration of the contract for compliance with and interpretation of scope, schedule and budget.

**E. Project Duration**

The District estimates that the consultant will provide these services projected to begin in July 2003 through the opening of the MetroBase and construction notice of completion.

**II. SCOPE OF SERVICES**

**A. General**

The Santa Cruz Metropolitan Transit District is requesting proposals for architectural and engineering services for the design and construction of a new MetroBase. This engagement involves a project where METRO currently operates and maintains buses, thereby requiring a phased-in construction program. Of primary interest to Santa Cruz METRO will be the ability of the A/E firm to work on projects of this type and be able to phase construction activities while still maintaining a working transit agency.

The architectural and engineering services will include all customary services to plan, design and engineer the construction of an operations and maintenance facility. The services shall include programming, preliminary design, final construction documents, provide full construction documents using District's standard contract and related boilerplate, construction inspection, material testing, and administration and record drawings. All design disciplines shall be included in this proposal consisting of, but not necessarily limited to, architectural, structural, mechanical, acoustical, heating, ventilation, and air conditioning (HVAC), electrical, civil, maintenance equipment, telecommunications, process piping and fuel systems consultant, landscape architectural, site surveying, materials testing, cost estimating, construction inspection, and geotechnical engineering services. The A/E Consultant shall prepare construction documents to include site and off-site improvements including utilities, utility coordination, street improvements, public walkways, parking lots, driveways, curb cuts and exterior lighting.

The design and engineering of the facility and site shall meet all relevant laws, regulations and requirements of the applicable jurisdictions (including local, state and federal), codes and regulations including local planning and building departments, State of California Building Code Title 24, Americans with Disabilities Act and others. The A/E Consultant will be responsible for working with local jurisdictions to obtain all permits and approvals necessary to secure the building permit(s) for the

construction of the facility and site improvements.

The A/E Consultant should be aware that SCMTD will solicit the services of a construction manager to oversee the interests of SCMTD during the design and construction of the project. While the project permits will be issued by the owner, SCMTD will utilize the inspection services of the City of Santa Cruz for the purposes of determining code compatibility. The A/E Consultant shall work closely and in cooperation with the construction contractor, the construction manager, City of Santa Cruz staff, and SCMTD staff, and shall conduct weekly coordination/progress meetings with its subcontractors and SCMTD staff and the design and construction contractor during construction. In addition to participating in any Community and Advisory Committee Meetings required by the District, the A/E firm will be required to participate in an extensive employee involvement program to solicit input.

In addition to approvals by local jurisdictions, the A/E Consultant shall make presentations to and secure approvals from SCMTD staff and the Board of Directors at appropriate times during the course of the project. The A/E Consultant shall assume presentations to the Board of Directors/Committees every other month during the course of the project design.

The A/E Consultant shall be readily accessible at all times for review and coordination with SCMTD staff. The Consultant shall maintain a local office throughout the course of this project for the purpose of maintaining coordination with the District and construction contractors.

**B. Design Process**

1. The conceptual site plan shown in the Environmental Study (Figure 2) was designed using the physical location of the sites, and should be refined and redesigned through the current design process to fit the actual physical location and needs of the Santa Cruz Metropolitan Transit District.
2. The design process shall include the following:
  - a. Meet with SCMTD staff, District Advisory Committees, public groups and employee committees to discuss all aspects of the project including project schedule, design alternatives, preliminary budget and cost estimates and construction alternates.
  - b. Provide cost estimates at each phase of the design process.
  - c. Prepare the site survey, geotechnical soils report, hydrological studies, and other reports and surveys necessary for the project design and as might be required by local jurisdictions.
  - d. Conduct peer review session(s) with SCMTD and other transit agencies, as arranged by SCMTD, to review the project design, scope and cost estimate. Address any issues that may arise from this session.
  - e. Prepare design within a fixed agreed upon construction contract award price. If that price should be exceeded consultant will redesign and assist the District in rebidding to reduce the project cost to within budget at no additional cost to the District.

**C. Services Provided By SCMTD**

SCMTD shall provide all relevant data in its possession that pertains to this project in support of the A/E' s professional services. SCMTD assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The A/E Consultant s hall be responsible for evaluation of all information supplied by SCMTD.

**D. District Project Manager**

SCMTD's General Manager or his designee will direct and coordinate this Project. The Project Manager shall receive, coordinate and transmit reports and documents of the A/E Consultant and act as liaison.

### III. PROJECT ORGANIZATION

#### A. Contractor's Responsibilities

The Contractor's project manager shall supervise all activities for the project with ultimate responsibility for written reports and overall project completion.

### IV. SPECIAL INSTRUCTIONS TO OFFERORS

#### A. Minimum Proposal Requirements - The proposal must include the following items in the order listed below. (Please complete and include the General Information Form enclosed in this packet with your proposal.) Your firm may include any additional information considered helpful in the evaluation of the proposal.

To facilitate comparisons during proposal review, the following information shall be listed in the order shown and shall appear at the front of all proposals. Include tabs or other markers in your proposal to subdivide materials in accordance with this numbering.

Note: Submit your response to Item 10 below (Cost Proposal) in a separate, sealed envelope.

1. Completed copy of General Information Form (See Part II).
2. Completed copy of Federal Standard Form 254 (See Part II).
3. Completed copy of DBE Information Form (See Part II). Reference Part VI of this RFP for other DBE information. District has a 13% DBE participation goal established for this project.
4. General Qualifications

This section should provide a brief summary of the Consultant's and Sub consultant's overall organization, areas of practice, and stability including:

- a. Type of service(s) your firm, as prime Consultant is particularly qualified to perform. Generally describe the scope of service provided by your firm without the use of outside consultants.
- b. Type of services your proposed Sub consultants are particularly qualified to perform.
- c. The prime Consultant's current permanent staff size and how the size has varied in the last five years.

#### 5. Project Qualifications

This section should provide a brief description of the Consultant's and Sub consultant's qualifications for the project and previous experience on similar or related engagements. Description of pertinent experiences should include:

- a. A summary of work performed in the last five years for which the proposer, or a principal member of the proposer, provided architectural planning and programming services. Indicate whether the project was ultimately designed or constructed.

- b. The project cost and the percentage of work for which your firm was responsible.
- c. The period over which the work was completed.
- d. Your firm's adherence to the schedule, budget and cost estimate for each project.
- e. The name, title and phone number of the clients to be contacted for references.
- f. A description of projects where energy efficiency or the use of alternative energy savings other than electricity and/or natural gas were featured and successfully implemented.
- g. A description of projects where phased construction was required due to time and/or property limitations.
- h. A description of the firm's capability to adapt and reuse existing facilities.
- i. A description of projects where construction activities and owner operations occurred simultaneously on a common site.
- j. A record of all professional liability (errors and omissions) or other claims beginning in 1997 to present including specific data as to responsibility, relationship to claimant, and ultimate disposition of the claim along with specific references with telephone numbers of persons/organizations having direct knowledge of the claims.

Indicate your specific relationship to the projects, if other than the principal firm, listing your firm's specific responsibilities.

#### 6. Project Understanding

This section should demonstrate the Consultant's understanding of the proposed project defining the concepts, approach and methodology to be used.

Consultant may include preliminary sketches, layouts, and designs demonstrating Consultant's understanding of the project or Consultant's unique design concepts/approach in response to requirements of this RFP.

#### 7. Technical Approach

This section should describe the Consultant's technical work plan for the project. This description should include:

- a. A brief narrative of the technical approach to be followed, and the quality assurance program to be used.
- b. A brief work program or flow diagram outlining the proposed work steps for the basic services and work elements discussed in the SCOPE OF WORK section.

#### 8. Project Staffing

This section should discuss how the Consultant would propose to staff this project.

- a. Name(s), title(s), and qualifications of individuals for both the prime Consultant and Sub consultants to be assigned to the project.

Include individual resume(s) and qualification statements for each person named (in Appendix).

Include interactive relationships for all individuals to be assigned to the project including:

- 1) An organizational chart depicting reporting relationships.
- 2) A description of the specific responsibilities to be assigned to each individual.
- 3) A matrix showing estimated percentage of total work hours to be assigned to each individual for the disciplines.

9. Time of Commencement and Completion of Project

Provide a tentative time schedule for the project. State a guaranteed date of commencement and confirm the date of completion of the project. Also provide a guarantee of staff and firm resources to be committed to the project until completion. Note any limitations to commencement or completion dates.

10. Cost for Services

The Consultant shall submit a proposal for the full scope of services for this project.

Cost proposal submitted shall include all Consultant's and Sub consultant's costs for the services proposed in response to the RFP including:

- a. Base cost for all Consultant and Sub consultant services,
- b. Overhead or mark-up, if not included in base cost,
- c. Percentage mark-up, if any, for direct costs such as travel, insurance, typing, telephone cost and all other services and expenses necessary to fully perform the scope of work proposed,
- d. Fee or profit, if not included in above items,
- e. Any adjustment to the cost proposal, if any, after a specified date before completion. Adjustments made to the rates in the cost proposal after the specified date shall be provided as a "not to exceed" percentage.

Please note that the total cost proposal submitted under this item will be used as a basis for a negotiated lump sum contract for an agreed upon scope of work.

**NOTE: SUBMIT COST PROPOSAL (ITEM 10) IN A SEPARATE, SEALED ENVELOPE MARKED WITH THE NAME OF YOUR FIRM, THE TITLE OF THE RFP, THE DATE, AND THE WORDS "COST PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES, RFP No. 02-17."**

11. Other Information (optional)

In this optional Section Consultant may provide other information that might aid the Selection Committee in evaluating Consultant's proposal and ascertaining Consultant's qualifications.

**B. Proposal Submittal**

Proposals and eight copies must be received no later than 4:00 p.m. on June 6, 2003 at the Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060. Proposals must be clearly marked:

"Proposal to Provide Architectural & Engineering Services for MetroBase (Proposal Due Date:

June 6, 2003)"

**C. Modification or Withdrawal of Proposals**

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the offeror. To be considered, however, the modified proposal must be received by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to offerors by the Purchasing Department are authorized and binding.

**D. Rejection of Proposals**

Failure to meet the requirements for the Request for Proposals will be cause of rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

**V. EVALUATION CRITERIA AND SELECTION OF SUCCESSFUL OFFEROR**

**A. Proposal Evaluation Criteria:**

It will be recommended that a contract be negotiated with the proposer judged to be most outstanding in meeting the overall objectives of the RFP while providing the best value to SCMTD. Pricing will not be considered during the evaluation of proposals as per the Brooks Act as defined in 40 U.S.C. §541.

Evaluation of the proposals will consist of the factors specified below:

1. "Pass/Fail" Evaluation

Initially, a "pass/fail" evaluation will be made of the proposal to determine compliance with the provisions of the RFP. Failure in any one of the "pass/fail" criteria shall be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be solely at the discretion of SCMTD if it is determined to be in SCMTD's best interests. These criteria shall include the following:

- (a) Delivery of one unbound original and eight bound copies of the proposal, totaling 50 pages or less on or before the appointed hour. The 50 page limitation refers to 50 single sided pages, 25 double sided pages or any combination thereof.
- (b) Inclusion of a statement of proprietorship and financial stability.
- (c) Inclusion of a statement concerning the acceptance of terms and conditions of the RFP and all required certifications completed and signed.
- (d) Documented capability and history as a full-service A/E firm. (This is only a requirement that the documentation be submitted and not an evaluation of the documentation.)

2. Cumulative Score Rating Evaluation

Those proposals that pass the requirements of section VI.A. 1. above will then be rated according to the following criteria on the basis of an assigned-point system.

(a) General Quality and Responsiveness of Proposal  
Total Possible: **15 points**

Completeness and thoroughness of the proposal will be evaluated on the following factors:

- (1) Recognition of overall concept and objectives.
- (2) Responsiveness to requirements, terms, and conditions.

(b) Statement of Qualifications. Experience and Organizational Relationships.  
Total Points Possible: **35 points**

- (1) Experience in the planning, programming, design and construction of public buildings similar in size and scope of the proposed project, including energy efficient designs and/or alternative energy designs.
- (2) History of professional liability claims.
- (3) Clarity and logic of the proposed organizational framework.
  - (i) Experience of the proposed project team members including, education, experience and past experience working as a team.
  - (ii) Experience and qualifications of the project director which will ensure project coordination through completion of the Scope of Work objectives.
- (4) Proposer's commitment to provide the proposed scope of A/E and sub consultant services from a local office.
- (5) Impact of the proposer's current workload on the capability/commitment of the A/E to accomplish the required service.

(c) Work Plan and Technical Approach  
Total Point Possible: **50 points**

- (1) Design production plan/project schedule shows specific tasks, milestones, and deliverables by the A/E and sub consultants and including submission of completed Production Design Documents and Construction Documents.
- (2) Quality, detail, logic and proposed levels of effort indicated in the staffing histogram.
- (3) Sufficiency of management mechanism/techniques to facilitate the delivery of planning, programming, design and construction administrative services.
- (4) Technical capability, approach participating in Value Engineering and life cycle cost analysis.
- (5) Clear understanding and methodology for applying Quality Assurance/Quality Control (QA/QC) procedures and techniques throughout the design process, including interdisciplinary coordination and sufficiency of level of effort allocated to QA/QC activities.

- (6) Clear understanding of the limitations facing this project as they relate to property, phasing, and scheduling.
- (7) Sufficiency of computer aided design (CAD) capabilities and systems; and a mechanism for optimizing the use of CAD throughout the design and construction process.

**B. Selection**

1. SCMTD reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals.
2. Proposals will be evaluated to develop a short list of qualified proposers.
3. SCMTD will invite the short-listed proposers to make an oral presentation to the Evaluation Committee.
4. The highest-rated proposer, after oral presentations, will be invited to negotiate the final scope of work, schedule and fees with SCMTD.
5. If negotiations with the highest rated proposal are not successful, SCMTD reserves the right to negotiate with the next best-qualified proposer.
6. The recommendation for contract award will be made by the Evaluation Committee on the basis of qualifications, demonstrated competence, and technical response to the RFP.
7. Final contract award will be made by the SCMTD Board of Directors and will be binding only after the execution award the of contract

## **PART IV**

### **GENERAL CONDITIONS TO THE CONTRACT**

#### **I. GENERAL PROVISIONS**

##### **1.01 Governing Law & Compliance with All Laws**

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

##### **1.02 Right to Modify Contract**

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

#### **2. TERMINATION**

##### **2.01 Termination for Convenience**

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

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

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

## 2.02 Termination for Default

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

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

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

### 3.03 Losses

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

#### 4. PROFESSIONAL STANDARDS

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

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

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

##### 5.02 Benefits

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

#### 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

##### 6.01 Scope

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

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

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

#### 7. INSURANCE

##### 7.01 General

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

## 7.02 Types of Insurance and Minimum Limits

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

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
  - (a) Full Personal Injury coverage.
  - (a) Broad form Property Damage coverage.
  - (a) A cross-liability clause in favor of the District.
- (4) Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000 per occurrence and a \$4,000,000 umbrella policy for a total of \$5,000,000. In addition, District is considering Project Specific Insurance for the work and will consider this as part of the negotiations for the contract.

## 7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

#### 13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

#### 13.05 Publicity

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

#### 13.06 Consent to Breach Not Waiver

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

#### 13.07 Attorneys' Fees

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

#### 13.08 No Conflict of Interest

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

#### 13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

#### 13.10 Cal OSHA/Hazardous Substances

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

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

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

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

#### 13.11 Non-Assignment of Contract

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

#### 13.12 No Subcontract

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

#### 13.13 Severability

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

#### 13.14 All Amendments in Writing

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

#### 13.15 Audit

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

#### 13.16 Smoking Prohibited

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

#### 13.17 Responsibility for Equipment

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

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

#### 13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

## **PART V**

### **PROFESSIONAL SERVICES CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE (02-17)**

THIS CONTRACT is made effective on \_\_\_\_\_, 2003 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and \_\_\_\_\_ ("Contractor").

#### **1. RECITALS**

##### **1.01 District's Primary Objective**

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

##### **1.02 District's Need for Architectural and Engineering Services for MetroBase**

District has the need for Architectural and Engineering Services for MetroBase. In order to obtain these services, the District issued a Request for Proposals, dated April 15, 2003, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

##### **1.03 Contractor's Proposal**

Contractor is a firm/individual qualified to provide Architectural and Engineering Services for MetroBase and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Architectural and Engineering Services for MetroBase, which is attached hereto and incorporated herein by reference as Exhibit "B."

##### **1.04 Selection of Contractor and Intent of Contract**

On \_\_\_\_\_, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Architectural and Engineering Services for MetroBase described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

#### **2. INCORPORATED DOCUMENTS AND APPLICABLE LAW**

##### **2.01 Documents Incorporated in this Contract**

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

##### **A. Exhibit "A"**

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated April 15, 2003

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

Contractor's Proposal to the District for Architectural and Engineering Services for MetroBase, signed by Contractor and dated June 6, 2003.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued April 15, 2003.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued April 15, 2003.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period of five (5) years and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the

District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR

By \_\_\_\_\_

Approved as to Form:

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

## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

#### **1.0 GENERAL**

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

#### **2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS**

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

#### **3.0 INELIGIBLE CONTRACTORS**

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

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

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

#### **5.0 TITLE VI CIVIL RIGHTS ACT OF 1964**

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

##### **5.1 Compliance with Regulations**

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

##### **5.2 Nondiscrimination**

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

### 5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

### 5.4 Information and Reports

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

### 5.5 Sanctions for Noncompliance

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

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

### 5.6 Incorporation of Provisions

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

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

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

### 7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security

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

#### 9.5 Subcontracts

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

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

The Contractor agrees:

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

#### 11.0 BUY AMERICA PROVISION

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

A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal which does not include the certificate shall be considered non-responsive.

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

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

In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

#### 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

## 12.1 Policy

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

## 12.2 DBE Obligation

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

## 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

## 16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

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

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

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

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

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

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

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

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

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

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

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

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

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

### 20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

## PART VII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

#### PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1D Third Party Contracting Guidelines dated April 15, 1996 and the Santa Cruz Metropolitan Transit District's (SCMTD) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials." (FTA Circular 4220.1D, Section 7, paragraph 1., Written Protest Procedures)

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

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

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

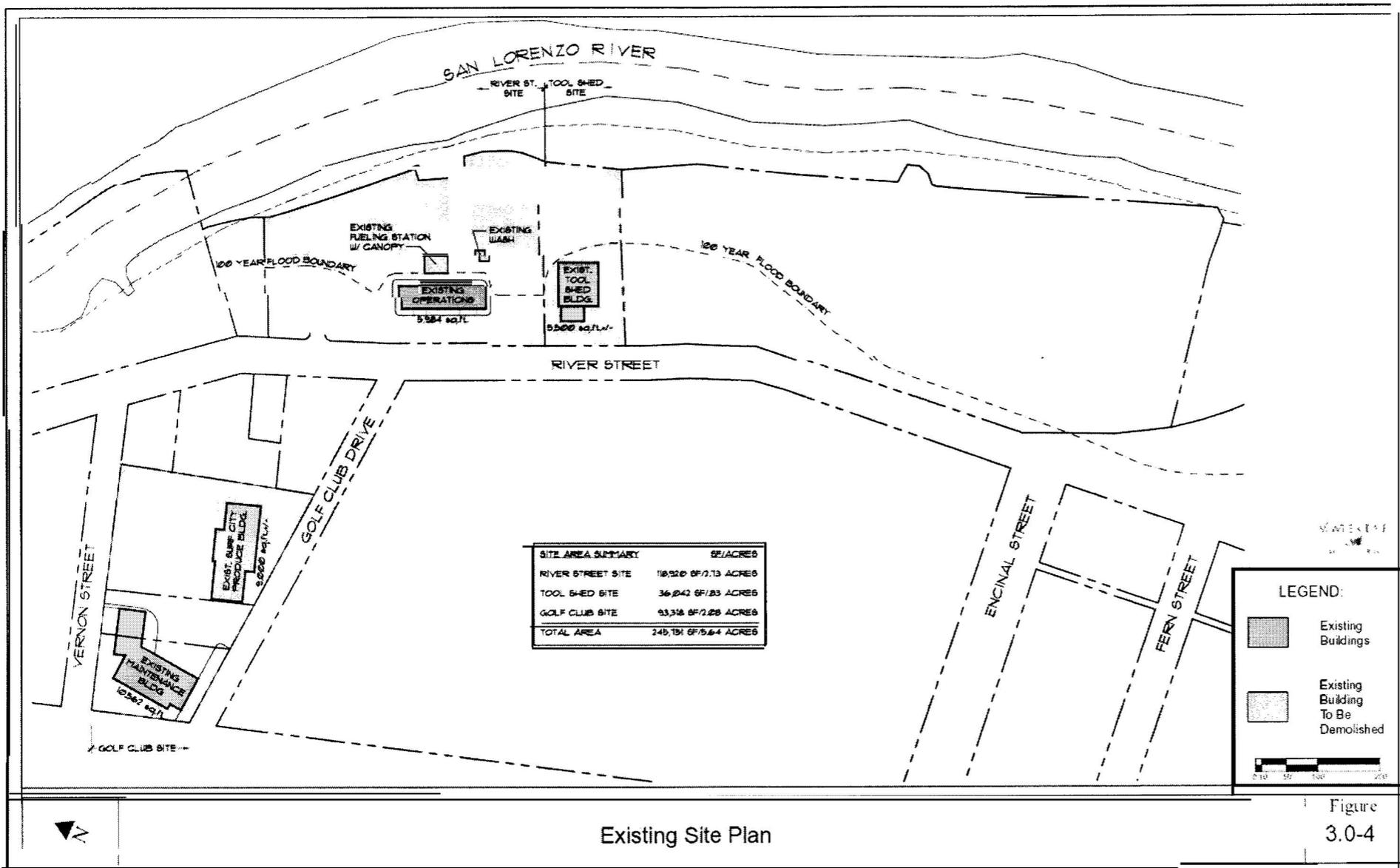
The Offeror may withdraw its protest or appeal at any time before the SCMTD issues a final decision.

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

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

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

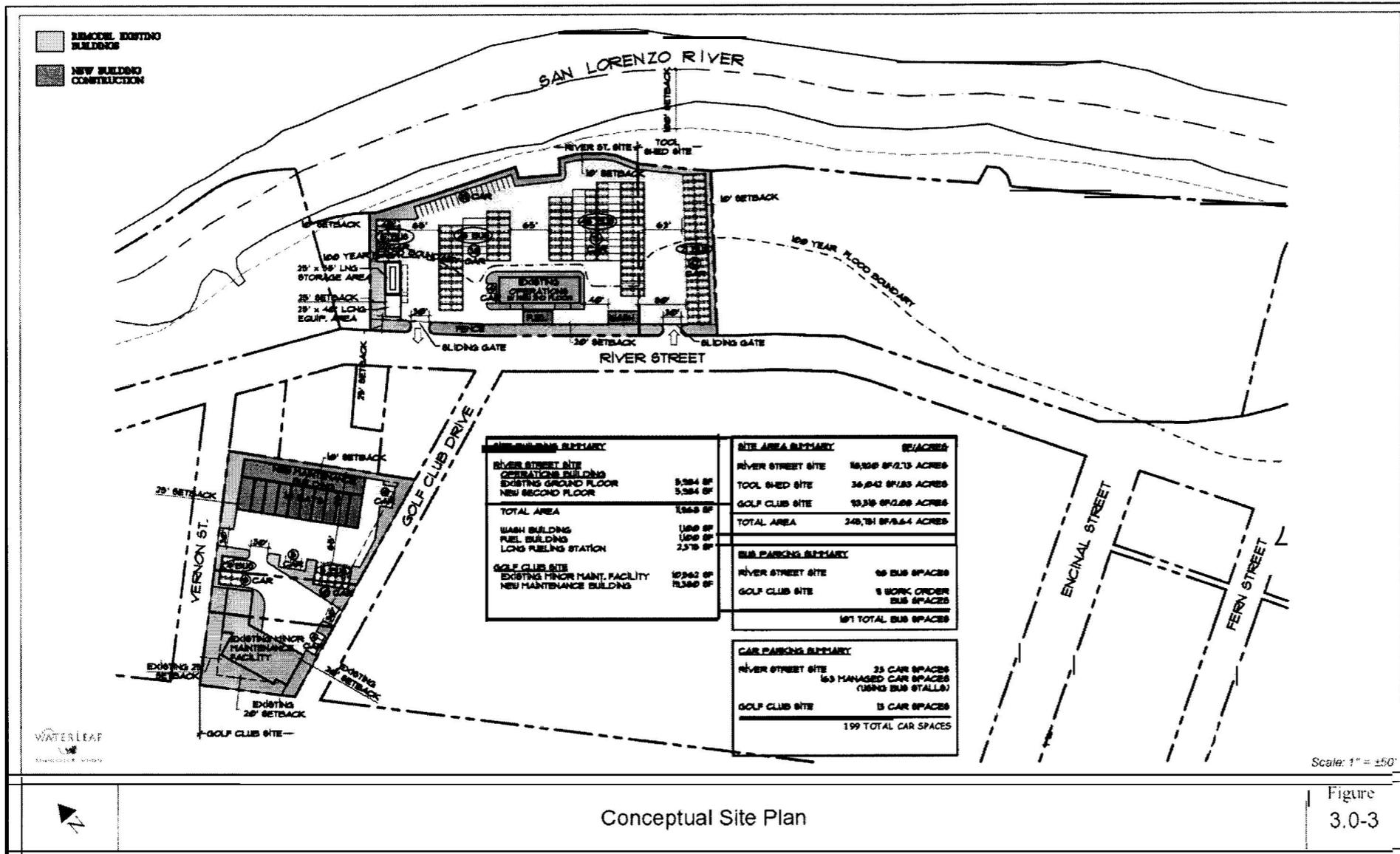
Federal Transit Administration  
Regional Administrator Region IX  
211 Main Street, Suite 1160  
San Francisco, CA 94105



Existing Site Plan

Figure 3.0-4

Figure 1



Conceptual Site Plan

Figure 3.0-3

Figure 2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ADDENDUM NO. 1**

**REQUEST FOR PROPOSALS (RFP) NO. 02-17**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE**

**May 20, 2003**

Receipt of this Addendum No. 1 shall be acknowledged in the RFP. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

1. Attachment No. 1 to this addendum No. 1 is a transcript of the pre-proposal meeting that was held on Tuesday, May 13, 2003.
2. After the pre-proposal meeting, participants were invited to view the proposed sites and the answers to questions posed are provided in Attachment No. 2.
3. Attachment No. 3 to this addendum No. 1 is a list of all firms attending the pre-proposal meeting.
4. Attachment No. 4 to this addendum No. 1 is the list of all firms that currently retain a copy of this RFP.
5. **Correction** of error regarding the time listed for the proposal due date (Page III-7, Item B. Proposal Submittal):

Proposals and eight copies must be received no later than **5:00** p.m. on June 6, 2003 at the Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060.

6. At the pre-proposal meeting, a question was raised regarding the District's Disadvantaged Business Enterprise (DBE) participation goal of 13% for this project (Page III-5, Item A. 3.). There is a website to help locate certified DBE firms at the State of California Caltrans Civil Rights Division. The address for this web site is:

<http://troe.dot.ca.gov/civilrights/dbe.htm>

Lloyd Longnecker  
District Buyer

## ATTACHMENT NO. 1

### **Transcript of Pre-proposal meeting for District RFP No. 02-17, Architectural and Engineering Services for MetroBase**

LLOYD LONGNECKER:

My name is Lloyd Longnecker. I'm the District Buyer, this is Les White, our General Manger; Mark Dorfman, our Assistant General Manager; and Tom Stickel, Manger of Fleet Maintenance.

Basically, we're going to give you a rundown of what the project is all about today, and ask for any questions that you may have. This meeting is being recorded and we're going to transcribe this meeting and send it out as part of the first addendum that will go out so that everybody has a chance to find out what questions were asked and the answers provided.

LES WHITE:

The pre-proposal meeting that we are having today relates to the request for proposals for architectural and engineering services for what has become known as Phase I of the Santa Cruz METRO Operating Facility Project, or MetroBase Project. Phase I will encompass the utilization of our existing site on Golf Club Drive and expanding that with adjacent right-of-way with a site currently owned by Surf City Produce for the purposes of constructing a maintenance facility to do both heavy and light maintenance. A part of this will also be consideration of reuse of the existing facility there and designing of this facility in a manner that will allow for future expansion as the size of the fleet grows. With that will also be clustered next to it on River Street an expansion of the existing operations facility by acquiring the property currently owned by the Tool Shed that is adjacent to the River Street property. We will be reconfiguring this site to include on-site fueling. There is currently no onsite fueling at the River Street location. This project will include the construction of an LCNG facility to convert liquefied natural gas to compressed natural gas. This will be used to fuel the fleet as it is converted to operate on compressed natural gas. Also, fleet parking, employee parking, and an expansion and redevelopment of the building that's in place on that site into a multistory facility. It is currently a single story facility. Both that site and the Golf Club Drive site we would like to look at in the context that they provide a capacity to support the maintenance and operations functions for a fleet of approximately 98 buses. That the fleet will expand in future years, there will be a Phase II that we'll add on down the road and we're not quite sure when that will happen, but we would like the design of this facility to be done with keeping in mind that there will be subsequent expansion phases sometime in the future so that those are compatible. It is important that this first phase of the project be done in such a way as to add capacity by adding some adjacent parcels. These include a joint use opportunity with the Salz Tannery and some parcels between the Golf Club and River Street location. It may also be a site that's adjacent to Vernon Street. There are a number of parcels that are involved in the Phase II study that is being presented to the Board of Directors in June. The Phase II study will be made available for those who may wish to take a look at the sites that are evaluated and under consideration as a part of an alternate Phase II. Phase II is quite a ways down the road, so what we're looking at is an ability to fast

tract this project with a primary defining timeline being the ability to support a compressed natural gas fleet of buses beginning in 2005.

MARK DORFMAN:

What we will attempt to do today is answer any questions you have. As Lloyd said, anything we cannot answer quickly, we will address in an addendum that will be sent out with the minutes of this meeting. So with that, we can open it up for questions. Identify yourself also.

SUSAN PERLMUTTER:

I'm Susan Perlmutter with Michael Willis Architects and I've got a couple of questions. We took a look at the EIR and I'm wondering if the existing maintenance facilities will be renovated under this contract?

LES WHITE:

The existing facility at Golf Club Drive needs to be evaluated for its reuse capacity. If it is reusable, our preference would be to reuse it. If it's not reusable, then we need to know that and then look at how that would be dealt with as far as bringing out the capacity if we need to replace the five bays that are included in that facility. The other maintenance facilities are all used facilities and would not be included in this project.

SUSAN PERLMUTTER:

OK, the evaluation for reuse is included?

LES WHITE:

Right.

SUSAN PERLMUTTER:

And any subsequent renovation determination . . .

LES WHITE:

Will be included.

SUSAN PERLMUTTER:

OK. Also, are you considering a pre-engineered building for the new building, or do you want custom design?

LES WHITE:

Open.

SUSAN PERLMUTTER:

Open for discussion.

LES WHITE:

Right.

SUSAN PERLMUTTER:

OK. The existing building to be expanded vertically, has that been evaluated for structural capacity to take a second floor expansion.

MARK DORFMAN:

It was designed originally to support a second floor.

SUSAN PERLMUTTER:

Great. Thank you. And one more question. Do you intend to keep the facility or the site occupied and operational during construction?

LES WHITE:

Yes.

TOM WHITTAKER:

Tom Whittaker of WaterLeaf. Looking at the schedule for submittal of review, then short list and then interviews... Finish the review schedule on Friday and start interviews the following Monday with three days of interviews. Would we have an opportunity to look of some of the existing facilities?

LES WHITE:

Yes.

TOM WHITTAKER:

Are we going to do that today?

LES WHITE:

We hadn't planned on it today, but we certainly can make them available if you want to view them today. We can schedule a time. I'm certain there's enough people that would want to do that. It's at your convenience.

DAVID ROBISON:

David Robison with Strategic Construction Management. Are you going to issue a separate request for proposals for construction management services?

MARK DORFMAN:

Yes. The architect is not doing construction management.

DAVID ROBISON:

All right, so you're not looking for a joint proposal that would include both construction management and A/E or would that even be considered?

LES WHITE:

No. We will contract for Construction Management separately.

JOE ANGLIM:

Joe Anglim from Robin Chiang and Company. What is the eligibility of the consultants or firms that have participated in the EIR appropriation for a contract?

LES WHITE:

All consulting firms that have worked on the project to date are eligible to participate in the next phases.

UNIDENTIFIED SPEAKER:

When is the RFP due? There are two different times according to the letter and the specification? It's only an hour difference.

LES WHITE:

Five o'clock on June 6. It will be clarified in the addendum.

NOAM MAITLESS:

Noam Matiless with RNL. Will a list of all the attendees be available?

MARK DORFMAN:

Yes. That will come out with the minutes.

PHILLIP HENRY:

Phillip Henry of Phillip Henry Architecture. It talks in here about off-site improvements. Can you clarify any of that? I mean how far does that go?

MARK DORFMAN:

Where is the reference?

PHILLIP HENRY:

I'm looking on Section III, page 3. It includes site and off-site improvements, next to the last paragraph.

MARK DORFMAN:

We will clarify that. I believe that was when we were talking about a CNG pipeline going in. And that may not be necessary if we are going the LCNG route. So we will clarify that. **(Clarification – off-site improvements may include any mitigations that might be undertaken that are not included on the property controlled by the District.)**

UNIDENTIFIED SPEAKER:

You talked about a study being done. Is it available for us to look at?

MARK DORFMAN:

That is going to the Board in, when do we have that scheduled?

TOM STICKEL:

It's going to the Board in the first week of June.

MARK DORFMAN:

We'll get a map showing the properties being considered and include that in the addendum when we send that out.

**This report may be viewed at the following web site address:**

<http://www.scmttd.com/bids/report.pdf>

MYLES STEVENS:

Myles Stevens, Stevens and Associates. What is the construction cost estimate of the Phase I project?

LES WHITE:

There isn't one.

MYLES STEVENS:

Do you have a guesstimate?

LES WHITE:

We have a budget that it needs to be somewhere in the neighborhood of 20 million dollars, but we have some flexibility with that. Obviously, if it comes in higher, then we'll have to deal with it. But the scope is in the 20 million to 21 million dollar range that we're planning at now.

MARK DORFMAN:

It's definitely a phased construction process. There are certain critical elements that have to occur, i.e., the fueling facility, the maintenance facility, those things have to get done on a critical path. They would be the first priority pieces.

MYLES STEVENS:

And what's the budget for the entire total build-out in the next ten years or whenever the timeframe is?

LES WHITE:

There's not a formal budget set because we're still out competing for dollars for the funding of it. My guess is of the theory the preliminary idea that by the time we get the total bill, it's going to be between 40 and 45 million dollars to do everything because the administrative functions that are housed here, the facilities maintenance functions that are housed here are not included in this. We have a fleet of 123 buses right now. We're building for 98, so we know that we're going to have to add capacity in the future. The second phase of the project may begin planning while we are in construction on Phase I depending on how we are able to collect money and what other considerations occur. But we're definitely looking to get something substantially more than we have now. It's just what we're able to do at this time.

MYLES STEVENS:

Are there any HAZ MAT issues?

MARK DORFMAN:  
On the existing sites?

MYLES STEVENS:  
Well, starting with the existing sites and then sites that you're looking at in your master plan.

MARK DORFMAN:  
We have not done the environmental assessment on the sites to be purchased at this point.

LES WHITE:  
We're not aware of any HAZ MAT conditions on the existing sites for Phase I.

GLEN IFLAND:  
Glen Ifland, Ifland Engineers. On page 3, reference to site surveying and so fourth, have you had any boundary topographic preliminary mapping at all, any of it?

MARK DORFMAN:  
Probably of our existing sites, we have some maps.

GLEN IFLAND:  
I know you do. Ok.

LES WHITE:  
If there is interest, Tom Stickel can provide a tour of the two sites. So if you do want to see them, check with Tom at the close of the meeting.

UNIDENTIFIED SPEAKER:  
When you send out the Phase II property descriptions, are there some basic assumptions that are used for identifying those properties that also accompany that; what the goals are that are being used to identify the candidates by in terms of . . .to see if there's, you know, targets of the size of the number of parcels?

LES WHITE:  
Right.

UNIDENTIFIED SPEAKER:  
How soon do you anticipate getting the agenda met?

MARK DORFMAN:  
Schedule is; the deadline for written questions if anybody has any further would be May 20<sup>th</sup>, and our response is May 27<sup>th</sup>.

UNIDENTIFIED SPEAKER:  
Are there any urban planning or city planning concerns?

MARK DORFMAN:

For this project, the District has the ability to self-permit. We will follow all applicable codes, but the District does not require permits from the City of Santa Cruz to do this project.

UNIDENTIFIED SPEAKER:

Is there a city planning document that surrounds this project?

MARK DORFMAN:

We wouldn't be subject to them for this project.

UNIDENTIFIED SPEAKER:

Does it conform to the City's General Plan?

LES WHITE:

Yes it does. It is for industrial use, so it conforms to the City's General Plan. Even if it didn't, it wouldn't matter, but it does.

UNIDENTIFIED SPEAKER:

The RFP states that there's a goal for 13% DBE participation. Are there any specific requirements to qualify as a DBE firm?

MARK DORFMAN:

They would have to conform to the Federal Transit Administration guidelines.

LLOYD LONGNECKER:

You can go to the Cal Trans Civil Rights web site. I can get that address for you. There's a new State DBE certification process that all government agencies follow. On the web site there is a list of certified DBE firms you can research.

**The web site address is:**

<http://troe.dot.ca.gov/civilrights/dbe.htm>

UNIDENTIFIED SPEAKER:

Is there Federal or State funding for this project?

LES WHITE:

Both, Federal Transit Administration and then State funds, and local.

UNIDENTIFIED SPEAKER:

If there are State funds required, is there a DBE requirement as well then for State funds?

MARK DORFMAN:

The State administers, I believe, for both. We use the State certification process under the Federal program, so I would guess that what they have on the state website will comply with both programs.

UNIDENTIFIED SPEAKER:

Do you have any thoughts whatsoever what the interviews will be like, the format of them?

LES WHITE:

That's a little far ahead, but there's not much time . . .

UNIDENTIFIED SPEAKER:

Would it be a presentation?

LES WHITE:

It would be a presentation and time allowed for questions. I would guess no more than an hour and a half total per interview; forty-five minute presentation, forty-five minutes for questions.

UNIDENTIFIED SPEAKER:

Do you have a guideline for how long your short list will be?

MARK DORFMAN:

Not right now. It's going to depend on the volume of responses that we get. We don't want to be interviewing for two (2) weeks.

UNIDENTIFIED SPEAKER:

You had said that the addendum would be out later this month. Is that the first opportunity to see the list of attendants, or is that to be distributed?

MARK DORFMAN:

No, that would be when it comes out. If we get it out faster, then, there's not a large number of questions, we would get those out quicker than that. It's our goal to keep a very aggressive timeline here and we intend to try and do that, but that's our worst case scenario in terms of getting it out.

MARK MESITI-MILLER:

Mark Mesiti-Miller, Mesiti-Miller Engineering. I was just wondering if you have any thoughts on the selection committee, what the composition of that selection committee might be like. Will it include council members, transit members, public at large, you know?

MARK DORFMAN:

That hasn't been worked out, and there have been some different legal opinions that have come up recently, so that's in a state of flux in terms of how we're going to accomplish the interviews. We will inform the firms when we develop the short list of the process that will be utilized.

UNIDENTIFIED SPEAKER:

Will you retain the major maintenance facility at least through the construction's first phase?

LES WHITE:

Yes. That's our intention. I mean there can always be unforeseen circumstances. It is a leased facility. The owner obviously has, there's some latitude as to what they do, but our intention is to maintain that facility until the new maintenance facility is ready to occupy.

UNIDENTIFIED SPEAKER:

And the maintenance of parts office . . .

LES WHITE:

Yes.

MARK DORFMAN:

Anybody else? Ok, then any people interested in going to view the facilities, please see Mr. Stickel here, and he will direct you to them.

## ATTACHMENT NO. 2

### Transcript of answers to questions asked during the tour of the two sites. District RFP No. 02-17 Architectural and Engineering Services for MetroBase

1. When was the Operations building built?  
**1979**
2. What type of construction...2n, 3n ...?  
**Unknown**
3. Are original documents for the building available?  
**1978 Bid documents/blueprints, and 1991 Bioremediation documents, 2002 CNG facility**
4. What type of framing?  
**Wood frame with prefab wood roof truss, and reinforced concrete block wall**
5. What functions will go on the second story?  
**The functions that will go on the upper floor(s) of the Operations Building will be determined from the needs and building analysis that is done as part of the A/E process.**
6. Were the utilities installed with a second story in the plans?  
**No**
7. Would the construction be to current code, ie, ADA, earthquake, elevator, etc.?  
**Portions of lube area were remodeled after 1991. The CNG facility was installed in 2002. The remainder of the facility was built in 1979. All construction was done to code applicable at the time it was performed. The MetroBase project must meet all current codes in effect, i.e. ADA, EQ, SWPPP, Haz Mat.**
8. Are electronic files available for the OPS and Golf sites?  
**No**
9. What is the analysis of the Golf Club facility to consist of?...equipment, operation, structure?  
**The existing Golf Club facility will need to be analyzed to determine if it can be reused as part of the MetroBase Project.**

**ATTACHMENT NO. 3**

**Attendance List For The Pre-Proposal  
Meeting on May 13, 2003  
District RFP No. 02-17  
Architect & Engineering Services for  
Metrobase**

**CH2M Hill  
Andy Freitas  
2625 So. Plaza Drive  
Tempe AZ 85282  
480 377 6217**

**Stevens & Associates Architects  
Myles Stevens  
855 Sansome Street  
San Francisco CA 94111  
415 397 6500**

**Bowman & Williams  
Tom Mason and Robert Henry  
1011 Cedar Street  
Santa Cruz CA 95060  
831 426 3560**

**Axiom Engineers  
Jeff Meade  
4605 W. Walnut Street  
Soquel CA 95073  
831 464 4320**

**Waterleaf Architectural  
Tom Whitaker and Van Styner  
621 S.W. Morrison St. Ste 125  
Portland, OR. 97205  
503 228 7571**

**Joni L. Janecki & Associates  
Joni L. Janecki  
303 Potrero Street, Suite 16  
Santa Cruz CA 95060  
831 423 6040**

**Strategic Construction Management  
David L. Robison  
350 Coral Street, Ste E  
Santa Cruz CA 95060  
831 466 2777**

**Nolte Associates, Inc.  
David Heinrichsen  
1731 North First Street, Suite A  
San Jose CA 95112-4510  
408 392 7214**

**GEZ Architects Engineers  
Russ Meyer & Crant Canfield  
120 Montgomery St Ste 300  
San Francisco, CA 94104  
415 394 6000 ext 275**

**RNL Design  
Noam Maitless  
800 Wilshire Blvd, Ste 400  
Los Angeles CA 90017  
213 955 9775**

**Harris & Associates  
Ron Price  
99 Pacific St., Ste 200K  
Monterey, CA 93940  
831 375 4500**

**SBA Architects  
S. Kumaresh  
3080 Olcott Street Ste. 110D  
Santa Clara CA 95054  
408 492 9262**

**T. Mitchell Engineers and Associates  
Tom Mitchell  
5737 Thornhill Drive, Suite 207  
Oakland CA 94611  
510 338 0520**

**BMR Construction Management  
Kent Munroe  
P O Box 222454  
Carmel CA 93922  
831 625 1300**

**Michael Willis Architects  
Susan Perlmutter  
246 First Street, Ste 200  
San Francisco CA 94105  
415 954 2750**

**Phillip Henry, Architect  
1306 Fourth Street  
Berkeley CA 94710  
510 526 7904**

**Robert D. Corbett, Architect  
54C Penny Lane  
Watsonville CA 95076  
831 728 2943**

**Ifland Engineers Inc  
Glen Ifland  
1100 Water St Ste 2  
Santa Cruz, CA. 95062  
831 426 5313**

**Central Pacific Engineering  
David Smith  
9035 Soquel Ave #105  
Santa Cruz CA 95062  
831 476 1525**

**Raymundo Engineering  
Jim Dong  
488 N. Wiget Lane  
Walnut Creek, CA 94598  
975 988 8678**

**Mesiti-Miller Engineering  
Mark Mesiti-Miller  
224 Walnut Ave, Ste B  
Santa Cruz, CA 95060  
831 425 3186**

**Biggs Cardosa Assoc. Inc.  
Mahvash M. Harms  
1871 The Alameda Ste. 200  
San Jose, CA 95126  
408 296 5515**

**Parsons Brinckerhoff  
Tushar Advani  
303 2nd St. # 700N  
San Francisco, CA 94107  
415 243 4756**

**Kent A. Munro  
Bay Area Estimating  
1000 Ames Avenue, Suite A90  
Milpitas, CA 95035  
Ph (408) 946-3046**

**Robin Chiang & Co  
Joe Anglim  
381 Tehama  
San Francisco CA 94103  
415 995 9870**

**ATTACHMENT NO. 4**

**Bid list for Metro Base  
Design Project**

IBI Group  
230 Richmond Street West  
Toronto, Ontario, Canada M5V 1V6

Haro, Kasunich Assoc  
116 E. Lake Ave.  
Watsonville, CA 95076

John Valle, NCARB, AIA  
25181 Rivendell Dr.  
Lake Forest, CA 92630

Critical Solutions  
171 Mayhew Way #207  
Pleasant Hill, CA 94523

Denise Duffy & Assoc.  
947 Cass St. #5  
Monterey, CA 93940

Waterleaf Architectural  
Attn: Tom Whitaker  
621 S.W. Morrison St. Ste 125  
Portland, OR. 97205

Fleet Maintenance Consultants  
603 Woodcastle Bnd  
Houston, TX 77094

STV Inc.  
100 Spear Street, Suite 505  
San Francisco, CA 94105

Mesiti-Miller  
224 Walnut Ave  
Santa Cruz, CA 95060

Parsons Brinckerhoff  
Attn Robert Howell  
303 2<sup>nd</sup> St. # 700N  
San Francisco, CA 94107

Earthquake and Structural Inc.  
Attn: Mike DeGuzman  
6355 Telegraph Ave. #101  
Oakland, CA. 94069

Wildman and Morris  
Attn: Chere Burdette  
120 Howard St. #500  
San Francisco, CA. 94105-1620

Mark Primack  
521 Swift St  
Santa Cruz, CA. 95060

Ifland Engineers Inc  
Attn: Glen Ifland  
1100 Water St Ste 2  
Santa Cruz, CA. 95062

GeoLabs Inc.  
Attn: Francis Chan  
1440 Broadway, # 804  
Oakland, CA. 94612

G W Davis Inc  
2600 E Lake Ave  
Watsonville, CA. 95076

~~Paul Kohler, Structural Engineer  
7170 E. MacDonald Dr.  
Scottsdale, AZ. 85253~~

**Returned-unable to Forward**

Devcon Construction  
Attn: Gary Fillizeti  
690 Gilbralter Drive  
Milpitas, CA. 95035

Terratech Inc  
Attn: Mary Bannister  
12 Thomas Owens Way  
Monterey, CA. 93940

Jennings-Ackerley  
Attn: Charles Ackerly  
88 1<sup>st</sup> Street, 3<sup>rd</sup> floor  
San Francisco, Ca. 94105

**Not Interested in this Project**

Group 4 Architecture  
Attn: Bonnie Thomas  
301 Linden Ave.  
South San Francisco, CA. 94080

GeoMatrix  
Attn: Lief Kaiper  
2101 Webster St. 12<sup>th</sup> Floor  
Oakland, CA. 94612

~~Pacific 17  
Attn: Frank Bavand  
50 Airport Pkwy  
San Jose, CA 95110~~

**Not Interested in this Project**

**RFP Returned No Longer in Business**

Interior Architecture  
Attn: Charles Almack  
1370 India Street  
San Diego, CA 92101

Ninyo and Moore  
Attn: Eric Swenson  
675 Hagenberger Rd. #220  
Oakland, CA. 94621

HMH Inc.  
Attn: Bill Wagner  
P.O. Box 611510  
San Jose, CA. 95161-1510

URS  
Attn: John Kessler  
100 California Street #500  
San Francisco, CA 94111

Bunton Clifford & Assoc.  
Attn: Cynthia Fujiwara  
4615 Enterprise Common  
Fremont, CA 94538

Thacher and Thompson  
200 Washington Ave #201  
Santa Cruz, Ca. 95060

Gregory Cole  
1118 E Cliff Drive  
Santa Cruz, CA. 95062-3720

Robert Goldspink  
8042 Soquel Dr.  
Aptos, CA. 95003

Steve Elmore  
780 Volz Ln.  
Santa Cruz, CA. 95062

Wendel Duchscherer  
Attn David C. Duchscherer  
70 West Chippewa, Suite 400  
Buffalo NY 14202

A/E Consultants Information Network  
Attn: April Hawkins  
P O Box 417816  
Sacramento CA 95841

Don Todd Associates, Inc.  
Attn: Judith Saylor  
1255 Post Street  
San Francisco, CA 94109

Heller Manus Architects  
Attn: Sherri Corker  
221 Main Street Ste. 940  
San Francisco, CA 94109

Biggs Cardosa Assoc. Inc.  
Mahvash M. Harms  
1871 The Alameda Ste. 200  
San Jose, CA 95126

Faye Bernstein & Assoc. Inc.  
50 California Street  
San Francisco CA 94111

Imbsen & Assoc. Inc.  
Attn: Lee Dumas, P.E.  
9912 Business Park Drive. #130  
Sacramento, CA 95827

LDA Arch.  
Attn: Thomas Lee  
1108 A Bryant Street  
San Francisco, CA 94103-4305

Entranco  
1730 Franklin St Ste 211  
Oakland, CA 94612

Del Campo & Maru  
Attn: Ben Basin  
45 Lansing Street  
San Francisco, CA 94105

MWM Architects  
Attn: Michael Cadrecha  
2333 Harrison St.  
Oakland, CA 94612

VZM/TranSystems  
Attn: Christine Mankewich  
180 Grand Ave. Ste. 400  
Oakland, CA 94612-3741

Gannett Fleming  
Attn: Stephen R. Lee, P.E.  
5 3rd St Ste 320  
San Francisco, CA 94103

MFT Consulting Engineers Inc.  
Attn: Anna Balatsos  
120 Howard St # 420  
San Francisco, CA 94105

Noll & Tam  
Attn: Kristin Cortright  
729 Heinz Ave.  
Berkeley, CA 94710

Don Dommer Associates  
Attn: Faye Brehm  
1144 65<sup>th</sup> St. Ste. G  
Oakland, CA 94608

Sampson Engineering, Inc.  
Attn: Michael J. Sampson, P.E.  
6 Hangar Way, Ste. C  
Watsonville, CA 95076-2456

Korve Engineering  
1570 The Alameda Ste 222  
San Jose, CA 95126

SBA Architects  
Attn: Gregory Montgomery  
3080 Olcott Street Ste. 110d  
Santa Clara CA 95054

Consolidated CM Inc.  
Attn: John Espisito  
180 Grand Ave.  
Oakland, CA 94612

SOHA Engineers  
Attn: Michael Sitver  
550 Kearny Street, Ste. 200  
San Francisco, CA 94108

Sverdrup Construction  
Attn: Darlene Gee  
1340 Treat Blvd # 208  
Walnut Creek, CA 94596

The Beals Group  
C/o Jenna Kuhl  
2455 The Alameda, Ste 200  
Santa Clara CA 95050

James Transportation Group  
1120 Iron Point Road Ste 110  
Folsom CA 95630

Strategic Construction Management  
350 Coral Street, Ste E  
Santa Cruz CA 95060

Anil Verma Associates, Inc.  
444 S Flower Street, Ste 1688  
Los Angeles CA 90071

Hatch Mott MacDonald, Inc.  
3825 Hopyard Road Ste 240  
Pleasanton CA 94588

The Zahn Group, Inc.  
Attn: Phillip Bender  
625 Market Street #1400  
San Francisco, CA 94105-3302

VBN Architects  
Attn Lisa Warner  
560 14<sup>th</sup> Street  
Oakland CA 94612

Post, Buckley, Schuh & Jernigan, Inc.  
2001 NW 107<sup>th</sup> Ave  
Miami FL 33172

Harza Engineering  
Attn: Paul Slavich  
425 Roland Way  
Oakland, CA 94621

Maintenance Design Group, LLC  
Attn: Karen Peterson  
216 16th Street, Suite 1600  
Denver CO 80202

Richard Chong & Associates  
714 W Olympic Blvd, Ste 732  
Los Angeles CA 90015

RNL Design  
Patrick M. McKelvey  
800 Wilshire Blvd, Ste 400  
Los Angeles CA 90017

Bechtel Infrastructure Corporation  
8180 Greenboro Drive, Ste 900  
McLean VA 22102-3823

LSA Design, Inc.  
250 3<sup>rd</sup> Ave N, Ste 600  
Minneapolis MN 55401

Bogard Construction  
Attn: David Robison  
350 A Coral Street  
Santa Cruz, CA 95060

MBT Architects  
Attn: David Lindelmulder  
185 Berry Street Ste. 5700  
San Francisco, CA 94107

GEZ Architects Engineers  
Attn: Michael Haugh  
120 Montgomery St Ste 300  
San Francisco, CA 94104

Marilyn Crenshaw  
806 N. Branciforte  
Santa Cruz, CA. 95062

Royston Hanamoto Alley & Abey  
225 Miller Ave  
Mill Valley CA 94941

Umerani Associates  
509 San Felicia Way  
Los Altos CA 94022-1755

Urbitran Services  
1440 Broadway Ste 500  
Oakland CA 94612

Burns Engineering, Inc.  
11 Penn Center, Ste 300  
Philadelphia PA 19103

Michael Baker Jr., Inc.  
Airport Office Park, Bldg 3  
420 Rouser Road  
Coraopolis PA 15108

PGH Wong Engineering, Inc.  
256 Laguna Honda Blvd.  
San Francisco CA 94116

DMJM+HARRIS  
1330 Broadway, Ste 1001  
Oakland CA 94612

Nolte Associates, Inc.  
1731 North First Street, Suite A  
San Jose CA 95112-4510

Michael Willis Architects  
471 Ninth Street  
Oakland CA 94607

Carter and Burgess  
Architects & Engineers  
3101 North 1<sup>st</sup> Street #107  
San Jose CA 95134-1934

Savage Cyber Search  
9335 Columbine Ave  
California CA 93505

Mitchell Engineers and Associates  
5737 Thornhill Drive, Suite 207  
Oakland CA 94611

John T. Warren & Associates, Inc.  
1404 Franklin Street, 4th Floor  
Oakland CA 94612

Humber Design Group  
1164 Monroe Street, Suite 9  
Salinas CA 93906

Robin Chiang & Company  
381 Tehama Street  
San Francisco CA 94103

RMW Architecture & Interiors  
160 Pine Street  
San Francisco, CA 94111

Bowman & Williams  
Attn Robert Henry  
1011 Cedar Street  
Santa Cruz CA 95060

Robert D. Corbett, Architect  
54C Penny Lane  
Watsonville CA 95076

CH2M Hill  
Joe Biedenbach  
9193 South Jamaica Street  
Englewood, CO 80112

Phillip Henry, Architect  
1306 Fourth Street  
Berkeley CA 94710

Harris & Associates  
Attn: Jan Jensen  
99 Pacific St., Ste 200K  
Monterey, CA 93940

Victoria Scolini  
DKS Associates  
1956 Webster Street, Suite 300  
Oakland, CA 94612-2925

Stan Feinsod  
SYSTRA Consulting, Inc.  
760 Market Street, Suite 320  
San Francisco, CA 94102

Kent A. Munro  
Bay Area Estimating  
1000 Ames Avenue, Suite A90  
Milpitas, CA 95035

Central Pacific Engineering  
David Smith  
9035 Soquel Ave #105  
Santa Cruz CA 95062

John T. Warren & Associates  
1404 Franklin Street, 4th Floor  
Oakland, CA 94612

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ADDENDUM NO. 2**

**REQUEST FOR PROPOSALS (RFP) NO. 02-17**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR METROBASE**

**May 21, 2003**

Receipt of this Addendum No. 2 shall be acknowledged in the RFP. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

The following questions were received prior to the May 20<sup>th</sup> deadline for receipt of written questions and requests for addenda:

1. Question from Dale R. Mitcheltree of ATI Architects and Engineers:  
In the Scope of Work, programming was required as part of the proposal requirements for this project. Is the proposed amount of building size, square footage known?

**ANSWER: No**

2. Question from Dale R. Mitcheltree of ATI Architects and Engineers:  
Regarding the new building, what is the preliminary size?

**ANSWER: Programming to determine size is part of the specifications**

3. Question from Dale R. Mitcheltree of ATI Architects and Engineers:  
Regarding the existing administration area, (the Operations Building) there is mention of a second additional floor over the existing floor. What is the square footage of that space?

**ANSWER: The existing Operations Building is 5,800 square feet. The size of the second floor will depend on the programming that is done as part of the project.**

4. Question from Wendy Miller of WaterLeaf Architecture:  
Regarding the requirement for 254 forms, do you require 254 forms from the sub consultants?

**ANSWER: No**

5. Question from Wendy Miller of WaterLeaf Architecture:  
Is the Buy America form included in the proposal? If yes, does it count as part of the 50 pages?

**ANSWER: No, the Buy America form is not applicable for this RFP.**

6. Question from Wendy Miller of WaterLeaf Architecture:  
What is not included in the 50-page limit (front/back cover, cover letter, divider tabs)?

**ANSWER: The 50 Page limit relates to the actual pages from the Proposer, tabs and/or covers do not count towards the limit.**

7. Question from Wendy Miller of WaterLeaf Architecture:  
In what section do the Contractor DBE Information pages go? Will it be counted as part of the 50 pages?

**ANSWER: The Contractor DBE Information pages should be included with the General Information page (Part II) and will not be included in the 50 pages.**

8. Question from Wendy Miller of WaterLeaf Architecture:  
Can letters of reference be excluded from the 50-page limit?

**ANSWER: Yes**

9. Question from Wendy Miller of WaterLeaf Architecture:  
Does an 11 x 17 fold out sheet count as one page?

**ANSWER: Yes**

10. Question from Wendy Miller of WaterLeaf Architecture:  
Is item 11. Other Information (optional) the same as the appendix? Will this section count in the 50 pages?

**ANSWER: Yes Other Information is the same as the appendix. This section will not count towards the 50-page limit.**

Lloyd Longnecker  
District Buyer

**EXHIBIT -B-**



**Response to  
The  
Santa Cruz Metropolitan Transit  
District  
to Provide A /E Services for  
MetroBase**

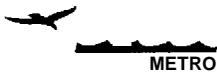
**June 6, 2003**



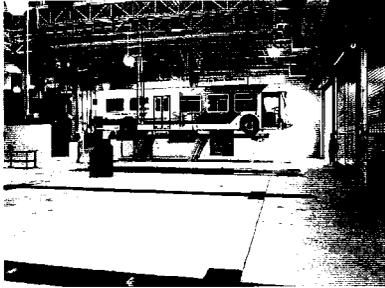
RNL Design  
800 Wilshire Blvd., Suite 400  
Los Angeles, CA 90017  
P: 213.955.9775  
F: 213.955.9885

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## table of contents



Cover Letter	
Section 1:	General Information Form
Section 2:	Federal Standard Form 254
Section 3:	DBE Certifications
Section 4:	General Qualifications <ul style="list-style-type: none"><li>a. Introduction</li><li>b. Sub Consultant Services</li><li>Core Team Matrix</li><li>c. Current Permanent Staff Size</li></ul>
Section 5:	Project Qualifications <ul style="list-style-type: none"><li>a. -i. RNL Experience Summary</li><li>J. Record of Professional Liability</li></ul>
Section 6:	Project Understanding
Section 7:	Technical Approach
Section 8:	Project Staffing <ul style="list-style-type: none"><li>a. Organization Chart</li><li>b. Key Personnel<ul style="list-style-type: none"><li>1. Individual Qualifications &amp; Responsibilities</li><li>2. Percentage of Work Matrix</li></ul></li></ul>
Section 9:	Time of Commencement and Completion of Project Project Schedule
Section 10:	Cost for Services (Separate Envelope)
Appendix:	Resumes





June 6, 2003

4 Professional Corporation  
www.RNLdesign.com

Los Angeles  
800 Wilshire Boulevard  
Suite 400  
Los Angeles CA 90017  
P 711 955 9775  
F 213 955 9885

Orange County  
200 Baker Street  
Suite 201  
Costa Mesa CA 92626  
P 714 641 0191  
F 714 641 9784

Denver  
1515 Arapahoe Street  
Tower 3 Suite 100  
Denver CO 80202  
P 303 295 1717  
F 303 292 0H45

Phoenix  
4450 North 12th Street  
Suite 260  
Phoenix AZ 85014  
P 602 212 1044  
F 602 212 0964

Mr. Lloyd Longnecker  
District Buyer  
**Santa Cruz Metropolitan Transit District**  
District Purchasing Office  
120 DuBois Street  
Santa Cruz, CA 95060

**Re: Request for Proposals to Provide Architectural & Engineering Services for MetroBase**

Dear Lloyd:

Enclosed is the proposal for complete architectural and engineering services from RNL Design and our consultant team. Only once in every 50 years does a Transit District have the opportunity to develop a new operations and maintenance facility to serve its constituents. A facility that provides an operational base from which to service the district's vehicles and buses, and from which to launch service each day. At RNL, we understand the issues and constraints that surround this type of facility and the challenges of schedule, budget and image that a Transit District will face developing this type of project. We also intimately understand the difficulty that SCMTD has had over the past several years to get this facility planned and built. The benefits that the Santa Cruz Metropolitan Transit District will gain from the RNL Team is a group of professionals that thoroughly understand the project type and the issues, bring a creative problem solving approach, and have the desire and passion for delivering a high quality and successful project with the District.

RNL is a full-service architecture and planning firm with extensive experience in the programming, planning and design of operations and maintenance facilities for public agencies. In the past several years, we have programmed, planned and designed similar operations and maintenance facilities for the City of Chula Vista, City of Norwalk, City of Montebello, City of Santa Monica, Foothill Transit, Long Beach Transit and the Antelope Valley Transit Authority. These recent projects are examples of RNL Design's strength and experience in designing operations and maintenance facilities, our ability to work with various local government agencies, our knowledge of local codes and regulations throughout California, including the State and Federal requirements, and our ability to develop design solutions that can be implemented in a phased manner for work around of existing operations..

RNL has a strong alliance with consultants experienced in designing and constructing maintenance and operations facilities. Maintenance Design Group (MDG) and Carter & Burgess are consultants with whom RNL has worked together on more than 40 projects in the past several years. RNL Design, MDG, Carter & Burgess and our consultants form a team of consultants specifically structured to give the SCMTD quality design services geared specifically toward operations and maintenance facilities. RNL has a long track record working with all of these consultants on similar projects and has the commitment that design services will be performed from their local offices to meet your schedule and budget requirements.

The following is a list of the complete RNL team:

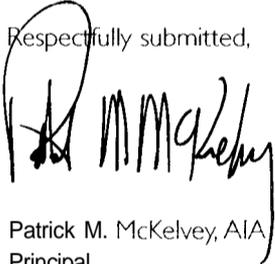
RNL Design	Architecture / Interior Design
Maintenance Design Group	Maintenance Equipment / Process Piping
Carter & Burgess	Mechanical, Electrical and Plumbing Engineering Fire Protection
Mesiti – Miller Engineering	Civil/Structural Engineering/Surveying
Joni L. Janecki & Associates	Landscape Architecture
Fuel Solutions	LCNG Fuel System Consultant
Haro Kasunich	Geotechnical
TEECOM	Telecommunications/Security Systems
Yuang Tai, Inc.	Cost Estimating

Since 1988, when the Los Angeles office was established, the staff has grown to more than 20 employees capable of completing all design work in-house in our Los Angeles office. All services will be performed in the local offices of the Team. In addition, RNL Design, a California Corporation, is also a stable and growing firm with a sound financial status. The key personnel proposed for the SCMTD MetroBase project are committed to the project and will provide the necessary resources throughout the project duration.

RNL's Project Principal will be Patrick M. McKelvey, AIA, license number C2 16 17, and Project Manager will be Charles (Chuck) Boxwell. Both individuals will be accessible to the District for all matters related to this project and points of contact throughout the project schedule.

We have reviewed the Request for Proposal and acknowledge receipt of Addendum 1 and Addendum 2. We believe we have addressed each item in the following pages of our submittal. This proposal will be valid for 90 days. We are extremely interested in working with you and look forward to hearing from you. If you have any questions regarding the enclosed proposal, please contact Patrick M. McKelvey at 213.955.9775. Mr. McKelvey is authorized to negotiate the contract on behalf of RNL Design.

Respectfully submitted,



Patrick M. McKelvey, AIA  
Principal  
(213)955-9775  
Email: pat.mckelvey@rnldesign.com

**PART II**

**GENERAL INFORMATION FORM**

(To be completed by the offeror and placed at the front of your proposal)  
ARCHITECTURAL AND ENGINEERING SERVICES

RNL INTERPLAN

June 5, 2003

Legal Name of Firm

Date

800 Wilshire Blvd Suite# 400

Los Angeles, CA 90017

Firm's Address

(2 13) 955-9775

(2 13) 955-9885

Telephone Number

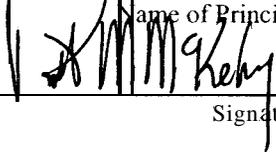
FAX Number

Corporation

Type of Organization (Partnership, Corporation, etc.)

Patrick M. McKelvey, AIA Principal

Name of Principal-in-Charge and Title



Signature of Authorized Principal

Charles E. Boxwell, AIA

Name of Project Manager and Title

Patrick M. McKelvey, Principal

(2 13) 955-9775

Name, Title and Phone Number of Person to Whom Correspondence Should be Directed

800 Wilshire Blvd. Suite #400

Los Angeles, CA 90017

Address Where Correspondence Should Be Sent

Architecture, Interior Design

Area of Responsibility of Prime Contractor

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

Maintenance Design Group, Maint. Equip. Consulting

(303) 820.4837

Carter Burgess, MEP / Fire Engineering

(5 10) 457.0027

Miller-Miller, Civil Structural Engineering		(83 1) 426.3 186
Joni Janecki & Assoc., Landscape Architecture	(WBE)	(83 1) 423.6040
Haro, Kasunich & Assoc., Geotechnical Engineering	(MBE)	(83 1) 722.4175
Denise Duffy & Assoc., Environmental	(DBE)	(83 1) 373.4341
Tecom Design Group, Telecommunication /Security Sys	(DBE)	(510) 337.2800
Yuang Tai, Inc., Cost Estimating	(MBE)	(213) 688.1341
Fuel Solutions, Inc., Fueling		(3 10) 207.8548

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals.

Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety-(90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract; offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

STANDARD FORM (SF)  <h1 style="margin:0;">254</h1>  Architect-Engineer and Related Services Questionnaire	<b>1. Firm Name/Business Address:</b>  <div style="text-align: center;">         800 Wilshire Blvd., Suite 400        Los Angeles, California 90017     </div> <b>1a. Submittal is for <input checked="" type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office</b>	<b>2. Year Present Firm Established:</b> 1987	<b>3. Date Prepared:</b> June 4, 2003																																								
		<b>4. Specify type of ownership <i>and</i> check below, if applicable. Corporation</b>																																									
		<input type="checkbox"/> A. Small Business																																									
		<input type="checkbox"/> B. Small Disadvantage Business																																									
		<input type="checkbox"/> C. Woman-owned Business																																									
<b>5. Name of Parent Company, if any:</b>  RNL Facilities Corporation	<b>5a. Former Parent Company Name(s), if any, and Year(s) Established:</b> Rogers Nagel Langhart (1966) Rogers Nagel (1961) Langhart, McGuire & Bamgrover, Architects (1957)																																										
<b>6. Names of not more than Two Principals to Contact: Title / Telephone</b> 1) Patrick M. McKelvey, AIA, Principal                      213.955.9775 2) Katherine Diamond, FAIA, Principal                      213.955.9775																																											
<b>7. Present Offices: City / State / Telephone / No. Personnel Each Office</b> Los Angeles / California / 213.955.9775 / 20 Orange County / California / 714.641.0191 / 13 Denver / Colorado / 303.295.1717 / 87 Phoenix / Arizona / 602.212.1044 / 10		<b>7a. Total Personnel:</b> 130																																									
<b>8. Personnel by Discipline: (List each person only once, by primary function.)</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">25</td> <td style="width:20%;">Administrative</td> <td style="width:10%;">2</td> <td style="width:20%;">Electrical Engineers</td> <td style="width:10%;">62</td> <td style="width:20%;">Architects</td> <td style="width:10%;">5</td> <td style="width:15%;">Landscape Architects</td> </tr> <tr> <td>28</td> <td>Architectural Interns</td> <td>23</td> <td>Interior Designers</td> <td>3</td> <td>Architectural Programmers</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Civil Engineers</td> <td>6</td> <td>Mechanical Engineers</td> <td>1</td> <td>Controls Specialist</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Construction Inspectors</td> <td>5</td> <td>Student Interns</td> <td></td> <td></td> <td><b>130</b></td> <td><b>Total Personnel</b></td> </tr> <tr> <td>6</td> <td>Engineering Interns</td> <td>4</td> <td>Urban Designers/Planners</td> <td></td> <td></td> <td></td> <td><b>Entire A/E Firm</b></td> </tr> </table>				25	Administrative	2	Electrical Engineers	62	Architects	5	Landscape Architects	28	Architectural Interns	23	Interior Designers	3	Architectural Programmers			2	Civil Engineers	6	Mechanical Engineers	1	Controls Specialist			4	Construction Inspectors	5	Student Interns			<b>130</b>	<b>Total Personnel</b>	6	Engineering Interns	4	Urban Designers/Planners				<b>Entire A/E Firm</b>
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6	Engineering Interns	4	Urban Designers/Planners				<b>Entire A/E Firm</b>																																				
<b>9. Summary of Professional Services Fees Received: 8</b> <table style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2"></th> <th colspan="5" style="text-align: center;">Last 5 Years (most recent year first)</th> </tr> <tr> <th style="text-align: center;">2001</th> <th style="text-align: center;">2000</th> <th style="text-align: center;">1999</th> <th style="text-align: center;">1998</th> <th style="text-align: center;">1997</th> </tr> </thead> <tbody> <tr> <td>Direct Federal contract work, including overseas</td> <td style="text-align: center;">4</td> </tr> <tr> <td>All other domestic work</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">7</td> </tr> <tr> <td>All other foreign work*</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>						Last 5 Years (most recent year first)					2001	2000	1999	1998	1997	Direct Federal contract work, including overseas	4	4	4	4	4	All other domestic work	8	8	8	8	7	All other foreign work*	0	0	0	0	0	<b>Ranges of Professional Services Fees</b>  INDEX 1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to \$500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater									
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All other foreign work*	0	0	0	0	0																																						
*Firms interested in foreign work, but without such experience, check here:																																											



### 10. Profile of Firm's Project Experience, Last 5 Years

Project Type Profile Code	Number of Projects	Total Gross Fees (in thousands)	Project Type Profile Code	Number of Projects	Total Gross Fees (in thousands)	Project Type Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 072	483	6,062	12) 049	12	473	23) 113	19	72
2) 048	73	2,185	13) 082	13	383	24) 089	6	61
3) 039	61	2,050	14) 078	18	357	25) 088	4	38
4) 052	108	1,653	15) 057	6	320	26) 046	6	29
5) 084	136	1,607	16) 239	15	302	27) 027	6	13
6) 014	21	1,290	17) 010	3	256	28) 100	1	8
7) 209	26	1,187	18) 035	14	230	29) 008	2	7
8) 058	27	1,160	19) 047	8	188	30) 079	2	2
9) 270	80	1,075	20) 115	14	98	31) 053	1	2
10) 029	43	712	21) 110	9	94	32) 261	1	2
11) 017	73	664	22) 111	2	75		1,293	22,655

### 11. Project Examples, Last 5 Years

Profile Code	"P", "C", "JV", or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
301 302 039	P	1. <b>City of Chula Vista Corporate Yard, Chula Vista, CA:</b> Programming, planning and design for a 127,000 s.f. new corp. yard and transit complex, including administrative offices, maintenance facilities, warehouse, fuel and wash, and household hazardous drop off center	City of Chula Vista Public Works Division 1800 Maxwell Road Chula Vista, CA 91910	\$22,100	2002
301 302 039	P	2. <b>City of Norwalk Transportation and Public Services Facility, Norwalk, CA:</b> \$12 Million, 3.8 Acre facility including operations, shops, administration and maintenance buildings.	City of Norwalk 12737 Civic Center Drive Norwalk, CA 90650	\$12,000	2002
301 302 039	P	3. <b>City of Montebello Corporation Yard, Montebello, CA:</b> Programming, planning and architectural design for an expansion including 20,000 s.f. of buildings and an 83,000 s.f. transit parking deck, 27,000 sf Maintenance Building expansion/remodel	City of Montebello 311 South Greenwood Avenue Montebello, CA 90640	\$9,750	1997
301 302 39	P	4. <b>Santa Monica Municipal Bus Lines Fuel and Wash Facility, Santa Monica, CA:</b> Programming, planning, and design of a fuel and wash facility with LNG and CNG fuel capabilities.	Santa Monica Municipal Bus Lines 1660 Seventh Street Santa Monica, CA 90401-3389	\$11,000	2003
301 302 039	P	5. <b>City of Santa Monica Corporation Yard Master Plan and Facility Design Santa Monica, CA:</b> Master planning for a new corporation yard and design of the multi-phased implementation.	City of Santa Monica 1655 Main Street Santa Monica, CA 90401	\$50,000	2007
301 302 39	P	6. <b>Foothill Transit Irwindale Operations and Maintenance Facility, Irwindale, CA:</b> Programming, planning and design of new bus maintenance facility to include a maintenance building, administration/operations building, and a fuel and wash facility.	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	\$13,000	2002
301 302 039	P	7. <b>Foothill Transit Pomona Operations and Maintenance Facility, Pomona, CA:</b> Full programming, master planning and architectural design services for a 31,000 s.f. Maintenance Building, a 11,250 s.f. Administration/Operations Building, a Fuel Island, and Wash Building	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	\$9,685	1997

301 302 039	P	8. <b>Antelope Valley Transit Authority Operations and Maintenance Facility, Lancaster, CA:</b> Full architectural/engineering services for a 200 bus operations and maintenance facility, including administrative offices and board room.	Antelope Valley Transit Authority 1031 W. Avenue L-12 Lancaster, CA 93534	\$14,500	2003
301 302 39	P	9. <b>City of Glendale, Beeline Transit Maintenance Facility, Glendale, CA</b> Programming, master planning, architecture design of new maintenance facility, fuel and wash facility with CNG fuel capabilities.	City of Glendale 1751-1782 Gardena Ave Glendale, CA 91284	\$6,000	2004
302 039	P	10. <b>Fresno Area Express LCNG Fuel Facility, Fresno, CA</b> : Design of a new LNG/CNG fuel system for the transit agency and City fleets. Project includes code required modifications to the Maintenance Building to accommodate alternatively fueled vehicles	Fresno Area Express 2223 "G" Street Fresno, CA 93706-1600	\$6,000	2004
301 302 039	C	11. <b>City of Fremont Corporation Yard, Fremont, CA:</b> Planning, programming, schematic design, design development, for new city corporation yard, with administration, operations, and maintenance buildings.	City of Fremont Maintenance Services Division 37550 Sequoia Road Fremont, California 94537-5006	\$17,000	2003
301 302 39	C	12. <b>Placer County Maintenance Facility, Truckee, CA:</b> The architectural programming, planning and design of expansion of DPW and Tahoe Area Regional Transit's bus maintenance and operations facilities.	Placer County, Dept of Public works Tahoe Area Regional Transit (TART) Truckee, CA	\$8,070	2003
301 302 39	C	13. <b>City of Green Bay Transit Center, Green Bay, WI:</b> Programming, planning and design for a new bus maintenance and operations facility and bus transfer center.	City of Green Bay Green Bay Transit 318 South Washington Street Green Bay, Wisconsin 54301-4215	\$7,000	2001
301 302 039	C	14. <b>Sierra Vista Governmental Maintenance Center, Sierra Vista, AZ:</b> Master plan, site plan, conceptual and schematic design of a 59,300 SF, 22-acre facility.	City of Sierra Vista 1011 North Coronado Drive Sierra Vista, AZ 85635	\$6,500	2002
301 072 055	P	15. <b>City of Chula Vista Civic Center, Master Plan Chula Vista, CA:</b> Programming and planning for the renovation and expansion of the 100,000 SF Civic Center to accommodate growth of City functions. Facilities include City Hall, Council, Public Services and Community Development	City of Chula Vista 276 F Street Chula Vista, CA 91910	\$30,000	2002
301 302 039	C	16. <b>Tri Delta Transit Facility Expansion, Antioch, CA:</b> Planning, programming and schematic design for an expansion of the administration, operations and maintenance facility.	Tri Delta Transit 801 Wilbur Ave .Antioch, CA	\$3,000	2003
301 302 042	P	17. <b>Port of Long Beach Hanjin Container Terminal - Pier A, Long Beach, CA:</b> Programming and architectural design for a 40,725 s.f. Maintenance Building, a 10,145 s.f. Wash Building, and two 5,465 s.f. Roadability Buildings	Port of Long Beach 925 Harbor Plaza Long Beach, CA 90801	\$6,750	1997
301 302	P	18. <b>Foothill Transit On-Call Services for TransCenters, various locations:</b> On-call services for the design of five transfer centers varying in size and complexity for Foothill Transit bus service area.	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	varies	2002
302 039	P	19. <b>City of Commerce Transportation Services Center, Commerce, CA:</b> Full architectural design services for a 3.67 acre site including a 27,000 s.f. administration, operations and maintenance building and parking structure	City of Commerce 2535 Commerce Way Commerce, CA 90040	\$6,668	1997

301 039	P	20. <b>City of Claremont Community Services Center, Claremont, CA:</b> Programming and planning for a new Community Services Center to include administrative offices, maintenance shops, vehicle maintenance buildings, fuel island and wash facility.	City of Claremont 215 Cornell Claremont, CA	\$11,000	2002 Study completed
055 270	P	21. <b>Riverside Transit Agency Satellite Facility Analysis, Riverside, CA</b> Site selection and analysts and programming for three future bus maintenance and operations facilities	Riverside Transit Agency 1825 Third Street Riverside, CA 92507	N/A	1999
301 039	P	22. <b>Santa Monica Municipal Bus Lines Facility Expansion Master Plan, Santa Monica, CA:</b> Programming and master planning for a 55,000 s.f. Maintenance Building and 25,000 s.f. Administration/Operations Building.	Santa Monica Municipal Bus Lines 1660 Seventh Street Santa Monica, CA 90401-3389	\$30,000	1998
302 039	P	23. <b>U.C. Davis Unitrans, Davis CA:</b> Full architectural/engineering services for a bus maintenance facility expansion and remodel.	University of California - Davis Architects and Engineers One Shields Avenue Davis, CA 95616-8527	\$4,200	2003
301 302 303	P	24. <b>Riverside Transit Agency Transit Center Riverside, CA:</b> Planning and conceptual design of a 14 bus transfer center with a 300 car parking structure, a pedestrian bridge to major civic structures and ground floor pedestrian/transit oriented retail.	Riverside Transit Agency 1825 Third Street Riverside, CA 92507	\$12,000	2003
301 302 039	P	25. <b>Long Beach Transit 68th Street Operations and Maintenance Facility, Long Beach, CA:</b> Full architectural services for a 50,100 s.f. Maintenance Building, a 13,150 s.f. Operations Building, and fueling and wash facilities.	City of Long Beach Transit 1965 Anaheim Street Long Beach, CA 90801-0731	\$9,982	1998
301 302 039	P	26. <b>Long Beach Transit Anaheim Street Operations Facility, Long Beach, CA:</b> Architectural design of a 9,500 s.f. Operations Building.	City of Long Beach Transit 1965 Anaheim Street Long Beach, CA 90801-0731	\$14,500	1997
301 302 303	P	27. <b>Foothill Transit Covina Transit Plaza, Covina, CA:</b> Planning and conceptual design of an 8 bus transfer center with a 900 car parking structure, 3 story 50,000 SF mixed use retail/office building, transit oriented retail and civic plaza.	Foothill Transit 100 North Barranca Avenue, Suite 100 West Covina, CA 91791	\$10,000	2002

12. The foregoing is a statement of facts

Signature: \_\_\_\_\_ Typed Name and Title: Patrick M. McKelvey, Principal

Date:  
June 4, 2003

# CONTRACTOR DBE INFORMATION

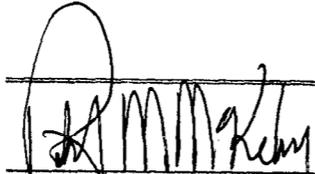
CONTRACTOR'S NAME RNL DESIGN  
 DBE GOAL FROM CONTRACT 13 %  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_

CONTRACTOR'S ADDRESS 800 WILSHIRE BLVD. STE#400 ,  
LOS ANGELES, CA 90017  
 PROPOSAL AMOUNT \$ 2,290,000  
 PROPOSAL OPENING DATE JUNE 6, 2003  
 DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE 'SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
	LANDSCAPE ARCHITECTURE	CT 027615	JONI JANECKI & ASSOC.	79,000	3.06
	GEOTECHNICAL ENGINEERING	CT 005712	HARO, KASUNICH & ASSOC.	65,000	2.84
	ENVIRONMENTAL	CT 013824	DENISE DUFFY & ASSOC.	75,000	3.27

TOTAL CLAIMED DBE PARTICIPATION \$ SEE NEXT PAGE %

  
 \_\_\_\_\_  
 SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
 DATE JUNE 3, 2003

AREA CODE/TELEPHONE (213) 955-9775

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

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

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

# CONTRACTOR INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
	<b>TELECOMMUNICATION &amp; SECURITY SYSTEMS</b>	7082	<b>TEECOM DESIGN GROUP</b>	65,000	2.84
	<b>COST ESTIMATING</b>	<b>CT 020964</b>	<b>YUANG TAI, INC.</b>	55,000	2.40
TOTAL CLAIMED DBE PARTICIPATION				\$ <u>330,000</u>	<u>14.41%</u>

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DEPARTMENT OF TRANSPORTATION  
Business Enterprise Program

PO BOX 942874 - MS 79  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-005722

HISPANIC  
MALE  
CORPORATION

--- \* CERTIFIED PROGRAMS ---  
DBE SMBE

Certifying Agency: CALTRANS  
Expiration Date: 01-01-2004  
Contact Parson: JOSEPH HARO

(831) 722-4375

Attention: JOSEPH HARO  
HARO, KASUNICH & ASSOCIATES, INC  
116 EAST LAKE AVENUE  
WATSONVILLE, C A 95076



CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

-----Port in Public View-----

--- CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE. ---

It is your responsibility to:

- Apply for Recertification on a Timely Basis.
- Review this notification for accuracy and notify Caltrans in writing within 90 days of any change in circumstances effecting your ability to meet size, disadvantage status ownership or control requirements.

-----Preferred WORK LOCATIONS-----

07 CONTRACOSTA	10 FRESNO	08 AMADOR	05 CALAVERAS
20 MADERA	21 MARXN	22 KERN	16 KINGS
27 MONTEREY	28 NAP4	35 MARIPOSA	24 MERCED
39 SAN JOAQUIN	40 SAN LUIS OBISPO	SAN BENITO	38 SAN FRANCISCO
43 SANTA CLARA	44 SANTA CRUZ	42 SAN MATEO	42 SANTA BARBARA
50 STANISLAUS	54 TULARE	48 SOLANO	49 SONOMA
		55 TUOLUMNE	

-----Preferred WORK CATEGORIES and BUSINESS Types-----

C8705 DESIGN	S	C8710 ENGINEERING	S
C8720 CIVIL ENGINEERING	S	C8722 ENVIRONMENTAL ENGINEER	S

- \* Only certified DBE's may be utilized to meet Federally funded contract goals.
- Only certified SMBE or SWBE's may be utilized to meet State funded contract goals.
- Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.

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DEPARTMENT OF TRANSPORTATION  
Business Enterprise Program

PO BOX 942874 - MS 7 9  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-027615

Certifying Agency: CALTRANS  
Expiration Date: 11-01-2003  
Contact Person: JONI L. JANECKI

CAUCASIAN  
FEMALE  
SOLE PROPRIETOR  
(831) 423-6040

--- \* CERTIFIED PROGRAMS ---  
DBE SWBE

Attuition : JONI L. JANECKI  
JONI L. JANECKI & ASSOCIATES  
303 POTRERO STREET, SUITE 16  
SANTA CRUZ, CA 95060



CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

-----Post in Public View-----

--- CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE.---

- " It is your responsibility to;
- Apply for Recertification on a Timely Basis.
  - Review this notification for accuracy and notify Caltrans in writing within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status ownership or control requirements.

-----Preferred WORK LOCATIONS-----

SW STATE WIDE

-----Preferred WORK CATEGORIES and BUSINESS Types-----

CB744 LANDSCAPE ARCHITECTS S

- \* Only certified DBE's may be utilized to meet Federally funded contract goals.
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- Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.

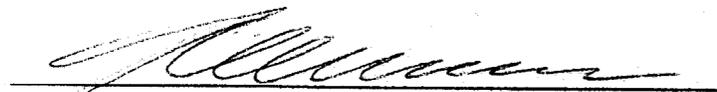
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This  
CERTIFIES THAT

<u>Tecom Design Group</u>	<u>7082</u>	<u>January 1, 2005</u>
Name	ID#	Expiration Date

IS APPROVED BY THE THE REGIONAL TRANSIT COORDINATING COUNCIL (RTCC)  
AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AS DEFINED BY U.S. DEPARTMENT OF TRANSPORTATION (DOT)  
49 CFR, PART 26, FOR THE FOLLOWING EXPERTISE/S.I.C .CODES:

Expertise Codes: 221, 222, 223

  
\_\_\_\_\_  
DBE Liaison Officer Roland Hom

San Francisco Bay Area Rapid Transit District  
Certifying Agency



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
800 Madison Street - Lake Merritt Station  
P.O. Box 12688  
Oakland, CA 94604-2688  
Telephone (510) 464-6000

March 1, 2002

Ms Cecilia Trost  
TEECOM Design Group  
1125 Atlantic Avenue, Suite 101  
Alameda, CA 94501

JOEL KELLER  
PRESIDENT

PETER W SNYDER  
VICE PRESIDENT

THOMAS F MARGRO  
GENERAL MANAGER

DIRECTORS

DAN RICHARD  
1ST DISTRICT

JOEL KELLER  
2ND DISTRICT

ROY NAKAPEGAWA  
3RD DISTRICT

CAROLE WARD ALLEN  
4TH DISTRICT

PETER W SNYDER  
5TH DISTRICT

THOMAS M RLALOCK  
6TH DISTRICT

WILLIE B KENNEDY  
7TH DISTRICT

JAMES FANG  
8TH DISTRICT

TOM RADULOVICH  
9TH DISTRICT

Dear Ms Trost:

We are pleased to advise you that after careful review of your Certification Renewal Affidavit and documentation, the San Francisco Bay Area Rapid Transit District (BART) has renewed your firm a Disadvantaged Business Enterprise (DBE) under Federal Regulations 49 CFR Part 26, as amended. Your renewal is good for **3 (three) years effective January 1, 2002 to January 1, 2005**. You will be notified prior to the renewal date, however, it is your responsibility to notify this office of any change in ownership and/or control, as well as current address and phone number prior to your renewal date.

In addition, your renewal status applies only for the Expertise Codes as shown on your Certificate (attached). Any changes or revisions to these codes must be submitted to the Office of Civil Rights for review and approval. Your firm will continue to be listed in the Regional Transit Coordinating Council (RTCC) Database. This certification will be honored by each of the agencies participating in the RTCC. Your DBE certification will, however, be subject to review at any time.

Congratulations, and thank you for your continued interest in doing business with the San Francisco Bay Area Rapid Transit District.

Sincerely,

A handwritten signature in black ink, appearing to read "Roland Horn". The signature is fluid and cursive, written over a horizontal line.

Roland Horn  
Sr. Civil Rights Officer  
Office of Civil Rights

Attachment

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DEPARTMENT OF TRANSPORTATION  
Business Enterprise Program

PO BOX 942874 - MS 79  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-013824

Certifying Agency: CALTRANS  
Expiration Date: 10-01-2005  
Contact Person: DENISE DUFFY

CAUCASIAN  
FEMALE  
SOLE PROPRIETOR  
(831) 373-4341

--- \* CERTIFIED PROGRAMS ---  
DBE SWBE

Attention: DENISE DUFFY  
DENISE DUFFY & ASSOCIATES, INC.  
947 CASS STREET SUITE 5  
MONTEREY, CA 93940

CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

-----Post in Public View-----

CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE. ---

It is your responsibility to:  
Apply for Recertification on a Timely Basis.  
Review this notification for accuracy and notify Caltrans in writing of any necessary changes.

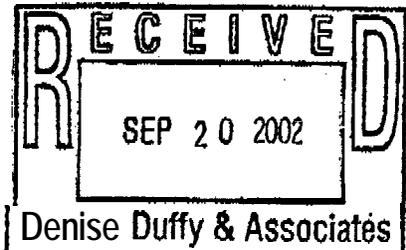
-----Preferred WORK LOCATIONS-----

CF CENTURY FREEWAY SW STATE WIDE

-----Preferred WORK CATEGORIES and BUSINESS Types-----

- C8700 CONSULTANT C8707 FEASIBILITY STUDIES S  
C8722 ENVIRONMENTAL ENGINEER 3 J9510 ENVIRONMENTAL QUALITY S

\* Only certified DBE's may be utilized to meet Federally funded contract goals.  
Only certified SMBE or SWBE's may be utilized to meet State funded contract goals.  
Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.



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Business Enterprise Program

PO BOX 942074 MS 79  
SACRAMENTO, CA 94274-0001  
(916) 227-9599

CALTRANS

Certification Number: CT-020964

Certifying Agency: CALTRANS  
Expiration Date: 12-01-2003  
Contact Person; YUANG HSIEH

ASIAN-PACIFIC  
MALE  
CORPORATION

(626) 836-3679

--- \* CERTIFIED PROGRAMS ---  
DBE SMBE

Attention: YUANG HSIEH  
YUANG TAI, INC  
1331 OAKLAWN ROAD  
ARCADIA, CA 91006



CERTIFICATION MANAGER, BUSINESS ENTERPRISE PROGRAM

----Post in Public View-----

CERTIFICATION MUST BE RENEWED 120 DAYS PRIOR TO EXPIRATION DATE.---

It is your responsibility to:

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- Review this notification for accuracy and notify Caltrans in writing within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status ownership or control requirements.

-----Preferred WORK LOCATIONS-----

CF CENTURY FREEWAY SW STATE WIDE

-----Preferred WORK CATEGORIES and BUSINESS Types-----

700 CONSULTANT S C8702 MANAGEMENT INFORMATION SY S  
170 CONSTRUCTION MANAGEMENT S

- \* Only certified DBE's may be utilized to meet Federally funded contract goals.
- Only certified SMBE or SWBE's may be utilized to meet State funded contract goals.
- Only certified CFMBE or CFWBE's may be utilized to meet Century Freeway contract goals.

# general qualifications

## section 4



### a. INTRODUCTION

Founded in 1956, RNL is an architecture, interior design, engineering and planning firm with offices in Los Angeles, Costa Mesa, Phoenix and Denver. In the early 80's, RNL began to focus on the transit operations, administration and maintenance facilities, with special emphasis on the functional and operational aspects of these facilities. We have planned and designed projects throughout the states of California, Colorado, Arizona, Wyoming, Utah Michigan and Wisconsin, to include: City of Chula Vista Corporate Yard and Transit Facility, Chula Vista, CA; City of Norwalk Transportation and Public Service Facility, Norwalk, CA; Antelope Valley Transit Authority, Lancaster, CA; Foothill Transit Pomona Operations and Maintenance Facility, Pomona, CA; Foothill Transit Irwindale Operations & Maintenance Facility in Irwindale, CA; Santa Monica's Big Blue Bus LNG/CNG Fuel and Wash Facility, Santa Monica, CA; Santa Monica Corporation Yard Master Plan, Santa Monica, CA and Montebello Transportation/Corporation Yard Expansion/ Montebello, CA These projects have included urban planning, programming, master planning, schematic design, design development, architecture, landscape architecture, interior design, and full engineering, This in-depth experience has given us the expertise required for the successful planning, programming and design of the full spectrum of transit operations and maintenance facility projects.



### b. SUB CONSULTANT SERVICES

The RNL Team includes firms with the experience and commitment to bring the SCMTD MetroBase Facility through each step of the design and construction process to assure the successful completion of the project. The following is a brief description of each team member and their capabilities and responsibilities for the SCMTD project.

Maintenance Design Group - Maintenance Equipment Process Piping Consulting

Maintenance Design Group (MDG) is a professional consulting firm, which specializes in the planning and design of transit, public works, utility, school, and governmental operating and maintenance facilities. The firm, established in May 1995 and is located in Denver, Colorado, and Houston, TX. MDG provides specialized services throughout the facility planning and design process, which are critical in enabling clients to achieve their operational goals.

MDG will be responsible for vehicle maintenance functional and operational issues, maintenance equipment selection, layout and specification, process piping systems, conventional fuel systems, interfacing with the design team and assisting with the coordination of all maintenance systems.



Carter & Burgess - Mechanical/Electrical /Plumbing/ Fire Protection Engineering

Carter & Burgess' experience with public sector projects includes municipal/county facilities, transit stations and transit maintenance facilities that require a unique blend of functional elements with engineered systems.



# general qualifications

## section 4.



Projects such as these gain their identity from sensitive use of design, while their functionality, which cannot be compromised, is inherent in electrical, mechanical, communication, security, fire protection and other engineered systems.

Carter & Burgess will be responsible for all mechanical, electrical, plumbing and fire protection engineering services.

Our Core Design Team has a long history of programming, planning and design operations and maintenance facility projects. RNL & MDG have collaborated on more than 40 projects, including 12 with Carter & Burgess. Our most recent experience as a Team with government and public agencies includes projects listed in the following table. For additional details, please see section 5.

Project /Location	RNL	MDG	C&B
City of Chula Vista Corporate Yard, Chula Vista, CA	✍	✍	✍
Tri Delta Transit Facility Expansion, Antioch, CA	✍	✍	✍
City Claremont Community Services Center, Claremont, CA	✍	✍	
City of Fremont Corporation Yard, Fremont, CA	✍	✍	
City of Montebello Corporation Yard, Montebello, CA	✍	✍	
Foothill Transit - Pomona Operations & Maintenance Facility, Pomona, CA	✍	✍	
Foothill Transit - Irwindale Operations & Maintenance Facility, Irwindale, CA	✍	✍	
City of Norwalk Transportation & Public Services Facility, Norwalk, CA	✍	✍	
Antelope Valley Transit Operations & Maintenance Facility, Lancaster, CA	✍	✍	
Long Beach Transit 68th Street Operations & Maintenance Facility, Long Beach, CA	✍	✍	
Riverside Transit Perris Operations & Maintenance Facility, Riverside, CA	✍	✍	✍
Sacramento RT Bus Maintenance Facility Study, Sacramento, CA	✍	✍	
Slobus Bus Washer, San Luis Obispo, CA	✍	✍	
City of Santa Monica Corporate Yard, Santa Monica, CA	✍	✍	
SMBBB Fuel/Wash Facility, Santa Monica, CA	✍	✍	✍
Placer County Maintenance Facility, Truckee, CA	✍	✍	✍
Cajon Valley Union School District Facility, El Cajon, CA	✍	✍	
Siskiyou County Public Works Facility, Yreka, CA	✍	✍	
Sweetwater Union School District Corporate Yard, Chula Vista, CA	✍	✍	
Vehicle Wash Facility Design, Arvada, CO		✍	✍
City-Wide Facilities Master Plan, Aurora, CO	✍	✍	
Mesa Transit Operations & Maintenance Facility, Mesa, AZ	✍	✍	
Swift Gulch Public Works Facility, Avon, CO	✍	✍	✍
Beaver Creek Village Operations Facility, Beaver Creek, CO	✍	✍	
Metropolitan Districts Operations Facility, Beaver Creek, CO	✍	✍	✍
Green Bay Transit Operations & Maintenance Facility, Green Bay, WI	✍	✍	
Eagle County Maintenance Service Center, Eagle, CO	✍	✍	✍
Jefferson County & School District Joint Facility, Golden, CO	✍	✍	✍
Maintenance Shops, Winter Park, CO	✍	✍	✍
Governmental Maintenance Center, Sierra Vista, AZ	✍	✍	✍

# general qualifications

## section 4.



### Mesiti Miller Engineering - Civil /Structural Engineering and Surveying

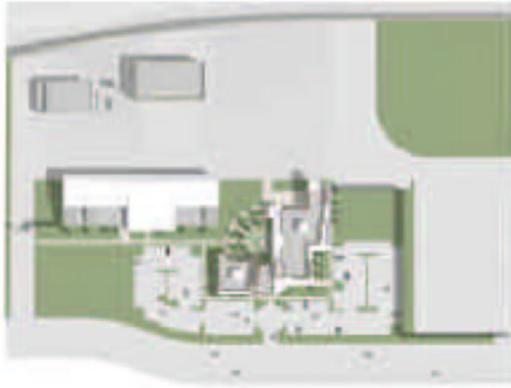
Mesiti-Miller Engineering was established in 1987 and incorporated in 1994 to provide professional civil and structural engineering services to both private and public sector clients in the central California area. MME's clients include architects, owners, developers, contractors, members of the general public, cities, counties and other municipal entities. The practice is generally directed toward the structural design of buildings, along with the civil design of associated site improvements, such as grading and drainage, parking facilities, street improvements, water and sewer systems and utility service extensions. MME is based in Santa Cruz, CA.

MME will provide all civil, structural and surveying services for this project.

### Joni L. Janecki & Associates - Landscape Architect (WBE)

Joni L. Janecki & Associates was established in Santa Cruz in 1991. Since that time, the firm has worked on several projects with both Caltrans and the City of Santa Cruz. Joni L. Janecki & Associates has a close relations with the Santa Cruz community and actively integrates the site conditions project program, client needs and the community with the natural environment on each project. Joni. L. Janecki & Associates is a Caltrans certified WBE.

Joni L. Janecki & Associates will provide all landscape architecture associated with the Metro Base project.



### Haro, Kasunich & Associates - Geotechnical Engineering & Soils Testing(MBE)

Haro, Kasunich & Associates has worked in the Santa Cruz area for more than 20 years. Their experience encompasses transportation and bridges in the Santa Cruz area, such as the Soquel Avenue Bridge and the Water Street Bridge. HKA has a staff of 18 who experience in their field prepared to conduct evaluations of slope and foundation stability, pavement, and soil treatment. HKA is a Caltrans certified MBE.

HKA will provide all geotechnical investigations and reports.

### Fuel Solutions - L/CNG Engineering

Fuel Solutions, Inc. is a consulting, project management and engineering firm, serving public- and private-sector vehicle fleet operators. The company's mission is to furnish its customers with management, consulting, engineering and design services that optimize the development and use of Alternate Fuel Vehicles (AFVs) in their fleets. Fuel Solutions provides objective, usable, cost-effective and environmentally responsible alternate fuel solutions. Fuel Solutions prepares design and energy of ENG, LNG and LCNG fuel systems. Fuel Solutions will provide all the L/CNG fuel systems design, engineering and specifications.



# general qualifications

## section 4.



### Denise Duffy & Associates, Inc.- Environmental Engineering (WBE)

Denise Duffy & Associates, Inc. (DD&A) offers professional environmental consulting services to local, regional and state agencies, public institutions, private land owners, corporations, and developers. As a land use planning and environmental consulting firm, DD&A provides services in site planning, management of development projects and proposals, governmental studies, environmental impact and constraints assessments, and contract planning services. DD&A has been in business for 20 years and is qualified in all phases of project development and plan implementation, particularly the preparation of environmental documentation in compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

DD&A will be providing the environmental consulting services for this project, including any traffic, acoustical or hazardous materials testing services. .

### Yuang Tai, Inc. - Cost Estimating (MBE)

Yuang Tai, Inc. (YTI), founded in 1993, was established to supplement a need for professional cost estimating. YTI is certified as a MBE with the City of Los Angeles. The firm has a team of eight individuals with a successful track record of working together as a team of estimators. YTI has access to extensive related empirical cost data that is put to use effectively on the projects we get involved with. YTI's key responsibility during estimating efforts, is to keep the project team informed of the cost impact of each decision, and to focus all parties involved on the overall cost status of the project.

Yuang Tai will provide all cost estimating for this project.



### TEECOM Design Group - Telecommunications / Security (DBE)

TEECOM Design Group is a consulting and design engineering firm specializing in facilities-based telecommunications and security systems. TEECOM offers a complete range of telecommunications and security engineering and design services, from concept development through construction document preparation and construction administration. TEECOM also offer peer review, problem solving and long-range planning services for retrofit, adaptive re-use and new construction projects.

TEECOM will be providing the Telecommunications and Security expertise for this project.

# general qualifications

## section 4.



### C. CURRENT PERMANENT STAFF SIZE

RNL offers clients a continuum of design services, including programming, feasibility studies, urban design and planning, architecture, interior design, landscape architecture and mechanical, electrical and plumbing engineering.

Our integrated approach to planning and design gives our clients well planned, functional, cost effective facilities designed around the operational needs of the users and stakeholders.

Since 1988, when the Los Angeles office was established, the staff has grown to more than 20 employees capable of completing all design work in-house in our Los Angeles office, with a total of 134 employees firm wide. In the past five years, RNL has grown from a staff of 15 to a staff of 20 persons in the Los Angeles office. The following operations and maintenance facilities have been designed by the Los Angeles office of RNL.

Chula Vista Corporation Yard & Transit Facility	\$22.1 Million
Santa Monica's Big Blue Bus LNG/CNG Fuel & Wash Facility	\$11.0 Million
Santa Monica Corporation Yard Master Plan	\$45.0 Million
Norwalk Transportation & Public Service Facility	\$12.0 Million
Foothill Transit - Irwindale Operations & Maintenance Facility	\$13.0 Million
Foothill Transit Pomona Operations & Maintenance Facility	\$9.68 Million
Montebello Transportation/Corporation Yard Expansion	\$9.75 Million
Antelope Valley Transit Authority	\$14.5 Million

# project qualifications

## section 5.



a. Summary of Work: Chula Vista Public Works Department relocated to a 16-acre site formerly occupied by San Diego Gas and Electric.

RNL provided Chula Vista with a new corporate yard by remodeling and adding onto existing structures, as well as constructing new facilities and parking. The entire project was a \$22.1 million multi-phase project. The design phase began in March 1999, construction began September 2000, and occupancy occurred in April 2002.

The project consisted of a complete remodel of the existing Administration Building and an addition for various City departments. The Shops Building included an addition to and remodel of another existing building. The City's Warehouse Facility was housed in a remodeled existing structure. The City's Fleet and Chula Vista Transit



### Chula Vista Corporation Yard & Transit Facility

<b>b. Project Cost</b>	\$22.1 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1999 - 2002
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Dave Byers Director of Public Works - Operations
<b>Tel #</b>	619. 397.6055
<b>f. Energy Efficiency Measure:</b>	Extensive use of daylighting, energy efficient light fixtures, HVAC equipment, light reflecting roof systems.
<b>g. Phased Conditions:</b>	Construction phased to bring Admin/ Ops and Shops space on line to accommodate moving out of existing space.
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	Adaptation and reuse of 25,000 S.F. office building & 10,000 S.F. warehouse Building
<b>i. Work Around:</b>	Work around existing buildings and operations during construction.

Fleet are maintained in a new state-of-the-art Vehicle Maintenance Building, with the capability to accommodate CNG



fueled vehicles. A new fuel island for diesel, unleaded, and CNG was constructed as well as a public fleet CNG fueling station. Vehicle washing capability was accommodated in a 3-bay vehicle Wash Building. To assist the neighboring community, a household hazardous waste drop-off center was included in the Corporation Yard facility.

In the future, adjacent property may be acquired by the City for a new transit operations and bus parking facility.

# project qualifications

## section 5.



a. Summary of Work: RNL was awarded the contract to design the replacement and expansion of the existing Transportation and Public Services facility for the City of Norwalk. The existing buildings were raised and replaced with larger, updated facilities to house both the Transportation and Public Services departments. In order to maintain operations while completing construction of the facility, the project required a multi-phased work around. The design entailed a 40-bus operations,



### City of Norwalk Transportation and Public Services Facility

<b>b. Project Cost</b>	\$11.0 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1999 - 2002
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	James Parker Director
<b>Tel #</b>	562.929.5533
<b>f. Energy Efficiency Measures:</b>	Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.
<b>g. Phased Construction:</b>	Multi-phased construction to work around the need to keep the Maintenance Building operational.
<b>h. Adaptation &amp; Reuse of Existing Facilities</b>	None
<b>i. Work Around:</b>	Work around required to keep Vehicle Maintenance Building Operational until new Maintenance Building constructed.



maintenance and administration building for the Department of Transportation as well as operations space, shops and administration structure for the

Department of Public Services.

The facility includes a 3-story, 20,600 S.F. Administration Building, a 15,700 S.F. Maintenance Building, a 31,300 S.F. Public Services Building, and a 98 car parking structure.



# project qualifications

## section 5.



a. Summary of Work: RNL's design of the Phase I project was a 15,000 S.F. two-story administration building, which was attached at the lowest level to a two-story 154,000 S.F. parking structure. The lower level of parking structure provided space for 150 employee vehicles, while the upper level was designed to store 69 transit buses plus a 4,500 S.F. fueling and wash facility.



### Montebello Corporate Yard

<b>b. Project Cost</b>	\$9.75 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1995 - 1997
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	<b>Allan Pollock, Director</b>
<b>Tel #</b>	<b>323.887.4606</b>
<b>f. Energy Efficiency Measures:</b>	Multi-phased construction to work around the need to keep the Maintenance Building operational.
<b>g. Phased Construction:</b>	Project was completed in two phases to accommodate existing buildings.
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	Expanded and remodeled existing Vehicle Maintenance Building and Warehouse.
<b>i. Work Around:</b>	Work around required to keep Vehicle Maintenance and Warehouse operational throughout construction.

Phase II consisted of the remodel of the City's vehicle maintenance facility and an addition totaling more than 27,000 S.F. The exterior design of both administration building and parking structure was designed to tie the new facilities together; both visually and sensitive to the adjoining residential neighborhood.



# project qualifications

## section 5.



a. Summary of Work: RNL was commissioned by the City of Santa Monica to program and master plan the proposed facility expansion of their municipal bus lines site. Santa Monica's Big Blue Bus (SMBBB) has planned to expand their fleet from 155 to 200 buses over a five-year period, as well as to convert the fleet to alternatively fueled vehicles.

The first of five implementation phases included in the master plan is the construction of a LNG/CNG fuel and wash facility, which would accommodate for the planned fleet changes. This state of the art fueling facility will provide the SMBBB and the City of Santa Monica an economical and effective way to operate clean air buses and fleet vehicles from this location.

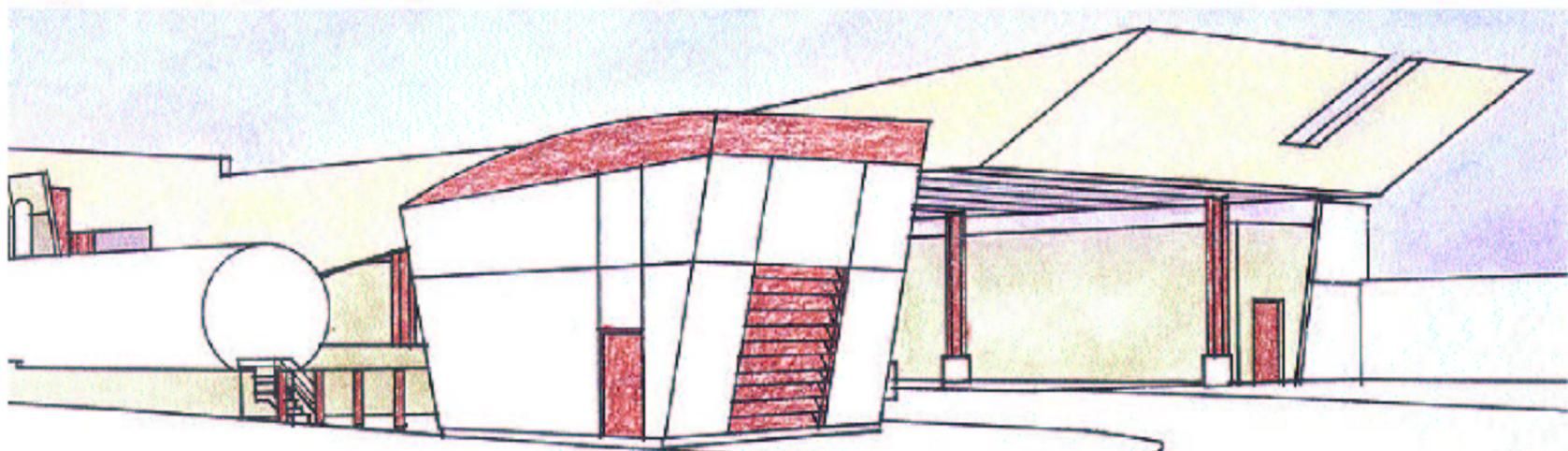
Approximately 14,000 S.F. of canopy covers the LNG/CNG fuel and wash islands, which are adjacent to a 3,700 S.F. staff building. The LNG fueling system will be utilized to fuel the entire bus fleet. The CNG fueling system will be utilized to fuel the SMBBB support vehicles and other City Fleet vehicles. The construction budget for the project, including LNG/CNG storage and

### Santa Monica's Big Blue Bus LNG/CNG Fuel & Wash Facility

<b>b. Project Cost</b>	\$11.0 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	2001 - 2003
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Dave Britton Project Manager
<b>Tel #</b>	310.458.8979
<b>f. Energy Efficiency Measures:</b>	Alternative fuel generator
<b>g. Phased Construction:</b>	The LNG/CNG was constructed as the 1st phase of a multi-phased re-development of the existing site.
<b>h. Adaptation &amp; Reuse of Existing Facilities</b>	None
<b>i. Work Around:</b>	Work around required to keep the existing Vehicle Maintenance Facility and Operations Building operational during construction.

dispensing system, is an estimated \$11,000,000.

Visually, the design of the Fuel and Wash Facility is simple and dynamic, expressing movement of vehicles through the complex. From a distance the structure expresses this movement through the use of large metal panel profile shapes, while close up, the contemporary detailing becomes evident. The polychromatic use of materials and shapes begins to set the stage for the future phases of the Master Plan.



# project qualifications

## section 5.



a. Summary of Work: Santa Monica commissioned RNL Design to develop a facility needs program and a redevelopment master plan of the City's Corporate Yard. The space needs of the users for the next 30 years included: Solid Waste Public Facilities, Maintenance, Fleet Maintenance, Water and Wastewater, Parks, and Fire Departments. Following the programming effort, RNL assessed the existing facilities to determine what buildings, if any, could continue to accommodate the needs of the Corporate Yard.

RNL Design then conducted a charrette session with all stakeholders to develop alternative solutions to the facility needs. Consensus was achieved by the planning team for a preferred design, which was then analyzed for phasing, budgeting, and schedule input.

The first phase of the development will involve the construction of a new 35,000 S.F. Solid Waste Transfer



### Santa Monica Corporate Yard

<b>b. Project Cost</b>	\$45.0 Million
<b>Firm's% Responsibility</b>	100%
<b>c. Timeline</b>	2001 - 2007
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Lorrie Brown Project Manager
<b>Tel #</b>	310.458.8724
<b>f. Energy Efficiency Savings:</b> Project to be designed at a LEED certified level including photovoltaics, energy efficient fixtures, etc.	
<b>g. Phased Construction:</b> Three phase development to work around existing buildings.	
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b> None	
<b>i. Work Around:</b> Multi-phased implementation in order to work around existing buildings and maintain operations.	

Station and associated recycling/diversion areas. Phase II includes construction of the shops, fleet maintenance, vehicle wash and fire training functions. The third phase constructs the administration building, parking structure and fleet fueling facilities.

The redevelopment of the Santa Monica Corporate Yard will provide the City with state of the art corporate yard facilities for the next 30 years.

The implementation of the project will require three phases in order to work around existing operations.



# project qualifications

## section 5.



a. Summary of Work: Foothill Transit commissioned RNL to plan and design its second Maintenance and Operations Facility in Irwindale. The Irwindale facility was planned to save the transit agency significant cost over the life of both facilities. The RNL team worked closely with Foothill transit staff to incorporate "lessons learned" from the Pomona facility, to include additional operational improvements in the design of the Irwindale facility. This- state - of - the - art maintenance and operations facility is designed to accommodate a 156 bus fleet, including the future capability of CNG fueled vehicles.



### Foothill Transit Irwindale Maintenance & Operations Facility

<b>b. Project Cost</b>	\$13.0 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	2002
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Julie Austin Executive Director
<b>Tel #</b>	626.967.2274
<b>f. Energy Efficiency Savings:</b>	Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.
<b>g. Phased Construction:</b>	None
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	None
<b>i. Work Around:</b>	None

The design is in a style reminiscent of Spanish Mission architecture, which is common in the Irwindale area. The exterior design of stucco, metal roof tiles and a landscape trellis is provided throughout the interior of the Administration/Operations building and employee patio.



# project qualifications

## section 5.



a. Summary of Work: Foothill Transit's first new facility houses the operations and maintenance activities of a 150 bus fleet, the first of two such facilities required by Foothill Transit over a five year period.

The project has several unique challenges. An accelerated design and construction schedule and stipulations on the FTA funding required a total project delivery schedule of 13 months. The on-site design process utilized by RNL was ideal for this project. In one week, the RNL team of architects and engineers were able to establish the concept design for the building and its systems, gain client consensus and approval of the concept, and move forward directly into design development. This on-site design process saved several months from the normal design process. An additional challenge was to develop a construction bidding strategy that would accommodate contractor bidding before completion of the construction documents. The RNL team developed a unit cost bid form with over 1,100 units, which allowed contractors to bid the project from design development documents.



### Foothill Transit Pomona Operations & Maintenance Facility

<b>b. Project Cost</b>	\$9.68 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	1996 - 1997
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost</b>	Yes
<b>e. Client Name, Title</b>	Julie Austin Executive Directors
<b>Tel #</b>	626.967.2274

**f. Energy Efficiency Savings:** Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.

**g. Phased Construction:**  
None

**h. Adaptation & Reuse of Existing Facilities:**  
None

**i. Work Around:**  
None

The exterior of the building was designed to reflect the Foothill Transit image and logo. The maintenance building is steel framed with site cast concrete panels using an exposed aggregate finish. Metal panel and glass block elements provide protection for mechanical equipment, while allowing daylight to enter the maintenance areas.



# project qualifications

## section 5.



a. Summary of Work: RNL was commissioned by the Antelope Valley Transit Authority (AVTA) to plan and design their new 200 bus operations and maintenance facility, which will also include AVTA's administrative offices and boardroom. The Antelope Valley is one of Los Angeles County's fastest growing areas. To keep pace with this growth, AVTA has planned fleet expansion from the current 75 buses, to more than 180 buses by 2020. To accommodate the fleet expansion, AVTA will construct an 18,000 S.F. of Administration/Operations Building, a 29,000 S.F. Maintenance Building, and Fuel/Wash facilities on a 14.4-acre site in Phase I. Phase II will accommodate the fleet expansion from 120 to 180 buses by adding the maintenance bays and bus parking.

The proposed facility design is compatible with the high desert climate of the Antelope Valley, while representing



### Antelope Valley Transit Authority Administration, Operations and Maintenance Facility

<b>b. Project Cost</b>	\$14.5 Million
<b>Firm's % Responsibility</b>	100%
<b>c. Timeline</b>	2002 -2003
<b>d. Adherence to Schedule</b>	Yes
<b>Budget</b>	Yes
<b>Cost s</b>	Yes
<b>e. Client Name, Title</b>	Bill Budlong Executive Director
<b>Tel #</b>	661. 726.2616
<b>f. Energy Efficiency Savings:</b>	Extensive use of daylighting, energy efficient light fixtures and HVAC equipment.
<b>g. Phased Construction:</b>	None
<b>h. Adaptation &amp; Reuse of Existing Facilities:</b>	None
<b>i. Work Around:</b>	None



AVTA's image as an efficient, safe and effective provider of transit services. In keeping with RNL Design's commitment to energy conservation and sustainable design, glazing from direct sun exposure and the use of natural daylight will augment lighting of interior spaces. Landscape areas will be low maintenance, low water consumption, drought tolerant and use native plant materials, which currently exist in the local area.



## project qualifications

### section 5.

#### **J. RECORD OF PROFESSIONAL LIABILITY**

RNL and its parent company, RNL Facilities Corporation, have not been involved in any litigation regarding errors and omissions or professional liability in the past six years. RNL has maintained a successful track record of high quality service, however, as is the case in virtually every project, there are issues that need resolution. We have successfully stood behind our work and have settled to the satisfaction of all parties any concerns regarding the project.

The following is one claim that has arisen since 1997.

Project: Palace Lofts, Denver, Colorado

Responsibility: RNL was Architect of Record. A claim was made by a condo owner for excessive elevator noise. The elevators were not designed by RNL Design.

Relationship to Claimant: None

Ultimate Disposition of Claim: The Developer, Contractor, Elevator Sub Contractor and RNL negotiated a settlement of repairs to cover the cost.

References: Tyrone Holt, Esquire

Tel: # 303.623.2700



# project understanding

## section 6.

### Understanding of the Project

Santa Cruz Metropolitan Transit District (SCMTD) operates a the fixed route service for Santa Cruz County, utilizing a fleet of 103 buses on 40 routes, and an on-demand service utilizing outside contracted services. The District operates from numerous facilities and therefore suffers from operational inefficiencies due to these multiple sites. Therefore, SCMTD, over the past several years, has moved forward to plan for and gain Board support for consolidating and expanding the Operations and Maintenance Facilities of the District.

SCMTD currently operates from eight (8) locations in the Harvey West area of the City of Santa Cruz, California. See Figure 3.0-5 from the Denise Duffy & Associates, Inc. EIR dated February 7, 2003 for the locations of the District's facilities. The District also owns a facility in Watsonville, California, which has not been utilized since 1989 due to damage incurred in the Loma Prieta Earthquake. It is readily apparent that significant operational inefficiencies are caused by multiple locations and the relatively small size of each location. Certain efficiencies could be gained by consolidation of operations and maintenance activities to fewer, larger parcels of land, thereby minimizing travel time and deadhead costs between sites, the inefficiencies of shuffling buses to perform servicing and fueling activities and numerous related staff and operational issues.



## project understanding

### section 6.



The new SCMTD Operations and Maintenance Facilities will be located on an expansion of the sites at 120 & 138 Golf Club Drive and 1200 River Street. The Golf Club Drive site will continue to accommodate maintenance functions by the acquisition of the Surf City Produce site and the redevelopment of the site for a new maintenance building, bus parking and renovation of the existing maintenance building.

The River Street site will also be expanded by the acquisition of the Tool Shed property for the development of a new LCNG fuel system (with diesel fuel capability), new bus wash facility, expansion of the Operations Building and reconfigured and expanded bus and employee parking.

The Operations and Maintenance Facilities will need to be designed to accommodate the 98 bus fleet (roll out fleet) including all supporting functions, while allowing for future expansion for the long term needs. A Phase 2 development is planned by the District to accommodate the future bus fleet expansion to 175 buses. A project budget of \$20M has been established by the District.

The facility will be planned and designed as a state-of-the-art operations and maintenance facility incorporating the latest technology and best business practices, including sustainability, environmental sensitivity and energy efficiency building methods. It is the desire of the RNL that the District consider achieving a LEED Certified rating for the project.

- The RNL Architectural/Engineering Team will work in concert with the SCMTD Project Manager and Construction Manager to confirm the space needs program, develop the design and construction documents, assist in soliciting construction proposals, and work with the District, CM and Contractor to construct the project. Services to be provided will include:
  - Up-date space needs program requirements with all of the user groups.
  - Provide site master plan/concept design services, for Phase 1 and Phase 2, to prepare the Site Master Plan, develop conceptual building layouts and Determine alternative fuel type and system requirements.
  - Prepare Preliminary Design for Phase 1 and 2 of the project based on the space needs program and District user input and direction.
  - Refine site layout and coordinate with City review agencies to confirm compliance with current regulations for parking, grading, storm drainage/retention, landscaping, and paving.
  - Present Master Plan and Preliminary Design to the District Board for project approval.
  - Prepare Final Design documents, including design development and final construction documents, for the Phase 1 scope, for use in soliciting construction proposals; package to include complete Maintenance Equipment Manual for all equipment, tools, and accessories needed for the proposed Transit maintenance activities.

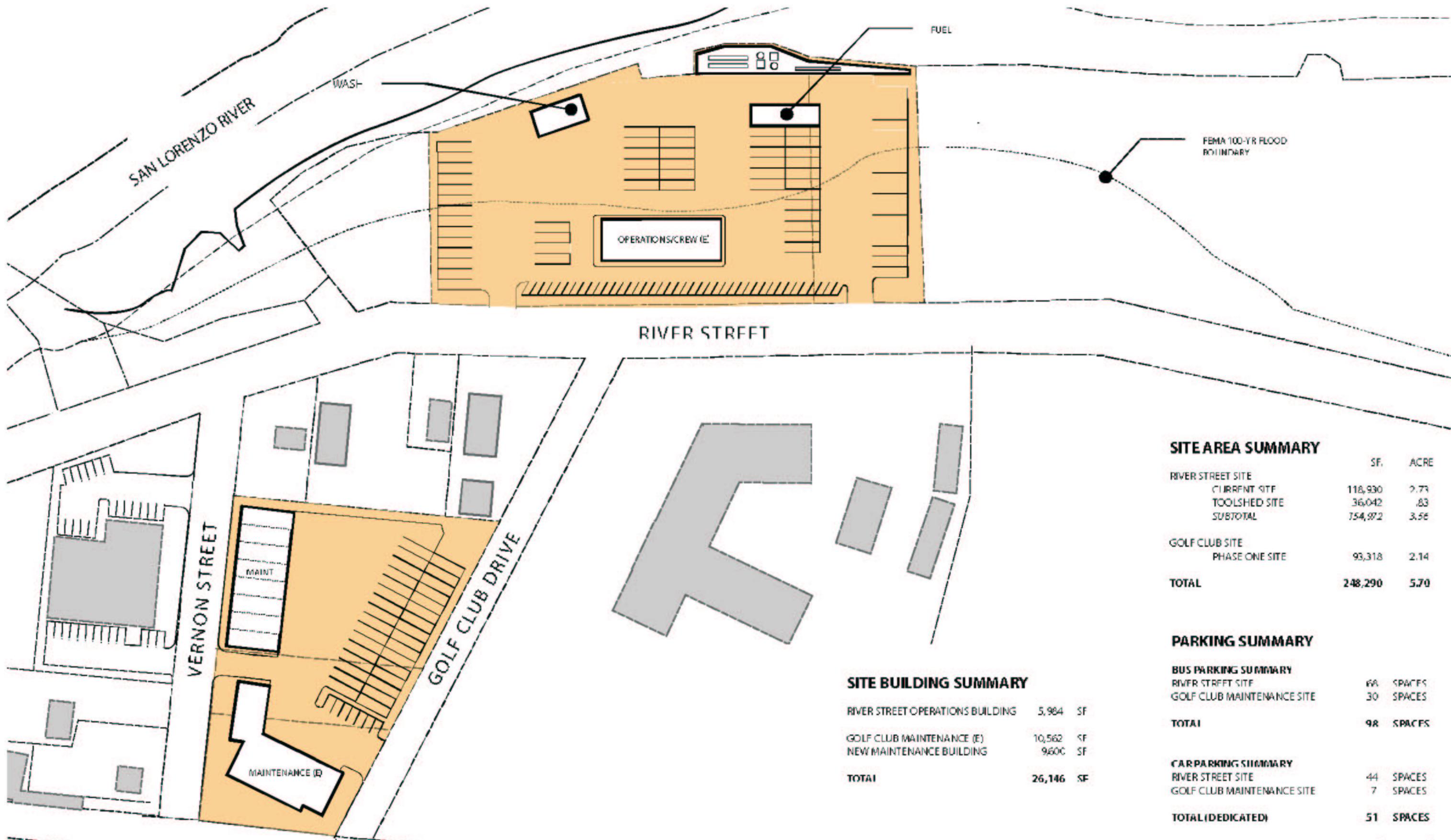


## project understanding

### section 6.

- Facilitate review and approval of construction drawings and specifications by all required agencies for building permits for construction.
- Provide Construction Phase Administration services and assist the District and CM in verification of compliance with approved drawings and specifications.
- Prepare Operations and Maintenance Manual and Record Drawings documentation for SCMTD, based on information provided by contractors and Maintenance Equipment Manual prepared as part of Design Package





**SITE AREA SUMMARY**

	SF.	ACRE
<b>RIVER STREET SITE</b>		
CURRENT SITE	118,930	2.73
TOOLSHED SITE	36,042	.83
SUBTOTAL	154,972	3.56
<b>GOLF CLUB SITE</b>		
PHASE ONE SITE	93,318	2.14
<b>TOTAL</b>	<b>248,290</b>	<b>5.70</b>

**SITE BUILDING SUMMARY**

RIVER STREET OPERATIONS BUILDING	5,984	SF
GOLF CLUB MAINTENANCE (E)	10,562	SF
NEW MAINTENANCE BUILDING	9,600	SF
<b>TOTAL</b>	<b>26,146</b>	<b>SF</b>

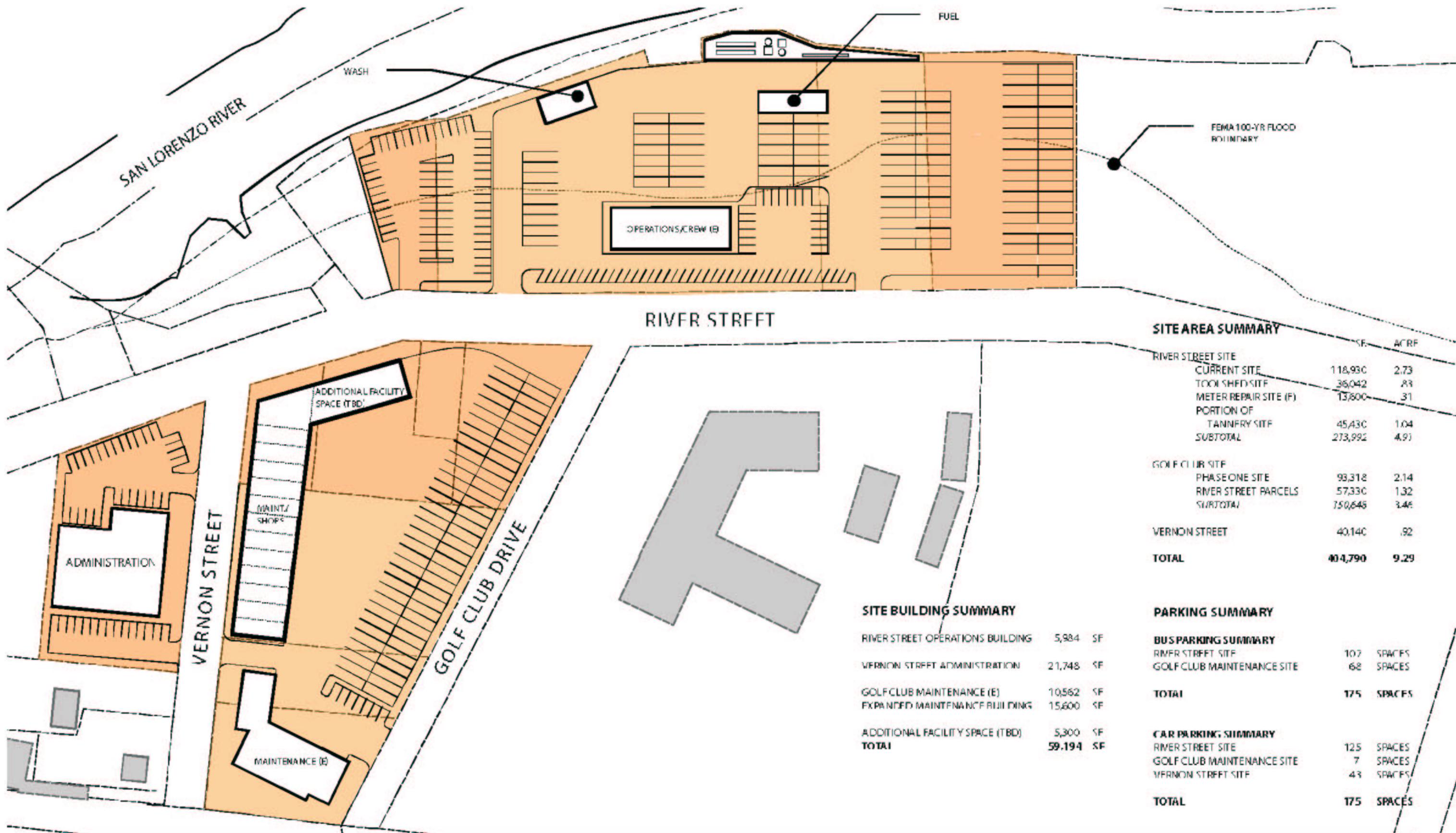
**PARKING SUMMARY**

<b>BUS PARKING SUMMARY</b>		
RIVER STREET SITE	68	SPACES
GOLF CLUB MAINTENANCE SITE	30	SPACES
<b>TOTAL</b>	<b>98</b>	<b>SPACES</b>
<b>CAR PARKING SUMMARY</b>		
RIVER STREET SITE	44	SPACES
GOLF CLUB MAINTENANCE SITE	7	SPACES
<b>TOTAL (DEDICATED)</b>	<b>51</b>	<b>SPACES</b>



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**SITE AREA SUMMARY**

	SF	ACRF
RIVER STREET SITE		
CURRENT SITE	118,930	2.73
TOOL SHED SITE	36,042	.83
METER REPAIR SITE (F)	13,800	.31
PORTION OF TANNERY SITE	45,430	1.04
SUBTOTAL	214,202	4.91
GOLF CLUB SITE		
PHASE ONE SITE	93,318	2.14
RIVER STREET PARCELS (SUBTOTAL)	57,330	1.32
SUBTOTAL	150,648	3.46
VERNON STREET	40,140	.92
<b>TOTAL</b>	<b>404,790</b>	<b>9.29</b>

**SITE BUILDING SUMMARY**

RIVER STREET OPERATIONS BUILDING	5,984	SF
VERNON STREET ADMINISTRATION	21,748	SF
GOLF CLUB MAINTENANCE (E)	10,562	SF
EXPANDED MAINTENANCE BUILDING	15,600	SF
ADDITIONAL FACILITY SPACE (TBD)	5,300	SF
<b>TOTAL</b>	<b>59,194</b>	<b>SF</b>

**PARKING SUMMARY**

**BUS PARKING SUMMARY**

RIVER STREET SITE	107	SPACES
GOLF CLUB MAINTENANCE SITE	68	SPACES
<b>TOTAL</b>	<b>175</b>	<b>SPACES</b>

**CAR PARKING SUMMARY**

RIVER STREET SITE	125	SPACES
GOLF CLUB MAINTENANCE SITE	7	SPACES
VERNON STREET SITE	43	SPACES
<b>TOTAL</b>	<b>175</b>	<b>SPACES</b>

# project understanding

## section 6.

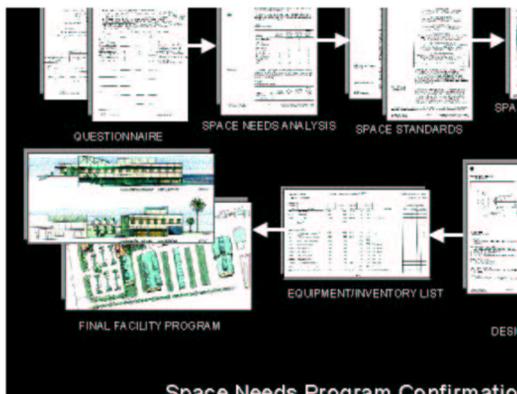


### Management Approach

RNL Design organizes our architects, planners and engineering consultants utilizing a "project team" approach. This project team operates under the direct supervision and management of our Project Manager, Chuck Boxwell, and Project Principal, Pat McKelvey. Mr. Boxwell has direct responsibility to the District Project Manager, thereby eliminating unnecessary layers of management and associated costs. Chuck will typically conduct biweekly progress meetings with his clients and will be in regular communication via telephone, fax and email to facilitate the exchange of information. Mr. Boxwell manages his projects with a "hands-on" approach and is personally involved in the planning, design and detailing of the project requirements. He conducts bi-weekly coordination meetings with all engineering consultants to facilitate communication, transfer of information and coordination between design disciplines. All communication with engineering consultants is conducted through Chuck, relieving the Client Project Manager from maintaining daily communications with consultants. We also utilize project websites for the storage, transfer and update of project related information such as drawings, reports, meeting agendas and minutes, etc.

This "hands-on" approach carries through all aspects of the project design, especially quality control. At RNL Design, quality control is not a phase of work during the design, or a department within the organization. It is a philosophy that permeates all aspects of our work and says we will provide the highest quality level possible within the constraints of budget and schedule for all services we provide to our clients. Documents are reviewed at each phase of the design, and prior to bidding, checked for coordination items between disciplines and constructability of the systems we detail. We approach the control of the project cost and the project schedule in the same way. Cost estimating and budgeting starts on day one of the project and carries through each phase. RNL Design is a local California firm, and we utilize local consultants, so that we are familiar with the local market conditions, the bidding climate, the local construction techniques, and the nuances of designing facilities in the local area. Our cost estimating consultant will be involved in each phase, starting at the on-site design session, and will lend assistance in evaluating alternate building systems, materials and techniques in order to assure a cost effective building solution.

RNL Design maintains an outstanding record of completing projects within budget and on schedule. Our record for meeting our client's project budgets and schedules is due not only to good cost estimating and value engineering, but also to our overall project management, project approach, and open lines of communication. Specific procedures employed by RNL Design to meet budgets and schedules include the following: defining an accurate scope of work, starting the project with a well-defined and detailed



# project understanding

## section 6.

program, utilizing the on-site design process, having a strong project management system, executing thorough quality control, using expert field observers during construction, and developing the spirit of teamwork throughout the project between the owner, architect, consultants and construction contractor.

### KEY PERSONNEL

The success of this project will be directly related to the quality of staff provided by the selected firm. We believe that our team is best prepared for the Operations and Maintenance project because of our experience, personnel, and our intricate understanding of the planning and design issues of this type of facility.

- RNL Design's key personnel were responsible for project management, planning and design of all the work done to-date for transit maintenance facilities designed by RNL in California. The team of Pat McKelvey, as Project Principal, Chuck Boxwell, as Project Manager, and Kate Diamond, Design Principal, will lead an established team of consulting engineers experienced with a number of similar transit maintenance facilities. There will be no learning curve with this team.
- RNL's Project Designer, Noam Maitless, will lead the task of developing a facility design aesthetic that will be in keeping with the District's goal for a high level of building and facility design that is appropriate for the Transit facility. Mr. Maitless is very familiar with SCMTD through his involvement on the Phase 2 Financial Feasibility Study prepared by RNL.
- Other team leadership will be provided by Russell Freeland, Project Coordinator, and Phil Allen to lead the Construction Administration tasks. Both have extensive background in maintenance facilities, project delivery, and construction techniques.
- The RNL Design team members are all knowledgeable with government regulations at the federal, state, and local levels, including zoning and building codes and Americans with Disabilities Act.
- Our motto is, "what you see is what you get." We are a hands-on organization, where principals assigned to the project are not simply figureheads that delegate work to draftsmen, planners, and other support personnel. The key personnel assigned to this project are senior level individuals who will provide daily management of the project, will attend all of the design sessions, and will take full responsibility for delivery of the project. This assures the SCMTD that the experience gained on similar projects will be used to best serve the needs of your facility.

The key personnel proposed by RNL Design for the SCMTD Operations and Maintenance Facilities will be committed to the levels proposed for the duration of the project. Key personnel will not be removed or replaced without the prior written concurrence of the District.



# project understanding

## section 6.

### **COST CONTROL**

The ultimate success of the design of the SCMTD Operations and Maintenance Facilities will be heavily influenced by the ability of the A/E team and the cost estimating consultant to provide the ultimate product within the constraints of a realistic budget identified by the District. For this project, we have chosen to utilize the cost estimating firm of Yuang Tai, Inc. (MBE).

During the design process, Yuang Tai will use a Construction Specifications Institute (CSI) format for providing preliminary and design development cost estimates. This format will create a "cost model" which will identify unit costs for elements and equipment identified in the project in sequential order similar to product identification in a project specification. The line items will identify material quantity survey units, to which unit material costs, labor and equipment will be applied.

All estimates will include individual item unit costs for materials, labor and equipment. Sales tax, subcontractor's markups, general contractor's construction indirect, overhead and profit shall be listed separately. The estimate will separate the project's building costs from site and utilities costs. All estimates will be priced out at the current market conditions prevailing at the time of the estimate, subject to the application of prevailing cost indexes.

The estimate, based upon the referenced procedure, can be updated at any point in the design process with minimal disruption and an independent review of quantities and unit costs by an experienced, informed team member can be performed. If this system indicated that the construction costs would exceed the budget at any point, the RNL Project Manager would notify the District's Project Manager immediately. Potential alternatives to reduce costs may include changes in construction techniques, substitution of materials, deletion/modification of project elements, or phasing of improvements. Depending on the design stage, value engineering will also be employed to identify cost savings.

The cost consultant will provide detailed documented analysis of alternate systems and their related costs with the design team as value engineering consideration during the early stages of the design phases. This checks and balances system will provide the A/E team and the District with accurate direction for proceeding with building systems related to architectural, structural, mechanical and electrical systems that will meet the construction budget. As a safety valve mechanism, the A/E team will identify and establish a list of additive/deductive alternates and an acceptable construction contingency to augment the cost estimate. This will permit flexibility for additions or deductions in the event of a volatile construction bidding market.

# project understanding

## section 6.



### SCHEDULE MANAGEMENT

A CPM project schedule will be established jointly by Chuck Boxwell, RNL Design Project Manager, and the District, which identifies the design and planning tasks to be completed in each phase and the expected result. It is the design team's intention to document the conclusion for each phase, which delineates, in detail, the development of the project, its schedule and refinement of the proper budget. The District can systematically sign off on the completed project as it develops, assuring them that the project does, indeed, address the specific criteria of the program. By utilizing a method such as this, the entire design team, as well as the SCMTD, can monitor the progress of the design in a systematic manner.

### VALUE ENGINEERING

Value engineering is a systematized process, which eliminates wasted time and forces a methodical, common sense approach to saving money. Before "value" can be "engineered", however, it has to be established. This requires a team effort. Each owner will have different values. For some, front-end capital construction costs will be most important; for others, it will be long-term maintenance. Environmental considerations are high on some client value lists while external and internal security is critical to others. The project team must rate the importance of these elements to this particular project and the philosophy of the SCMTD.

From the start of each project, we establish reasonable costs for each building system. If an estimate on a particular design concept indicated a great deal of variance from our budget, we therefore have an indication that we have a good candidate for value engineering effort.

Value engineering is most effective when it is a rigorous and precise search through all the building systems and costs associated with the project; and when the owner and A/E team work to discuss alternatives at each point along the way. Most importantly, it is done early so that alternatives are clearly known and decisions can be made. From that point, it is done continuously to fine-tune decisions that result in cost optimization.

### QUALITY ASSURANCE/QUALITY CONTROL

Design coordination and quality assurance will be the direct responsibility of the Project Manager. Members of the design team are seasoned experts on site planning, building design, construction and constructability. Quality control reviews will be accomplished prior to all submittals and will focus on

## project understanding

### section 6.

architectural/engineering conflicts; specification/drawing coordination, and constructability issues. Design coordination will occur as follows:

- The Project Manager and the engineering task leaders identify project tasks for development of the work plan. The work plan is flow charted to identify project interfaces. Tasks are identified and grouped to minimize potential conflicts. Priorities are established.
- Bi-weekly coordination/progress meetings are held between the Project Principal, Project Manager and task leaders to discuss progress and task interfaces. Attendance by the principal assures that required resources are always available for the project. Sub-consultant task leaders attend these meetings as required.
- All team members and tasks are performed on the same CADD system (AutoCAD 2002, Architectural Desktop 3). The team trades updated CADD files on the project website as revisions occur and design progresses.
- Using phone, facsimile, e-mail, and computer modem links for coordination and contact is continuously maintained with consultants. All sub-consultant material is submitted to RNL Design (3-5) working days prior to submission to the client to permit cross checking and coordination.

RNL Design maintains a Quality Control and Quality Assurance Manual for use on all its projects. The concept of the Quality Control and Quality Assurance program is:

- Maintain complete and accurate records of each phase and each task of the project in the prescribed file.
- Document all calculations by the Architectural/Engineering team member performing the calculations. Maintain all documentation in a calculation file.
- Independently check calculations by a review Architectural/Engineering team member.
- Prepare and document quantity take-off and cost estimates.
- All specifications will be prepared by one individual working with the project manager and engineers.
- The technical peer review committee inspects and reviews calculations and records.

In addition, the RNL Design team has commissioned the skills and capabilities of Sheehy Consulting, a consulting firm specializing in quality control and quality assurance programs on numerous occasions. Mr. Greg Sheehy, a licensed architect and seasoned quality control/construction administrator, will be responsible to the RNL Design Project Manager for complete and thorough QC and coordination checks through all architectural and engineering disciplines documents.

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### **COMPUTER AIDED DESIGN AND DRAFTING (CADD)**

As pioneers in the field of Computer Aided Drafting & Design (CADD), RNL Design uses the most progressive computer technology to provide creative planning and design solutions for our clients. RNL Design purchased its first system in 1981 and is perpetually upgrading and reconfiguring our equipment and software to accommodate technological advancements and to best meet the needs of our clients.

The CADD system has a wide range of capabilities including architectural documentation, interior design documentation, facility planning and management and three-dimensional modeling and rendering. Each operation fulfills a unique need in the planning and design process and is equally interactive to provide a comprehensive system.

RNL Design's CADD system is on the cutting edge of design and planning. The speed, accuracy and efficiency with which the system operates, frees the design professional from routine tasks thereby allowing more time to be spent in creative thought processes, and in judgment of alternatives and analysis—essential ingredients in good planning and design.

RNL Design utilizes AutoCAD 2002, and Architectural Desktop 3 software running on a local area network to our CADD stations (Pentium based PC's). We also utilize Microsoft Office Professional software for administrative and management functions. All documents related to this project will be prepared utilizing our CADD system. Therefore, at the completion of the project, RNL Design could provide the SCMTD with disks of drawing files and specifications in addition to hard-line copies.

RNL Design also utilizes project based websites for the storage, transfer and update of project related information such as drawings, reports, meeting agendas and minutes, etc. With this tool, all members of the project team, including the District, consulting engineers, contractor, etc. have access to drawings and data relatively easily through password protected log-ins.



### **ON-SITE DESIGN SESSION**

A major element of the RNL performance strategy is the on-site design sessions, a one-week long design process, which brings all of the decision-makers together to interact with the design team. RNL utilizes this process on virtually every project, and has employed it effectively on those projects where a design consultant is on board to create the initial master plan for the project and to develop implementation and phasing strategies.

# project understanding

## section 6.

Our on-site design process serves as the mechanism where the diverse design talents and experience of our team players, the client and the users join together in an intense process of conceptual design. The session is concentrated in one week, away from phones, messages and the day-to-day diversions of the office. Through this process, RNL Design brings together the decision-makers and the design team to develop the building's component parts and systems, creating a comprehensive, coordinated preliminary design package that meets the budgeted program and identifies critical elements early in the design process that are necessary to proceed with construction documents.

The on-site process brings our "top-performers" together to efficiently and dynamically solve the owner's specific design criteria. By working together in this intense setting, a total team relationship is built which carries over throughout the entirety of the job. This is particularly important when working with agency officials who need to be brought into the process early and who must quickly establish a working relationship with the design team. This process gives the owner and consultants a much better understanding and commitment to the project, which results in a consensus among all of the stakeholders.

The people assigned to this effort are creative conceptual people with experience in the overall systems and the needs of this type of project. We expect our architects and engineers to understand the alternatives available in a conceptual manner so that undue time is not expended "reinventing the wheel". For example, this process allows us to focus upon the most appropriate structural system quickly without having to completely analyze systems which we already know are inappropriate for the building's floor plate size, program, budget and construction schedule.

On the basis of our work, we would propose to creatively solve your specific needs in quick response to meet a critical schedule. The essence of this philosophy is to ultimately put us in the position of the client—to understand the priorities of an owner and the needs as to budget, level of quality, schedule and image. During the construction document phase, the design team will refine the concepts developed during the on-site design session and will work with you as the owner, to refine the building systems and costs.

### STATE AND FEDERAL PROCEDURES

RNL has planned and designed over 30 transit agency facilities, which were funded in whole or in part by Federal or State funds. We are up to date and knowledgeable of these funding sources and their respective procedures and requirements. RNL Design is a California based firm with extensive experience planning and designing facilities within local jurisdictions



# project understanding

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throughout the State. In addition, each of our sub-consultants are based in the local area, including several in the Santa Cruz area.

### **SUSTAINABLE DESIGN STANDARDS**

RNL Design has a long-standing reputation for providing socially and economically conscious design. In the coming years, the awareness of energy conservation, as an integral design philosophy, will become the norm for the industry. RNL Design has been designing facilities with energy conservation in mind since the 1970's. Techniques such as building orientation for wind protection and sun shading, use of natural daylighting, energy saving roof systems, and energy and natural resources saving fixtures and equipment have been integral to our designs for many years.

Recently, we have embraced the ideas of incorporating recycled and recyclable materials in our project designs. RNL Design believes that Architects need to be leaders in the community related to energy conscious and sustainable design. We also believe that our clients, such as cities, transit agencies and other public agencies should be leaders in this area, as well, and set an example in their communities.

RNL will take a leadership role for the Operations and Maintenance Facilities project by establishing early in the project specific goals and objectives with the District for sustainability and possible LEED certification. It becomes critical to set these goals early and to communicate them to the entire Project Team so decisions on building and system design are made with these goals in mind.

For us, sustainability is more than a set of guidelines and principles. It is a passion, and a belief system. Every stage of our work is infused with these values. From the inception of each project we educate our clients and the public about the ecological, financial and market benefits of sustainable choices. With every design we employ these ethics by recommending planning approaches, design solutions, and construction procedures for:

1. Minimal Environmental Impacts
  - Non-toxic or harmful contents
  - Alternate fuels/pollution reduction
  - Recycled building materials/waste reduction
2. Resource Conservation
  - Building materials using renewable resources
  - Recycled building materials
  - Passive/energy efficient design
3. Energy Conservation
  - Optimum thermal envelope

## project understanding

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- Efficient appliances, equipment, and systems
- Conservation controls and management systems

As a specific example, RNL has completed the design of a project for the City of Glendale Beeline Transit, which implemented sustainable planning and design principles. The Beeline Operations and Maintenance Facility includes new facilities planned and designed with an attitude towards energy efficiency, use of recycled building materials, energy efficient mechanical/electrical systems, the use of energy saving roof systems, the extensive use of natural daylighting, the use of alternative fuels and the extensive use of a photovoltaic array for on site energy generation.

For energy efficiency in facility design, it is RNL's policy to design facilities that fully satisfy client needs and incorporate economical energy conservation systems and features. Implementation of features and systems will be guided by energy conservation criteria, including total energy usage, economic first cost factors, location, site condition, available utilities, and the applicable codes and regulations.

Our design standards include the most up-to-date innovations and technology in energy conservation and energy reduction. We recognize the importance of operations and maintenance dollars that are spent each year on utility expense. Each design, for new construction or renovation, assesses and recommends the following optimum energy efficient features:

- Appliances (Low Energy/Low Water Usage Appliances, Office Equipment)
- Low Flush Toilets
- Lighting, including solar, natural, and compact fluorescence
- Improved Thermal Envelope, including insulation, windows, doors, and building orientation
- Landscape Materials designed for low water usage, low maintenance and drought tolerance
- Up-to-Date Mechanical and Electrical Systems including:
  - Direct digital controls for HVAC control, energy management and lighting control
  - Variable air volume systems with occupied/unoccupied controls
  - Variable frequency drives on HVAC equipment
  - Electronically ballasted fixtures with T8 lamps
  - Thermal Storage (ice) to reduce mechanical refrigeration size and demand charges
  - Occupancy sensor-based control for VAV terminal units
  - Air-side economizer upgrades
  - Water-side economizers using a flat plate heat exchanger for computer room cooling
  - Integrated lighting and HVAC controls
  - Conservation Cycling
  - Conductive Heat Issues and Air Infiltration
- Infrastructure Integrity

## project understanding

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- Fuel Switching
- Use of Recycled Building Materials
- Individual Metering
- Passive Ambient Heating and Cooling
- Passive Water Heating Systems
- Rainwater Collection
- Gray Water Recycling
- On-site Recycling Programs
- Resource Conserving Plumbing Fixtures
- Natural and Low Energy Supplemental Light Sources

We also provide quality interior designs and layouts, which are suited to today's lifestyle and special needs. We specify quality materials, which minimize future maintenance, repair, and replacement; prescribe the use of recovered and recycled materials, when cost-effective; and allow for increased quality of life for residents.

This aspect of the sustainable design work ethic engages creative forces that communicate values to clients and the public. Each design is an opportunity for continuing education and interpretation of significant issues facing the people of the twenty-first century. The SCMTD will achieve a high level of sustainable design for the Operations and Maintenance Facilities from the RNL Design Team.

# technical approach

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### Technical Approach

We have developed the following Work Plan based upon our experience in planning and designing similar transit facilities, as well as our knowledge and understanding of the specific requirements of Santa Cruz Metropolitan Transit District's bus maintenance, operations, and administration facility. The initial work (Program, Master Planning, and Preliminary Design) will address the full build-out requirements of the District while the implementation work (Final Design through Construction) will include only the first construction contract scope.

The Scope of Work has been divided into six Tasks as follows:

Task I	Program Confirmation and Site Master Plan
Task II	Preliminary Design
Task III	Final Construction Documents
Task IV	Permitting
Task V	Bidding
Task VI	Construction Administration

#### **TASK I PROGRAM CONFIRMATION AND SITE MASTER PLAN**

The purpose of the Program Confirmation and Site Master Plan Task will be to review with SCMTD representatives and users the space needs of each of the departments and user groups within the organization. From this new program document, the Consultant will develop a Site Master plan for the expanded facility.

##### A. Orientation Meeting

The Consultant will conduct an orientation/kick-off meeting for all of the key SCMTD representatives to explain the process and how each person can participate most effectively.

##### B. Interview Key Staff

The Consultant will convene the first on-site planning session to review and confirm the space needs of SCMTD utilizing previous studies and program information as a point to begin analysis of your current needs. Interviews of approximately 1 hour in length will be held with each of the identified departments/divisions to verify the needs, requirements and current operating procedures for each group. Typically, these interviews focus on identifying the number of staff, vehicles and equipment, and the type of work each person is involved in, storage requirements, support space requirements, the function and responsibilities of each department, the departments with which there is significant interface, etc. Specific information to be gathered and discussed during the on-site interviews will

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include, but not be limited to:

- Review current and projected staffing for Administration, Operations and Maintenance.
- Review training and conference room needs.
- Review employee support space needs including shower and locker areas, break rooms, fitness room, quiet rooms, etc.
- Determine number, size and type of workstations, offices and support spaces.
- Review frequency of vendors and visitors to Administration, Maintenance and other areas.
- Review dispatch requirements.
- Review requirements for repair and special use bays.
- Review maintenance support space needs such as lube room, battery room, parts room, common work areas, etc.
- Review shops space needs including component rebuild, facility maintenance, etc.
- Review fueling requirements such as types (including alternative fuels), frequency of fueling, fuel management systems, etc.
- Review washing, cleaning and detailing requirements.
- Review storage and warehousing requirements.
- Review site and building security requirements.
- Determine parking requirements for SCMTD vehicles, buses, employee vehicles, visitor vehicles and delivery vehicles.
  - Determine alternative fuel system requirements and preferred fuel type.

### C. Verify Data on Existing Vehicles/Equipment

Data on all vehicles or equipment to be maintained will be verified based upon information provided to Consultant by SCMTD. Data to be included in the Vehicle/Equipment inventory are make, model, dimensions, weights, quantities and operating characteristics.

### D. Analyze Growth Data

The Consultant will analyze the growth data provided by SCMTD and will make staff and space projections based upon the growth in population, service zone, fleet size, staff size, and comparison to industry standards. This effort will be a confirmation of the previous studies.

### E. Prepare Space Program

Based upon the information learned through the questionnaires, interviews, review meetings, and growth analysis, the Consultant will develop the space needs program for the Administration, Operations and Maintenance Facility. Included in this program analysis will be existing square footage, the amount

## technical approach

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currently required, and the projected area to meet growth over the next 20 years. Space will be programmed for interior space (offices, shops, maintenance, warehouse, etc.) exterior covered spaces (canopy covered storage for materials or vehicles) and exterior spaces (employee parking, SCMTD vehicle parking, bus parking, visitor parking, material storage). The space needs program will be submitted in preliminary form for review by SCMTD.

#### F. Prepare Final Facility Program

Upon completion and review of all work included above, the Consultant will prepare a Final Facility Program Document. This document will include a narrative description of all functional areas and operations, staff and vehicle projections, the space program, equipment inventory, and equipment list.

#### G. Prepare Site Survey

The Consultant will prepare a site survey, which will include topography, boundaries, utilities, etc. SCMTD will provide title report for the Consultant's use.

#### H. Prepare Geotechnical Report

The Consultant will conduct a geotechnical and soils investigation report for the benefit and convenience of the District.

#### I. Site Master Plan

After completion of the Space Needs Program, the Consultant will develop a Site Master plan and conceptual building floor plans during the second on-site planning session. This master plan will focus on the functional and operational aspects of the proposed site, including vehicle circulation and access, building configurations and layout, number and size of work bays and shops, workflow, location of support functions, fuel and wash facilities, parking, phasing and implementation of the proposed master plan, and similar issues. Sequencing of the construction, including "work-around" plans will be developed as part of the master planning work. Even though the District will be "self permitting", the Consultant would recommend courtesy participation by the City Planning and Building Departments during the review sessions.

#### J. Develop Master Plan Drawings

The Consultant will generate Site Master plan and conceptual building plans, which respond to the comments and issues raised during the review meetings. In addition, a summary of the master plan issues will be developed. This summary will be submitted to Santa Cruz Metropolitan Transit District for review and comment.

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### K. Prepare Opinion of Probable Cost

The Consultant will prepare a conceptual project budget based upon the master plan and will present it to SCMTD for review and approval.

#### Deliverables:

Final Space Needs Program

Site Master Plan

Conceptual Building Plan Drawings

Site Survey

Geotechnical Report (for the City's benefit)

Project Budget

### **TASK II PRELIMINARY DESIGN (PHASE I & PHASE II)**

The purpose and objective of the Preliminary Design Task will be to develop the design of the SCMTD facility and to prepare the design in such detail to insure that the functional requirements are met, and that the overall building size, massing, materials, and major design elements are established. The Preliminary Design effort will be conducted for the ultimate build out of the facility. The specific work of Task II is as follows:

#### A. On-Site Design Session

The Preliminary Design will commence with a several day on-site design session to be held at Santa Cruz Metropolitan Transit District to develop the actual design of the administration, operations, maintenance, fuel and wash facilities and associated site improvements. During this design session, the site plan, building floor plans and elevations will be developed to finalize layouts, massing and materials. Throughout the week, the RNL Design team will develop alternative layouts and designs, which will then be reviewed with SCMTD's Review Committee each day. During the daily reviews, the various design opportunities and constraints of each alternative will be identified and discussed. As the week progresses, alternative functional plans and elevations of the buildings will be prepared, reviewed, and refined until a consensus has been achieved as to the project design concept.

#### B. Prepare Preliminary Design Plans

At the completion of the on-site design session, the RNL Design team, including our civil engineer, landscape architect, structural engineer, mechanical engineer, electrical engineer, alternative fuel system consultant, maintenance equipment consultant, and communications consultant will begin the Preliminary Design drawings, which are intended to define the various components of the project. During this task, the dimensions of the building will be tied down, and the building design will be refined to include size and type of all openings, materials, type of structural, HVAC, electrical systems, communications, etc.

# technical approach

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### C. Prepare Equipment List

The Consultant will inventory existing equipment and will prepare a detailed list of all shop equipment to support maintenance activities in the vehicle maintenance building and fuel and wash facilities. This list will be developed by functional area including maintenance bays, parts room, lube and compressor room, fuel island, wash bay, etc. All quantities will be identified and costs of new pieces of equipment will be developed.

### D. Prepare Design Criteria

The Consultant will prepare the design criteria to be used for planning and designing the new facilities. The design criteria will identify preliminary functional requirements for building systems including architectural, structural, mechanical, electrical and plumbing such as:

- Establish clearance requirements throughout the project.
- Functional areas and equipment to be included on an emergency power generating system.
- Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
- Lighting levels and type of lighting for each functional area within the operations and maintenance building.
- Ventilation requirements for each functional area including repair bays, maintenance shops, lube and compressor room, battery room, chassis wash areas, and lower level work areas.
- Minimum design temperatures for heating and cooling for each functional area.
- Alternative fuels criteria including detection, exhaust and fire protection

### E. Peer Review

The Consultant will assist SCMTD in the FTA Peer Review process. RNL Design and the appropriate consultants will conduct a one-day meeting with SCMTD's peers to review the project scope, design, and budget prior to the Final Construction Documents phase. We will make appropriate adjustments to the design based on the review comments.

### F. Prepare Opinion of Probable Cost

The Consultant will prepare an estimate of probable construction cost based upon the preliminary design drawings and will present it to SCMTD for review and approval.

### G. Value Engineering

The Consultant will conduct a value engineering process with SCMTD and our consultants to analyze alternative systems and materials for the project. The Consultant will respond to VE proposals as recommended by the VE team.

# technical approach

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### H. Conduct QC Review

The Consultant will conduct a quality control review of the Preliminary Design documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications and maintenance equipment, and will be performed by the Consultant's Technical Review Group.

#### Deliverables:

- Preliminary Design Drawings, including construction sequencing and "work-around" plans
- Equipment List
- Design Criteria
- Cost Estimate

### **TASK III FINAL CONSTRUCTION DOCUMENTS (PHASE I)**

The purpose and objective of the Final Construction Documents Phase is to develop the approved preliminary design into more detail to fix and describe the size, character and quality of the Phase I project as to civil, architectural, structural, mechanical, electrical, alternative fuel systems, maintenance equipment, and landscape systems and materials. The Construction Documents will consist of drawings and specifications in sufficient detail to permit competitive bidding by General Contractors for the work. Construction Documents will be prepared for Project Phase I work only. The specific work of Task III will include:

#### A. Prepare Design Development Drawings

The Consultant will prepare design development drawings based upon the City approved Preliminary Design package. The Design Development drawings will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2000 software.

#### B. Prepare Construction Drawings

The Consultant will prepare detailed construction drawings under the direct supervision of an architect and engineers licensed in the State of California, which will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system, and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2000 software. Specific work will generally include but not be limited to:

# technical approach

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- Architectural drawings including but not limited to site plan, floor plans, building elevations, building sections, wall sections, building details, roof plan, room finish schedule, door schedule and details, window details, millwork details, etc.
- Civil engineering drawings including but not limited to off-site and on-site improvements, grading and drainage plan, utility plan, geometric layout plan, site details, calculations, etc.
- Construction sequencing/phasing plans, with milestone timing requirements, will be developed and documented in the bidding documents with requirements for maintaining District operations throughout construction.
- Landscape Architectural drawings including but not limited to landscape plan, irrigation plan, plant material schedule, planting details, site furnishings, exterior signage/details, etc.
- Structural engineering drawings including but not limited to foundation plans, floor framing plans, roof framing plans, lateral bracing, details and schedules, calculations, etc.
- Mechanical engineering drawings including but not limited to HVAC plans, plumbing plans, mechanical room layout plan, mechanical schedules, plumbing riser diagrams, HVAC details, fixture/equipment schedules, etc.
- Electrical engineering drawings including but not limited to power plans, lighting plans, one-line diagram, light fixture schedule, telephone/computer outlet locations, panel schedules, etc.
- Alternative fuel system drawings and performance requirements.
- Communications systems drawings including but not limited to equipment layout drawing, site plan, system details, etc.
- Equipment drawings including but not limited to equipment layout drawing, utility coordination drawing, process piping plans and details, fuel system plans and details, etc.
- Interior design drawings including interior elevations, interior finish plans, interior details, etc.

### C. Specifications

The Consultant will prepare the Technical Specifications for all elements of the project prepared in the CSI 16 Division format. The specifications will identify a minimum of three products or manufacturers, if required, except where it has been determined to benefit the project to select a proprietary or sole-source item.

### D. Project Manual

The Consultant will prepare the Project Manual in coordination with the District's Project Manager including Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond, Sample Construction Contract, General Conditions, Supplementary Conditions, and the Technical Specifications. The District's standard forms, contracts, bond and other standard material will be used as required.

# technical approach

## section 7.

### E. Opinion of Probable Cost

The Consultant will prepare a final Estimate of Probable Construction Cost on a line item/unit cost basis for the entire project. This estimate will be prepared when the documents are 100% complete and will be submitted for review following the completion of the Construction Documents.

### F. Conduct QC Review

The Consultant will conduct a quality control review of the Construction Documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications, alternative fuel system and maintenance equipment, and will be performed by the Consultant's Technical Review Group.

#### Deliverables:

- Design Development Drawings
- Construction Drawings
- Project Manual including Specifications
- Estimate of Probable Cost

## **TASK IV PERMITTING**

The purpose of the Permitting TASK is to allow the Architect and Consultants the necessary time to ensure that all design work conforms to the requirements of each governmental or regulatory agency that has jurisdiction over the project. It is our understanding that SCMTD will be the "permitting agency" with the City of Santa Cruz providing document review and inspection during construction.

The work of this TASK actually begins in Phase I of the project and is continuous throughout the design, but has broken out as a separate TASK to call attention to the significant effort that is required to complete this work. The specific work of this TASK includes:

- Meet with SCMTD, the City of Santa Cruz, and/or other applicable regulatory agencies that have jurisdiction over the project to bring them up to speed with the project requirements.
- The Consultant will meet with the City Planning Department in order as a courtesy to receive input/advice and concurrence on planning and zoning issues. Planning Commission courtesy presentations will be made if requested by the District.
- Submit the completed construction drawings to the appropriate regulatory agencies including building and fire departments, etc. for permitting. Answer questions of the regulatory agencies as necessary.
- Revise drawings, specifications and other construction documents as necessary until final approval has been granted by the required regulatory agencies.

# technical approach

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Deliverables:

- Plan Check Approvals

### **TASK V BIDDING**

The purpose of the Bidding Phase is to assist the Construction Manager and SCMTD in selecting and contracting with a reputable General Contractor based upon a competitive bidding process. The specific work to be performed will include:

#### A. Attend Pre-Bid Conference

The Consultant will attend a Pre-Bid Conference for all interested bidders in an effort to familiarize the bidders with the proposed project, and to answer questions as necessary.

#### B. Provide Interpretations, Clarifications and Addenda

The Consultant will provide written interpretations and clarifications during the bidding period as necessary. In addition, the Consultant will prepare written addenda as needed for the project during the bidding phase.

#### C. Review and Evaluate Bids

The Consultant will assist the SCMTD and Construction Manager in reviewing all bids, will tabulate the bids and will provide a recommendation regarding the bids and award of contract.

Deliverables:

None

### **TASK VI CONSTRUCTION ADMINISTRATION**

The purpose and objectives of the Construction Administration TASK is to endeavor to assist the District's Construction Manager to provide SCMTD assurance that the project is constructed in accordance with the approved construction documents. The specific work to be performed will include:

#### A. Pre-Construction Meeting

The Consultant will attend the Pre-Construction meeting to establish the coordination/communication policies and procedures.

#### B. Construction Site Visits

RNL Design will make regular visits to the site, averaging one visit per week, for the purpose of observing the progress and quality of work. In addition, each of RNL Design's consultants (civil, structural, mechanical, electrical, landscape, communications, maintenance/equipment) will make site visits at the appropriate stages of construction for their particular discipline.

# technical approach

## section 7.

### C. Attend Construction Coordination Meetings

RNL Design will attend weekly construction coordination meetings in conjunction with the District Project Manager, Construction Manager, and the General Contractor. Each of our consultants will also attend coordination meetings at the appropriate stages of construction for their particular discipline.

### D. Provide Consultation and Assistance During Construction

During the construction of the project, the Consultant will provide interpretations and consultation as needed. In addition, the Consultant will render decisions as needed in a timely manner in an effort to assist the General Contractor to maintain the timely completion of the project.

### E. Material Testing Services

The Consultant will provide material testing services, for the benefit and convenience of the District, as required by the Construction Documents and regulatory agencies having jurisdiction over the project. An allowance will be established for the testing agency's scope and fee for services before construction commences with only the level of testing required being provided during construction.

### F. Review Shop Drawings and Submittals

The Consultant will receive, review, and take appropriate action on all required submittals made by the General Contractor including shop drawings, material samples, mix designs, product literature, etc.

### G. Review Pay Requests, Change Orders, etc.

The Consultant will review the General Contractor's pay requests, change orders, field orders, claims for additional time and other such data and will make recommendations to the City for action.

### H. Conduct Punch List and Final Inspection

The Consultant will conduct a "punch list" inspection prior to signing off on the Certificate of Substantial Completion. The "punch list" will identify work items, which must be corrected or completed. Upon successfully correcting and completing all the items on the "punch list", or making satisfactory arrangements for their completion, RNL Design will execute the Certificate of Substantial Completion. RNL Design will then conduct a Final Inspection at the appropriate time to ensure that all "punch list" work has been completed.

### I. Record Drawings

Following the completion of the Project, the Consultant will prepare a reproducible set of record drawings showing the significant changes in the work made during construction based upon marked-up prints and other data furnished from the General Contractor.

# technical approach

## section 7.

### J. Facility Maintenance Manual

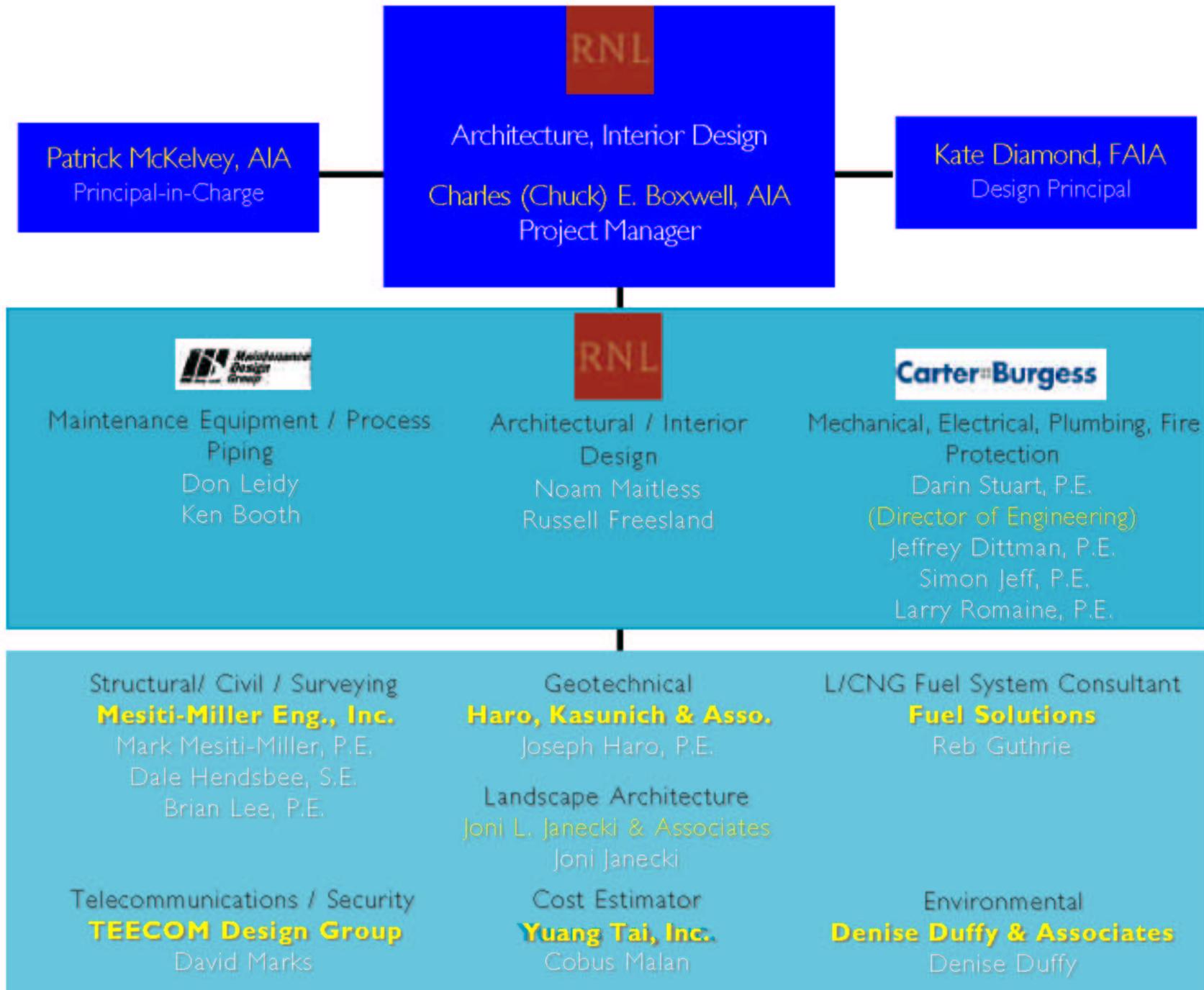
Following the completion of the Project, the Consultant will prepare a facility maintenance manual, which details the required maintenance procedures and schedule of activities for all components and equipment at the facility.

#### Deliverables:

- Construction Reports
- Material Testing Reports
- Copies of Construction-Related Documents
- Record Drawings
- Facility Maintenance Manual

# project staffing

## section 8.a. 1



RNL has assembled an extremely qualified Team for the Santa Cruz Metropolitan Transit District's (SCMTD) MetroBase project. The Project Team leadership is provided by: Patrick McKelvey as the Principal-in-Charge; Katherine (Kate) Diamond as the Design Principal and Charles (Chuck) E. Boxwell as the Project Manager. Providing more than 70 years of experience in similar projects, Pat, Kate and Chuck form a leadership Team that assures the SCMTD of a high-level expertise, talent and continuity for the new Operations and Maintenance Facility (MetroBase).

The selected sub-consultants complement RNL's capabilities and complete the expertise required to provide design services responsive to SCMTD's needs. They have been selected for the specific expertise and project experience for the District's new MetroBase as well as similar projects for other public agencies. Additionally, this Team has worked together in the past on similar projects and will provide the District with a high level of professional service and expertise, assuring successful project implementation. Many of the sub-consultants are Santa Cruz based firms and qualified and knowledgeable of the local issues and conditions.

## project staffing

### section 8.2

#### **Patrick McKelvey, AIA**

Principal-in-Charge

**RNL Design**

Education

MA, University of Michigan, 1981

BS, University of Michigan, 1979

Patrick M. McKelvey is a Principal of RNL and leads the transportation studio in the Los Angeles office. His experience includes more than 30 corporate yard, maintenance facilities and transit projects as well as public works facilities, parking structures, office buildings and corporate office interiors. Mr. McKelvey is responsible for the day-to-day operations of the Los Angeles office of RNL. As Principal-in-Charge, he will insure that the firm's resources and expertise are available to complete the project on schedule and within budget.

#### **Charles E. Boxwell, AIA**

Project Manager

**RNL Design**

Education

BA, University of Colorado, 1972

Charles E. (Chuck) Boxwell is a registered architect with more than 30 years of experience providing project leadership and architectural planning/design services to public and private clients. His experience includes civic, institutional, transportation, and commercial institutions with construction value of more than one billion dollars. Mr. Boxwell specializes in providing a high level of professional service to his clients and effective leadership to the entire project team. Chuck has a great deal of experience working with operations and maintenance projects. He was the project manager for the Chula Vista Corporate Yard, Antelope Valley Transit, Santa Monica Corporate Yard, and Santa Monica BBB LCNG Fuel and Wash Facility projects.

#### **Katherine Diamond, FAIA**

Design Principal

**RNL Design**

Education

BA, The Technion, The Israel Institute of Technology, 1977

As Design Principal, Kate Diamond will work directly with the SCMTD and RNL's project team to analyze the program and translate it into creative and functional planning and design solutions. Since joining RNL in 2002, Kate has been heavily involved as the Design Principal for the Glendale Beeline Bus Maintenance Facility and Taylor Yard projects. The projects were designed to be sensitive to the neighboring uses and to be highly sustainable, energy efficient facilities.

#### **Noam Maitless**

Project Designer

**RNL Design**

Education

MA, Architecture, Harvard University Graduate School of Design, Cambridge, MA 1991-1995

M of Arts in Modern Thought & Literature,

Stanford University, Palo Alto, CA,

BA, English Literature Humanities, Stanford

University, Palo Alto, CA

In his seven years of experience, the culture surrounding projects has greatly influenced Noam C. Maitless. Prior to joining RNL Design's Los Angeles office, Noam did design, planning and consulting for schools, retail space, commercial interiors, and residences. At RNL Design, he has had project designer roles on a variety of operations and maintenance projects to include: Placer County, Glendale Beeline Transit Operation and Maintenance Facility and CNG Fueling Facility, Santa Cruz MTD Feasibility Study, and Taylor Yard projects.

## project staffing

### section 8.2

#### **Russell Freesland**

Project Coordinator

**RNL Design**

Education

Bachelor of Science, Woodbury University, 1997

Russell Freesland is one of RNLs' most experienced CADD Project Coordinators in maintenance facility projects. Since joining the firm in 1998, he has developed expertise in the design of transit facilities, and vehicle maintenance facilities. Mr. Freesland's representative work includes projects such as: Glendale Beeline Transit Operation and Maintenance Facility and CNG Fueling Facility, Foothill Transit Irwindale Operations and Maintenance Facility, Riverside Transit Agency Perris Facility, City of Norwalk Transportation and Public Services Facility, and City of Santa Monica Corporation Yard Master Plan, and Norwalk Transportation and Public Services Facility.

#### **Ken Booth**

Process Piping

**Maintenance Design Group**

Education

University of Colorado at Boulder, Colorado, 1996

Bachelor of Environmental Design

Ken Booth is a Senior Facility Planner with Maintenance Design Group. His principal responsibilities include programming, preparation of facility master plans, facility conceptual designs, and equipment selection and coordination. He has worked on over 50 projects involving the planning and design for municipal facilities with fleets ranging from 100 to 2,000 vehicles, and transit bus and rail maintenance facilities with fleets ranging from 15 to 500 buses and rail vehicles. Ken was MDG's Project Manager for the Chula Vista Corporate Yard Master Plan. He was responsible for developing a macro-level space needs program, prototypical site master plan, and the equipment budget.

#### **Mark Ellis**

Sr. Maintenance Consultant

**Maintenance Design Group**

Education

B.S., Geography--Urban Emphasis  
Stephen F. Austin State University, 1988

Mark Ellis is a Senior Project Manager, planner, and functional design specialist with Maintenance Design Group. His principal responsibilities include preparation of facility master plans, facility conceptual designs, site selection studies, facility design criteria, equipment selection, specification and layout, and construction documents. Mark has participated in facility design on more than 60 projects, including planning and design of more than 25 transit maintenance facilities with fleets ranging from 50 to 250 standard and articulated buses, more than 35 municipal facilities for fleets of 50 to 2,800 vehicles, and several school district vehicle and building maintenance facilities throughout the United States.

#### **Jeffrey Dittman, PE**

Mechanical Engineer

**Carter & Burgess**

Education

B.S., Engineering Technology, 1984,  
California Polytechnic State University  
San Luis Obispo

Mr. Dittman provides comprehensive mechanical engineering expertise in heating, ventilation and air-conditioning design. Having served as a mechanical contractor, he has a thorough understanding of mechanical construction as well as design. His design/build experience enables him to offer knowledgeable engineering and construction cost estimates and efficiently coordinate projects. He successfully interacts with the client to provide cost-effective, practical designs that meet project and budget objectives.

## project staffing

### section 8.2

#### **Simon Jeff, PE**

**Electrical Engineer**

**Carter & Burgess**

#### Education

B.S. Electrical Engineering Technology, CA  
State Polytechnic University, Pomona,  
1986

Mr. Jeff's electrical engineering experience includes a wide variety of projects in the commercial, correctional, educational, financial, governmental, manufacturing, medical, recreational, retail, telecommunication and transportation sectors. His project experience in California, Washington and the United Kingdom has provided Mr. Jeff with an understanding of diverse methods of system design. He offers careful planning of work execution and a focus on quality.

#### **Larry Romine, PE**

**Fire Protection Engineer**

**Carter & Burgess**

#### Education

M.S. / 1984 / Engineering  
B.S. / 1974 / Fire Protection & Safety  
Engineering

Mr. Romine has more than 25 years of experience in the area of fire protection and life safety engineering including design and consulting for a variety of building facility types, engineering for fire insurance rate-making organizations, and engineering in support of petrochemical operations.

For building facilities, he has provided code consulting to assist in documenting that design solutions comply with building and fire codes, as well as providing performance-based alternatives to literal compliance with prescriptive code requirements. He has also provided system evaluation, design concepts and construction documents for fire suppression and fire detection/alarm systems including foam systems and fire water pumping and distribution systems..

#### **Mark Mesiti-Miller, P.E.**

**Structural Engineer**

**Mesiti-Miller Engineering, Inc.**

#### Education

B.S. Architecture.  
Cal Poly, San Luis Obispo

As the principal engineer of Mesiti-Miller Engineering, Mark Mesiti-Miller directs the entire staff in the creative engineering design work for which the firm has become well known. Mark's passion for exceptional design has resulted in several awards for excellence including a 2003 National Finalist Award for Engineering Excellence from the American Council of Engineering Companies, a 2002 Excellence in Engineering Award from the Structural Engineers Association of Northern California and a 2002 Honor Award for Engineering Excellence from the Consulting Engineers and Land Surveyors of California..

#### **Dale Hendsbee, S.E.**

**Sr. Structural Engineer**

**Mesiti-Miller Engineering, Inc.**

#### Education

MS., Civil Engineering  
University of California, Los Angeles

Dale Hendsbee has over 18 years of experience as a design engineer; seven years with MME. Dale's primary expertise is the structural design of institutional, educational, commercial, and industrial facilities; including retrofit and rehabilitation of existing structures. As a graduate student at UCLA, he completed his field of study in the Earthquake Engineering program. Dale will be the Structural Engineer for this project.

## project staffing

### section 8.2

**Brian C. Lee, P. E.**

**Civil Engineer**

**Mesiti-Miller Engineering, Inc.**

Education

MB., Business Administration  
University of Phoenix, Fountain Valley

Brian Lee leads the civil engineering department. Brian has over 11 years of experience as a design engineer; nine years working for municipalities and two years with MME. Brian has worked in a wide variety of geographic areas from Palm Springs to Santa Cruz, providing him broad experience in local government and public interaction. His primary expertise is municipal facility site design for water, wastewater, and stormwater systems. He will be the Civil Engineer for this project.

**Joseph Haro**

**Geotechnical Engineer**

**Jacobs, Haro and Associates**

Education

BS Civil Engineering  
California State University, Fresno

Joseph Haro is the Principal and Engineering Manager for Jacobs, Haro and Associates. He is the responsible engineer for all soil and foundation engineering and quality control testing services to the Santa Cruz and Monterey County areas. He has coordinated and conducted geotechnical investigations for public and private projects. Joseph's projects have included municipal and commercial buildings, pipeline facilities, street reconstruction, and subdivisions.

**Henry S. (Reb) Guthrie**

**L/CNG Consultant**

**Fuel Solutions**

Education

B.S., ECONOMICS, Arizona State  
University, College of Business - Tempe,  
AZ, 1987  
CNG Infrastructure, NGV Institute, 1995

Mr. Guthrie is a Partner and co-founder of Fuel Solutions, Inc. He has managed most of the projects performed by the company since its inception, including the assessment, specification, development and installation of compressed natural gas (CNG) and CNG from liquefied natural gas (L/CNG) fueling stations for more than 45 municipalities, transit authorities, counties, school districts and federal agencies.

**Joni L. Janecki, LAIA**

**Landscape Architect**

**Joni L. Janecki & Associates**

Joni L. Janecki has worked on many Santa Cruz projects including large scale public sector facilities such as the Ranch Cucamonga Civic Center and the San Jacinto Civic Center. She is active in the community with the American Landscape Architects (ASLA) and several Santa Cruz public arts and museum boards. Ms. Janecki will provide all landscape architecture for this project.

## project staffing

### section 8.2

**Denise Duffy,**  
**Environmental Consultant**  
**Denise Duffy and Associates**  
**Education**

Bachelor of Arts, Environmental Studies,  
University of California at Santa Barbara,  
1977.

Denise Duffy has been in the field of land use planning and environmental and public policy consulting since 1977. Ms. Duffy has considerable knowledge in the analysis of local and regional government. She has managed complex planning and annexation studies, environmental impact reports, and general and specific plans. Ms. Duffy has extensive experience in developing policy consensus in planning projects, working in a variety of positions that require governmental cooperation and citizen involvement, as well as planning skills and judgement on the use of land and its development potential. Denise will be providing the Environmental Consultants services to SCMTD.

**David Marks, PE RCDD**  
**CDT**  
**Telecommunications &**  
**Security Systems Design**  
**TEECOM Design Group**  
**Education**

B.S., Electrical Engineering  
Cal Poly, San Luis Obispo

David is one of the industry's leading resources in telecommunications and security systems design. Because of his rare combination of formal engineering training and understanding of the construction process, David has built a reputation for designing highly constructable, practical and effective solutions. David will be providing Telecommunications and Security Systems Design services for the new MetroBase project.

**Cobus Malan**  
**Cost Consultant**  
**Yuang Tai, Inc.**  
**Education**

BS. University of Witwatersrand, South  
Africa,

Cobus Malan possess unique professional cost estimating abilities displayed in the projects he has become involved with. His firm has provided services to RNL for nearly all of its operation and maintenance facility projects, such as: Chula Vista Corporate Yard, City of Norwalk Transportation and Public Service Facility, Montebello Corporate Yard, Foothill Transit Pomona Operations and Maintenance Facilities and Foothill Transit Irwindale Maintenance and Operations Facility. Likewise, he will be providing Cost Estimating services for this project.

# project staffing

## section 8.3

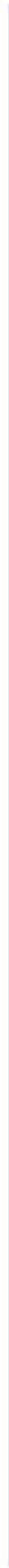
3. MATRIX	Project Phases						
	Task I: Space Needs Program	Task II: Site Master Plan Bldg Layout	Task III: Preliminary Design	Task IV: Final Documents	Task V: Permitting	Task VI: Bidding	Task VII: Construction Admin.
The following matrix provides estimated hours for each assigned individual for the SCMTD MetroBase project							
<b>Key Personnel</b>	<b>% of Individual Involvement *</b>						
<i>RNL Design</i>							
- Patrick McKelvey, Principal-in-Charge	20	20	20	10	5	5	2
- Charles (Chuck) E. Boxwell, Project Manager	25	50	50	50	20	10	5
- Katherine (Kate) Diamond, Design Principal	0	20	10	5	0	0	2
- Noam Maitless, Project Designer	0	50	50	20	0	0	5
- Russell Freesland, Project Coordinator	0	10	100	100	50	25	40
- CADD Staff (2-3 People)	0	20	50	75	100	5	5
<i>Maintenance Design Group</i>							
- Ken Boot, Maintenance Consultant	25	25	50	25	10	5	20
- Mark Ellis, Senior Maintenance Consultant	50	25	5	5	0	0	5
- CADD Staff	25	50	75	100	5	0	5
<i>Carter &amp; Burgess</i>							
- Jeffrey Dittman, Mechanical Engineer	0	5	20	50	5	5	20
- Jeffrey Simon, Electrical Engineer	0	5	20	50	5	5	20
- Larry Romine, Fire Protection	0	0	10	50	5	5	10
- CADD Staff (2-3 People)	0	0	25	100	5	0	10
<i>Mesiti-Miller Engineering, Inc.</i>							
- Mark Mesiti-Miller Structural & Civil Engineer	0	5	10	50	10	5	20
- Dale Hendsbee, Structural Engineer	0	5	10	50	10	5	20
- Brian Lee, Surveying Engineer	0	0	25	0	0	0	0
- CADD Staff (1-2 People)	0	0	50	100	0	0	5
<i>Fuel Solutions</i>							
- Rebb Guthrie, L/CNG Engineer	0	10	20	50	10	5	20
- CADD Staff	0	0	50	100	0	0	5
<i>Haro, Kasunich &amp; Associates</i>							
- Joseph Haro, Geotechnical Engineer	0	0	50	0	0	0	0
<i>Joni L. Janecki &amp; Associates</i>							
- Joni Janecki, Landscape Architect	5	10	20	20	5	0	5
- Amy West, Landscape Designer	0	20	50	50	0	0	10
<i>TEECOM Design Group</i>							
- David Marks, Telecommunications & Security	5	5	20	20	5	0	10
<i>Denise Duffy &amp; Associates</i>							
- Denise Duffy, Environmental Engineer	0	20	20	0	0	0	0
<i>Yuang Tai, Inc.</i>							
- Cobus Malan, Cost Estimator	20	5	5	5	0	5	0



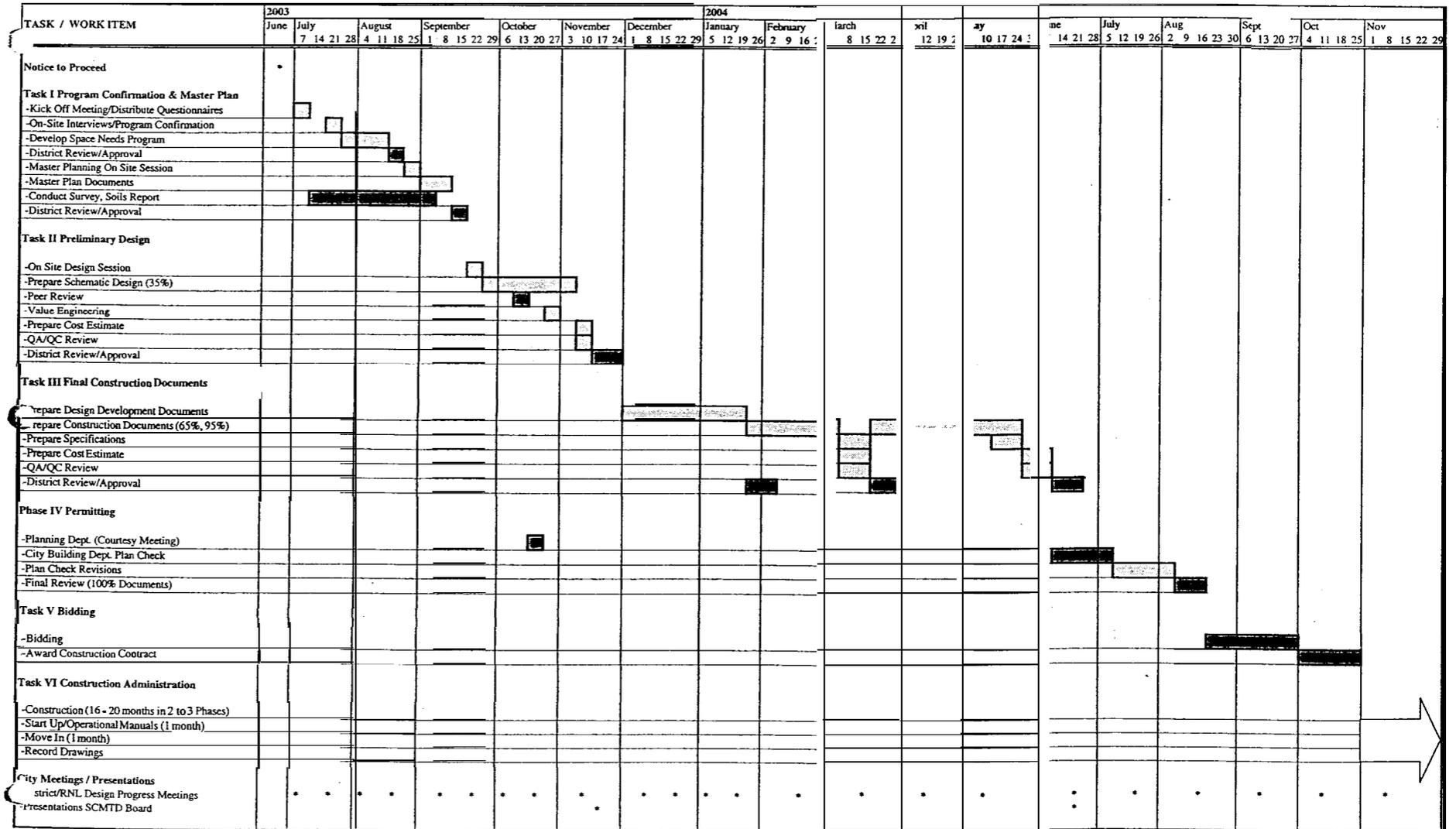


# time schedule

## section 9.



**Preliminary Project Schedule**  
 Santa Cruz Metropolitan Transit District  
 Metro Base



June 6, 2003

RNL Design

## **EXHIBIT C**

### **SANTRA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Contractor and District agree as follows:**

- 1. Contractor's Scope of Work is attached hereto as Exhibit C, Attachment 1. Contractor agrees to perform each of the tasks that compose the Scope of Work;**
- 2. Contractor's Billing Rates are attached hereto as Exhibit C, Attachment 2. Contractor agrees to utilize the billing rates set forth therein or as increased as allowed by the Contract;**
- 3. Contractor's Key Personnel for the MetroBase Project are attached hereto as Exhibit C, Attachment 3. Contractor agrees that the personnel set forth therein have been and will continue to be assigned to the MetroBase Project until its conclusion pursuant to this contract. Contractor agrees that it will not modify or alter this list without the written approval of the District;**
- 4. The MetroBase Project Schedule is attached hereto as Exhibit C, Attachment 4. Contractor agrees that it will follow this Project Schedule. Contractor agrees that it will not modify or alter the Project Schedule without the written approval of the District.**
- 5. Contractor's Fees and Costs are attached hereto as Exhibit C, Attachment 5. Contractor agrees that the fees and costs set forth therein will not be modified or changed without the written approval of the District.**

# EXHIBIT -C-

## Scope of Work

### Technical Approach

The following Scope of Work is based upon the SCMTD Request for Proposals to Provide Architectural & Engineering Services for **MetroBase** dated April 15, 2003, the RNL Design response submittal dated June 6, 2003, and the meeting with District staff on July 8, 2003 to confirm and adjust the Scope of Work proposed. This Scope of Work supersedes the June 6 document.

The Scope of Work has been divided into six Tasks as follows:

<i>Task I</i>	Program Confirmation and Site Master Plan
<i>Task II</i>	Preliminary Design
<i>Task III</i>	Final Construction Documents
<i>Task IV</i>	Permitting
<i>Task V</i>	Bidding
<i>Task VI</i>	Construction Administration

### **TASK I PROGRAM CONFIRMATION AND SITE MASTER PLAN**

The purpose of the Program Confirmation and Site Master Plan Task will be to review with SCMTD representatives and users the space needs of each of the departments and user groups within the organization. From this new program document, the Consultant will develop a Site Master plan for the expanded facility.

#### **A. Orientation Meeting**

The Consultant will conduct an orientation/kick-off meeting for all of the key SCMTD representatives to explain the process and how each person can participate most effectively.

#### **B. Interview Key Staff**

The Consultant will convene the first on-site planning session to review and confirm the space needs of SCMTD utilizing previous studies and program information as a point to begin analysis of your current needs. Interviews of approximately 1 hour in length will be held with each of the identified departments/divisions to verify the needs, requirements and current operating procedures for each group. Typically, these interviews focus on identifying the number of staff, vehicles and equipment, and the type of work each person is involved in, storage requirements, support space requirements, the function and responsibilities of each department, the departments with which there is significant interface, etc. Specific information to be gathered and discussed during the on-site interviews will include, but not be limited to:

- Review current and projected staffing for Operations and Maintenance.
- Review training and conference room needs.
- Review employee support space needs including shower and locker areas, break rooms, fitness room, quiet rooms, etc.
- Determine number, size and type of workstations, offices and support spaces.
- Review frequency of vendors and visitors to Operations, Maintenance and other areas.
- Review dispatch requirements.
- Review requirements for repair and special use bays.
- Review maintenance support space needs such as lube room, battery room, parts room, common work areas, etc.

# Scope of Work

- Review shops space needs including component rebuild, facility maintenance, etc.
- Review fueling requirements such as types (including alternative fuels), frequency of fueling, fuel management systems, etc.
- Review washing, cleaning and detailing requirements.
- Review storage and warehousing requirements.
- Review site and building security requirements.
- Determine parking requirements for SCMTD vehicles, buses, employee vehicles, visitor vehicles and delivery vehicles.
- Determine alternative fuel system requirements and preferred fuel type.

## **C. Verify Data on Existing Vehicles/Equipment**

Data on all vehicles or equipment to be maintained will be verified based upon information provided to Consultant by SCMTD. Data to be included in the Vehicle/Equipment inventory are make, model, dimensions, weights, quantities and operating characteristics.

## **D. Analyze Growth Data**

The Consultant will analyze the growth data provided by SCMTD and will make staff and space projections based upon the growth in population, service zone, fleet size, staff size, and comparison to industry standards. This effort will be a confirmation of the previous studies.

## **E. Prepare Space Program**

Based upon the information learned through the questionnaires, interviews, review meetings, and growth analysis, the Consultant will develop the space needs program for the Operations and Maintenance Facility. Included in this program analysis will be existing square footage, the amount currently required, and the projected area to meet growth over the next 20 years. Space will be programmed for interior space (offices, shops, maintenance, warehouse, etc.) exterior covered spaces (canopy covered storage for materials or vehicles) and exterior spaces (employee parking, SCMTD vehicle parking, bus parking, visitor parking, material storage). The space needs program will be submitted in preliminary form for review by SCMTD.

## **F. Prepare Final Facility Program**

Upon completion and review of all work included above, the Consultant will prepare a Final Facility Program Document. This document will include a narrative description of all functional areas and operations, staff and vehicle projections, the space program, equipment inventory, and equipment list.

## **G. Prepare Site Survey**

The Consultant will prepare a site survey, which will include topography, boundaries, utilities, etc. SCMTD will provide title report for the Consultants use.

## **H. Prepare Geotechnical Report**

The Consultant will conduct a geotechnical and soils investigation report for the benefit and convenience of the District.

## **I. Site Master Plan**

After completion of the Space Needs Program, the Consultant will develop

# Scope of Work

a Site Master plan and conceptual building floor plans during the second on-site planning session. This master plan will focus on the functional and operational aspects of the proposed site, including vehicle circulation and access, building configurations and layout, number and size of work bays and shops, workflow, location of support functions, fuel and wash facilities, parking, phasing and implementation of the proposed master plan, and similar issues. Sequencing of the construction, including “work-around” plans will be developed as part of the master planning work. Even though the District will be “self permitting”, the Consultant would recommend courtesy participation by the City Planning and Building Departments during the review sessions.

## **J. Develop Master Plan Drawings**

The Consultant will generate Site Master plan and conceptual building plans, which respond to the comments and issues raised during the review meetings. In addition, a summary of the master plan issues will be developed. This summary will be submitted to Santa Cruz Metropolitan Transit District for review and comment.

## **K. Prepare Opinion of Probable Cost**

The Consultant will prepare a conceptual project budget based upon the master plan and will present it to SCMTD for review and approval.

### **Deliverables:**

- Final Space Needs Program
- Site Master Plan
- Conceptual Building Plan Drawings
- Site Survey
- Geotechnical Report (for the Districts benefit)
- Project Budget

## **TASK II PRELIMINARY DESIGN**

The purpose and objective of the Preliminary Design Task will be to develop the design of the SCMTD facility and to prepare the design in such detail to insure that the functional requirements are met, and that the overall building size, massing, materials, and major design elements are established. The Preliminary Design effort will be conducted for the Phase I build out of the facility. The specific work of Task II is as follows:

### **A. On-Site Design Session**

The Preliminary Design will commence with a several day on-site design session to be held at Santa Cruz Metropolitan Transit District to develop the actual design of the operations, maintenance, fuel and wash facilities and associated site improvements. During this design session, the site plan, building floor plans and elevations will be developed to finalize layouts, massing and materials. Throughout the week, the RNL Design team will develop alternative layouts and designs, which will then be reviewed with SCMTD's Review Committee each day. During the daily reviews, the various design opportunities and constraints of each alternative will be identified and discussed. As the week progresses, alternative functional plans and elevations of the buildings will be prepared, reviewed, and refined until a consensus has been achieved as to the project design concept.

# Scope of Work

## **B. Prepare Preliminary Design Plans**

At the completion of the on-site design session, the RNL Design team, including our civil engineer, landscape architect, structural engineer, mechanical engineer, electrical engineer, alternative fuel system consultant, maintenance equipment consultant, and communications consultant will begin the Preliminary Design drawings, which are intended to define the various components of the project. During this task, the dimensions of the building will be tied down, and the building design will be refined to include size and type of all openings, materials, type of structural, HVAC, electrical systems, communications, etc.

## **C. Prepare Equipment List**

The Consultant will inventory existing equipment and will prepare a detailed list of all shop equipment to support maintenance activities in the vehicle maintenance building and fuel and wash facilities. This list will be developed by functional area including maintenance bays, parts room, lube and compressor room, fuel island, wash bay, etc. All quantities will be identified and costs of new pieces of equipment will be developed.

## **D. Prepare Design Criteria**

The Consultant will prepare the design criteria to be used for planning and designing the new facilities. The design criteria will identify preliminary functional requirements for building systems including architectural, structural, mechanical, electrical and plumbing such as:

- . Establish clearance requirements throughout the project.
- . Functional areas and equipment to be included on an emergency power generating system.
- . Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
- . Lighting levels and type of lighting for each functional area within the operations and maintenance building.
- . Ventilation requirements for each functional area including repair bays, maintenance shops, lube and compressor room, battery room, chassis wash areas, and lower level work areas.
- . Minimum design temperatures for heating and cooling for each functional area.
- . Alternative fuels criteria including detection, exhaust and fire protection

## **E. Peer Review**

The Consultant will assist SCMTD in the FTA Peer Review process. RNL Design and the appropriate consultants will conduct a one-day meeting with SCMTD's peers to review the project scope, design, and budget prior to the Final Construction Documents phase. We will make appropriate adjustments to the design based on the review comments.

## **F. Prepare Opinion of Probable Cost**

The Consultant will prepare an estimate of probable construction cost based upon the preliminary design drawings and will present it to SCMTD for review and approval.

## **G. Value Engineering**

# Scope of Work

The Consultant will conduct a value engineering process with SCMTD and our consultants to analyze alternative systems and materials for the project. The Consultant will respond to VE proposals as recommended by the VE team.

## **H. Conduct QC Review**

The Consultant will conduct a quality control review of the Preliminary Design documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications and maintenance equipment, and will be performed by the Consultants Technical Review Group.

### **Deliverables:**

- . Preliminary Design Drawings, including construction sequencing and “work-around” plans
- . Equipment List
- . Design Criteria
- Cost Estimate

## **TASK III FINAL CONSTRUCTION DOCUMENTS**

The purpose and objective of the Final Construction Documents Task is to develop the approved Preliminary Design into more detail to fix and describe the size, character and quality of the Phase I project as to civil, architectural, structural, mechanical, electrical, alternative fuel systems, maintenance equipment, and landscape systems and materials. The Construction Documents will consist of drawings and specifications in sufficient detail to permit competitive bidding by General Contractors for the work. Construction Documents will be prepared for Project Phase I work only. The specific work of Task III will include:

### **A. Prepare Design Development Drawings**

The Consultant will prepare design development drawings based upon the City approved Preliminary Design package. The Design Development drawings will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2002 software.

### **B. Prepare Construction Drawings**

The Consultant will prepare detailed construction drawings under the direct supervision of an architect and engineers licensed in the State of California, which will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, landscape architectural, communications, alternative fuel system, and maintenance equipment disciplines. Drawings will be prepared utilizing AutoCAD Release 2000 software. Specific work will generally include but not be limited to:

- Demolition and site preparation drawings.
- . Architectural drawings including but not limited to site plan, floor plans, building elevations, building sections, wall sections, building details, roof plan, room finish schedule, door schedule and details, window details, millwork details, etc.

# Scope of Work

- Civil engineering drawings including but not limited to off-site utilities and on-site improvements, grading and drainage plan, utility plan, geometric layout plan, site details, calculations, etc.
- . Construction sequencing/phasing plans, with milestone timing requirements, will be developed and documented in the bidding documents with requirements for maintaining District operations throughout construction.
- . Landscape Architectural drawings including but not limited to landscape plan, irrigation plan, plant material schedule, planting details, site furnishings, exterior **signage/details**, etc.
- . Structural engineering drawings including but not limited to foundation plans, floor framing plans, roof framing plans, lateral bracing, details and schedules, calculations, etc.
- . Mechanical engineering drawings including but not limited to HVAC plans, plumbing plans, mechanical room layout plan, mechanical schedules, plumbing riser diagrams, HVAC details, fixture/equipment schedules, diesel fuel system, etc.
- . Electrical engineering drawings including but not limited to power plans, lighting plans, one-line diagram, light fixture schedule, telephone/computer outlet locations, panel schedules, etc.
- . Alternative fuel system drawings and performance requirements.
- . Communications/security systems drawings including but not limited to equipment layout drawing, site plan, system details, etc.
- . Equipment drawings including but not limited to equipment layout drawing, utility coordination drawing, process piping plans and details, etc.
- . Interior design drawings including interior elevations, interior finish plans, interior details, etc.
- . Furniture layout plans and specifications.

## **C. Specifications**

The Consultant will prepare the Technical Specifications for all elements of the project prepared in the CSI 16 Division format. The specifications will identify a minimum of three products or manufacturers, if required, except where it has been determined to benefit the project to select a proprietary or sole-source item.

## **D. Project Manual**

The Consultant will prepare the Project Manual in coordination with the Districts Project Manager/Construction Manager including Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond, Sample Construction Contract, General Conditions, Supplementary Conditions, and the Technical Specifications. The District's standard forms, contracts, bond and other standard material will be used as required.

## **E. Opinion of Probable Cost**

The Consultant will prepare a final Estimate of Probable Construction Cost on a line item/unit cost basis for the entire project. This estimate will be prepared when the documents are 100% complete and will be submitted

# Scope of Work

for review following the completion of the Construction Documents.

## **F. Conduct QC Review**

The Consultant will conduct a quality control review of the Construction Documents. This review will be performed on all disciplines including architectural, civil, structural, mechanical, electrical, plumbing, landscape, communications, alternative fuel system and maintenance equipment, and will be performed by the Consultant's Technical Review Group.

### **Deliverables:**

- Design Development Drawings
- Construction Drawings
- Project Manual including Specifications
- Estimate of Probable Cost

## **TASK IV PERMITTING**

The purpose of the Permitting Task is to allow the Architect and Consultants the necessary time to assure that all design work conforms to the requirements of each governmental or regulatory agency that has jurisdiction over the project. It is our understanding that SCMTD will be the "permitting agency" with the City of Santa Cruz providing document review and inspection during construction. The work of this Task actually begins in Task I of the project and is continuous throughout the design, but has broken out as a separate Task to call attention to the significant effort that is required to complete this work. The specific work of this Task includes:

- Meet with SCMTD, the City of Santa Cruz, and/or other applicable regulatory agencies that have jurisdiction over the project to bring them up to speed with the project requirements.
- The Consultant will meet with the City Planning Department in order as a courtesy to receive input/advice and concurrence on planning and zoning issues. Planning Commission courtesy presentations will be made if requested by the District.
- Submit the completed construction drawings to the appropriate regulatory agencies including building and fire departments, etc. for permitting. Answer questions of the regulatory agencies as necessary.
- Revise drawings, specifications and other construction documents as necessary until final approval has been granted by the required regulatory agencies.

### **Deliverables:**

Plan Check Approvals

## **TASK V BIDDING**

The purpose of the Bidding Phase is to assist the Construction Manager and SCMTD in selecting and contracting with a reputable General Contractor based upon a competitive bidding process. The specific work to be performed will include:

### **A. Attend Pre-Bid Conference**

The Consultant will attend a Pre-Bid Conference for all interested bidders in an effort to familiarize the bidders with the proposed project, and to

# Scope of Work

answer questions as necessary.

**B. Provide Interpretations, Clarifications and Addenda**

The Consultant will provide written interpretations and clarifications during the bidding period as necessary. In addition, the Consultant will prepare written addenda as needed for the project during the bidding phase.

**C. Review and Evaluate Bids**

The Consultant will assist the SCMTD and Construction Manager in reviewing all bids, will tabulate the bids and will provide a recommendation regarding the bids and award of contract.

**Deliverables:**

None

**TASK VI CONSTRUCTION ADMINISTRATION**

The purpose and objectives of the Construction Administration Task is to endeavor to assist the Districts Construction Manager to provide SCMTD assurance that the project is constructed in accordance with the approved construction documents. The specific work to be performed will include:

**A. Pre-Construction Meeting**

The Consultant will attend the Pre-Construction meeting to establish the coordination/communication policies and procedures.

**B. Construction Site Visits**

RNL Design will make regular visits to the site, averaging one visit per week, for the purpose of observing the progress and quality of work. In addition, each of RNL Design's consultants (civil, structural, mechanical, electrical, landscape, communications, maintenance/equipment) will make site visits at the appropriate stages of construction for their particular discipline.

**C. Attend Construction Coordination Meetings**

RNL Design will attend weekly construction coordination meetings in conjunction with the District Project Manager, Construction Manager, and the General Contractor. Each of our consultants will also attend coordination meetings at the appropriate stages of construction for their particular discipline.

**D. Provide Consultation and Assistance During Construction**

During the construction of the project, the Consultant will provide interpretations and consultation as needed. In addition, the Consultant will render decisions as needed in a timely manner in an effort to assist the General Contractor to maintain the timely completion of the project.

**E. Review Shop Drawings and Submittals**

The Consultant will receive, review, and take appropriate action on all required submittals made by the General Contractor including shop drawings, material samples, mix designs, product literature, etc.

**F. Review Pay Requests, Change Orders, etc.**

The Consultant will review the General Contractors pay requests, change orders, field orders, claims for additional time and other such data and will

# Scope of Work

make recommendations to the District for action

## **G. Conduct Punch List and Final Inspection**

The Consultant will conduct a “punch list” inspection prior to signing off on the Certificate of Substantial Completion. The “punch list” will identify work items, which must be corrected or completed. Upon successfully correcting and completing all the items on the “punch list”, or making satisfactory arrangements for their completion, RNL Design will execute the Certificate of Substantial Completion. RNL Design will then conduct a Final Inspection at the appropriate time to ensure that all “punch list” work has been completed.

## **H. Record Drawings**

Following the completion of the Project, the Consultant will prepare a reproducible set of record drawings showing the significant changes in the work made during construction based upon marked-up prints and other data furnished from the General Contractor.

## **I. Facility Maintenance Manual**

Following the completion of the Project, the Consultant will prepare a facility maintenance manual, which details the required maintenance procedures and schedule of activities for all components and equipment at the facility.

### **• Deliverables:**

- Construction Reports
- Material Testing Reports
- Copies of Construction-Related Documents
- Record Drawings
- Facility Maintenance Manual

# Billing Rates

The following billing rates are effective through December 31, 2003. Rates are subject to adjustment annually on January 1<sup>st</sup>.

RNL Design (Architecture, Interior Design)

Principal-in-Charge	\$185.00
Project Manager	\$150.00
Design Principal	\$210.00
Project Architect	\$125.00
Project Planner	\$115.00
Project Designer	\$100.00
Sr. Tech/CADD	\$80.00
Tech/CADD	\$75.00
Specifications	\$110.00
Construction Administrator	\$125.00
Clerical	\$55.00

Maintenance Design Group (Maintenance Equipment/Process Piping)

Principal	\$188.00
Project Manager	\$132.00
Facility Specialist	\$125.00
Sr. Facility Planner	\$93.00
Facility Planner	\$78.00
Tech/CADD	\$59.00
Clerical	\$54.00

Carter Burgess (**Mech/Elec/Plumb/Fire** Protection Engineering)

Principal Engineer	\$175.00
Project Manager	\$135.00
Senior Engineer	\$125.00
Tech/CADD	\$95.00
Clerical	\$70.00

Mesiti-Miller Engineering, Inc. (Civil/Structural Engineering)

Principal	\$148.00
Engineer V	\$134.00
Engineer IV	\$121.00
Engineer III	\$107.00
Engineer II	\$93.00
Clerical	\$60.00

**Joni L. Janecki & Associates, Inc.** (Landscape Architecture)

Principal	\$125.00
Sr. Designer	\$95.00
Project Manager	\$85.00
Tech/CADD	\$65.00
Irrigation Consultant	\$85.00

Haro Kasunich (**Geotechnical**)

Principal	\$175.00
Principal Engineer	\$165.00

# Billing Rates

Sr. Engineer	\$150.00
Geologist	\$150.00
Tech/CADD	\$90.00
Clerical	\$40.00

Raymundo Engineering Company, Inc. (Alternative Fuel Systems)

<b>Principal Engineer</b>	<b>\$115.00</b>
---------------------------	-----------------

TEECOM (Communications/Security Systems)

<b>Principal</b>	<b>\$185.00</b>
<b>Project Manager</b>	<b>\$150.00</b>
<b>Design Engineer</b>	<b>\$120.00</b>

Yuang Tai, **Inc.** (Cost Estimating)

<b>Principal</b>	<b>\$105.00</b>
<b>Estimator</b>	<b>\$85.00</b>

Denise Duffy & Associates (Environmental)

<b>Principal</b>	<b>\$175.00</b>
<b>Sr. Project Manager</b>	<b>\$115.00</b>

# Key Personnel

## **RNL Design (Architecture, Interior Design)**

Principal-in-Charge Patrick M. McKelvey, AIA  
Project Manager Charles (Chuck) E. Boxwell, AIA  
Design Principal Katherine (Kate) Diamond, FAIA

## **Maintenance Design Group (Maintenance Equipment/Process Piping)**

Principal Donald Leidy  
Project Manager Mark Ellis  
Facility Specialist Ken Booth

## **Carter Burgess (Mech/Elec/Plumb/Fire Protection Engineering)**

Project Manager Darin Stuart  
Mechanical Engineer Jeffrey Dittman, P.E.  
Electrical Engineer Simon Jeff, P.E.  
Fire Protection Larry Romine, P.E.

## **Mesiti-Miller Engineering, Inc. (Civil/Structural Engineering)**

Principal Mark Mesiti-Miller, P.E.  
Structural Engineer Dale Hendsbee, SE.  
Civil Engineer Brian Lee, P.E.

## **Joni L. Janecki & Associates, Inc. (Landscape Architecture)**

Principal Joni L. Janecki, ASLA

## **Haro Kasunich (Geotechnical)**

Principal Joseph Haro, P.E.

## **Raymundo Engineering Company, Inc. (Alternative Fuel Systems)**

Principal Engineer James Dong

## **TEECOM (Communications/Security Systems)**

Principal David A. Marks, P.E.

## **Yuang Tai, Inc. (Cost Estimating)**

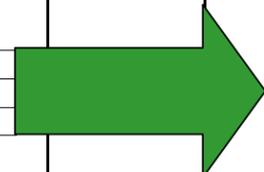
Principal Cobus Malan

## **Denise Duffy & Associates (Environmental)**

Principal Denise A. Duffy

**Project Schedule**  
**Santa Cruz Metropolitan Transit District**  
**Metro Base**

TASK / WORK ITEM	2003					2004												2005
	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	Jan
	11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24	1 8 15 22 29	5 12 19 26	2 9 16 23	1 8 15 22 29	5 12 19 26	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 29	1 8 15 22 29	5 12
<b>Notice to Proceed</b>	*																	
<b>Task I Program Confirmation &amp; Master Plan</b>																		
-Kick Off Meeting/Distribute Questionnaires	█																	
-On-Site Interviews/Program Confirmation		█																
-Develop Space Needs Program		█																
-District Review/Approval			█															
-Master Planning On Site Session				█														
-Master Plan Documents					█													
-Conduct Survey, Soils Report		█																
-District Review/Approval					█													
<b>Task II Preliminary Design</b>																		
-On Site Design Session					█													
-Prepare Schematic Design (35%)						█												
-Peer Review							█											
-Value Engineering								█										
-Prepare Cost Estimate									█									
-QA/QC Review										█								
-District Review/Approval											█							
<b>Task III Final Construction Documents</b>																		
-Prepare Design Development Documents										█								
-Prepare Construction Documents (65%, 95%)											█							
-Prepare Specifications												█						
-Prepare Cost Estimate													█					
-QA/QC Review														█				
-District Review/Approval															█			
<b>Phase IV Permitting</b>																		
-Planning Dept. (Courtesy Meeting)																		
-City Building Dept. Plan Check																		
-Plan Check Revisions																		
-Final Review (100% Documents)																		
<b>Task V Bidding</b>																		
-Bidding																		
-Award Construction Contract																		
<b>Task VI Construction Administration</b>																		
-Construction (16 - 20 months in 2 to 3 Phases)																		
-Start Up/Operational Manuals (1 month)																		
-Move In (1 month)																		
-Record Drawings																		
<b>City Meetings / Presentations</b>																		
-District/RNL Design Progress Meetings	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Presentations SCMTD Board																		



**Basic Assumptions:**

- New Maintenance Building Area of approximately 15,000 SF
- Renovate Maint. Building Area of approximately 11,000 SF
- Maintenance Site Area of approximately 2.1 acres
- Renovate and Expand Operations Building Area of approximately 12,000 SF
- New Wash Facility
- New LCNG Fuel System and Fueling Facility
- Operations Site Area of approximately 3.6 acres
- Construction Budget of \$18 - 22 M
- Fees based upon one (1) set of construction documents, one (1) bid, one (1) construction contractor

**ARCHITECTURAL/ENGINEERING FEES**

**DESIGN TEAM FEES - BASIC COMPENSATION**

	<b>Professional Fees</b>
<b>RNL Design</b> - Architecture, Interior Design / Furniture	<b>\$938,010</b>
<b>Maintenance Design Group</b> - Maint Equipt, Process Piping	<b>\$175,350</b>
<b>Carter + Burgess</b> - Mech/Elect/Plumb/Fire Protect/Diesel Fuel	<b>\$380,350</b>
<b>Mesiti - Miller Engineering</b> - Civil, Structural	<b>\$374,100</b>
<b>Joni L. Jannecki &amp; Associates</b> - Landscape Architecture	<b>\$70,600</b>
<b>Haro Kasunich</b> - Geotechnical	<b>\$63,000</b>
<b>Raymundo Engineering Company</b> - LCNG Fuel System	<b>\$69,200</b>
<b>TEECOM</b> - Communications, Security	<b>\$64,900</b>
<b>Yuang Tai</b> - Cost Estimating	<b><u>\$60,750</u></b>
<b>TOTAL FEE</b>	<b>\$2,196,260</b>

**OTHER DESIGN SERVICES**

<b>Denise Duffy &amp; Associates</b>	Allowance	<b>\$30,000</b>
<b>Maintenance Design Group</b> - Facility Maintenance Manual		<b><u>\$30,000</u></b>
<b>Total Other Design Services</b>		<b>\$60,000</b>
<b>TOTAL PROFESSIONAL SERVICES</b>		<b>\$2,256,260</b>

**REIMBURSABLE EXPENSES ALLOWANCE**

- Allowance Not to Exceed	<b>\$184,501</b>
- Local Office Expense	<b><u>\$90,000</u></b>
<b>Total Expenses</b>	<b>\$274,501</b>

**OPTIONAL DESIGN EXPENSES**

<b>Professional Renderings</b>	\$3000 / rendering	
<b>Presentation Model</b>	Allow \$10,000 - 15,000	
<b>Total Contract Amount</b>		<b>\$2,530,761</b>
<b>Optional Project Insurance Policy</b>		<b>\$88,000</b>

**Excluded Design Services**

Environmental/Hazardous Materials Studies/Reports

**DBE Participation**

<b>Joni L. Janecki &amp; Associates - Landscape Architecture</b>	<b>\$70,600</b>
<b>Haro Kasunich - Geotechnical</b>	<b>\$63,000</b>
<b>Raymundo Engineering Company - LCNG Fuel System</b>	<b>\$69,200</b>
<b>TEECOM - Communications, Security</b>	<b>\$64,900</b>
<b>Yuang Tai - Cost Estimating</b>	<b><u>\$60,750</u></b>
<b>Total DBE Participation</b>	<b>\$328,450</b>
<b>DBE % of Professional Fees</b>	<b>14.56%</b>

# ATTACHMENT D

## METROBASE PROJECT FUNDING AVAILABLE

*as of 6/27/03*

Category	Source	Balance
Construction	Federal Grants	\$ 3,934,752
	Lawsuit/FEMA/OES	\$ 7,625,593
	MOF Sale	\$ 3,000,000
		\$ 14,560,345
Engineering	Federal Grants	\$ 1,725,481
Land	Federal Grants	\$ 4,618,200
Planning/Environmental	Federal Grants	\$ 902,332
	Total Available	\$ 21,806,358

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF ENDORSING A RESOLUTION SUBMITTING THE BUDGET ACCOUNTABILITY ACT TO THE VOTERS OF THE STATE OF CALIFORNIA.**

## I. RECOMMENDED ACTION

**That the Board of Directors approve a Resolution endorsing the Budget Accountability Act and endorse submitting it to the voters of the State of California.**

## II. SUMMARY OF ISSUES

- On July 15, 2003 Tony Madrigal, Political Director, Local 415, Service Employees International Union (SEIU) transmitted a letter to Board Chair Emily Reilly requesting support of a Resolution endorsing the Budget Accountability Act.
- The proposed Budget Accountability Act makes substantive changes in the way the California State Legislature would address the development and enactment of the annual budget.
- The proposed Budget Accountability Act would expand the public information requirements of the state budget process as well as lowering the vote requirements to 55% in each house of the legislature to pass a budget.
- The proposed Budget Accountability Act would require that the legislature establish a “rainy day fund” in anticipation of poor economic times.
- The proposed Budget Accountability Act would require that the Governor and Members of the Legislature permanently forfeit their salary and per diem allowance for each day past the Constitutional deadline that there is not an enacted budget.
- The proposed Resolution would endorse submitting the Budget Accountability Act to the voters of the State of California for consideration.

## III. DISCUSSION

On July 15, 2003 Tony Madrigal, Political Director for Local 415 of the Service Employees International Union (SEIU) transmitted a letter to METRO Board Chair Emily Reilly. Mr. Madrigal’s letter requested that the METRO Board of Directors support a Resolution endorsing the Budget Accountability Act and support submitting the Budget Accountability Act to the voters of the State of California. The Budget Accountability Act would require a number of major changes in the State budget process. In the absence of an adopted budget by June 15 of

each year (Constitutional deadline), the Governor and members of the Legislature would forfeit salary and expense benefits until a budget is adopted. An expanded public information program regarding the State Budget would be required. The dual house 2/3-majority vote requirement to pass a budget would be modified to a dual house 55% majority vote requirement. A requirement for the establishment of a “rainy day” fund is also included in the Budget Accountability Act.

A Resolution endorsing the Budget Accountability Act is attached to this Staff Report.

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

Action taken by the Board of Directors with respect to the Budget Accountability Act will not have an effect on the 2002/2003 METRO Operating Budget.

#### **V. ATTACHMENTS**

**Attachment A:** July 15, 2003 Letter and Attachments from Tony Madrigal.

**Attachment B:** Resolution endorsing the Budget Accountability Act.



Stronger Together

# SEIU Local 415

Service Employees International Union, AFL-CIO. CLC

**Main Office and Mailing Address**

5 17 Mission Street, Santa Cruz, CA 95060 831-459-04 15 Fax: 83 1-459-0756

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

Tuesday, July 15, 2003

**Attachment A**

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

JUL 16 2003

Dear Chairperson Reilly,

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

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

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



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

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

For the Union,

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

Tony Madrigal  
Political Director

cc: Cliff Leo Tillman, Jr., Executive Director

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

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

## *A Permanent Solution for California's Budget Crisis*

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

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

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

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

### **Reform the budget process.**

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

### **End political gridlock.**

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

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

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

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

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

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

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

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

## **Encourage fiscal responsibility.**

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

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

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

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

**Language of the Initiative**

**Ballot Title and Summary**

Date: June 20, 2003  
File: SA2003RF0018

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

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

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

Section 1: Title

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

Section 2: Findings and Declaration of Purpose

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

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

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

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

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

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

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

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

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

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

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

### Section 3. Purpose and Intent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) *For any fiscal year for which General Fund revenues exceed the amount needed **to fund** current General Fund service levels, the **Legislature** shall deposit at least 25 percent of the excess revenues into the Prudent State Reserve Fund established pursuant to Section 5.5 of Article **XIII B**, unless the Reserve Fund equals 5 percent or more of General Fund expenditures for **the fiscal** year immediately preceding that fiscal year. Appropriations from the **fund** may be made only in years in which revenues are not sufficient to fund current General Fund service levels or in response to a state of emergency declared by **the Governor**. **Appropriations from the fund may** only be used for these purposes and may not be **used** to increase **expenditures**. Notwithstanding Section 5 of Article **XIII B**, contributions to **the fund** shall not constitute appropriations subject to limitation until they are appropriated for **expenditure from** the fund.*

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

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

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

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

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

*Section 7: Severability*

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

*Section 8: Amendment*

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

*Section 9: Conflicting Initiatives*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Official Endorsement**

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

- Please list my organization as a member of Californians for Budget Accountability**
- Please list my name as an individual member of Californians for Budget Accountability**

Organizational Name (print)

Your Name & Signature

Organization

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

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

- Distribute materials
- Send a letter to employees/members/others
- Speak at Local press events
- Place a newsletter article
- Sign a letter-to-the-editor
- Other help \_\_\_\_\_

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

**Sample Resolution Endorsing the Budget Accountability Act**

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

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

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

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

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

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

**Endorsement List**

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

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

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

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

IN SPIRIT

JERICHO

Justice Matters Institute

Kern Regional Center

Kids in Common

Korean Resource Center

Latino Issues Forum

La Maestra Family Clinic, Inc.

League of Women Voters of California

Los Angeles Alliance for a New Economy

Los Angeles Community College District

Los Angeles Family Housing

Mental Health Association in California

Mental Health Association in L.A. County

Mental Health Association of Orange County

Merced Mariposa Central Labor Council

Movement Strategy Center

Older Women's League of California

Peace and Freedom Party of California

Planned Parenthood Affiliates of California

Resources for Independent Living

San Diego-Imperial Counties Labor Council

San Francisco Community College District Federation of Teachers, AFT 2121

San Mateo County Central Labor Council

SEIU California State Council

Small School Districts' Association

Social Justice Center of Marin

Solano Children's Alliance/Children's Network Council

State Building & Construction Trades Council

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

State Council of H.E.R.E.

Teamsters Union

United Farm Workers

Vote Health

Women's International League for Peace & Freedom - Fresno

\*Partial List

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**By Peter Schrag – Sacramento Bee Columnist - (Published  
March 19, 2003)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

About the Writer

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Peter Schrag can be reached at Box 15779, Sacramento, CA 95852-0779 or at [pschrag@sacbee.com](mailto:pschrag@sacbee.com).

Los Angeles Times – May 22, 2003

GEORGE SKELTON CAPITOL JOURNAL

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

George Skelton

May 22, 2003

Sacramento

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

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

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

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

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

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

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

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

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

diapers for the aged, decent class sizes for kids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This may be very tempting for voters.

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

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

# Mercury News Editorial

Posted on Tue, Apr. 29, 2003

How to break the budget deadlock

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

## Mercury News Editorial

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

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

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

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

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

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

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

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

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

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

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

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

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

**A RESOLUTION OF  
ENDORSEMENT OF THE BUDGET ACCOUNTABILITY ACT AND  
SUPPORTING SUBMISSION OF THE BUDGET ACCOUNTABILITY  
ACT TO THE VOTERS OF THE STATE OF CALIFORNIA.**

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

**WHEREAS**, the provision of public transportation service requires financial support from the State of California, and

**WHEREAS**, the ability of the State to provide financial support for public transit services is dependent upon the enactment of a state budget, and

**WHEREAS**, the two-thirds vote requirement to pass a state budget has resulted in legislative impasse thus delaying the enactment of budgets to the detriment of the financial stability of the state and the services that it supports, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District is supportive of measures that would improve the legislative budget enactment process, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District believes that the Budget Accountability Act will result in comprehensive reform of the state budget process that will hold the Governor and the Members of the Legislature accountable to the People of California and produce timely balanced state budgets.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby endorse the Budget Accountability Act and supports the submission of the Budget Accountability Act to the voters of the State of California.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be transmitted to the Californians for Budget Accountability and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ by the following vote:

**AYES:**

**NOES:**

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

Page 2

**ABSTAIN:**

**ABSENT:**

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

Emily Reilly  
Chairperson

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

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Leslie R. White  
**SUBJECT: CONSIDERATION OF STATUS OF HIGHWAY 1 WIDENING/HOV  
JOINT POWERS AUTHORITY FORMATION**

## I. RECOMMENDED ACTION

**That the Board of Directors consider the status of the formation of the Highway 1 Widening/HOV Joint Powers Authority.**

## II. SUMMARY OF ISSUES

- On March 28, 2003 the Board of Directors appointed Director Marcela Tavantzis to represent METRO on the Committee charged with developing a Formation Agreement for a Highway 1 Widening/HOV Joint Powers Authority.
- The JPA Formation Working Group held the first meeting on April 4, 2003 and has been meeting regularly since that time.
- The primary goal of the Working Group has been to develop a JPA Formation Agreement that could receive consideration by the legislative bodies of the prospective members.
- At the present time the Draft Formation Agreement is undergoing additional revisions and is not ready for consideration by the Board of Directors.
- At the Board of Directors Meeting of August 08, 2003, questions were raised regarding the potential financing requirements of the JPA and the necessity for continued participation by METRO in light of pending legislation (AB 692).
- A request was made to place the issue of the status of the Highway 1 JPA Formation Agreement on the August 22, 2003 Board of Directors agenda.

## III. DISCUSSION

The Santa Cruz County Regional Transportation Commission (SCCRTC) determined that the most effective method for managing the Highway 1 Widening/HOV Project was to form a Joint Powers Authority (JPA). METRO was invited to participate in the formation of the JPA in order to assist in the development of the High Occupancy Vehicle lane component of the project and in order to provide the JPA with option of using a “design build” approach to project implementation should that be deemed to be desirable.

In order to develop the necessary Formation Agreement for the JPA, a Working Group was established consisting of representatives of Santa Cruz County, the component cities, SCCRTC and METRO. The Board of Directors appointed Director Marcela Tavantzis to represent METRO on the Working Group. The initial meeting of the Working Group was held on April 04, 2003 and there have been regular meetings since that time. A Draft Formation Agreement has been developed but has undergone multiple revisions. The latest Draft Agreement is in the process of being revised.

In prior actions the Board of Directors has indicated that METRO could not provide a loan of \$450,000 to be used for Working Capital for the JPA. The Board indicated that METRO could provide staff assistance to the JPA in certain areas. The current Draft Agreement that is being developed anticipates that there will be a need for an annual amount of local funds to support the operation of the JPA and to cover costs that may not be eligible for reimbursement from state or federal sources. Currently the initial estimate is that the local funds that may be required would be approximately \$100,000 per year. This estimate is very preliminary and may change based upon the decisions made by the JPA. The current Draft Agreement envisions that the METRO share of the needed local funds will be 34% annually.

The California State Legislature is currently considering Assembly Bill 692, which would authorize the use of "design sequencing" for project implementation by the Valley Transportation Authority, The Los Angeles Metropolitan Transportation Authority, and the Santa Cruz County Regional Transportation Commission. If AB 692 is enacted into law, the JPA may be able to use the "design sequencing" approach to achieve the same cost and time savings that it was anticipated that the "design build" approach could deliver.

On August 08, 2003 some members of the Board raised questions with regard to the necessity of METRO continuing to participate in the JPA if AB 692 is enacted into law. There was also concern expressed about METRO providing funds to the JPA at a time when transit service is being reduced and fares increased.

On August 08, 2003 members of the Board requested the issue of the status of the activities of the JPA Working Group and the Formation Agreement be placed on the Agenda for the August 22, 2003 meeting.

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

METRO District Counsel is providing staff assistance to the JPA Working Group in the development of a Draft Formation Agreement. There will be no other financial requirements until such time as a final JPA Formation Agreement is presented for consideration and action by the Board of Directors.

#### **V. ATTACHMENTS**

**ATTACHMENT A:** Letter From Chairperson Emily Reilly

*Santa Cruz Metropolitan  
Transit District*



RE: PARTICIPATION IN HIGHWAY 1 WIDENING PROJECT JPA

Dear Members of the Board:

When the Board was initially asked to discuss the district participation in the Joint Powers Authority (JPA) that is being set up to construct the Highway 1 widening project, the reason given was that the District was currently the only local agency with the authority to carry out the construction of the project under the Design/Build process. Since nobody knew if the proposed legislation would pass that would grant the JPA the power to use Design/Build and members of the Regional Transportation Commission (RTC) wanted to have the option to use it, the District's participation seemed essential.

Now, however, it appears as if State legislation is about to pass that will give the JPA an alternate approach to Design/Build that JPA members support.

Moreover, as Transportation Commissioners have learned more about the problems with Design/Build, particularly the political ones, it appears that the Design/Build option is not really a feasible one.

As we are all too aware, the Transit District is currently faced with an onslaught of serious issues and problems. Moving forward on the Metrobase and the Pacific Station project in Santa Cruz, dealing with paratransit services, and, most important, trying to maintain adequate bus service in this awful economic climate will easily consume all our time and energy in the coming months. While it is true that the bus service may benefit from a widened highway, the widening project is certainly not central to our mission. Participating in the JPA could divert staff time and energy, as well as Board time and energy, from the work tasks that we must concentrate on.

Moreover, at this time the proposal for the JPA includes the District paying about 34% of any costs that aren't picked up elsewhere. Given our overall fiscal situation and the fact that we have been raising fares and cutting bus service to our customers, and may have to cut more, I think it is totally unjustified to use any of our scarce money for highway widening purposes.

My memory of our discussion, months ago, about our participation in the JPA, is that we were willing to provide assistance for design/build, but that we were clear about Not spending money to fund or operate, not increasing liability for the district, not administering the JPA.

Therefore, because the Highway 1 widening project JPA no longer appears to need the participation of the District and because we, of all times, need to concentrate on fulfilling our central mission as a transit service provider, I recommend that the District Board decline to participate in the JPA. Further, I recommend that, should the Board decide to continue its participation in the JPA, it notify the other proposed JPA members that it is unable and unwilling to pay any of the local costs or provide administrative services.

Thank you for your consideration.

Sincerely,

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

Emily Reilly

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** August 22, 2003

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO SERVICE**

### I. RECOMMENDED ACTION

**Amend the Santa Cruz METRO Bus Advertising Policy and Regulation to Allow Advertising for Santa Cruz METRO Service**

### II. SUMMARY OF ISSUES

- In September 2002, Santa Cruz METRO Board of Directors adopted a Bus Advertising Policy and Regulation which limited advertising on METRO buses to commercial advertisements only.
- The METRO Board of Directors took this action in order to procure as much revenue as practicable while ensuring that the advertising does not discourage the use of METRO's transit service.
- The Santa Cruz County Regional Transportation Commission staff is attempting to promote the use of METRO transit service by the general public through bus advertisements of the one-in-five program on METRO buses but because of the strict definitions utilized in METRO's advertising policy and because currently, METRO has no advertising program in place, staff has declined the advertisements.
- This matter has been placed on the agenda in order for the Board of Directors to consider whether the policy should be amended to allow METRO transit service to be advertised.

### III. DISCUSSION

In September 2002, the Santa Cruz METRO Board of Directors adopted an Advertising Policy and Regulations for its Bus Advertising Program. The policy limited advertisements to commercial advertising only. The Board of Directors determined at that time that advertisements on the outside and inside of the buses should be limited to commercial only in order to generate as much revenue as possible and to specifically avoid the creation of a general public forum for purposes of communication.

A request was made by the Santa Cruz County Transportation Commission staff for information on the rates for advertising the “1 in 5” program on METRO buses. The purpose of this advertisement was to promote the use of METRO buses. Because of the strict definition of “Commercial Advertising” in the policy, METRO staff did not believe that such advertisement would be allowed under the policy.

Should the Board of Directors wish to allow advertisements that promote METRO transit service than the policy should be amended as indicated in Attachment A. If approved the language set forth in bold would be added to the policy.

**IV. FINANCIAL CONSIDERATIONS**

none

**V. ATTACHMENTS**

**Attachment A:** Advertising Policy and Regulations with proposed new language to allow advertisements promoting use of METRO buses.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

8/3/98

Regulation Number: AR-1006

Computer Title: Advertising

Effective Date: September 27, 2002

Pages: 5

**TITLE: ADVERTISING POLICY AND REGULATIONS**

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## Procedure History

<b>NEW POLICY</b>	<b>SUMMARY OF POLICY</b>	<b>APPROVED</b>
9/27/02	To Create a policy regarding advertising on buses	S. A.
8/22/03	<b>Policy amended to allow METRO bus advertisements</b>	

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## I. POLICY

- 1.01 Santa Cruz Metro sells space inside and upon its buses, for the display of commercial advertising. The purpose is to raise revenues, supplementary to those from fares and from tax proceeds, to be used to finance Santa Cruz Metro's operations. The display of advertising is solely for this purpose. It is not intended to provide a general public forum for purposes of communication, but rather to make use of property held in a proprietary capacity in order to generate revenue.
- 1.02 In order to realize the maximum benefit from the sale of advertising space, the program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising does not discourage the use of Santa Cruz Metro's transit system, does not diminish Santa Cruz Metro's reputation in the community it serves or the good will of its patrons, and is consistent with Santa Cruz Metro's principal purpose of providing safe, comfortable, efficient and affordable public transportation. To attain these objectives, Santa Cruz Metro's Board of Directors has established these regulations for the advertising displayed in and upon its buses.
- 1.03 In addition to the foregoing, noncommercial speech is excluded from advertising inside and upon the buses for the following reasons:

- a. Santa Cruz Metro wishes to maintain a position of neutrality on political, religious, environmental, or other public matters and issues in order to promote its commercial enterprise;
- b. If advertisement inside and upon the buses is not restricted, the buses and passengers could be subject to violence;
- c. Preventing a reduction in income earned from selling advertising space because commercial advertisers may be dissuaded from using the forum commonly used by those wishing to communicate political or religious ideas or beliefs.

## **II. APPLICABILITY**

- 2.01 This procedure is applicable to all District employees and all independent contractors who contract with Santa Cruz Metro, for the placement of advertisement in and upon Santa Cruz Metro's buses.

## **III. DEFINITIONS**

- 3.01 Commercial advertising:
- a. Advertising the sole purpose for which is to sell or rent real estate or personal property for profit, or to sell services for profit.
  - b. Shall not include any advertising that both offers to sell property or services and also conveys information about matters of general interest, political issues, religious, moral, or environmental matters or issues, or other public matters or issues, or expresses or advocates opinions or positions upon any of the foregoing.
  - c. Does not convey whether expressly or implied, intentionally or unintentionally, by inference or innuendo, the religious, social, political, legal or moral view of any person or entity as such views are generally understood in Santa Cruz County community.
  - d. Does not cause the vehicles, if posted individually or in combination with other advertisements, to become a public forum for the dissemination, debate, and/or discussion of public issues.

3.02 Political Advertising:

- a. Any advertising that supports or opposes the election of any candidate or group of candidates for election to any federal, State, or local government office;
- b. Any advertising that supports or opposes any referendum conducted by the federal or State government, or by any local government, such as referenda on constitutional amendments, on bond issues, or on local legislation; or
- c. Any advertising that features any person whose prominence is based wholly or in part upon his or her past or present activity in political affairs, or that represents or implies any such person's approval or endorsement of the subject matter of the advertising.

#### **IV. ADVERTISING STANDARDS**

4.01 All advertising displayed in or upon the Santa Cruz Metro's buses shall be strictly commercial in nature and purpose.

4.02 Santa Cruz Metro's transit system, in order to serve the purpose for which it has been established, must of necessity accommodate all persons without distinction of age. It is therefore necessary to exclude advertising unsuitable for exposure to children or persons with immature judgment. The following kinds of advertising therefore will not be displayed in or upon Santa Cruz Metro's buses:

1. Advertising for cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.
2. Advertising for alcoholic beverages, including beer, wine, and distilled spirits.
3. Advertising for products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling with regard to pregnancy, abortion, or other sexual matter.
4. Advertising for products, services, or entertainment directed to sexual stimulation.

4.03 Advertising that explicitly and directly promotes or encourages the use of means of transportation in direct competition with Santa Cruz Metro's bus service shall not be displayed in or upon Santa Cruz Metro's buses.

- 4.04 No advertising shall be permitted that in any way denigrates Santa Cruz Metro's organization, or its operation, or its officers, agents, or employees. This prohibition includes advertising copy and illustrations that state or imply or could reasonably be expected to cause an inference, that Santa Cruz Metro's service or operations are anything but safe, efficient, affordable and convenient.
- 4.05 Santa Cruz Metro expects all advertising copy to be truthful. Advertising copy and illustrations should not be exaggerated, distorted, false, misleading or deceptive.
- 4.06 Medical products or treatments are to be treated in a restrained and inoffensive manner.
- 4.07 Testimonials are expected to be authentic, and advertisers using them will be required to indemnify Santa Cruz Metro against any action brought in connection with them. Advertising that promotes contests or giveaways is expected to comply with all applicable laws and regulations.
- 4.08 No advertising in or upon Santa Cruz Metro's buses shall include language, pictures, or other graphic representations that are unsuitable for exposure to persons of young age and immature judgment, or shall be derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, religion, gender or sexual preference.
- 4.09 No advertising shall be displayed in or upon Santa Cruz Metro's buses if the display thereof would violate any federal or State law or regulation, or any law, regulation, or ordinance of any county or municipality in or through which Santa Cruz Metro buses are or may be operated.
- 4.10 No advertising that is obscene, as defined by federal or California law, shall be displayed in or upon Santa Cruz Metro's buses.
- 4.11 Proposed advertisements shall not be accepted if the use, or possession of the property proposed to be advertised, includes a product that is specifically prohibited from use or possession on Santa Cruz Metro's facilities including its buses and vehicles. These products include firearms, tobacco products, alcohol and weapons.
- 4.12 No advertising will be accepted if it advocates imminent lawlessness or violence.
- 4.13 Political advertising will not be accepted.
- 4.14 Advertising will not be accepted if it promotes or encourages unlawful activity.

4.15 Advertising will not be accepted if it supports or opposes an issue or cause and/or which advocates or opposes a religion or belief.

**4.16 Notwithstanding any other provision in this policy, advertising for METRO's programs, services and activities shall be allowed. METRO also retains the right to communicate with its passengers and the public on transit issues, to seek input and participation from its passengers and to provide its passengers with notifications of meetings, hearings and other transit-related issues.**

## **V. USE OF SANTA CRUZ METRO'S NAME**

5.01 Use of Santa Cruz Metro's name, logo, slogans, or other graphic representations is subject to advance approval by Santa Cruz Metro. Santa Cruz Metro does not endorse or imply endorsement of any product or service.

## **VI. ADMINISTRATION OF ADVERTISING REGULATION**

6.01 Advertising space on Santa Cruz Metro's buses is sold through an independent Contractor. The Contractor shall comply with the foregoing policies, and review all advertising with reference to them. They shall refer all such advertising that falls or may fall into any of the categories defined above to Santa Cruz Metro's designated representative responsible for administering the advertising program, who shall determine whether the proposed advertising will be accepted. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, Santa Cruz Metro's representative shall consult with Santa Cruz Metro's District Counsel and with its General Manager or the officer designated by him/her for this purpose. The General Manager or his/her designee, on the basis of such consultation, shall determine whether the proposed advertising will be accepted or rejected.

6.02 Santa Cruz Metro will co-operate with the party or parties proposing the advertising, and with the independent contractor through whom it has been proposed, in a reasonable effort to revise it in order to produce advertising that can be accepted and displayed consistently with the foregoing policies.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** August 22, 2003  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT: CONSIDERATION OF ROUTE SUBSIDY BY PACIFIC UNION APARTMENTS, INC.**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors authorize the General Manager to enter into an agreement with Pacific Union Apartments to provide for a Route Subsidy to extend service on Route 20 – University via Westside.**

## II. SUMMARY OF ISSUES

- Pacific Union Apartments approached the District about whether there was interest in providing service for the apartments.
- The cost of providing dedicated service was prohibitive and beyond the budget of the apartment complex.
- Staff worked with the apartment complex and determined that some modifications could be made to Route 20 that would benefit both the Apartment Complex and the District.
- The Apartment Complex has committed to a minimum payment of \$26,650 to subsidize the route extension.
- This fee will be used to provide 17,767 rides at \$1.50 each to the residents of the apartment complex. Should there be additional rides, they would be charged at the rate of \$1.50 per ride.

## III. DISCUSSION

Earlier this year the owners of the Pacific Union Apartments approached the District with a request to provide some dedicated service to their apartment complex. As staff worked to develop costs, it became apparent that the cost to provide this type of service was beyond what the apartment complex was willing to pay for service. There appears to be a City of Santa Cruz requirement for some bus service related to the project.

Staff continued to look into options that might be available for the complex. The best route that could be deviated for some trips was the Route 20 – University Westside. The problem for this route is that it only operates Monday through Friday when UCSC is in session. In order for this route to provide regular service to the apartment complex, it would have to operate all year. The

estimated cost to provide the additional service is \$26,650. The attached letter from Christopher Garwood from Pacific Shores Apartments commits to a minimum charge of \$26,650 per year, paid monthly to Santa Cruz METRO for 5 day annual weekday service. Each ride taken by residents of the Pacific Union Apartments shall be charged at a rate of \$1.50 per ride. Should the number of rides taken exceed 17,767, these rides shall also be charged at the rate of \$1.50. All residents of the apartment complex will be provided with transit passes that can be read by the fareboxes. These counts will then be used to make the charges. This is the first time that Santa Cruz METRO has entered into such an arrangement with an apartment complex. Should this prove to be successful, it can be used as a model to use for other developments in the area.

A schedule for the proposed service is attached as Attachment B. Staff is recommending this service proposal *as long as there is adequate funding to pay for the service*. The Board should be prepared to remove the service should the funding not be provided at some future date.

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

This contract would provide a minimum of \$26,650 in revenue to the District. Any revenue in the farebox from the added service would be additional revenue to the agency.

#### **V. ATTACHMENTS**

**Attachment A:** Letter from Christopher Garwood, Pacific Union Apartments

**Attachment B:** Proposed Route 20 Schedule



Attachment A

Copy

13 August 2003

Mr. Mark Dorfman  
Assistant General Manager  
Santa Cruz Metro Transit District  
370 Encinal Street, Suite 100  
Santa Cruz 95060

VIA FACSIMILE 426-6 117

Dear Mark;

I am writing to express interest in paying to extend line 20 to include the Pacific Shores apartment project on Shaffer Road. I have reviewed your proposal and am willing to fund this program on the terms and daily schedule you suggested. Those terms were:

- 5 day annual weekday service
- Minimum charge of \$26,650 per year, paid monthly

You will issue cards and track usage by our tenants. You will charge against the minimum fee noted above \$1 SO per ride used by our non-university tenants. Should our riders use more than the minimum we will pay the surcharge. You will attempt to get university assistance to fund the three months or so when this bus does not now run.

We believe this is an excellent way to reduce traffic congestion, and support public transit, Please let me know if you need any Further information.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Garwood'.

Christopher Garwood

**PROPOSED**

**Attachment B**

**ROUTE 20 WESTSIDE SERVICE TO PACIFIC SHORES**

Bus leaves from	Bus leaves from	Bus leaves from	Bus leaves from	Bus leaves from	Bus leaves from	Bus leaves from	Bus arrives at
<b>METRO CENTER</b>	<b>MISSION &amp; WESTERN</b>	<b>PACIFIC SHORES</b>	<b>BAY &amp; HIGH</b>	<b>SCIENCE HILL</b>	<b>PACIFIC SHORES</b>	<b>MISSION &amp; SWIFT</b>	<b>METRO CENTER</b>
<b>A</b>	<b>B</b>	<b>C</b>		<b>D</b>	<b>E</b>		<b>A</b>
7:20 AM	7:34 AM	---	7:41 AM	7:50 AM	7:57 AM	8:00 AM	8:15 AM
8:50 AM	9:04 AM	9:07 AM	9:11 AM	9:20 AM	9:27 AM	9:30 AM	9:45 AM
10:20 AM	10:34 AM	---	10:41 AM	10:50 AM	---	11:00 AM	11:15 AM
11:50 AM	12:04 PM	---	12:11 PM	12:20 PM	---	12:30 PM	12:45 PM
1:20 PM	1:34 PM	1:37 PM	1:41 PM	1:50 PM	1:57 PM	2:00 PM	2:15 PM
3:50 PM	4:04 PM	---	4:11 PM	4:20 PM	---	4:30 PM	4:45 PM
4:50 PM	5:04 PM	5:07 PM	5:11 PM	5:20 PM	5:27 PM	5:30 PM	5:45 PM
5:20 PM	5:34 PM	5:37 PM	5:41 PM	5:50 PM	5:57 PM	6:00 PM	6:15 PM

**Attachment B**