

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**BOARD OF DIRECTORS REGULAR MEETING AGENDA
OCTOBER 12, 2007 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.**

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. None
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF SEPTEMBER 2007
- 5-2. CONSIDERATION OF TORT CLAIMS: None
- 5-3. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR OCTOBER 17, 2007 AND MINUTES OF AUGUST 15, 2007
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JULY 2007
- 5-5. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-6. CONSIDERATION OF ADOPTING AN ANNUAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION RATE FOR FEDERALLY-FUNDED PROCUREMENTS IN 2008

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Tavantzis
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE OCTOBER 26, 2007 BOARD MEETING
7. CONSIDERATION OF APPROVAL OF **RESOLUTION** OF APPRECIATION FOR THE SERVICES OF STEVEN A. PAULSON AS THE PARATRANSIT ADMINISTRATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented By: Chair Tavantzis
8. **PUBLIC HEARING:** CONSIDERATION OF SERVICE REVISIONS FOR WINTER 2007
Presented By: Mark Dorfman, Assistant General Manager
PUBLIC HEARING WILL TAKE PLACE AT THE OCTOBER 26, 2007 BOARD MEETING
9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH GRANITE CONSTRUCTION COMPANY FOR CONSTRUCTION OF A BUS TURNAROUND AT CHINA GRADE
Presented By: Tom Stickel, Maintenance Manager
ACTION REQUESTED AT THE OCTOBER 12, 2007 BOARD MEETING
10. CONSIDERATION OF REQUEST TO OPERATE THE HOMELESS SHELTER SHUTTLE
Presented By: Mark Dorfman, Assistant General Manager
ACTION REQUESTED AT THE OCTOBER 12, 2007 BOARD MEETING
11. ORAL ANNOUNCEMENT: NOTIFICATION OF JOINT BOARD/MAC WORKSHOP REGARDING METRO'S SHORT RANGE TRANSIT PLAN (SRTP) TO BE HELD ON FRIDAY, OCTOBER 19, 2007 @ 9:00 AM AT METRO'S ADMINISTRATION OFFICES, 370 ENCINAL STREET, SANTA CRUZ
Presented By: Vice Chair Beautz
ACTION REQUESTED AT THE OCTOBER 12, 2007 BOARD MEETING
12. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
13. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)

- a. Property: 1211 River Street, Santa Cruz, CA
Negotiating parties: Leslie R. White for SCMTD
Jan van Boeschoten, Owner of 1211 River Street
Under Negotiation: Price and Terms
- b. Property: 1217 River Street, Santa Cruz, CA
Negotiating parties: Leslie R. White for SCMTD
Dennis Stewart, Owner of 1217 River Street
Under Negotiation: Price and Terms

2. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)

- a. Agency Negotiators Robyn Slater, Human Resources Manager,
Chief Spokesperson
Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mary Ferrick, Base Superintendent
 - 1. Employee Organization United Transportation Union (UTU), Local
23, Fixed Route

3. CONFERENCE WITH LEGAL COUNSEL – DECIDING WHETHER TO INITIATE
LITIGATION
(Pursuant to Government Code Section 54956.9(c))

Number of Potential Cases: One

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)

- a. Name of Case: Johnny Chavarria vs. Santa Cruz Metropolitan Transit
District
(Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

14. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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

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

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

DATE: 09/01/07 THRU 09/30/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
22971	09/07/07	54.50	886	ALL PURE WATER		14289	OFFICE SUPPLY/FLT	54.50	
22972	09/07/07	130.07	294	ANDY'S AUTO SUPPLY		13918	REV VEH PTS/FLT	130.07	
22973	09/07/07	3,992.73	001A	AT&T/MCI		14196	AUG PHONES/PT	494.50	
						14197	AUG PHONES/PT	52.43	
						14231	AUG PHONES	1,966.35	
						14284	AUG PHONES/IT	1,479.45	
22974	09/07/07	4,139.39	876	ATCHISON, BARISONE, CONDOTTI &		14280	MB COPIES	0.50	
						14281	LEGAL SVC/VERNON ST	603.50	
						14282	LEGAL SVC/FRONT ST	1,747.60	
						14283	LEGAL SVC/RIVER ST	1,787.79	
22975	09/07/07	507.54	002689	B & B SMALL ENGINE		13815	SMALL TOOL/FAC	507.54	
22976	09/07/07	149.40	685	BROOKS INTERNET SOFTWARE, INC.		13940	OUT REPAIR/EQUIP/IT	149.40	
22977	09/07/07	5.00	561	CITY OF SANTA CRUZ-POLICE DEPT		14237	FIRE ALARM REG.	5.00	
22978	09/07/07	705.00	001113	CLARKE, SUSAN		13990	EXT BUS ANNOUNC/AUD	705.00	
22979	09/07/07	4,099.16	909	CLASSIC GRAPHICS		13814	OUT RPR/REV VEH	1,950.19	
						13931	OUT RPR REV VEH	2,148.97	
22980	09/07/07	619.81	002609	CLEANSOURCE		13922	CLEANING SUPPLIES	584.82	
						14047	CLEANING SUPPLIES	34.99	
22981	09/07/07	9.38	002063	COSTCO		14188	PHOTO PROCESS/OPS	3.23	
						14189	PHOTO PROCESS/OPS	6.15	
22982	09/07/07	10.00	E257	COTRONEO, MICHAEL		14269	DMV FEES	10.00	
22983	09/07/07	991.58	002814	CREATIVE BUS SALES, INC.		14291	REV VEH PARTS/PT	223.80	
						14292	REV VEH PARTS/PT	767.78	
22984	09/07/07	2,161.14	R496	CSAA-IIB		14277	SETTLEMENT/RISK	2,161.14	
22985	09/07/07	1,736.38	001000	DAIMLER CHRYSLER		14071	REV VEH PARTS/FLT	14.91	
						14077	REV VEH PARTS/FLT	1,721.47	
22986	09/07/07	1,165.83	480	DIESEL MARINE ELECTRIC, INC.		13805	REV VEH PTS/FLT	1,165.83	
22988	09/07/07	14,598.34	085	DIXON & SON TIRE, INC.		13993	TIRES & TUBES/FLT	394.18	
						13994	TIRES & TUBES/FLT	2,515.55	
						13995	TIRES & TUBES/FLT	1,003.50	
						13996	TIRES & TUBES/FLT	1,173.17	
						14247	TIRES & TUBES/FLT	15.00	
						14248	TIRES & TUBES/FLT	508.00	
						14249	TIRES & TUBES/FLT	33.00	
						14250	TIRES & TUBES/FLT	15.00	
						14251	TIRES & TUBES/FLT	204.31	
						14252	TIRES & TUBES/FLT	449.68	
						14253	TIRES & TUBES/FLT	829.73	
						14254	TIRES & TUBES/FLT	33.00	
						14255	TIRES & TUBES/FLT	2,508.75	
						14256	TIRES & TUBES/FLT	2,156.19	
						14257	TIRES & TUBES/FLT	2,759.28	
22989	09/07/07	231.00	001492	EVERGREEN OIL INC.		13883	HAZ WASTE DISP	231.00	
22990	09/07/07	1,622.66	432	EXPRESS PERSONNEL SERVICES		14270	TEMP/FIN W/E 8/19	1,622.66	
22991	09/07/07	1,429.88	282	GRAINGER		13921	REPAIRS/MAINTENANCE	403.71	
						13930	REPAIRS/MAINTENANCE	103.38	
						14055	REPAIRS/MAINTENANCE	922.79	
22992	09/07/07	60,850.45	001035	HARRIS & ASSOCIATES		14276	MB JUL 07 PROF SVCS	60,850.45	
22993	09/07/07	451.39	166	HOSE SHOP, THE		13933	PARTS & SUPPLIES/FLT	81.30	
						13934	PARTS & SUPPLIES/FLT	160.24	

5-1.1

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						14091	REV VEH PARTS/FLT	181.28	
						14092	REV VEH PARTS/FLT	16.20	
						14186	PARTS & SUPPLY/FLT	12.37	
22994	09/07/07	162.23	215	IKON OFFICE SOLUTIONS		14192	7/19-8/19 MAINT/ADM	162.23	
22995	09/07/07	99.16	1117	KELLEY'S SERVICE INC.		14085	REV VEH PARTS/FLT	99.16	
22996	09/07/07	34.77	036	KELLY-MOORE PAINT CO., INC.		14285	REPAIRS/MAINTENANCE	34.77	
22997	09/07/07	361.55	074	KENVILLE LOCKSMITHS	7	13796	OUT RPR/BLD & MAINT	361.55	
22998	09/07/07	431.42	039	KINKO'S INC.		14130	AUG PRINTING/OPS	431.42	
22999	09/07/07	1,240.18	852	LAW OFFICES OF MARIE F. SANG	7	13948	WORKERS COMP CLAIM	168.18	
						13949	WORKERS COMP CLAIM	208.00	
						13953	WORKERS COMP CLAIM	80.00	
						14128	WORKERS COMP CLAIM	784.00	
23000	09/07/07	447.78	196	LIFT-U-INC.		14046	OUT RPR REV VEH	447.78	
23001	09/07/07	73.23	107A	LUMBERMENS		13806	PARTS & SUPPLY/FLT	7.12	
						13820	REPAIRS/MAINTENANCE	47.21	
						13868	REPAIRS/MAINTENANCE	18.90	
23002	09/07/07	1,200.87	001052	MID VALLEY SUPPLY		14226	CLEANING SUPPLY/FAC	71.68	
						14286	CLEANING SUPPLY/FAC	780.54	
						14288	CLEANING SUPPLY/FLT	348.65	
23003	09/07/07	629.21	041	MISSION UNIFORM		13818	UNIF/LAUNDRY/FAC	79.13	
						13856	UNIF/LAUNDRY/FLT	154.84	
						13857	UNIF/LAUNDRY/FLT	44.78	
						13858	UNIF/LAUNDRY/FLT	58.68	
						13859	UNIF/LAUNDRY/FLT	291.78	
23004	09/07/07	853.76	001063	NEW FLYER INDUSTRIES LIMITED		14051	REV VEH PARTS	401.60	
						14052	REV VEH PARTS	452.16	
23005	09/07/07	834.71	001627	NEW PIG CORPORATION		14094	REPAIRS/MAINTENANCE	834.71	
23006	09/07/07	1,615.88	002721	NEXTEL COMMUNICATIONS		14198	AUG PHONES/PT	1,615.88	
23007	09/07/07	18.73	004	NORTH BAY FORD LINC-MERCURY		14224	REV VEH PARTS/FLT	18.73	
23008	09/07/07	7,254.76	009	PACIFIC GAS & ELECTRIC		14230	8/1-8/28 ENCINAL	87.82	
						14260	8/1-8/28 115 DUBOIS	30.10	
						14263	8/1-8/28 115 DUBOIS	194.00	
						14264	8/1-8/27 1200 RIVER	1,505.52	
						14265	8/1-8/28 115 DUBOIS	11.81	
						14271	8/1-8/28 FLEET	5,215.10	
						14272	7/31-8/27 1122 RIVER	210.41	
23009	09/07/07	897.82	872	PACIFIC MATERIAL HANDLING SOL.		14208	OUT RPR EQUIP/FLT	897.82	
23010	09/07/07	3,305.83	043	PALACE ART & OFFICE SUPPLY		13999	OFFICE SUPPLIES/PT	1,219.98	
						14166	OFFICE SUPPLIES/IT	1,534.52	
						14266	OFFICE SUPPLIES/FIN	551.33	
23011	09/07/07	226.77	001125	PD BACKFLOW SERVICES		14287	OUT RPR BLDG & IMP	226.77	
23012	09/07/07	932.83	156	PRINT GALLERY, THE		14227	PRINT ROUTE STICKERS	932.83	
23013	09/07/07	238.70	882	PRINT SHOP SANTA CRUZ		13945	PRINTING/ADM	238.70	
23014	09/07/07	177.00	592	R & S ERECTION OF		13924	OUT RPR-BLDG & IMPR	177.00	
23015	09/07/07	73.03	087	RECOGNITION SERVICES		13938	EMP INCENTIVE 60	73.03	
23016	09/07/07	113.88	061A	REGISTER PAJARONIAN		13881	CLASS ADV-FLT	113.88	
23017	09/07/07	23,017.38	904	RNL DESIGN		14274	SVCS THRU 7/31 MB	21,968.61	
						14275	SVCS THRU 7/31 MB	1,048.77	
23018	09/07/07	4,150.00	001098	ROBERT HALF MANAGMENT RESOURCE		14258	TEMP/FIN W/E 8/24	2,150.00	
						14259	TEMP/FIN W/E 8/17	2,000.00	

5-1.2

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23019	09/07/07	1,476.00	623	ROSSBRO ENGINEERING LTD.		13919	REV VEH PARTS	1,476.00	
23020	09/07/07	5,383.97	018	SALINAS VALLEY FORD SALES		14290	REV VEH PARTS/FLT	5,383.97	
23021	09/07/07	157.23	135	SANTA CRUZ AUTO PARTS, INC.		13860	PARTS & SUPPLY/FLT	1.97	
						13861	REV VEH PTS/FLT	55.99	
						13879	REV VEH PTS/FLT	13.79	
						14020	REV VEH PTS/PT	85.48	
23022	09/07/07	2,661.04	079	SANTA CRUZ MUNICIPAL UTILITIES		14261	7/28-8/27 PACIFIC	2,571.67	
						14262	7/28-8/27 PACIFIC	89.37	
23023	09/07/07	5,879.32	174	SAYLOR & HILL COMPANY		14168	VERNON 08 PROP INS	5,879.32	
23024	09/07/07	813.71	002459	SCOTT'S VALLEY WATER DISTRICT		14273	6/8-8/9 KINGS VLG	813.71	
23025	09/07/07	246.00	957	SECURITY SHORING & STEEL PLT		13855	6/28-7/27 PLT RENTAL	246.00	
23026	09/07/07	30.00	880	SEISINT, INC.		14236	PROF/TECH SVC/RISK	30.00	
23027	09/07/07	1,925.07	002607	STAVELEY SERVICES FLUIDS		13880	OUT RPR REV VEH	1,925.07	
23028	09/07/07	3,339.40	002805	TELEPATH CORPORATION		14066	REV VEH PARTS/FLT	1,339.40	
						14194	OUT RPR EQUIP	2,000.00	
23029	09/07/07	273.42	002504	TIFCO INDUSTRIES		14124	PARTS & SUPPLY/FLT	34.71	
						14125	PARTS & SUPPLY/FLT	47.50	
						14184	PARTS & SUPPLY/FLT	191.21	
23030	09/07/07	2,728.07	001038	TWINVISION NA INC.		14035	REV VEH PTS/FLT	2,728.07	
23031	09/07/07	9,144.72	057	U.S. BANK		14293	4246044555645971	195.42	
						14294	4246044555645971	-49.00	
						14295	4246044555645971	2,629.13	
						14296	4246044555645971	1,959.45	
						14297	4246044555645971	961.41	
						14298	4246044555645971	3,448.31	
23032	09/07/07	54.26	007	UNITED PARCEL SERVICE		14209	FRT OUT/FLT	54.26	
23033	09/07/07	10.83	946	UNITED SITE SERVICES		14187	FENCE RENT/DUBOIS	10.83	
23034	09/07/07	17,614.66	002829	VALLEY POWER SYSTEMS, INC.		14042	OUT RPR REV VEH	5,872.00	
						14043	OUT RPR REV VEH	7,362.62	
						14088	OUT RPR REV VEH	4,380.04	
23035	09/07/07	1,000.00	162	WASHINGTON LETTER ON TRANSPORT		14268	10/07-9/08 RENEWAL	1,000.00	
23036	09/07/07	3,443.42	001083	WATSONVILLE TRANSPORTATION, INC		14022	AUG 07 PT SVCS	3,443.42	
23037	09/07/07	1,597.30	001506	WESTERN STATES OIL CO., INC.		14214	FUEL & LUBE/FLT	1,597.30	
23038	09/07/07	12.55	186	WILSON, GEORGE H., INC.		13864	REPAIRS/MAINTENANCE	12.55	
23039	09/07/07	828.00	915	WORKIN.COM, INC.		14267	5 JOB POSTINGS	828.00	
23040	09/14/07	484.08	382	AIRTEC SERVICE		14107	OUT RPR/BLDG & IMPR	172.08	
						14371	SERVICE/920 PACIFIC	312.00	
23041	09/14/07	625.00	001062	ALLTERRA ENVIRONMENTAL INC.		14078	MAR INSP/GOLF CLUB	125.00	
						14079	APR INSP-GOLF CLUB	125.00	
						14080	MAY INSP-GOLF CLUB	125.00	
						14081	JUNE INSP-GOLF CLUB	125.00	
						14082	JULY INSP-GOLF CLUB	125.00	
23042	09/14/07	10.00	E620	ANDRADE, GERALD		14379	DMV FEES	10.00	
23043	09/14/07	10.00	E624	ANDREWS, JASON		14376	DMV FEES	10.00	
23044	09/14/07	55.69	294	ANDY'S AUTO SUPPLY		14072	PARTS & SUPPLY/FLT	39.41	
						14121	PARTS & SUPPLY/FLT	16.28	
23045	09/14/07	121,941.33	948	ARNTZ BUILDERS, INC.		14385	CONST SVC MB TO 7/31	121,941.33	
23046	09/14/07	16,867.99	941	ASSURANT EMPLOYEE BENEFITS		14339	SEPT LTD INS	16,867.99	
23047	09/14/07	988.74	002802	BATTERY SYSTEMS		14114	REV VEH PARTS/FLT	988.74	
23048	09/14/07	353.23	001856	BAY COMMUNICATIONS	7	14402	OUT REPAIR EQUIP	150.00	

5-1.3

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						14403	OUT REPAIR EQUIP	203.23	
23049	09/14/07	17,500.00	616	BROWN ARMSTRONG		14390	AUDIT SERVICES	17,500.00	
23050	09/14/07	1,196.00	002287	CALIFORNIA SERVICE EMPLOYEES		14377	SEPT MEDICAL	1,196.00	
23051	09/14/07	836.71	739	CENTURY CHEVROLET		14098	REV VEH PARTS/FLT	624.25	
						14101	OUT RPR REV VEH/PT	212.46	
23052	09/14/07	1,082.05	733	CLAREMONT BEHAVIORAL SERVICES		14350	SEPT EAP PREMIUM	1,082.05	
23053	09/14/07	1,350.32	909	CLASSIC GRAPHICS		14073	OUT RPR REV VEH	1,350.32	
23054	09/14/07	95.77	075	COAST PAPER & SUPPLY INC.		14083	CLEANING SUPPLIES/FAC	95.77	
23055	09/14/07	428.89	002063	COSTCO		13961	OFFICE SUPPLIES/FIN	252.99	
						14341	OFFICE SUPPLIES/OPS	147.51	
						14342	PHOTO PROCESS/OPS	1.92	
						14343	PHOTO PROCESS/OPS	8.06	
						14344	PHOTO PROCESS/OPS	4.73	
						14345	PHOTO PROCESS/OPS	8.79	
						14346	PHOTO PROCESS/OPS	4.89	
23056	09/14/07	1,259.35	001048	CRUZ CAR WASH		14369	AUG VEH WASH/PT	1,259.35	
23057	09/14/07	74.00	002495	CURIALE DELLAVERSON HIRSCHFELD	7	14375	AUG LEGAL SVCS	74.00	
23058	09/14/07	234.36	001000	DAIMLER CHRYSLER		14112	REV VEH PARTS/FLT	234.36	
23059	09/14/07	38,725.98	800	DELTA DENTAL PLAN		14348	SEPT DENTAL	38,725.98	
23060	09/14/07	24,207.22	001316	DEVCO OIL		14240	FUEL FLT 8/28-8/31	24,207.22	
23061	09/14/07	4,217.35	085	DIXON & SON TIRE, INC.		13998	TIRES & TUBES/PT	208.81	
						14067	TIRES & TUBES/FLT	400.05	
						14068	TIRES & TUBES/FLT	622.30	
						14069	TIRES & TUBES/FLT	1,349.01	
						14100	TIRES & TUBES/PT	387.61	
						14182	TIRES & TUBES/FLT	800.10	
						14183	TIRES & TUBES/FLT	416.47	
						14246	TIRES & TUBES/FLT	33.00	
23062	09/14/07	82.00	002388	DOGHERRA'S	7	14102	TOWING #207/PT	82.00	
23063	09/14/07	315.00	001492	EVERGREEN OIL INC.		14108	HAZ WAST DISP	315.00	
23064	09/14/07	1,550.00	432	EXPRESS PERSONNEL SERVICES		14328	TEMP/FIN W/E 8/26	1,550.00	
23065	09/14/07	8,156.64	912	FOLGER GRAPHICS		14228	PRINTING/HEADWAYS	8,156.64	
23066	09/14/07	10.00	784	FRANCHISE TAX BOARD		14393	2006 CA EXEPT FEE	10.00	
23067	09/14/07	178.18	117	GILLIG CORPORATION		14176	REV VEH PARTS/FLT	178.18	
23068	09/14/07	421.23	282	GRAINGER		13997	PARTS & SUPPLIES	7.60	
						14034	PARTS & SUPPLIES	7.14	
						14172	REPAIRS/MAINTENANCE	406.49	
23069	09/14/07	390.08	001097	GREENWASTE RECOVERY, INC.		14351	AUG RESEARCH PARK	170.56	
						14352	AUG KINGS VILLAGE	161.92	
						14353	AUG MT HERMON/KINGS	57.60	
23070	09/14/07	41.04	510A	HASLER, INC.		14368	10/1-10/31 RENTAL/PT	41.04	
23071	09/14/07	781.20	215A	IKON FINANCIAL SERVICES		14347	LEASE 10/01-12/31/OP	781.20	
23072	09/14/07	108.23	039	KINKO'S INC.		14169	AUG PRINTING/MTC	108.23	
23073	09/14/07	171.50	001093	KROLL LABORATORY SPECIALISTS		14193	JULY-AUG DRUG TESTS	171.50	
23074	09/14/07	672.00	852	LAW OFFICES OF MARIE F. SANG	7	14232	WORKERS COMP CLAIM	208.00	
						14233	WORKERS COMP CLAIM	112.00	
						14234	WORKERS COMP CLAIM	64.00	
						14235	WORKERS COMP CLAIM	288.00	
23075	09/14/07	227.65	107A	LUMBERMENS		14087	REV VEH PARTS/FLT	19.15	
						14115	REV VEH PARTS /FLT	208.50	

5-1-4

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

DATE: 09/01/07 THRU 09/30/07

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23076	09/14/07	1,392.28	001358	MARINA MOTOR COMPANY		14025	OUT RPR REV VEH/PT	1,382.55	
						14116	REV VEH PARTS/FLT	9.73	
23077	09/14/07	1,837.91	001052	MID VALLEY SUPPLY		14320	CLEANING SUPPLY/FAC	1,548.38	
						14326	CLEANING SUPPLY/FLT	289.53	
23079	09/14/07	1,408.07	041	MISSION UNIFORM		13932	UNIF/LAUNDRY/FAC	80.84	
						14021	UNIF/LAUNDRY/PT	47.47	
						14036	UNIF/LAUNDRY/FLT	35.20	
						14037	UNIF/LAUNDRY/FLT	58.68	
						14038	UNIF/LAUNDRY/FLT	134.22	
						14039	UNIF/LAUNDRY/FLT	295.95	
						14040	UNIF/LAUNDRY/FLT	21.65	
						14064	UNIF/LAUNDRY-FAC	80.66	
						14117	UNIF/LAUNDRY/FLT	41.08	
						14118	UNIF/LAUNDRY/FLT	58.68	
						14119	UNIF/LAUNDRY/FLT	129.35	
						14120	UNIF/LAUNDRY/FLT	278.34	
						14359	UNIF/LAUNDRY/FLT	12.66	
						14364	UNIF/LAUNDRY/FAC	18.32	
						14366	UNIF/LAUNDRY/FAC	18.32	
						14367	UNIF/LAUNDRY/FAC	18.32	
						14399	UNIF/LAUNDRY/FAC	78.33	
23080	09/14/07	158.97	001454	MONTEREY BAY OFFICE PRODUCTS		14167	9/1-11/30 COPIER/ADM	158.97	
23081	09/14/07	1,182.00	469	MONTEREY BAY UNIFIED AIR		14394	EMERG. GENERATOR/MB	1,182.00	
23082	09/14/07	375.05	288	MUNCIE TRANSIT SUPPLY		14113	REV VEH PARTS/FLT	375.05	
23083	09/14/07	2,087.12	002721	NEXTEL COMMUNICATIONS		14370	8/4-9/3 PHONES/PT	2,087.12	
23084	09/14/07	174.00	T148	NICHOLS, JACQUELYN		14389	58 PREPAID COUPON/PT	174.00	
23085	09/14/07	67.69	004	NORTH BAY FORD LINC-MERCURY		14065	REV VEH PARTS/FLT	67.69	
23086	09/14/07	192.35	042	WFCB-OSH COMMERCIAL SERVICES		14372	REPAIRS/MAINTENANCE	12.62	
						14373	REPAIRS/MAINTENANCE	179.73	
23087	09/14/07	2,108.82	009	PACIFIC GAS & ELECTRIC		14354	8/4-9/4 920 PACIFIC	2,108.82	
23088	09/14/07	79.00	043	PALACE ART & OFFICE SUPPLY		14024	OFFICE SUPPLIES/PT	9.85	
						14074	OFFICE SUPPLIES/FLT	69.15	
23089	09/14/07	627.00	950	PARADISE LANDSCAPE	7	14336	SEPT MAINTENANCE	627.00	
23090	09/14/07	10.00	E152	PENA, LEONARDO		14380	DMV FEES	10.00	
23091	09/14/07	89.00	001126	RAGAN COMMUNICATIONS, INC.		14308	MNGR INTELL. REPORT	89.00	
23092	09/14/07	10.00	E623	REED, KATHLEEN		14381	DMB FEES	10.00	
23093	09/14/07	809.37	018	SALINAS VALLEY FORD SALES		14325	REV VEH PARTS/FLT	809.37	
23094	09/14/07	363.95	002713	SANTA CRUZ AUTO TECH, INC.		14103	OUT RPR REV VEH/PT	85.40	
						14104	OUT RPR REV VEH/PT	56.60	
						14105	OUT RPR REV VEH/PT	221.95	
23095	09/14/07	134.86	135	SANTA CRUZ AUTO PARTS, INC.		13991	REV VEH PTS/FLT	31.29	
						14086	PARTS & SUPPLY/FLT	15.23	
						14097	REV VEH PARTS/PT	60.00	
						14122	PARTS & SUPPLY/FLT	17.50	
						14123	PARTS & SUPPLY/FLT	10.84	
23096	09/14/07	350.00	260	SANTA CRUZ GLASS CO., INC.		14174	OUT REPAIR/BLDG/IMP	350.00	
23097	09/14/07	206.10	149	SANTA CRUZ SENTINEL		14387	AUG HEARING NOTICE	206.10	
23098	09/14/07	402.66	788	SCMTD PETTY CASH - FINANCE		14300	PETTY CASH/FINANCE	34.06	
						14301	PETTY CASH/FINANCE	66.98	
						14302	PETTY CASH/FINANCE	111.48	

5-1.5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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 ALL CHECKS FOR COAST COMMERCIAL BANK

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						14303	PETTY CASH/FINANCE	3.06	
						14304	PETTY CASH/FINANCE	56.00	
						14305	PETTY CASH/FINANCE	62.00	
						14306	PETTY CASH/FINANCE	20.00	
						14307	PETTY CASH/FINANCE	49.08	
23099	09/14/07	10.00	E622	SELLS, MARY		14382	DMV FEES	10.00	
23100	09/14/07	25.56	002447	SETON IDENTIFICATION PRODUCTS		14207	NAMEPLATE/FAC	25.56	
23101	09/14/07	2,500.00	002267	SHAW & YODER, INC.		14388	JULY LEGISLATIVE SVC	2,500.00	
23102	09/14/07	4,006.20	001036	STANDARD INSURANCE COMPANY		14338	SEPT LIFE/AD&D INS	4,006.20	
23103	09/14/07	37.08	E002	STICKEL, TOM		14384	8/29 TRAVEL/STICKEL	37.08	
23104	09/14/07	10.00	E621	TABAG, SERGIO		14378	DMV FEES	10.00	
23105	09/14/07	2,776.91	002805	TELEPATH CORPORATION		14111	SEPT RPR/EQUIP	2,707.41	
						14175	OUT REPAIR EQUIP	69.50	
23106	09/14/07	663.15	001800	THERMO KING OF SALINAS, INC		14374	REV VEH PARTS/FLT	663.15	
23107	09/14/07	484.51	083	THYSSENKRUPP ELEVATOR		13386	JULY-SEPT 07 MAINT	484.51	
23108	09/14/07	385.72	170	TOWNSEND'S AUTO PARTS		14053	SAFETY SUPPLY/FLT	85.72	
						14054	SAFETY SUPPLIES/FLT	300.00	
23109	09/14/07	1,460.65	068	UNITED LABORATORIES		13992	REPAIRS/MAINTENANCE	921.42	
						14173	REPAIRS/MAINTENANCE	539.23	
23110	09/14/07	10,977.54	001043	VISION SERVICE PLAN		14349	SEPT VISION INS	10,977.54	
23111	09/14/07	6,398.90	001083	WATSONVILLE TRANSPORTATION, INC		14023	AUG 07 PT SVCS	3,935.22	
						14099	8/16-8/20 PT SVCS	2,463.68	
23112	09/14/07	298.58	002817	WATSONVILLE BLUEPRINT		14327	PRINTING/CHINA GRADE	298.58	
23113	09/14/07	70.00	682	WEISS, AMY L.	7	14191	AUG INTERPRETER	70.00	
23114	09/14/07	13,549.04	948A	WESTAMERICA BANK TRUST DEPT		14386	JUN/JUL RETAINAGE/MB	13,549.04	
23115	09/14/07	16.67	186	WILSON, GEORGE H., INC.		14084	REPAIRS/MAINTENANCE	16.67	
23116	09/21/07	328.11	020	ADT SECURITY SERVICES INC.		14515	OCT ALARMS	58.67	
						14516	OCT ALARMS	44.23	
						14517	OCT ALARMS	44.23	
						14518	OCT ALARMS	79.40	
						14519	OCT ALARMS	40.48	
						14520	OCT ALARMS	61.10	
23117	09/21/07	55.00	R497	ALMAN, MICHAEL		14478	SETTLEMENT/RISK	55.00	
23118	09/21/07	120.61	294	ANDY'S AUTO SUPPLY		14180	REV VEH PARTS/FLT	120.61	
23119	09/21/07	728.62	001A	AT&T/MCI		14496	AUG PHONES/FAC	728.62	
23120	09/21/07	134.68	001856	BAY COMMUNICATIONS	7	14401	OUT REPAIR EQUIP	134.68	
23121	09/21/07	2,183.86	664	BAY COUNTIES PITCOCK PETROLEUM		14522	FUEL & LUBE/FLT	2,183.86	
23122	09/21/07	392,965.87	502	CA PUBLIC EMPLOYEES'		14492	OCT MEDICAL INS	392,965.87	
23123	09/21/07	117,000.00	001089	CASEY PRINTING, INC		14477	110 VERNON ACQUIS	117,000.00	
23124	09/21/07	513.85	739	CENTURY CHEVROLET		14202	REV VEH PARTS/PT	513.85	
23125	09/21/07	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		14190	SEPT LEGISLATIVE SVC	5,000.00	
23126	09/21/07	10.34	130	CITY OF WATSONVILLE UTILITIES		14431	8/1-9/1 RODRIGUEZ	10.34	
23127	09/21/07	32,880.13	002569	COMERICA BANK		14195	WORK COMP FUND	32,880.13	
23128	09/21/07	184.00	367	COMMUNITY TELEVISION OF		14490	TV COVERAGE 8/24 MTG	184.00	
23129	09/21/07	847.00	002814	CREATIVE BUS SALES, INC.		14487	REV VEH PARTS	847.00	
23130	09/21/07	255.34	504	CUMMINS WEST, INC.		14222	REV VEH PARTS/FLT	255.34	
23131	09/21/07	1,073.41	798	D&D COMPRESSOR, INC		14505	OUT RPR BLDG/IMP	1,073.41	
23132	09/21/07	239.00	157	DELL MARKETING L.P.		14495	9/07-9/09 MAINT/IT	239.00	
23133	09/21/07	2,289.35	480	DIESEL MARINE ELECTRIC, INC.		14223	REV VEH PARTS/FLT	2,289.35	
23134	09/21/07	2,590.36	085	DIXON & SON TIRE, INC.		14199	TIRES & TUBES/PT	18.00	

5-1.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 09/01/07 THRU 09/30/07

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					14243	TIRES & TUBES/FLT	408.62	
					14244	TIRES & TUBES/FLT	449.68	
					14245	TIRES & TUBES/FLT	1,505.25	
					14314	TIRES & TUBES/PT	208.81	
23135	09/21/07	500.00	002862	ECOLOGICAL CONCERNS INC.	14493	WATER DRAINAGE/MB	500.00	
23136	09/21/07	1,675.72	001492	EVERGREEN OIL INC.	14508	HAZ WASTE DISPOSAL	980.00	
					14509	HAZ WASTE DISPOSAL	186.12	
					14510	HAZ WASTE DISPOSAL	89.60	
					14511	HAZ WASTE DISPOSAL	420.00	
23137	09/21/07	1,550.00	432	EXPRESS PERSONNEL SERVICES	14454	TEMP/FIN W/E 9/2	1,550.00	
23138	09/21/07	33.00	E397	GALLAGHER, MARGARET	14407	EMP TRAVEL/GALLAGHER	33.00	
23139	09/21/07	48.83	510A	HASLER, INC.	14476	10/1-10/31 RENTAL/AD	48.83	
23140	09/21/07	187.49	166	HOSE SHOP, THE	14413	PARTS & SUPPLY/FLT	19.31	
					14415	PARTS & SUPPLY/FLT	168.18	
23141	09/21/07	1,298.74	039	KINKO'S INC.	14229	AUG PRINTING/MTC	1,298.74	
23142	09/21/07	256.00	852	LAW OFFICES OF MARIE F. SANG	14334	WORKERS COMP CLAIM	160.00	
					14335	WORKERS COMP CLAIM	96.00	
23143	09/21/07	42,371.11	001059	LNI CUSTOM MANUFACTURING, INC.	14555	BUS SHELTERS	42,371.11	
23144	09/21/07	36.02	107A	LUMBERMENS	14170	REPAIRS/MAINTENANCE	7.74	
					14213	PARTS & SUPPLY/FLT	28.28	
23145	09/21/07	912.95	001358	MARINA MOTOR COMPANY	14201	REV VEH PARTS/PT	42.13	
					14206	OUT RPR REV VEH/PT	125.44	
					14315	OUT RPR REV VEH/PT	745.38	
23146	09/21/07	832.19	041	MISSION UNIFORM	14171	UNIF/LAUNDRY/FAC	82.37	
					14200	UNIF/LAUNDRY/PT	47.47	
					14215	UNIF/LAUNDRY/FLT	278.34	
					14217	UNIF/LAUNDRY/FLT	6.33	
					14218	UNIF/LAUNDRY/FLT	25.48	
					14219	UNIF/LAUNDRY/FLT	136.30	
					14220	UNIF/LAUNDRY/FLT	44.78	
					14221	UNIF/LAUNDRY/FLT	58.68	
					14358	UNIF/LAUNDRY/FLT	125.46	
					14365	UNIF/LAUNDRY/FAC	18.32	
					14523	UNIF/LAUNDRY/FLT	8.66	
23147	09/21/07	2,745.83	428	NEOWARE SYSTEMS, INC.	14499	2 YEAR TECH SUPPORT	2,745.83	
23148	09/21/07	12,046.50	001063	NEW FLYER INDUSTRIES LIMITED	14239	REV VEH PARTS/FLT	975.18	
					14324	REV VEH PARTS/FLT	8.36	
					14422	REV VEH PARTS	59.30	
					14423	REV VEH PARTS	118.60	
					14424	REV VEH PARTS	969.96	
					14425	REV VEH PARTS	3,266.86	
					14426	REV VEH PARTS	1,070.24	
					14427	REV VEH PARTS	213.36	
					14428	REV VEH PARTS	271.60	
					14429	REV VEH PARTS	67.64	
					14541	REV VEH PARTS	64.98	
					14542	REV VEH PARTS	3,458.17	
					14545	REV VEH PARTS	1,502.25	
23149	09/21/07	43.38	004	NORTH BAY FORD LINC-MERCURY	14225	REV VEH PARTS/FLT	43.38	
23150	09/21/07	51.95	002323	NORTHERN SAFETY CO., INC.	14502	SAFETY SUPPLIES	51.95	

5-1.7

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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23151	09/21/07	64.43	161	OCEAN CHEVROLET		14181	REV VEH PARTS/FLT	64.43	
23152	09/21/07	104.97	001002	ORACLE CORPORATION		13946	SUPP/UPDATE 6/1-8/31	104.97	
23153	09/21/07	13,415.38	009	PACIFIC GAS & ELECTRIC		14430	7/14-9/8 KINGS VLG	2,300.09	
						14521	CNG SEPT/FLT	11,115.29	
23154	09/21/07	1,140.22	043	PALACE ART & OFFICE SUPPLY		14238	OFFICE SUPPLIES/OPS	1,050.86	
						14481	LOCAL MTG EXP/ADM	89.36	
23155	09/21/07	36.16	R499	PEREZ, JOHN J.		14553	SETTLEMENT/RISK	36.16	
23156	09/21/07	146.48	050	PITNEY BOWES INC.		13952	10/1-12/31 RENTAL/MC	146.48	
23157	09/21/07	2,277.85	156	PRINT GALLERY, THE		14395	PRINT ROUTE STICKERS	2,277.85	
23158	09/21/07	1,370.64	001120	PRO-PAK INDUSTRIES, INC		14405	SAFETY SUPPLY/FLT	1,370.64	
23159	09/21/07	4,400.00	001098	ROBERT HALF MANAGMENT RESOURCE		14455	TEMP/FIN W/E 8/10	2,000.00	
						14456	TEMP/FIN W/E 7/27	400.00	
						14457	TEMP/FIN W/E 8/3	2,000.00	
23160	09/21/07	376.64	002713	SANTA CRUZ AUTO TECH, INC.		14203	OUT RPR REV VEH/PT	50.15	
						14204	OUT RPR REV VEH/PT	50.15	
						14205	OUT RPR REV VEH/PT	50.15	
						14316	OUT RPR REV VEH/PT	176.04	
						14317	OUT RPR REV VEH/PT	50.15	
23161	09/21/07	523.62	135	SANTA CRUZ AUTO PARTS, INC.		14109	PARTS & SUPPLY/FLT	20.31	
						14177	REV VEH PARTS/FLT	114.58	
						14178	REV VEH PARTS/FLT	1.73	
						14179	REV VEH PARTS/FLT	69.07	
						14185	PARTS & SUPPLY/FLT	41.21	
						14210	PARTS & SUPPLY/FLT	7.81	
						14211	PARTS & SUPPLY/FLT	19.91	
						14212	PARTS & SUPPLY/FLT	3.52	
						14216	REV VEH PARTS/FLT	245.48	
23162	09/21/07	4.48	848	SANTA CRUZ ELECTRONICS, INC.		14299	COMPUTER SUPPLIES/IT	4.48	
23163	09/21/07	16.08	079	SANTA CRUZ MUNICIPAL UTILITIES		14458	8/1-8/31 LANDFILL	16.08	
23164	09/21/07	586.50	149	SANTA CRUZ SENTINEL		14435	CLASS ADV/FLT	586.50	
23165	09/21/07	15,901.75	977	SANTA CRUZ TRANSPORTATION, LLC		14450	AUG SVCS/PT	15,901.75	
23166	09/21/07	174.28	122	SCMTD PETTY CASH - OPS		14488	PETTY CASH/OPS	174.28	
23167	09/21/07	33.10	002447	SETON IDENTIFICATION PRODUCTS		14279	NAMEPLATE/LEGAL	33.10	
23168	09/21/07	10,476.43	001648	STEVE'S UNION SERVICE		14453	AUG FUEL/PT	10,476.43	
23169	09/21/07	37.20	R498	TAYLOR, THOMAS E.		14554	SETTLEMENT/RISK	37.20	
23170	09/21/07	220.18	002805	TELEPATH CORPORATION		14242	OUT RPR EQUIP	220.18	
23171	09/21/07	1,567.62	002504	TIFCO INDUSTRIES		14416	PARTS & SUPPLY/FLT	158.42	
						14417	PARTS & SUPPLY/FLT	43.99	
						14473	CREDIT MEMO	-4.32	
						14537	PARTS & SUPPLIES	1,369.53	
23172	09/21/07	98.39	170	TOWNSEND'S AUTO PARTS		14310	PARTS & SUPPLY/FLT	98.39	
23173	09/21/07	2,863.50	001038	TWINVISION NA INC.		14551	REV VEH PARTS	1,451.39	
						14552	REV VEH PARTS	1,412.11	
23174	09/21/07	23.94	007	UNITED PARCEL SERVICE		14556	FRT OUT/FLT	23.94	
23175	09/21/07	440.10	002829	VALLEY POWER SYSTEMS, INC.		14241	REV VEH PARTS/FLT	101.10	
						14321	REV VEH PARTS/FLT	339.00	
23176	09/21/07	1,627.72	221	VEHICLE MAINTENANCE PROGRAM		14323	REV VEH PARTS/FLT	1,627.72	
23177	09/21/07	3,516.60	001083	WATSONVILLE TRANSPORTATION, INC		14449	8/21-8/28 SVCS/PT	3,516.60	
23178	09/21/07	83.36	436	WEST PAYMENT CENTER		14391	AUG ACCESS CHGS	83.36	
23179	09/21/07	424.08	148	ZEP MANUFACTURING COMPANY		14404	CLEANING SUPPLY	424.08	

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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23180M09/21/07		801.41	R502	OLANDER, JOY		14628	SETTLEMENT/RISK	801.41	MANUAL
23181M09/21/07		126.91	R501	THE HERTZ CORPORATION		14627	SETTLEMENT/RISK	126.91	MANUAL
23182 09/28/07		685.04	002876	AA AUTO COLLISION CENTER		14562	OUT RPR REV VEH	685.04	
23183 09/28/07		35.00	001088	ADVANCED MECHANICAL SERVICES		14612	BACKFLOW INSP	35.00	
23184 09/28/07		26,550.00	948	ARNTZ BUILDERS, INC.		14599	CONST SVC MB TO 8/31	26,550.00	
23185 09/28/07		48.42	M033	BAILEY, NEIL	7	9001258	MED PYMT SUPP	48.42	
23186 09/28/07		50.32	M068	BASS, BETTY	7	9001271	MED PYMT SUPP	50.32	
23187 09/28/07		114.12	M077	BRADFORD, THOMAS	7	14337	MED PAYMENT SUPP	35.25	
						14632	MED PYMT SUPP	78.87	
23188 09/28/07		177.12	M072	BRIDINGER, CHRIS	7	9001274	MED PYMT SUPP	177.12	
23189 09/28/07		48.42	M078	BRIDINGER, DENISE	7	9001279	MED PYMT SUPP	48.42	
23190 09/28/07		22.79	001112	BRINKS AWARDS & SIGNS	7	14586	NAME BADGE/OPS	22.79	
23191 09/28/07		48.42	M079	BROGDON, ROY		9001280	MED PYMT SUPP	48.42	
23192 09/28/07		131.39	002189	BUS & EQUIPMENT		14445	REV VEH PARTS/PT	131.39	
23193 09/28/07		1,196.00	002287	CALIFORNIA SERVICE EMPLOYEES		14618	OCT MEDICAL	1,196.00	
23194 09/28/07		122.64	M022	CAPELLA, KATHLEEN	7	9001257	MED PYMT SUPP	122.64	
23195 09/28/07		24.22	M080	CARR, DALE	7	9001281	MED PYMT SUPP	24.22	
23196 09/28/07		61.33	M073	CENTER, DOUG	7	9001275	MED PYMT SUPP	61.33	
23197 09/28/07		197.00	002479	CENTRAL EQUIPMENT SERVICE CO.		14601	LIFT REPAIR	197.00	
23198 09/28/07		83.14	739	CENTURY CHEVROLET		14313	REV VEH PARTS/PT	83.14	
23199 09/28/07		24.22	M036	CERVANTES, GLORIA	7	9001259	MED PYMT SUPP	24.22	
23200 09/28/07		817.00	990	CIDDIO-MORRIS ASSOCIATES		14475	7/24-9/7 JOB ANALYST	817.00	
23201 09/28/07		1,082.05	733	CLAREMONT BEHAVIORAL SERVICES		14567	OCT EAP PREMIUM	1,082.05	
23202 09/28/07		32.30	M090	CLARKE, PATRICIA	7	9001287	MED PYMT SUPP	32.30	
23203 09/28/07		12.65	002063	COSTCO		14588	PHOTO PROCESS/OPS	1.69	
						14589	PHOTO PROCESS/OPS	1.35	
						14590	PHOTO PROCESS/OPS	8.35	
						14591	PHOTO PROCESS/OPS	1.26	
23204 09/28/07		72.86	M116	CRAMBLETT, LAWRENCE		9001304	MED PYMT SUPP	72.86	
23205 09/28/07		61.33	M092	CRAWFORD, TERRI	7	9001288	MED PYMT SUPP	61.33	
23206 09/28/07		2,202.15	504	CUMMINS WEST, INC.		14406	OUT REP REV VEH	2,202.15	
23207 09/28/07		24.22	M039	DAVILA, ANA MARIA	7	9001260	MED PYMT SUPP	24.22	
23208 09/28/07		40,732.12	800	DELTA DENTAL PLAN		14619	OCT DENTAL	40,732.12	
23209 09/28/07		56,226.65	001316	DEVCO OIL		14437	9/1-9/12 FUEL/FLT	56,226.65	
23210 09/28/07		61.33	M095	DIXON, GEORGE	7	9001289	MED PYMT SUPP	61.33	
23211 09/28/07		61.33	M096	DRAKE, JUDITH	7	9001290	MED PYMT SUPP	61.33	
23212 09/28/07		144.76	001020	EMED COMPANY		14524	SAFETY SUPPLIES	144.76	
23213 09/28/07		61.33	M098	FAUCI, SUSAN	7	9001291	MED PYMT SUPP	61.33	
23214 09/28/07		61.33	M099	FIKE, LOUIS	7	9001292	MED PYMT SUPP	61.33	
23215 09/28/07		154.94	M074	GABRIELE, BERNARD	7	9001276	MED PYMT SUPP	154.94	
23216 09/28/07		24.22	M040	GARBEZ, LINDA	7	9001261	MED PYMT SUPP	24.22	
23217 09/28/07		48.42	M100	GARCIA, SANTIAGO	7	9001293	MED PYMT SUPP	48.42	
23218 09/28/07		61.33	M101	GOES, ALAN	7	9001294	MED PYMT SUPP	61.33	
23219 09/28/07		6,809.10	001029	GOLDEN GATE SYSTEMS		14501	COMPUTER SUPPLIES/IT	6,809.10	
23220 09/28/07		48.42	M041	GOUVEIA, ROBERT	7	9001262	MED PYMT SUPP	48.42	
23221 09/28/07		49.93	546	GRANITE ROCK COMPANY		14576	REPAIRS/MAINTENANCE	49.93	
23222 09/28/07		48.42	M081	HALL, JAMES	7	9001282	MED PYMT SUPP	48.42	
23223 09/28/07		241.33	M016	HICKLIN, DONALD KENT	7	9001256	MED PYMT SUPP	241.33	

5-1.9

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

DATE: 09/01/07 THRU 09/30/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23224	09/28/07	24.25	M082	HINDIN, LENORE	7	9001283	MED PYMT SUPP	24.25	
23225	09/28/07	28,000.00	002116	HINSHAW, EDWARD & BARBARA	7	9001250	370 ENCINAL RENT	28,000.00	
23226	09/28/07	62.96	M043	HOLODNICK, JAMES	7	9001263	MED PYMT SUPP	62.96	
23227	09/28/07	88.67	166	HOSE SHOP, THE		14414	PARTS & SUPPLY/FLT	88.67	
23228	09/28/07	72.86	M075	HOWARD, CAROL	7	9001277	MED SUPP PYMT	72.86	
23229	09/28/07	14,214.64	002117	IULIANO	7	9001251	111 DUBOIS RENT	11,214.64	
						9001252	115 DUBOIS RENT	3,000.00	
23230	09/28/07	61.33	M069	JACOBS, KENNETH	7	9001272	MED PYMT SUPP	61.33	
23231	09/28/07	32.30	M103	JEMISON, MAURICE	7	9001295	MED PYMT SUPP	32.30	
23232	09/28/07	2,706.85	110	JESSICA GROCERY STORE, INC.		9001253	CUSTODIAL SERVICES	2,706.85	
23233	09/28/07	61.33	M104	JUSSEL, PETE	7	9001296	MED PYMT SUPP	61.33	
23234	09/28/07	377.09	M061	KAMEDA, TERRY	7	9001269	MED PYMT SUPP	377.09	
23235	09/28/07	63.33	036	KELLY-MOORE PAINT CO., INC.		14397	REPAIRS/MAINTENANCE	35.12	
						14398	REPAIRS/MAINTENANCE	28.21	
23236	09/28/07	1,921.25	039	KINKO'S INC.		14594	AUG PRINTING/MC	337.57	
						14595	AUG PRINTING/MC	173.18	
						14596	AUG PRINTING/MC	1,410.50	
23237	09/28/07	32.30	M105	KOHAMA, MARY	7	9001297	MED PYMT SUPP	32.30	
23238	09/28/07	330.75	852	LAW OFFICES OF MARIE F. SANG	7	14480	WORKERS COMP CLAIM	330.75	
23239	09/28/07	95.06	E103	LONGNECKER, LLOYD		14626	9/20 TRAVEL/RTCC MTG	95.06	
23240	09/28/07	137.57	107A	LUMBERMENS		14311	PARTS & SUPPLY/FLT	83.33	
						14361	PARTS & SUPPLY/FLT	-54.24	
						14362	PARTS & SUPPLY/FLT	108.48	
23241	09/28/07	32.30	M106	LYALL, JOHN	7	9001298	MED PYMT SUPP	32.30	
23242	09/28/07	1,407.00	001119	MACERICH PARTNERSHIP LP	7	9001249	CAPITOLA MALL RENT	1,407.00	
23243	09/28/07	217.51	764	MERCURY METALS		14444	OUT RPR REV VEH	60.00	
						14486	OUT RPR REV VEH	157.51	
23244	09/28/07	61.33	M108	MILLER, FOREST	7	9001299	MED PYMT SUPP	61.33	
23245	09/28/07	687.07	041	MISSION UNIFORM		14333	UNIF/LAUNDRY/FAC	80.66	
						14355	UNIF/LAUNDRY/FLT	282.75	
						14356	UNIF/LAUNDRY/FLT	129.35	
						14357	UNIF/LAUNDRY/FLT	135.63	
						14360	UNIF/LAUNDRY/FLT	58.68	
23246	09/28/07	199.88	001454	MONTEREY BAY OFFICE PRODUCTS		14489	6/1-8/31 COPIER/ADM	199.88	
23247	09/28/07	28,448.40	002891	NCLN20, INC.		14585	AUG SECURITY	28,448.40	
23248	09/28/07	1,468.02	001063	NEW FLYER INDUSTRIES LIMITED		14544	REV VEH PARTS	552.30	
						14550	REV VEH PARTS	915.72	
23249	09/28/07	47.08	004	NORTH BAY FORD LINC-MERCURY		14421	REV VEH PARTS/FLT	47.08	
23250	09/28/07	24.22	M050	O'MARA, KATHLEEN	7	9001264	MED PYMT SUPP	24.22	
23251	09/28/07	80.00	E294	OWENS, ROLAND		14631	EMP TRAVEL/OWENS	80.00	
23252	09/28/07	4,212.64	009	PACIFIC GAS & ELECTRIC		14561	8/14-9/13 RESEARCH	1,157.58	
						14617	8/1-8/28 370 ENCINAL	3,055.06	
23253	09/28/07	325.46	043	PALACE ART & OFFICE SUPPLY		14340	OFFICE SUPPLIES/OPS	290.78	
						14440	OFFICE SUPPLY/FLT	34.68	
23254	09/28/07	346.62	M057	PARHAM, WALLACE	7	9001267	MED PYMT SUPP	346.62	
23255	09/28/07	48.42	M051	PENDRAGON, LINDA	7	9001265	MED PYMT SUPP	48.42	
23256	09/28/07	62.96	M109	PEREZ, CHERYL		9001300	MED PYMT SUPP	62.96	
23257	09/28/07	308.52	M064	PETERS, TERRIE	7	9001270	MED PYMT SUPP	308.52	
23258	09/28/07	61.33	M070	PICARELLA, FRANCIS	7	9001273	MED PYMT SUPP	61.33	
23259	09/28/07	61.33	M117	POLANCO, ANDRES		9001305	MED PYMT SUPP	61.33	

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 09/01/07 THRU 09/30/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23260	09/28/07	346.62	M058	POTEETE, BEVERLY	7	9001268	MED PYMT SUPP	346.62	
23261	09/28/07	113.87	061A	REGISTER PAJARONIAN		14436	CLASS ADV/FLT	113.87	
23262	09/28/07	33,590.52	904	RNL DESIGN		14615	SVCS THRU 8/31 MB	1,482.13	
						14616	SVCS THRU 8/31 MB	32,108.39	
23263	09/28/07	315.76	M005	ROSS, EMERY	7	9001254	MED PYMT SUPP	315.76	
23264	09/28/07	48.42	M085	ROSSI, DENISE	7	9001284	MED PYMT SUPP	48.42	
23265	09/28/07	1,973.81	018	SALINAS VALLEY FORD SALES		14438	REV VEH PARTS	1,973.81	
23266	09/28/07	32.30	M111	SANCHEZ, FELIX	7	9001301	MED PYMT SUPP	32.30	
23268	09/28/07	721.45	002713	SANTA CRUZ AUTO TECH, INC.		14459	OUT RPR REV VEH	56.60	
						14460	OUT RPR REV VEH	56.60	
						14461	OUT RPR REV VEH	56.60	
						14462	OUT RPR REV VEH	50.15	
						14463	OUT RPR REV VEH	50.15	
						14464	OUT RPR REV VEH	50.15	
						14465	OUT RPR REV VEH	50.15	
						14466	OUT RPR REV VEH	50.15	
						14467	OUT RPR REV VEH	50.15	
						14468	OUT RPR REV VEH	50.15	
						14469	OUT RPR REV VEH	50.15	
						14470	OUT RPR REV VEH	50.15	
						14471	OUT RPR REV VEH	50.15	
						14472	OUT RPR REV VEH	50.15	
23269	09/28/07	641.11	135	SANTA CRUZ AUTO PARTS, INC.		14309	PARTS & SUPPLY/FLT	64.43	
						14312	REV VEH PARTS/PT	120.96	
						14322	SAFETY SUPPLY/FLT	432.50	
						14329	PARTS & SUPPLY/FLT	10.85	
						14363	PARTS & SUPPLY/FLT	12.37	
23270	09/28/07	18.31	848	SANTA CRUZ ELECTRONICS, INC.		14498	COMPUTER SUPPLIES/IT	18.31	
23271	09/28/07	100.00	260	SANTA CRUZ GLASS CO., INC.		14506	DOOR RPR/PACIFIC	100.00	
23272	09/28/07	786.79	174	SAYLOR & HILL COMPANY		14383	CONT. COVERAGE/VERNON	786.79	
23273	09/28/07	479.04	001	SBC		14592	AUG REPEATERS/OPS	86.60	
						14593	SEPT REPEATERS/OPS	392.44	
23274	09/28/07	363.97	M010	SHORT, SLOAN	7	9001255	MED PYMT SUPP	363.97	
23275	09/28/07	61.33	M112	SILVA, EDUARDO	7	9001302	MED PYMT SUPP	61.33	
23276	09/28/07	100.00	B016	SKILLICORN, DALE	7	14620	SEPT BOARD MTGS	100.00	
23277	09/28/07	48.42	M054	SLOAN, FRANCIS	7	9001266	MED PYMT SUPP	48.42	
23278	09/28/07	11,948.71	001075	SOQUEL III ASSOCIATES	7	14278	RENT INCR.RESEARCH	297.60	
						9001248	RESEARCH PARK RENT	11,651.11	
23279	09/28/07	75.00	989	STUCKER, NANCY K.	7	14392	SEPT BILINGUAL TESTS	75.00	
23280	09/28/07	1,066.80	017	SUN MICROSYSTEMS, INC.		14497	10/01-12/31 SVCS	1,066.80	
23281	09/28/07	3,897.84	970	THE MECHANICS BANK		14598	AUG RETAINAGE/MB	3,897.84	
23282	09/28/07	76.28	002504	TIFCO INDUSTRIES		14536	PARTS & SUPPLIES	76.28	
23283	09/28/07	24.22	M086	TOLINE, DONALD	7	9001285	MED PYMT SUPP	24.22	
23284	09/28/07	352.71	170	TOWNSEND'S AUTO PARTS		14330	PARTS & SUPPLY/FLT	134.37	
						14331	PARTS & SUPPLY/ FLT	165.66	
						14332	PARTS & SUPPLY/FLT	52.68	
23285	09/28/07	1,054.17	R500	USAA INSURANCE		14557	SETTLEMENT/RISK	1,054.17	
23286	09/28/07	80.00	E483	VALDEZ, DAVID		14630	EMP TRAVEL/VALDEZ	80.00	
23287	09/28/07	60.80	434	VERIZON WIRELESS		14625	WIRELESS PC CARD	60.80	
23288	09/28/07	177.12	M076	VONWAL, YVETTE	7	9001278	MED PYMT SUPP	177.12	

5-1.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 09/01/07 THRU 09/30/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23289	09/28/07	3,613.86	001083	WATSONVILLE TRANSPORTATION, INC		14447	9/1-9/5 SERVICES/PT	1,893.68	
						14448	8/29-8/31 SVC/PT	1,720.18	
23290	09/28/07	35,080.56	002887	WEST BAY BUILDERS, INC.		14597	CONST SVC MB TO 8/31	35,080.56	
23291	09/28/07	2,950.00	948A	WESTAMERICA BANK TRUST DEPT		14600	AUG RETAINAGE/MB	2,950.00	
23292	09/28/07	72.86	M115	WILLIAMS, CHRIS	7	9001303	MED PYMT SUPP	72.86	
23293	09/28/07	99.65	E404	WILSON, BONNIE		14629	EMPLOYEE TRAINING	99.65	
23294	09/28/07	24.22	M088	YAGI, RANDY	7	9001286	MED PYMT SUPP	24.22	
23295	09/28/07	104.38	147	ZEE MEDICAL SERVICE CO.		14318	SAFETY SUPPLY/FAC	59.95	
						14319	SAFETY SUPPLY/FAC	44.43	
TOTAL		1,522,568.50		COAST COMMERCIAL BANK			TOTAL CHECKS	322	1,522,568.50

5-1.12



Agenda
METRO Advisory Committee
6:00 pm
October 17, 2007
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of September 2007
5. Ridership Report for August 2007
6. ParaCruz Operations Status Report for June 2007
7. Discussion of MAC Members Attending the Work Session with METRO Board of Directors and Wilbur Smith Associates on October 19, 2007.
8. Election of Vice Chair
9. Presentation by SCCRTC Staff on the Freeway Service Patrol (FSP) Program and the use of METRO Park & Ride Facilities
10. Discussion of Inbound / Outbound Route Schedules on Bus Stops
11. Discussion of MAC Bylaws Regarding Conflict of Interest for MAC Membership
12. Discussion of MAC Bylaws Regarding the Excused and Unexcused Absentee Definitions
13. Communications to METRO General Manager
14. Communications to METRO Board of Directors
15. Items for Next Meeting Agenda
16. Adjournment

Next Meeting: Wednesday, November 21, 2007 @ 6:00 pm
Santa Cruz Metro Center Conference Room

5-3.1

**** REVISED ****

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

August 15, 2007

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, August 15, 2007 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:17 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Naomi Gunther
Paul Marcelin-Sampson, Vice Chair
Mara Murphy
Dennis Papadopulo
Stuart Rosenstein
Dave Williams
Robert Yount, Chair

VISITORS PRESENT

Steve Prince, UTU
Karena Pushnik, SCCRTC

MEMBERS ABSENT

Dan Alper
Mara Murphy
Lesley Wright

STAFF PRESENT

Ciro Aguirre, Operations Manager
Ian McFadden, Transit Planner
Steve Paulson, Paratransit Administrator
Les White, General Manager

2. AGENDA ADDITIONS/DELETIONS

None

3. ORAL/WRITTEN COMMUNICATION

Oral: Chair Robert Yount referred to the following handouts; 2 Sample Data Layouts of the Ridership report, the June 2006 Ridership report, and a revised MAC Membership Appointments chart, which are attached to the file copy of these minutes.

Oral: Vice Chair Paul Marcelin-Sampson reported his intention of resignation from the METRO Advisory Committee (MAC) as of August 15, 2007 due to his relocation to Monterey, CA. Mr. Marcelin-Sampson thanked the MAC Members and voiced his satisfaction working with METRO and the transportation industry of Santa Cruz County.

Oral: Chair Robert Yount reported that a previous MAC Member, Matthew Melzer, had moved to Washington D.C. and is currently working for the railroad.

4. CONSIDERATION OF MINUTES OF JULY 20, 2007 AND THE PROPOSED REVISION TO MINUTES OF MAY 16, 2007

ACTION: MOTION: DENNIS PAPADOPULO SECOND: PAUL MARCELIN-SAMPSON

5-3.2

ACCEPT AND FILE MINUTES OF THE MAY 16, 2007 MEETING WITH THE PROPOSED REVISION.

Motion passed unanimously with Dan Alper, Mara Murphy, and Lesley Wright being absent.

ACTION: MOTION: NAOMI GUNTHER SECOND: PAUL MARCELIN-SAMPSON

ACCEPT AND FILE MINUTES OF THE JULY 18, 2007 MEETING AS PRESENTED.

Motion passed with Dave Williams abstaining and Dan Alper, Mara Murphy, and Lesley Wright being absent.

5. RIDERSHIP REPORT FOR JUNE 2007

Les White reported that the purpose of the sample Ridership Report layouts is to verify that all the requested information is contained in the report and to seek approval from MAC and the METRO Board of Directors to reformat the report. Mr. White explained that the layouts were mock-ups for revision purposes only and that the data was not the actual data from May 2007.

Ian McFadden reported that the most significant changes were the additions of columns for Passengers per Mile (Passengers/Mile) and Passengers per Hour (Passengers/Hour).

Vice Chair Paul Marcelin-Sampson suggested that an asterisk be placed at the Route 17 row and that verbiage be associated with the asterisk clarifying that the variance of Passengers per Mile / Hour and the revenue generated from Route 17 is not directly comparable to the local routes due to the higher fare for Route 17.

Vice Chair Paul Marcelin-Sampson suggested that terminology be added to the Day Pass column to distinguish it from the Senior/Disabled (S/D) Day Pass. Ian McFadden stated that the term Regular could be added to the Day Pass column.

Vice Chair Paul Marcelin-Sampson suggested that the Wheelchair (W/C) and Bike columns could be somehow distinguished from the other columns in order to signify that the data in these columns is already included in other columns and should not be considered for the overall ridership total. Ian McFadden stated that these columns could be moved to the right of the Passengers/Hour column. Chair Robert Yount stated that moving these columns would set them apart so that the data would not be duplicated when making calculations.

Vice Chair Paul Marcelin-Sampson suggested that the RIDERSHIP column be moved to the left side of the Passengers/Mile column.

Naomi Gunther suggested that a key be added to the report for instructional purposes and to provide information on how the data is calculated. Vice Chair Paul Marcelin-Sampson stated that he would provide METRO Staff with a key he had previously created to include on the report.

Vice Chair Paul Marcelin-Sampson suggested adding the term Regular or Full to the Cash column and renaming the S/D Riders column to S/D Cash. Les White suggested using the term Full Fare instead of Regular for column headings.

Ian McFadden described some of the limitations of providing certain informational data on the report and how comparing reports from previous months and years may not provide actual performance changes due to the number of school days, service changes, and other variables. Les White stated that Days of Service would also vary.

6. PARACRUZ OPERATIONS STATUS REPORT FOR APRIL 2007

Chair Robert Yount Stated that the ParaCruz service is constantly showing improvement and commended Steve Paulson for his involvement. Steve Paulson thanked MAC for the recognition.

7. CONSIDERATION OF REPORTS GENERATED BY CONSULTANTS PAT PIRAS CONSULTING AND WILBUR SMITH ASSOCIATES, INC.

Deferred to September 19, 2007 MAC Meeting

8. CONSIDERATION OF SANTA CRUZ METRO'S COMMENTS TO THE ACCESS BOARD'S PROPOSED DRAFT REVISIONS TO THE ADA ACCESSIBILITY GUIDELINES FOR BUSES & VANS (36 CODE OF FEDERAL REGULATIONS PART 1192)

Deferred to September 19, 2007 meeting.

9. CONSIDERATION AND PRIORITIZATION OF LIST OF UNMET TRANSIT NEEDS FOR SUBMISSION TO SCCRTC

Chair Robert Yount referred to the "Draft 2007 Unmet Transit/Paratransit Needs-METRO BOARD LIST REVISION #2" handout, which is attached to the file copy of these minutes. Les White explained the meaning and purpose of Unmet Needs and the development of the revised list. Mr. White stated he had provided the SCCRTC "Draft List of Unmet Specialized Transportation/Transit Needs June 2007" and "Draft 2007 Unmet Needs-METRO" at the July MAC meeting so that MAC Members could review them in order to make suggestions for additions and/or deletions from the list at this MAC Meeting. Mr. White described the routing process and time line for developing and submitting the list.

Les White explained that the "Draft 2007 Unmet Transit/Paratransit Needs-METRO BOARD LIST REVISION #2" contains items that do not have funding and may never be implemented unless funding should become available. Mr. White stated that the concept of the list is to attach a level of importance to the items should funding become available.

ACTION: MOTION: STUART ROSENSTEIN SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGES: MOVE “HOLIDAY SERVICE ON ALL HOLIDAYS” FROM LOW PRIORITY TO HIGH PRIORITY, ADD “ADDITIONAL HIGHWAY 17 NORTH AND SOUTH TRIPS AT LATER TIMES ON WEEKENDS” TO HIGH PRIORITY, AND THE USE OF A CRITERIA TO SELECT ITEMS THAT WOULD BENEFIT THE MOST RIDERS IF FUNDING SHOULD BECOME AVAILABLE.

Motion passed unanimously with Dan Alper, Mara Murphy, and Lesley Wright being absent.

STUART ROSENSTEIN LEFT AT THIS TIME

ACTION: MOTION: NAOMI GUNTHER SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGES: MOVE “REVISE AND IMPROVE WEB SITE TO ENHANCE EFFECTIVENESS AND VISIBILITY” FROM VERY HIGH PRIORITY TO HIGH PRIORITY, MOVE “INCREASED HEADWAYS FOR ROUTE 71 EVENING SERVICE: 2X AN HOUR UNTIL 9PM VS. 7PM” FROM VERY HIGH PRIORITY TO MODERATE PRIORITY, MOVE “REDEVELOP SANTA CRUZ METRO CENTER AS MIXED USE FACILITY INCORPORATING LOCAL TRANSIT SERVICE, PARATRANSIT SERVICE, INTERCITY BUS SERVICE, COMMERCIAL OFFICE FUNCTIONS, PASSENGER SERVICE FACILITIES, PARKING FACILITIES, AND BOTH MARKET RATE AND AFFORDABLE HOUSING” FROM VERY HIGH PRIORITY TO MODERATE PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: DENNIS PAPADOPULO SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGES: ELIMINATE “BI-DIRECTIONAL SERVICE ON LOCAL WATSONVILLE ROUTES” AND REPLACE WITH “ADD BUS STOPS AND ADDITIONAL LOCAL SERVICE TO THE WATSONVILLE AREA” AND MOVE TO HIGH PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: NAOMI GUNTHER SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGE: MOVE “BRAILLE AND RAISED NUMBERS ON BUS SIGNAGE AT BUS STOPS INDICATING WHICH BUS ROUTES ARE BEING OFFERED AT EACH STOP” FROM MODERATE TO HIGH PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: DENNIS PAPADOPULO

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGE: REMOVE “SERVICE FROM SANTA CRUZ COUNTY TO LOS GATOS” FROM LIST.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NAOMI GUNTHER

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGES: ELIMINATE “ADD EARLY MORNING ROUTE 70 SERVICE TO CABRILLO COLLEGE” AND REPLACE WITH “EARLIER START TIMES ON ALL ROUTES WHERE NECESSARY” AND MOVE TO HIGH PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: NAOMI GUNTHER SECOND: DENNIS PAPADOPULO

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGES: REVISE “EXPANDED EVENING AND LATE NIGHT SERVICE ON MAJOR FIXED ROUTES TO IMPROVE SERVICE ACCESSIBILITY” TO READ, “EXPANDED EVENING AND LATER SERVICE ON MAJOR FIXED ROUTES TO IMPROVE SERVICE ACCESSIBILITY” AND MOVE FROM MODERATE PRIORITY TO HIGH PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: ROBERT YOUNT SECOND: DENNIS PAPADOPULO

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGES: MOVE “ PURCHASE AUTOMATED VEHICLE LOCATION/PASSENGER COUNTING SYSTEM” AND “INSTALLATION OF TRANSPONDERS ON ALL BUSES FOR PREEMPTIVE SIGNAL CONTROL ON MAJOR CORRIDORS IMPROVING TRAFFIC FLOW, REDUCING TRAVEL TIME, AND IMPROVING ON-TIME PERFORMANCE” FROM HIGH PRIORITY TO VERY HIGH PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NAOMI GUNTHER

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGE: MOVE “IMPLEMENT CIRCULATOR SERVICE IN SANTA CRUZ, WATSONVILLE, CAPITOLA, AND SCOTTS VALLEY” FROM HIGH PRIORITY TO LOW PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

ACTION: MOTION: ROBERT YOUNT SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT THE DRAFT 2007 UNMET TRANSIT/PARATRANSIT NEEDS-METRO LIST BE REVISED TO REFLECT THE FOLLOWING CHANGE: ADD “REPLACEMENT OF THIRTY (30) 1998 FIXED-ROUTE BUSES” TO VERY HIGH PRIORITY.

Motion passed unanimously with Dan Alper, Mara Murphy, Stuart Rosenstein, and Lesley Wright being absent.

Karena Pushnik reported that the Santa Cruz County Regional Transportation Commission (SCCRTC) has mailed out a notice to community organizations informing them of the Unmet Needs Public Hearing that will be held at the September 6, 2007, SCCRTC regular meeting. Ms. Pushnik informed MAC and METRO Staff that the notice included the Elderly and Disabled Transportation Advisory Committee (E&D TAC) Unmet Needs list and a previous Unmet Needs list from METRO and that an email containing these items was also sent. Ms. Pushnik stated that if METRO presented SCCRTC with a revised list including prioritization that it could be included in a future email. Les White stated that he would provide SCCRTC with an updated list from the METRO Board of Directors.

10. DISCUSSION OF USAGE RULES FOR PARK & RIDE FACILITIES

Deferred to September 19, 2007 meeting.

11. DISCUSSION OF MAC BYLAWS REGARDING CONFLICT OF INTEREST FOR MAC MEMBERSHIP

Deferred to September 19, 2007 meeting.

12. DISCUSSION OF MAC BYLAWS REGARDING THE EXCUSED AND UNEXCUSED ABSENTEE DEFINITIONS

Deferred to September 19, 2007 meeting.

13. DISCUSSION OF CHANGE MACHINES AND TICKET VENDING MACHINES

Deferred to September 19, 2007 meeting.

14. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

15. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

16. ITEMS FOR NEXT MEETING AGENDA

- Ridership Report
- ParaCruz Operations Status Report
- Consideration of Reports Generated by Consultants Pat Piras Consulting and Wilbur Smith Associates, Inc.
- Consideration of Santa Cruz METRO's Comments to the Access Board's Proposed Draft Revisions to the ADA Accessibility Guidelines for Buses & Vans (36 Code of Federal Regulations Part 1192)
- Discussion of Usage Rules for Park & Ride Facilities
- Discussion of MAC Bylaws Regarding Conflict of Interest for MAC Membership
- Discussion of MAC Bylaws Regarding the Excused and Unexcused Absentee Definitions
- Discussion of Change Machines and Ticket Vending Machines
- Consideration of Recommending an Alternate/Replacement Representative to the Transportation Funding Task Force (TFTF) for Paul Marcelin-Sampson

ADJOURN

There being no further business, Chair Robert Yount thanked everyone for participating, and he adjourned the meeting at 7:57 p.m.

Respectfully submitted,



DALE HAMILTON
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 26, 2007
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of July 2007.
- A breakdown of pick-up times beyond the ready window is included.

III. DISCUSSION

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

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

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

5-4.1

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

	July 2006	July 2007
Total pick ups	6683	6826
Percent in “ready window”	90.56%	93.96%
1 to 5 minutes late	3.16%	2.46%
6 to 10 minutes late	2.26%	1.35%
11 to 15 minutes late	1.17%	1.03%
16 to 20 minutes late	1.00%	.51%
21 to 25 minutes late	.55%	.35%
26 to 30 minutes late	.37%	.13%
31 to 35 minutes late	.16%	.09%
36 to 40 minutes late	.25%	.10%
41 or more minutes late (excessively late/missed trips)	.19%	.07%
Total beyond “ready window”	9.44%	6.04%

During the month of July, ParaCruz received seven (7) service complaints and one (1) compliment. Four (4) of the complaints were found to be “not valid”. Three (3) of the valid service complaints were related to a late pick-up.

5-4.2

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through July

	July 06	July 07	Fiscal 07	Fiscal 08
Requested	7311	7163	7311	7163
Performed	6683	6826	6683	6826
Cancels	18.59%	15.61%	18.59%	15.61%
No Shows	2.28%	2.22%	2.28%	2.22%
Total miles	47981	45120	47981	45120
Av trip miles	5.16	5.20	5.16	5.20
Within ready window	90.56%	93.96%	90.56%	93.96%
Excessively late/missed trips	13	5	13	5
Call center volume	5838	5868	5838	5868
Call average seconds to answer	24	30	24	30
Hold times less than 2 minutes	95%	95%	95%	95%
Distinct riders	795	746	795	746
Most frequent rider	54 rides	46 rides	54	46
Shared rides	67.3%	63.4%	67.3%	63.4%
Passengers per rev hour	1.62	2.32	1.62	2.32
Rides by supplemental providers	5.97%	22.78%	5.97%	22.78%
Vendor cost per ride	\$22.14	\$23.22	\$22.14	\$23.22
ParaCruz driver cost per ride (estimated)	\$24.27	\$24.17	\$24.27	\$24.17
Rides < 10 miles	81.40%	83.16%	81.40%	83.16%
Rides > 10	18.60%	16.84%	18.60%	16.84%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-4.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 26, 2007
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Service Building work
 - Arntz Builders working on punch-list items and providing training to METRO employees.
 - City of Santa Cruz Fire Department received training for the Fueling&Service facility
 - On September 28, the Board of Directors approved a Change Order of \$363,054 for issues relating to needed items for the Service & Fueling Building Component of the MetroBase Project.
- Maintenance Building
 - West Bay Builders continuing site work on 120 Golf Club Drive property
 - Tilt-up panels and steel framework have been installed.
 - Storm Sewer connection work has started on Golf Club Drive.
 - PG&E to provide more information for site work.
 - AT&T working on telecom plans.

III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. Current work consists of punch-list items and providing training to METRO employees. Multiple training sessions have occurred. Arntz Builders is going through a punch-list to finalize building and have been working on them. City of Santa Cruz Fire Department has requested several training sessions for the purpose of familiarizing themselves with fueling facility. On September 28, the Board of Directors approved a Change Order of \$363,054 for issues relating to needed items for the Service & Fueling Building Component of the MetroBase Project. Main items of work include Caltrans Encroachment Right of Way, PG&E, and AT&T work.

West Bay Builders is continuing site work on 120 Golf Club Drive property. The tilt-up panels and steel framework have been installed. West Bay Builders have begun work on Golf Club Drive for storm sewer work.

5-5.1

Other work occurring on the site is the site work for PG&E transformer. PG&E will be providing cut sheets and drawings for the transformer and platform that will be placed on the Vernon side area. Also, AT&T is working on their telecom plans for the site.

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

New updates on the MetroBase Project:

- City of Santa Cruz Fire Department requested training for the Service&Fueling Facility.
- West Bay Builders continuing site work on 120 Golf Club Drive property.
- West Bay Builders has installed tilt-up panels and steel framework.
- PG&E to provide more information for site work.
- AT&T working on Maintenance Building telecom plans.

Previous information regarding the MetroBase Project:

A. Service & Fueling Building (IFB 05-12)

- Arntz Builders completed trash enclosure and street repaving of Highway 9.
- On January 26, 2007, Board of Directors went on a tour of the MetroBase Project.
- Received Caltrans Encroachment Permit. Work completed.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders providing training to METRO employees.
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- Weekly Construction Meetings

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.
- Tilt-up panels poured and cured.
- RNL contract modified for added Maintenance Building scope
- Harris & Associates contract modified for added Maintenance Building scope.
- Weekly Construction Meetings.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 26, 2007
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: **CONSIDERATION OF ADOPTING AN ANNUAL DBE PARTICIPATION RATE OF 1.38% FOR FEDERALLY FUNDED PROCUREMENTS IN FY2008.**

I. RECOMMENDED ACTION

Adopt an annual DBE participation rate of 1.38% for Fiscal Year 2008.

II. SUMMARY OF ISSUES

- The Department of Transportation requires the District to have a Disadvantaged Business Enterprise (DBE) Program and to set an annual goal to ensure that small, minority- and women-owned businesses are not discriminated against in District procurements.
- Code of Federal Regulations Title 49, Part 26 (49 CFR 26) prescribes the annual DBE goal calculation method.
- The proposed FY 2008 goal establishes an adjusted DBE participation rate of 1.38% for METRO procurements.
- The District will accept public comments on the proposed goal until December 15, 2007.

III. DISCUSSION

In 1983, the United States Congress enacted the first Disadvantaged Business Enterprise statutes to end discrimination contract awards funded with Federal assistance. As required by the Department of Transportation since then, the Santa Cruz Metropolitan Transit District annually establishes a goal and tracks DBE participation in its own procurement activities. The intent of the goal is to attain the same rate of participation by small, minority and women-owned business in procurements which could be expected in the absence of discrimination.

The Code of Federal Regulations (49 CFR 26) prescribes the method for calculating the annual goal for DBE participation. Both the US Bureau of Census and the California Department of Transportation's Unified Certification Program maintain extremely specific and uniform data on business activity and ownership by county. Both data sources use the North American Industry Classification System (NAIC), which categorizes business activities into hundreds of six-digit

5-6.1

classification codes. Caltrans also uses the NAIC in its DBE Vendor Directory, enabling METRO staff to accurately calculate a DBE goal conforming to a preferred method.

METRO staff used the base DBE participation rate indicated using the October, 2007 DBE Vendor Directory. Caltrans' DBE vendor directory yielded a base rate of 1.02% for overall DBE participation from within the 14-county area which furnishes most of METRO's vendors. Because of large construction procurements for MetroBase and Pacific Station, contractors and subcontractors may be drawn from outside the typical market area. To accommodate this wider appeal, staff increased the rate of DBE participation in construction activities from 1.16%, the portion of DBE vendors in the METRO market area, to 1.54%, the portion of DBE vendors in construction statewide. Similarly, the rates for Wholesale and Business Services procurement were increased to the statewide rates. These adjustments increased the overall DBE goal from 1.02% to 1.38%.

In July, 2007, The Federal Transit Administration conducted a triennial review of METRO's federal program administration and found METRO's DBE program to comply with the federal requirements.

In April, 2006, the Ninth Circuit Court of Appeals ruled that absent evidence of specific racial discrimination in contract awards, procurements could no longer specify contract-specific, or "race-conscious" goals for contracts. The California Department of Transportation on May 1, 2006, instituted a "race-neutral" DBE program, and Santa Cruz METRO will continue to implement a race-neutral DBE program in accordance with guidance from Caltrans.

The District will accept public input for 45 days after announcing the new goal. Public comments and the District's response will be included in the annual goal statement submitted to the Federal Transit Administration for ultimate approval. Staff will accept comments through December 15, 2007.

The attached *Annual DBE Program Goal Fiscal Year 2008* contains the methodology for setting the DBE participation rate at 1.38%. Adopting the goal commits the District's procurement efforts to attain a DBE participation rate of 1.38% for the Federal Fiscal Year beginning October 1, 2007.

III. FINANCIAL CONSIDERATIONS

Adopting the *Annual DBE Program Goal Fiscal Year 2008* has no financial impact; however, contracts funded with FTA assistance will be monitored for DBE goal achievement.

V. ATTACHMENTS

Attachment A: *Santa Cruz Metropolitan Transit District Annual DBE Program Goal Fiscal Year 2008*

5-6.2

Santa Cruz Metropolitan Transit District

Annual DBE Program Goal

Fiscal Year 2008

October, 2007

5-6.a1

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5-6.a2

CONTENTS

Introduction1

Declarations1

Annual Goal Methodology2

 Step 1: Establishing the Base Figure3

 Step 2: Adjustment to the Base DBE Contract Goal6

Annual Goal.....6

Breakout of Estimated Race-Neutral and Race-Conscious Measures.....7

Process.....7

Comments7

5-6.a3

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5-6.24

Introduction

The Santa Cruz Metropolitan Transit District (METRO) has maintained a Disadvantaged Business Enterprise (DBE) Program in accordance with the U.S. Department of Transportation (DOT) as required in 49 CFR Part 23. The purpose of the METRO DBE program is to ensure that small firms competing for DOT sponsored contracts are not disadvantaged by unlawful discrimination. Initially, the program applied to minority owned businesses. In 1987, Congress expanded the DBE program to include small women-owned businesses as well.

In February 1999, the U.S. Congress passed a new regulation for Disadvantaged Business Enterprises in response to the Supreme Court's 1995 opinion (Adarand vs. Peña) that affirmative action programs must be narrowly tailored to serve a compelling government interest. In order to streamline DBE program administration and to incorporate the new rules, the Department of Transportation codified the revised DBE requirements in a new section, 49 CFR 26.

The Santa Cruz Metropolitan Transit District DBE Program - 49 CFR Part 26 contains the complete DBE program including policies, requirements, remedies, and records except for the amount of DBE participation to be determined each year. The Program conforms to Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule as published in the Federal Register of February 2, 1999. The METRO Board of Directors adopted the Program on July 21, 2000 and submitted it to the Federal Transit Administration for approval on July 25, 2000. The complete Program is available upon request from District's DBE Liaison Officer at the address listed on the last page of this Annual Update.

The Santa Cruz Metropolitan Transit District Annual DBE Program Goals FY 2008 comprises the annually updated part of the comprehensive DBE Program. Each year, the Santa Cruz Metropolitan Transit District will review its goal accomplishment for Disadvantaged Business Enterprise participation in DOT assisted contracts and recalculate the goal for the coming year, if indicated, based upon demonstrable evidence relevant to the District's marketplace. This document presents the annual goal, describes the methodology behind it and discusses race-neutral and race-conscious measures that the District anticipates using to reach the goal.

Declarations

The Santa Cruz Metropolitan Transit District receives Federal financial assistance from the Department of Transportation, and, as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26. The Santa Cruz Metropolitan District will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, the Santa Cruz Metropolitan Transit District will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

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Annual Goal Methodology

METRO's annual goal-setting methodology follows the prescribed method in 49 CFR §26.45 and draws upon relevant market data particular to the geographic area in which METRO typically contracts. In step one, METRO uses the US Bureau of Census County Business Patterns and the California Department of Transportation's statewide directory of eligible DBE vendors in its Unified Certification Program to estimate the number of DBEs which might be available in METRO's contracting area. Step two narrowly tailors the estimate to the actual market conditions for DBEs in METRO's procurement areas.

METRO's annual goal calculation is based upon very specific data available on business ownership in the area and is narrowly tailored to the characteristics of the market area in which METRO contracts. Since 2005, Caltrans has identified its certified DBE vendors by county using the 6-digit North American Industry Classification System, which corresponds exactly to the classification system used by the U.S. Census Bureau's County Business Pattern data. METRO now derives its goal from the actual count of DBE vendors within a narrow range of industrial classification codes and compares it to the count of all businesses in the exact same classifications in the County Business Patterns. The subsequent goals can be considered more reliable and more relevant to this area than those calculated before FY 2005.

In order to be considered a Disadvantaged Business Enterprise for the purpose of participating in federally funded procurements, a firm must be certified by an agency receiving assistance from one of the federal transportation agencies. In California, each certified firm is catalogued in the statewide DBE directory, which Caltrans updates weekly, giving an accurate count of certified DBE firms in the market area.

Apparently, few minority and women owned businesses register for DBE certification. Whether for privacy reasons, excessive income or due to the success of the DBE program in enabling small DBE firms to grow beyond the maximum allowable income threshold for the program, minority and women-owned businesses do not apply for DBE status at the rate which might be expected, and the DBE Directory represents a portion of all businesses estimated to be owned by minorities or women. While other small, minority- or woman-owned businesses may exist, this goal-setting methodology accounts only for those businesses certified and listed in the directory to calculate the annual participation goal.

STEP 1: ESTABLISHING THE BASE FIGURE

In order to estimate the potential DBE participation rate in the absence of discrimination, staff first categorized previous METRO contracts according to the North American Industry Classification System (NAIC), which classifies business activity in Canada, Mexico and the United States into distinct groups for purposes of statistical comparison.¹ Each business activity is assigned a 2 to 6 digit number within a hierarchy of increasing specificity based upon the number of digits. For example, construction activity is grouped generally under the 2-digit category "23". Special construction trades are further categorized in "238", with Drywall contractors in NAIC code "238210" and Painters categorized in NAIC code "238220". Other business groupings follow the same pattern.

Examination of METRO's previous DOT assisted contracts revealed that contract work occurs in construction, paratransit service, wholesale procurement and business services such as finance, planning environmental consulting and engineering. To achieve the greatest specificity and eliminate related areas in which METRO has no contract opportunities, METRO staff sometimes chose the full 6-digit code and at other times used only 3 or 2 digits when all related subcategories also had contract opportunities. The NAIC codes incorporating relevant contract areas would be: Construction, 236; Heavy Construction, 237; Special trade contractors, 238; Paratransit and special passenger transportation, 485; Wholesale goods, 423, 4241, 441, 443, 447, 45321, 454319; and Business Services, 517, 5241, 5313, 5324, 54, 561, 562, 6211, 6215, 811 and 812331. Disadvantaged Business Enterprises (DBEs) could then be compared with all firms by NAIC by county using US Census Data and the California Department of Transportation's (Caltrans) certified DBE Vendor Directory maintained for the statewide Unified Certification Program.

In the next step, staff defined a market area to represent the likely area in which most procurement contracts would be awarded. With proximity to San Francisco and San Jose, many contracts are awarded in the San Francisco and Monterey Bay Areas. In order to establish geographic consistency with the Caltrans DBE vendor directory, staff expanded the market area definition to include all of Caltrans Districts 04 and 05, which extends the market area boundary north to Sonoma and south to Santa Barbara. For this exercise, METRO's market area includes the following counties: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano and Sonoma. While a fraction of contracts may lie beyond, this area includes the second and fourth largest cities in the State, San Jose and San Francisco, both of which have diverse economies with strong service, retail and wholesale sectors.

The current Caltrans DBE Vendor Directory maintained for the California Unified Certified Program is a reliable inventory of DBE certified firms within the market area. The percentage of DBEs in the geographic area and in the NAICs in which METRO contracts can be computed by simply dividing the number of DBE firms listed in the relevant categories in Caltrans Districts 4 and 5 by the number of all firms in those counties in the same categories as counted by US Bureau of Census County Business Patterns for 2002. The following table calculates the percentage of DBE firms in each contract area in each county.

¹ <http://www.census.gov/epcd/www/naics.html>

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Table 1. METRO Market Area Firms by NAIC and DBEs in UCP Directory

	Construction 236,237,238	Transport. 485	Wholesale 423,4241,441,443,44 4,454319,453214541	Services 517,5241,5313,53 24,54,561, 562,6211,6215,81 2331	#Firms in NAICs
County					
Caltrans District 04					
Alameda	2,784	43	4,375	9,000	16,202
Contra Costa	2,315	39	1,932	6,397	10,683
Marin	1,054	11	874	2,992	4,931
Napa	507	13	332	828	1,680
San Francisco	1,539	73	2,224	8,755	12,591
San Mateo	1,906	62	1,991	5,216	9,175
Santa Clara	3,337	60	4,630	13,038	21,065
Solano	740	19	648	1,259	2,666
Sonoma	2,003	25	1,241	3,047	6,316
Caltrans District 05					
Monterey	982	12	907	1,835	3,736
San Benito	184	2	93	213	492
San Luis Obispo	1,031	19	652	1,597	3,299
Santa Barbara	1,087	21	981	2,613	4,702
Santa Cruz	866	9	623	1,630	3,128
District 04 & 05 TOTAL	20,335	408	21,503	58,420	100,666
Certified DBE Firms					
Market Area	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM DBEs
Districts 04 & 05	237	4	27	369	637
%DBE	1.17%	0.98%	0.13%	0.63%	0.63%

Sources: US Bureau of the Census, County Business Patterns, 2002
 CA Dept. of Transportation, UCP Directory of DBEs, October, 2007.

This table enables the percentage of DBE vendors within the METRO marketplace to be calculated. From the last row of Table 1, the DBE vendor participation rate which could be expected in each of the four NAIC groups in the absence of discrimination would be: 1.17% for construction trades; 0.98% for contract transportation services; 0.13% for wholesale goods; and 0.63% for services. Overall, DBEs represent less than one percent of all firms in the NAICs in which METRO contracts.

5-6.a8

The base figure for the DBE goal is determined by multiplying the percentage of contract procurements in each category (total procurements=100%) by the DBE participation rate expected in each category and summing the four products. Table 2 below shows the data used to calculate the base figure for the overall DBE goal.

Table 2: Base DBE Contract Goal

	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM TOTAL
%DBE in Market Area	1.165%	0.980%	0.126%	0.63%	2.90%
Fed Assisted Contract \$	\$3,051,346	\$20,766	\$403,709	\$246,021	\$3,721,843
% of Contract Funds	81.98%	0.56%	10.85%	6.61%	100%
% Contracts * %DBE	0.96%	0.01%	0.014%	0.04%	1.02%
METRO Ops Budget:	\$38,778,000	FTA Ops.:		\$4,026,335	
METRO Ops. Procurement:	\$6,457,616	Procurable		\$670,497	
METRO Cap Budget: (non-veh)	\$15,972,584	FTA Cap		\$3,051,346	
Procurement TOTAL	\$22,430,200	total FTA:		\$3,721,843	
construction [CAPITAL]	\$15,972,584	1.00000		\$3,051,346	
transportation	200,000	0.03097		\$20,766	
wholesale	3,888,161	0.60210		\$403,709	
business services	2,369,455	0.36692		\$246,021	

Applying the same four categories to METRO's FY 2008 budget, the proportion of FTA operating assistance available for procurement is first determined using the same ratio of procurement dollars to the overall operating budget as shown in the first two rows of the first column of the grid under Table 2. Next, FTA capital assistance, excluding allocations for vehicles, is allocated to contract procurement according to project descriptions, with 100% allocated to the construction category including capital items. There are no FTA funded business services in FY 2008. Then, FTA operating assistance dollars are distributed across the other 3 categories in the same proportion as non-construction procurements to the operating budget. This is shown in the bottom three rows of the grid under Table 2. The resultant percentages are applied to the amount of FTA operating assistance available for procurement in order to calculate federal dollars available for DBE vendor contracting.

Next, the percentage of FTA procurement dollars in each of the four categories is multiplied by the estimated percentage of available DBEs from Table 1 to determine a percentage participation rate in each NAIC group. Finally these four percentages are added to reach the un-adjusted base goal of 1.02% for DBE participation in FY 2008.

5-6.29

STEP 2: ADJUSTMENT TO THE BASE DBE CONTRACT GOAL

In reviewing the coming year's contract opportunities, the greatest amount by far of FTA funds will be spent in construction. METRO's past experience shows that contractors on large engineering projects tend to subcontract portions of the procurement, yielding more opportunities for small businesses to participate, which in turn increases the opportunity for DBEs since they are by definition small businesses. Furthermore, substantial contract dollars available in MetroBase and Pacific Station construction would tend to attract contractors from outside the typical market area. Rather than using 0.96% for the market share in construction for the level of DBE participation anticipated in the absence of discrimination, this amount is increased to 1.54%, the statewide percentage of DBEs in construction trades as shown in Table 3 (below). This amount will be substituted for the local market percentage of anticipated DBE participation to determine the adjusted in goal in Table 4, following. To raise the goal for DBE participation in Wholesale and Services procurements, the Adjusted DBE Contract Goal borrows the higher statewide percentage rates. These three adjusted rates then become factors to calculate METRO's 2008 DBE Goal. Because METRO allocates such a small portion of procurements to contract transportation since taking ParaCruz in-house, the Adjusted Goal keeps the market area percentage for DBE participation in Transportation.

Table 3. Statewide Certified DBE Firms

	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM DBEs
State Total	69,093	1,430	91,050	174,140	335,713
Certified DBEs in State	1,066	43	264	2,009	3,382
%DBE	1.54%	3.01%	0.29%	1.15%	1.01%

Annual Goal

The annual goal is adjusted to consider the impact of large construction projects, wholesale and services procurements which could attract contractors from beyond METRO's typical market area. Increasing the anticipated DBE participation rate for construction, wholesale and services increases the overall DBE goal from 1.01% to 1.38%.

Table 4: Adjusted DBE Contract Goal

Available DBEs	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	All Contract Opportunity
METRO Market Area	1.54%	0.98%	0.29%	1.15%	
Federal Contract \$ FY'08	\$3,051,346	\$20,766	\$403,709	\$246,021	\$3,721,843
% of FTA Funds	81.98%	0.56%	10.85%	6.61%	18.02%
% Contracts * %DBE	1.26%	0.01%	0.03%	0.08%	1.38%
				=DBE	\$ 51,290

5-6.a10

Santa Cruz Metropolitan Transit District's overall goal for FY 2008 is to extend 1.38%~~Error! Not a valid link.~~ of its Federal financial assistance to Disadvantaged Business Enterprises in DOT-assisted contracts, excluding FTA funds used to purchase rolling stock. Santa Cruz Metropolitan Transit District expects to spend \$51,290 federal dollars with DBE vendors during the fiscal year.

Breakout of Estimated Race-Neutral and Race-Conscious Measures

The U.S. DOT Regulations require that the maximum feasible portion of the DBE overall annual goal be met by using race-neutral methods. Race neutral methods include efforts made to assure that bidding and contracting requirements facilitate participation by DBE's and other small businesses by unbundling large contracts to make them more accessible, encouraging prime contractors to subcontract portions of the work, and providing technical assistance, outreach and communications programs. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, or when a DBE is awarded a subcontract on a prime contract that does not carry a DBE goal.

METRO's FY 2008 DBE Goal includes only race neutral measures to achieve DBE participation.

Process

Each year, Santa Cruz Metropolitan Transit District staff reviews the previous year's DBE achievement and submits an overall goal for the upcoming year to the DOT.

METRO has published a notice of the proposed annual DBE goal to inform the public that the proposed goal and its rationale are available for inspection for 30 days following the date of the notice. METRO will accept comments on the goals for 45 days from the date of the notice. This notice will be published in the Santa Cruz Sentinel newspaper and in Passenger Transport. For FY 2008, public comments will be accepted through December 15, 2007. The goal and methodology will be available at the Main Branch of the Santa Cruz Public Library and during business hours at 370 Encinal Street, Suite 100, Santa Cruz, California.

METRO's annual goal submission to the Federal Transit Administration will include a summary of comments received during this public participation process and METRO's responses.

METRO will monitor DBE participation in procurement contracts beginning October 1.

Comments

Please direct comments on the Annual DBE Goals or the METRO DBE Program to:

Thomas Hiltner, Grants/Legislative Analyst
Santa Cruz Metropolitan Transit District
370 Encinal, Suite 100
Santa Cruz, CA 95060
831-426-6080
thiltner@scmtd.com

5-6.211

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 26, 2007
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION**

TEN YEARS

None

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

Adela P. Bates, Customer Service Representative

THIRTY YEARS

Arlette J. Abacherli, Bus Operator

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION OF
APPRECIATION FOR THE SERVICES OF
STEVEN A. PAULSON AS THE PARATRANSIT ADMINISTRATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Steven A. Paulson to serve in the position of Bus Operator initially, subsequently promoting him to the position of Paratransit Administrator.

WHEREAS, Steven A. Paulson served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of April 8, 1996 to December 28, 2007, and

WHEREAS, Steven A. Paulson provided the Santa Cruz Metropolitan Transit District with dedicated service, commitment, and leadership during the time of employment, and

WHEREAS, Steven A. Paulson served the Santa Cruz Metropolitan Transit District with distinction, especially through his leadership in establishing the ParaCruz Division, and

WHEREAS, the service provided to the citizens of Santa Cruz County by Steven A. Paulson resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Steven A. Paulson's service METRO, assumed direct operational responsibility for the ParaCruz Service, expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express Service and the Amtrak Connector Service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Steven A. Paulson.

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as the Paratransit Administrator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Steven A. Paulson for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

Be it further resolved, that a copy of this resolution be presented to Steven A. Paulson, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 26th day of October 2007 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

MARCELA TAVANTZIS
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 26, 2007
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: PUBLIC HEARING: CONSIDERATION OF SERVICE REVISIONS FOR WINTER 2007.

I. RECOMMENDED ACTION

Staff recommends Board consideration for approval of proposed service revisions for December 2007.

II. SUMMARY OF ISSUES

- Service to Paradise Park is discontinued due to low ridership and operational needs.
- Modification to first southbound Route 35 to restore connection to Highway 17.

III. DISCUSSION

Staff is proposing modest modifications to service for the Winter Bid. The changes are as follows:

A. Route 4 Harvey West – Eliminate Paradise Park Loop

For many years METRO has provided service to Paradise Park on Route 4. Currently, Paradise Park is served on six trips of the Route 4. Because a forty-foot bus is unable to turn around at Paradise Park the six trips of the Route 4 that serve Paradise Park are only operated with thirty-five foot buses. However, with IWC regulations in place it is critical that METRO maintain maximum efficiency with regard to the use of forty-foot buses to contain costs. Ideally, the Route 4 should be interlined with all bus types (except Highway 17) for maximum flexibility. By eliminating the Paradise Park loop the constraint of using only thirty-five foot buses on Route 4 will go away.

Information from bus operators is that this stop is rarely used. Staff has done a series of surveys to verify the operator information. After nine days of surveys ridership activity at Paradise Park is less than three per day. There are no ParaCruz impacts because Graham Hill Road (Route 31/32) is less than $\frac{3}{4}$ of a mile from Paradise Park. There are no costs or cost saving associated with this modification.

B. Route 35 Boulder Creek/Santa Cruz

When the Highway 17 schedule was modified for the Fall bid, a connection was broken with the first southbound Route 35. Since the change, several passengers now travel to Pasatiempo and cross over to the northbound side of Highway 17 to catch the next Highway 17 bus because it bypasses Scotts Valley. Staff proposes to move the departure of the first inbound Route 35 from Mountain Store earlier by ten minutes. The new departure will be at 5:43 AM. The cost for the modification is estimated at \$3,000 annually.

IV. FINANCIAL CONSIDERATIONS

The cost for these modifications is estimated at \$3,000 annually.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 12, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR CONSTRUCTION OF A BUS TURNAROUND AT CHINA GRADE AND HWY 236 WITH GRANITE CONSTRUCTION COMPANY

ACTION REQUESTED AT THE OCTOBER 12, 2007 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for construction of a bus turnaround at China Grade and Highway 236 with Granite Construction Company.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Two firms submitted bids for the District's review.
- District staff has reviewed all submitted bids.
- District staff is recommending that a contract be established with Granite Construction Company to provide construction of a bus turnaround at China Grade and Highway 236 .

III. DISCUSSION

The Santa Cruz Metropolitan Transit District (METRO) requested sealed bids for a fixed-price contract for the construction of a bus turnaround at China Grade and Highway 236. On August 24, 2007 District Invitation for Bid No. 08- 07 was mailed to eighteen firms and was legally advertised. On October 3, 2007, bids were received and opened from two firms. A list of firms and a summary of the bids received are provided in Attachment A. District staff has reviewed all submitted bids.

District staff is recommending that a contract be established with Granite Construction Company to provide construction of a bus turnaround at China Grade and Highway 236 for an amount not to exceed \$ 105,105. Contractor will provide all equipment and materials meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the FY08 Capital Improvement Program under Facilities Repair & Improvements

9.1

V. ATTACHMENTS

Attachment A: Summary of Bids Received

Attachment B: Contract with Granite Construction Company

Note: The IFB along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at www.scmtd.com

**SUMMARY OF BIDS RECEIVED FOR
DISTRICT IFB NO. 08-07 FOR CONSTRUCTION OF A BUS
TURNAROUND AT CHINA GRADE AND HIGHWAY 236**

- | | |
|---|--------------|
| 1. Granite Construction Company of Watsonville, California: | \$105,105.00 |
| 2. Earthworks Paving Contractors of Capitola California: | \$106,000.00 |

**CONTRACT FOR CONSTRUCTION OF BUS TURNAROUND
AT CHINA GRADE AND RELATED SITE WORK
No. 08-07**

THIS CONTRACT is made effective on October 22, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and **GRANITE CONSTRUCTION COMPANY** ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need for Construction of Bus Turnaround at China Grade and Related Site Work

METRO requires the construction of Bus Turnaround at China Grade and Related Site Work. In order to obtain said construction of Bus Turnaround at China Grade and Related Site Work, the METRO issued an Invitation for Bids, dated August 24, 2007 setting forth specifications for such construction of Bus Turnaround at China Grade and Related Site Work. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is Watsonville, California. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said construction of Bus Turnaround at China Grade and Related Site Work, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On October 12, 2007 METRO selected Contractor as the lowest responsive, responsible bidder to provide said construction of Bus Turnaround at China Grade and Related Site Work. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 08-07" dated August 24, 2007 including Addendum No. 1 dated August 24, 2007.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for Bus Turnaround at China Grade and Related Site Work as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed ninety (90) calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for 90 calendar days after the date of commencement specified in the Notice to Proceed. METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

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

4. SCOPE OF WORK

4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 08-07 dated August 24, 2007 for the construction of the a bus turnaround at China Grade and Highway 236. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

4.02

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

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$105,105 for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$105,105 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

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

5.03 Retention of progress payments

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

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the District promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the District allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.
- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
 1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or

3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
 1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the District that the services of foremen do not constitute a part of the overhead allowance.
 2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements.
 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
 1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the District. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

4. If, in the opinion of the District, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the District will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the District in the establishment of the rental rate.
 1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the District, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

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

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

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

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

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

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

5.04.03. Special Services

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

- A. When the District and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the District, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.

- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

5.04.04. Contractor’s Fee

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

Actual Necessary Cost	Overhead and Profit Allowance
Labor.....	33 percent
Materials	15 percent
Equipment.....	15 percent

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

5.04.05. Compensation for Time Extensions

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

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

5.05. Change of Contract Time

5.05.01. General

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

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

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately there from which impact a controlling item of work as determined by the District. Such delays shall include:
1. Changes.
 2. Failure of METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which METRO is responsible.
 3. Survey error by METRO.
 4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
 5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the proceeding 3-year period or as provided for in the Special Provisions.
 6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

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

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

5.06. Changed Site Conditions

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

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

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

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

5.07 Waivers and Releases

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

6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

METRO

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

CONTRACTOR

Granite Construction Company
P O Box 50085
Watsonville CA 95076
Attn: Patrick Anaris

7. ENTIRE AGREEMENT

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

8. AUTHORITY

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

Signed on _____

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—GRANITE CONSTRUCTION COMPANY

By _____
Jigisha Desai,
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Invitation for Bids (IFB) for Construction of
Bus Turnaround at China Grade**

District IFB No. 08-07

Date Issued: August 24, 2007

Bid Deadline: 2:00 p.m., October 3, 2007



Contents of this IFB

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

PART I
INSTRUCTIONS TO BIDDERS

1.01 THE PUBLIC WORK

- A. The Santa Cruz Metropolitan Transit District (METRO) is requesting sealed bids for a fixed-price contract for the construction of a bus turnaround at China Grade and Related Site Work. This public work shall include the furnishing of all supervision, labor, materials, freight, transportation, equipment, supplies, tools, services and other work as defined in the Invitation For Bid (IFB) No. 08-07 for this Project.
- B. This project involves the construction of a reinforced concrete slab over compacted base rock and sub grade to be used as a bus turnaround area at the intersection of China Grade Road and Highway 236. The work will also involve the removal and reconstruction of portions of Highway 236 and China Grade Road pavement sections, the installation of signage, re-striping Highway 236 in like kind, selective tree trimming and minor grading of a roadside swale and areas surrounding the turnout. Such other items or details, not mentioned above, which are required by the plans, Standard Specifications, or these special provisions shall be performed, placed, constructed or installed.
- C. By submitting a Bid, the Bidder warrants that it has read and understood the entire IFB including Part VI of the IFB and agrees to fulfill all the requirements including Part VI if selected as the contractor.

1.02 RESERVED

1.03 COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS

CONTENTS: This Invitation for Bids (IFB) includes the construction drawings. This IFB includes the following parts: (I) Instructions to Bidders, (II) Bid Form, (III) General Conditions of the Contract, (IV) Special Conditions of the Contract, (V) Contract, (VI) FTA Requirements for Construction Contracts, and (VII) Santa Cruz Metropolitan Transit District Protest Procedures. The construction drawings are identified separately. The Final Contract with the Successful Bidder will be in the form and substance of the Contract (Part V) included in the IFB.

- A. All contractual provisions required by DOT, as set forth in Part VI and FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms (Part VI) shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests, which would cause METRO or contractor to be in violation of the FTA terms and conditions.
- B. In the event of inconsistencies between requirements contained in different components of the contract documents, provisions in Part I, and III prevail over the remaining contract documents. In resolving other conflicting requirements among the Contract Documents, the order of precedence shall be as follows: 1. Change Orders, 2. Part V, 3. Addenda or Letters of Clarification, 4. Part IV of the Contract, 5. Drawings.
- C. The Bidder shall thoroughly examine and become familiar with all of the various parts of the contract documents and determine the nature and location of the work, the general and local conditions and all other matters, which can in any way affect the work under this contract. Failure to make an examination necessary for this determination shall not release the bidder from the obligations of this contract. No oral contract or conversation with any Director, officer, agent or employee of METRO, either before or after the execution of the contract, shall affect or modify any of the terms or obligations contained herein.

1.04 PRE-BID CONFERENCE AND JOB WALK

A pre-bid conference will be held on September 12, 2007 at 9:00 a.m. at the job site located at the intersection of Highway 236 and China Grade Road in the Big Basin area of Santa Cruz County.

- A. The pre-bid conference will consist of a discussion of the project requirements followed by a question and answer period. **Attendance at the pre-bid conference is strongly encouraged.**
- B. Questions regarding the IFB should be submitted in writing to the Purchasing Agent at 110 Vernon Street, Suite B, Santa Cruz, CA 95060 prior to the pre-bid meeting in order to allow METRO staff sufficient time to prepare responses. Written questions submitted prior to and questions raised at the pre-bid conference and job walk will be answered, if appropriate, by written addenda to the IFB. Upon posting or delivery, such addenda will become a part of the bid documents and binding on all eligible bidders.

1.05 QUESTIONS, CLARIFICATIONS AND IFB REVISIONS

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

Santa Cruz Metropolitan Transit District
110 Vernon Street, Suite B
Santa Cruz, CA 95060
Attn: Lloyd Longnecker, Purchasing Agent
E-mail: llongnecker@scmttd.com
Phone (831) 426-0199
FAX: (831) 469-1958

- B. METRO reserves the right to revise the IFB prior to the bid opening. Such revisions, if any, will be made by addenda to this IFB. Copies of such addenda will be furnished to all those who attend the Pre-Bid conference. If an addendum includes significant changes, the bid opening due date may be postponed by a number of days that the METRO considers appropriate for Bidders to revise their Bids. The announcement of a new date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than fifteen (15) calendar days prior to the bid opening. Bidders shall acknowledge receipt of all addenda to the IFB Documents in their Bid. Failure to acknowledge receipt of all addenda may render the bid non-responsive.

1.06 SPECIFICATIONS BY BRAND OR TRADE NAME

METRO does not intend in any manner to limit the bidding directly or indirectly by calling for a designated material, product, thing, or service by a specific brand or trade name. If a brand or trade name exists in the IFB, the words "or equal" are intended to follow so that bidders may furnish any equal material, product, thing, or service. A Bidder shall submit data substantiating a request for a substitution of "an equal item" by September 20, 2007. METRO will inform all bidders of the request in the final addendum and whether METRO accepts or rejects the requested substitution.

1.07 EXPENSES TO BE INCLUDED IN BID PRICE:

- A. Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into constructing Bus Turnaround at China Grade and Related Site Work under the IFB complete and ready

for immediate use by the METRO without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

- B. Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.25 % of the total bid price. Federal Excise Tax, from which the METRO is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder upon request.
- C. Samples of items, when required, must be furnished free of expense to the METRO and, if not destroyed by tests, may upon request, made at the time the samples are furnished, be returned at Bidder's expense.
- D. Should any unit price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity).
- E. Should any total price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).

If any one line item is left blank, and the above situations do not apply, no attempt will be made to reconcile the amounts. The bid in this case will be considered non-responsive.

1.08 INELIGIBLE PARTICIPANTS

Contractors or subcontractors who are ineligible from bidding on or performing public works contracts pursuant to California Labor Code §§1777.1 and/or 1777.7 and/or California Public Contract Code §6109 are prohibited from participating in this procurement. Bidders are prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on public projects pursuant to Labor Code §1777.1 and/or Labor Code §1777.7. Any Bidder or subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code §1771.1 and §1771.7 and/or Public Contract Code §6109 shall not bid on this Project and shall not be awarded the contract or any part thereof.

1.09 CONTRACTOR'S LICENSE REQUIRED

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

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

1.10 PREVAILING WAGE REQUIRED

Pursuant to Section 1773 of the California Labor Code, the general prevailing rate of wages for this Project has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Business and Transportation Agency, Department of Transportation Publication entitled General Prevailing Wage Rates, current edition, and may be accessed online at http://www.dir.ca.gov/DLSR/statistics_research.html#PWD or at METRO's Administration Offices located at 370 Encinal, Suite 100, Santa Cruz. The Contractor shall forfeit, as penalty to the METRO, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than

the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code. (See also federal law requirements in Part VI-FTA Requirements for Construction Contracts).

1.11 BID PREPARATION

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

- A. The bidder shall not delete, modify, or supplement the printed matter in the Bid Form or make substitutions. Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the Bidder.
- B. The Bidder shall execute and submit all FTA Certifications as described in item 1.12 below.
- C. The Bid Form and all accompanying documents shall be completed in ink or typed.
- D. The bidder shall sign the bid in the blank space provided. If bidder is the sole owner, the owner shall sign the bid with his/her full name, address and phone number. If bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation as follows: (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. If bidder is a partnership, the true name of the firm shall be set forth above; the names and addresses of all partners shall be given and a partner in the firm shall sign the bid authorized to sign contracts on behalf of the partnership. If the bidder is a joint venture, the bid shall be signed by each participating company, by officers, or other individuals who have the full and proper authorization to do so. If the bid is signed by an agent of the bidder, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with METRO prior to opening of bids, or must be submitted with the bid. If requested by METRO, the bidder shall promptly submit evidence satisfactory to METRO of the authority of the person signing the bid. If satisfactory evidence of authorization is not provided, the Bid will be rejected as irregular and unauthorized.

1.12 BID CONTENTS

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

- A. Completion and submittal of the Bid Form and the Bidder's Declarations and Statement of Understanding and that Bidder can meet the licensing requirements at the time of the award. (Bid Form Document 1)
- B. The Bidder shall provide sufficient information to demonstrate to METRO's satisfaction that the Bidder is responsible. Criteria used by the METRO to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed subcontractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. A brief description of the history and background of the firm, including a statement of the bidder's qualifications and experience in performing the type of work required for this project must be submitted by the Bidder. The Bidder shall complete and submit the Statement of Bidder's Qualifications, Experience, Financial viability and Ability and Project Capacity with the Bid Form. (Bid Form Document 2)
- C. Completed Non-Collusion Affidavit (Bid Form-Document 3)
- D. Completed Bidder's Bond or documentation in support of required Bidder's security. (Bid Form-Document 4)
- E. Completed Certification of Proposed Contractor Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (Bid Form- Document 5).

- F. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (Bid Form- Document 6).
- G. Disclosure of Governmental positions (Bid Form-Documnt 7).
- H. A statement listing each subcontractor who will perform work in excess of one-half percent of the total bid proposed for the project. Completion and submittal of Designation of Subcontractors. (Bid Form-Documnt 8)
- I. Completed Buy America Certificate (Bid Form- Document 9)
- J. Completed Certification Regarding Lobbying (Bid Form-Documnt 10)
- K. Completed Disadvantaged Business Enterprise (DBE) Certificate (Bid Form-Documnt 11)
- L. Completed Statement of Compliance (Bid Form-Documnt 12)
- M. Apprenticeship Employment Certification (Bid Form-Documnt 13)
- N. Completed Workers' Compensation Certification (Bid Form-Documnt 14)
- O. Completed Conflict of Interest Statement (Bid Form-Documnt 15).

1.13 BID SUBMISSION

- A. To be considered, one (1) original of the bid must be received by **2 p.m. Pacific Standard time on October 3, 2007** at the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California 95060, Attn: Lloyd Longnecker, Purchasing Agent. **Bids received after the deadline or delivered to a different location will be returned, unopened.**
- B. Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted. All portions of the Bid are to be completed before the Bid is submitted. Failure to do so may result in the bid being rejected as non-responsive.**
- C. All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the METRO's competitive bidding requirements and may render void any Contract let under such circumstances.
- D. Any Bid submitted shall remain valid for a period of sixty (60) days from the date of the Bid Opening. However, the successful Contractor shall have no rights to the contract until the Contract has been fully executed by the METRO and a Notice to Proceed has been issued to the Contractor.

1.14 PUBLIC OPENING OF BIDS

Bids will be publicly opened and each bidder's price shall be read aloud on October 3, 2007, at 2:30 p.m. or as soon thereafter as possible, at 110 Vernon Street, Suite B, Santa Cruz, California. Bidders, their authorized representatives and others interested are invited to be present. The remaining content of the bids shall not be made public until after the award is made by METRO's Board of Directors.

1.15 RECEIPT OF SINGLE BID BY METRO

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

1.16 DISQUALIFICATION OF BIDDERS

- A. More than one bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested as a principal in more than one bid for the work contemplated, may cause the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all bids may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local project because of a violation of law or a safety regulation.
- B. Pursuant to California Public Contract Code Section 7106, a bidder shall execute and submit with its bid, a duly notarized "Affidavit of Non-Collusion" on the form included in the IFB. Upon execution of the Affidavit, the bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- C. If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to METRO for all loss or damage which METRO may suffer thereby and the Board of Directors may advertise for a new contract for construction of the Project.

1.17 WITHDRAWAL OF BIDS

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

1.18 METRO RIGHTS

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

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

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

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

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

1.19 RELIEF OF BIDDERS

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

1.20 PROTEST PROCEDURES

A. Protest before Bid Opening

Bid protests based upon the content of the IFB, restrictive specifications or alleged improprieties in the bidding procedure shall be filed in writing with the Purchasing Agent, ten (10) calendar days prior to the bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

A bidder (or other interested party as defined under METRO's Protest Procedures) may file a protest with METRO alleging a violation of applicable federal or state law and/or METRO policy or procedure relative to the seeking, evaluating and/or awarding of the contract. Such protest must be filed no later than five (5) calendar days after the METRO's staffs' recommendation and Notice of Intent to award is issued to the bidders.

C. Protest Procedures Available

Copies of METRO's Procurement Protest Procedures are part of the IFB (Part VII). **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN METRO'S WRITTEN PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

1.21 RESERVED

1.22 RESERVED

1.23 PROHIBITED INTERESTS

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

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

1.24 GRATUITIES

- A. It is improper for any METRO officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the METRO's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a METRO officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.
- B. A Bidder shall immediately report any attempt by a METRO officer, employee or agent to solicit such improper consideration. The report shall be made to METRO's Purchasing Agent at 831-426-0199. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.
- C. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.25 REQUIRED CERTIFICATIONS

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

1.26 SUBCONTRACTING

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

1.27 BOND REQUIREMENTS

A. Bidders Security

- 1. All bids must be accompanied by bidder security in an amount not less than ten percent (10%) of the Total Contract Price, payable to METRO. The Bidder's Security must be in the form of cash, a cashier's check, a certified check, or a Bidder's Bond or a combination thereof. If a Bidder's Bond is furnished, it must conform to the form enclosed in the IFB. (Bid Form, Part II)

2. Documents and the surety thereon must be a fully qualified surety company acceptable to METRO, listed as a company possessing the authority to issue surety bonds in the State of California. Bidder's securities will be held until the Contract has been fully executed, after which all Bidders' securities, except any Bidders securities which have been forfeited, will be returned to the respective Bidders as soon as practicable but in no event beyond sixty days from the award of the contract.

B. Payment Bond

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

C. Performance Bond

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

1.28 AWARD OF CONTRACT

- A. METRO will make an award to the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB. Any such award will be made pursuant to a Notice of Award signed by METRO within 60 days after bid opening. If the lowest responsive, responsible Bidder refuses or fails to execute the contract, METRO may award the contract to the next lowest responsive, responsible Bidder or solicit new bids.
- B. The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
- C. METRO will select the lowest responsible bidder based on a determination of (1) which bidder is the lowest monetary bidder on the Base Bid; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible.
- D. The lowest monetary bidder shall be determined based on the total unit price amounts (Base Bid).
- E. A bid will be determined to be responsive if it does what the bidding instructions demand and all required documentation is provided. The following factors will be evaluated:

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

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

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

1.29 EXECUTION OF CONTRACT

The bidder to whom an award is made shall execute the contract and furnish the required proof of Insurance and payment and performance bonds within ten (10) working days after receipt of Notice of Award. All required documents shall be returned to the Purchasing Agent, 110 Vernon Street, Suite B, Santa Cruz, California 95060.

1.30 USE OF CONSULTANTS

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

1.31 PUBLIC RECORDS ACT

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as “Trade Secret”, “Confidential” or “Proprietary”. METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to METRO marked “Trade Secret”, “Confidential”, or “Proprietary”. However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information.
- C. Under no circumstances, will METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold METRO harmless from all costs and expenses, including attorney’s fees, in connection with such actions.

1.32 DISADVANTAGED BUSINESS ENTERPRISES

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Finance Assistance Program. A contract goal of 2 % DBE participation has been established for this procurement.
- B. Bidders are required to document sufficient DBE participation to meet METRO’s established contract goal or, alternatively, document adequate good faith efforts to do so as provided for in 49 CFR 26.53.

Award of this contract is conditioned on submission of the following documentation concurrent with and accompanying the sealed bid:

1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder's commitment to use a DBE whose participation it submits to meet the goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the Bidder/Contractor's commitment;
 6. If the contract goal is not met, evidence of good faith efforts to do so.
- D. For a listing of Certified Disadvantaged Business Enterprise (DBE) firms, please go to the State of California, Caltrans website address: <http://www.dot.ca.gov/ucpquery/index2.jsp> This site will provide access to the State's Unified Certification Program for DBE listings that are updated daily.

1.33 PERMITS

Metro has obtained a encroachment permit from the State of California Department of Transportation for this project.

II. BID FORM
Document 1

FOR: **Construction of the Bus Turnaround at China Grade and Related Site Work**

BID TO: Santa Cruz Metropolitan Transit District
Attention: Lloyd Longnecker, Purchasing Agent
110 Vernon Street, Suite B
Santa Cruz, CA 95060

BID FROM:

(Print Name of firm submitting Proposal)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email address)

Bidder's Declarations and Statement of Understanding

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

II. BID FORM
Document 1

METRO for the construction of a bus turnaround at China Grade and Highway 236, having carefully and fully examined the sites of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the IFB, and to complete all requirements of the IFB for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid submission deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) working days after receipt of notice of award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items to the Purchasing Agent at 110 Vernon Street, Suite B, Santa Cruz, California 95060. If awarded the Contract, the bidder agrees to complete the project within 90 calendar days after the date of the commencement specified in the Notice to Proceed.

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

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

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

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

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

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

BIDDER IS A: (circle one)

Corporation Partnership Individual Joint Venture Other _____

Federal Tax Number: _____

Business License Number: _____

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

When were you organized? _____

If a Corporation, where incorporated? _____

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

State the date bidder first began business _____

**II. BID FORM
Document 1**

State any other names that bidder has used or done business under in the past five (5) years.

NAMES AND TITLES OF KEY MEMBERS OF FIRM: _____

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

NAME OF PRESIDENT IF A CORPORATION: _____

NAME OF SECRETARY IF A CORPORATION: _____

STATE OF INCORPORATION: _____

CALIFORNIA CONTRACTOR'S LICENSE(S):

Contractor warrants that it either has the required license as indicated or will possess the required license at the time of the award.

Name of License(s):

Classification(s)	Number	Expiration Date
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(For Joint Ventures, list license or licenses for all Joint Venture partners.)

CORPORATE SEAL:

Identification of contact person during IFB process:

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

II. BID FORM
Document 1

Acceptance of Terms:

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

NAME OF BIDDER'S FIRM:

Address: _____

By: _____
(Signature)

(Print)

By: _____
(Signature)

(Print)

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

BID FORM – DOCUMENT 2

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

(Use Additional Sheets if necessary)

This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package or no later than 10:00 am on December 15, 2005. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.

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

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

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

BID FORM – DOCUMENT 2

11. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience.):
 - a. The General Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least **two (2) public works** projects in the State of California of similar scope, size, and complexity of this project.

BID FORM – DOCUMENT 2

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

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

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

Dated: _____

Bidder: _____
(Company's Name)

By: _____
(Signature)

(Printed name of signor)

(Title of signor)

BID FORM – DOCUMENT 3
NON-COLLUSION AFFIDAVIT

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

(Name)

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

(Title)

of _____,
(Company Name)

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

Signature

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted a Bid No. 08-07 for certain construction specifically described as follows,
which is to be opened on October 3, 2007 for Labor and materials to construct a bus turnaround at China Grade and
Highway 236 located in Santa Cruz, CA.

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

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

California law shall govern the interpretation of this bond.

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

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

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of Bidders Bond.]

BID FORM – DOCUMENT 5

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

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

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

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Signature and Title of Authorized Official

BID FORM – DOCUMENT 6

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

(Subcontractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

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

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Signature and Title of Authorized Official

**BUY AMERICA CERTIFICATE
BID FORM – DOCUMENT 9**

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

BID FORM – DOCUMENT 10
CERTIFICATION REGARDING LOBBYING

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person or making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____ Signature of Contractor’s Authorized Official

_____ Name and Title of Contractor’s Authorized Official

_____ Date

**BID FORM – DOCUMENT 10
CERTIFICATION REGARDING LOBBYING**

DISCLOSURE FORM TO REPORT LOBBYING ACTIVITES

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

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

**BID FORM – DOCUMENT 10
CERTIFICATION REGARDING LOBBYING**

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

**BID FORM – DOCUMENT 11
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION**

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _

1. PRIME CONTRACTOR

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

Certification No. _____ Expiration Date _____

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

Application Date _____ Status of application _____

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

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

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

If not already registered, sub-contractors should access the following web site: [http://www.dot.ca.gov/hq/bep/Roster of Certifying Agencies 09-16-03.doc](http://www.dot.ca.gov/hq/bep/Roster_of_Certifying_Agencies_09-16-03.doc) for a list of DBE certifying government agencies to contact for information on how to become a certified DBE business. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

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

Prime Signature

Date

(Position/Title)

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

(Company Name)

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

I, _____
(Name of Official)

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

(Date)

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

under the laws of the State of California.

(Signature)

(Print)

(Title)

BID FORM – DOCUMENT 13
APPRENTICESHIP EMPLOYMENT CERTIFICATION

APPRENTICESHIP

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

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to October 3, 2007 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

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

APPRENTICESHIP EMPLOYMENT CERTIFICATION

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

Contractor: _____
By: _____
Date: _____
Title: _____

BID FORM – DOCUMENT 14
WORKERS' COMPENSATION CERTIFICATION

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

Contractor: _____
By: _____
Date: _____
Title: _____

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

The Bidder certifies that:

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

Executed on _____, 20____, at _____, _____
(Date) (City) (State)

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

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

CONFLICT OF INTEREST CHECKLIST

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

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

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

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

-
- Dates of Employment/consulting contract:

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

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

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

-
- Last date of employment or consultant contract:

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

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

- Name(s) of Board Members:

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

-
- Percentage of ownership of company shares:

BID FORM – DOCUMENT 15
CONFLICT OF INTEREST STATEMENT

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

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

- Name(s) of each former employee:
-

- All titles of each former employee:
-

- Description of job duties:
-

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

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

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

- Name of Board Member receiving the gift:
-

- Value of the gift:
-

- Description of the gift:
-

- Date the gift was delivered:
-

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

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

- Name of Board Member receiving the contribution:
-

- Name of Board Member receiving contribution:
-

- Amount of the contribution:
-

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

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

-
- Date the contribution was delivered:

-
- To whom was the contribution delivered:
-

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

Executed on _____, 20__, at _____, _____
(Date) (City) (State)

Typewritten or Printed Name

Signature of Authorized Official

Title

PART III

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the METRO has or may acquire an interest.

2.02 Termination for Default

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract. Contractor shall insure that each subcontractor working on the Project also has the requisite skill, experience, financial ability, overall expertise, resources and appropriate licenses as necessary so as to be able to perform the work required by the Contract.

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. METRO shall neither have nor exercise control or direction over the methods and means of all portions of the Work performed by Contractor (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of METRO is to ensure that such services are performed and rendered in a competent and cost effective manner. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the METRO will be relying upon such professional quality, accuracy, completeness, and coordination in the performance of the Work by Contractor.

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

- (6) Contractor agrees to provide METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.

8. RESERVED

9. NO DISCRIMINATION

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

11.02 Prompt Payment of Withheld Funds to Subcontractors

The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on METRO Liability

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

13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract, while on METRO premises or distribute same to METRO employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

Contractor, its employees, subcontractors and agents shall not smoke on METRO premises, while performing the work required, or in a METRO vehicle.

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

13.20 Unfair Business Practice Claims

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

13.21 Nondiscrimination

During the performance of this contract, Contractor and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated hereunder (Cal. Admin. Code, Title 2, Section 7285.0 et seq.). the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and are made a part hereof as if set forth in full. Contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

PART IV
SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, construct the Bus Turnaround at China Grade and Related Site Work in accordance with the "Specifications" section of the Invitation for Bids, dated August 24, 2007.

2. DEFINITIONS

2.01 General

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

2.01.01 ACCEPTANCE DATE - The date on which Bus Turnaround at China Grade and Related Site Work is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the METRO.

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

2.01.03 CONTRACTOR – The entity entering into a contract/agreement and synonymous with Bidder.

2.01.04 DAYS - Calendar Days unless specifically noted otherwise

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

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

3. LIQUIDATED DAMAGES

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

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

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

4. STATE CONTRACT PROVISIONS

- 4.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any of its employees or applicants for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that its applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State of California setting forth the provisions of this section. Contractor must include this language in each of its subcontracts.
- 4.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 4.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to METRO under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.
- 4.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 4.05 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of METRO's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.
- 4.06 Contractor must maintain certified payroll records in compliance with Labor Code §1776. At a minimum, the certified payroll records must show the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each worker. The Contractor and each of Contractor's subcontractors must certify the accuracy of the records and must make the records available for inspection at all reasonable hours. The public may inspect the records but only after the worker's name, address and social security number are removed.

5. RESERVED

6. NOTICE TO PROCEED

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

7. DIFFERING SITE CONDITIONS

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

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

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

8. PERMITS AND LICENSES

- 8.01 To the extent permit and licensing requirements are applicable, the contractor shall procure all permits and licenses not procured by METRO and required by the project, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. As a matter of bidder responsibility, bidders shall be properly licensed in accordance with the laws of the State of California at the time of contract execution.
- 8.02 Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814. (Business and Professions Code Section 7030). Any bidder or contractor not licensed in accordance with the laws of the State of California is subject to the penalties imposed by such laws.
- 8.03 Approvals and certificates of inspection for the work shall be submitted to METRO at the completion of the project, prior to final payment.

9. CODES, REGULATIONS AND LAWS

- 9.01 All work performed under these Specifications shall be in strict accordance with all Federal, State, and Local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over this work.
- 9.02 The bidder shall inform METRO of all discrepancies that are observed between these codes, laws, ordinances, and regulations, and the specifications and drawings pertaining to this work, in writing, prior to bid. The bidder shall include in his bid price, any labor, materials, service, apparatus, and drawings necessary to be performed in order to comply with all these codes, laws, ordinances, and regulations as if therein specified or shown.
- 9.03 All materials and supplies furnished pursuant to the specifications shall be in compliance with all

federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by METRO, provide certification and evidence of such compliance.

10. INTERFERENCE WITH BUSINESS OPERATIONS

Contractor shall not interfere with normal operation of METRO's facilities or equipment or the work of any other contractors. When the contractor anticipates unavoidable interference, it shall notify METRO in advance. METRO will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. METRO shall have final determination of the priorities in case of conflicts with operations of others. Contractor shall not operate any of METRO's equipment or systems or those of any other contractor or subcontractor except at the direction and under the immediate supervision of METRO.

11. USE OF PREMISES

- 11.01 Work shall be scheduled in such a manner as to minimize disruption of on-going work and activities of METRO's employees and contractors. The Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft.
- 11.02 Work to be completed during regular working hours Monday through Friday from 7 a.m. to 5 p.m. The Project Manager must authorize work after-hours or on weekends. Contractor to comply with the City of Santa Cruz noise ordinance.
- 11.03 The Contractor shall not allow debris or waste materials to accumulate; regular periodic removals shall be made to keep premises and buildings in orderly appearance during the performance of work.
- 11.04 Contractor, after completion of the work and prior to final inspection and acceptance by METRO, shall thoroughly clean all work areas from dirt, stains, soiling, or defacement of any kind.
- 11.05 METRO shall designate specific areas and times for delivery and unloading of construction materials and equipment. The Contractor shall not park vehicles or equipment, or unload materials, at any area other than designated areas without the prior approval of METRO.

12. SAFETY OF PERSONNEL ON THE JOB SITE

- 12.01 The Contractor shall provide, erect, and maintain all such temporary work as may be required for the protection of the public and those employed on or about the property, including temporary fences, sidewalks, trench plates, guard rails around openings, barricades, and temporary lighting.
- 12.02 METRO must receive a written incident report for any serious accidents or unsafe conditions that exist for the project.
- 12.03 The Contractor is responsible for its employee safety and training requirements mandated by Cal-OSHA including but not limited to the following; Lock out-Tag out, Right to Know (M.S.D.S.), Hazard Communication Plan, Personal Protective Equipment (P.P.E), Confined Spaces, and shoring of open trenches.

13. DEMOLITION

- 13.01 The contractor is responsible for demolition, removal, and proper disposal of existing materials. After the project is complete all construction debris shall be removed from the site. The waste disposal shall be in compliance with the Waste Reduction and Recycling Plan (WRRP) of City of Santa Cruz and the County of Santa Cruz. Contractor is also responsible for completing and submitting the Construction and Demolition Debris Recycling Report to the appropriate building inspector. To view this plan go to: <http://www.ci.santa-cruz.ca.us/pw/operationsrr.html>
- 13.02 Contractor shall be solely responsible for all safety, dust and noise control for work completed under this heading.

14. CONTRACTOR PERSONNEL

The Contractor shall designate, in writing before starting work, a qualified, responsive, and responsible Project Superintendent who shall have complete authority to represent and act for the Contractor. Said authorized representative of the Contractor shall normally be present at the site of the work at all times while work is actually in progress on the Contract to coordinate all construction activities with the key persons in charge of METRO's facilities to ensure as few interruptions as possible. This contractor's Project Superintendent must have experience in construction of this type and other similar projects.

During any period when work is suspended, arrangements acceptable to the District shall be made for any emergency work that may be required.

Whenever the Contractor or an authorized representative is not present on any part of the work where it may be desired to give direction, orders will be given by the District, which shall be received and obeyed by the superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by the District, not otherwise required by the Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the District in writing.

The Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

Any subcontractor, or person employed by the Contractor or subcontractor, who fails or refuses to carry out the directions of the Engineer, or appears to the Engineer to be incompetent or to act in a disorderly or improper manner, shall be removed from the work immediately on the written request of the Engineer, and such person shall not again be employed on the work.

15. FILING OF PLANS

Contractor shall be responsible for filing all necessary drawings and plans with other Government and private authorities with jurisdiction, such as utility companies, if their approval is required and/or as otherwise directed by METRO.

16. RESOLUTION OF CLAIMS

16.01 Claims Exceeding \$375,000

16.01.01 In case any disagreement, difference, or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Contract or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, and if the value exceeds \$375,000 then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the provisions of Section 1282, et seq. of the California Code of Civil Procedure except CCP §1283.05(e). Any arbitrator appointed or selected shall be experienced in construction law.

16.01.02 Any award made by the Arbitrator(s) shall be final, binding, and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid, as the Arbitrator(s) shall, by their award, direct.

16.01.03 The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to disputes arising under the contract; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and in the manner permitted by law.

16.02 Claims up to \$375,000

Claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims subject to these statutory provisions, the following procedures apply:

16.02.01 Claims under \$50,000

For claims of fifty thousand dollars (\$50,000) or less, METRO shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims METRO may have against the contractor.

16.02.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of METRO and the contractor.

16.02.03 METRO's written response to the claim, as further documented, shall be submitted to the contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the contractor in producing the additional information, whichever is greater.

16.03 Claims over \$50,000

16.03.01 For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), METRO shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims METRO may have against the Contractor.

16.03.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of METRO and the Contractor.

16.03.03 METRO's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

16.03.04 If the Contractor disputes METRO's written response, or METRO fails to respond within the time prescribed, the Contractor may so notify METRO, in writing, either within fifteen (15) days of receipt of METRO's response or within fifteen (15) days of METRO's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, METRO shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

16.03.05 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits their written claim until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

16.04 This section does not apply to tort claims nor shall it be construed to change the time periods for filing tort claims under the California Government Code.

16.05 Public Contract Code Section 20104.4, which is incorporated herein as if fully set forth, establishes procedures for civil actions filed to resolve claims subject to this section and are mandatory for all claims up to \$375,000.00. These procedures include mandatory submission of the matter to non-binding mediation followed, if necessary, by mandatory submission to judicial arbitration.

16.06 Continuance of Work

Disagreement by the Contractor with METRO's determination of the need for, or amount of, an adjustment in the contract price or contract time associated with an approved

Contract Change Order (or disagreement with METRO's determination that a change has not occurred and no Contract Change Order is needed), or the pendency of a dispute over a condition or term of the contract shall not relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change as described in the approved Contract Change Order, unless a cessation of work is ordered by METRO.

17. RESERVED

18. PRESERVATION AND CLEANING

The contractor shall clean up the work area at frequent intervals and at other times when directed by METRO. Before final inspection of the work, the contractor shall clean the project site, and surrounding areas impacted by the work. All parts of the work area shall be left in a neat and presentable condition. Final cleaning shall include washing, dusting and sweeping, as needed. Final cleanup will be considered as included in the contract price.

19. COMPLETION OF WORK

When the contractor considers the work to be complete, the contractor shall notify METRO in writing and request that METRO issues a Certificate of Completion. METRO shall make an inspection to determine if the work is complete in accordance with the contract documents. If METRO does not consider the work complete, METRO shall notify the contractor in writing stating the reasons thereof. METRO shall convene a meeting to discuss the findings and the parties shall reach a mutual agreement on the resolution of the outstanding issues and a time frame in which corrective action will be taken to complete the work.

20. FAILURE TO MEET CONTRACT REQUIREMENTS

When the contractor fails to meet requirements of the contract, the product or service may be bought from any source by METRO; and, if a greater price than that named in the contract is paid by METRO, the excess price will be charged and collected from the contractor or sureties on its bond.

21. RISK OF LOSS OR DAMAGE

All loss or damage arising from any unforeseen obstruction or difficulty, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of supplies, material, or equipment, or from any action of the elements prior to the delivery of the work, supplies, materials or equipment, or from any act or omission not authorized by under the contract, shall be sustained by the contractor.

22. FINAL APPROVAL

22.01 Upon written notification by the Contractor that his work is completed and ready for acceptance, inspections and tests shall be performed by the Contractor as directed by, and in the presence of METRO's Representative.

22.02 Contractor shall furnish METRO with certificates of approval and any manufacturer warranties with the application for final payment.

22.03 All pre-final and final punch list items must be completed.

22.04 The following performance evaluation shall be performed by METRO:

22.04.01 Verification of materials to be used.

22.04.02 Verification of proper construction procedures.

22.04.03 Verify proper construction.

22.04.04 Copies of all Lien Releases or Waivers from all Sub-Contractors.

23. WARRANTY

Workmanship of Contractor and/or Sub-Contractors shall be warranted free of defects in materials and workmanship for one (1) year from the date of final acceptance by METRO.

24. SHIPPING CHARGES

All prices shall include freight FOB to the designated delivery point. METRO will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

25. TAXES

The supplies, materials, or equipment called for under the specifications will be used by METRO in the performance of a governmental function and are exempt from taxation by the United States Government. METRO will, if requested, furnish a tax exemption certificate, and any and all affidavits and documents that may be necessary to establish such exemption.

PART V

CONTRACT FOR CONSTRUCTION OF BUS TURNAROUND AT CHINA GRADE AND RELATED SITE WORK No. 08-07

THIS CONTRACT is made effective on _____, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and _____ ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need for Construction of Bus Turnaround at China Grade and Related Site Work

METRO requires the construction of Bus Turnaround at China Grade and Related Site Work. In order to obtain said construction of Bus Turnaround at China Grade and Related Site Work, the METRO issued an Invitation for Bids, dated August 24, 2007, setting forth specifications for such construction of Bus Turnaround at China Grade and Related Site Work. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is _____. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said construction of Bus Turnaround at China Grade and Related Site Work, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On _____, METRO selected Contractor as the lowest responsive, responsible bidder to provide said construction of Bus Turnaround at China Grade and Related Site Work. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 08-07" dated August 24, 2007 (3 volumes).

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for the construction of the MetroBase Project, Phase 1 as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed 365 calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for 365 calendar days after the date of commencement specified in the Notice to Proceed. METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

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

4. SCOPE OF WORK

4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 08-07 dated August 24, 2007 for the construction of the a bus turnaround at China Grade and Highway 236. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

4.02

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

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor _____ as identified in the

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

5.02 Release of Claims

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

5.03 Retention of progress payments

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

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the District promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the District allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.
- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
 1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
 3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except

as otherwise may be agreed to in writing by METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.

- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the District that the services of foremen do not constitute a part of the overhead allowance.
 2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements.
 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the District. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 4. If, in the opinion of the District, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to

METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the District will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the District in the establishment of the rental rate.

1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the District, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

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

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

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

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.

2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the District Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

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

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

5.04.03. Special Services

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

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

5.04.04. Contractor's Fee

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

Actual Necessary Cost

Overhead and Profit Allowance

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

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

5.04.05. Compensation for Time Extensions

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

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

5.05. Change of Contract Time

5.05.01. General

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

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

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the District. Such delays shall include:

1. Changes.

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

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

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

5.06. Changed Site Conditions

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

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

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

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

5.07 Waivers and Releases

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

6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

METRO

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

Attention: General Manager

CONTRACTOR

Attention: _____

7. ENTIRE AGREEMENT

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

8. AUTHORITY

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

Signed on _____

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SAMPLE
CONTRACT

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
Called the Principal, and _____, a corporation duly organized under the laws of
the State of _____
Having its principal place of business at _____
In the State of _____, and authorized to do business in the State of California, herein called Surety,
are held and firmly bound unto the Santa Cruz Metropolitan Transit District hereinafter called "METRO",
"DISTRICT", or "Obligee" in the sum of _____
_____ (\$ _____) being not less than ONE HUNDRED PERCENT (100%) of
the total amount of the Contract price, lawful money of the United States of America, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for the construction of a bus turnaround at
China Grade and Highway 236 and said Principal is required under the terms of said Contract to furnish a bond
securing payment of claims to which reference is made in Section 3248 of the California Civil Code.

NOW, THEREFORE, if said Principal or any of its subcontractors fails to pay any of the persons named in Section
3181 of the California Civil Code, or the amounts due under the California Unemployment Insurance Code with
respect to work performed under the Contract, or any amounts required to be deducted, withheld and paid over to the
California Employment Development Department from the wages of the Contractor and subcontractors pursuant to
Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, the Surety will
pay same, in the amount not exceeding the sum specified in this bond, and will also pay, in case suit is brought upon
this bond, a reasonable attorney's fee, to such claimant and to the Obligee to be fixed by the court.

This bond will inure to the benefit of any persons named in Section 3181 of the California Civil Code so as to give a
right of action to such persons or to their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 through 3252 inclusive of the California Civil Code and shall inure
to the benefit of any and all persons, companies and corporations named in Section 3181 of said _____ so as to
give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or
addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying
the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change,
extension of time, alteration, or addition to the terms of the Contract, or to the work or to the special provisions.
Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this _____
day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

PRINCIPAL

BY

PRINCIPAL SEAL

(Seal)

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS, the Santa Cruz Metropolitan Transit District, herein called the "DISTRICT" or "METRO" or "Obligee" has entered into Contract No.08-07 with _____ called Principal for the construction of the Bus Turnaround at China Grade and Related Site Work, and;

WHEREAS, said Principal is required under the terms of Contract No.08-07 to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound to METRO, in the penal sum of _____ (\$ _____) lawful money of the United States of America, well and truly to be made being one hundred percent (100%) of the contract amount, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded Principal; its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alteration thereof, made as provided in the Contract, on its part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. And the said surety, for value received, hereby stipulates and agrees to waive the provisions of the **California Civil Code Sections 2819 and 2845.**

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of _____ (\$ _____) being not less than FIFTY PERCENT (50%) of the total amount payable to METRO, under this Contract, shall hold good for a period of three (3) years after the completion and acceptance of said work, during which time if the Principal, or its heirs, executors, administrators, successors, or assigns makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects METRO from cost and damage caused by same, then the obligation in the sum of _____ (\$ _____) shall become null and void, otherwise it shall remain in full force and virtue.

In the event that METRO, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum specified herein above, we agree to pay to METRO, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

California law shall govern the interpretation of this bond.

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

FAITHFUL PERFORMANCE BOND

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATE

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of performance Bond.]

PART VI

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR CONSTRUCTION CONTRACTS

1.01 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A METRO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to METRO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.02 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.
- C The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.03 ACCESS TO RECORDS AND REPORTS

- A. In accordance with 49 C.F.R. 18.36(i), Contractor agrees to provide METRO, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representative including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 531.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

1.04 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between METRO and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1.05 CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor and Subcontractor agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor and Subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.06 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. METRO, having received federal financial assistance from the FTA is committed to and has adopted a DBE Program in accordance with 49 C.F.R. part 26, issued by U.S.DOT.

It is the policy of METRO to insure nondiscrimination in the award and administration of U.S DOT assisted contracts and to create a level playing field on which the Disadvantaged Business Enterprises (DBE) can compete fairly for the contracts and Subcontracts relating to METRO's construction, procurement, and professional services activities. To this end, METRO has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the performance of this Contract, the Contractor will cooperate with METRO in meeting these commitments and objectives.

- B. Pursuant to 49 C.F.R. § 26.13, the Contractor is required to make the following assurance in this Contract with METRO and to include this assurance in any Contracts it makes with Subcontractors in the performance of this Contract:
1. The Contractor and each of its Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT. -assisted Contracts. Failure by the Contractor or Subcontractor to carry out these Requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as METRO deems appropriate.
 2. Additionally, all of the requirements described in the DBE Program shall be met. A Contract that has a specific DBE participation goal will be described in the Special Conditions.
 3. Any Contractor who would like to request additional information or ask questions regarding METRO's DBE program may contact METRO's DBE Representative through the Contract Specialist.
- C. DBE Program Definitions, as used in the contract:

Any terms used in this Program that are defined in 49 C.F.R. § 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below:

1. Disadvantaged Business Enterprise DBE

A DBE is a for profit, small business concern; 1) that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. Small Business Concern

A small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 C.F.R. Part 121), whose average annual gross receipts for the previous three (3) years does not exceed \$16.6 million (or as adjusted for inflation by the Secretary of U.S. DOT) pursuant to 49 C.F.R. § 26.65(b).

3. Socially and Economically Disadvantaged Individuals

a. There is a rebuttable presumption that an individual is both socially and economically disadvantaged if s/he is a citizen or lawfully admitted permanent resident of the United States and is:

Black American (including persons having origins in any of the Black racial groups of Africa);

Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);

Native American (including persons who are Aleuts, American Indians, Eskimos, or Native Hawaiians); Asian-Pacific American (including persons whose origins are from Brunei, Burma (Myanmar), Cambodia (Kampuchea), China, the Commonwealth of the Northern Marianas Islands, the Federated States of Micronesia, Fiji, Guam, Hong Kong, Indonesia, Japan, Juvalu, Kirbati, Korea, Laos, Macao, Malaysia, Nauru, the Philippines, Samoa, Taiwan, Thailand, Tonga, the U.S. Trust Territories of the Pacific Islands (Republic of Pilau), or Vietnam; Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);

A Woman; or

A member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.

b. Additionally, any individual can demonstrate, by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis. METRO will follow the guidelines in 49 C.F.R. Part 26, Appendix E.

- c. An individual cannot be presumed or determined on a case-by-case basis to be economically disadvantaged if s/he has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence).
 - i. Race-Neutral
A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes ethnic and gender neutrality.
 - ii. Race-Conscious
A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.
 - iii. Personal Net Worth
The net value of the assets of an individual remaining after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participating DBE firm, or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her share of community property.

1.07 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Instructions for Certification

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, METRO may pursue available remedies, including suspension and/or debarment, and/or contract termination.
- B. The Contractor shall provide immediate written notice to METRO if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact METRO for assistance in obtaining a copy of those regulations.
- D. The Contractor agrees that by executing this Contract that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by METRO.
- E. The Contractor further agrees by executing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the Non- procurement List issued by U.S. General Service Administration.

- G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. If a Contractor in a covered by this Contract knowingly enters into a lower tier covered Contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract , in addition to all remedies available to the Federal Government, METRO may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction."

- (1) The Contractor certifies, by execution of this Contract, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the Contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

1.08 BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to METRO the appropriate Buy America Certification, Bid Form – Document 10, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

1.09 LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to METRO.

1.10 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, as amended 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.11 CLEAN WATER REQUIREMENTS

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.12 DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

- A. Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- B. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
 - 1. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - 2. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
6. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (a) Withholding –METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, METRO may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (b) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
7. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to METRO for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (a) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
8. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

9. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - (a) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
 - (b) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
10. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the

trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (a) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- B. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- C. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- D. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- E. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- F. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- G. Certification of eligibility –
 - 1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

1.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages - METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- F. Section 107 (OSHA):- Contract Work Hours and Safety Standards Act –
 - 1. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees

that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

2. Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

1.14 SEISMIC SAFETY REQUIREMENTS

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.15 ENVIRONMENTAL PROTECTION

- A. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969 as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514 as amended, Protection and Enhancement of Environmental Quality, 42 U.S.C. §§ 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. part 1500 et seq.; and joint FHWA/FTA regulations "Environmental and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- B. Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

1.16 ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standard and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.17 PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- D. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal

Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.18 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

1.19 WARRANTY FOR THE WORK AND MAINTENANCE BOND

- A. Contractor warrants to METRO that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by METRO, free from faults and defects and in conformance with the contract. All work not so conforming to these standards shall be considered defective. If required by METRO, the contractor shall furnish satisfactorily evidence as to the kind and quality of material and equipment.
- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (METRO). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to METRO written by the same-corporate surety that provides the Performance Bond and Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

1.20 RECYCLED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.21 FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with

the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.22 CARGO PREFERENCE – USE OF UNITED STATES FLAG - VESSELS

The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United State, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Seventh Street, S.W., Washington D.C. 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

PART VII
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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 METRO 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 METRO's final administrative remedy.

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

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

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

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

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

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

ATTACHMENT A

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Santa Cruz Metropolitan Transit District (District) has determined that Disadvantaged Business Enterprises (DBE) can reasonable be expected to compete for the opportunities in this Agreement and has established a DBE Availability Advisory 1.57 percentage. It is therefore the District's expectation that available DBE firms have an opportunity to participate in this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer".
- The term "Agreement" also means "Contract".
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49CFR26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encourage to use services offered by financial institutions owned and controlled by DBEs.
- C. Meeting the DBE Availability Advisory Percentage is not a condition for being eligible for award of the Agreement.

3. SUBMISSION OF DBE INFORMATION

A "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed, pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint-venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work./
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (866) 810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on CUCP Database Certified DBEs located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen

- “Start Search”, “Clear Form”, “Civil Rights Home”, and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE Manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section item D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased truck must display the name and identification number of the DBE.

ATTACHMENT B

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

- A. Nothing in this Agreement or otherwise, shall create any contractual relation between the District and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agree to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation of the Contractor's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the District.
- D. Any substitution of subcontractors must be approved in writing by the District's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise Program Availability Advisory

- A. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure District achieves its federally mandated statewide overall DBE goal, the District encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with federal funds. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. As required by federal law, District has established a DBE goal. In order to ascertain whether the overall DBE goal is being achieved, the District is tracking DBE participation on all federal-aid contracts.
- C. To assist contractors in ascertaining DBE availability for specific items of work, the District advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 1.57 percent. The District also advises that participation of DBEs in the specified percentage is not a condition of award.
- D. Contractor has agreed to carry out applicable requirements to Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

- E. The contractor should notify the Contract Manager in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
 - F. DBE and other small Businesses (SB), as identified in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
 - G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
4. Performance of DBE Contractors, and other DBE Subcontractors/Suppliers
- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
5. Prompt Payment of Funds Withheld to Subcontractors
- A. The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or

noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

6. DBE Records

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)", CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the contractor or the contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.

a. Prior to the fifteenth of each month, the contractor shall submit documentation to the District's Contract Manager showing the amount paid to DBE trucking companies. The contractor shall also obtain and submit documentation to the District's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The contractor shall also submit to the District's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the contractor by the District's Contract Manager.

7. DBE Certification and De-certification Status

A. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the contractor in writing with the date of certification. Any changes should be reported to the District's Contract Manager within 30 days.

When reporting DBE participation, material or supplies purchased from DBEs may count as follows:

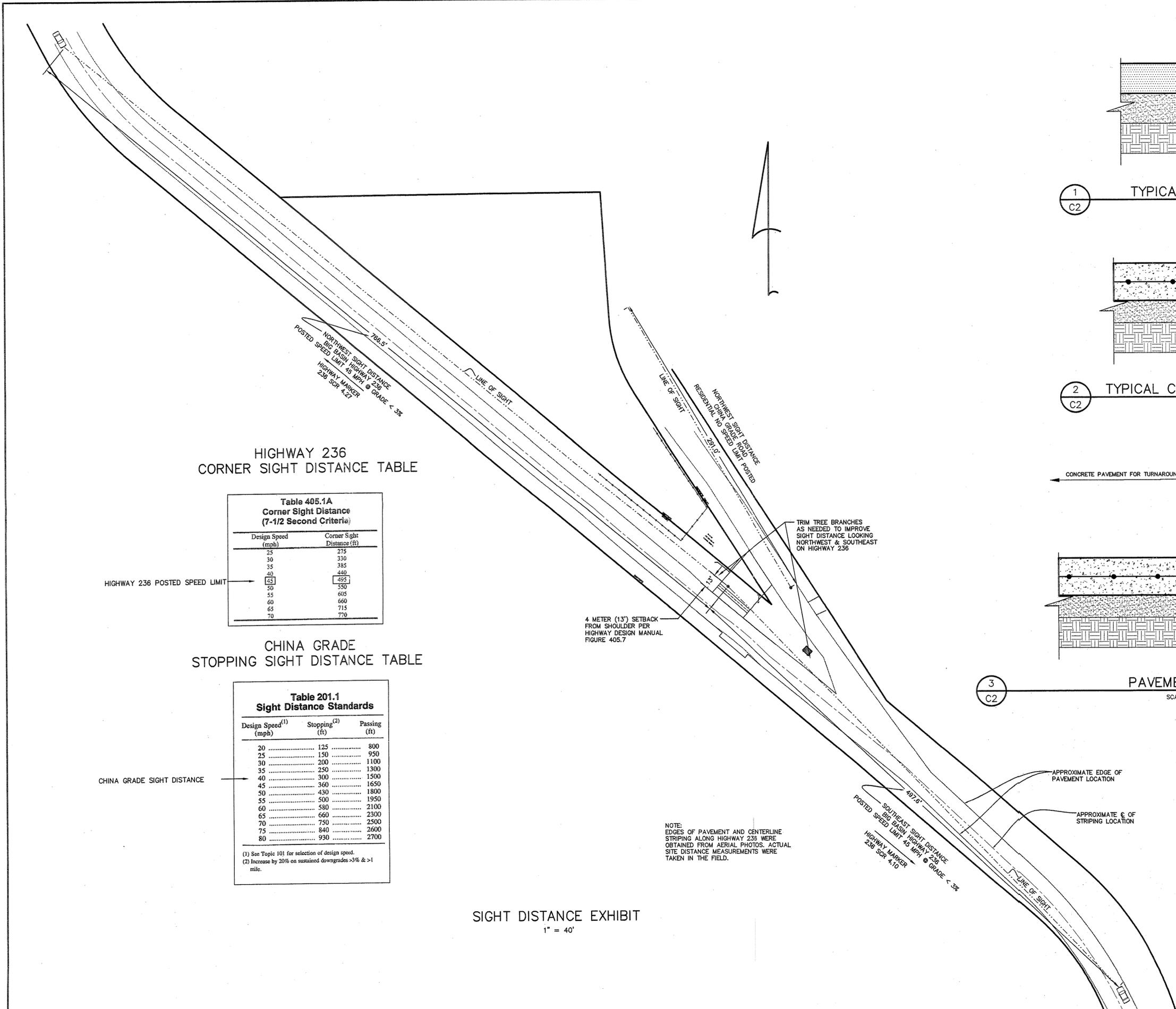
B. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies,

articles, or equipment required under the Agreement and of the general character described by the specifications.

- C. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- D. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- E. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and excessive as compared with fees charged for similar services.

When reporting DBE participation, participation of DBE trucking companies may count as follows:

- F. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- G. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- H. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- I. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- J. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- K. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.



HIGHWAY 236
CORNER SIGHT DISTANCE TABLE

**Table 405.1A
Corner Sight Distance
(7-1/2 Second Criteria)**

Design Speed (mph)	Corner Sight Distance (ft)
25	275
30	330
35	385
40	440
45	495
50	550
55	605
60	660
65	715
70	770

HIGHWAY 236 POSTED SPEED LIMIT

CHINA GRADE
STOPPING SIGHT DISTANCE TABLE

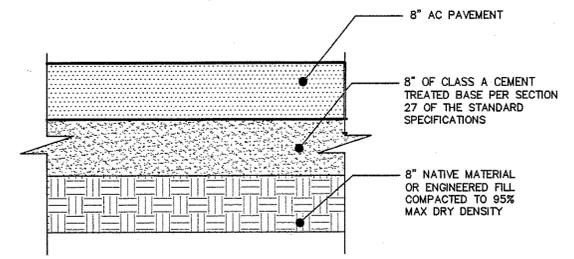
**Table 201.1
Sight Distance Standards**

Design Speed ⁽¹⁾ (mph)	Stopping ⁽²⁾ (ft)	Passing (ft)
20	125	800
25	150	950
30	200	1100
35	250	1300
40	300	1500
45	360	1650
50	430	1800
55	500	1950
60	580	2100
65	660	2300
70	750	2500
75	840	2600
80	930	2700

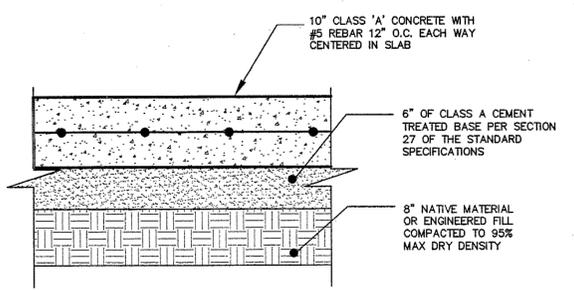
(1) See Topic 101 for selection of design speed.
(2) Increase by 20% on sustained downgrades >3% & >1 mile.

CHINA GRADE SIGHT DISTANCE

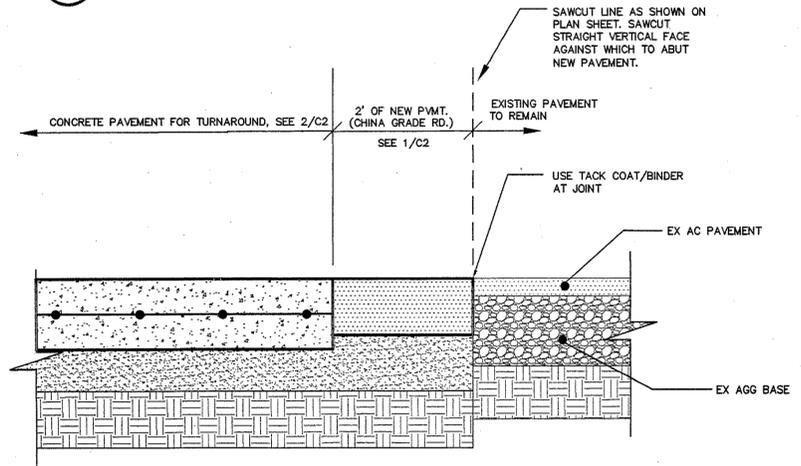
SIGHT DISTANCE EXHIBIT
1" = 40'



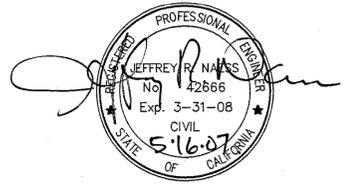
1
C2
TYPICAL AC PAVEMENT
SCALE: 1" = 1'-0"



2
C2
TYPICAL CONCRETE PAVEMENT
SCALE: 1" = 1'-0"



3
C2
PAVEMENT CONFORM DETAIL
SCALE: 1" = 1'-0"



BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (831) 426-3560		PAVEMENT DETAILS & SITE DISTANCE EXHIBIT FOR BUS TURNAROUND BIG BASIN HIGHWAY AND CHINA GRADE ROAD	
REGISTERED CIVIL ENGINEER NO. _____		PREPARED FOR S.C.M.T.D. INSTRUMENT #2003-0104851 SANTA CRUZ, CALIFORNIA	
SCALE	DRAWN	JOB NO.	SHEET
DATE	CHECKED	INDEX	2
DESIGN	DWG NAME	FILE NO. 23593	OF 2

EXHIBIT - B

Bid Proposal

Bus Turnaround & Related Site Work
Big Basin, California
IFB No. 08-07

Submitted By:

**GRANITE
CONSTRUCTION
COMPANY** SINCE
1922

Monterey Bay Branch
580 West Beach Street
Watsonville, California 95076
Phone: (831) 763-6100
Fax: (831) 761-1042

II. BID FORM
Document 1

METRO for the construction of a bus turnaround at China Grade and Highway 236, having carefully and fully examined the sites of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the IFB, and to complete all requirements of the IFB for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid submission deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) working days after receipt of notice of award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items to the Purchasing Agent at 110 Vernon Street, Suite B, Santa Cruz, California 95060. If awarded the Contract, the bidder agrees to complete the project within 90 calendar days after the date of the commencement specified in the Notice to Proceed.

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

One hundred five thousand, one hundred five Dollars (\$ 105,105.00-----)
(In words-printed or typed)

6) Bidder represents warrants and agrees that if awarded the contract, bidder shall perform a minimum of 97.5% (%) of the total of all work with its own forces.

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

Ten Percent (10%) of Bid Amount Dollars (\$10% of Bid Amount)
(In words-printed or typed)

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

BIDDER IS A: (circle one)

Corporation Partnership Individual Joint Venture Other _____

Federal Tax Number: 94-0519552

Business License Number: 89

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

GRANITE CONSTRUCTION COMPANY

When were you organized? 01/04/1922

If a Corporation, where incorporated? California

How many years have you been in the contracting business under your current firm name or trade name? 85 Years

State the date bidder first began business 01/04/1922

**II. BID FORM
Document 1**

State any other names that bidder has used or done business under in the past five (5) years.

N/A

NAMES AND TITLES OF KEY MEMBERS OF FIRM: _____

SEE ATTACHED CERTIFICATE OF SECRETARY

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

NAME OF PRESIDENT IF A CORPORATION: William G. Dorey

NAME OF SECRETARY IF A CORPORATION: Michael Futch

STATE OF INCORPORATION: California

CALIFORNIA CONTRACTOR'S LICENSE(S):

Contractor warrants that it either has the required license as indicated or will possess the required license at the time of the award.

Name of License(s):

<u>A</u>	<u>89</u>	<u>05/31/09</u>
Classification(s)	Number	Expiration Date

(For Joint Ventures, list license or licenses for all Joint Venture partners.)

CORPORATE SEAL:

Identification of contact person during IFB process:

Name: Patrick Amaris, Chief Estimator

Address: 580 W. Beach Street, Watsonville, CA 95076

Telephone Number: (831)763-6100

Fax Number: (831)761-1042

E-Mail Address: patrick.amaris@gcinc.com

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Michael Futch, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on May 21, 2007 by unanimous written consent and without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted at said meeting have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed individuals are authorized to execute documents and agreements in connection with the operations of this Company:

David H. Watts	Chairman of the Board
William G. Dorey	President & CEO
Mark E. Boitano	Executive Vice President & COO
William E. Barton	Senior Vice President, CFO, Corp Compliance Officer & Assistant Secretary
Michael F. Donnino	Senior Vice President, Granite East Manager & Assistant Secretary
James H. Roberts	Senior Vice President, Granite West Manager & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
John A. Franich	Vice President, Granite West Manager of Construction & Assistant Secretary
Michael Futch	Vice President, General Counsel & Secretary
David R. Grazian	Vice President, Director of Corporate Taxation & Assistant Secretary
Randy J. Kremer	Vice President, Granite West Manager of Construction Materials & Assistant Secretary
Kent H. Marshall	Vice President, Director of Large Projects Development and Assistant Secretary
Mary McCann-Jenni	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
John D. Gilliland	Director of Risk Management
William R. E. Jackson	Director of Safety
Alan W. Ramsay	Assistant Controller

RESOLVED FURTHER, that the authority provided herein is subject to the limits of corporate authority previously approved.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED FURTHER, that the below listed individuals are authorized to attest documents and agreements in connection with the operations of the Company:

William G. Dorey	President & CEO
Mark E. Boitano	Executive Vice President & COO
William E. Barton	Senior Vice President, CFO, Corp Compliance Officer & Assistant Secretary
Michael F. Donnino	Senior Vice President, Granite East Manager & Assistant Secretary
James H. Roberts	Senior Vice President, Granite West Manager & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
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Mary McCann-Jenni	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
John D. Gilliland	Director of Risk Management
William R.E. Jackson	Director of Safety
Alan W. Ramsay	Assistant Controller
James M. Cady	Assistant General Counsel & Assistant Secretary
Kenneth M. Smith	Granite East Counsel & Assistant Secretary
Richard A. Watts	Granite West Counsel & Assistant Secretary

Dated: September 18, 2007



Michael Futch

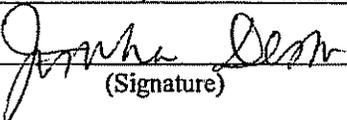
**II. BID FORM
Document 1**

Acceptance of Terms:

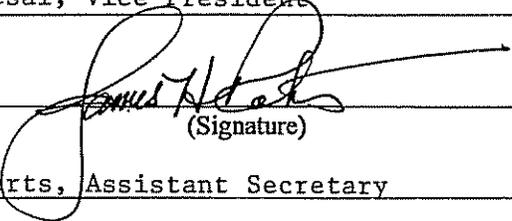
Execution of this Bid Form shall be deemed as acceptance of all the terms and conditions as set forth in the Notice and Invitation of Bids, including but not limited to the Instructions to Bidders (Part I), Bid Form (Part II), General Conditions of Contract (Part III), Special Conditions of Contract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

NAME OF BIDDER'S FIRM: GRANITE CONSTRUCTION COMPANY

Address: P.O. Box 50085, Watsonville, CA 95077

By: 
(Signature)

Jigisha Desai, Vice President
(Print)

By: 
(Signature)

James H. Roberts, Assistant Secretary
(Print)

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

BID FORM – DOCUMENT 2

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

(Use Additional Sheets if necessary)

This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package or no later than 10:00 am on December 15, 2005. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.

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

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

1. State the full legal name of the bidder. Granite Construction Company
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any. Granite Construction Incorporated - 100% Parent
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq? If so, describe in detail all facts, circumstances and the outcome. See Appendix A1
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person. No
5. For every lawsuit or arbitration between bidder and the owner of construction project, limited to such lawsuits or arbitrations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any. See Appendix A2
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement. See Appendix B1
7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants. No
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants. No
9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date. See Appendix C1
10. State bidder's annual gross income for each of the last five fiscal years.

2006 - 2,651,414,379	2003 - 1,636,982,735
2005 - 2,332,682,943	2002 - 1,625,415,494
2004 - 1,808,986,335	

Part II-5

BID FORM – DOCUMENT 2

11. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience):
 - a. The General Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least two (2) public works projects in the State of California of similar scope, size, and complexity of this project.

See Appendix D1

BID FORM - DOCUMENT 2

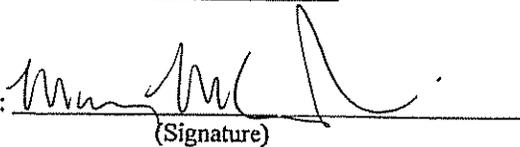
THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.

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

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

Dated: October 3, 2007

Bidder: Granite Construction Company
(Company's Name)

By: 
(Signature)

Mary McCann-Jenni

(Printed name of signor)

Vice President

(Title of signor)

BID FORM – DOCUMENT 3
NON-COLLUSION AFFIDAVIT

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

Jigisha Desai
(Name)

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

Vice President
(Title)

of GRANITE CONSTRUCTION COMPANY,
(Company Name)

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

BY: Jigisha Desai /Jigisha Desai, Vice President
Signature

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted a Bid No. 08-07 for certain construction specifically described as follows, which is to be opened on October 3, 2007 for Labor and materials to construct a bus turnaround at China Grade and Highway 236 located in Santa Cruz, CA.

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

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

California law shall govern the interpretation of this bond.

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

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS 1st DAY OF October, 2007.

GRANITE CONSTRUCTION COMPANY
PRINCIPAL

BY: Jigisha Desai
BY

Jigisha Desai, Vice President
PRINCIPAL SEAL

Federal Insurance Company
SURETY
BY: John D. Gilliland
BY

John D. Gilliland, Attorney-in-Fact
SURETY SEAL

15 Mt. View Road, Warren, NJ 07059
ADDRESS OF SURETY

[End of Bidders Bond.]

ACKNOWLEDGEMENT

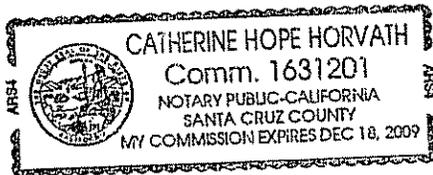
STATE OF CALIFORNIA }
 }
COUNTY OF SANTA CRUZ }

On October 1, 2007 before me, Catherine Hope Horvath, Notary Public
personally appeared John D. Gilliland, Attorney-In-Fact

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

WITNESS my hand and official seal.


Signature of Notary Public *CH 6246*





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

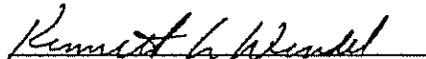
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Deborah S. Jackson, R.C. Albritton, John D. Gilliland, Jigisha Desai and Mary H. Lonergan of Watsonville, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries, alone or in joint venture.

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal. In pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd. Day of August, 2005


Kenneth C. Wendel, Assistant Secretary


John P. Smith, Vice President

STATE OF NEW JERSEY

55

County of Somerset

On this 2nd day of August, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009
CERTIFICATION


Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

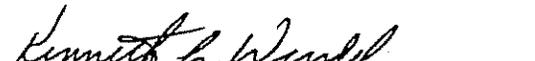
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this October 1, 2007




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

BID FORM – DOCUMENT 5

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

(Contractor) GRANITE CONSTRUCTION COMPANY certifies to the best of its knowledge and belief, that it and its principals:

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

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

BY: Jigisha Desai /Jigisha Desai
/Vice President
Signature and Title of Authorized Official

BID FORM – DOCUMENT 6

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

-----N/A-----

(Subcontractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

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

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Signature and Title of Authorized Official

**BID FORM – DOCUMENT 8
DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each Subcontractor, including D.B.E. Subcontractor to whom bidder proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the Work or services Subcontracted.

Attach additional copies of this form if more space is required.

<u>Name of ^{Trucker} Subcontractor</u>	<u>Business Address</u>	<u>Trade/Craft</u>	<u>% of Total Bid</u>
<u>C & L Trucking</u>	<u>1955 15th Avenue Santa Cruz, CA 95062</u>	<u>Trucking</u>	<u>2%</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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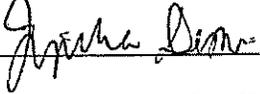
**BUY AMERICA CERTIFICATE
BID FORM – DOCUMENT 9**

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

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

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

Date October 3, 2007

Signature  /Jigisha Desai, Vice President

Company Name GRANITE CONSTRUCTION COMPANY

Title Vice President

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

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

Date _____

Signature _____

Company Name _____

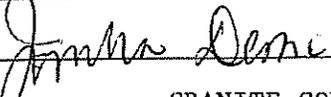
Title _____

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

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

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

Date October 3, 2007

Signature  /Jigisha Desai, Vice President

Company Name GRANITE CONSTRUCTION COMPANY

Title Vice President

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

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

Date _____

Signature _____

Company Name _____

Title _____

BID FORM – DOCUMENT 10
CERTIFICATION REGARDING LOBBYING

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

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

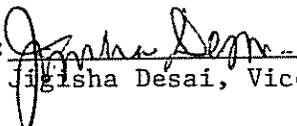
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person or making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, GRANITE CONSTRUCTION COMPANY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understand and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

BY:  Signature of Contractor’s Authorized Official
Jigisha Desai, Vice President Name and Title of Contractor’s Authorized Official

October 3, 2007 Date

**BID FORM – DOCUMENT 10
CERTIFICATION REGARDING LOBBYING**

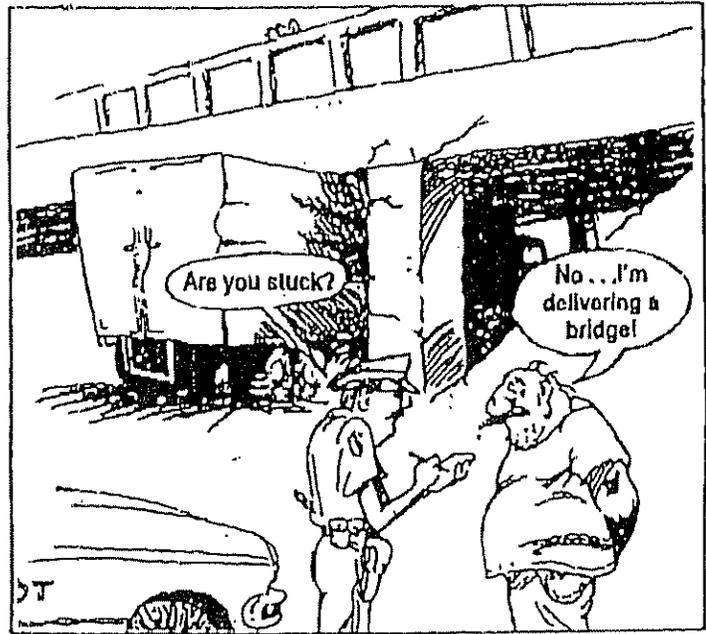
DISCLOSURE FORM TO REPORT LOBBYING ACTIVITIES

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

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

**BID FORM – DOCUMENT 10
CERTIFICATION REGARDING LOBBYING**

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



C & L TRUCKING
 CA. 13177
 1955 15TH AVE
 SANTA CRUZ, CA 95062-1705
 (831) 475-0379
 FAX: (831) 475-1069

To: Granite Construction

ATTN: Boar

FAX NUMBER 761 1042

FROM: Lee Hall

TITLE owner

SUBJECT: Hourly price for trucking

DATE: 10-3-07

TOTAL PAGES INCLUDING THIS ONE: 1

Hiway 236 Bus Turn Around Job

Hourly Rate for above mentioned job
 as requested.

10 yard	85. ⁰⁰	per hour
Transfer	90. ⁰⁰	per hour

Thank-you Lee Hall

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

GRANITE CONSTRUCTION COMPANY

(Company Name)

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

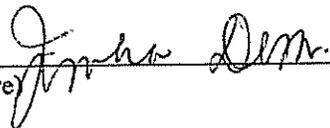
I, Jigisha Desai
(Name of Official)

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

October 3, 2007
(Date)

in the County of Santa Cruz, is made under the penalty of perjury
(County)

under the laws of the State of California.

BY: 
(Signature)

Jigisha Desai
(Print)

Vice President
(Title)

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

APPRENTICESHIP

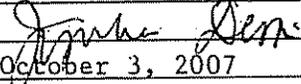
For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations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

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to October 3, 2007 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

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

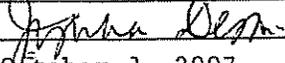
APPRENTICESHIP EMPLOYMENT CERTIFICATION

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

Contractor: GRANITE CONSTRUCTION COMPANY
By: 
Date: October 3, 2007
Title: Jigisha Desai, Vice President

BID FORM – DOCUMENT 14
WORKERS' COMPENSATION CERTIFICATION

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

Contractor: GRANITE CONSTRUCTION COMPANY
By: 
Date: October 3, 2007
Title: Jigisha Desai, Vice President

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

The Bidder certifies that:

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

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

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

N/A

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

Executed on October 3, 2007, at Watsonville, California
(Date) (City) (State)

Jigisha Desai BY: Jigisha Desai Vice President
Typewritten or Printed Name Signature of Authorized Official Title

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

CONFLICT OF INTEREST CHECKLIST

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

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

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

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

-
- Dates of Employment/consulting contract:

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

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

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

-
- Last date of employment or consultant contract:

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

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

- Name(s) of Board Members:

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

-
- Percentage of ownership of company shares:

BID FORM – DOCUMENT 15
CONFLICT OF INTEREST STATEMENT

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

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

- Name(s) of each former employee:
-

- All titles of each former employee:
-

- Description of job duties:
-

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

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

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

- Name of Board Member receiving the gift:
-

- Value of the gift:
-

- Description of the gift:
-

- Date the gift was delivered:
-

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

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

- Name of Board Member receiving the contribution:
-

- Name of Board Member receiving contribution:
-

- Amount of the contribution:
-

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

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

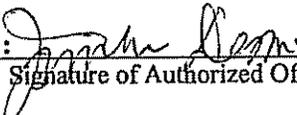
-
- Date the contribution was delivered:

-
- To whom was the contribution delivered:
-

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

Executed on October 3, 2007, at Watsonville, California
(Date) (City) (State)

Jigisha Desai
Typewritten or Printed Name

BY: 
Signature of Authorized Official

Vice President
Title

GRANITE CONSTRUCTION COMPANY

Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq? If so, describe in detail all facts, circumstances and the outcome.

Granite Construction, Inc. (GCI), a legal entity holding a legal or equitable ownership of ten percent or more of Bidder (Granite Construction Company), does not track all alleged violations which GCI has "ever been accused of". GCI does record such alleged violations formally asserted against GCI, over the past 5 years. To the best of our knowledge, there have been no civil violations of California Government Code section 12650 or 31 United State Code Section 3729, et seq, formally asserted against GCI in the last five years.

**Arbitration/ Litigation Between Granite Construction Company (GCC) and Owner (Filed Against Granite)
5 Years - As Of September 2007**

Work/Payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
Associated Diving & Marine v. GCC/Union Pacific	Non-payment, workmanship – XC by Owner, UP	7/03 – Settled
Bartholomew Enterprises and GCC (Arbitration)	Defective Material	Pending
Caltrans v. GCC (I-40 Bridge Rehab) (Arbitration)	Contract Dispute	Pending
City of Buellton v. GCC	Defective Material	6/07 - Settled
GCC v. El Centro, City of (Alder Canal) (Cross Claim)	Non-payment due to differing site condition	Pending
GCC v. Lutheran Bible (Cross Claim)	Method of Work	9/04 – Settled
GCC v. Peak Engineering (Cross Claim)	Defective work	Pending
Shooter & Butts v. GCC v. City of Oakland	Non-payment	1/07 – Settled
West Coast Boring, Inc. v. GCC; City of El Centro; et al.	Non-payment	7/05 – Dismissed

**Arbitration/ Litigation Between Granite Construction Company (GCC) and Owner
(Filed by Granite) – 5 Years - As Of September 2007**

Work/ payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
CPC v. Craig Holt Concrete/Holt	Non-payment	6/05 – Settled
CPC v. Lake Ridge Homes/Newport Holding et al.	Non-payment	6/05 – Settled
GCC v. ASARCO	Delay & addl work	6/03 – Settled
GCC v. Bard Water District	Non-payment	Pending
GCC v. CA DOT (Hwy 1)	Delay & disruption on project causing extra work	11/02 – Settled thru arb
GCC v. CA DOT (Route 18)	Non-payment	4/06 – Settled
GCC v. CA DOT (Route 63)	Non-payment due to differing site condition	Pending
GCC v. CA DOT (State Route 111)	Non-payment	3/07 – Settled
GCC v. CA DOT (Stockton 1-5)	Non-payment for addl costs b/c of project suspension	12/05 Settled
GCC v. CA DOT (Hwy 18 – Big Bear)	Non-payment	9/06 – Settled
GCC v. CADOT (I-40 Bridge Rehab)	Non-payment for extra work	Pending
GCC v. Carter & Burgess; Gensler	Breach of Contract	Pending
GCC v. Cloud	Non-payment	1/06 – Settled
GCC v. Daniel Silverie III, Inc.	Non-payment	6/03 – Settled
GCC v. El Centro, City of (Alder Canal)	Non-payment due to differing site condition	Pending
GCC v. Dublin, City of (arbitration)	Delay claim	4/07 – Settled
GCC v. Ford Construction, CDOT	Non-payment for supplies	1/04 – Settled
GCC v. Hart High School	Non-payment	7/06 – Settled
GCC v. Hoffman Land Development, et al.	Non-payment	10/03 – Settled
GCC v. KB Home Greater Los Angeles, Inc. et al	Non-payment	Pending
GCC v. Lutheran Bible	Method of Work	9/04 – Settled
GCC v. Peak Engineering (counter claim)	Defective work	Pending
GCC v. R. Johnson Properties	Mechanic's lien foreclosure	3/06 – Closed
GCC v. River Oaks Golf Club, et al.	Non-payment	2/05 – Settled
GCC v. Roberts Managing Contractors, Costco, et al.	Non-payment	4/04 – Settled
GCC v. Sacramento, City of	Non-payment	Pending
GCC v. Saxton, Spanish Hills Apts, et al.	Non-payment	4/04 – Settled
GCC v. Sierra Calvine, Placer Co.	Non-payment	12/04 – Settled
GCC v. Skyline Crest Enterprises	Non-payment	1/06 – Settled
GCC v. Sycamore Ventures, LLC	Non-payment	Pending
GCC v. UPRR (Associated Diving v. GCC)	Non-payment	10/03 – Settled
GCC v. USA (Dept. of Navy)	Non-payment	7/07 – Settled
GCC v. Wildlands, Inc.	Non-payment	1/06 - Dismissed
GCC v. Yuba Trout & Stream	Non-payment	4/04 - Settled

GRANITE CONSTRUCTION COMPANY
 Summary of Liquidated Damages on Jobs Over \$3M
 Last Seven Years: 2000 thru 2006

Year	Job #	Description of Liquidated Damages
2006	216092	Lane closure not opened within time requirements. LD assessed \$1,000.
	234324	The final milling, paving and micro-surfacing took 5 working days verses the 3 working days we had remaining to wrap the project up.
	370804	LD's were assessed at \$16,221.60 per day for 65 days = \$1,054,404. \$233,000 of LD's were charged to Mastec after final negotiations. \$267,663 of LD's were charged to Transcore after final negotiations.
2005	205306	Contract time overrun due to change orders. Contractor failed to pay Granite for progress payments and change orders. LD's are 28 days @ \$1,500 per day = \$42,000.
	216744	LD's for testing issues \$279,800, Granite is expecting full recovery from NVDOT.
	370006	27 days at \$10,674 per day = \$288,198. LD's were passed on to Subcontractor.
	300875	This was a joint venture project where Granite and its partner were individually responsible for performing separate portions of the project. Granite completed its portion of the project by the completion deadline, but the joint venture partner finished late. Until certain disputes are resolved, Granite was obligated to pay, on an interim basis, 45% of the liquidated damages owed by the joint venture (131 days @ \$85,730 per day times 45% equals \$5,053,784).
2004	205345	Job schedule was not long enough to complete project. GCCO paid for some of the extra days and Cal-Trans paid for some. LD Assessed \$19,200.
	206012	Landscape contractor delays. LD Assessed \$176,000. Some of the LD were passed on to Subcontractor.
	216743	Demerits for AC 20P failure. LD Assessed \$17,500.
	216785	Demerits for AC 20P failure. LD Assessed \$4,885.
	300161	Time extension issues with FDOT over weather days and other delays. 50 day@ \$34,224 per day = \$1,711,200 and 121 day @ \$2,106 per day = \$254,826 for a total of \$1,966,026.
	320022	Work days exceed original contract by 17 days at \$950/day due to scheduling of crews between active jobs in the area. Total LD's were \$16,150.
	320025	Work days exceed original contract by 37 days at \$1100/day due to weather and excessive grinding required to meet pavement profile requirements took longer than anticipated. Total LD's were \$40,700.
2003	212222	Electrical subcontractor completed his work one (1) day late. He was backcharged one (1) day liquidated damages \$9,700.
	232083	A delay in bridge work that UDOT didn't allow extra time for. (\$10,000 per day X 6 days) \$60,000
	232144	Subcontractor overran on dates, CPC ran out of critical asphalt and concrete material pushing dates back. (\$30,000)
	235066	Chipseal time overran due to weather. (\$2,000 per day X 2 days) \$4,000
	320019	1 day: Punch list items took longer than anticipated. (\$1,600)
	370002	Asphalt friction course failure. Repair extended beyond contract time. Recovered damages from subcontractor. (20 days at \$1,000 per day) = \$20,000
2002	216335	Liquidated Damages imposed - exceeding hours of operations. (\$4,000 per hour X 8.7 hours) = \$34,805
	216599	Liquidated Damages imposed - exceeding hours of operations. (\$3,500 per hour X 1.94 hours) = \$6,800
	216614	Liquidated Damages imposed because piling subcontractor. (\$5,000 per day X 8 days) = \$40,000
	216620	Liquidated Damages imposed because of sealing subcontractor. Passed down to Subcontractor \$55,000.
	216681	Liquidated Damages imposed - exceeding hours of operations. (\$1,000 per hour X 40 hours) = \$40,000

GRANITE CONSTRUCTION COMPANY
 Summary of Liquidated Damages on Jobs Over \$3M
 Last Seven Years: 2000 thru 2006

Year	Job #	Description of Liquidated Damages
2001	201541	A penalty budget of \$108,000 was estimated. LD's were actually \$65,280.
	216562	Guardrail sub did not complete work on time. Approximately \$300,000 in LD's charged and passed on the subcontractor.
	216615	\$26,000 for overtime constraints.
2000	212100	Damages imposed \$8,400.
	212102	Damages imposed \$57,750.
	216516	Failed Oil \$8,179.
	216537	Fee assessed for excess days was \$40,000.
	216578	Fee assessed for excess daily time limit was \$2,000.
	216579	Subcontractor could not get material. Fee assessed \$107,760.
	216590	Subcontractor could not get material. Fee assessed \$72,054.
	225285	Finished late due to landscape subcontractor. Fee assessed \$165,000 passed on to landscape contractor.
	232049	LD's "B" portion - \$152,000. Bonuses: Smoothness Bonus \$58,778 and QCQA Bonus \$61,243
		LD's contract time overrun 9/24-10/01/99 \$1,600 per day = \$12,800. LD's contract days used after substantial completion 10/02-10/23-99 \$320 per day = \$7,040
		Asphalt/Concrete Pavement, type 2 smoothness-\$66,378 LS
	232059	Agreement - Deduction for defective smoothness in 16 sublots \$15,000 LS

Supl.

GRANITE CONSTRUCTION COMPANY
INCOMPLETE MAJOR CONTRACTS*

(In Thousands)

July 31, 2007

<u>Job #</u>	<u>Job Name</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Backlog Amount</u>	<u>Completion Date</u>	<u>Agency/Owner</u>	<u>State</u>
201129	MPC Utilities Infrastructure	13,103	53%	6,203	12/31/08	Monterey Peninsula College District	CA
203093	RUBBERIZED AC 01-297704	11,566	59%	4,752	09/15/07	CA Department of Trans	CA
205487	METRO AIR PARK	31,874	94%	1,796	09/30/07	Metro Air Park LLC	CA
205505	HWY 149 OROVILLE	52,808	43%	30,211	01/31/09	FCI Constructors, Inc.	CA
205527	UCD MED CENTER SESP	6,120	4%	5,894	12/31/08	Swinerton Builders	CA
205531	HIGHWAY 20 WIDENING YUBA/NVD.	29,294	38%	18,088	11/30/08	CA Department of Trans	CA
205534	RT 80 WIDENING RVRSIDE/DOUGLAS	5,105	50%	2,577	01/31/08	CA Department of Trans	CA
205536	HIGHWAY 5 RUBBER OVERLAY	6,113	36%	3,903	09/30/07	CA Department of Trans	CA
205540	SHINGLE SPRINGS RANCHERIA	16,610	33%	11,095	11/30/08	C C Myers Inc.	CA
205702	SR 99 SELMA WIDENING	14,462	88%	1,723	09/30/07	FCI Constructors, Inc.	CA
206165	CONTRA COSTA UNIT 8	16,130	76%	3,846	12/31/07	PG&E	CA
207765	City SB/SB Airport-Extension	12,775	39%	7,746	11/30/07	Santa Barbara, City of	CA
211581	HWY 138 & Bridge @ Big Rock	15,410	83%	2,555	12/01/07	CA Department of Trans	CA
212429	CDOT#06-408404/MOJAVE HWY 14	46,769	90%	4,553	01/24/08	CA Department of Trans	CA
2121010	SUNCAL CO/ MCALLISTER RANCH	5,536	19%	4,588	10/31/07	LBREP / L-SunCal McAllister Ranch LLC	CA
2121036	CDOT/ 09-317704 RTE 395-BISHOP	7,042	1%	7,008	10/01/07	CA Department of Trans	CA
2121040	CDOT 09-333004/ 395/ LONEPINE	5,050	3%	4,940	09/30/07	CA Department of Trans	CA
214517	HWY 99 MISSION AVE	64,059	91%	5,615	01/19/08	CA Department of Trans	CA
214571	I-5, Kamm Ave to Panoche	7,977	0%	7,949	11/30/07	CA Department of Trans	CA
215661	Pacific Ethanol, Inc. RN	5,404	50%	2,729	12/31/08	W.M. Lyles Co.	CA
215681	BNSF Strip Track 4 TRS	6,440	10%	5,874	12/31/07	Burlington Northern Santa Fe Railway	CA
2161024	BELLA VISTA RANCH - CENTEX	31,878	93%	2,192	08/31/07	Centex Homes	NV
2161048	2006 - SIERRA ARMY DEPOT	13,402	34%	8,809	12/31/07	U S Army Corps of Engineers	CA
2161057	ONSITE UTILITIES - PALAZZO	6,165	12%	5,567	09/01/07	Taylor International	NV
2161061	MCCARREN AIRPORT TERMINAL 3	19,876	0%	19,830	03/19/09	McCarthy	NV
2161064	RTIA APRON STAGE 9	6,022	61%	2,324	09/30/07	Reno/Tahoe Airport Authority	NV
217481	Old Vail & Colossal Cave Road	6,770	67%	2,206	09/30/07	Vail Valley Joint Venture	AZ
217499	Columbus Wash Phase II	9,216	12%	8,269	12/07/07	Tucson, City of	AZ
217500	Harrison Road-Speedway to Old	14,528	83%	2,527	01/27/10	Tucson, City of	AZ
217506	Stone Canyon IV	8,869	67%	2,965	10/01/07	Stone Canyon LLC	AZ
217516	PCDOT-Valencia Road	13,057	32%	8,933	03/31/08	Pima, County of	AZ
217525	USCOE-Tuc Area Drainage Park	19,435	2%	19,133	09/05/08	USCOE-Los Angeles District	AZ
219466	SAN JOSE AIRPORT TAIP	11,105	46%	6,227	06/30/10	Hensel Phelps	CA
219468	HWY 84 #04-172404	18,681	20%	15,183	11/01/10	CA Department of Trans	CA
219473	CONOCOPHILLIPS RODEO REFINERY	6,939	2%	6,834	10/15/07	Fluor Enterprises, Inc.	CA
225671	TZ P.D. PORTOLA BRIDGE	10,935	85%	1,616	10/31/07	Palm Desert, City of	CA
225700	JGN UNIVERSITY PARK	10,392	86%	1,462	08/31/07	Palm Desert Funding Company, L.P.	CA
225751	TKR VARNER RD RECONSTRUCTION	8,918	45%	4,893	12/31/07	Desert Gold Ventures LLC	CA
227126	BKR MESQUITE LANDFILL	24,795	43%	14,101	03/31/08	LA County Sanitation District No. 2	CA
228156	JDB RT15 BAKER TRK LN 08476104	7,321	65%	2,562	09/30/07	CA Department of Trans	CA
228159	GRS RT 15 MEDIANS 08-0C0404	27,284	39%	16,534	11/30/08	CA Department of Trans	CA

GRANITE CONSTRUCTION COMPANY
INCOMPLETE MAJOR CONTRACTS*
(In Thousands)

July 31, 2007

<u>Job #</u>	<u>Job Name</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Backlog Amount</u>	<u>Completion Date</u>	<u>Agency/Owner</u>	<u>State</u>
232327	RED CLOUD SUBDIVISION	17,513	77%	4,065	12/31/07	United Park City Mines Co.	UT
232340	DUGWAY PHASE 2	24,410	92%	1,900	08/19/07	US Army of Engineer District	UT
232366	RNWX 17/35 & TWY R OVERLAY	9,979	67%	3,277	10/31/07	SLC Department of Airports	UT
232377	4500 SOUTH	5,626	21%	4,594	10/31/07	UT Department of Trans	UT
234364	I-15;SR-232 to SR-26	8,616	67%	2,825	08/31/07	UT Department of Trans	UT
310016	LUBBOCK CO US 82 FLYOVER	35,007	86%	4,857	09/24/07	TX Department of Trans	TX
310017	GRAND PRAIRIE PUMPING STATION	19,620	74%	5,072	10/11/07	US Corps of Engineers	AR
310018	LUBBOCK US82 E W FRWY PH2	135,803	58%	57,499	12/29/08	TX Department of Trans	TX
310023	LUBBOCK CO US 62 PH3B	37,301	1%	37,055	09/28/09	TX Department of Trans	TX
330005	I-306, I-85 WIDENING	72,097	97%	1,916	08/31/07	NC Department of Trans	NC
370008	I-4 JOHN YOUNG PARKWAY	43,180	98%	1,035	08/31/07	FL Department of Trans	FL
370012	I4/US 192 INTERCHANGE	61,463	98%	1,118	08/31/07	FL Department of Trans	FL
370013	JEWFISH CREEK BRIDGE D/B	148,374	55%	66,934	06/29/09	FL Department of Trans	FL
370014	SR91 WIDENING I-4 TO GOTHA RD	92,596	2%	91,237	08/11/10	Florida Turnpike Enterprises	FL
SUBTOTAL INCOMPLETE MAJOR CONTRACTS WITHOUT JOINT VENTURES		1,366,819		579,198			
300811	MDOT US90 St. Louis Brdg-Rev	169,850	77%	38,312	11/30/07	Mississippi Department of Transportation	MS
300814	St. Francisville Brdg REV(25%)	86,964	24%	66,504	02/10/10	Louisiana Department of Transportation	LA
300817	I64 MODOT GATEWAY-REV 52.5%	220,500	13%	195,846	11/28/10	Missouri Department of Transportation	MO
300827	MD200 ICCA INTRCNTY-REV 57.25%	265,574	1%	262,186	10/01/10	Maryland Department of Transportation	MD
300889	MC ALPINE LOCK REPLACE-EQUITY	70,427	76%	16,669	01/09/09	U.S. Army Corp of Engineers	KY
300891	WOODROW WILSON EQUITY(79%/21%)	100,116	85%	14,965	10/17/08	Maryland Department of Transportation	VA
300895	PORTLAND I-205 LRT EQUITY(25%)	41,051	19%	34,001	05/15/09	Tri-County Met. Transportation Dist. Of Oregon	OR
310813	US183A HCC EQUITY	120,184	95%	5,503	08/31/07	Central Texas Regional Mobility Authority	TX
340802	GRANITE/MYERS/RADOS Revenue	246,148	94%	14,715	08/31/07	Orange County Transportation Authority	CA
340808	US 20 ODOT YRC-Revenue	117,344	34%	77,000	10/31/10	Oregon Department of Transportation	OR
340811	UDOT I15-Weber County-REV	174,365	55%	78,635	09/15/08	Utah Department of Transportation	UT
360842	MARKET ST CONSTR-REVENUE(69%)	145,380	84%	23,279	08/20/08	Southeastern Pennsylvania Transportation Authority	PA
TOTAL INCOMPLETE MAJOR CONTRACTS		3,124,722		1,406,813			

* Contracts with estimated final revenue in excess of \$5 million and backlog in excess of \$1 million

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Architect, Engineer, Designer		Construction Management		Contract Amount
				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
203066	CA Dept. of Transportation 1120 N Street Sacramento, CA 95814	Hwy 20 Calpella Contract #: 01-316104 Mendocino County, CA Dense rubberized asphalt, drainage and roadway widening 4,900CY of M3 roadway excavation. 2,200 meter type A.C.E and F dike. 4,600 TNs imported shoulder backing. Mainline roadway had digouts of various length from 2 to 3.6 meters in width for a total of approx 290 M3 replace asphalt concrete surfacing. Pipe work: 524 LF 600mm (24") HDPE. 92 LF 900mm (36") BCCSP. 30 LF 450mm (18") CSP extension to existing runs. 1225x835mm (4'x2 7") CSP arch extension to existing arch. 4,659 LF 200mm (8") PPUD placed along shoulder in 5 locations	Sergio Mendoza, RE (707) 498-0234 (707) 485-6042 (F)	None	None	None	None	4,627,000
203080	CA Dept. of Transportation 1120 N Street Sacramento, CA 95814	Highway 20 Walker Ridge Contract #: 01-276814 Lake County, CA Widen and resurface with AC paving, rip rap channel and gablon walls 7,000 M3 roadway excavation. 14,000 M3 channel excavation. 710 M3 gablon baskets and rock. 83 Sta. of shoulder backing. 10,850 M3 rock slope protection in excavated channel. Pipe work: 480 LF 600mm(24") HDPE. 512 LF 1200mm(24") HDPE. 8,000 M3 Class 2 aggregate base. replace asphalt surfacing 1,540 M3, 21,200 TNs Type A asphalt concrete. 4,220 TNs AC open grade.	Dan Kraft, RE (707) 994-6074 (707) 994-9362 (F)	None	None	None	None	7,608,000
204067	CA Department of Transportation 1120 N Street Sacramento, CA 95814	Humboldt County Overlay Contract #: 01-473104 Garberville, CA Grind existing roadway and replace with 1" of Open Grade Asphalt Concrete 24,000 TNs	Charlie Eitel (707) 496-7070 (707) 825-4745 (F)	None	None	None	None	4,037,000
205432	West Sacramento, City of 1110 West Capitol Ave. Second Floor West Sacramento, CA 95691	Jefferson Blvd Widening Contract #: None West Sacramento, CA Road widening, street resurfacing, landscape, curb and gutter, sidewalk, storm drain, utilities, signage, striping, lighting. AC paving and grading. Pipe work included 2,000 LF 12" and 15" RCP and HDPE, water: PVC pipe	Lenard LaChapelle (916) 617-4645 Fax # Not Available	None	None	Psomas Construction Mgt 5 Sierra Gate Plaza Roseville, CA 95678	Andrew Gust (916) 869-6912 Fax # Not Available	21,646,821

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Architect, Engineer, Designer		Construction Management		Contract Amount
				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
205449	Sacramento, City of 927 10th Street, Suite 200 Sacramento, CA 95814	Stockton Blvd. Phase I Contract #: TY-16 Sacramento, CA Roadway overlay including 800,000SF of asphalt grinding, 1,200 TNs pavement base repairs, 11,000 TNs dense grade overlay, 15,000 FT of curb, 28,000 SF of sidewalk, 2,800 SF stamped median, street lighting, signal installation and detector loop replacement, landscaping Irrigation and planting, signage and striping Included 80,000 LF striping, 10,000 LF pavement markings and 200 roadside signs Storm drain: 1,900 FT 8" - 15" PVC	Ofelia Avalos (916) 264-5515 (916) 264-7903 (F) ovalos@cityofsacramento.org	Mark Thomas & Co., Inc. 7300 Folsom Blvd., Suite 300 Sacramento, CA 95826	Ed Noriega (916) 381-9100 Fax # Not Available	Vall Cooper & Associates 1913 Capitol Ave Suite D Sacramento, CA 95814	Steve Tuhill (916) 826-8813 (916) 448-5876 (F) stehel@valicooper.com	6,650,918
205471	CA Dept. of Transportation 1120 N Street Sacramento, CA 95814	I - 5 Ramp Widening Contract #: 03-0A9104 Sacramento, CA Grind, grade, AC paving, concrete, electrical, curb, gutter, sidewalk, Pipe work: 20FT of 24" RCP and 20FT of 24" CMP	Mohan Chohan (916) 263-4922 (916) 263-4933 (F) mohan-chohan@dot.ca.gov	None	None	None	None	4,760,000
205479	Sacramento, City of 927 10th Street, Suite 200 Sacramento, CA 95814	Bruceville Road Widening Contract #: TW-52 Sacramento, CA AC paving, concrete, electrical and 45,000 TN of aggregate base rock, striping, grading Storm drain 1,500LF of 12" - 15" PVC	Faramarz Ansari (916) 808-1166 Fax # Not Available	None	None	Parsons Brinkerhoff 3840 Rosin Court, Suite 200 Sacramento, CA 95834	Ken Worthley (916) 567-2500 (916) 924-9764 (F) (916) 416-0071 (C) worthley@pbworld.com	5,518,000
205700	Clark County P O Box 554000 Las Vegas, NV 89155-4000	215 Bellway Sunset- Buffalo Contract #: 5764-04 Clark County, NV PCC Paving	Bruce Torrey (702) 455-6046 Fax Not Available	G C Wallace 1555 S. Rainbow Las Vegas, NV 89146	Tim McCoy, Sr Vice President (702) 804-2075 (702) 804-2177 (F) tmccoy@gcwallace.com	None	None	3,483,000
206130	Santa Rosa, City of 69 Stony Circle Santa Rosa, CA 95401	Prince Memorial Greenway Phase 2004 Contract #: 2003-001 Santa Rosa, CA Project involved excavation and disposal of contaminated material, creek revitalization, landscaping, retaining walls and concrete walkways	Steve Dillmer (707) 543-3843 (707) 543-4230 (F)	Brejje & Race 5570 Skyline Blvd Santa Rosa, CA 95403	Charlie Fisher (707) 576-1322 (707) 576-0469 (F)	Brejje & Race 5570 Skyline Blvd Santa Rosa, Ca 95403	Charlie Fisher (707) 576-1322 (707) 576-0469 (F)	5,078,886

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Architect, Engineer, Designer		Construction Management		Contract Amount
				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
207676	CA Dept. of Transportation P O Box 942874 Sacramento. CA 94274-0001	Caltrans Hwy 33/166 Rehab Contract #: 05-0A4004 San Luis Obispo. CA Reconstruct by using "cold foam-in-place recycling" system consist of pulverize existing roadway placement of cold foam. place asphalt paving to finish grade & final later of rubberized asphalt. Widen existing bridges. extension of existing box culverts. placement of several pipelines. stripe & new roadway workings	Mike Lew. R E (805) 348-3105 (805) 550-4689 (F)	None	None	None	None	8,037,329
207700	Santa Barbara. City of Attn: Leif Reynolds. Project Engineer 601 Firestone Road Santa Barbara. CA 93117	Santa Barbara Airport Taxiway M Contract #: 21785 Bid No: 3438 Santa Barbara. CA Install new taxiway at the SB airport. Excavate. placement of new CLII base over cement treated subgrade. pave using marshall mix asphalt. Placement of new storm drain. lighting & new airport marking. New service road and storm drain crossing at northeast section of airport. base. AC paving and markings	Owen Thomas. P E (805) 967-7111 (805) 964-1380 (F)	URS 130 Robin Hill Rd Santa Barbara. CA 93117	Robert Fluhr 805 964-6010 805 964-0259 (F)	Penfield & Smith 101 E Victoria Santa Barbara. CA 93102	Kevin Connors 905 963-9532 805 966-9801 (F)	4,335,142
207740	Ventura. County of 800 S Victoria Avenue Ventura. CA 93009-1670	Co Ventura-Pavement Rehab Contract #: Spec #Rd06-05/Proj 50402/50403 Oxnard and Ojal, CA Overlay existing roadways with approx. 25,000 tons of rubberized asphalt concrete. Repair failed pavement areas. place shoulder backing material. install traffic monitoring stations	Glenn Derosssett (805) 654-2054 (805) 648-9201 (F) glenn.derosssett@ventura.org	None	None	None	None	3,586,330
211497	Lancaster. City of 44933 N Fern Avenue Lancaster. CA 93535	Avenue G Corridor Contract #: 530 Lancaster. CA 93534 Widening Avenue G. Roadway reconstruction, drainage. median and landscape improvements. Work included subgrade base and AC paving. Approx 60,000 LF of 6" and 8" PVC pipe. curb and gutter	Ray Hunt (661) 723-6082 (661) 723-6182 (F)	None	None	None	None	4,412,408
211505	U S Corps of Engineers 40015 Sierra Highway. Suite B145 Palmdale. CA 93550	High Desert IDIQ Contract #: DACA 09-03-D-00018 Edwards AFB. CA Indefinite quantity project. Grading. AC paving and underground work (mostly storm drain U/G). approx. 2,400 LF of 18" and 24" RCP	Matt McKenna (661) 277-7581 (661) 258-4656 (F) matthew.g.mckenna@usace.army.mil	None	None	None	None	7,305,112

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
211545	Department of Water Resources P O Box 942836 Sacramento. CA 94236	Seal & Pave Aqueduct Roads Contract #: C51284 Southern California, Fresno. CA Paving and extra work. Asphalt paving, emergency slope repair and erosion control.	Jim Peddy (916) 445-2533 (916) 324-6214 (F)	None	None	None	None	5,735,005
211568	Palmdale. City of 38250 Sierra Highway Palmdale. CA 93590	Palmdale Medical Center Ph 2 Contract #: None Palmdale. CA Site work for med center, earthwork, grading, aggregate base AC paving, concrete flatwork	Jacobs Engineering Chuck Williams (661) 265-8580 (661) 265-9266 (F)	None	None	Jacobs Engineering 950 E Palmdale Blvd., Suite E Palmdale. CA 93550	Chuck Williams (661) 265-8580 (661) 265-9266 (F)	3,047,761
211571 *208032	Department of Water Resources 1801 6th Street Sacramento, CA 95814	Seal And Pave Roads 2005 Contract #: C51305 Palmdale/Croville. CA Pulverize and AC overlay of various access roads	Jim Peddy (916) 445-2533 (916) 324-6214 (F)	None	None	None	None	5,257,973
212405	CA Department of Transportation 1727 30th Street Sacramento. CA 95816	Hwy 395 Overlay Contract #: 09-295504 Kern and Inyo Counties. CA AC Overlay, cold planing, shoulder backing and striping (Approx 9 miles)	Chris Talbot (760) 872-0794 (760) 872-0738 (F)	None	None	None	None	9,377,041
212419	CA Department of Transportation 1727 30th Street Sacramento. CA 95816	SR 58 from Cache Creek Br to Airport RD Contract #: 06-243424 Mojave and Kern Counties. CA AC Overlay, cold planing, shoulder backing and striping (approx 5 miles)	Jim Burford (661) 859-2429 (661) 395-3854 (F)	None	None	None	None	4,000,222
212440	CA Department of Transportation 1727 30th Street Sacramento. CA 95816	Hwy 395 Near Olancha Contract #: 09-301404 Inyo County. CA Resurface roadway with rubberized AC, grading, AC paving, shoulder backing and striping	Chris Talbot (760) 872-0601 (760) 872-0738 (F)	None	None	None	None	3,375,020
214513	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier. CA 90601	Westlake Farms Access Rd Contract #: None Kettleman City. CA Earthwork for access road, including cross drainage culverts, subgrade, base rock and paving	Melissa Fischer (562) 699-7411 (562) 699-4515 (F)	None	None	None	None	3,580,902

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2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
214531	CA Department of Transportation 8530 W. Rosevelt Visalia, CA 93291	Hwy 41 Rubber Overlay Contract #: 06-364604 Stratford, CA Widen highway 5FT-7FT. grind & pave 17,000 TNs of asphalt 11,000 TNs rubber AC Overlay and 6,000 TNs shoulder paving	Kris Kuhl (916) 227-6300 (916) 227-6282 (F)	None	None	None	None	4,188,200
215547	Tracy, City of 520 Tracy Boulevard Tracy, CA 95376	FG City of Tracy-Various streets downtown Contract #: CIP 7966 Tracy, CA Street Rehabilitation including demolition of concrete, grading, utilities and AC paving including 90,000 SF concrete. Sewer: 4,700 LF 4" - 15" ductile iron and VCP. 3,600 LF ductile iron and RCP; Water: 4,750 LF 2" - 12" ductile iron. 9,500 TNs AC paving and 16,275 TNs aggregate base.	Paul Verma (209) 831-4460 (209) 831-4430 (F)	B K F 2737 N Main St. #200 Walnut Creek, CA 94596	Robert Stevens (925) 940-2200 (925) 940-2299 (F)	None	None	8,347,373
215559	San Joaquin County P O Box 1810 Stockton, CA 95201-1810	AJ Lower Sacramento Road Improvements Contract #: 040384/Job # 22520 Tracy, CA Street Rehabilitation including Demolition of Concrete Grading, utilities and AC paving, storm drain:1,400 LF 12"-18" RCP, water: 850 LF 8" PVC, 12,600 SF sidewalk, 6,150 TN AC paving, 3,300 LF curb, gutter and sidewalk	Dave Mendoza (209) 468-3022 (209) 953-7424 (F)	Mark Thomas & Co 7300 Folsom Blvd. Suite 203 Sacramento, CA 95828	Various (916) 381-9100 (916) 381-9180 (F)	None	None	3,244,635
215560	Lathrop, City of 390 Towne Centre Drive Lathrop, CA 95330	FG Louise/Harlan Rehab & Slurry Contract #: CIP PS04-06 Lathrop, CA Street overlay, asphalt, concrete and seal. 12,800 CY excavation, 14,550 TN aggregate base. 9,750 TN AC paving 540 CY concrete paving and slurry seal	Jim Constantini (209) 941-7200 (209) 941-7219 (F)	T Y Lin International 1440 Broadway, Ste 402 Oakland, CA 94612	Various (510) 267-1807 Fax # Not Available	None	None	3,473,470
215617	Department of Water Resources 1801 6th Street Sacramento, CA 95814	DWR Emergency Levee Repair-Emergency Response Contract #: 0620- C-51331 Suisun, CA Raise levee: 20,000 TNs Import 9,000 TNs Class 2 Aggregate base. Mossdale - Flood Fight Response 40,000 TNs import	Jim Petty (916) 445-2533 (916) 445-8427 (F)	None	None	None	None	5,606,666

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
216049	NV Department of Transportation 1301 Hot Springs Road Carson City, NV 89706	Carson NDOT Overlays Contract #: 3211 Carson City, NV Project included 290,000 cy of cold milling, 34,900 TN of AC paving, 11,400 TN of open grade surface. Lowering and raising 111 utilities (manholes/valves), 1,836 LF type B glue down curb/gutter, 268 LF of type 1 curb/gutter, 130 LF of type 4 curb/gutter, 377 SF of sidewalk and 808 SF of concrete ramp. Include striping, signage, guardrail and 36 video image detection cameras, 10 piezo electric sensors, 18 vehicle traffic classifier, 119 loop detectors	Stephen Lant (775) 888-7000 (775) 888-7501 (F)	None	None	None	None	4,988,504
216052	Tahoe Truckee Unified School District 11839 Donner Pass Road Truckee, CA 96161	North Tahoe High School Phase 2 Contract #: 01087 Tahoe City, CA The project's scope included the importation and placement of embankment, installation of small diameter water, sewer storm drain (all +/- 2,000 LF). Additional work included site grading and asphalt paving of access road and future parking area	Anna Klovdal (TTSD) (530) 582-2539 (530) 582-7606 (F)	Murry & Downs 3025 Sacramento Street Placerville, CA 95667	Jim Daugherty (530) 546-3381 No Fax Known	Rudolph & Sletten 1504 Eureka Road, Suite 200 Roseville, CA 95661-3058	Renton Kreling (530) 581-7093 (530) 581-7098 (F)	3,555,197
216077	NV Department of Transportation 1263 S. Stewart Street Carson City, NV 89712	V & T Railroad (Phase 1) Contract #: 3254 Virginia City, NV Project included the mass earthwork, drainage improvements MSE walls, underground, and rail for a new steam locomotive tourist railroad line. Mass earthwork 350,000 CY. Pipe work consisted of 3 runs totaling 130 feet and ranged in size from 18" to 36" shallow RCP	Dave Titzel / Reid Kaiser (775) 888-7000 (775) 888-7501 (F)	Carter And Burgess Inc 1027 South Carson Street Carson City, NV	Steve Oxoby (775) 841-9600 Fax # Not Available	Stantec Consulting 6980 Sierra Center Parkway #100 Reno, NV 89511	Bill Vogel - Assist Resident (775) 888-7000 (775) 888-7501 (F)	4,111,747
216082	NV Department of Transportation 320 Western Road, Ste 2 Reno, NV 89506	Cold Springs Contract #: 3264 Reno, NV Project consisted of cold milling and replacement of existing asphalt surfacing.	Dave Titzel (775) 888-7000 (775) 888-7501 (F)	HDR Engineering 320 Western Road, Suite 2 Reno, NV	Mike Glock (775) 853-9548 (775) 322-9599 (F) mike.glock@hdrinc.com	HDR Engineering 320 Western Road, Suite 2 Reno, NV	Mike Glock (775) 853-9548 (775) 322-9599 (F) mike.glock@hdrinc.com	4,977,498
216092	NV Department of Transportation 320 Western Road Reno, NV 89506	Trucklane - NDOT 3272 Contract #: 3272 Reno, NV Consisted of cold milling, 35,000 TNs of aggregate base and 12,000 TNs of asphalt paving	Mike Glock HDR Engineering (775) 853-9548 (775) 322-9599 (F) Mike.Glock@hdrinc.com	PBS&J 5310 Kietzke Lane, Suite 101 Reno, NV 89509	Jim Dodson (775) 848-1622 (775) 848-1626 (F) jdodson@pbsj.com	HDR Engineering 320 Western Road, Suite 2 Reno, NV	Mike Glock (775) 853-9548 (775) 322-9599 (F) Mike.Glock@hdrinc.com	4,763,992

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
217424	Sahuarita, Town Of P O Box 879 Sahuarita, AZ 85629	Phase I - La Canada Dr Contract #: DPW-03/04-RPC1 Sahuarita, AZ 2 mile road reconstruction. excavation, concrete box culverts. AC paving Storm drain: 2.138 LF 24" - 24" RCP 2; 3,891 LF 30" - 48" RCP	Wade Newsom (520) 829-7728 (520) 829-7738 (F)	Catalina Engineering 180 W. Magee Road, Ste 140 Tucson, AZ 85704	No Contact Person (520) 544-4067 (520) 544-9616 (F)	None	None	5,730,137
217431	Tucson, City of P O Box 27210 Tucson, AZ 85726	JOC For Roadway Construction Contract #: 042096-01 Tucson, AZ Individual job orders for misc work, grading, road base. AC paving, flatwork, concrete curb	Jesse Gutierrez (520) 791-5100 (520) 400-1566 (C) (520) 791-4939 (F)	None	None	None	None	3,990,000
217433	AZ Dept. of Transportation 1651 W Jackson Street Room 121F Phoenix, AZ 85007	I-10 Marana To Cortaro Contract #: 010 PM 236 H458201C Tucson, AZ Traffic Interchanges; 6 mile addition of 3rd median travel lane, mass excavation, import borrow, grading, road base. AASHTO girder bridge widening, AC paving, guard rail and signs	Ana Olivares (520) 620-5411 (520) 628-5603 (F) Aolivares@ardot.gov Tony Hanna (520) 838-5830	None	None	None	None	21,615,513
217434	Pima, County of 1313 S Mission Road Tucson, AZ 85713	Catalina Highway, Tanque Verde Rd to Houghton Rd Work Order #: 4CHTVH Tucson, AZ Road construction and underground, water lines, storm drains, grading, AC paving, structural concrete and landscaping. Pipe work: 4,500 LF 6" - 12" PVC, 4,500 LF 24" - 48" CMP.	Thomas Kilgus, P E (520) 954-3398 (520) 243-2915 (F) Tom Kilgus@dot.pima.gov	Castro Engineering Corp 3580 W Ina Road, Suite 200 Tucson, AZ 85741	John Little, P E - Project Mgr (520) 293-2550 (520) 293-2115 (F) jlliteer@castroeng.com	None	None	4,830,000
217437	AZ Dept. of Transportation 1651 W Jackson Street Room 121F Phoenix, AZ 85007	I-19 Duvall Mine Road T I Contract #: TRACS: H5104 01C PROJ: 019-A(013) Sahuarita, AZ Bridge and road traffic interchange. Demo and reconstruct AASHTO girder bridge, mass excavation, import borrow, grading, road base, concrete walls, AC paving. Pipe work: 3,230 LF 18"-36" CMP; 818 LF 24"-36" RCP	Ken Damgaard (520) 838-5845 (520) 682-5603 (F)	None	None	None	None	12,601,000
217466	Sierra Vista, City of 1011 N Coronado Drive Sierra Vista, AZ 85635	Taxiway J Extension Contract #: PW-0520 Sierra Vista, AZ New PCCP taxiway; work scope Included mass excavation, drainage pipe, grading, base, PCCP with portable batch plant. AC paving, electrical, signs, and seeding	Irene Norlega (520) 458-3315 (520) 458-0584 (F)	Z&H Engineering 717 West Dunlap Ave Suite 100 Phoenix, AZ 85021	Lance McIntosh (602) 997-7536 (602) 997-7592 (F) Email zheng@qwest.net	Same	Same	3,236,549

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
217468	AZ Dept. of Transportation 1651 W Jackson Street Room 121F Phoenix, AZ 85007	Nogales Primary Connection (SR 189) - Mariposa Rd Port of Entry Contract #: TRACS: 189SC000H528206C Nogales, AZ Add 2 Truck Lanes To Mariposa Project Included: 50,000 CY of borrow. asphaltic concrete. and Portland Cement paving	Rod Lane (520) 419-2644 (520) 628-5278 (F)	Tetra Tech, Inc. 33 North Stone Ave., Suite 1500 Tucson, AZ 85701-1413	Alfred Zuniga (520) 204-7534 (520) 884-5278 (F)	None	None	3,613,000
217484	AZ Dept. of Transportation 1651 W Jackson Street Rm 121F Phoenix, AZ 85007	Benson-Douglas Highway (SR-80) Contract #: Tracs: 080 CH 293 H636001C Project #: STP 080-A(012)A Benson to Apache Powder Road, AZ 5-miles of AC mill and overlay. with 15 cast in place box culvert extensions	James Cunningham (520) 586-2949 (520) 586-3538 (F) JCunningham@azdot.gov	None	None	None	None	4,430,000
217494	City of Willcox 250 N Railroad Ave. Willcox, AZ 85643-2198	Arizona Avenue Improvements Contract #: 2005-002 Willcox, AZ Project to reconstruct approx 9,000 LF of roadway Roadway includes lime treated base, aggregate base course, new curbing, valley gutter, asphalt, sewer & water work.	Ryan Benevidas (520) 384-6447 (520) 384-5349 (F)	Jevas Engineering 735 S Pine Ave Safford, AZ 85546	Brian Jevas (928) 384 9916 (928) 384-9966 (F)	None	None	3,311,000
219383	Dublin, City of 100 Civic Plaza Dublin, CA 94568	Dublin Blvd Widening Contract #: 01-10 Dublin, CA Street widening, bridgework, grading, asphalt paving, drainage, minor grading, landscape, storm: 23 LF 15" RCP, 105 LF 18" RCP, recycled water line: 1,526 LF 4" PVC, sidewalk demo, roadway excavation, grading, bridge widening joint trench, storm drain system, recycle water line, digouts, paving fabric, AC overlay, adjustment for utilities, monuments, installation of traffic loops, landscape, sidewalks, curb, gutter and rock slope protection	Fred Del Rosario (925) 833-6630 (925) 829-9248 (F)	Washington Infrastructure 2633 Camino Ramon San Ramon, CA 94583	Mike Shaaf (925) 275-9870 (925) 275-9930 (F)	T R S 500 Executive Parkway Suite 10 San Ramon, CA 94583	Mike Shaaf (925) 275-9870 (925) 275-9930 (F)	3,920,457
219417	County of San Mateo 455 County Center 5th Floor Redwood City, CA 94063-1663	San Mateo Youth Center Contract #: 8488 San Mateo County, CA Sitework, mass grading 150,000CY of dirt, rough grading on streets, lime treated pads	James Sowerborwer (650) 363-4658 (650) 363-4832 (F)	None	None	Turner Construction Company 1625 Clay St Oakland, CA, 94612-1531	Jonnie Esser (510) 267-8100 (510) 267-0787 (F)	3,053,764

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
227069	El Centro, City of 1275 Main Street El Centro, CA 92243	LLC EC Alder Canal Sewer Main Contract #: None El Centro, CA New Trunk Sewer/Lift Station 2 structures consisting of 38' x 38' and 40' in ground housing. 3 new pumps Pipe is PW Eagle Ultracore in 18", 20", 24", 27" & 36"	Randy Hines (760) 337-4522 (760) 337-3172 (F)	Parsons Engineering 110 West "A" St., Suite 1050 San Diego, CA 92101	Daniel Duprey (619) 687-0400 Fax # Not Available	Nolte Engineering 444S 8th Street, Suite C-1 El Centro, CA 92243	David Dale (760) 482-9300 Fax # Not Available	4,202,896
227100	Imperial City of 420 South Imperial Avenue Imperial, CA 92251	JJL Imperial R-17 A Street Improvements Contract #: 2005-06 Imperial, CA Sidewalks, curb and gutter, driveway, base and AC pave	Jackie Loper (760) 355-1152 (760) 355-4718 (F)	None	None	None	None	3,248,174
227107	CA Department of Transportation P O Box 85406 San Diego, CA 92186	Mac Rt 86 Arhm Ovrlly 11-235504 Contract #: 11-235504 Imperial County, CA Rubber overlay	Greg McClendon (760) 355-8666 (760) 355-0987 (F)	None	None	None	None	17,158,077
227109	CA Department of Transportation P O Box 85406 San Diego, CA 92186	BKR Rt 98 Hwy/Bridge 11-229024 Contract #: 11-229024 Imperial County, CA Highway and bridge reconstruction, excavation, backfill, 2,000 TNs AC paving approaches to bridge, cold plan, erosion control, bridge removal, aggregate base, striping	Greg McClendon, R E (760) 594-2115 (760) 355-0987 (F)	None	None	None	None	4,148,903
228150	CA Department of Transportation 464 W Fourth St., 6th Floor San Bernardino, CA 92401	GRS Rt 62 Morongo VL 08-359024 Contract #: 08-359024 San Bernardino County, CA Road widening and realignment, excavation, import borrow, cold plane, erosion control, AC paving, drainage, slope protection, curb and gutter, striping and lighting. Pipe work: 46mm of 600mm RCP; 5m of 600mm CSP; 7m of 750mm CSP; 4m of 1600mm CSP Arch; 13.5m of 300mm CSP, 17m of 450 mm CSP downdrain	Alfonso Gonzales, R E (951) 922-1728 (951) 922-1496 (F)	None	None	None	None	9,724,566
232249	UT Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	7800 S Reconstruction Contract #: STP-HPP-0048(14)9 West Jordan, UT Minor Widening, 1,650 mm reinforced concrete pipe culvert class C, HMA19.0 mm, traffic control, PMSC (plant mix seal coat), OGSC (open grade surface course), grading, excavation, storm: 66" RCP, sewer: 8" PVC, water: 16" cast-iron, landscape, curb and gutter	Josh VanJura (801) 910-2560 (801) 975-4859 (F)	None	None	None	None	9,332,893

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

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				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
232261	Salt Lake City Department of Airports AMF P.O. Box 22084 Salt Lake City, UT 84122	Runway 16L - 34R Contract #: 54 1008 0730 Salt Lake City, UT Mill and 4" Asphalt overlay. Hot Mix Asphalt. electrical lighting	Steve Smith (801) 575-2400 (801) 575-2679 (F)	None	None	None	None	4,994,057
232288	UT Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	I-80; Milepost 53 to 60 Contract #: IM-80-1(36)50 Salt Lake City, UT Bituminous pavement. mill and AC paving. bridge rehabilitation. pothole patching. membrane and new HMA overlay with pavement marking tape.	Ed Rock (801) 975-4856 (801) 975-4880 (F)	None	None	None	None	4,174,759
232333	UT Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	11400 South State St. Contract #: STP-2060(1)0 Draper, UT Road Reconstruction. 5,210 LF 16" - 54" concrete pipe. widening and complete rebuild. Place 1,700 LF of 54" storm drains 20" deep underneath State Street. Traffic signals. curb and gutter. sidewalk and patterned park strip.	Steva Poulsen (801) 476-0667 (801) 376-0179 (F)	Horrocks Engineers One West Main P.O. Box 377 American Fork, Utah 84003	Rex Harrison 801-763-5100 801-763-5101- fax Rex@horrocks.com	Horrocks Engineers One West Main P.O. Box 377 American Fork, Utah 84003	Rex Harrison 801-763-5100 801-763-5101 (F) Rex@horrocks.com	3,918,570
234324	UT Department of Transportation 166 West Southwell St Ogden, UT 84404	I-84; Sr 26 To Sr 89 Contract #: IM 84-6(84)44 Riverdale/Uintah, UT Asphalt shoulder replacement. 4" milling and overlay. profile grinding on I-84 mainline. microsurfacing. bridge rehabilitation	Steve Niebergall (801) 479-4510 (801) 476-0667 (F)	None	None	None	None	4,483,900
310020	Lubbock, City of 1625 13th St Lubbock, TX 79401	Milwaukee Ave Paving Contract #: 5887 Lubbock, TX Paving Improvements: MOT, striping, erosion control, landscape, pavement demo, signage, flatwork, excavation/emb/grade, pavement base, and PCC and AC paving. Pipe work included: 875 LF of 24" RCP, 3,350 LF of 5x3 - 6x3 RCB, 19,975 LF of 2" - 30" PVC, 1,100 LF of 24" - 27" Steel, 5,800 LF of 6" - 15" SWR.	Larry Hertel, PE (806) 775-2347 (806) 775-3074 (F) lhertel@mail.ci.lubbock.tx.us	Design Engineer Parkhill, Smith, & Cooper INC 4222 85th St. Lubbock, TX 79423	Gary Dawson, PE (806) 432-2200 (806) 473-3500 (F) gdawson@team-psc.com	None	None	18,094,079

Granite Construction Company
2006 Public Works Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Architect, Engineer, Designer		Construction Management		Contract Amount
				Name of Firm	Contact Person, Phone, Fax & E-mail	Name of Firm	Contact Person, Phone, Fax & E-mail	
330004	NC Department of Transportation Construction Unit 1543 Mail Service Center Raleigh, NC 27699	Durham I-40 Contract#: B T1352601 Durham, NC Concrete pavement removal, excavation and grading, storm sewer drainage - RC pipe and inlets, asphalt & concrete paving, traffic control, 13 bridge widenings, sheet pile, h-pile, drilled shafts, intelligent traffic systems, temporary concrete traffic barrier, cast in place median barrier, overhead sign assemblies	Stewart Baird, PE (Roadway Design) (919) 380-8750 (919) 380-8752 (F) Thomas L. Crabtree II (Structure Design) (919) 851-6866 (919) 851-7024 (F) David R. Ruggles Charles P. Lewis (919) 380-8750 Fax # Not Available	Stewart Engineering (Roadway Design) P O Box 12054 Research Triangle Park, NC 27709 DS Atlantic (Structure Design) 801 Jones Franklin Road, Ste 300 Raleigh, NC 27606 Dewberry & Davis, inc 2301 Rexwoods Dr., Suite 200 Raleigh, NC 27607-3366	Stewart Baird, PE (919) 380-8750 (919) 380-8752 (F) David R. Ruggles Charles P. Lewis (919) 380-8750 (919) 380-8752 (F) Thomas L. Crabtree II (919) 851-6866 (919) 851-7024 (F) Robert C. Larson (919) 881-9939 (919) 881-9923 (F)	None	None	50,950,000
370804	FL Department of Transportation 605 Suwanee St. Tallahassee, FL 32399	St. John's River Bridge Contract #: 242702-1-52-01 Seminole County, FL Widening of I-4 from 4 to 6 lanes approximately 6.7 miles Replacing the existing bridge over the St. Johns River, existing bridge over Orange Blvd/CSX Railroad. Partial reconstruction of Orange Blvd Interchange, widening existing bridges at Padgett Creek and Dirksen/Debary Rd, replacing the Enterprise Rd Bridge, constructing the associated drainage facilities, intelligent transportation systems, and other miscellaneous items. MOT flatwork, signage, striping, erosion control, landscaping, structure and pavement demo, piling, pipe work, excavation/backfill/stabilize/grade, structural concrete, electrical, base AC paving.	Steve Noppinger (URS Corp) (407) 422-0353 (407) 423-2695 (F)	URS Corporation 315 E. Robinson St. Suite 245 Orlando, FL 32801	Steve Noppinger (407) 422-0353 (407) 423-2695 (F)	None	None	75,175,608

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 12, 2007
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF REQUEST TO OPERATE THE HOMELESS SHELTER SHUTTLE

ACTION REQUESTED AT THE OCTOBER 12, 2007 BOARD MEETING

I. RECOMMENDED ACTION

Staff recommends that the staff be authorized to operate the Armory Shuttle this year for the Homeless Center provided that the Homeless Center can fully fund the costs associated with its operation.

II. SUMMARY OF ISSUES

- In the past, METRO has operated the Armory Shuttle providing service to the Homeless Center in transporting individuals to the Armory.
- When it was established, the operating costs were paid for through an arrangement where the Homeless Center was able to pay for tickets for people to ride the route. Ridership was sufficient to cover operating costs.
- Three years ago, the Homeless Center ran out of money, and the service operated for about one month with no revenue.
- As a result, the method of operating the service was changed, allowing for the service to be stopped if funds are cut
- Last year a contract was put in place with the Homeless Shelter that subsidized any deficit.

III. DISCUSSION

In approximately 1999, METRO started operation of the Armory Shuttle, a route that operated for five months from the Homeless Center to the Santa Cruz National Guard Armory in Delaveaga Park. When it was set up, the Homeless Center used funds it had to pay for tickets for people to ride the route. These revenues from these tickets were enough to pay for the route's operation.

Three years ago, the Homeless Center ran out of its funding and they could not pay for the last 30 days of operations. Since the work was published in Headways, the service ran without any revenue causing METRO to have to subsidize the route.

In order to make allowances for any funding shortfall and to allow for flexibility in the operation of the route, METRO placed a note in Headways stating that should there be no funding the route would not operate. Further the route is operated off the Extra Board as a tripper so that it can be discontinued mid-bid.

The Homeless Shelter has indicated a desire to operate the service again this year. The cost per hour will be \$85.23 per hour due to the need to keep our options open should funding not be sufficient to operate the entire bid. This change will mean that the Armory Shuttle will not cover operating expenses. The cost of the service is approximately \$35,456.

Staff is recommending that the Board of Directors authorize staff to contract with the Homeless Shelter similar to last year and allow the Homeless Shelter to cover any deficit from the service.

IV. FINANCIAL CONSIDERATIONS

There is no financial impact as revenues from rides and the subsidy provided by the Homeless Shelter

V. ATTACHMENTS

NONE