

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
SEPTEMBER 22, 2006 (Fourth Friday of Each Month)
CITY HALL COUNCIL CHAMBERS
809 CENTER STREET
SANTA CRUZ, CALIFORNIA
9:00 a.m. – Noon

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. George Dondero, Exec. Dir., SCCRTC Re: Public Transit Resources
 - b. Louise Barnes Re: Service Complaints**
 - c. Patricia A. Spence Re: TFTF Resignation**
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 11 & 25, 2006
Minutes: **ARE INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2006
Report: Attached
- 5-3. ACCEPT AND FILE AUGUST 2006 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT WILL BE DISTRIBUTED AT THE SEPTEMBER 22, 2006 BOARD MEETING. PAGE 4 OF THE RIDERSHIP REPORT IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: **DELETED: SETTLEMENT REACHED**
(DENY THE CLAIM OF AMERIPRISE (NGUYEN), CLAIM #06-0017)
DENY THE CLAIM OF COUNTY OF SANTA CRUZ, CLAIM #06-0025

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 20, 2006 AND MINUTES OF JULY 19, 2006
Agenda/Minutes: **REVISED AGENDA IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2006; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$649,817 FOR CARRYOVER IN THE FY 06-07 BUDGET, \$143,221 FOR LIABILITY INSURANCE RESERVES, \$434,812 FOR WORKERS' COMPENSATION RESERVES; \$77,697 FOR BUS OPERATOR WAGE ADJUSTMENT RESERVES, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS
(TITLE AMENDED FROM SEPTEMBER 8, 2006 AGENDA)
Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2006
Report: Attached
- 5-9. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2006
Staff Report: Attached
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JULY 2006
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2006 MEETING(S)
Staff report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-12. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**
- 5-13. CONSIDERATION OF AUTHORIZING THE DISPOSAL OF ONE 1986 SERVICE TRUCK, ONE 1985 SERVICE VAN, ONE 1986 SERVICE VAN, TWO (2) 1985 PICK-UP TRUCKS, AND ASSOCIATED PARTS

Staff Report: Attached

- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CLAREMONT BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM

Staff Report: Attached

- 5-15. CONSIDERATION OF APPROVAL OF CALPERS **RESOLUTIONS** TO FIX THE DISTRICT'S MEDICAL PREMIUM CONTRIBUTION RATES FOR SEIU AND UTU FIXED ROUTE

(Moved to Consent Agenda at the September 8, 2006 Board Meeting. Retained original numbering as Item #9)

- 5-16. **CONSIDERATION OF SUPPORT FOR THE CITY OF SANTA CRUZ GRANT APPLICATION FOR A BAY CORRIDOR MULTI-MODAL PLANNING STUDY**

Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**

- 5-17. **CONSIDERATION OF APPROVAL OF PARATRANSIT CLASS SPECIFICATION (JOB DESCRIPTION) FOR PARATRANSIT DISPATCHER**

Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**

- 5-18. **ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SALE OF REAL PROPERTY LOCATED AT 25 SAKATA LANE, WATSONVILLE, CA**

Notice: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**

- 5-19. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE WITH FARINOSH SALILI FOR SUITE C AT PACIFIC STATION**

Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD PACKET**

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

Presented by: Chair Rotkin

Staff Report: Attached

7. **PUBLIC HEARING:** CONSIDERATION OF MODIFICATIONS TO THE PARATRANSIT PLAN REFERRED TO AS THE PARACRUZ CUSTOMER GUIDE

Presented by: Steve Paulson, Paratransit Administrator

- Staff Report: **REVISED STAFF REPORT IS INCLUDED IN THE
SEPTEMBER 22, 2006 BOARD PACKET
PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M.**
8. **DELETED: ACTION TAKEN AT THE SEPTEMBER 8, 2006 BOARD MEETING**
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
CONTRACT FOR THE PURCHASE OF AN EMERGENCY GENERATOR FOR THE
ENCINAL OFFICES)
9. **MOVED TO THE CONSENT AGENDA AS ITEM # 5-15**
10. **DELETED: PRESENTATION TOOK PLACE AT THE SEPTEMBER 8, 2006
BOARD MEETING** (ACCEPT REPORT ON FEDERAL LEGISLATION FROM
CAROLYN CHANEY OF CHANEY & ASSOCIATES, WASHINGTON, DC)
11. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE
A CONTRACT FOR THE PREPARATION OF A SHORT RANGE TRANSIT PLAN**
Presented By: Tom Stickel, Maintenance Manager
Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD
PACKET**
12. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE
A CONTRACT FOR THE REPLACEMENT OF THE SLIDING AND SWING DOORS
AT PACIFIC STATION**
Presented By: Tom Stickel, Maintenance Manager
Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD
PACKET**
13. **CONSIDERATION OF ADOPTING POSITIONS OF SUPPORT FOR STATE
BALLOT PROPOSITIONS 1A, 1B, 1C, 87, AND A POSITION OF OPPOSITION
FOR PROPOSITION 90**
Presented By: Leslie R. White, General Manager
Staff Report: **IS INCLUDED IN THE SEPTEMBER 22, 2006 BOARD
PACKET**
14. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
15. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

(Pursuant to Government Code Section 54957.6)

- a. Agency Negotiator: Leslie R. White, General Manager
 1. Employee Organization: Service Employees International Union (SEIU), Local 415
 - b. Agency Negotiator: Leslie R. White, General Manager
 1. Employee Organization: United Transportation Union (UTU), Local 23, Fixed Route Division
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
- a. Name of Case: Steven E. Davidson, et al, vs. Santa Cruz Metropolitan Transit District
(Before the California Unemployment Insurance Appeals Board)

Case No. 1709584, et al
Santa Cruz METRO Transit Employer Account No. 699-0983
 - b. Name of Case: April Short vs. Santa Cruz METRO
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Significant exposure to litigation exists pursuant to Government Code Section 54956.9 (b) (1))
- a. Number of Cases: One

SECTION III: RECONVENE TO OPEN SESSION

16. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: SEPTEMBER 22, 2006

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE SEPTEMBER 22, 2006 BOARD MEETING AGENDA

SECTION I:

OPEN SESSION:

ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION
(Insert new Written Communication)

CONSENT AGENDA:

ADD TO ITEM #5-1

APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 11 &
25, 2006
(Insert Minutes)

ADD TO ITEM #5-3

ACCEPT AND FILE AUGUST 2006 RIDERSHIP REPORT
(Insert Page 4)
(Page 1 will be distributed at the September 22, 2006 Board Meeting)

ADD TO ITEM #5-4

CONSIDERATION OF TORT CLAIMS
(Delete Claim #06-0019; Insert Claim #06-0025)

ADD TO ITEM #5-5

ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC)
AGENDA FOR SEPTEMBER 20, 2006 AND MINUTES OF JULY 19,
2006
(Replace existing Agenda with REVISED Agenda)

INSERT ITEM #5-6

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY
2006 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

INSERT ITEM #5-7

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR
JUNE 2006; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE
AMOUNT OF \$649,817 FOR CARRYOVER IN THE FY 06-07 BUDGET,
\$143,221 FOR LIABILITY INSURANCE RESERVES, \$434,812 FOR
WORKERS' COMPENSATION RESERVES; \$77,697 FOR BUS
OPERATOR WAGE ADJUSTMENT RESERVES, AND THE
REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION
OF SCHEDULE OF RESERVE ACCOUNTS
(TITLE AMENDED FROM SEPTEMBER 8, 2006 AGENDA)
(Insert Staff Report)

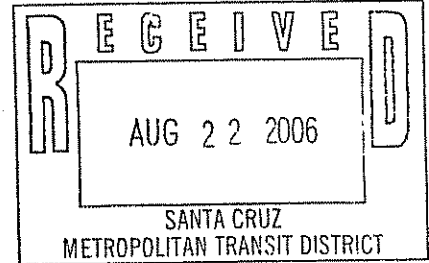
- INSERT ITEM #5-11** ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2006 MEETING(S)
(Insert Staff Report)
- INSERT ITEM #5-12** ACCEPT AND FILE METROBASE STATUS REPORT
(Insert Staff Report)
- ADD ITEM #5-16** CONSIDERATION OF SUPPORT FOR THE CITY OF SANTA CRUZ GRANT APPLICATION FOR A BAY CORRIDOR MULTI-MODAL PLANNING STUDY
(Insert Staff Report)
- ADD ITEM #5-17** CONSIDERATION OF APPROVAL OF PARATRANSIT CLASS SPECIFICATION (JOB DESCRIPTION) FOR PARATRANSIT DISPATCHER
(Insert Staff Report)
- ADD ITEM #5-18** ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SALE OF REAL PROPERTY LOCATED AT 25 SAKATA LANE, WATSONVILLE, CA
(Insert Notice)
- ADD ITEM #5-19** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE WITH FARINOSH SALILI FOR SUITE C AT PACIFIC STATION
(Insert Staff Report)
- REGULAR AGENDA:**
REPLACE ITEM #7 **PUBLIC HEARING:** CONSIDERATION OF MODIFICATIONS TO THE PARATRANSIT PLAN REFERRED TO AS THE PARACRUZ CUSTOMER GUIDE
(Replace existing Staff Report with REVISED Staff Report)
- DELETE ITEM #8** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF AN EMERGENCY GENERATOR FOR THE ENCINAL OFFICES
(Deleted: Action taken at the September 8, 2006 Board Meeting)
- DELETE ITEM #10** ACCEPT REPORT ON FEDERAL LEGISLATION FROM CAROLYN CHANEY OF CHANEY & ASSOCIATES, WASHINGTON, DC
(Deleted: Presentation took place at the September 8, 2006 Board Meeting)

- ADD ITEM #11** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PREPARATION OF A SHORT RANGE TRANSIT PLAN**
(Insert Staff Report)
- ADD ITEM #12** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE REPLACEMENT OF THE SLIDING AND SWING DOORS AT PACIFIC STATION**
(Insert Staff Report)
- ADD ITEM #13** **CONSIDERATION OF ADOPTING POSITIONS OF SUPPORT FOR STATE BALLOT PROPOSITIONS 1A, 1B, 1C, 87, AND A POSITION OF OPPOSITION FOR PROPOSITION 90**
(Insert Staff Report)

August 18, 2006

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFE)

Virginia Johnson, Chair
County Energy Commission
701 Ocean Street, Room 330
Santa Cruz, CA 96060



RAIL/TRAIL
AUTHORITY

RE: Letter regarding Public Transit Resources

COMMUTE
SOLUTIONS

Dear Ms. Johnson:

TRANSPORTATION
POLICY WORKSHOP

We have received a copy of your letter to the Board of Supervisors dated July 5, 2006. The letter recommends that the Santa Cruz County Regional Transportation Commission (RTC) reduce the rate at which energy is consumed by prioritizing the enhancement of public transit resources, particularly Metro Bus service. In addition the letter requests that future new local funding mechanisms and projects identified by the Transportation Funding Task Force emphasize public transit and carpool services and facilities. The Energy Commission's letter was provided to the RTC and will be forwarded to the Transportation Funding Task Force.

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

The Regional Transportation Commission (RTC) has continually placed a high emphasis on developing and maintaining a multi-modal transportation system, including transit service and carpool programs. Through the regional transportation planning process, the most current of which is the *2005 Regional Transportation Plan*, the RTC has established several goals and policies related to maintaining and improving these systems. One of the RTC's goals is to increase the efficiency of the existing transportation system. One of the related policies is to "ensure that transportation projects either contribute to improved regional air quality and reduced energy consumption or, at a minimum, do not worsen existing conditions."

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

BICYCLE COMMITTEE

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

In support of the region's transit system, the RTC designates 85.5% of the region's Transportation Development Act funds (1/4 cent sales tax) to the Santa Cruz Metropolitan Transit District¹. This fiscal year, approximately \$5.9 million will be allocated to transit from Transportation Development Act funds and an additional \$4.7 million in State Transit Assistance funds.

Early this year, the RTC designated an additional \$12.5 million of the region's share of new State Transportation Improvement Program (STIP) funds to

various Transit District capital projects, including conversion/replacement of diesel buses with Compressed Natural Gas (CNG) vehicles.

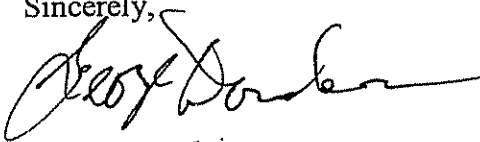
Unfortunately, even with the existing funding sources – a separate ½ cent sales tax that is dedicated to the Santa Cruz Metropolitan Transit District, the Transportation Development Act (1/4 cent sales tax) funds allocated to the bus system, and various funds that are available for capital transit projects – resources for transit service expansion are extremely constrained. These funds, as with the majority of transportation funds, are dependent on the economy and fluctuate with good and bad economic times. The Transportation Funding Task Force will be asked to consider these funding challenges in developing its recommendations.

In support of carpool services and facilities, the RTC funds and operates the regional rideshare program, Commute Solutions (831/429-POOL). This program helps travelers form carpools and vanpools. The RTC also encourages and promotes use of the 7 park-and-rides lots located throughout the County. Finally, the RTC is currently studying options to expand facilities in Santa Cruz County to encourage the use of more efficient alternatives to the single occupant vehicle, including park-and-ride lots and the possible addition of a carpool lane along Highway 1.

The RTC is committed to continue funding to the region's transit system and promoting transit use, carpooling, and other forms of alternative transportation which will help reduce our community's consumption of energy.

Thank you for your efforts to ensure that county resources are allocated in accordance with energy efficient principals.

Sincerely,



George Dondero
Executive Director

Cc: Les White, Santa Cruz Metropolitan Transit District, Director
Mike Rotkin, Santa Cruz Metropolitan Transit District Chair
Ellen Pirie, Santa Cruz Regional Transportation Commission Chair
Mark Stone, Board of Supervisors, Chair
Fred Keeley, Transportation Funding Task Force, Convener

Attachments:

- 7/5/06 letter from the Energy Commission to County Supervisors
- 7/26/06 letter from County Supervisors to the Energy Commission

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85.5% of the remaining funds after RTC administrative and planning funds are allocated from the TDA.

2-a.2

**Legible transcription of Louise Barnes' letter to the Board of Directors
received September 6, 2006:**

– Metro wants to know – 9/3/06

To whom it may concern;

It seems in order to get your attn.

we have to contact you, as a Bus
service, any way we can to make it known
our complaints about your service/drivers
and your Lack of PR. I have

long complained about your mouthy,
sarcastic, uncooperative drivers and their
Bad manners, rudeness, and general

“Bad attitude.” A few in ea. group are
helpful and nice people, the others are not

Your Latino drivers (and you have too many of em)
know nothing of PR nor do they care.

They only do for their own race on the Bus
not us whites – their all guilty of starting up
before we're seated, and pay no attn. To our
complaints when we note their own race's noisy
constant loud chatter and don't give up
seating for Seniors/disabled as is Your rule?

That's only a start: your Black drivers are
arrogant and indifferent to us and your
Asian drivers are unfriendly and indifferent. For
a start, they won't answer us when we ask
questions – and none of em will let us use
the ramp when we need to. I have a loaded
shopping cart, yet I can't use the ramp to
help me board/or leave – they don't help us
at all – or we wouldn't need the ramp.

Some people here in the area have talked about how

I'm a senior



2-b.1

Bad the drivers treat us – these people are riding for the first time (not again they said) If strangers notice this behavior –something is really wrong. That's no PR at all.

Your schedule here in Capitola is impossible for us to use so we don't go out on Sat/Sun. Every 2 hrs. does not cut it during the week. Can we use the ramp or not? The wheel chairs do – why not us when we need it? It is actually better to walk in the Bus with the ramp.

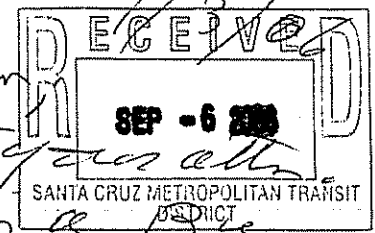
I would like to know why your not furnishing a shuttle to the fair and back to Metro Watson. It seems no one knows –and if there is no shuttle or reg. Bus like 72 –79 – to ~~this fair~~ which is off of 152 route – (and not the fair grounds) those of us who would need this service, can't go to the Fair. I don't call that good service on your part. This is coming up – the fair has re-located, with no thought to the distance or in ability for people to get there – so we won't go. I don't see any hope for you as a company here, and because there is no competition, you get away with it “so far”. When I write you there is no response to my complaint, as though you don't have to respond. That's not PR either. I don't know why the drivers union doesn't land on you! You need to be taught some lessons. The old drivers are seldom on time at our stops – don't regard their schedules, and don't apologize for being late. Your new ones don't even know where they are; are lost, and not on their route. I would go on – But I won't. I have no praise or compliments for you or your drivers.

Louise Barnes, Capitola

2-b.2

Metro wants to know -

To whom it may concern



It seems in order to get your attention we have to contact you as a bus service, any way we can't make it from our complaints about your service / drivers and your lack of P.R. I have long complaints about your monthly salaries, uncooperative drivers and their bad manners, rudeness, and general "Bad attitude". A few ea. group are helpful and nice people, the others are not your Latino drivers (and you have too many of them) know nothing of P.R. nor do they care. They only do for their own race on the Bus not us whites - they all guilty of starting up before we existed - and say nothing to our complaints when we state that our race is being courteous loud chatter and don't give up seating for seniors / disabled as is your rule. That's only a start - your Black drivers are arrogant and indifferent to us and your asian drivers are unfriendly and indifferent. For a start. They won't answer ~~us~~ when we ask questions - and none of them will let us use the ramps when we need to. I have a loaded shopping cart - yet I can't use the ramps to help me board / or leave - they don't help us at all - or we wouldn't need the ramps. Some people have in ^{up area} ~~the~~ bus talked about how

a memo

Bad the drivers treat us - these people are riding for the first time (not again they said) ~~the~~ charges, voted this behavior - something is really wrong. That is P R et al.

Your schedule here in Capitola is impossible for us to use so we don't go over on Sat/Sun. Every 2 hrs. does not cut it, during the week. Can we use the ramps as is? The wheel chairs do - why not use when we need it? It is actually better to walk in the Bus with the ramps.

I would like to know why you're not furnishing a shuttle to the fair and back to Mateo Watson. It seems no one knows - one of these is to shuttle as reg. Bus like 72-79 - to the fair which is off of 152 route - (and not the fair grounds) those of us who would need this service, can't go to the Fair. I don't call that good service on your part. This is coming up - the fair has re-located, with no thought to the distance or inability for people to get there - so we can't go. I don't see any hope for you as a company here, and because there is no competition, you get away with it "so far". When I wrote you there is no response to my complaint, as though you don't have ^{no} regard. That is P R et al. I don't know why the drivers Union doesn't hold on you! You need to be taught some lessons. The old drivers are seldom on time at our stops - don't regard their schedules and don't apologize for being late. You was one don't even know what they are, are lost, and let us they route. I could go on - But I won't. I have no praise or compliments for you or your drivers.

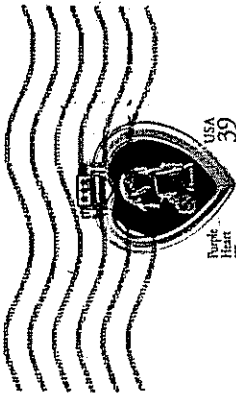
Louise Barras, Capitola.

2-b.4

4. Barnes
750 Bay ave 108
Capitola, Calif. 95010

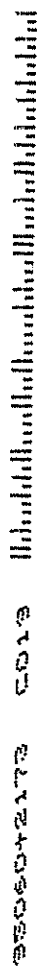
SAN JOSE CA 951

05 SEP 2006 PM 6 T



RECEIVED
SEP -6 2006
METRO TRANSIT

*Metro wants know
(Comp Dept.)*
attn.
Board of Directors
Santa Cruz Metro
370 Ensmall St
Santa Cruz - Calif.
95060



2-b.5

PAS

September 15, 2006

Mike Rotkin
Chair, Board of Directors
Santa Cruz Metropolitan Transit District

Dear Chair Rotkin,

After assessing past experiences with the five meeting locations, I have determined that I must resign as METRO's Board representative to the Transportation Funding Task Force.

This decision is not based on a lack of desire to participate or the need for improved transportation in Santa Cruz County, but in concern to safely function within the limits of my disability without fully accessible code compliant features of the meeting facilities.

Sincerely,

Patricia A. Spence

cc: Les White, Metro GM
Fred Keeley, TTF convener
SCCRTC c/o George Dondero, Executive Director
Karen Pushnik
Ellen Pirie, Commission Chair

2-c.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 11, 2006

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 11, 2006 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Tavantzis called the meeting to order at 9:03 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Michelle Hinkle
Mike Keogh
Kirby Nicol
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Jan Beautz
Dene Bustichi
Emily Reilly
Ex-Officio Wes Scott

STAFF PRESENT

Ciro Aguirre, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel

Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

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

Carolyn Derwing, UTU
Sesario Escoto, Cabrillo College
Amie Glausser, UCSC Student
Brian King, Cabrillo College
Ian McFadden, Transit Planner
Bonnie Morr, UTU

Karena Pushnik, SCCRTC
Will Regan, VMU
Sayaka Takami, UCSC Student
April Warnock, ParaCruz
Arturo Zamudio, UTU

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Mark Stone, Co. Board of Supervisors Re: Public Transit Resources

5-1.1

Oral:
None.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES JUNE 9 & 23 AND JULY 14 & 28, 2006

July Minutes will be included in the August 25, 2006 Board Packet.
No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2006

No questions or comments.

5-3. ACCEPT AND FILE JULY 2006 RIDERSHIP REPORT

Pages 1 & 4 of the Ridership Report will be included in the August 25, 2006 Board Packet.
No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: None

No questions or comments.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 16, 2006 AND MINUTES OF JUNE 21, 2006

No questions or comments.

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2006 AND APPROVAL OF BUDGET TRANSFERS

No questions or comments.

5-1.2

5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS

Will be included in the August 25, 2006 Board Packet.
No questions or comments.

5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2006

Will be included in the August 25, 2006 Board Packet.
No questions or comments.

5-9. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2006

No questions or comments.

5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JUNE 2006

Will be included in the August 25, 2006 Board Packet.
No questions or comments.

5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2006 MEETING(S)

No questions or comments.

5-12. ACCEPT AND FILE METROBASE STATUS REPORT

Will be included in the August 25, 2006 Board Packet.
No questions or comments.

5-13. ACCEPT AND FILE INFORMATION REGARDING HIGHWAY 152 CORRIDOR BUS STOPS

Vice Chair Tavantzis reported that Caltrans had originally agreed to include bus stop improvements as part of the Highway 152 Rehabilitation Project and that the City of Watsonville would fund part of it, but now Caltrans says bus stop improvements will not be included in the project. City of Watsonville Staff will continue to work with Caltrans on this issue.

VICE CHAIR TAVANTZIS RETURNED TO ITEM #2

2. ORAL AND WRITTEN COMMUNICATION

Oral:

5-1.3

Brian King, President of Cabrillo College, thanked the Board for working with Cabrillo and he reported on the ongoing communication with Mark Dorfman regarding the next contract and the exciting opportunities to expand transit service and increase ridership on campus. Mr. King said that Cabrillo's overall transit plan will be reevaluated over the coming year and he welcomed any input from Board members. A 90-day pilot program allowing Cabrillo passes to be used 7 days per week is also being discussed, which may help in marketing the sale of the bus passes.

Mr. King clarified that state law sets the maximum Cabrillo can charge for parking passes at \$40, which is less expensive than a bus pass. Mr. King said Cabrillo is aware of this concern and that its funding alternatives will be looked at to see what can be done to have an impact on the relative pricing of the passes.

Mr. King also reported that a use permit had been approved for a Cabrillo facility in Scotts Valley, which is planned to open next spring.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the August 25, 2006 Board meeting.

7. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT PROJECT IN THE FY 2007 HOUSE TRANSPORTATION APPROPRIATIONS LEGISLATION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Les White reported that this Resolution of Appreciation would be presented to Congressman Farr by Chair Rotkin at a ceremony at METRO Center 2:00 p.m. on August 17, 2006 and he encouraged everyone to attend.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR NICOL

Adopt Resolution of Appreciation for the leadership of Congressman Sam Farr in obtaining the inclusion of funds for the Pacific Station Redevelopment Project in the FY 2007 House Transportation Appropriations Legislation for the Santa Cruz Metropolitan Transit District

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with Directors Beautz, Bustichi, and And Reilly being absent.

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

Margaret Gallagher reported that that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, ParaCruz Division; that Item #2 had been deleted; and that the Board would have a conference with its Legal Counsel regarding two cases of existing litigation

5-1.4

9. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, stated that she would appreciate it if the Board reconvened to open Session quickly.

SECTION II: CLOSED SESSION

Vice Chair Tavantzis adjourned to Closed Session at 9:14 a.m. and reconvened to Open Session at 9:57 a.m.

SECTION III: RECONVENE TO OPEN SESSION

10. REPORT OF CLOSED SESSION

Margaret Gallagher reported that the Board took no reportable action in Closed Session.

11. CONSIDERATION OF APPROVAL OF A THREE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN UTU, LOCAL 23, PARACRUZ DIVISION AND SANTA CRUZ METRO

Summary:

Robyn Slater reported that METRO and UTU, Local 23, ParaCruz Division, met and negotiated regarding 14 specific Articles of their MOU and based on those negotiations, were able to reach tentative agreement.

The terms of the tentative agreement provide for a restructuring of the salary matrix, which creates a more consistent percentage increase between step increases and a reduction in the time needed to reach top step from 10 years to 7 ½ years. Also included is a 1% increase in salary in the second year of the contract and a 2% increase in salary in the third year of the contract. The language regarding payment of the CalPERS retirement was changed so employees pay the employee rate of 8%. In the first year the employees also pay a portion of the employer rate attributable to enhancements to the pension. In the second and third year of the contract METRO agrees to pay the employer's rate towards the CalPERS pension.

Other changes to the Labor Agreement include reducing the schedule changes (bids) and requests for annual leave to three per year, the inclusion of unpaid meal breaks in the field, the addition of a uniform allowance to the salary, and the addition of the new job classification of Dispatcher (to be developed within 45 days of ratification). All other changes are related to work rules, without significant economic impact.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Approve the three-year Memorandum of Understanding (MOU) between the United Transportation Union, Local 23 (UTU, ParaCruz Division) and the Santa Cruz METRO Transit District

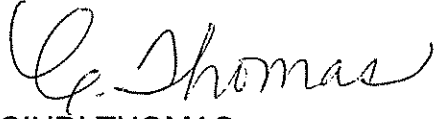
5-1.5

Motion passed unanimously with Directors Beautz, Bustichi, and Reilly being absent.

ADJOURN

There being no further business, Vice Chair Tavantzis adjourned the meeting at 9:59 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 25, 2006

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 25, 2006 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Rotkin called the meeting to order at 9:00 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Dene Bustichi
Mike Keogh
Kirby Nicol
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Michelle Hinkle
Mark Stone
Ex-Officio Wes Scott

STAFF PRESENT

Ciro Aguirre, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel

Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

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

Carolyn Derwing, UTU
Gary Klemz, SEIU Field Representative
Paul Marcelin-Sampson, Metro Riders Union
Wally Parham, UTU Retiree
Beverly Poteete, UTU Retiree

Emery Ross, Mgmt Retiree
Paul Schraeder, Mgmt Retiree
Mike Tomasse, "King of Marijuana"
Amy Weiss, Spanish Interpreter
Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Mark Stone, Co. Board of Supervisors
- b. Beverly A. Poteete, Retiree

Re: Public Transit Resources
Re: Retiree Medical Premiums

5-1.7

Oral:

Paul Marcelin-Sampson, Metro Riders Union, thanked the Board and Staff for the Hwy 17 improvements and said that the Riders Union would be publishing wallet size Hwy 17 schedules which will be available online at <http://www.iridethebus.org/> starting September 1st. Mr. Marcelin-Sampson passed around a sample in draft form, which is attached to the file copy of these minutes.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A Resolution for Item #15 and additional Written Communication were distributed today and are attached to the file copy of these minutes.

DIRECTOR BEAUTZ ARRIVED

SECTION I:

OPEN SESSION:
ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION
(Insert new Written Communication)

CONSENT AGENDA:
ADD TO ITEM #5-1

APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 9 & 23 AND JULY 14 & 28, 2006

(Insert July Minutes)

ADD TO ITEM #5-3

ACCEPT AND FILE JULY 2006 RIDERSHIP REPORT

(Insert Pages 1 and 4)

INSERT ITEM #5-4

CONSIDERATION OF TORT CLAIMS

(Insert Claim #06-0019)

DELETE ITEM #5-7

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS

(Will be included in the September 2006 Board Packet)

INSERT ITEM #5-8

ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2006

(Insert Report)

INSERT ITEM #5-10

ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JUNE 2006

(Insert Staff Report)

INSERT ITEM #5-12

ACCEPT AND FILE METROBASE STATUS REPORT

(Insert Staff Report)

ADD ITEM #5-14

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A 1-YEAR EXTENSION TO THE CONTRACT WITH MONTE FOUNDATION TO PROVIDE TRANSIT SERVICE TO THE 2006 FIREWORKS FESTIVAL

(Insert Staff Report)

5-1.8

- ADD ITEM #5-15** **CONSIDERATION OF APPROVAL OF REVISED BOARD MEMBER TRAVEL FOR FY 06-07**
(Insert Staff Report)
- ADD ITEM #5-16** **CONSIDERATION OF AUTHORIZING FREE RIDES FOR ATTENDEES OF THE APTA ANNUAL MEETING IN SAN JOSE OCTOBER 7th TO 13th**
(Insert Staff Report)
- REGULAR AGENDA:**
DELETE ITEM #7 CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT PROJECT IN THE FY 2007 HOUSE TRANSPORTATION APPROPRIATIONS LEGISLATION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Deleted: Action taken at the August 11, 2006 Board Meeting)
- DELETE ITEM #8** REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
(No Closed Session Items on this Agenda)
- DELETE ITEM #9** ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION
(No Closed Session Items on this Agenda)
- DELETE ITEM #10** REPORT OF CLOSED SESSION
(No Closed Session Items on this Agenda)
- DELETE ITEM #11** CONSIDERATION OF APPROVAL OF A THREE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN UTU, LOCAL 23, PARACRUZ DIVISION AND SANTA CRUZ METRO
(Deleted: Action taken at the August 11, 2006 Board Meeting)
- ADD ITEM #12** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH CABRILLO COLLEGE FOR TRANSIT SERVICE**
(Insert Staff Report)
- ADD ITEM #13** **CONSIDERATION OF APPROVAL OF RETIREE SUPPLEMENTAL MEDICAL INSURANCE PAYMENT PROGRAM**
(Insert Staff Report)
- ADD ITEM #14** **CONSIDERATION OF APPROVAL OF 2006 – 2008 MANAGEMENT COMPENSATION PLAN**
(Insert Staff Report)
- ADD ITEM #15** **CONSIDERATION OF A RESOLUTION AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 25 SAKATA LANE IN WATSONVILLE, CALIFORNIA TO DON HOUP, CARMEL, CALIFORNIA FOR \$3,100,000 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE NECESSARY DOCUMENTS TO COMPLETE THE SALE**
(Will be distributed at the August 25, 2006 Board Meeting)

5-1.9

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES JUNE 9 & 23 AND JULY 14 & 28, 2006
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2006
- 5-3. ACCEPT AND FILE JULY 2006 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF CHRIS MERRILL, CLAIM #06-0019
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 16, 2006 AND MINUTES OF JUNE 21, 2006
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2006 AND APPROVAL OF BUDGET TRANSFERS
- 5-7. DELETED: WILL BE INCLUDED IN THE SEPTEMBER 2006 BOARD PACKET (ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS)
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2006
- 5-9. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2006
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JUNE 2006
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2006 MEETING(S)
- 5-12. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-13. ACCEPT AND FILE INFORMATION REGARDING HIGHWAY 152 CORRIDOR BUS STOPS
- 5-14. AUTHORIZE THE GENERAL MANAGER TO EXECUTE A 1-YEAR EXTENSION TO THE CONTRACT WITH MONTE FOUNDATION TO PROVIDE TRANSIT SERVICE TO THE 2006 FIREWORKS FESTIVAL
- 5-15. CONSIDERATION OF APPROVAL OF REVISED BOARD MEMBER TRAVEL FOR FY 06-07
- 5-16. CONSIDERATION OF AUTHORIZING FREE RIDES FOR ATTENDEES OF THE APTA ANNUAL MEETING IN SAN JOSE OCTOBER 7th TO 13th

Director Spence requested the following correction be made to page #7 of the Minutes of the July 28, 2006 Board meeting: Director Spence stated that her comment was regarding passengers utilizing mobility devices being bypassed at bus stops because the priority seating areas were occupied.¹

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BUSTICHI

**Approve the Consent Agenda with requested change to the July 28, 2006 Board Minutes
Motion passed unanimously with Directors Hinkle and Stone being absent.**

¹ This change has been made to the file copy of the July 28, 2006 Minutes

5-1.10

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employee was awarded a longevity certificate for her years of service:

TEN YEARS

Les D. Beck, Bus Operator
Steven E. Davidson, Bus Operator
Sharon D. Toline, Bus Operator

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH CABRILLO COLLEGE FOR TRANSIT SERVICE

Summary:

Mark Dorfman reported that the Board had extended the Cabrillo contract through the end of August and that this new contract will mirror the UCSC contract, having the same rates and end date. Mr. Dorfman said this contract was infinitely easier to negotiate compared to past contracts and that Cabrillo staff is receptive to working with METRO and having quarterly meetings.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR REILLY

Authorize the General Manager to negotiate and execute a new contract with Cabrillo College for the provision of transit services

Motion passed unanimously with Directors Hinkle and Stone being absent.

13. CONSIDERATION OF APPROVAL OF RETIREE SUPPLEMENTAL MEDICAL INSURANCE PAYMENT PROGRAM

Summary:

Les White reported that Staff had been working on this issue for several months and explained the events that lead up to the current situation that METRO and its retirees are facing regarding medical premiums. METRO staff has contacted CalPERS staff and retired employee associations to gather information regarding the equal contribution provision of the PEMHCA. METRO has developed a proposal that would re-establish a supplemental payment program for retiree health insurance premiums effective April 1, 2006 and be in compliance with PEMHCA.

Staff recommends that the Board approve the following:

- 1) Reaffirm METRO's commitment to its retirees, excluding those who retired under separate agreements with conflicting language, that they receive the benefits they retired under for the duration of their retirement; and
- 2) Reinstate supplemental payments effective April 1, 2006 to retirees who retired prior the implementation of the current labor agreements: July 1, 2005 for SEIU and Management, prior to September 1, 2005 for UTU Fixed Route, and to date for UTU ParaCruz; However

5-1:11

those who retired under separate agreements that have conflicting language are specifically excluded; and

- 3) Authorize that language be negotiated with the unions to address retiree benefit levels for employees who retire after July 1, 2005 for SEIU, after September 1, 2005 for UTU fixed Route. The language negotiated with the unions should conform to the intent of the policy being that retiree benefit levels are vested at the time of retirement

Mr. White reported that SEIU has indicated they have grave concerns with regard to this and desire to be taken out of the third provision.

Discussion:

Paul Schraeder, Management Retiree, expressed gratitude to the Board and acknowledged Les White and Elisabeth Ross for their effort in solving this complicated problem. Mr. Schraeder also thanked Emery Ross for his involvement and he urged the Board to approve the proposed plan.

Beverly Poteete, UTU Retiree, withdrew her written communication included in today's Board Packet and urged the Board to approve the proposal.

Wally Parham, UTU Retiree, urged the Board to approve the proposal.

Carolyn Derwing, UTU, reported that UTU supports this and urged the Board to approve the recommendation.

Gary Klemz, SEIU, stated that SEIU is in favor of supporting the recommendation if the current labor agreement language can be negotiated.

Mike Tomassee, "King of Marijuana", urged the Board to give retirees everything they need.

Emery Ross, Management Retiree, thanked Paul Schraeder for his involvement and also thanked Les White.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR REILLY

Reaffirm METRO's commitment to its retirees, excluding those who retired under separate agreements with conflicting language, that they receive the benefits they retired under for the duration of their retirement; Reinstate supplemental payments effective April 1, 2006 to retirees who retired prior the implementation of the current labor agreements: July 1, 2005 for SEIU and Management, prior to September 1, 2005 for UTU Fixed Route, and to date for UTU ParaCruz; However those who retired under separate agreements that have conflicting language are specifically excluded; Authorize that language be negotiated with the unions to address retiree benefit levels for employees who retire after July 1, 2005 for SEIU, after September 1, 2005 for UTU fixed Route. The language negotiated with the unions should conform to the intent of the policy being that retiree benefit levels are vested at the time of retirement

5-1.12

Specifically excluded from the motion and discussion were any employees who left METRO employment pursuant to a Separation Agreement and/or Settlement & Release Agreement.

Motion passed unanimously with Directors Hinkle and Stone being absent.

14. CONSIDERATION OF APPROVAL OF 2006 – 2008 MANAGEMENT COMPENSATION PLAN

Summary:

Les White reported that the proposed Management Compensation Plan applies similar financial authority that was used for the negotiations with the two unions of 4.806% in the first year and 4.386% in the second year which includes a 2% salary increase effective July 1, 2006, a 2% salary increase effective July 1, 2007 and an accompanying one-time payment of \$300 per Manager on July 1, 2007, continuation of 100% CalPERS HMO premiums, an increase in the cellular phone and/or personal internet access, and the PERS Retirement Contribution "swap".

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR TAVANTZIS

Approve the Management Compensation Plan for the Fiscal year 2006/2008

Motion passed unanimously with Directors Hinkle and Stone being absent.

15. CONSIDERATION OF A RESOLUTION AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 25 SAKATA LANE IN WATSONVILLE, CALIFORNIA TO DON HOUP, CARMEL, CALIFORNIA FOR \$3,100,000 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE NECESSARY DOCUMENTS TO COMPLETE THE SALE

Summary:

Les White reported that this is the last document needed to close escrow on or before September 11, 2006.

ACTION: MOTION: DIRECTOR SKILLICORN SECOND: DIRECTOR REILLY

Approve Resolution authorizing the sale of the property located at 25 Sakata Lane, Watsonville, California to Donald Houpt, Carmel, California for the sum of \$3,100,000 and authorizing the General Manager to sign the documents necessary to complete the sale and transfer of ownership

Motion passed unanimously with Directors Hinkle and Stone being absent.

ADJOURN

There being no further business, Chair Rotkin adjourned the meeting at 10:05 a.m.

5-1.13

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-1.14

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

DATE: 08/01/06 THRU 08/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19259	08/04/06	493.49	001	SBC		8999	JULY REPEATERS/OPS	406.97	
						9000	JULY REPEATERS/OPS	86.52	
19260	08/04/06	400.00	001016	ALLARD'S SEPTIC SERVICE, INC.		9001	HAZ WASTE DISPOSAL	400.00	
19261	08/04/06	103.69	001020	EMED COMPANY		9002	SAFETY SUPPLIES 93	103.69	
19262	08/04/06	187.50	001027	OVERLAND PACIFIC & CUTLER, INC		9003	MB RELOCATION SVC	187.50	
19263	08/04/06	1,472.98	001029	GOLDEN GATE SYSTEMS		9004	COMPUTER SUPPLIES/IT	1,472.98	
19264	08/04/06	39,965.00	001035	HARRIS & ASSOCIATES		9005	MB 06 JUN PROF SVCS	39,965.00	
19265	08/04/06	5,412.73	001036	STANDARD INSURANCE COMPANY		9006	AUG LIFE/AD&D INS	5,412.73	
19266	08/04/06	10,650.90	001043	VISION SERVICE PLAN		9007	AUG VISION INS	10,650.90	
19267	08/04/06	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		9008	JUNE 06 PROF SVCS	125.00	
19268	08/04/06	2,987.18	001063	NEW FLYER INDUSTRIES LIMITED		8956	REV VEH PARTS 18	18.00	
						8957	REV VEH PARTS 307	307.18	
						8958	REV VEH PTS(545)	-545.00	
						8959	REV VEH PARTS 742	742.23	
						8960	REV VEH PARTS 661	661.00	
						8961	REV VEH PARTS 512	512.45	
						8962	REV VEH PARTS 1291	1,291.32	
19269	08/04/06	1,367.09	001064	MUNICIPAL MAINTENANCE EQUIPMNT		9009	OUT REPAIR-EQUIPMENT	1,367.09	
19270	08/04/06	369.22	001315	WASTE MANAGEMENT		9010	JULY KINGS VILLAGE	154.56	
						9011	JULY MT HERMON/KINGS	44.10	
						9012	JULY RESEARCH PARK	170.56	
19271	08/04/06	79,633.89	001316	DEVCO OIL		8963	7/17-7/31 FUEL FLT	79,633.89	
19272	08/04/06	1,160.25	001506	WESTERN STATES OIL CO., INC.		8964	FUEL/ LUB. FLT	1,160.25	
19273	08/04/06	3,810.00	001523	SANTA CRUZ MEDICAL CLINIC	7	8965	MEDICAL EXAMS FLT	528.00	
						8966	MEDICAL EXAMS FLT	66.00	
						8996	MEDICAL EXAMS OPS	132.00	
						8997	MEDICAL EXAMS OPS	1,056.00	
						8998		66.00	
						9014	MEDICAL EXAMS	1,500.00	
						9015	MEDICAL EXAMS/PT	462.00	
19274	08/04/06	252.50	001992	LRP PUBLICATIONS		9016	DISABILITY COMPL.	252.50	
19275	08/04/06	196.17	002063	COSTCO		8967	PHOTO SUP/PROC OPS	164.51	
						8968	PHOTO PROC OPS	31.66	
19276	08/04/06	198.90	002189	BUS & EQUIPMENT		9017	REV VEH PARTS/PT	198.90	
19277	08/04/06	1,268.00	002211	ANGELO, THOMAS		9018	ARBITRATION SEIU 415	1,268.00	
19278	08/04/06	2,500.00	002267	SHAW & YODER, INC.		9019	JUNE LEGISLATIVE SVC	2,500.00	
19279	08/04/06	1,650.00	002287	CALIFORNIA SERVICE EMPLOYEES		9020	AUG MEDICAL	1,650.00	
19280	08/04/06	3,445.40	002313	HARTSELL & OLIVIERI	7	9082	TRANSCRIPTS/HRD	3,445.40	
19281	08/04/06	5,000.00	002346	CHANNEY, CAROLYN & ASSOC., INC.		9021	AUG LEGISLATIVE SVC	5,000.00	
19282	08/04/06	49.99	002411	BIG O TIRE		8969	OUT RPR OTHER VEH	49.99	
19283	08/04/06	555.65	002504	TIFCO INDUSTRIES		8970	PARTS & SUPPLIES	555.65	
19284	08/04/06	4,076.88	002624	DIGITAL RECORDERS		8971	REV VEH PARTS	3,826.88	
						8972	REV VEH PARTS	250.00	
19285	08/04/06	1,891.11	002627	CDW GOVERNMENT, INC.		9022	OFFICE SUPPLIES/IT	1,891.11	
19286	08/04/06	1,214.13	002802	BATTERY SYSTEMS		8973	REV VEH PARTS	1,214.13	
19287	08/04/06	703.33	002814	CREATIVE BUS SALES, INC.		9023	OUT RPR REV VEH	703.33	
19288	08/04/06	20,499.42	002829	VALLEY POWER SYSTEMS, INC.		8974	OUT RPR REV VEH	2,245.46	
						8975	REV VEH PARTS	537.86	
						8976	REMANUFACTURE ENGINE	17,716.10	
19289	08/04/06	802.00	002847	STATE OF CA-EDD		9024	PARADISE LEVY	802.00	

5-2.1

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

DATE: 08/01/06 THRU 08/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19290	08/04/06	3.20	002858	VOLUNTEER CENTERS OF SC COUNTY		9025	OVERPAID INV 11327	3.20	
19291	08/04/06	460.76	002859	PO ZHAO AND AIPING ZHANG		9026	PARTIAL GARBAGE/INS	460.76	
19292	08/04/06	1,047.55	009	PACIFIC GAS & ELECTRIC		9027	06/15-07/15 RESEARCH	1,047.55	
19293	08/04/06	220.00	014	CABRILLO COLLEGE		9028	FINGERPRINTING	220.00	
19294	08/04/06	1,017.07	017	SUN MICROSYSTEMS, INC.		9029	7/1-9/30 SVCS	1,017.07	
19295	08/04/06	421.51	020	ADT SECURITY SERVICES INC.		9030	AUG ALARMS	421.51	
19296	08/04/06	181.00	050	PITNEY BOWES INC.		9031	EQUIP. MAINT.AGRMNT	181.00	
19297	08/04/06	68.33	061	REGISTER PAJARONIAN		9032	PUB. NOTICE ADM.7/15	68.33	
19298	08/04/06	32.46	074	KENVILLE LOCKSMITHS	7	8977	PARTS & SUPPLIES	16.23	
						9033	JULY LOCKS/KEYS	16.23	
19299	08/04/06	4,337.28	079	SANTA CRUZ MUNICIPAL UTILITIES		9034	6/24-7/25 ENCINAL ST	101.75	
						9035	6/24-7/25 1200 RIVER	2,020.46	
						9036	6/24-7/25 GOLF CLUB	793.52	
						9037	6/24-7/25 ENCINAL ST	800.37	
						9038	6/24-7/25 111 DUBOIS	310.59	
						9039	5/25-6/23 111 DUBOIS	310.59	
						9040	LOAD TEST ON 76172	1,533.16	
19300	08/04/06	1,533.16	083	THYSSENKRUPP ELEVATOR		9041	JUN OUT RPR/TIRES/PT	989.15	
19301	08/04/06	989.15	085	DIXON & SON TIRE, INC.		8978	PETTY CASH REIMB/FLT	24.28	
19302	08/04/06	24.28	113	SCMTD PETTY CASH - FLEET		8979	REV VEH PARTS	815.64	
19303	08/04/06	837.43	117	GILLIG CORPORATION		8980	REV VEH PARTS	21.79	
						9042	REPAIRS/MAINTENANCE	1,154.31	
19304	08/04/06	1,154.31	186	WILSON, GEORGE H., INC.		9043	REPAIRS/MAINTENANCE	1,326.07	
19305	08/04/06	1,326.07	192	ALWAYS UNDER PRESSURE		8981	UNIF/LAUNDRY OPS	260.56	
19306	08/04/06	260.56	220	JONES COMPANY, THE ED		8982	REV VEH PARTS 3761	3,761.42	
19307	08/04/06	3,761.42	221	VEHICLE MAINTENANCE PROGRAM		9044	REPAIRS/MAINTENANCE	216.08	
19308	08/04/06	216.08	282	GRAINGER		9045	OFF SUPP/MAINT 2227	3,256.86	
19309	08/04/06	3,256.86	351	BEI CORPORATION		8983	JULY MAIL /FLT	22.56	
19310	08/04/06	331.28	372	FEDERAL EXPRESS		8984	JULY MAIL/OPS	42.63	
						9046	JULY MAILING/HRD	62.87	
						9047	JUNE/JULY MAIL/ADM	203.22	
						8986	JUNE CNG/FLT	7.45	
19311	08/04/06	7.45	418	COUNTY OF SANTA CRUZ		8985	OUT RPR EQUIP	105.88	
19312	08/04/06	105.88	418A	COUNTY OF SANTA CRUZ		9048	TEMP W/E 6/25 ADMIN	930.00	
19313	08/04/06	2,197.13	432	EXPRESS PERSONNEL SERVICES		9049	TEMP W/E 7/9 ADMIN	558.00	
						9050	TEMP W/E 7/2 ADMIN	709.13	
						9051	WIRELESS PC CARD	66.22	
19314	08/04/06	66.22	434	VERIZON WIRELESS		8995	MT BIEWLASKI	53.84	
19315	08/04/06	53.84	434B	VERIZON CALIFORNIA		9013	JUNE ACCESS CHARGES	81.95	
19316	08/04/06	81.95	436	WEST PAYMENT CENTER		8987	REV VEH PARTS	162.08	
19317	08/04/06	162.08	461	VULTRON INC.		9052	AUG PEST CONTROL	333.00	
19318	08/04/06	333.00	481	PIED PIPER EXTERMINATORS, INC.		8988	REV VEH PARTS	466.21	
19319	08/04/06	466.21	511	LUMINATOR		9053	ASPHALT PATCH/CHINA	2,880.00	
19320	08/04/06	2,880.00	550	EARTHWORKS	7	9054	REPAIRS/MAINTENANCE	99.24	
19321	08/04/06	99.24	637	FOSTER BROTHERS		8989	OFFICE SUPPLIES	50.74	
19322	08/04/06	213.41	647	GFI GENFARE		8990	REV VEH PARTS	162.67	
						9055	5/15-7/15 KINGS VILL	74.39	
19323	08/04/06	74.39	667	CITY OF SCOTTS VALLEY		8991	OUT RPR/CLOCK	95.00	
19324	08/04/06	95.00	699	SALINAS CASH REGISTER CO INC		9056	6/22-6/28 PROF SVCS	2,472.20	
19325	08/04/06	2,472.20	718	BOSTER, KOBAYASHI & ASSOC. INC	7	9057	AUG EAP PREMIUM	1,078.70	
19326	08/04/06	1,078.70	733	CLAREMONT BEHAVIORAL SERVICES					

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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19327	08/04/06	202.15	754	WINZER CORPORATION		8992	PARTS & SUPPLIES	202.15	
19328	08/04/06	160.60	794	MCBRIDE & ASSOCIATES		9058	LEGAL TRANSCRIPT/RIS	160.60	
19329	08/04/06	37,817.75	800	DELTA DENTAL PLAN		9059	AUG DENTAL	37,817.75	
19330	08/04/06	2,249.30	852	LAW OFFICES OF MARIE F. SANG	7	9060	WORKERS COMP CLAIMS	1,720.00	
						9061	WORKERS COMP CLAIMS	60.00	
						9062	WORKERS COMP CLAIMS	309.00	
						9063	WORKERS COMP CLAIMS	160.30	
						9064	425 FRONT APPRAISAL	4,000.00	
19331	08/04/06	4,000.00	853	ZELLER APPRAISAL SERVICES, INC		9065	TEMP/FIN W/E 7/16	960.00	
19332	08/04/06	1,728.00	878	KELLY SERVICES, INC.		9066	TEMP/FIN W/E 7/9	768.00	
						9067	PROF SVCS THRU 6/30	38,243.78	
19333	08/04/06	38,243.78	904	RNL DESIGN		8993	OUT RPR REV VEH	1,540.65	
19334	08/04/06	1,540.65	909	CLASSIC GRAPHICS		8994	2007 FORD PICKUP	25,084.82	
19335	08/04/06	25,084.82	954	DOWNTOWN FORD SALES		9068	JUNE 06 PT SVCS	17,004.81	
19336	08/04/06	17,004.81	977	SANTA CRUZ TRANSPORTATION, LLC		9069	JULY BOARD MTG	100.00	
19337	08/04/06	100.00	B003	BEAUTZ, JAN	7	9071	JULY BOARD MTG	50.00	
19338	08/04/06	50.00	B006	HINKLE, MICHELLE	7	9072	JULY BOARD MTG	100.00	
19339	08/04/06	100.00	B007	KEOGH, MICHAEL	7	9074	JULY BOARD MTG	100.00	
19340	08/04/06	100.00	B011	REILLY, EMILY	7	9076	JULY BOARD MTG	100.00	
19341	08/04/06	100.00	B012	SPENCE, PAT	7	9078	JULY BOARD MTG	50.00	
19342	08/04/06	50.00	B014	CITY OF WATSONVILLE		9075	JULY BOARD MTG	100.00	
19343	08/04/06	100.00	B015	ROTKIN, MIKE	7	9077	JULY BOARD MTG	100.00	
19344	08/04/06	100.00	B017	STONE, MARK	7	9070	JULY BOARD MTG	100.00	
19345	08/04/06	100.00	B018	BUSTICHI, DENE	7	9073	JULY BOARD MTG	100.00	
19346	08/04/06	100.00	B020	NICOL, KIRBY		9079	TAPE DUPLICATION	37.88	
19347	08/04/06	37.88	E185	DANIEL, REBECCA		9080	DRIVERS LICENSE	64.00	
19348	08/04/06	64.00	E601	ZAMUDO, ARTURO		9081	SETTLEMENT/ RISK	220.90	
19349	08/04/06	220.90	R450	VIGURS, ROBERT		9087	VEH WASH SVCS/PT	1,266.83	
19350	08/18/06	1,266.83	001048	CRUZ CAR WASH		9088	CLEANING SUPPLIES	767.94	
19351	08/18/06	1,115.20	001052	MID VALLEY SUPPLY		9154	CLEANING SUPPLIES	347.26	
19352	08/18/06	8,364.92	001063	NEW FLYER INDUSTRIES LIMITED		9155	REV VEH PARTS 1919	1,919.17	
						9156	REV VEH PARTS 926	925.58	
						9157	REV VEH PARTS 14	14.20	
						9158	REV VEH APRTS 453	452.88	
						9159	REV VEH APRTS 5053	5,053.09	
19353	08/18/06	11,128.50	001075	SOQUEL III ASSOCIATES	7	9000561	RESEARCH PARK RENT	11,128.50	
19354	08/18/06	7,590.00	001076	BROUGHTON LAND, LLC		9000562	110 VERNON ST RENT	7,590.00	
19355	08/18/06	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000563	CAPITOLA MALL RENT	1,407.05	
19356	08/18/06	19.49	001257	DOMINICAN HOSPITAL OF S C		9089	7/18 MEDICAL	19.49	
19357	08/18/06	70,295.38	001316	DEVCO OIL		9160	8/1-8/13 FUEL/FLT	70,295.38	
19358	08/18/06	244.50	001346	CITY OF SANTA CRUZ		9090	INSPECTION SVC MB	244.50	
19359	08/18/06	80.00	001492	EVERGREEN OIL INC.		9091	HAZ WASTE DISPOSAL	80.00	
19360	08/18/06	973.35	001506	WESTERN STATES OIL CO., INC.		9161	FUEL/LUBRICANTS/FLT	973.35	
19361	08/18/06	13,250.22	001648	STEVE'S UNION SERVICE		9092	JULY FUEL/PT	13,250.22	
19362	08/18/06	11,410.00	001976	SPORTWORKS NORTHWEST, INC.		9162	10 BIKE RACKS 11,410	11,410.00	
19363	08/18/06	3,782.31	001A	AT&T/MCI		9093	JULY PHONES/IT	1,486.97	
						9094	JULY PHONES/PT	46.62	
						9095	JULY PHONES	1,747.23	
						9096	JULY PHONES/PT	501.49	
19364	08/18/06	224.24	002063	COSTCO		9097	OFFICE SUPPLY/FIN	30.21	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						9098	PHOTO PROCESS/RISK	15.91	
						9099	LOCAL MEETING EXP	26.38	
						9100	LOCAL MEETING EXP	12.16	
						9163	OFFICE SUPPLIES	34.54	
						9164	PHOTO PROC/ OPS	26.87	
						9165	PHOTO PROC/ OPS	27.14	
						9166	PHOTO PROC/ OPS	51.03	
19365	08/18/06	8,873.25	002116	HINSHAW, EDWARD & BARBARA	7	9000564	370 ENCINAL RENT	8,873.25	
19366	08/18/06	14,214.64	002117	IULIANO	7	9000565	111 DUBOIS RENT	11,214.64	
						9000566	115 DUBOIS RENT	3,000.00	
19367	08/18/06	187.40	002189	BUS & EQUIPMENT		9101	REV VEH PARTS/PT	187.40	
19368	08/18/06	317.53	002313	HARTSELL & OLIVIERI	7	9102	TRANSCRIPTS/HRD	317.53	
19369	08/18/06	671.15	002406	KHS INDUSTRIAL TOOLS & SUPPLIE					VOIDED
	08/30/06	-671.15				9167	REV VEH PARTS	0.00	
19370	08/18/06	883.50	002495	CURIALE DELLAVERSON HIRSCHFELD	7	9103	6/12-6/20 LEGAL SVCS	883.50	
19371	08/18/06	18.20	002504	TIFCO INDUSTRIES		9168	PARTS & SUPPLIES	18.20	
19372	08/18/06	53,320.25	002569	COMERICA BANK		9104	WORK COMP FUND	53,320.25	
19373	08/18/06	25.00	002607	STAVELEY SERVICES FLUIDS		9212	OUT RPR REV VEH	25.00	
19374	08/18/06	973.31	002802	BATTERY SYSTEMS		9169	REV VEH PARTS	973.31	
19375	08/18/06	5,168.45	002805	TELEPATH CORPORATION		9170	AUG MAINT/RPRS	2,439.91	
						9171	OUT RPR EQUIP	2,728.54	
19376	08/18/06	1,987.09	002817	WATSONVILLE BLUEPRINT		9105	MB PLANS/ADM	1,987.09	
19377	08/18/06	5,618.83	002823	PAT PIRAS CONSULTING	7	9106	PROF SVCS THRU 7/31	5,618.83	
19378	08/18/06	237.38	002826	HOLIDAY MUFFLER SERVICE		9172	OUT RPR OTHER VEH	237.38	
19379	08/18/06	9,280.12	002829	VALLEY POWER SYSTEMS, INC.		9173	REBUILD TRANSMISSION	7,390.78	
						9174	REV VEH PARTS	613.63	
						9175	REV VEH PARTS	563.90	
						9176	REV VEH PARTS	519.60	
						9177	REV VEH PARTS	192.21	
19380	08/18/06	145.09	002861	AMERICAN MESSAGING SVCS, LLC		9107	AUG PAGERS/FAC	113.29	
						9178	AUG PAGER/ FLT	31.80	
19381	08/18/06	3,128.00	002864	OESTREICH, HERBERT PH.D		9108	METRO/UTU PROF.SVC	3,128.00	
19382	08/18/06	294.96	007	UNITED PARCEL SERVICE		9215	JULY/AUG FRT OUT	294.96	
19383	08/18/06	22,158.63	009	PACIFIC GAS & ELECTRIC		9109	7/6-8/4 920 PACIFIC	2,061.56	
						9110	6/28-7/31 FLEET	5,810.01	
						9111	6/30-8/1 370 ENCINAL	3,832.93	
						9112	7/1-7/31 110 VERNON	14.11	
						9113	7/1-7/31 1200 RIVER	1,853.92	
						9179	7/01-7/31 CNG	8,586.10	
19384	08/18/06	22,537.82	018	SALINAS VALLEY FORD SALES		9180	REV VEH PARTS	3,407.34	
						9181	REV VEH PARTS	8,614.89	
						9182	REV VEH PRT/SM TOOL	10,515.59	
19385	08/18/06	98.30	039	KINKO'S INC.		9183	PRINTING-OPS	98.30	
19386	08/18/06	298.20	042	ORCHARD SUPPLY HARDWARE		9114	REPAIRS/MAINTENANCE	298.20	
19387	08/18/06	1,702.63	043	PALACE ART & OFFICE SUPPLY		9115	OFFICE SUPPLIES	1,702.63	
19388	08/18/06	209.54	061A	REGISTER PAJARONIAN		9184	CLASS ADV/FLT	209.54	
19389	08/18/06	62.24	074	KENVILLE LOCKSMITHS	7	9116	JULY LOCKS/KEYS	13.53	
						9185	REV VEH PARTS	48.71	
19390	08/18/06	27.28	075	COAST PAPER & SUPPLY INC.		9117	CLEANING SUPPLIES	27.28	
19391	08/18/06	2,848.31	079	SANTA CRUZ MUNICIPAL UTILITIES		9118	6/6-8/3 RESEARCH PRK	592.41	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						9119	6/28-7/27 PACIFIC AV	2,148.58	
						9120	6/28-7/27 PACIFIC AV	107.32	
19392	08/18/06	12,871.36	085	DIXON & SON TIRE, INC.		9186	TIRES/TUBES FLT JULY	10,936.52	
						9187	TIRES/TUBES FLT JUNE	1,934.84	
19393	08/18/06	66.00	087	RECOGNITION SERVICES		9121	EMP INCENTIVE 18	66.00	
19394	08/18/06	699.54	107	SAN LORENZO LUMBER		9122	REPAIRS/MAINTENANCE	89.98	
						9123	REPAIRS/MAINTENANCE	599.83	
						9188	PARTS & SUPP/FLT	9.73	
19395	08/18/06	2,519.58	110	JESSICA GROCERY STORE, INC.		9000567	CUSTODIAL SERVICES	2,519.58	
19396	08/18/06	116.19	117	GILLIG CORPORATION		9189	REV VEH PARTS	26.26	
						9190	REV VEH PARTS	89.93	
19397	08/18/06	100.00	128	COSTCO WHOLESALE MEMBERSHIP		9124	MEMBERSHIP RENEWAL	100.00	
19398	08/18/06	2,303.89	130	CITY OF WATSONVILLE UTILITIES		9125	7/3-8/1 25 SAKATA LN	75.12	
						9126	7/1-8/4 25 SAKATA LN	13.73	
						9127	7/1-8/4 RODRIGUEZ ST	9.70	
						9128	5/2-7/6 RODRIGUEZ ST	737.42	
						9129	5/2-7/6 RODRIGUEZ ST	112.56	
						9130	5/2-7/6 RODRIGUEZ ST	39.24	
						9131	CONTAINER/RODRIGUEZ	1,316.12	
19399	08/18/06	1,157.89	135	SANTA CRUZ AUTO PARTS, INC.		9132	REV VEH PARTS/SUPPLY	692.26	
						9191	REV VEH PTS/SUPPLIES	465.63	
						9192	CLEANING SUPPLIES	1,454.62	
19400	08/18/06	1,454.62	148	ZEP MANUFACTURING COMPANY		9193	COPIER LEASE/OPS	779.40	
19401	08/18/06	779.40	215A	IKON FINANCIAL SERVICES		9194	REV VEH PARTS 697	697.40	
19402	08/18/06	697.40	221	VEHICLE MAINTENANCE PROGRAM		9133	REPAIRS/MAINTENANCE	54.07	
19403	08/18/06	54.07	282	GRAINGER		9134	DOOR SVC	528.58	
19404	08/18/06	528.58	291	STANLEY ACCESS TECHNOLOGIES		9135	TV COVERAGE 7/28 MTG	184.00	
19405	08/18/06	184.00	367	COMMUNITY TELEVISION OF		9195	JULY MAIL/FLT	87.52	
19406	08/18/06	87.52	372	FEDERAL EXPRESS		9136	OUT RPR BLDGS/GRNDS	1,670.00	
19407	08/18/06	1,670.00	382	AIRTEC SERVICE		9137	TEMP W/E 7/16 ADM	860.25	
19408	08/18/06	860.25	432	EXPRESS PERSONNEL SERVICES		9138	CIVIL PRO GUIDE	143.97	
19409	08/18/06	143.97	436	WEST PAYMENT CENTER		9139	9/1-10/31 MAINT.FEES	850.36	
19410	08/18/06	850.36	475	TRAPEZE SOFTWARE GROUP, INC.		9196	REV VEH PARTS	5,120.23	
19411	08/18/06	5,120.23	480	DIESEL MARINE ELECTRIC, INC.		9140	DBE FY07 ADVERTISMNT	260.40	
19412	08/18/06	260.40	497B	APTA		9197	REV VEH PARTS	1,647.04	
19413	08/18/06	1,647.04	504	CUMMINS WEST, INC.		9214	PETTY CASH/ CUST SVC	40.94	
19414	08/18/06	40.94	570	SCMTD PETTY CASH - CUST SVC		9198	OFFICE SUPPLIES	312.91	
19415	08/18/06	312.91	580	BLOCK AND COMPANY, INC.		9199	REV VEH PARTS 1107	1,107.00	
19416	08/18/06	1,107.00	623	ROSSBRO ENGINEERING LTD.		9141	PAYROLL MGR LTR	266.43	
19417	08/18/06	266.43	625	ASPEN PUBLISHERS, INC.		9142	JULY INTERPRETER	70.00	
19418	08/18/06	70.00	682	WEISS, AMY L.	7	9143	OUT RPR-REV VEH/PT	138.00	
19419	08/18/06	138.00	764	MERCURY METALS		9144	OUT RPR-REV VEH/ PT	7,052.65	
19420	08/18/06	13,849.95	766	KRAFT'S BODY SHOP		9200	OUT RPR/2003 E350	6,797.30	
19421	08/18/06	3,301.26	809	IBM CORPORATION		9145	7/1/06-6/30/07 MAINT	3,301.26	
19422	08/18/06	91.65	848	SANTA CRUZ ELECTRONICS, INC.		9146	COMPUTER SUPPLIES/IT	50.71	
						9147	COMPUTER SUPPLIES/IT	40.94	
19423	08/18/06	12,805.84	851	I.M.P.A.C. GOVERNMENT SERVICES		9148	4055019201230721	12,805.84	
19424	08/18/06	728.50	852	LAW OFFICES OF MARIE F. SANG	7	9149	WORKERS COMP CLAIMS	728.50	
19425	08/18/06	960.00	878	KELLY SERVICES, INC.		9150	TEMP/FIN W/E 7/23	960.00	
19426	08/18/06	42.50	886	ALL PURE WATER		9201	JULY WATER	42.50	

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19427	08/18/06	13,644.16	909	CLASSIC GRAPHICS		9202	OUT RPR REV VEH	9,579.33	
						9203	OUT RPR REV VEH	4,064.83	
19428	08/18/06	14,583.85	941	ASSURANT EMPLOYEE BENEFITS		9151	AUG LTD INSURANCE	14,583.85	
19429	08/18/06	205.93	973	SANTA CRUZ DODGE		9204	REV VEH PARTS	205.93	
19430	08/18/06	100.00	B016	SKILLICORN, DALE	7	9153	AUG BOARD MTG	100.00	
19431	08/18/06	14.00	E002	STICKEL, TOM		9205	REIMB PARKING	14.00	
19432	08/18/06	10.00	E253	ARELLANO, MARIO		9207	DMV FEES	10.00	
19433	08/18/06	10.00	E484	RAMIREZ, MANUEL		9206	DMV FEES	10.00	
19434	08/18/06	10.00	E602	RUIZ, ESTABAN		9208	DMV FEES	10.00	
19435	08/18/06	74.00	E603	PONS, JUAN		9209	DMV FEES	74.00	
19436	08/18/06	74.00	E604	GUTIERREZ, PEDRO		9210	DMV FEES	74.00	
19437	08/18/06	10.00	E605	HERRERA, OSCAR		9211	DMV FEES	10.00	
19438	08/18/06	771.42	R451	BRENNAN, ELIZABETH/		9152	SETTLEMENT/RISK	771.42	
19439M	08/18/06	17,626.75	002116	HINSHAW, EDWARD & BARBARA	7	9373	370 ENICNAL RENT	17,626.75	MANUAL
				370 ENCINAL RENT					
19440M	08/22/06	2,340.00	080	STATE BOARD OF EQUALIZATION		9307	JULY USE TAX PREPAY	2,340.00	MANUAL
				JULY USE TAX PREPAY					
TOTAL		756,692.82		COAST COMMERCIAL BANK			TOTAL CHECKS	182	756,692.82

5-2.6

**Santa Cruz METRO
August 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 3,098.96	17,173	8,548	4,535	74	136	32	16	63	758	2,142
13	\$ -	-	-	-	-	-	-	-	-	-	-
15	\$ -	-	-	-	-	-	-	-	-	-	-
16	\$ 6,302.39	28,134	14,200	6,261	72	216	25	19	117	1,430	3,598
19	\$ 2,009.87	8,812	4,159	1,847	5	105	13	17	50	445	1,435
3B	\$ 1,567.07	3,288	241	162	19	142	5	32	44	155	1,725
4	\$ 1,574.76	5,552	86	83	18	253	101	56	42	119	3,629
7	\$ 505.02	1,800	38	44	7	69	12	14	18	6	1,293
7N	\$ 2,130.23	2,773	45	206	7	54	7	4	45	151	1,061
9	\$ 179.85	296	11	17	5	21	1	1	1	3	140
12A	\$ -	-	-	-	-	-	-	-	-	-	-
20	\$ 2,452.03	9,652	4,732	1,564	23	99	14	4	67	428	1,647
31	\$ 1,104.95	1,540	35	67	14	25	27	5	9	96	724
32	\$ 160.50	302	1	5	2	3	5	-	3	31	189
33	\$ 102.71	103	1	-	-	-	-	-	-	-	32
34	\$ 21.51	14	-	-	-	-	-	-	1	-	-
35	\$ 31,509.25	37,392	295	602	370	1,037	135	226	294	1,757	16,080
40	\$ 1,159.52	1,163	8	26	31	70	1	20	4	87	441
41	\$ 1,077.66	1,266	101	131	24	66	1	4	17	141	336
42	\$ 1,044.06	1,208	59	17	7	71	-	4	13	159	434
53	\$ 591.76	1,066	3	14	5	124	35	15	26	17	601
54	\$ 428.88	713	6	24	1	21	5	2	31	26	384
55	\$ 1,568.27	2,925	45	72	19	151	46	20	442	65	1,307
56	\$ 496.78	903	5	7	10	36	19	9	86	26	502
66	\$ 11,460.77	16,743	547	674	139	715	204	81	294	545	7,555
68	\$ 6,477.64	10,225	248	409	85	274	80	39	152	282	5,199
69	\$ 7,529.17	11,363	380	756	94	435	94	33	194	354	5,084
69A	\$ 19,325.98	23,466	391	719	167	1,086	242	126	226	731	9,154
69N	\$ 1,883.17	2,840	112	137	-	69	34	1	99	138	1,234
69W	\$ 20,214.31	25,738	570	652	202	1,018	216	116	976	953	10,156
70	\$ 809.79	1,282	16	21	10	33	2	3	347	54	371
71	\$ 56,373.04	68,392	1,007	1,897	418	3,312	337	349	2,637	2,632	24,934
72	\$ 4,401.46	4,465	5	34	38	358	18	29	69	78	1,446
74	\$ 2,978.86	2,794	3	19	18	132	35	13	25	20	775
75	\$ 9,624.04	9,032	21	75	96	801	56	65	116	124	2,452
76	\$ 842.77	906	12	16	7	68	5	16	1	18	303
79	\$ 1,857.03	2,057	14	19	28	240	89	64	27	12	785
88	\$ -	-	-	-	-	-	-	-	-	-	-
91	\$ 4,444.37	5,207	69	135	132	107	14	18	229	280	1,860
Unknown	\$ 105.21	800	95	11	-	-	10	-	8	11	67
TOTAL	\$207,413.64	311,385	36,109	21,258	2,147	11,347	1,920	1,421	6,773	12,132	109,075

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO Pass	ECO Pass	Bike	Monthly Pass
17	\$ 39,377.95	20,260	22	48	160	1,502	48	5,304	97	1,529	10,503

	RIDERSHIP
Night Owl	-
UC Shuttle	-
TOTAL	-

August Ridership	331,645
August Revenue	\$ 246,791.59

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	1	6	1	5	1	100%
FLYER/LOW FLOOR - 40'	12	2	10	3	7	3	100%
FLYER/LOW FLOOR - 35'	18	4	14	11	3	11	100%
FLYER/HIGH FLOOR - 35'	15	2	13	1	12	1	100%
GILLIG/SAM TRANS - 40'	10	0	10	0	10	0	100%
DIESEL CONVERSION - 35'	15	2	13	12	1	12	100%
DIESEL CONVERSION - 40'	14	3	11	9	2	9	100%
ORION/HIGHWAY 17 - 40'	11	1	10	8	2	8	100%
GOSHEN	3	1	2	0	2	0	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	0	8	7	1	7	100%

5-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF AUGUST 2006

BUS #	DATE	DAY	REASON
9827LF	3-Aug	Thursday	Ramp does not deploy. It does stow, however. Kneel does not work well. Very slow air build up after using Kneel.
2208CG	22-Aug	Tuesday	
2303OR	31-Aug	Thursday	When kneeled, takes a while before it raises back up
8052G	29-Aug	Tuesday	Kneel stopped working
9833G	28-Aug	Monday	Lift ramp not working

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

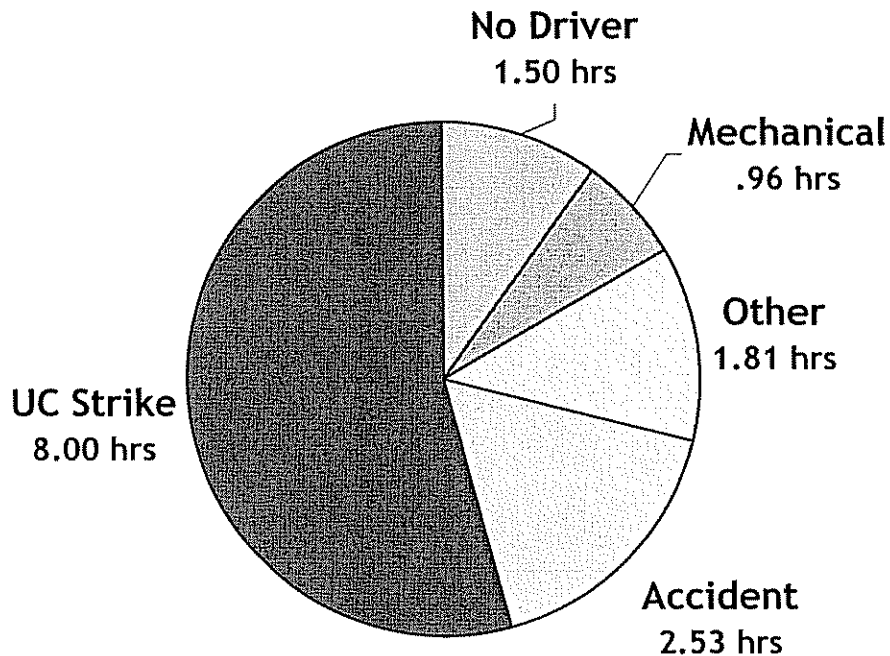
Note: Lift operating problems that cause delays of less than 30 minutes.

5-3.3

Dropped Service for FY 2006

	FY 2004/05		FY 2005/06		FY 2006/07	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	1.35	42.89	0	0	5.00	96.88
August	0.00	0.00	213.92	3,575.86	14.80	276.46
September	0.76	18.87	140.97	2,336.50		
October	0.00	0.00	STRIKE	STRIKE		
November	0.00	0.00	113.77	1,780.56		
December	0.00	0.00	95.61	1,659.66		
January	6.07	127.13	16.49	286.31		
February	23.31	276.75	39.18	579.38		
March	8.66	99.08	21.30	380.68		
April	37.96	641.12	20.46	323.62		
May	1.50	37.03	33.23	551.00		
June	4.15	69.30	19.97	267.47		
TOTAL	83.76	1,312.17	714.90	11,741.05	19.80	373.34

Dropped Service Breakdown for August 2006



5-3.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

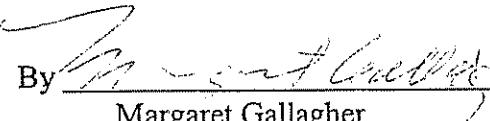
TO: Board of Directors

FROM: District Counsel

RE: Claim of: County of Santa Cruz Received: 08/16/06 Claim #: 06-0025
Date of Incident: 07/06/06 Occurrence Report No.: SC 07-06-07

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

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

By 
Margaret Gallagher
DISTRICT COUNSEL

Date: _____

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 22, 2006.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/rb
Attachment(s)



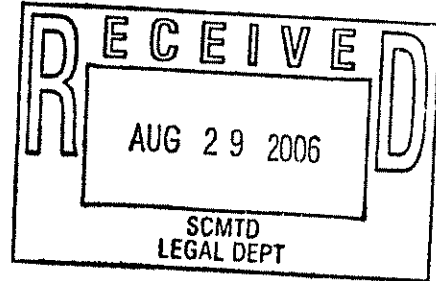
COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT RISK MANAGEMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073
(831) 454-2600 FAX: (831) 454-2245 TDD: (831) 454-2123
JANET MCKINLEY, RISK MANAGER

August 15, 2006

Sandra Lipperd
C/O Santa Cruz Metro
370 Encinal St.
Santa Cruz, CA 95060



Dear Ms. Lipperd,

On July 6, 2006, you were involved in an accident with a Santa Cruz County vehicle. Based on our investigation and that of the Santa Cruz Police Department, we have concluded that you are responsible for the cost of repair to our vehicle. Enclosed are copies of the Santa Cruz Police Department Traffic Collision Report and a repair estimate from Fannucci's Auto Body, Inc., in the amount of \$2569.26.

Please forward a check, made payable to the County of Santa Cruz, in the amount of \$2569.26 to:

Janet McKinley, Risk Manager
Personnel Department
County of Santa Cruz
701 Ocean St. Room 310
Santa Cruz, CA 95060

Thank you for your prompt attention to this matter. If you prefer to let your insurance company handle this matter, please forward this letter to them or contact me at 831-454-2243. If you choose to contact me, please provide your insurance adjuster's name, address and telephone number.

Very truly yours,

Mary McAllister
Personnel Technician

Enclosures

5-4.4

CITY S. CRUZ FLEET SVCS - RISK 003

OUTSIDE VENDOR

Vendor: FANNUCCI'S

Task: Repair body Damage

Date: 7-20-06

Total \$: \$ 2569.26

VEHICLE INFORMATION

Veh #: 049 Description: 2000 DODGE DAKOTA

Mileage: 28819 Left Keys? NO Park. Loc: B

PARTS

Qty	Part #	Description	Unit \$ or Stock
1	MISC	CONSUMABLES	
1		WASH	
1	51085	OIL FILTER	S
5 QTS	10-30W	OIL	S
Total \$:			

DRIVER INFORMATION

Loaner Veh: NONE Dept: POSCS

Contact Name: HAIM BORER Phone: 4630

WORK REQUESTED

****PLEASE COMPLETE BY 8/2/06 IF POSSIBLE****

1) REPAIR BODY DAMAGE

2) SERVICE ALMOST DUE

WORK PERFORMED

Description	Time
<u>1) Repair body damage</u>	<u>7.4 hr</u> <u>7-20-PB</u> <u>.5</u>
<u>2) Service oil + filter</u>	<u>7.4 hr</u> <u>7-28 PB</u> <u>.5</u>
Total Time For <u>7.4</u>	<u>2</u>
Total Time For _____	
Total Time For _____	
Grand Total Time:	

5-4-5

07/20/2006 at 01:30 PM
4616

Job Number:

4 days

FANUCCI AUTO BODY, INC.
License #: AC244143 Federal ID #: 562554399
211 McPherson St.
Santa Cruz, CA 95060
(831) 426-5552 Fax: (831) 426-1224

PRELIMINARY ESTIMATE

Written By: DEREK SUMMERS
Adjuster:

Insured: SANTA CRUZ COUNTY
Owner: SANTA CRUZ COUNTY
Address:

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Business: (831) 454-2774

Inspect FANUCCI AUTO BODY, INC.
Location: 211 McPherson St.
Santa Cruz, CA 95060

Business: (831) 426-5552

Insurance
Company:

Days to Repair

2000 DODG DAKOTA 4X2 6-3.9L-FI 2D P/U WHITE Int:
VIN: 1B7FL26X8YS708627 Lic: 1068590 CA Prod Date: 03/2000 Odometer: UNK
Intermittent Wipers Dual Mirrors Clear Coat Paint
Power Steering Power Brakes AM Radio
FM Radio Stereo Cassette
Search/Seek Anti-Lock Brakes (2) Driver Air Bag
Passenger Air Bag 5 Speed Transmission Overdrive
Styled Steel Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		PICK UP BOX					
2	Repl	LT Outer panel 6 1/2 foot bed	1		837.00	9.5	3.0
3		Add for Clear Coat					1.2
4		Add for Inside					1.5
5	R&I	R&I box assy				2.5	
6		REAR LAMPS					
7	Repl	LT Tail lamp assy	1		73.20	Incl.	
8#	R&I	BED LINER				1.0	
9#		COVER CAR	1		10.00 T	0.2	
10#	R&I	TOOL BOX				0.5	
11#		Hazardous Waste	1		5.00 X		
12#		Corrosion Protection	1		15.00 T	0.2	
13#		Tint Color	1			0.5	
Subtotals ==>					940.20	14.4	5.7

1

Paint Supplies 5.7 hrs @ \$ 30.00/hr 1/1.00
Sublet/Misc. 30.00

SUBTOTAL \$ 2478.00
Sales Tax \$ 1106.20 @ 8.2500% 91.26

GRAND TOTAL \$ 2569.26

ADJUSTIMENTS:
Deductible 0.00

CUSTOMER PAY \$ 0.00
INSURANCE PAY \$ 2569.26

ESTIMATE OF REPAIR:

The Estimate of Repair includes parts, labor, diagnosis, and any applicable taxes. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for loss or damage to your vehicle from fire, theft, accidents or any cause beyond our control. All tests will be made by our employees at your risk.

5-4.6

07/20/2006 at 01:30 PM
4616

Job Number:

PRELIMINARY ESTIMATE

2000 DODG DAKOTA 4X2 6-3.9L-FI 2D P/U WHITE Int:

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART A=APPROXIMATE PRICE LABOR TYPES: B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS PATHWAYS: ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NAGS=NATIONAL AUTO GLASS SPECIFICATIONS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFIN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED] **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE. MQVP=MANUFACTURER'S QUALIFICATION AND VALIDATION PROGRAM. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR3TF97 Database Date 07/2006, CCC Data Date 07/2006, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) parts are OEM parts that may be provided by or through alternate sources other than the OE/Vehicle dealerships. OPT OEM parts may reflect some specific, special, or unique pricing or discount. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recon. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

STATE OF CALIFORNIA

TRAFFIC COLLISION REPORT

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PAGE 1 OF 1

SPECIAL CONDITIONS		NUMBER INJURED 0	HIT & RUN FELONY <input type="checkbox"/>	CITY Santa Cruz	JUDICIAL DISTRICT Santa Cruz		NUMBER 06S-06979	
		NUMBER KILLED 0	HIT & RUN MIED <input type="checkbox"/>	COUNTY Santa Cruz	REPORTING DISTRICT 4402	BEAT E		
LOCATION	COLLISION OCCURED ON Emeline Av			DATE 07/06/2006	TIME (2400) 07:57	NCIC # 4402	OFFICER I D 167	
	MILEPOST INFORMATION FEET			DAY OF WEEK Thursday	TOW AWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		PHOTOGRAPHS BY: <input checked="" type="checkbox"/> NONE	
	<input checked="" type="checkbox"/> AT INTERSECTION WITH <input checked="" type="checkbox"/> OR 25 FEET E OF Plymouth St					STATE HWY REL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
PARTY 1	DRIVER'S LICENSE NUMBER	STATE CA	CLASS B	SAFETY EQUIP G	VEH YR 02	MAKE / MODEL / COLOR NEWFLYER BLU	LICENSE NUMBER 1139301	STATE CA
DRIVER	NAME (FIRST, MIDDLE, LAST) Sandra Lippert			OWNER'S NAME Santa Cruz Metro, <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS			OWNER'S ADDRESS 1200 River St , Santa Cruz, CA 95060 <input type="checkbox"/> SAME AS DRIVER				
PARKED VEH.	CITY / STATE / ZIP			DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE	PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE
OTHER	HOME PHONE		BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER			
INSURANCE CARRIER Metro		POLICY NUMBER SELF		CHP USE ONLY VEHICLE TYPE		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> MOD. <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL OVER		GRADE IN DAMAGED AREA
DIR. OF TRAVEL S	ON STREET OR HIGHWAY Plymouth St		SPEED LIMIT 25		CA _____ DOT _____ CAL T _____		PUC _____ ICC _____	
PARTY 2	DRIVER'S LICENSE NUMBER	STATE CA	CLASS C	SAFETY EQUIP G	VEH YR 00	MAKE / MODEL / COLOR DODG DAK WHI	LICENSE NUMBER 1068590	STATE CA
DRIVER	NAME (FIRST, MIDDLE, LAST) Halm Borer			OWNER'S NAME County Of Santa Cruz, <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS			OWNER'S ADDRESS 701 Ocean St , Santa Cruz, CA 95060 <input type="checkbox"/> SAME AS DRIVER				
PARKED VEH.	CITY / STATE / ZIP			DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE	PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE
OTHER	HOME PHONE		BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER			
INSURANCE CARRIER County of Santa Cruz		POLICY NUMBER SELF		CHP USE ONLY VEHICLE TYPE		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK <input type="checkbox"/> NONE <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> MOD. <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL OVER		GRADE IN DAMAGED AREA
DIR. OF TRAVEL W	ON STREET OR HIGHWAY Emeline Av		SPEED LIMIT 25		CA _____ DOT _____ CAL T _____		PUC _____ ICC _____	
PREPARER'S NAME Deocampo, Paul		DISPATCH NOTIFIED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		REVIEWER'S NAME J. McPhillips 107JM		DATE REVIEWED 07/21/2006		

STATE OF CALIFORNIA

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TRAFFIC COLLISION CODING

DATE OF COLLISION 06/06	TIME (24HR) 07:57	NCIC NUMBER 4402	OFFICER I.D. 167	NUMBER 06S-06979	NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY DAMAGE	OWNER'S NAME / ADDRESS				
	DESCRIPTION OF DAMAGE				

SEATING POSITION 1 - DRIVER 2 - TO 6 PASSENGERS 7 - STA WGN. REAR 8 - RR. OCC. TRK OR VAN 9 - POSITION UNKNOWN 0 - OTHER	OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP / SHOULDER HARNESS USED H - LAP / SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	M/C BICYCLE - HELMET DRIVER V - NO W - YES PASSENGER X - NO Y - YES	EJECTED FROM VEH. 0 - NOT FULLY EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN
	123 456 7			

ITEMS MARKED BELOW WHICH ARE FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE

PRIMARY COLLISION FACTOR SY NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	TYPE OF VEHICLE		MOVEMENT PRECEDING COLLISION			
		1	2	1	2		
A VC SECTION VIOLATED: CITED 22107 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	A CONTROLS FUNCTIONING			A PASSENGER CAR / STA. WGN.	X	A STOPPED	
B OTHER IMPROPER DRIVING *	B CONTROLS NOT FUNCTIONING *			B PASSENGER CAR W/ TRAILER		B PROCEEDING STRAIGHT	
C OTHER THAN DRIVER *	C CONTROLS OBSCURED			C MOTORCYCLE / SCOOTER		C RAN OFF ROAD	
D UNKNOWN *	D NO CONTROLS PRESENT / FACTOR *	X		D PICKUP OR PANEL TRUCK		D MAKING RIGHT TURN	
E FELL ASLEEP *	TYPE OF COLLISION			E PICKUP / PANEL TRK W/ TLR.	X	E MAKING LEFT TURN	
WEATHER (MARK 1 TO 2 ITEMS)	A HEAD - ON			F TRUCK OR TRUCK TRACTOR		F MAKING U TURN	
A CLEAR	B SIDESWPE			G TRK. / TRK. TRACTOR W/ TRL.		G BACKING	
B CLOUDY	C REAR END			H SCHOOL BUS		H SLOWING / STOPPING	
C RAINING	D BROADSIDE	X		I OTHER BUS		I PASSING OTHER VEHICLE	
D SNOWING	E HIT OBJECT			J EMERGENCY VEHICLE		J CHANGING LANES	
E FOG / VISIBILITY ft.	F OVERTURNED			K HWY. CONST. EQUIPMENT		K PARKING MANEUVER	
F OTHER **	G VEHICLE / PEDESTRIAN			L BICYCLE		L ENTERING TRAFFIC	
G WIND	H OTHER **			M OTHER VEHICLE		M OTHER UNSAFE TURNING	
LIGHTING	MOTOR VEHICLE INVOLVED WITH			N PEDESTRIAN		N XING INTO OPPOSING LANE	
A DAYLIGHT	A NON COLLISION			O MOPED		O PARKED	
B DUSK - DAWN	B PEDESTRIAN			OTHER ASSOCIATED FACTOR (MARK 1 TO 2 ITEMS)		P MERGING	
C DARK - STREET LIGHTS	C OTHER MOTOR VEHICLE			A VC SECTION VIOLATION: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO		Q TRAVELING WRONG WAY	
D DARK - NO STREET LIGHTS	D MOTOR VEH. DN OTHER ROADWAY			B VC SECTION VIOLATION: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO		R OTHER: *	
E DARK - STREET LIGHTS NOT FUNCTIONING *	E PARKED MOTOR VEHICLE			C VC SECTION VIOLATION: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO			
ROADWAY SURFACE	F TRAIN					SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)	
A DRY	G BICYCLE					A HAD NOT BEEN DRINKING	
B WET	H ANIMAL:					B HBD - UNDER INFLUENCE	
C SNOWY - ICY	I FIXED OBJECT:					C HBD - NOT UNDER INFLU. *	
D SLIPPERY (MUDDY, OILY, ETC.)	J OTHER OBJECT:					D HBD - IMPAIRMENT UNK. *	
ROADWAY CONDITIONS (MARK 1 TO 2 ITEMS)	PEDESTRIAN'S ACTION					E UNDER DRUG INFLU. *	
A HOLES, DEEP RUTS *	X A NO PEDESTRIAN INVOLVED					F IMPAIRMENT - PHYSICAL *	
B LOOSE MATERIAL ON RDWY. *	B CROSSING IN CROSSWALK AT INTERSECTION					G IMPAIRMENT NOT KNOWN	
C OBSTRUCTION ON ROADWAY *	C CROSSING IN CROSSWALK - NOT AT INTERSECTION					H NOT APPLICABLE	
D CONSTRUCTION - REPAIR ZONE	D CROSSING - NOT IN CROSSWALK					I BLEEPY / FATIGUED	
E REDUCED ROADWAY WIDTH	E IN ROAD - INCLUDES SHOULDER					SPECIAL INFORMATION	
F FLOODED *	F NOT IN ROAD	X	X			A HAZARDOUS MATERIAL	
G OTHER **	G APPROACH / LEAVING SCHOOL BUS					B CELL PHONE IN USE	
X H NO UNUSUAL CONDITIONS						C CELL PHONE NOT IN USE	
						D CELL PHONE NONE/UNK	

SKETCH

INDICATE NORTH

MISCELLANEOUS

5-4.9

STATE OF CALIFORNIA

NARRATIVE / SUPPLEMENTAL

PAGE 1 OF 2

CHP 556 (Rev 7-90) OPI 042

DATE OF INCIDENT / OCCURENCE 07/06/06		TIME (2400) 07:57	NCC NUMBER 4402	OFFICER I.D. 167	NUMBER 08S-06979	
<input checked="" type="checkbox"/> NARRATIVE <input type="checkbox"/> SUPPLEMENTAL		<input checked="" type="checkbox"/> COLLISION REPORT <input type="checkbox"/> OTHER:		TYPE SUPPLEMENTAL (* APPLICABLE) <input type="checkbox"/> DA UPDATE <input type="checkbox"/> HAZARDOUS MATERIALS <input type="checkbox"/> FATAL <input type="checkbox"/> SCHOOL BUS <input type="checkbox"/> HIT AND RUN UPDATE <input type="checkbox"/> OTHER:		
CITY Santa Cruz	COUNTY Santa Cruz	JUDICIAL DISTRICT Santa Cruz	REPORTING DISTRICT 4402	BEAT E	CITATION NUMBER	
LOCATION Emeline Av		SUBJECT		STATE HIGHWAY RELATED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

NOTIFICATION

On 7/6/2006 at approximately 0754hrs I was dispatched to an accident at Plymouth and Emeline. I responded from the office and arrived shortly thereafter. Any speeds and/or measurements are approximate and were obtained by pacing and visual estimation. Upon my arrival I noted the accident occurred off of the 700 block of Plymouth at Emeline.

SCENE DESCRIPTION

Plymouth St is a flat, smooth asphalt roadway with standard curbs, gutters and sidewalks. At this location, It is designated a north and southbound roadway with one lane in each direction.

Emeline is flat, smooth asphalt roadway with standard curbs, gutters and sidewalks. It is designated an east and westbound roadway with one lane in each direction. Emeline intersections Plymouth St at an approximate 90 degree angle. westbound Emeline is controlled by a stop sign at the intersection of Plymouth St. Plymouth is controlled by two stop signs booth north and south.

The weather was clear and the roadway was dry with no visible obstructions.

PARTIES

P1 was identified by her California driver's license as Sandra LIPPERD. P2 was identified by his California driver's license as Haim BORER.

V1 was pulled over on Emeline in front of the County building. It had minor scrapes and paint transfers on its left side directly in front of the left rear wheel.

V2 was pulled over on Emeline at Plymouth. It sustained minor damage to the left rear quarter panel directly behind the left rear wheel.

PHYSICAL EVIDENCE

The only physical evidence was the damage to the vehicles.

STATEMENTS

P1 LIPPERD stated she was traveling south on Plymouth while making a left turn onto

PREPARER'S NAME P Deocampo 167PD	DATE 07/20/06	REVIEWER'S NAME J. McPhillips 107JM	DATE 07/21/06
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5-4.10

STATE OF CALIFORNIA

NARRATIVE / SUPPLEMENTAL

PAGE 2 OF 2

CHP 556 (Rev 7-90) OPI 042

DATE OF INCIDENT / OCCURENCE 07/06/06		TIME (2-00) 07:57	NCE NUMBER 4402	OFFICER I D 167	NUMBCH 06S-06979	
<input checked="" type="checkbox"/> NARRATIVE <input type="checkbox"/> SUPPLEMENTAL		<input checked="" type="checkbox"/> COLLISION REPORT <input type="checkbox"/> OTHER:	TYPE SUPPLEMENTAL (* APPLICABLE) <input type="checkbox"/> BA UPDATE <input type="checkbox"/> HAZARDOUS MATERIALS			<input type="checkbox"/> FATAL <input type="checkbox"/> SCHOOL BUS <input type="checkbox"/> HIT AND RUN UPDATE <input type="checkbox"/> OTHER:
CITY Santa Cruz	COUNTY Santa Cruz	JUDICIAL DISTRICT Santa Cruz	REPORTING DISTRICT 4402	BEAT E	CITATION NUMBER	
LOCATION Emeline Av		SUBJECT		STATE HIGHWAY RELATED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

Emeline. She stated V2 had pulled up to the intersection from Emeline and cut her off. P1 stated V2 drove into her path as she turned V1 onto Emeline. She stated P2 stopped as she was turning and when they made contact P2 pulled away causing even more damage to V2. P1 said she thought P2 was going to stop and allow her to complete her turn when they made contact. She said P2 pulled up to the stop sign and stopped in the path of the rear of the bus. She explained the fact the damage that was caused by the initial contact was not as severe as the damage caused when P2 pulled his truck away from the bus.

P2 BORER stated he was traveling west on Emeline toward the intersection with Plymouth. P2 stated he gave V1 plenty of room to make the turn in front of him and he was approximately 15 feet behind the limit line at the intersection and within his lane. P2 stated P1 cut the corner and was coming very close when the left rear of V1 made contact with his truck. P2 said he was at a complete stop when the initial collision occurred and he pulled his truck away from V1 to allow P1 to pull over and get out of the way.

SUMMARY

V1(Metro Bus) was traveling S/B on Plymouth when P1 attempted to make a left turn onto Emeline and collided with V2 that was stopped several feet behind the limit line on Emeline. V1's left rear quarter panel made contact with the left rear quarter panel of V2 causing minor damage to both vehicles.

AREA OF IMPACT

The AOI was determined by statements to be approximately 25 feet E/EPCL of Plymouth and 15 feet S/NCL of Emeline Ave.

INTOXICATION INVESTIGATION

Neither party was intoxicated.

CAUSE

The PCF was caused by P1 making an unsafe turning movement in violation of 22107 VC

RECOMMENDATION:

None.

PREPARER'S NAME P. Dgocampo 167PD	DATE 07/20/06	REVIEWER'S NAME J. McPhillips 107JM	DATE 07/21/06
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****REVISED****



**Agenda
METRO Advisory Committee**

6:00 pm
September 20, 2006
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of August 16, 2006
5. Ridership Report for July 2006
6. ParaCruz Operations Status Report for May 2006
7. Discussion of Ridership Report Improvements
8. Discussion of Airport Transit Brochure
9. Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
10. Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding
11. Consideration Of Requirements Regarding Priority Seating On The Buses
12. **Discussion of Service to UCSC**
13. Communications to METRO General Manager
14. Communications to METRO Board of Directors
15. Items for Next Meeting Agenda
16. Adjournment



Next Meeting: Wednesday October 18, 2006 @ 6:00 pm
Santa Cruz Metro Conference Room

5-5.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

July 19, 2006

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, July 19, 2006 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:05 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper
Norm Hagen, Vice Chair
Naomi Gunther
Paul Marcelin-Sampson
Mara Murphy
Dennis Papadopulo
Stuart Rosenstein (arrived after roll call)
Dave Williams (arrived after roll call)
Lesley Wright
Robert Yount, Chair

MEMBERS ABSENT

None, all present

STAFF PRESENT

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

VISITORS PRESENT

Carolyn Derwing, UTU
Bonnie Morr, UTU

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATION

Oral: Ian McFadden informed the Committee of a Point-Check Study that was performed in May of 2006. He discussed the results of the study and the timetables of certain routes including a time gain of approximately 1 hour to certain routes at certain times due to heavy traffic on inbound routes. Mr. McFadden then informed the Committee of route changes being introduced by SCMTD some of which were a direct reflection of a proposal presented to MAC by Matthew Melzer (previous MAC Member). Vice Chair Norm Hagen asked Mr. McFadden for written information describing the route changes including any drafts. Mr. McFadden acknowledged that a report was in development and would be presented to MAC when it is available.

Oral: Les White distributed two items: The revised BYLAWS FOR THE METRO ADVISORY COMMITTEE and MAC Bylaws Amendments that are attached to the file copy of these minutes, which summarizes the revisions. Les White discussed information on the revisions to the MAC bylaws and highlighted taking away the term limits and also having the members serve 2-year terms from time of appointment verses cycling through the January appointment period. Mr. White referred to the handouts for specific revisions accepted by the Board of Directors.

5-5.2

Oral: Chair Robert Yount introduced information concerning Anti-Smoking laws and policies in public areas, businesses and cities including Santa Cruz and Capitola. Mr. Yount talked about the Surgeon Generals Report on second-hand smoke and it's effect on public health. Mr. Yount concluded his oral communication by stating he would go into more detail during Item #7 today's Agenda.

4. CONSIDERATION OF MINUTES OF JUNE 21, 2006

ACTION: MOTION: VICE CHAIR NORM HAGEN SECOND: DENNIS PAPADOPULO

ACCEPT AND FILE MINUTES OF THE JUNE MEETING AS PRESENTED.

Motion passed with Chair Robert Yount and Stuart Rosenstein abstaining and all Members being present.

5. RIDERSHIP REPORT OF MAY 2006

Paul Marcelin-Sampson stated that he would provide the Key for the Ridership Report at the August MAC meeting. He explained how some of the columns are used and said that in order to get the ridership totals to add up you need to subtract all columns (except Revenue) from the total and the remaining number is Paying Cash Fare Ridership that is not represented on the report. Report was accepted.

6. PARACRUZ OPERATIONS STATUS REPORT FOR MARCH 2006

Steve Paulson commented on the fact the ParaCruz Operations Status Report has not been included in the MAC packet previously. Mr. Paulson then explained how the updated report is included in the Board Packet each month in order to keep the Board up-to-date on the performance of ParaCruz for the Fiscal Year to date through the month of the report. Paul Marcelin-Sampson commented that the Chart in the report showed a tremendous reduction in Rides by Supplemental Providers from previous years. Steve Paulson explained that in the past Lift Line was required to contract out 70% of rides service. Prior to METRO directly operating ParaCruz, the contracting requirement was removed.

7. DISCUSSION OF METRO SMOKING/NON-SMOKING POLICY IN AND AROUND TRANSIT CENTERS INCLUDING CONSIDERATION OF PUBLIC OPINION

Margaret Gallagher distributed a draft of the proposed SCMTD Regulation AR-3011 Anti-Smoking Policy, which is attached to the file copy of these minutes, and Chair Robert Yount instructed the Committee to take a moment to review the draft, particularly the revisions. Mr. Yount handed out an article, which is attached to the file copy of these minutes from the United States Department of Health and Human Services website. The article is called The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General, U.S. Department of Health and Human Services, 6 Major Conclusions of the Surgeon General Report. Mr. Yount described his involvement with smoking/non-smoking issues including 2nd hand smoke and the effects it has on health. He gave details and examples of his research along with personal experiences and

opinions on this issue. Mr. Yount stated that the California Air Resource Board (CARB) released a report in January of 2006 declaring 2nd Hand Smoke a toxic substance due to chemicals contained within it. He further described the mentioned reports and their contents.

Chair Robert Yount handed out a copy of an email that he sent to Margaret Gallagher, which is attached to the file copy of these minutes. Mr. Yount read the email listing 5 items addressing the SCMTD Smoking/Non-smoking Policy.

Vice Chair Norm Hagen suggested an increased and constant use of signage clearly indicating non-smoking areas would help. Margaret Gallagher pointed out that under 5.01 of the proposed Anti-Smoking Policy the terminology states that signage will be posted at all SCMTD buildings and facilities covered under the policy and asked if anyone had suggestions for alternate wording or signage. Chair Robert Yount suggested adding "No Smoking Within 50 Feet of the Building." Mr. Yount also added that he would like to see signage on the sidewalk/curb/pavement to reduce misinterpretation of exactly where the non-smoking area is designated.

Stuart Rosenstein suggested the wording of item 5.01 could be changed to include areas mentioned in Section III. Margaret Gallagher gave more detail into specific locations covered under the policy clarifying between public areas and employee designated smoking areas. Naomi Gunther stated her concern on the interpretation of signs declaring distance and exactly how that would be determined.

Mara Murphy asked if the policy was primarily focused on employees. Margaret Gallagher explained that it was focused on employees due to the fact that most of SCMTD buildings house employees but further explained that Section II Applicability includes contractors and members of the public. Ms. Murphy then asked who would be doing the monitoring of the smoking policy. Margaret Gallagher explained that SCMDT employees would be disciplined directly by SCMTD and that other agencies could be asked to assist at public places. Ms. Gallagher stated that enforcement of a non-smoking policy in public areas with the public is very difficult. She added by saying it is not SCMTD's intention to have employees confronting the public or public confronting public and having a situation arise that could escalate into an argument or worse. Chair Robert Yount stated that in his opinion it is the responsibility of law enforcement officials to enforce applicable laws and that in the future there will be more support from government agencies.

Paul Marcelin-Sampson suggested rewording item 4.01 to include additional areas stated in Section III and the Greyhound property. Mr. Marcelin-Sampson stated his concern on the enforcement of the policy with the public and the safety of all parties involved. Mara Murphy suggested using an audible announcement at Metro stations and on buses. Although no one endorsed or promoted the act of smoking Bonnie Morr and Carolyn Derwing expressed concern over disciplining employees for smoking. Both Ms. Morr and Ms. Derwing suggested that the SCMTD could possibly introduce incentives and/or assistance for employees to quit smoking. Chair Robert Yount was in favor of this suggestion.

Chair Robert Yount requested to have the non-smoking policy item included on the next MAC Agenda for further discussion.

8. DISCUSSION OF THE DOT'S PROPOSED RULE CONCERNING MODIFICATIONS TO THE ADA AND RELATED RULES AFFECTING PUBLIC TRANSPORTATION

Chair Robert Yount referred to letters that are available to use in preparation of communications to the Department of Transportation (DOT) on behalf of SCMTD regarding the ADA rule modifications.

Margaret Gallagher distributed a draft response letter to Docket Management Facility, U.S. Department of Transportation regarding February 27, 2006-Notice of Proposed Rulemaking, 49 C.F.R. Parts 27, 37 and 38, Docket OST – 2006 – 23985 she composed, which is attached to the file copy of these minutes. Ms. Gallagher explained that the SCMTD Board of Directors will review the final letter at the July 28th Board Meeting and if it is approved it will be transmitted to the DOT. Ms. Gallagher highlighted two primary issues that were discussed by MAC and included in the letter (not changing the definition of "common wheelchair" and methods of counting missed trips on Paratransit). Dave Williams and Vice Chair Norm Hagen asked that the definitions include scooters and/or personal transport. Ms. Gallagher stated that she would include scooters in the letter and explained that part of the definition of common wheelchair is 48 inches in length. Ms. Gallagher asked that any additional comments or suggestions from MAC be sent to her so it can be included in the letter to the DOT.

9. REVIEW OF 5-YEAR OPERATING AND CAPITAL FINANCIAL PLAN

Les White referred to the SCMTD 5-year Budget Framework Report that he handed out at the June 21st MAC meeting. Mr. White explained that the report was put together to provide some guidance for staff and outline the actions that need to be taken in order to realize the goals of SCMTD. Mr. White discussed some of the issues and conditions that SCMTD has experienced in the past and what changes need to be made to correct and improve on them. Mr. White further referred to the report and offered detailed information on certain points clarifying specific issues.

Naomi Gunther asked for supplemental budget information giving more detail to specific issues. Les White clarified what items Ms. Gunther would like information on and stated that the information would be available at next month's MAC meeting.

10. DISCUSSION OF WEST SIDE PROPOSAL

Les White stated the route change proposal and recommendations have been submitted to Service Planning and Review Committee (SPARC) and SCMTD is waiting for a response. Mr. White explained that some of the changes would be incorporated into the fall bus schedule. Ian McFadden informed the committee that SCMTD conducts two service changes per year, fall and summer. Chair Robert Yount requested to leave this item on the agenda for next month's MAC meeting.

11. DISCUSSION OF PARACRUZ CUSTOMER GUIDE CHANGES

Steve Paulson gave a brief history and introduction of the ParaCruz Customer Guide. Mr. Paulson stated the guide was originally crafted by a group of Paratransit users with the help of a consultant at a time when SCMTD had no direct operational experience with Paratransit. Mr. Paulson explained the layout of the ParaCruz side-by-side comparative guide handout and suggested the MAC members read through the guide comparison and offer any comments or recommendations for changes or alterations.

Chair Robert Yount asked if the members would consider a subcommittee and asked for volunteers. Lesley Wright requested that a block of time be reserved at the next MAC meeting giving everyone time to carefully read through the comparison guide and stated her preference to have MAC discuss the guide as group rather than having a subcommittee. Chair Robert Yount requested the members read through the guide carefully before the next meeting and a large block of time would be set aside to discuss the guide. Mr. Paulson informed the committee the primary changes to the guide are the "No-Show" policy specific wording of the guide.

12. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

13. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

14. ITEMS FOR NEXT MEETING AGENDA

- Ridership Report
- ParaCruz Operations Status Report for April 2006
- Discussion of ParaCruz Customer Guide Changes
- Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
- Discussion of West Side Proposal
- Proposal to End MAC Meetings by 7:55 to Allow Transit Riders Time to Board Buses Departing on the Hour

ADJOURN

There being no further business, Chair Robert Yount thanked everyone for participating, and he adjourned the meeting at 7:58 p.m.

Respectfully submitted,


Dale Hamilton
ADMINISTRATIVE ASSISTANT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of August 1 - August 31, 2006.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$29,682,515 or \$161,406 under the amount of revenue expected to be received during the first eleven months of the fiscal year.
- Total operating expenses for the year to date in the amount of \$27,735,386 are at 79.7% of the budget.
- A total of \$1,487,153 has been expended through May 31st for the FY 05-06 Capital Improvement Program.
- No fixed-route bus service was operated from September 27, 2005, to November 2, 2005, due to the strike called by United Transportation Union (UTU), Local 23. ParaCruz continued to operate with full staffing.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 05-06 budget as of May 31, 2006. The fiscal year is 91.7% elapsed.

A. Operating Revenues

Revenues are \$161,406 under the amount expected to be received for the period.

No farebox revenue or service contract revenue for fixed-route service was received from September 27, 2005, to November 9, 2005, due to the strike and subsequent fare-free days from November 3-9, 2005. Therefore, passenger revenue is \$1,078,103 below budget for the year to date. However, this is partly offset by the increase in interest income (\$188,474 over budget due

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September 22, 2006

Board of Directors

Page 2

to higher interest rates) and sales tax revenue (\$698,788 over budget due to higher returns than projected.) Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$27,735,386 or 79.7% of the budget, with 91.7% of the year elapsed. Aside from the ParaCruz operation, only management staff reported to work during the strike along with a small number of key employees represented by Service Employees International Union (SEIU), Local 415. However, all SEIU-represented employees were paid, resulting in continuing payroll and benefit costs. UTU-represented fixed-route bus operators continued to receive paid benefits during the strike. Since wages were not paid to bus operators during the strike, the reduction in expense partially offsets the reduction in passenger revenue. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$1,487,153 has been expended on the Capital Improvement Program. Of this, \$1,077,047 has been spent on MetroBase. Since State Transit Assistance (STA) payments are made quarterly to the District, the capital funding appears to greatly exceed the expenses. But STA monies are already accounted for to help with the local share for MetroBase and to fund non-grant capital projects.

IV. FINANCIAL CONSIDERATIONS

The strike called by United Transportation Union, Local 23, began on September 27, 2005, resulting in the immediate cessation of all fixed-route bus service. ParaCruz service continued to operate. The strike impacted revenues and expenses from September 27, 2005 – November 2, 2005. The District offered fare-free days to riders from November 3-9, 2005, impacting revenues.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for May 2006.

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MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - MAY 2006

Attachment **A**

Operating Revenue	FY 05-06 Budgeted for Month	FY 05-06 Actual for Month	FY 05-06 Budgeted YTD	FY 04-05 Actual YTD	FY 05-06 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 300,900	\$ -	\$ 3,273,968	\$ 3,222,562	\$ 2,674,051	\$ (599,917)	
Paratransit Fares	\$ 23,515	\$ -	\$ 271,505	\$ 223,775	\$ 204,308	\$ (67,197)	
Special Transit Fares	\$ 256,886	\$ -	\$ 2,237,099	\$ 2,175,677	\$ 1,873,767	\$ (363,332)	
Highway 17 Revenue	\$ 89,166	\$ -	\$ 970,512	\$ 970,516	\$ 922,855	\$ (47,657)	
<i>Subtotal Passenger Rev</i>	\$ 670,467	\$ -	\$ 6,753,084	\$ 6,592,530	\$ 5,674,981	\$ (1,078,103)	See Note 1
Advertising Income	\$ 4,167	\$ -	\$ 45,833	\$ 56,770	\$ 87,135	\$ 41,302	See Note 2
Commissions	\$ 500	\$ -	\$ 5,500	\$ 6,298	\$ 4,766	\$ (734)	
Rent Income	\$ 11,958	\$ -	\$ 134,341	\$ 198,378	\$ 122,860	\$ (11,481)	See Note 3
Interest - General Fund	\$ 45,863	\$ -	\$ 750,283	\$ 418,107	\$ 938,757	\$ 188,474	See Note 4
Non-Transportation Rev	\$ 110,375	\$ -	\$ 322,125	\$ 4,321	\$ 322,702	\$ 577	
Sales Tax Income	\$ 1,332,900	\$ -	\$ 14,487,230	\$ 14,334,392	\$ 15,186,018	\$ 698,788	See Note 5
TDA Funds	\$ -	\$ -	\$ 4,258,265	\$ 4,088,272	\$ 4,258,265	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 3,021,556	\$ 2,950,231	\$ 3,021,556	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 65,704	\$ 92,928	\$ 65,475	\$ (229)	
FTA Op Asst Advance	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	
FY 04-05 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 2,176,230	\$ -	\$ 29,843,921	\$ 29,092,227	\$ 29,682,515	\$ (161,406)	

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**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - MAY 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 913,581	\$ 878,072	\$ 719,925	\$ 738,422	84.1%	
Finance	\$ 616,075	\$ 608,474	\$ 474,984	\$ 440,433	72.4%	
Customer Service	\$ 469,041	\$ 474,877	\$ 380,850	\$ 348,364	73.4%	
Human Resources	\$ 403,818	\$ 409,565	\$ 240,454	\$ 307,544	75.1%	
Information Technology	\$ 438,387	\$ 445,134	\$ 337,260	\$ 390,099	87.6%	
District Counsel	\$ 396,870	\$ 396,052	\$ 281,156	\$ 336,469	85.0%	
Facilities Maintenance	\$ 958,977	\$ 971,773	\$ 901,816	\$ 779,444	80.2%	
Paratransit Program	\$ 2,710,777	\$ 2,752,469	\$ 1,440,466	\$ 2,291,454	83.3%	
Operations	\$ 1,905,376	\$ 1,933,761	\$ 1,694,726	\$ 1,605,663	83.0%	
Bus Operators	\$ 12,759,002	\$ 12,987,373	\$ 10,967,333	\$ 10,326,906	79.5%	
Fleet Maintenance	\$ 4,073,806	\$ 4,124,721	\$ 3,259,833	\$ 3,222,262	78.1%	
Retired Employees/COBRA	\$ 1,155,813	\$ 1,151,130	\$ 845,676	\$ 1,001,959	87.0%	
Total Personnel	\$ 26,801,523	\$ 27,133,401	\$ 21,544,478	\$ 21,789,019	80.3%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 655,301	\$ 748,851	\$ 516,893	\$ 618,215	82.6%	
Finance	\$ 813,517	\$ 890,517	\$ 762,866	\$ 704,084	79.1%	
Customer Service	\$ 96,006	\$ 96,006	\$ 91,686	\$ 71,628	74.6%	
Human Resources	\$ 45,706	\$ 49,206	\$ 30,753	\$ 53,149	108.0%	See Note 6
Information Technology	\$ 133,035	\$ 189,235	\$ 139,300	\$ 141,141	74.6%	
District Counsel	\$ 11,463	\$ 36,821	\$ 23,642	\$ 29,584	80.3%	
Risk Management	\$ 259,015	\$ 396,333	\$ 134,219	\$ 186,216	47.0%	
Facilities Maintenance	\$ 444,250	\$ 444,250	\$ 325,864	\$ 282,296	63.5%	
Paratransit Program	\$ 867,761	\$ 816,513	\$ 1,296,069	\$ 526,187	64.4%	
Operations	\$ 617,418	\$ 617,418	\$ 426,899	\$ 556,073	90.1%	
Bus Operators	\$ 7,120	\$ 7,120	\$ 2,139	\$ 4,405	61.9%	
Fleet Maintenance	\$ 3,330,435	\$ 3,376,880	\$ 2,771,875	\$ 2,773,140	82.1%	
SCCIC	\$ 450	\$ 450	\$ 20	\$ 250	55.6%	
Total Non-Personnel	\$ 7,281,477	\$ 7,669,600	\$ 6,522,226	\$ 5,946,368	77.5%	
Total Operating Expense	\$ 34,083,000	\$ 34,803,000	\$ 28,066,706	\$ 27,735,386	79.7%	
YTD Operating Revenue Over YTD Expense				\$ 1,947,129		

**CONSOLIDATED OPERATING EXPENSE
MAY 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 7,897,147	\$ 7,547,147	\$ 6,155,543	\$ 5,855,626	77.6%	
Operators Overtime	\$ 1,154,109	\$ 1,504,109	\$ 1,192,549	\$ 1,434,454	95.4%	See Note 7
Other Salaries & Wages	\$ 6,223,417	\$ 6,012,208	\$ 5,003,656	\$ 4,590,989	76.4%	
Other Overtime	\$ 166,200	\$ 298,175	\$ 129,352	\$ 224,179	75.2%	
	\$ 15,440,873	\$ 15,361,639	\$ 12,481,100	\$ 12,105,248	78.8%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 226,164	\$ 226,164	\$ 142,735	\$ 152,203	67.3%	
PERS Retirement	\$ 1,728,898	\$ 2,168,899	\$ 1,277,595	\$ 1,655,177	76.3%	
Medical Insurance	\$ 3,724,628	\$ 3,674,628	\$ 3,170,044	\$ 3,299,823	89.8%	
Dental Plan	\$ 534,944	\$ 506,055	\$ 415,175	\$ 428,037	84.6%	
Vision Insurance	\$ 144,360	\$ 144,360	\$ 119,854	\$ 123,483	85.5%	
Life Insurance	\$ 48,768	\$ 48,768	\$ 39,364	\$ 40,062	82.1%	
State Disability Ins	\$ 333,050	\$ 333,050	\$ 168,979	\$ 160,251	48.1%	
Long Term Disability Ins	\$ 191,434	\$ 191,434	\$ 186,343	\$ 162,613	84.9%	
Unemployment Insurance	\$ 85,251	\$ 85,251	\$ 69,467	\$ 57,565	67.5%	
Workers Comp	\$ 1,396,680	\$ 1,396,680	\$ 992,043	\$ 884,758	63.3%	
Absence w/ Pay	\$ 2,908,020	\$ 2,908,020	\$ 2,457,783	\$ 2,657,575	91.4%	
Other Fringe Benefits	\$ 38,454	\$ 88,454	\$ 23,998	\$ 62,224	70.3%	
	\$ 11,360,650	\$ 11,771,762	\$ 9,063,380	\$ 9,683,771	82.3%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 315,959	\$ 315,959	\$ 228,802	\$ 222,441	70.4%	
Prof/Legis/Legal Services	\$ 467,919	\$ 510,974	\$ 238,938	\$ 315,837	61.8%	
Temporary Help	\$ -	\$ 79,234	\$ 89,105	\$ 66,740	84.2%	
Custodial Services	\$ 107,800	\$ 107,800	\$ 60,417	\$ 59,583	55.3%	
Uniforms & Laundry	\$ 57,223	\$ 43,348	\$ 43,436	\$ 32,849	75.8%	
Security Services	\$ 424,699	\$ 424,699	\$ 281,370	\$ 408,036	96.1%	See Note 8
Outside Repair - Bldgs/Eqmt	\$ 211,578	\$ 220,322	\$ 154,670	\$ 143,034	64.9%	
Outside Repair - Vehicles	\$ 347,800	\$ 332,800	\$ 223,116	\$ 151,791	45.6%	
Waste Disp/Ads/Other	\$ 75,019	\$ 65,839	\$ 92,108	\$ 59,569	90.5%	
	\$ 2,007,997	\$ 2,100,975	\$ 1,411,963	\$ 1,459,880	69.5%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ -	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 309,600	\$ 272,097	\$ 961,847	\$ 125,350	46.1%	
	\$ 309,600	\$ 272,097	\$ 961,847	\$ 125,350	46.1%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 2,094,447	\$ 1,987,116	\$ 1,540,923	\$ 1,731,373	87.1%	
Tires & Tubes	\$ 178,560	\$ 184,560	\$ 163,228	\$ 140,114	75.9%	
Other Mobile Supplies	\$ 7,740	\$ 11,028	\$ 12,319	\$ 9,676	87.7%	
Revenue Vehicle Parts	\$ 407,510	\$ 552,782	\$ 448,814	\$ 483,686	87.5%	
	\$ 2,688,257	\$ 2,735,486	\$ 2,165,285	\$ 2,364,849	86.5%	

**CONSOLIDATED OPERATING EXPENSE
MAY 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 24,358	\$ 25,362	\$ 16,468	\$ 14,480	57.1%	
Printing	\$ 65,088	\$ 79,643	\$ 58,703	\$ 74,942	94.1%	See Note 9
Office/Computer Supplies	\$ 70,948	\$ 88,062	\$ 75,262	\$ 69,162	78.5%	
Safety Supplies	\$ 21,875	\$ 21,875	\$ 13,723	\$ 8,527	39.0%	
Cleaning Supplies	\$ 58,730	\$ 58,730	\$ 41,945	\$ 36,851	62.7%	
Repair/Maint Supplies	\$ 55,000	\$ 43,864	\$ 42,485	\$ 31,253	71.2%	
Parts, Non-Inventory	\$ 40,500	\$ 42,399	\$ 34,648	\$ 39,671	93.6%	See Note 10
Small Tools	\$ 10,600	\$ 11,600	\$ 8,854	\$ 5,999	51.7%	
Promo/Photo Supplies	\$ 13,041	\$ 13,032	\$ 5,310	\$ 4,008	30.8%	
	\$ 360,140	\$ 384,567	\$ 297,398	\$ 284,893	74.1%	
UTILITIES						
	\$ 340,882	\$ 352,717	\$ 283,369	\$ 283,875	80.5%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 491,100	\$ 551,100	\$ 527,029	\$ 466,167	84.6%	
Settlement Costs	\$ 150,000	\$ 296,000	\$ 115,686	\$ 146,136	49.4%	
Repairs to Prop	\$ -	\$ -	\$ (14,021)	\$ (26,765)	0.0%	See Note 11
	\$ 641,100	\$ 847,100	\$ 628,694	\$ 585,538	69.1%	
TAXES						
	\$ 47,743	\$ 47,743	\$ 35,806	\$ 35,342	74.0%	
MISC EXPENSES						
Dues & Subscriptions	\$ 54,159	\$ 55,891	\$ 43,372	\$ 52,129	93.3%	See Note 12
Advertising - Revenue Prod.	\$ 15,000	\$ 15,000	\$ 9,891	\$ 7,677	51.2%	
Employee Incentive Program	\$ 7,547	\$ 7,547	\$ 4,765	\$ 4,367	57.9%	
Training	\$ 8,800	\$ 9,240	\$ 765	\$ 3,929	42.5%	
Travel	\$ 21,870	\$ 21,028	\$ 5,716	\$ 15,339	72.9%	
Other Misc Expenses	\$ 20,328	\$ 20,665	\$ 13,629	\$ 10,699	51.8%	
	\$ 127,704	\$ 129,371	\$ 78,138	\$ 94,140	72.8%	
OTHER EXPENSES						
Leases & Rentals	\$ 758,054	\$ 799,544	\$ 659,727	\$ 712,501	89.1%	
Total Operating Expense	\$ 34,083,000	\$ 34,803,000	\$ 28,066,706	\$ 27,735,386	79.7%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 05-06 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Final Program Budget	Expended in May	YTD Expended
Grant Funded Projects			
MetroBase	\$ 29,622,709	\$ 445,562	\$ 1,077,047
Revenue Vehicle Replacement	\$ 920,000	\$ -	\$ -
Short Range Transit Plan	\$ 100,000	\$ -	\$ 1,127
Pacific Station Renovation	\$ -	\$ -	\$ 4,650
	\$ 30,642,709		
District Funded Projects			
Bus Stop Imprvmnts/Bus Shelter Projects	\$ 40,000	\$ -	\$ 20,340
Revenue Vehicle Replacement	\$ 90,000	\$ 63,820	\$ 74,413
IT Projects	\$ 191,200	\$ -	\$ 127,737
Facilities Repairs & Improvements	\$ 29,500	\$ -	\$ 25
Non-Revenue Vehicle Replacement	\$ 312,000	\$ 13,146	\$ 68,977
Office Equipment	\$ 26,100	\$ 65,461	\$ 91,027
PM Filters for Fleet (4)	\$ 33,320	\$ -	\$ 2,874
Mt. Biewlaski Repeater	\$ 15,000		\$ -
Bus Engine	\$ 18,936	\$ -	\$ 18,936
Transfer to Operating Budget	\$ 215,000	\$ -	\$ -
	\$ 971,056		
TOTAL CAPITAL PROJECTS	\$ 31,613,766	\$ 587,989	\$ 1,487,153
CAPITAL FUNDING SOURCES	Budget	Received in May	YTD Received
Federal Capital Grants	\$ 9,230,246	\$ -	\$ 493,753
State/Local Capital Grants	\$ 7,500,000	\$ -	\$ -
STA Funding	\$ 1,542,852	\$ -	\$ 1,127,135
Transfer from Operating Budget	\$ -	\$ -	\$ -
Bus Stop Improvement Reserves	\$ 10,000	\$ -	\$ -
District Reserves	\$ 13,330,668	\$ -	\$ -
TOTAL CAPITAL FUNDING	\$ 31,613,766	\$ -	\$ 1,620,888

5-6.95

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

1. Passenger fares (farebox and pass sales) are \$599,917 or 18% under the final budget amount for the year to date. Paratransit fares are \$67,197 or 25% under the budgeted amount. Special transit fares (contracts) are \$363,332 or 16% under the budgeted amount. Highway 17 Express revenue is \$47,657 or 5% under the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first eleven months of the fiscal year by a net \$1,078,103 or 16%.
2. Advertising income is \$41,302 over the budgeted amount for the year to date based on current advertising levels on the exterior of District buses. A formal program to sell ads has not yet been implemented.
3. Rent income is \$11,481 under budget for the year to date due to a continuing vacancy in the Metro Center space previously occupied by Storti's Pizzeria.
4. Interest income is \$188,474 over budget for the year to date due to higher interest rates than projected in the County investment pool.
5. Sales tax income is \$698,788 over budget for the first eleven months of the fiscal year. Tax receipts for the October - December 2005 sales quarter were up 4.7 % while the budget projected no increase for the quarter.
6. Human Resources non-personnel expense is at 108.0% of the budget due to many more pre-employment exams than budgeted resulting from a high number of position vacancies during the year, along with more professional services such as arbitrations.
7. Operators overtime expense is at 95.4% of the budget due to position vacancies.
8. Security services are at 96.1% of the budget due to additional services required during the strike.
9. Printing is at 94.1% of the budget due to the semi-annual printing of Headways.
10. Non-inventory parts are at 93.6% of the budget due to volume purchase of supplies for Fleet Maintenance.
11. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.
12. Dues and subscriptions are at 93.3% of the budget due to annual payment of APTA dues and CTA dues.

5-6.26

**FY 05-06 BUDGET TRANSFERS
AUGUST 1-31, 2006**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 06-031			
TRANSFER FROM:	503033-1700	Legal Services	\$ (100)
TRANSFER TO:	503031-1700	Prof/Tech Services & Fees	\$ 100
REASON:	To cover account over-run in the Legal Department.		

TRANSFER # 06-032			
TRANSFER FROM:	501021-1200	Other Salaries	\$ (1,000)
TRANSFER TO:	501023-1200	Other Overtime	\$ 1,000
REASON:	To cover overtime expenses in Finance.		

TRANSFER # 06-033			
TRANSFER FROM:	504409-2200	Repair/Maintenance Supplies	\$ (11,136)
TRANSFER TO:	504311-2200	Office Supplies	\$ 464
	505021-2200	Water, Sewer & Garbage	\$ 10,335
	507201-2200	Licenses & Permits	\$ 337
REASON:	To cover account over-runs for FY 05/06.		

TRANSFER # 06-034			
TRANSFER FROM:	504012-4100	Fuels & Lubricants-Buses	\$ (123,772)
TRANSFER TO:	503162-4100	Uniforms/Laundry	\$ 2
	503221-4100	Legal Ads	\$ 820
	504011-4100	Fuels & Lubricants	\$ 1,441
	504161-4100	Other Mobile Supplies	\$ 3,288
	504191-4100	Revenue Vehicle Parts	\$ 115,272
	504211-4100	Postage & Mailing	\$ 1,050
	504421-4100	Non-Inventory Parts	\$ 1,899
REASON:	To cover account over-runs for FY 05/06.		

**FY 05-06 BUDGET TRANSFERS
AUGUST 1-31, 2006**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 06-035			
TRANSFER FROM:	501021-1500	Other Salaries	\$ (325)
TRANSFER TO:	501023-1500	Other Overtime	\$ 325
REASON:	To cover account over-runs in IT.		

TRANSFER # 06-036			
TRANSFER FROM:	503031-1800	Prof/Tech Services & Fees	\$ (50)
TRANSFER TO:	504215-1700	Printing	\$ 50
REASON:	To cover account over-run in the Legal Department.		

TRANSFER # 06-037			
TRANSFER FROM:	501021-1200	Other Salaries	\$ (5,000)
TRANSFER TO:	503041-1200	Temp Help	\$ 5,000
REASON:	To cover cost of temp help for payables during recruitment process in Finance.		

TRANSFER # 06-038			
TRANSFER FROM:	501011-3100	Bus Operator Pay	\$ (50,000)
	501021-3100	Other Salaries	\$ (150)
	503031-3100	Prof/Technical & Fees	\$ (1,500)
TRANSFER TO:	501013-3100	Bus Operator OT	\$ 50,000
	501023-3100	Other OT	\$ 150
	503352-3100	Equip Repair-Out	\$ 500
	504211-3100	Postage & Mailing	\$ 500
	504215-3100	Printing	\$ 500
REASON:	To cover account over-run in ParaTransit.		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

**SUBJECT: MONTHLY BUDGET STATUS REPORT FOR JUNE 2006;
DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF
\$ 649,817 FOR CARRYOVER IN THE FY 06-07 BUDGET,
\$ 143,221 FOR LIABILITY INSURANCE RESERVES,
\$ 434,812 FOR WORKERS' COMPENSATION RESERVES;
\$ 77,697 FOR BUS OPERATOR WAGE ADJUSTMENT RESERVES,
AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND
ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors designate \$649,817 from sales tax revenue for carryover in the FY 06-07 budget; designate additions to reserves from sales tax revenue for liability insurance in the amount of \$143,221, for workers' compensation expense in the amount of \$434,812, for Bus Operator wage adjustments in the amount of \$77,697; designate the remainder of available sales tax revenue, if any, for allocation to capital reserves; and adopt the attached schedule of reserve accounts.

II. SUMMARY OF ISSUES

- The attached monthly revenue and expense report represents the status of the District's FY 05-06 revised budget, as of June 30, 2006, the end of the fiscal year. The numbers in the report are preliminary, since all accounting adjustments have not yet been completed.
- Operating revenue for the year (preliminary) totals \$33,363,801 or \$1,439,199 under the amount of revenue expected to be received during the fiscal year based on the revised budget.
- Total operating expenses for the year to date (preliminary) in the amount of \$31,291,869, are at 89.9% of the budget.
- A total of \$2,136,317 has been expended (preliminary) for the FY 05-06 Capital Improvement Program.
- No fixed-route bus service was operated from September 27, 2005, to November 2, 2005, due to the strike called by United Transportation Union (UTU), Local 23. ParaCruz continued to operate with full staffing.

5-7.1

- Since liability insurance costs and workers' compensation costs are projected to be under budget for the year, it is recommended that the projected savings be allocated to reserves for those purposes, as the Board has directed in past years. Staff recommends that any excess sales tax revenue be allocated to capital reserves, in accordance with the schedule of reserve accounts (Attachment B).
- In the current UTU labor agreement, if sales tax revenue for the year exceeds a specified cap, there will be a pay adjustment for fixed-route Bus Operators effective September 2006, in accordance with a formula in the MOU. Since sales tax revenue did exceed the cap, \$77,697 of sales tax funds will be carried over to FY 06-07 to pay for the 0.92% wage adjustment.
- The amount of revenue received exceeds total expenses by \$2,071,932 in this preliminary report. Of this, \$649,817 will be carried forward to the FY 06-07 budget. Since the carryover from FY 04-05 in the amount of \$935,500 was not required, this is available for allocation to capital reserves, for a total addition to the capital funding reserve of \$2,357,615 (preliminary). See Attachment B.
- Although several accounting adjustments are still required in preparation for the final audit, the amount required for carryover will be available. The final reserve balances will be reported in the audited financial statements for the fiscal year. If the schedule of reserve accounts changes significantly following all audit adjustments, it will be brought back to the Board.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 05-06 budget as of June 30, 2006. The fiscal year is 100% elapsed.

A. Operating Revenues.

Operating revenue is \$1,439,199 or 4.1% under the amount expected to be received for the fiscal year, based on the revised budget adopted by the Board in April. Operating revenue variances are discussed in the attached notes to the report.

The strike called by United Transportation Union, Local 23, began on September 27, 2005, resulting in the immediate cessation of all fixed-route bus service. ParaCruz service continued to operate. The strike impacted revenues and expenses from September 27, 2005 – November 2, 2005. The District offered fare-free days to riders from November 3-9, 2005, impacting revenues.

5-7.2

As a result of the 2005 strike, passenger fares are \$579,203 or 16% under budget for the year and special transit fares are \$385,056 or 16% under budget.

Paratransit fare revenue is \$71,640 or 24% under the amount expected to be received for the year. Paratransit fares are under budget only because the number of trips taken did not meet projections. As a result, the District achieved a corresponding savings in expense.

Because actual operating revenue exceeds operating expenses, funds do not need to be transferred from reserves to meet expenses. The transfer for MetroBase project manager expenses is not required because those expenses have been removed from total operating expenses and designated as capital expenditures.

B. Operating Expenses.

Total operating expenses are at 89.9% of the revised budget for the year (preliminary). There are no significant departmental budget overruns. All overruns are explained in the attached notes. Total expenses are within the budgeted amount for the year.

Since the District did not operate fixed-route bus service for five weeks in 2005 due to the strike, wage expense is only at 86.1% of the budget for the year. Fuel expense is at 96.8% of the budget and would have significantly exceeded the budget as a result of high fuel prices, had the District been in full operation for the entire year.

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

C. Capital Improvement Program.

Expenses for the capital improvement program total \$2,136,317 for the year. Several of the capital projects will be carried over to FY 06-07. Since State Transit Assistance (STA) payments are allocated to the District quarterly, regardless of spending levels, the capital funding appears to greatly exceed the expenses for the year. However, STA monies are already accounted for to help with the local share for MetroBase and to fund non-grant capital purchases such as non-revenue vehicle replacement, projects which continue into the next fiscal year.

D. Allocation to Reserves.

For the past six years, the Board of Directors has designated excess sales tax revenue at year end for various reserves. Based on preliminary year end figures, it appears that there will be excess sales tax revenues in FY 05-06 since expenses came in under budget and sales tax revenue exceeded expectations. In several key areas, operating expenses did not reach budgeted levels, including wage and benefit expense (\$2,665,407 under budget excluding workers' compensation), services (\$490,512 under budget) and paratransit contract transportation (\$129,205 under budget). These savings are of a one-time nature, primarily due to the strike and personnel vacancies.

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

IV. FINANCIAL CONSIDERATIONS

Based on the preliminary numbers, FY 05-06 revenues exceed expenses (excluding depreciation) by approximately \$2,071,932 and should allow for the required carryover to FY 06-07. In addition, monies will be retired to the capital funding reserve, the liability insurance reserve, and the workers compensation reserve.

V. ATTACHMENTS

- Attachment A:** Revenue and Expense Report for June
Attachment B: Schedule of Reserve Accounts

5-7.4

MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - JUNE 2006

Attachment **A**

Operating Revenue	FY 05-06 Budgeted for Month	FY 05-06 Actual for Month	FY 05-06 Budgeted YTD	FY 04-05 Actual YTD	FY 05-06 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 300,900	\$ 321,614	\$ 3,574,868	\$ 3,535,298	\$ 2,995,665	\$ (579,203)	
Paratransit Fares	\$ 23,996	\$ 19,552	\$ 295,500	\$ 243,553	\$ 223,860	\$ (71,640)	
Special Transit Fares	\$ 177,681	\$ 155,958	\$ 2,414,780	\$ 2,285,492	\$ 2,029,724	\$ (385,056)	
Highway 17 Revenue	\$ 85,853	\$ 111,485	\$ 1,035,971	\$ 1,056,368	\$ 1,034,340	\$ (1,631)	
<i>Subtotal Passenger Rev</i>	\$ 588,430	\$ 608,609	\$ 7,321,119	\$ 7,120,711	\$ 6,283,589	\$ (1,037,530)	See Note 1
Advertising Income	\$ 4,167	\$ 16,425	\$ 50,000	\$ 66,830	\$ 103,560	\$ 53,560	See Note 2
Commissions	\$ 500	\$ 574	\$ 6,000	\$ 6,731	\$ 5,340	\$ (660)	
Rent Income	\$ 11,958	\$ 10,456	\$ 146,698	\$ 159,238	\$ 133,317	\$ (13,381)	See Note 3
Interest - General Fund	\$ 44,384	\$ 94,258	\$ 828,000	\$ 472,279	\$ 1,033,106	\$ 205,106	See Note 4
Non-Transportation Rev	\$ 375	\$ 112	\$ 444,500	\$ 4,631	\$ 322,814	\$ (121,686)	See Note 5
Sales Tax Income	\$ 1,352,007	\$ 1,468,414	\$ 15,839,237	\$ 15,686,399	\$ 16,654,432	\$ 815,195	See Note 6
TDA Funds	\$ 1,419,422	\$ 1,482,348	\$ 5,677,686	\$ 5,413,251	\$ 5,740,612	\$ 62,926	See Note 7
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 3,021,556	\$ 2,950,231	\$ 3,021,556	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 65,704	\$ 92,928	\$ 65,475	\$ (229)	
FTA Op Asst Advance	\$ -	\$ -	\$ -	\$ 160,500	\$ -	\$ -	
FY 04-05 Carryover	\$ -	\$ -	\$ 935,500	\$ -	\$ -	\$ (935,500)	See Note 8
Transfer from Reserves	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ (215,000)	See Note 9
Transfer from Insurance Reserves	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ (150,000)	See Note 10
Transfer - Proj Mgr	\$ -	\$ -	\$ 102,000	\$ -	\$ -	\$ (102,000)	See Note 11
Total Operating Revenue	\$ 3,421,242	\$ 3,681,196	\$ 34,803,000	\$ 32,133,729	\$ 33,363,801	\$ (1,439,199)	

5-7.a1

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - JUNE 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 913,581	\$ 878,072	\$ 824,137	\$ 759,147	86.5%	
Finance	\$ 616,075	\$ 608,474	\$ 510,860	\$ 476,858	78.4%	
Customer Service	\$ 469,041	\$ 474,877	\$ 399,743	\$ 383,195	80.7%	
Human Resources	\$ 403,818	\$ 409,565	\$ 268,589	\$ 357,017	87.2%	
Information Technology	\$ 438,387	\$ 445,134	\$ 395,732	\$ 446,945	100.4%	See Note 12
District Counsel	\$ 396,870	\$ 396,052	\$ 305,716	\$ 395,779	99.9%	
Facilities Maintenance	\$ 958,977	\$ 971,773	\$ 951,428	\$ 851,511	87.6%	
Paratransit Program	\$ 2,710,777	\$ 2,752,469	\$ 1,622,819	\$ 2,523,820	91.7%	
Operations	\$ 1,905,376	\$ 1,933,761	\$ 1,795,469	\$ 1,806,240	93.4%	
Bus Operators	\$ 12,759,002	\$ 12,987,373	\$ 11,861,122	\$ 11,363,807	87.5%	
Fleet Maintenance	\$ 4,073,806	\$ 4,124,721	\$ 3,466,991	\$ 3,572,566	86.6%	
Retired Employees/COBRA	\$ 1,155,813	\$ 1,151,130	\$ 843,202	\$ 1,096,297	95.2%	
Total Personnel	\$ 26,801,523	\$ 27,133,401	\$ 23,245,809	\$ 24,033,182	88.6%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 655,301	\$ 748,851	\$ 579,496	\$ 667,852	89.2%	
Finance	\$ 813,517	\$ 890,517	\$ 875,079	\$ 793,778	89.1%	
Customer Service	\$ 96,006	\$ 96,006	\$ 105,694	\$ 78,297	81.6%	
Human Resources	\$ 45,706	\$ 49,206	\$ 32,530	\$ 60,559	123.1%	See Note 13
Information Technology	\$ 133,035	\$ 189,235	\$ 145,738	\$ 143,729	76.0%	
District Counsel	\$ 11,463	\$ 36,821	\$ 31,565	\$ 31,558	85.7%	
Risk Management	\$ 259,015	\$ 396,333	\$ 135,250	\$ 194,254	49.0%	
Facilities Maintenance	\$ 444,250	\$ 444,250	\$ 359,256	\$ 318,555	71.7%	
Paratransit Program	\$ 867,761	\$ 816,513	\$ 1,384,027	\$ 576,885	70.7%	
Operations	\$ 617,418	\$ 617,418	\$ 522,779	\$ 601,668	97.4%	
Bus Operators	\$ 7,120	\$ 7,120	\$ 3,193	\$ 4,405	61.9%	
Fleet Maintenance	\$ 3,330,435	\$ 3,376,880	\$ 3,061,920	\$ 3,130,915	92.7%	
SCCIC	\$ 450	\$ 450	\$ 20	\$ 500	111.1%	See Note 14
Total Non-Personnel	\$ 7,281,477	\$ 7,669,600	\$ 7,236,547	\$ 6,602,957	86.1%	
Subtotal Operating Expense	\$ 34,083,000	\$ 34,803,001	\$ 30,482,356	\$ 30,636,139	88.0%	
Allocation to Wage Adj	\$ -	\$ -	\$ -	\$ 77,697	100.0%	See Note 15
Allocation to Wkr Comp Reserve	\$ -	\$ -	\$ 321,128	\$ 434,812	100.0%	See Note 16
Allocation to Ins Reserve	\$ -	\$ -	\$ 34,008	\$ 143,221	100.0%	See Note 17
Total Operating Expense	\$ 34,083,000	\$ 34,803,000	\$ 30,837,492	\$ 31,291,869	89.9%	
YTD Operating Revenue Over YTD Expense				\$ 2,071,932		

**CONSOLIDATED OPERATING EXPENSE
JUNE 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 7,897,147	\$ 7,547,147	\$ 6,690,938	\$ 6,453,163	85.5%	
Operators Overtime	\$ 1,154,109	\$ 1,504,109	\$ 1,273,146	\$ 1,541,000	102.5%	See Note 18
Other Salaries & Wages	\$ 6,223,417	\$ 6,012,208	\$ 5,481,662	\$ 4,979,939	82.8%	
Other Overtime	\$ 166,200	\$ 298,175	\$ 149,710	\$ 251,415	84.3%	
	\$ 15,440,873	\$ 15,361,639	\$ 13,595,455	\$ 13,225,517	86.1%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 226,164	\$ 226,164	\$ 156,653	\$ 167,262	74.0%	
PERS Retirement	\$ 1,728,898	\$ 2,168,899	\$ 1,392,098	\$ 1,800,967	83.0%	
Medical Insurance	\$ 3,724,628	\$ 3,674,628	\$ 3,159,930	\$ 3,611,343	98.3%	
Dental Plan	\$ 534,944	\$ 506,055	\$ 406,031	\$ 463,477	91.6%	
Vision Insurance	\$ 144,360	\$ 144,360	\$ 131,186	\$ 134,612	93.2%	
Life Insurance	\$ 48,768	\$ 48,768	\$ 42,942	\$ 43,088	88.4%	
State Disability Ins	\$ 333,050	\$ 333,050	\$ 184,581	\$ 175,968	52.8%	
Long Term Disability Ins	\$ 191,434	\$ 191,434	\$ 201,436	\$ 177,498	92.7%	
Unemployment Insurance	\$ 85,251	\$ 85,251	\$ 69,754	\$ 55,570	65.2%	
Workers Comp	\$ 1,396,680	\$ 1,396,680	\$ 1,168,700	\$ 961,868	68.9%	
Absence w/ Pay	\$ 2,908,020	\$ 2,908,020	\$ 2,710,060	\$ 3,152,479	108.4%	See Note 19
Other Fringe Benefits	\$ 38,454	\$ 88,454	\$ 26,983	\$ 63,533	71.8%	
	\$ 11,360,650	\$ 11,771,762	\$ 9,650,354	\$ 10,807,665	91.8%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 315,959	\$ 315,959	\$ 294,028	\$ 259,856	82.2%	
Prof/Legis/Legal Services	\$ 467,919	\$ 510,974	\$ 281,163	\$ 341,954	66.9%	
Temporary Help	\$ -	\$ 79,234	\$ 108,032	\$ 72,962	92.1%	
Custodial Services	\$ 107,800	\$ 107,800	\$ 69,632	\$ 64,613	59.9%	
Uniforms & Laundry	\$ 57,223	\$ 43,348	\$ 47,288	\$ 35,650	82.2%	
Security Services	\$ 424,699	\$ 424,699	\$ 357,997	\$ 435,724	102.6%	See Note 20
Outside Repair - Bldgs/Eqmt	\$ 211,578	\$ 220,322	\$ 161,857	\$ 146,174	66.3%	
Outside Repair - Vehicles	\$ 347,800	\$ 332,800	\$ 246,881	\$ 186,992	56.2%	
Waste Disp/Ads/Other	\$ 75,019	\$ 65,839	\$ 95,273	\$ 66,537	101.1%	See Note 21
	\$ 2,007,997	\$ 2,100,975	\$ 1,662,152	\$ 1,610,463	76.7%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ -	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 309,600	\$ 272,097	\$ 977,899	\$ 142,892	52.5%	
	\$ 309,600	\$ 272,097	\$ 977,899	\$ 142,892	52.5%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 2,094,447	\$ 1,987,116	\$ 1,719,807	\$ 1,923,832	96.8%	
Tires & Tubes	\$ 178,560	\$ 184,560	\$ 194,318	\$ 159,324	86.3%	
Other Mobile Supplies	\$ 7,740	\$ 11,028	\$ 12,377	\$ 9,803	88.9%	
Revenue Vehicle Parts	\$ 407,510	\$ 552,782	\$ 516,417	\$ 571,455	103.4%	See Note 22
	\$ 2,688,257	\$ 2,735,486	\$ 2,442,920	\$ 2,664,413	97.4%	

**CONSOLIDATED OPERATING EXPENSE
JUNE 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 24,358	\$ 25,362	\$ 16,679	\$ 14,564	57.4%	
Printing	\$ 65,088	\$ 79,643	\$ 79,721	\$ 83,665	105.1%	See Note 23
Office/Computer Supplies	\$ 70,948	\$ 88,062	\$ 77,645	\$ 72,860	82.7%	
Safety Supplies	\$ 21,875	\$ 21,875	\$ 13,901	\$ 8,889	40.6%	
Cleaning Supplies	\$ 58,730	\$ 58,730	\$ 43,233	\$ 44,735	76.2%	
Repair/Maint Supplies	\$ 55,000	\$ 43,864	\$ 45,016	\$ 36,239	82.6%	
Parts, Non-Inventory	\$ 40,500	\$ 42,399	\$ 38,276	\$ 40,908	96.5%	
Small Tools	\$ 10,600	\$ 11,600	\$ 8,926	\$ 6,095	52.5%	
Promo/Photo Supplies	\$ 13,041	\$ 13,032	\$ 5,579	\$ 5,862	45.0%	
	\$ 360,140	\$ 384,567	\$ 328,975	\$ 313,817	81.6%	
UTILITIES	\$ 340,882	\$ 352,717	\$ 316,170	\$ 321,561	91.2%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 491,100	\$ 551,100	\$ 568,758	\$ 512,346	93.0%	
Settlement Costs	\$ 150,000	\$ 296,000	\$ 115,992	\$ 152,779	51.6%	
Repairs to Prop	\$ -	\$ -	\$ (18,054)	\$ (28,253)	0.0%	See Note 24
	\$ 641,100	\$ 847,100	\$ 666,697	\$ 636,872	75.2%	
TAXES	\$ 47,743	\$ 47,743	\$ 36,758	\$ 36,287	76.0%	
MISC EXPENSES						
Dues & Subscriptions	\$ 54,159	\$ 55,891	\$ 45,977	\$ 52,564	94.0%	
Advertising - Revenue Prod.	\$ 15,000	\$ 15,000	\$ 9,891	\$ 7,677	51.2%	
Employee Incentive Program	\$ 7,547	\$ 7,547	\$ 4,765	\$ 4,367	57.9%	
Training	\$ 8,800	\$ 9,240	\$ 1,458	\$ 4,163	45.1%	
Travel	\$ 21,870	\$ 21,028	\$ 5,792	\$ 15,433	73.4%	
Other Misc Expenses	\$ 20,328	\$ 20,665	\$ 16,261	\$ 15,009	72.6%	
	\$ 127,704	\$ 129,371	\$ 84,144	\$ 99,213	76.7%	
OTHER EXPENSES						
Leases & Rentals	\$ 758,054	\$ 799,544	\$ 720,831	\$ 777,440	97.2%	
	\$ 758,054	\$ 799,544	\$ 720,831	\$ 777,440	97.2%	
Allocation to Wage Adj	\$ -	\$ -	\$ -	\$ 77,697	100.0%	See Note 15
Allocation to Wkr Comp Reser	\$ -	\$ -	\$ 321,128	\$ 434,812	100.0%	See Note 16
Allocation to Ins Reserve	\$ -	\$ -	\$ 34,008	\$ 143,221	100.0%	See Note 17
Total Operating Expense	\$ 34,083,000	\$ 34,803,000	\$ 30,837,492	\$ 31,291,869	89.9%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 05-06 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Final Program Budget	Expended in June	YTD Expended
Grant Funded Projects			
MetroBase	\$ 29,622,709	\$ 642,226	\$ 1,719,273
Revenue Vehicle Replacement	\$ 920,000	\$ -	\$ -
Short Range Transit Plan	\$ 100,000	\$ -	\$ 1,127
Pacific Station Renovation	\$ -	\$ -	\$ 4,650
	\$ 30,642,709		
District Funded Projects			
Bus Stop Imprvmnts/Bus Shelter Projects	\$ 40,000	\$ 3,156	\$ 23,496
Revenue Vehicle Replacement	\$ 90,000	\$ -	\$ 74,413
IT Projects	\$ 191,200	\$ -	\$ 193,198
Facilities Repairs & Improvements	\$ 29,500	\$ -	\$ 25
Non-Revenue Vehicle Replacement	\$ 312,000	\$ -	\$ 68,977
Office Equipment	\$ 26,100	\$ 3,783	\$ 29,349
PM Filters for Fleet (4)	\$ 33,320	\$ -	\$ 2,874
Mt. Biewlaski Repeater	\$ 15,000	\$ -	\$ -
Bus Engine	\$ 18,936	\$ -	\$ 18,936
Transfer to Operating Budget	\$ 215,000	\$ -	\$ -
	\$ 971,056		
TOTAL CAPITAL PROJECTS	\$ 31,613,766	\$ 649,164	\$ 2,136,317
CAPITAL FUNDING SOURCES			
	Budget	Received in June	YTD Received
Federal Capital Grants	\$ 9,230,246	\$ 1,156,558	\$ 1,650,311
State/Local Capital Grants	\$ 7,500,000	\$ -	\$ -
STA Funding	\$ 1,542,852	\$ 385,667	\$ 1,512,802
Transfer from Operating Budget	\$ -	\$ -	\$ -
Bus Stop Improvement Reserves	\$ 10,000	\$ -	\$ -
District Reserves	\$ 13,330,668	\$ -	\$ -
TOTAL CAPITAL FUNDING	\$ 31,613,766	\$ 1,542,225	\$ 3,163,113

5-7.25

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

1. Passenger fares (farebox and pass sales) are \$579,203 or 16% under the final budget amount for the year due to the 2005 strike. Paratransit fares are \$71,640 or 24% under budget due to fewer trips than projected. Special transit fares (contracts) are \$385,056 or 16% under the budgeted amount. UCSC revenue is \$317,194 or 15% under budget and Cabrillo revenue is \$49,348 or 25% under budget. Highway 17 Express revenue is \$1,631 or 0.2% under the budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the fiscal year by a net \$1,037,530 or 14%.
2. Advertising income is \$53,560 or 107% over the budgeted amount for the year resulting from current advertising levels on the exterior of District buses. A formal program to sell ads has not yet been implemented.
3. Rent income is \$13,381 or 9% under budget for the year due to a continuing vacancy in the Metro Center space previously occupied by Storti's Pizzeria.
4. Interest income is \$205,106 or 25% over budget due to higher interest rates, and a higher treasury balance than projected for the year.
5. Non-transportation revenue is \$121,686 below budget since the actual amount contributed by employees towards the CalPERS employer share for retirement is lower than projected, between the strike and vacant positions.
6. Sales tax income is \$815,195 or 5% over budget for the year since the March and June wrap-up payments were higher than anticipated. For the October – December 2005 sales period, sales tax revenue for the District was up 4.7% over the previous year, while the budget projected no increase. For the January – March 2006 sales period, sales tax revenue was up 5.2% over the previous year, while the budget projected no increase.
7. Transportation Development Act (TDA) revenue is \$62,926 over budget because the SCCRTC increased the allocation to the District in mid-year and this action was not reflected in the District's budget revision.
8. The FY 04-05 carryover budgeted in the amount of \$935,500 is not needed since expenses were below budget. These funds will be returned to the capital funding reserve (see Attachment B).
9. The transfer from reserves in the amount of \$215,000 is not needed since expenses were below budget. Therefore, there will be no withdrawal from the capital reserves for operating expenses (see Attachment B).
10. The transfer from insurance reserves in the amount of \$150,000 is not needed since expenses were below budget. Therefore, there will be no withdrawal from the Liability Insurance Reserve (see Attachment B).
11. The transfer from the capital funding reserve for the project manager is actually a placeholder in the listing of operating revenue sources. The personnel expenses for the District's Project Manager are budgeted and tracked in the operating budget throughout the year. However, at the end of the year, the expenses are removed from the District's operating expense total and capitalized as part of the grant-funded MetroBase project. Therefore, the funding is also removed from the operating budget.

5-7.a6

12. Information Technology personnel expense is at 100.4% of the budget or \$1,811 over budget due to cashouts of accrued vacation time.
13. Human Resources non-personnel expense is at 123.1% of the budget or \$11,353 over budget due to many more pre-employment exams than budgeted resulting from a high number of position vacancies during the year, along with more professional services than anticipated, such as arbitration fees
14. Santa Cruz Civic Improvement Corporation (SCCIC) expense is at 111.1% of the budget or \$50 over budget since two years of audit fees were paid in FY 05-06.
15. The allocation to the wage adjustment is the contractual amount to be paid to UTU-represented fixed-route Bus Operators based on the fact that sales tax revenue exceeded a specified cap in FY 04-05. Therefore, \$77,697 of the additional sales tax revenue is being set aside in FY 06-07 to pay for the wage adjustment of a 0.92% increase to the base wage.
16. The allocation to the workers' compensation reserve is the remaining balance in the workers' comp line item after all expenses have been applied. This amount is recommended to be retired to the workers' compensation reserve (See Attachment B).
17. The allocation to the insurance reserve is the remaining balance in the settlement costs line item after all expenses have been applied. This amount is recommended to be retired to the liability insurance reserve (See Attachment B).
18. Operators overtime is at 102.5% of the budget or \$36,891 over budget due to position vacancies.
19. Absence with pay is at 108.4% of the budget or \$244,459 over budget because from September 27, 2005, to November 1, 2005, most SEIU-represented employees were on paid absence during the strike. Total payroll is within budget.
20. Security services are at 102.6% of the budget or \$11,025 over budget due to additional services required during the strike.
21. Waste disposal/ads/other is at 101.1% of the budget or \$698 over budget due to expenses associated with the sale of the Sakata property.
22. Revenue vehicle parts are at 103.4% of the budget or \$18,673 over budget due to the purchase of several major parts.
23. Printing is at 105.1% of the budget or \$4,022 over budget due to higher Headways costs than projected.
24. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.

5-7.27

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SCHEDULE OF RESERVE ACCOUNTS
JUNE 30, 2006**

	Recommended Minimum Balance	Reason	Balance at 6/30/05	Rec Addition/ (Withdrawal)	Balance at 6/30/06	Variance from Rec Balance
Liability Insurance Reserve	\$ 750,000	<i>\$250,000 SIR plus estimated liability on outstanding cases</i>	\$ 804,008	\$ 143,221	\$ 947,229	\$ 197,229
Workers Compensation Reserve	\$ 4,409,775	<i>Long term portion of workers compensation liability per 6/30/04 audit</i>	\$ 1,641,128	\$ 434,812	\$ 2,075,940	\$ (2,333,835)
Bus Stop Improvement Reserve	\$ 400,000	<i>To provide a dedicated source of funding for ADA improvements at bus stops</i>	\$ 400,000	\$ -	\$ 400,000	\$ -
Alternative Fuel Conversion Fund	\$ 2,772,000	<i>Board-approved program of allocating \$462,000 per year for six years to convert buses to CNG</i>	\$ 462,000	\$ -	\$ 462,000	\$ (2,310,000)
Cash Flow Reserve	\$ 2,600,000	<i>To cover one month's payroll and accounts payable</i>	\$ 2,600,000	\$ -	\$ 2,600,000	\$ -
Capital Funding Reserve	\$ 13,969,000	<i>To cover District's share of capital project costs in the District's five year plan, plus MetroBase</i>	\$ 10,893,175	\$ 2,357,615 *	\$ 13,250,790	\$ (718,210) *
Carryover from FY 05-06 to FY 06-07	N/A	<i>Excess sales tax revenue to support operating expenses in subsequent year</i>	\$ 935,500	\$ (285,683)	\$ 649,817	N/A
Carryover for Sales Tax-Based UTU Wage Adjustment	N/A	<i>Excess sales tax revenue designated for UTU wage adjustment per MOU</i>	\$ -	\$ 77,697	\$ 77,697	N/A

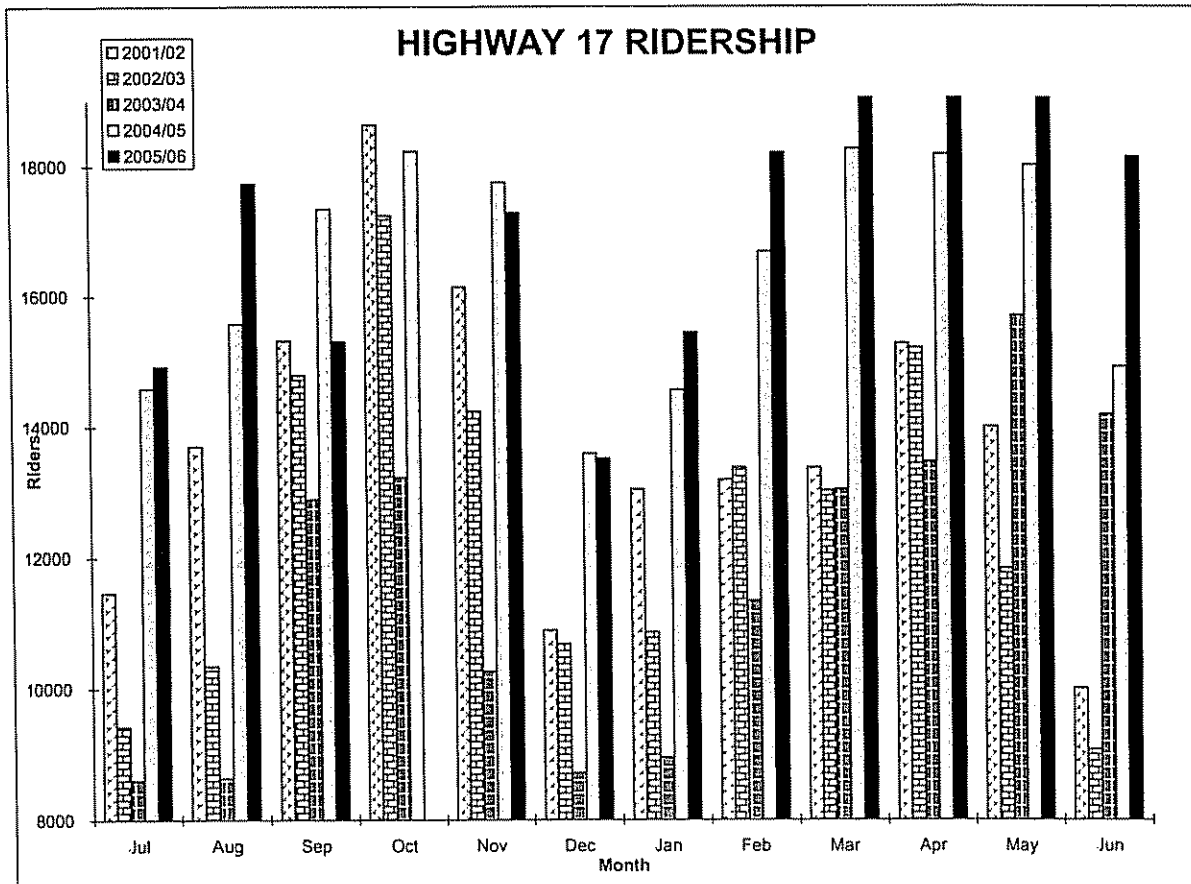
* Estimated

5-7.61

Attachment B

HIGHWAY 17 - JUNE 2006

	JUNE			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 135,593	\$ 116,315	16.6%	\$ 1,336,128	\$ 1,374,741	(2.8%)
Farebox	\$ 59,143	\$ 48,576	21.8%	\$ 616,640	\$ 643,281	(4.1%)
Operating Deficit	\$ 73,627	\$ 60,925	20.8%	\$ 636,495	\$ 637,544	(0.2%)
Santa Clara Subsidy	\$ 36,813	\$ 30,463	20.8%	\$ 318,248	\$ 318,772	(0.2%)
METRO Subsidy	\$ 36,813	\$ 30,463	20.8%	\$ 318,248	\$ 318,772	(0.2%)
San Jose State Subsid	\$ -	\$ -		\$ 18,315	\$ 21,096	(13.2%)
AMTRAK Subsidy	\$ 2,823	\$ 6,814	(58.6%)	\$ 64,678	\$ 72,820	(11.2%)
STATISTICS						
Passengers	18,144	14,921	21.6%	189,579	197,718	(4.1%)
Revenue Miles	41,738	41,738	0.0%	441,827	494,234	(10.6%)
Revenue Hours	1,565	1,565	0.0%	16,569	18,533	(10.6%)
Passengers/Day	605	497	21.6%	578	542	6.7%
Passengers/Weekday	694	584	18.8%	710	670	5.9%
Passengers/Weekend	359	258	39.1%	282	244	15.4%
PRODUCTIVITY						
Cost/Passenger	\$ 7.47	\$ 7.80	(4.1%)	\$ 7.05	\$ 6.95	1.4%
Revenue/Passenger	\$ 3.26	\$ 3.26	0.1%	\$ 3.25	\$ 3.25	(0.0%)
Subsidy/Passenger	\$ 4.06	\$ 4.08	(0.6%)	\$ 3.45	\$ 3.33	3.7%
Passengers/Mile	0.43	0.36	21.6%	0.43	0.40	7.3%
Passengers/Hour	11.60	9.54	21.6%	11.44	10.67	7.3%
Recovery Ratio	43.6%	41.8%	4.4%	46.2%	46.8%	(1.4%)



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
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.
- New regulations regarding lunch and rest breaks became effective August 1, 2005.
- Operating Statistics and customer feedback information reported are for the month of June 2006.

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.

New regulations requiring meal periods became effective August 1, 2005. This presented new scheduling challenges resulting in decreased driver productivity and increased use of supplemental service providers.

During the month of June, nine (9) service complaints and three (3) compliments were received regarding service issues. One (1) of the service complaints was found to be "not valid". Three (3) complaints were not verified, related to driver attitude. Five (5) of the valid complaints was related to late pick ups.

5-9.1

Operating Statistics for FY 05-06 through June 2006

	July 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	June 06
Scheduled	7570	7935	8413	9526	8516	7262	7361	7419	8734	8331	9153	8306
Performed	6513	6799	7220	8384	7199	6202	6405	6360	7819	7019	7892	6910
Total miles	50,755	56,599	55,890	64,163	55,208	49,325	50,259	45,879	59,382	52,181	56,409	50,207
Av trip miles	5.86	6.03	5.69	5.75	5.79	5.71	5.57	5.12	5.58	5.42	5.29	5.28
Within ready window	91.97%	91.99%	90.93%	87.88%	89.67%	92.26%	94.06%	91.24%	90.71%	90.97%	90.37%	88.99%
Excessively late/missed trips	9	12	23	33	19	9	4	22	17	11	20	22
Monthly call volume	6163	6719	6465	7481	6325	5784	5690	5692	6544	5959	6776	6303
Call average seconds to answer	36	29	29	30	26	29	23	23	23	22	26	26
Hold times less than 2 minutes	88%	90%	90%	90%	92%	91%	95%	95%	96%	97%	94%	94%
Distinct riders	795	806	842	878	827	779	748	770	813	817	824	825
Most frequent rider	52 rides	49 rides	57 rides	53 rides	45 rides	43 rides	48 rides	47 rides	56 rides	50 rides	52 rides	43 rides
Shared rides	58.5%	58.9%	63.6%	66.3%	66.1%	60.4%	58.9%	63.5%	64.6%	65.1%	66.7%	64.7%
Passengers per rev hour	1.68	1.38	1.58	1.64	1.66	1.45	1.48	1.53	1.60	1.58	1.68	1.60
Rides by supplemental providers	5.47%	7.94%	8.23%	13.10%	15.19%	6.05%	1.92%	3.21%	7.02%	6.31%	9.66%	12.19%
SCT cost per ride	\$22.23	\$22.79	\$22.95	\$25.17	\$22.73	\$24.40	\$22.46	\$22.78	\$22.85	\$22.88	\$22.51	\$22.68
ParaCruz driver cost per ride (est)	\$23.58	\$24.87	\$23.31	\$25.26	\$24.77	\$24.88	\$24.27	\$24.87	\$24.32	\$24.81	\$24.99	\$24.87
Rides < 10 miles	81.29%	82.85%	79.87%	78.01%	77.89%	79.83%	79.30%	79.63%	78.11%	79.27%	79.71%	79.39%
Rides > 10	18.71%	17.15%	20.14%	21.99%	22.11%	20.17%	20.70%	20.36%	21.89%	20.73%	20.29%	20.60%

5-9.2

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for July 2006 increased by 5.2% versus July 2005.
- Faculty / staff trips for July 2006 decreased by (15.3%) versus July 2005.
- Revenue received from UCSC for July 2006 was \$46,696 versus \$45,487 for July 2005, an increase of 2.7%.

July	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per Weekday</i> – Faculty / Staff
2006	31,658	17,861	787.5
2005	30,089	21,077	923.2
Monthly Increase-(Decrease)	5.2%	(15.3%)	(14.3%)

III. DISCUSSION

UCSC Spring instruction ended on June 15th, 2006. A summary of the results for July 2006 is:

- Student billable trips for July 2006 were 31,658 vs. 30,089 for July 2005, an increase of 5.2%.
- Faculty / Staff billable trips for July 2006 were 17,861 vs. 21,077 for July 2005, a decrease of (15.3%).
- Average Faculty / Staff billable trips *per weekday* for July 2006 were 787.5 vs. 923.2 for July 2005, a decrease of (14.3%).

5-10.1

IV. FINANCIAL CONSIDERATIONS

NONE

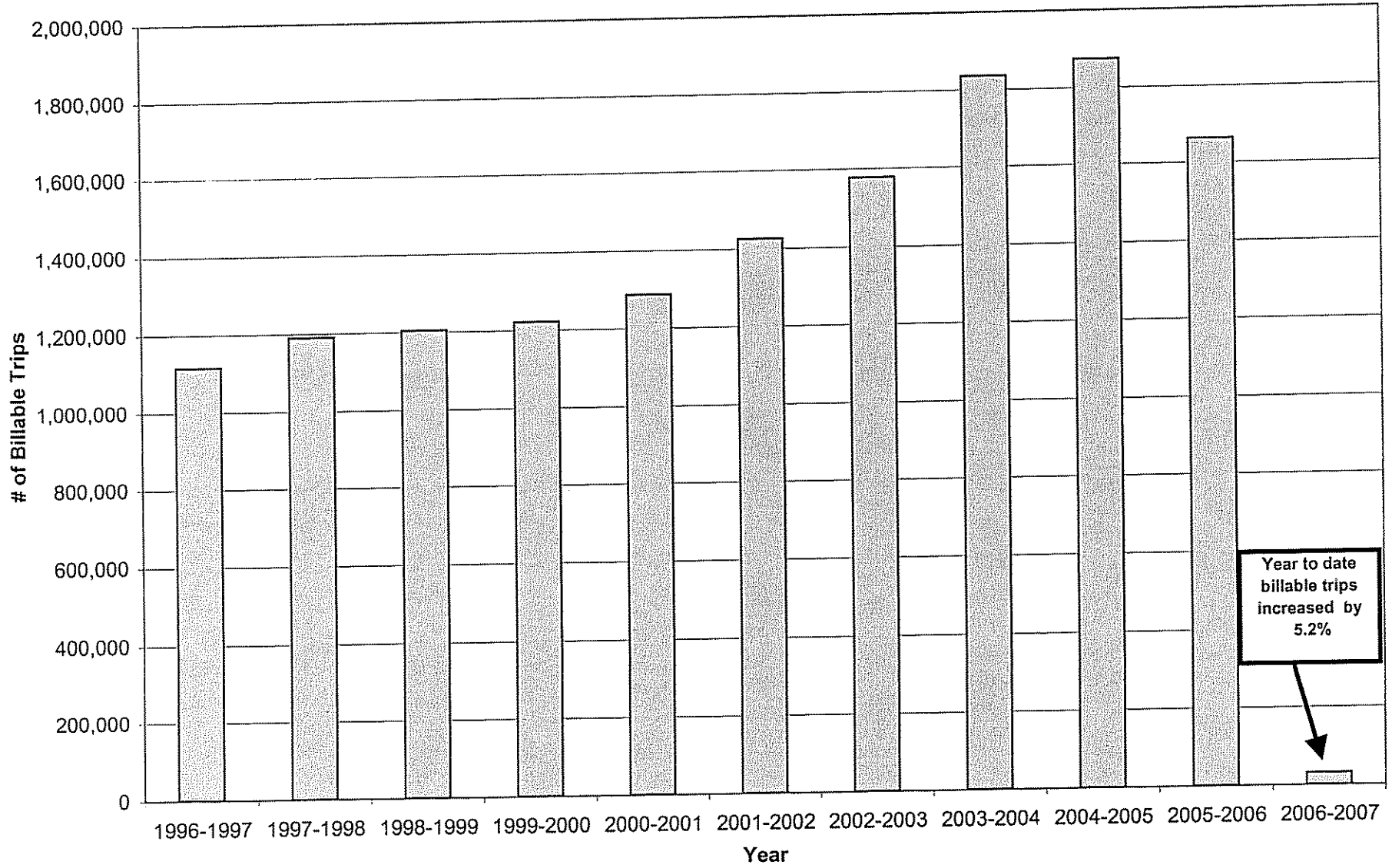
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-10.2

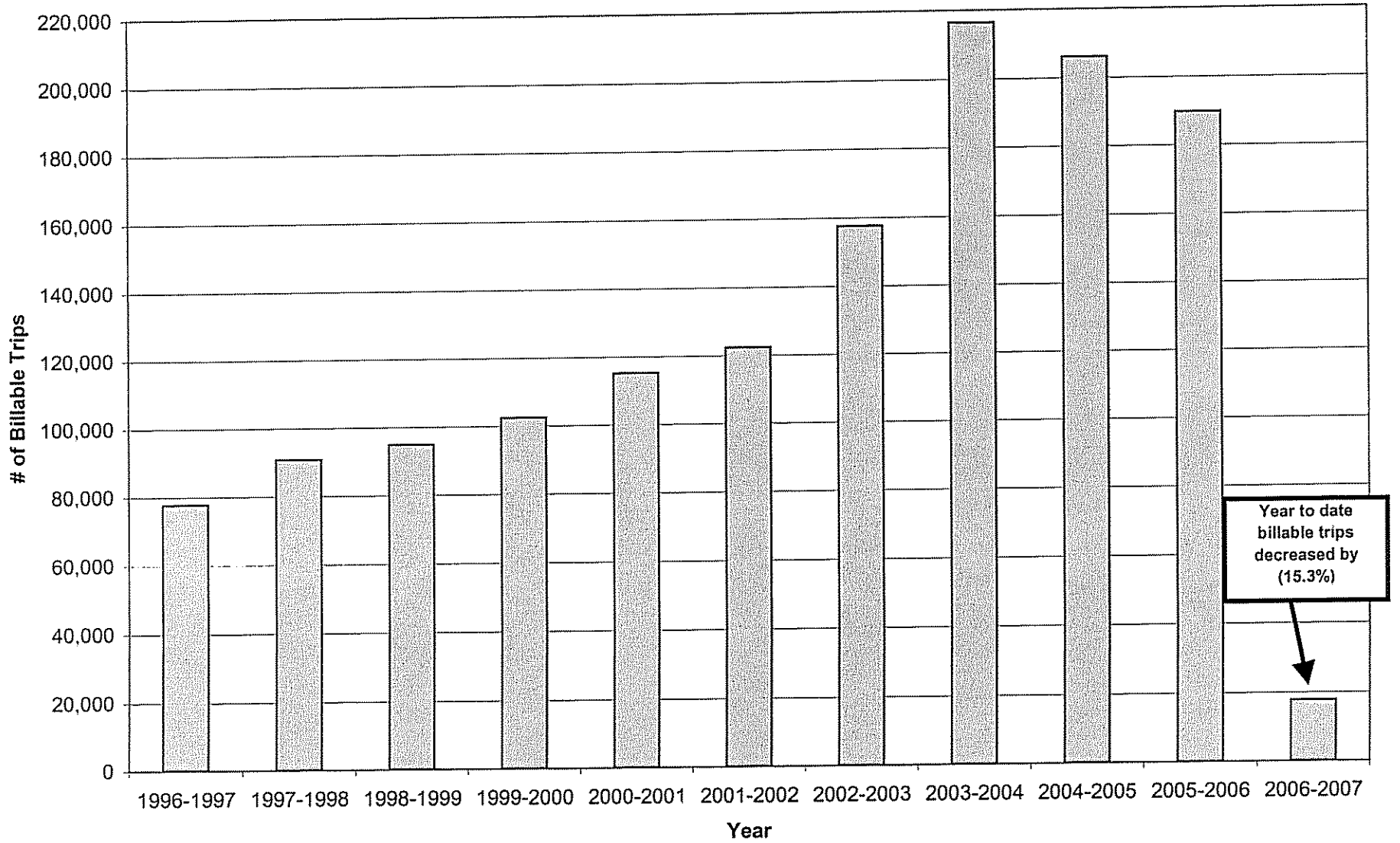
UCSC Student Billable Trips



5-10.91

Attachment A

UCSC Faculty / Staff Billable Trips



5-10.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: **ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS**

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the August 3, 2006 Regular SCCRTC Meeting

5-11.1

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

Minutes

Thursday,
August 3, 2006
9:00 a.m.

Scotts Valley City Council Chambers
1 Civic Center Drive
Scotts Valley CA 95060

1. Roll Call

Members Present:	Cliff Barrett (Alt.)	Emily Reilly
	Jan Beautz	Antonio Rivas
	Gustavo Gonzalez (Alt.)	Andy Schiffrin
	Mike Keogh	Pat Spence
	Dennis Norton	Mark Stone
	Ellen Pirie	Marcela Tavantzis
	Rich Krumholz (ex-officio)	

Staff Present:	George Dondero	Karena Pushnik
	Gini Pineda	Kim Shultz
	Leslie Haynes	Luis Mendez
	Lisa Powell	Cory Caletti
	Tegan Speiser	

2. Oral Communications - None

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero referred to two handouts:
the Director's Report (Item 22) and a replacement page for
Item 24, Attachment 5.

CONSENT AGENDA (Schiffirin/Reilly)

- 4. Approved Minutes of the June 1, 2006 Regular SCCRTC Meeting
- 5. Approved Minutes of the June 29, 2006 Transportation Policy Workshop Meeting

POLICY

No consent items

PROJECTS and PLANNING

6. Accepted Status Report on State Legislation and Budget
7. Approved Staff Recommendation Regarding Resolution of Support for the *Coast Daylight* Passenger Train Service (Resolution 01-07)
8. Accepted Information Regarding the 2006 Job Access & Reverse Commute and the New Freedom Competitive Grant Programs
9. Accepted FY 05-06 Fourth Quarter SCCRTC Work Program Report

COMMISSION BUDGET AND EXPENDITURES

10. Accepted Status Report on Transportation Development Act (TDA) Revenues

ADMINISTRATION

No Consent Items

COMMITTEE MINUTES

11. Accepted Draft Minutes of the June 5, 2006 Rail Acquisition Committee Meeting
12. Accepted Draft Minutes of the June 12, 2006 Bicycle Committee Meeting
13. Accepted Draft Minutes of the June 13, 2006 Elderly and Disabled Transportation Advisory Committee Meeting

INFORMATION/OTHER

14. Accepted Monthly Meeting Schedule
15. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter from Staff Regarding the Arana Gulch Park Master Plan Final EIR and Public Hearing
 - b. Quarterly Report on Environmental Document Review

5-11.92

16. Accepted Correspondence Log
17. Accepted Letters from SCCRTC Committees and Staff to Other Agencies
 - a. Letter from the Elderly and Disabled Transportation Advisory Committee Supporting the Metro Transit District's Grant Application for Increased Bus Service
 - b. Letter from the Bicycle Committee Regarding Scotts Valley Drive Bicycle Loop Detector Pavement Marking
 - c. Letter from the Bicycle Committee Regarding the Beach Street Bikeway
 - d. Letter from Staff to Caltrans Regarding Certification of the City of Capitola Bicycle Plan
18. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
19. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
20. Accepted Information Items
 - a. Letter from the County of Santa Cruz Regarding the San Lorenzo Valley Trail Feasibility Study Final Report
 - b. Letter from the Volunteer Center Thanking the RTC for Continued Support
 - c. Letter from the City of Watsonville to Caltrans Regarding Improved Bus Stops as Part of the State Route 152 Rehabilitation Project
 - d. "Routine Accommodation of Pedestrians and Bicyclists in the Bay Area" - June 2006 Report from the Metropolitan Transportation Commission
 - e. American Association of State Highway and Transportation Officials (AASHTO) Survey on Construction Cost Increases and Competition

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No Consent Items

REGULAR AGENDA

21. Commissioner Reports - Oral Reports

Commissioner Mark Stone, reporting on the 13th Annual CalCOG Regional Issues Forum, said that issues discussed included

5-11.a3

a ballot proposition to strengthen Proposition 42 protections, the transportation bond measure on the November ballot and a housing ballot proposition that includes funding for transit. Commissioner Stone said he had concerns about a statewide movement to develop regional blueprints (coordinating transportation and development) as a criterion for transportation funding.

Commissioner Rivas announced that the Strawberry Festival would be held in Watsonville over the weekend and a tour of the Civic Plaza Building would be given on Friday.

Commission Alternate Gonzalez said that he received a document prepared by UCSC students regarding public transit and environmental justice. He said the report may be a marker for improving the bus system, especially in minority and low income neighborhoods. Commission Alternate Schiffrin asked for a copy of the report.

Commission Alternate Barrett announced that Scotts Valley will participate in a Santa Cruz bike club challenge all day Saturday.

Chair Pirie asked that Item 24 be taken next on the agenda.

22. Director's Report - Taken Out of Order after Item 24

Executive Director George Dondero announced that the City of Watsonville and the Regional Transportation Commission were awarded the Tranny Award for Pedestrian and Bicycle Projects for the Wetlands Slough Trails.

Mr. Dondero introduced the Regional Transportation Commission's new Administrative Services Officer, Leslie Haynes, and congratulated Rich Krumholz on his appointment as Director of Caltrans District 5.

Mr. Dondero also reported on Proposition 1B which will be on the state ballot in November. He said that staff is serving on two of the California Transportation Commission's advisory committees: the Working Group for Corridor Mobility Improvement Account Guidelines and the Working Group on Performance Measures.

23. Caltrans Report

Rich Krumholz, Caltrans District 5, said that a model of

5-11.4

the Highway 1/17 Merge Lanes Project will be available at the main library in the near future and that the drainage work at both the Branciforte and Carbonera Creek areas are proceeding in a timely fashion in order to be completed before the rainy season begins.

Mr. Krumholz said he would return with information for Commissioner Spence about the times that the Highway 17 southbound lane at Granite Creek will be closed.

24. Transportation Funding Task Force Update - Summary of Comments and Project Continuation - Taken Out of Order after Item 21

Senior Planner Karena Pushnik reviewed the goals of the Transportation Funding Task Force (TFTF) and referred to the list of problems, solutions and funding comments received from the public during the meetings held throughout the County and from the interactive Task Force website. She said that some comments would be forwarded to city and county Public Works departments and to the SCMTD.

Ms. Pushnik briefly reviewed the work done in the first phase and the work to be done in phases two and three. Actual costs for Phase I in FY05-06 came in below estimates in some areas and above estimates in other areas. She said that after including the carry-over from FY05-06, the budget for FY06-07 would need an estimated additional \$85,000, including \$40,000 for staff time, if the Commission chose to continue the Task Force. She said these additional funds could be considered for the October budget amendment.

Task Force Convener Fred Keeley said that the Commission packet included a condensed version of the data gathered during the Task Force meetings. Mr. Keeley said that after gathering as much information as possible, the goal was to condense it into a meaningful report to present to the Commission.

Task Force consultant Eileen Goodwin said participation was terrific and that there was a great desire among participants for education about transportation issues, especially regarding funding mechanisms.

Commissioner Spence asked that future project budgets be presented in a more understandable format and asked how the

5-11.5

Task Force planned to acquire the necessary additional funding.

Commissioner Rivas said he wants more detail regarding staff time before considering approval of a revised budget.

Commissioner Beautz suggested approving the budget just through October.

Commission Alternate Schiffirin noted that the staff recommendations did not include a commitment to continue past what was already approved in FY06-07 and that potential additional funding be discussed as part of the normal budget process so that the RTC has the opportunity to consider potential implications to the overall budget.

Commissioner Reilly added that the need for extra money is an indication of the success of the Task Force, saying that if fewer people participated, less staff time would be required to process the feedback.

Commissioner Stone said that pulling the plug on the project at this time would send the wrong message to the public.

Commissioners discussed how to deal with Task Force members who did not actively participate. Commissioner Norton suggested allowing members to have alternates.

Dave Eselius thinks the Task Force served its purpose and should be discontinued.

Task Force member Paul Elerick supported continuing the Task Force.

Commission Alternate Schiffirin moved and Commissioner Beautz seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Accept the summary and detailed list of comments received through the Transportation Funding Task Force workbook;
2. Review the expenses for the first phase and budget for future phases of the Transportation Funding Task Force; and
3. Approve continuation of the Transportation Funding Task Force project and consider a revised budget and

5-11.6

completion of funding for Phases I and II through the October 06 budget amendment process.

The motion passed unanimously.

Commissioners thanked staff and the Task Force for their hard work and effective presentation of information gathered through the workbooks and workshops.

25. FY 06-07 Article 4 Transportation Development Act (TDA) and State Transportation Assistance (STA) Claims from Santa Cruz Metro Transit District (SCMTD) and Accept SCMTD Annual Report - Taken Out of Order after Item 23

Deputy Director Luis Mendez gave the staff report noting that after the staff report was written, additional State Transit Assistance (STA) funds became available for the Metro but that today's claim does not include the increased STA funds.

SCMTD General Manager Les White gave an annual report on the Metro. He said it had been a tough year for the transit district, especially due to the labor dispute which resulted in providing 1 million fewer rides for the year. He said that the district was now more stable internally and that ridership had rebounded, noting that the Highway 17 Express was especially successful because several agencies were involved in making the express service work.

Mr. White said that the ParaCruz eligibility and certification process was working well, that there were requests for additional express service to areas such as Watsonville and Los Gatos, that riders wanted a streamlined service to the airport and that he was concerned about providing service to a growing UCSC.

He recognized the need to reconfigure Watsonville service so that it re-circulated throughout the city and said he would like to attract a funding source for a summer beach shuttle.

Commission Alternate Schiffirin questioned discrepancies on the budget pages and Mr. White said that the figures used were from the third quarter and that he would send the final adopted June budget to the Commission.

Mr. Schiffirin also said it was unacceptable for UCSC to

5-11.7

pass along costs for increased service to the community. Mr. White said he would send a copy of a letter sent to UCSC that states that the University's assumptions in its Long Range Development Plan regarding traffic impacts were unacceptable. He indicated that further negotiations with UCSC were needed.

Commissioner Norton noted that there was a lot of talk at Task Force meetings about renewing school bus service and suggested a free bus pass for students under 15. He added that Capitola needed expanded service and should get priority over expanding service to UCSC.

Commissioner Rivas said he was glad there would be more service within Watsonville. He said that more service in the Green Valley Road area was needed due to the increase of student riders and suggested a bench along the route and one at the nearby mobile home park.

Commission Alternate Schiffirin moved and Commissioner Reilly seconded to approve staff recommendations that the Regional Transportation Commission:

1. Approve the Santa Cruz Metropolitan Transit District's FY 06/07 Transportation Development Act (TDA) Article 4 claim in the amount of \$5,880,834, per resolution;
2. Approve the Santa Cruz Metropolitan Transit District's FY 06/07 State Transit Assistance Act (STA) claim in the amount of \$1,806,592, per resolution; and
3. Accept Santa Cruz Metropolitan Transit District's 2005 Annual Report and oral presentation by the SCMTD General Manager.

The motion (Resolutions 02-07 and 03-07) passed unanimously.

26. RTC Autonomy - RTC Employees' Participation in CalPERS Retirement System

Senior Planner Tegan Speiser described the procedures and costs associated with contracting with the California Public Employees' Retirement System (CalPERS) to offer retirement benefits to Regional Transportation Commission employees. Contracting with CalPERS to provide these benefits is part of the work plan leading to the Commission being established as an autonomous governmental entity.

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

1. Adopt a resolution declaring the RTC's intent to enter into a contract with the California Public Employees Retirement System (CalPERS) to provide retirement and survivor benefits to Santa Cruz County Regional Transportation Commission employees under the 2% @ 55 Formula for Local Miscellaneous Members;
2. Approve disclosing the future annual costs of offering CalPERS retirement benefits to RTC employees as determined by the CalPERS System Actuary;
3. Approve October 21, 2006 as the effective date for beginning RTC's new membership in the CalPERS retirement system and for transferring the accumulated contributions, assets and liability for prior and current service from the County of Santa Cruz to the RTC;
4. Approve payment of CalPERS administrative charges to establish a new contracting agency and perform employees' prior service calculations not to exceed \$1,500; and

staff and the employee bargaining unit's recommendations that the Regional Transportation Commission (RTC):

5. Approve offering the CalPERS 1959 Survivor Benefit - Level 4 to interested RTC employees pending the outcome of an employee election to determine participation in Social Security.

The motion (Resolution 04-07) passed unanimously.

27. Mission Street Median Landscaping

Commissioner Emily Reilly led the discussion regarding planting street trees and landscaping in the center median of Mission Street, saying that these design elements are important for traffic calming. She said she was surprised to learn that Caltrans refused to permit the City of Santa Cruz to plant the trees, stating that an agreement to plant the trees was reached during the Mission Street widening project. She asked that Chair Pirie write a letter to Caltrans urging them to approve the median planting.

Commission Alternate Schifffrin asked District 5 Director

Rich Krumholz to explain the departure from the agreement. Mr. Krumholz said that because Mission Street is both a main street for the City of Santa Cruz and a state highway, both entities are collectively responsible for the safety of drivers and pedestrians. He said that Caltrans sees the need for providing landscaping and that low lying median planting is acceptable but that trees are problematic. He said that Caltrans provided for irrigation in anticipation of vegetation, not necessarily trees, and that there has to be a balance between safety and aesthetics. Mr. Krumholz added that he was not aware of any written agreement to allow trees in the median and that the median is so narrow, the planting of trees would require a design exemption. He said the city engineer would have to prepare a fact sheet to substantiate why there should be an exception to a standard design.

Commissioner Reilly said she thinks the city is ready to do all these things but is reluctant because Caltrans indicated that it would be a waste of time. She added that the intention is not to have trees all the way down Mission Street. She asked the Commission to support the City of Santa Cruz in this effort.

Mark Dettle, City of Santa Cruz Public Works Director, said he has been working with Caltrans and respects their opinion, but that residents really want this improvement.

Commission Alternate Schiffirin asked who makes the decision to approve a design exception. Mr. Krumholz answered that ultimately someone in headquarters makes the decision, but that it is based on recommendations from District 5. He said the City should go forward with the process. Mr. Krumholz committed to expeditiously reviewing whatever the City submits, saying he understands that Highway 1 is a gateway to the community and that visual cues are important for drivers to recognize that the highway is beginning to serve its dual role as a main street for the City. He added that Caltrans is very concerned with safety and that it is not desirable to have trees near intersections since they could impede visibility and pose a hazard to pedestrians. He apologized for any misconceptions or misinterpretations that may have occurred when the Mission Street Widening Project was implemented.

Commissioner Reilly made a motion to ask the Public Works Director to keep the Commission informed on ongoing

5-11.10

negotiations with Caltrans and to seek the Commission's support for the City's efforts, if needed. Commissioner Stone seconded and the motion passed unanimously.

The meeting adjourned into Closed Session at 11:30 a.m.

CLOSED SESSION

28. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

The Commission reconvened into Open Session at 11:58 a.m.

30. Santa Cruz Branch Rail Line Acquisition - Peer Review of the Santa Cruz Industrial Lead Supplemental Structural Assessment Report

Commissioner Spence departed the meeting.

Deputy Director Luis Mendez said that additional detailed structural analysis prepared by HNTB was presented at the June 29, 2006 Regional Transportation Commission meeting. He said that the peer review of this work, produced by Biggs Cardosa and Associates was completed.

Mr. Mendez said that technical comments received by staff were forwarded to the consultants and that their responses are included in the reports. He said that the structures assessment work has brought up some issues that must be discussed with Union Pacific before the selection of a

5-11.11

shortline operator and additional appraisal work can proceed. When some resolution has been reached, a new timeline will be presented to the Commission.

Commissioners asked whether all of the recommended repairs listed in the reports were included in the cost estimates and whether the maintenance cost estimates assumed completion of the repairs. Commissioners also asked about the work done by HNTB Corporation to ensure that the list of the recommended repairs is complete and about disagreements between the findings of HNTB Corporation and the peer review of Biggs Cardosa and Associates.

Mr. Mendez responded that all of the repairs are included in the cost estimates and that the maintenance costs assume completion of the recommended repairs. Mr. Mendez stated that he accompanied the HNTB engineers during their analysis of the La Selva Beach trestle and that the engineers climbed the structure to take measurements and remove rust from a representative number of structure members to produce reliable repair recommendations and that in the repair recommendations the consultants took into consideration member connections. Mr. Mendez explained that the only real disagreement between the two consultant companies stemmed from the fact that two different manuals for railroad engineering are used for lateral forces in a seismic analysis resulting in differences in evaluation of potential problems.

Bob Yount asked about insurance costs and costs for capital improvements. He questioned the sources of revenue and asked for a commitment from the Commission that funding for the SCMTD would not be affected by the railroad purchase.

Commissioner Pirie clarified that the assumption is that repairs are to be made before the SCCRTC would begin maintenance responsibilities.

Commission Alternate Schiffrin moved and Commissioner Beautz seconded to approve the staff recommendations that the Regional Transportation Commission accept the peer review produced by Biggs Cardosa Associates, Inc. of the *Santa Cruz Industrial Lead Supplemental Structural Assessment Report* produced by HNTB Corporation.

The motion passed unanimously.

5-11.12

31. Next Meetings/Adjournment

The meeting adjourned at 12:30 pm.

The **Transportation Policy Workshop** scheduled for Thursday, August 17, 2006 at 9:00 a.m. **has been cancelled.**

The next SCCRTC meeting is scheduled for Thursday, September 7, 2006 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Fred Keeley	Transportation Funding Task Force Convener
Sandra Coley	Pajaro Valley Transportation Management Association
Eric Grabriel	
Les White	SCMTD
Donna Ziel	Alternate to Mark Stone
Dave Eselius	
Mark Dettle	Director, City of Santa Cruz DPW
Lee Otter	California Coastal Commission
Cliff Walters	Sierra Railroad
Paul Elerick	CFST
Bill Comfort	
Bob Yount	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT AND CONFIRMATION OF CHANGE ORDERS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Service Building work
 - Pouring and curing concrete for floor foundation.
 - Re-vegetation study completed and submitted to Department of Fish & Game (DFG).
 - Received DFG Agreement and work on outfall construction can commence.
- Maintenance Building
 - On September 6, 2006, Pre-Bid Construction meeting held at 110 Vernon Street, Suite B, Santa Cruz, CA.
 - On October 17, 2006, Invitation For Bid for the Maintenance Building due at 2:00 pm PST at 110 Vernon Street, Suite B, Santa Cruz, CA.

III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. Concrete work has begun pouring and curing. First location was the LNG tank platforms and containment wall area around the LNG tank platform. Inspections are being done to ensure the validity of the concrete work. Further pouring is occurring for the floor foundation of the building.

On September 12, 2006, Central Coast Wilds completed a re-vegetation study which was submitted to DFG to complete the process on DFG Streambed Alteration application. Shortly after, METRO received approval to commence work on the outfall construction for the project.

On August 8, 2006, Notice for Bid 06-01 MetroBase Maintenance Building and Related Site Work sent out to all interested bidders and Builders Exchanges. On August 22, 2006, Invitation For Bid became available at Watsonville Blueprint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm

5-12.1

New updates for the MetroBase Project can be viewed at <http://www.scmttd.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:

- Concrete work for floor foundation commencing.
- Department of Fish & Game approved work on outfall construction.
- Pre-Bid Construction Meeting for Maintenance Building Invitation For Bid 06-01 held on September 6, 2006.

Previous information regarding the MetroBase Project:

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

- Concrete work for LNG pad and containment area completed.
- Change Order #2 and #3 approved.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders trailer and containers installed adjacent to 1122 River Street
- 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)

- Invitation For Bid 06-01 available at Watsonville BluePrint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm.
- Construction schedule set to 32 months
- RNL contract modified for added Maintenance Building scope
- RNL began working on the Maintenance Building portion of the MetroBase project.
- Harris & Associates contract modified for added Maintenance Building scope.

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Service & Fueling Building Component of the MetroBase Project including the Change Orders referenced in this staff report are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

None

5-12.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

**SUBJECT: AUTHORIZATION FOR DISPOSAL OF ONE 1986 SERVICE TRUCK,
ONE 1985 SERVICE VAN, ONE 1986 SERVICE VAN, TWO (2) 1985
PICK-UP TRUCKS, AND ASSOCIATED PARTS**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors declare as excess one 1986 service truck, one 1985 service van, one 1986 service van, two 1985 pick-up trucks, and associated parts.

II. SUMMARY OF ISSUES

- In accordance with the District's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The trucks were purchased in 1985 and 1986, and are in poor condition.
- The vans were purchased in 1985 and 1986, have over 200,000 miles each, and are in poor condition.

III. DISCUSSION

The current market value of the vans and trucks is \$300 each. The parts have a market value of \$150. Upon the Board's declaration of the vehicles as excess, they will be offered for sale by the District's Purchasing Office along with the associated parts inventory.

IV. FINANCIAL CONSIDERATIONS

None of the vehicles have any remaining book value. Any revenue generated from the sale will be recorded as income.

V. ATTACHMENTS

Attachment A: List of Assets Designated for Disposal as of September 22, 2006

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT Assets Designated For Disposal As Of September 22, 2006

ASSET NUMBER	DESCRIPTION	PURCHASE DATE	ACQUISITION COST	NET BOOK VALUE	MARKET VALUE	REASON FOR DISPOSAL
8024	1985 Pickup truck	06/06/85	\$ 7,628 09	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8025	1985 Pickup truck	06/06/85	\$ 7,628 05	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8029	1986 Service truck	07/01/86	\$ 13,501 43	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8032	1986 Service van	06/30/87	\$ 11,603 89	\$ -	\$ 300 00	BEYOND USEFUL LIFE
8018	1985 Service van	03/15/85	\$ 13,453 57	\$ -	\$ 300 00	BEYOND USEFUL LIFE
1 Lot	Miscellaneous parts	Various		\$ -	\$ 150 00	BEYOND USEFUL LIFE

5-13.91

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CLAREMONT BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAMS

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Claremont Behavioral Services for employee assistance programs.

II. SUMMARY OF ISSUES

- The District has had a contract with Claremont Behavioral Services to provide employee assistance programs for the past three years.
- The current contract, approved by the Board of Directors on October 25, 2002, was for a term of two years with three (3) one-year options for renewal.
- Claremont Behavioral Services has provided excellent service and a one-year extension of the contract is recommended.

III. DISCUSSION

The Employee Assistance Program provides an opportunity for all District employees and their dependents to obtain confidential assistance in resolving personal problems which may impact work performance. The Employee Assistance Program would provide confidential professional counseling, assessment and referral for the District's approximately 300 employees and their dependents in an effort to address such problems relating to, but not limited to, marriage and family, psychological health, substance abuse, legal or financial issues.

On July 5, 2002, District Request for Proposal No. 02-02 was mailed to several firms and was legally advertised. On August 2, 2002, proposals were received and opened from five (5) firms. On October 25, 2002, the Board of Directors authorized the General Manager to execute a two-year contract with the option of three (3) one-year extensions with Claremont Behavioral Services. Claremont Behavioral Services has provided excellent service and District employees have used the programs significantly. The average in this industry for the number of employees using the service is 5%. The attached Claremont report (Attachment A) shows that the District usage was at 11.3 % for the year. Claremont Behavioral Services has offered to extend the current contract one additional year with no changes in the rates or services.

5-14.1

District staff recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension with Claremont Behavioral Services for employee assistance program services.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget. The estimated annual budget for this contract based on 320 employees is approximately \$12,865.

V. ATTACHMENTS

- Attachment A:** Report from Claremont Behavioral Services, Inc.
- Attachment B:** Contract Amendment

CLAREMONT EAP

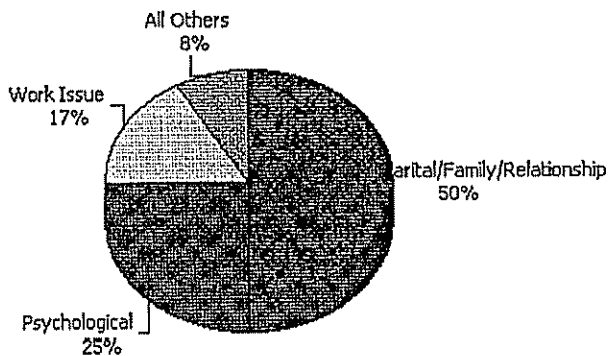
Santa Cruz Metropolitan Transit District
Utilization Report

Reporting Period: 12/1/2005 to 6/30/2006
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

Total Utilization Based on 320 Employees

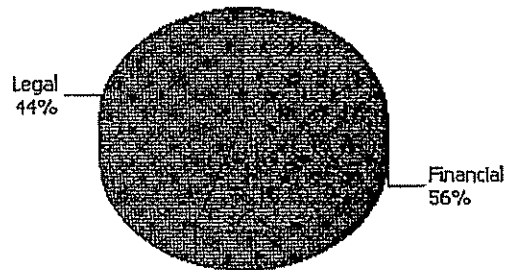
	<u>Cases This Period</u>	<u>Cases YTD</u>	<u>Projected Annual Utilization</u>
Total Cases	21	21	11.3 %
Clinical	12	12	6.5 %
Life Management	9	9	4.8 %

New Cases: Clinical



	<u>This Period</u>
Total Clinical Cases	12
Marital/Family/Relationship	6
Psychological	3
Work Issue	2
Medical	1
Addiction/Substance Abuse	0

New Cases: Life Management



	<u>This Period</u>
Total Life Mgmt Cases	9
Financial	5
Legal	4
Child Care	0
Community Referral	0
Elder Care	0

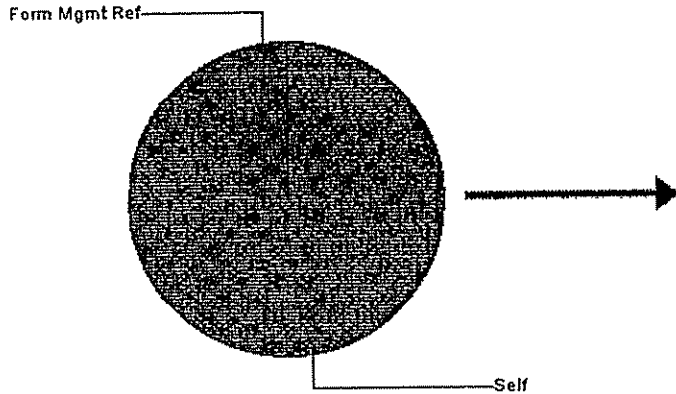
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CLAREMONT EAP

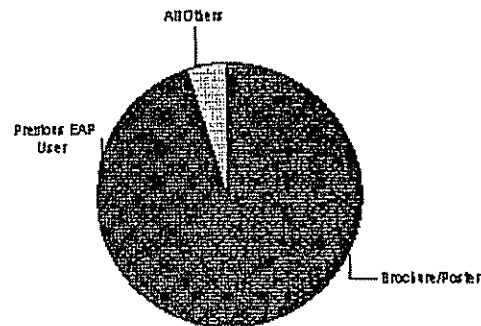
Santa Cruz Metropolitan Transit District
Utilization Report

Reporting Period: 12/1/2005 to 6/30/2006
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

Referral Type for New Clinical and Life Management Cases



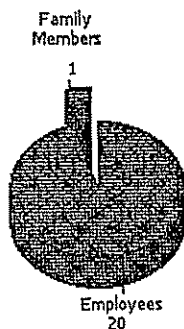
Source of Self-Referrals



Referral Type	# of cases	% of cases
Self	20	95.2%
Formal Management Referral	1	4.8%
Total	21	100.0%

Self-Referrals	# of cases	% of cases
Co-Worker	1	5.0%
Brochure/Poster	13	65.0%
Previous EAP User	6	30.0%
Total	20	100.0%

New Cases: Employees vs. Family Members



	# of cases	% of cases
Employees	20	95.2%
Family Members	1	4.8%
Total	21	100.0%

CLAREMONT EAP

Santa Cruz Metropolitan Transit District Utilization Report

Reporting Period: 12/1/2005 to 6/30/2006

Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

Organizational Consultations

Number of Organizational Consultations **8**

Consultation Issues*	Frequency*
Training Need	7
Conflict With Co-Worker(s)	1
Formal Work Discipline	1

* A single consultation may involve more than one issue, and thus the frequency reflects the total count for each type of issue across all consultations.

Onsite Services

Date of Service	Intervention Description	Hours	
February 13, 2006	Training-	1.00	9 participants
February 13, 2006	Training-	1.00	10 participants
February 16, 2006	Training-	1.00	11 participants
February 17, 2006	Training-	1.00	9 participants
February 17, 2006	Training-	1.00	12 participants
March 7, 2006	Training-	1.00	4 participants
March 7, 2006	Training-	1.00	5 participants

Account Services

Date of Service	Service Description	
December 7, 2005	Report Sent	
December 7, 2005	Publicity Materials Sent: 1 other document(s)	
December 8, 2005	Publicity Materials Sent: 40 brochures	
December 13, 2005	Program Development Consultation--In Person	2 participants
December 15, 2005	Publicity Materials Sent: 8 poster(s)	
January 9, 2006	Distributed Newsletter (1st Quarter 2006)	
February 1, 2006	Distributed Resource Packet (Elder Care Support)	
March 7, 2006	Publicity Materials Sent: 1 other document(s)	
March 30, 2006	Publicity Materials Sent: 75 other document(s)	
April 3, 2006	Distributed Newsletter (2nd Quarter 2006)	
May 1, 2006	Distributed Resource Packet (Confidence)	
June 5, 2006	Report Sent	

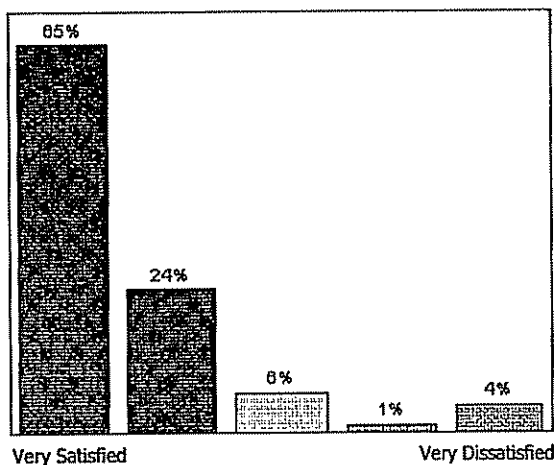
CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Utilization Report

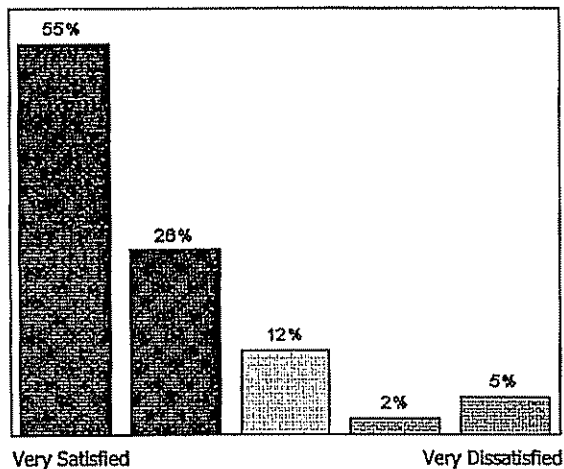
Reporting Period: 12/1/2005 to 6/30/2006
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

Client Satisfaction*

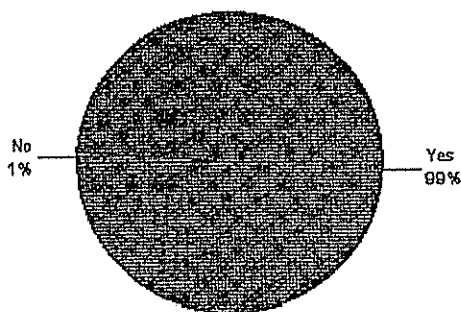
Satisfaction with Initial Call



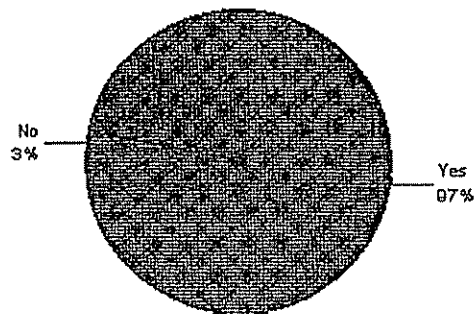
Satisfaction with EAP Counselor



Was Initial Appointment with the EAP scheduled in a timely fashion?



Would Recommend the EAP to a friend or colleague?



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

5-14:a4

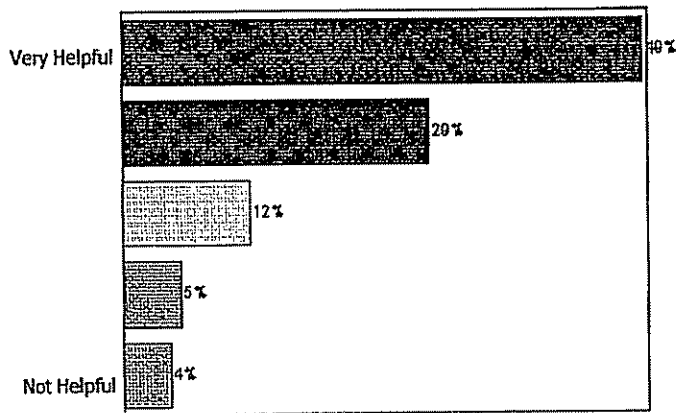
CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Utilization Report

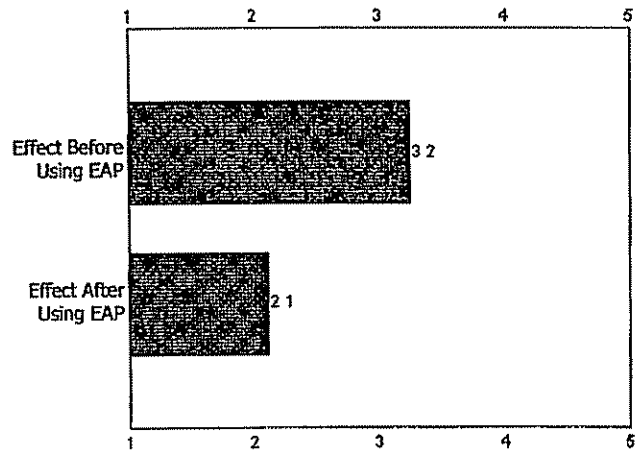
Reporting Period: 12/1/2005 to 6/30/2006
Year-To-Date Reporting Period: 12/1/2005 to 6/30/2006

Clinical Case Outcomes*

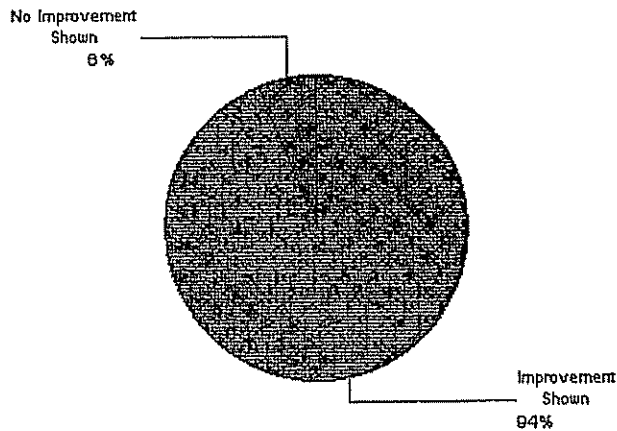
Self-Reported Helpfulness of EAP in Resolving Issue



Self-Reported Effect of Issue on Work Performance



Provider Reported Rating of Client Improvement



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

5-14.95

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
THIRD AMENDMENT TO CONTRACT NO. 02-02
FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

This Third Amendment to Contract No. 02-02 for Employee Assistance Program Services is made effective December 1, 2006 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Claremont Behavioral Services. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for Employee Assistance Program Services ("Contract") on December 1, 2002.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This contract shall continue through November 30, 2006. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

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

SIGNATURES ON NEXT PAGE

IV. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CLAREMONT BEHAVIORAL SERVICES.

By _____

Tom Bjornson
President, CEO

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

5-14. b2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF SUPPORT FOR GRANT APPLICATION FROM THE CITY OF SANTA CRUZ FOR A BAY CORRIDOR MULTI-MODAL PLANNING STUDY

I. RECOMMENDED ACTION

Consider sending a letter in support of the City of Santa Cruz's application to Caltrans for a Bay Corridor Multi-Modal Planning Study.

II. SUMMARY OF ISSUES

- Caltrans is soliciting applications for Community-Based Transportation Planning Program for grant awards of up to \$300,000.
- In 2004, METRO, UCSC and the City of Santa Cruz submitted a joint application to develop conceptual plans for transportation improvements in the Bay Corridor.
- The 2004 application was not selected for funding. The City of Santa Cruz is resubmitting the application for this year's cycle.
- Submitting a letter to the City in favor of the application would indicate METRO's support for the project.
- Applications are due October 13, 2006.

III. DISCUSSION

Periodically, Caltrans solicits applications for grant funding from the Community Based Transportation Planning Program. Selected projects will encourage community partnership and foster coordinated land use and transportation planning which leads to programming transportation improvement projects supporting livable communities, multi-agency coordination, public participation and reduced traffic congestion. Funded projects receive up to \$300,000 in state funds with the recipient contributing 20% in non-state, non-federal local matching funds.

In October, 2004, METRO, the University of California Santa Cruz (UCSC) and the City of Santa Cruz cooperatively developed a joint application requesting \$250,000 for a community-based planning project to develop conceptual plans and implementation strategies for short and long-term transportation improvements in the Bay Avenue corridor between Mission Street and the UCSC campus. The City's 2003 Master Transportation Plan identified this corridor as a leading candidate for multi-modal transportation improvements, including Bus Rapid Transit

5-16.1

(BRT), to address existing congestion and to accommodate expected traffic growth from increased University enrollment. This project was not selected for funding in the 2004 cycle.

The City of Santa Cruz intends to resubmit the application this year. The application will be revised to include results from the *Bay Corridor Preliminary Feasibility Analysis: Bus Rapid Transit Preliminary Conceptual Plan*, which Urbitran Associates completed for the UCSC and presented to the METRO Board of Directors January 13, 2006. The Bay Avenue corridor and its intersection with Mission St. continues to experience significant congestion with detrimental residential neighborhood impacts and remains a priority for transportation improvements.

Providing a letter of support to the City of Santa Cruz will enhance its application to Caltrans. The District submitted a letter of support for the 2004 application. This project, if funded, would use contracted consultants as well as staff resources from METRO, the City and UCSC to produce a Bay Corridor Multi-Modal Planning Study outlining preferred strategies and conceptual plans for transportation improvements based upon community input and technical analysis.

IV. FINANCIAL CONSIDERATIONS

None. The City of Santa Cruz will provide the local matching funds and will document METRO staff resources as an in-kind contribution (non-cash).

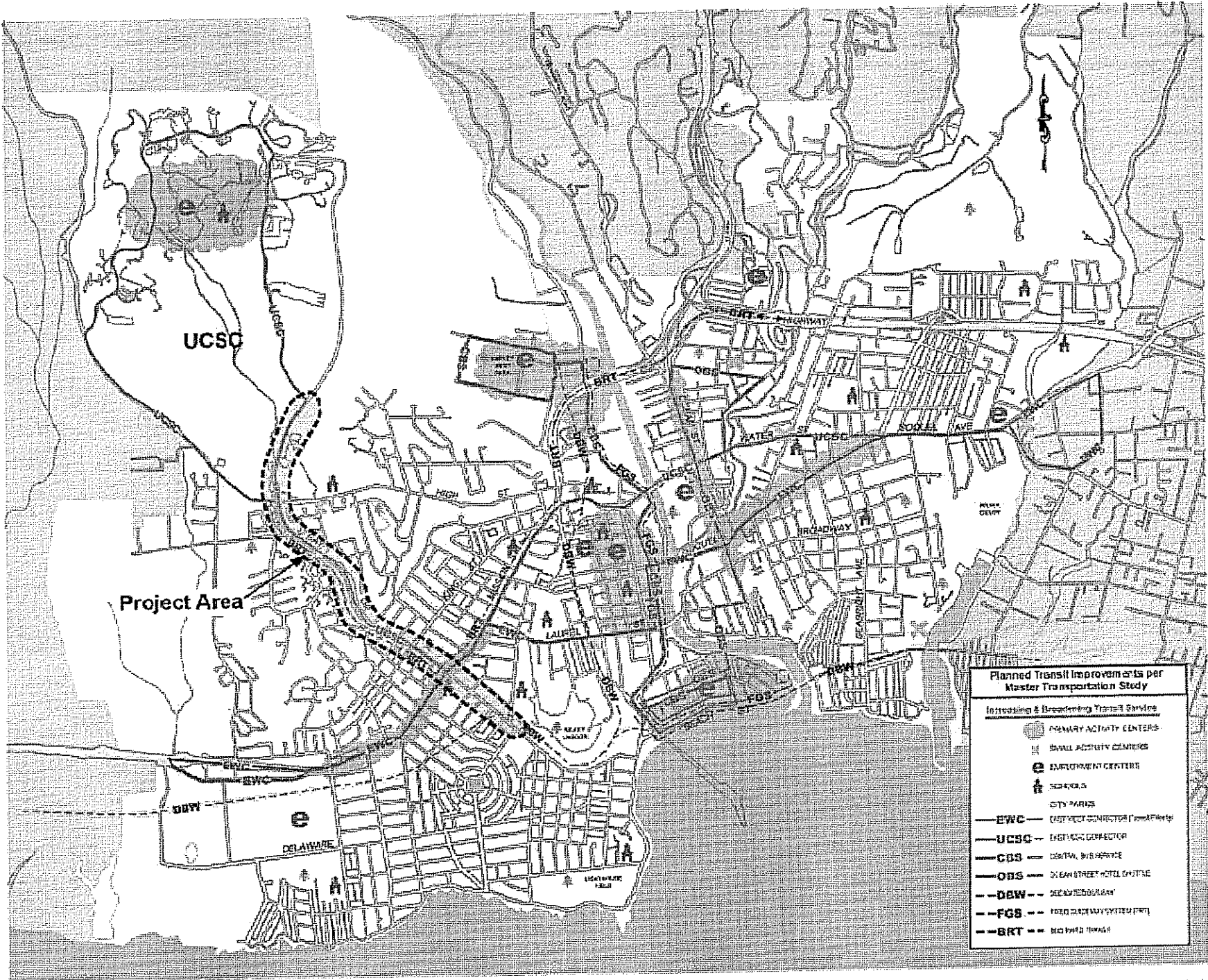
V. ATTACHMENTS

Attachment A: Bay Corridor Project Area Map

5-16.2

S-16.a.1

Attachment A



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDERATION OF APPROVAL OF PARATRANSIT CLASS SPECIFICATION (JOB DESCRIPTION) FOR PARATRANSIT DISPATCHER

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the attached class specification (job description) for the Paratransit dispatcher

II. SUMMARY OF ISSUES

- In September the Board approved the tentative agreements reached during the negotiation process for the renewal of the UTU Local 23 Paratransit Labor Agreement.
- One of the tentative agreements reached included the development of the Paratransit Dispatcher position.
- METRO modified an existing class specification (Paratransit Dispatch/Scheduler) removing any reference to scheduling activities.
- The Union was provided with a copy of the revised class specification.
- To meet the required deadlines determined by the tentative agreement METRO recommends approval of the attached class specification.

III. DISCUSSION

During the spring and summer of 2006 METRO and UTU Local 23 Paratransit division meet to negotiate changes to the Labor Agreement. In mid-September the Tentative Agreements were ratified by the union and approved by the Board.

One of the changes included the addition of the position of Paratransit Dispatcher. This position would perform the dispatching functions as described in the existing Paratransit Dispatch/Scheduler position.

The addition of the new position would provide advancement opportunities for current and future employees.

Once the class specification has been approved METRO staff will move forward in testing existing employees to determine their placement in one of the two positions mentioned above. Employees that are classified as Dispatch/Schedulers will receive a salary increase.

5-17.1

IV. FINANCIAL CONSIDERATIONS

The salary range for this position was approved in negotiations with UTU and the cost of staffing has already been included in the Paratransit budget.

V. ATTACHMENTS

Attachment A: Class specification for Paratransit Dispatcher

Santa Cruz Metropolitan Transit District

PARATRANSIT DISPATCHER

POSITION DESCRIPTION:

Under general supervision, dispatches Paratransit Operators using a variety of communication devices. Prepares and adjusts ride manifests for Paratransit Operators and supplemental providers, monitors drivers' locations and documents drivers' adherence to ride manifests. Provides assistance with reports as instructed. Performs other functions as assigned.

DUTIES AND RESPONSIBILITIES:

Dispatches vans using various communication devices. Works to coordinate rides whenever possible.

Prepares drivers packets for the next day.

Administers driver sign-in and sign-out procedures.

Communicates respectfully with Paratransit Operators and customers regarding any schedule adjustments.

Uses a variety of communication systems and other automated tools to monitor paratransit operations, coordinate vehicles, and adjust schedules to optimize service delivery.

Uses judgment to resolve unusual situations or situations that occur in the field such as broken equipment, errors in pick-up or drop off locations.

Attempts to assess emergency/urgent situations and work with Reservation and Scheduling Coordinator, staff, and customers to resolve issues in a timely manner.

Develops and maintains effective working relationships with other staff, representatives of the community, customers, and the public.

Communicates effectively and respectfully with people from different racial, ethnic, cultural groups, physical and intellectual abilities, lifestyle choices and ages. Demonstrates an ability to be sensitive to the needs of customers.

Will be required to courteously assist customers using various communication devices as well as in public.

Will be required to provide information regarding all District services.

Receives and forwards customer feedback to the Reservation and Scheduling Coordinator.

5-17.21

Operates computer and software applications designed for dispatching.

Adhere to METRO and departmental policies and procedures.

May also be required to assist reservationist as needed.

Like clerical duties as assigned.

Uses a variety of office equipment.

MINIMUM QUALIFICATIONS:

Ability to interact with customers and staff in a professional manner.

Oral and written communication skills sufficient to complete paperwork, and effectively communicate with the majority of customers and co-workers.

Working knowledge of major computer software (e.g. Microsoft office) systems.

Ability to work calmly and in emergency/crisis situations.

Fluency in Spanish is preferred.

Working knowledge of Trapeze PASS preferred.

Willingness and ability to work unusual hours including nights, weekends, and holidays.

PHYSICAL DEMANDS

While performing the duties of this job the employee is frequently required to sit, talk or hear, both in person and by telephone, use hands to finger, handle or feel objects or controls, reach with hands and arms. The employee is regularly required to stand, walk and twist at the neck. Occasional overhead reaching and lifting up to 30 pounds is required. Visual abilities required include close vision, distance vision, and the ability to adjust focus.

SPECIAL REQUIREMENT:

Good attendance record in previous employment. Must pass requisite background check.

This position is considered Safety Sensitive position and is subject to Drug and Alcohol testing as required by FTA CFR 49.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: September 22, 2006

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Action Taken In Closed Session Regarding the Sale of Real Property located at 25 Sakata Lane, Watsonville, CA

Sale of Real Property located at 25 Sakata Lane, Watsonville, CA

On January 13, 2006, in closed session you authorized the acceptance of a counter offer II from Donald Houpt to purchase 25 Sakata Lane for \$3.1 million. The following Directors authorized the sale: Beautz, Bustichi, Keogh, Nicol, Reilly, Rotkin, Skillicorn, Spence, Stone and Tavantzis. Director Hinkle was absent. Pursuant to this direction, the property was sold and escrow closed on the sale of the property on September 7, 2006.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006 (ACTION REQUESTED)

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE WITH FARNINOSH SALILI FOR SUITE C AT PACIFIC STATION

I. RECOMMENDED ACTION

Authorize the General Manager to execute a New Lease with Farinosh Salili for Suite C at Pacific Station.

II. SUMMARY OF ISSUES

- The former tenants, Andrew and Alicia Franaszek dba Storti's Pizzeria, vacated the Pacific Station, Suite C space on July 31, 2005. Their lease expired on 12/31/04. They were unable to renew the lease because they were in arrears with regard to the rent. They subsequently filed for Bankruptcy, making it difficult and time-consuming to evict them from the premises.
- Santa Cruz METRO staff issued a Request for Proposals and interviewed three parties for a new Lease, to begin September 1, 2005. METRO entered into a Lease Agreement with Abdo Azzubaidi for a semi-fast food restaurant serving American and Middle Eastern foods and beverages, effective October 1, 2005.
- The City of Santa Cruz restricted the use of an open flame, due to ventilation problems with the space, causing Mr. Azzubaidi to cancel his lease because he could not operate his business without the use of an open flame and the cost for ventilating it properly was exorbitant.
- A new RFP was issued in 2006, which included the City's restriction of an open flame. Farinosh Salili's proposal, business plan and business references were reviewed by the Property and Leasing Committee and Ms. Salili was interviewed by the committee.
- The attached draft Lease includes the negotiated agreement between Farinosh Salili and the committee. The lease allows the tenant one month of free rent while she works to set up and establish her business.
- The recommendation is made to approve this lease agreement and authorize the General Manager to execute the Lease for a five-year lease.

III. DISCUSSION

On December 31, 2004, Andrew and Alicia Franaszek's lease expired. They had previously requested an extension, but at the time of the expiration of the Lease, the Franaszeks were \$5,000.00 in arrears with regard to the rent and utility payments to METRO. Therefore, METRO was unable to extend their lease, making it necessary to advertise the space and review proposals for a new Lease.

The space was advertised in February 2005 and interviews of applicants occurred in March. Of the three parties interviewed by the Property and Leasing Committee (consisting of four METRO staff members), Abdo Azzubaidi scored the highest points based on certain criteria pre-selected by the committee. Mr. Azzubaidi also offered the highest rent for the space. A Lease Agreement was approved by the Board of Directors to be effective October 1, 2005. However, because the City put new restrictions on having an open flame in this space, Mr. Azzubaidi was not able to operate his business without an open flame and was forced to cancel his lease.

After a new RFP was issued, which included restrictions for an open flame in the space, Farinosh Salili submitted a proposal with a business plan and references to open a candy and ice cream store, selling various dessert foods and beverages. This business would work well, as it will not require an open flame.

The lease allows the tenant one month of free rent while she works to set up and establish her business. The recommendation is made by the committee to approve this Lease and authorize the General Manager to execute the lease agreement.

IV. FINANCIAL CONSIDERATIONS

The rent proposal is for \$600.00 per month, which provides a yearly income to METRO of \$7,200.00 for this Lease.

V. ATTACHMENTS

Attachment A: Draft Lease

5-19.2

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

THIS LEASE is made on October 1, 2006, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 370 Encinal, Suite 100, Santa Cruz, California, 95060, and Farinosh Salili ("Tenant"), whose address is 920 Pacific Avenue, Santa Cruz, California, 95060, who agree as follows:

RECITALS

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

1. Landlord is the owner of certain real property commonly known as Pacific Station (hereinafter "Center" described in Exhibit "A." Said real property includes, without limitation, "Premises" which consists generally of approximately 300 square feet of the space in the building commonly known as Pacific Station.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a:
4. Tenant has examined the Premises and is fully informed of their condition.

ARTICLE 1: PREMISES

1.1 General

Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Santa Cruz, County of Santa Cruz, State of California, outlined in red in Exhibit A in the Center located at 920 Pacific Avenue, Santa Cruz, California, 95060.

1.2 Airspace Rights

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

ARTICLE 2: TERM

2.1 Fixed Term

The term shall commence on October 1, 2006 and shall expire at 12:01 a.m. on September 30, 2011, unless sooner terminated in accordance with the provisions herein.

2.2 Inability to Deliver Possession

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

2.3 Option to Extend Term

Tenant shall have one (1) option to extend the term of its lease for an additional five (5) Year period under the same terms and conditions specified herein provided Landlord receives written notification from Tenant exercising said option not later than one hundred eighty (180) days prior to the expiration of the initial five (5) year term. Tenant shall have no other right to extend the term beyond the options to extend term as described herein.

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

2.4 Tenant's Notice and Default

- a. If Tenant fails to give Landlord an option notice at least six (6) months but not more than one (1) year before the expiration of the term, Tenant's rights under this Article 2 shall be deemed to have been waived, and Landlord shall be free (without any further obligation to Tenant) to lease premises to anyone upon the same or any other terms and conditions and without any further obligation to Tenant, whether or not the terms and conditions of such lease are more or less favorable than those offered to Tenant.
- b. Tenant's extended term options shall be suspended during any period in which Tenant is in default under any provision of this Lease until said default has been cured. If Tenant fails to exercise its extension option in any instance when such rights may arise, in writing, prior to the expiration of the applicable time period for the exercise of such rights, Tenant's rights to the extension shall thereafter be deemed null and void and of no further force or effect. The period of time within which the extension option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such rights because of the foregoing provisions. All rights of Tenant to the extension option shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise, but prior to the commencement date of the term of the extension option: (1) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to cure a material non-monetary default within thirty (30) days after Landlord gives written notice to Tenant of such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, the Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and, thereafter, diligently prosecutes such cure to completion; or (3) Landlord gives to Tenant three (3) or more notices of default (and Tenant was in fact in default in such instances), whether or not such defaults are ultimately cured. Landlord's waiver of its right to terminate this Lease due to Tenant's default in any instance shall not be deemed a waiver of the foregoing conditions precedent and conditions subsequent to the exercise of the extension option.

2.5 Extension Option Not Separately Assignable

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

ARTICLE 3: RENT

3.1 Minimum Monthly Rent

Tenant shall pay to Landlord as minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of 600.00, which is subject to adjustment as provided in Section 4.2, per month in advance on the first day of each month commencing on November 1, 2006. Minimum monthly rent for the first month or portion thereof shall be paid on the day that Tenant's obligation to pay minimum monthly rent commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

3.2 Periodic Cost-of-Living Adjustment

- a. The minimum monthly rent provided for in Section 4.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), including, without limitation, at the commencement of, and for the duration of any extended term, if any, made in accordance with Article 2 herein, as follows:
1. The base for computing the adjustment is the Consumer price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is

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

in effect on the date of the commencement of the term ("Beginning Index") is to be used in determining the amount of the adjustment. If the Index has increased over the Beginning Index, the minimum monthly rent for the following year (until the next rent adjustment) shall be set by multiplying the minimum monthly rent set forth in Section 4.1 by a fraction, the numerator of which is the Current Index and the denominator of which is the Beginning Index. In no case shall the minimum monthly rent be less than a 3% increase over the current minimum monthly rent set forth in Section 3.1 and an increase shall be no greater than 8% of the current minimum monthly rent as provided in 3.1. On adjustment of the minimum monthly rent as provided in this lease, the parties shall immediately execute an amendment to this lease stating the new minimum monthly rent.

2. If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

3.3 Refund of Prepaid and Unearned Minimum Monthly Rent

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

3.4 Due Dates and Delinquent Dates for Rent Payments

- a. Amounts due Landlord for minimum monthly rent (Section 3.1), late rent charges (Section 3.5), "increase in insurance due to use" (Section 6.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the second business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, additional rent (Section 5.6), security deposit (Article 5), maintenance (Article 7), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.
- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

3.5 Late Rent Charges

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

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3.6 Taxes Paid by Tenant; Additional Rent

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

If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.

3.7 Payment for Permits

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

3.8 Negation of Partnership

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

3.9 Payment of Rent

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

Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
ATTN: Finance Department

ARTICLE 4: SECURITY DEPOSIT

Tenant has deposited with Landlord \$1,200.00, as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

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ARTICLE 5: USE; LIMITATIONS ON USE

5.1 Use

- a. Premises shall be used for Take-out or Sit-down lunch-delicatessen, as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit C attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Metro Center or in consenting to a change of any other Tenant's business use located at the Metro Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses patronize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit C. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use any space in the Center for office, clerical, and other non-service or non-selling purposes.
- d. Tenant specifically agrees that the premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Metro Center, nor, without limiting the generality the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose or for sleeping or residential purposes, including washing clothes.

5.2 Limitations on Use

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

5.2.1 Cancellation of Insurance; Increase in Insurance Rates

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlord's property, and Tenant at the Center, or any of Tenants' property) carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Said payment shall be made within ten (10) days before the date Landlord is obligated to pay premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later.

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- c. Tenant's expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

5.2.2 Deliveries

- a. Tenant shall not allow deliveries of any kind on the bus lanes. Additionally, Tenant's employees shall be restricted to park in areas other than the bus lanes.

5.2.3 Waste; Nuisance

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

5.2.4 Overloading

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

5.2.6 Hours of Operation

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and cause such business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit C of this Lease.
- b. Landlord may, at its option, change the hours of operation for Tenant's business set forth in Exhibit C. Landlord may, at its option, and for good cause, permit Tenant to temporarily close down said business or otherwise limit operations. However, Tenant must submit a written request to the Board of Directors of Landlord for any change.

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5.2.7 Rules and Regulations/Common Area

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public and is commonly known as the Metro Center. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations promulgated by the Board of Directors of Landlord now existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by the officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.
- b. Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licensees to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access.
- c. Tenant shall be responsible for its proportionate share for the payment of the cost of the Common Area, and all improvements and facilities situated thereon and required in connection therewith. Any increases to common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

5.2.8 Limitation

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

ARTICLE 6: MAINTENANCE

6.1 Landlord's Maintenance

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

6.2 Tenant's Maintenance

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal

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property, restrooms, fixture maintenance (light bulbs, etc.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.

- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

ARTICLE 7: REPAIRS AND ALTERATIONS

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

ARTICLE 8: TRADE FIXTURES

Subject to the provisions of Paragraph 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the building or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord

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or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

ARTICLE 9: UTILITIES AND SERVICES

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

- a. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for Landlord's costs in furnishing trash collection services to the premises at the rate of three (3) percent (%) of Landlord's cost, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant;
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of total utility use by those sharing the same meter, or as metered use. Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Tenant's Indemnification of District

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

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10.2 Liability Insurance

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, insurance, and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy(ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord. Said policy or policies shall further provide that any other insurance carrier by Landlord shall be excess insurance only, as to the liability insured thereby.
- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Premises on said Metro Center. Changes in insurance amounts shall occur not more frequently than once a year.

10.3 Fire and Other Perils Insurance

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

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the insurance. Landlord shall inform Tenant of its actual cost of the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.

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

10.4 Tenant's Fire and Malicious Mischief Insurance

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

10.5 Plate Glass Insurance

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Both parties shall be named as additional insureds.

10.6 Tenant's Business Interruption Insurance

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

10.7 Proof of Insurance

Tenant shall provide proof of insurance evidencing at least the minimum levels described in Article 10 on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

10.8 Other Insurance Matters

All insurance required under this lease shall:

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

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ARTICLE 11: DESTRUCTION

DAMAGE OR DESTRUCTION

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

ARTICLE 12: ASSIGNMENT

12.1 ASSIGNMENT AND SUBLETTING

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:
- (i) The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
 - (ii) That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
 - (iii) Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
 - (iv) As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
 - (v) Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the

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proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

ARTICLE 13: DEFAULT

13.1 Tenant's Default

- a. The occurrence of any of the following shall constitute a default by Tenant:
1. Failure to pay rent when due if the failure continues for three (3) days after a notice has been sent to Tenant
 2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) days
 3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease.
- b. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice.

13.2 Landlord's Remedies

13.2.1 Cumulative Nature of Remedies

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

13.2.2 Tenant's Right to Possession Not Terminated

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any relating. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- c. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:

1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;

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

13.2.3 Termination of Tenant's Right to Possession

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
 2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
 4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Section 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

13.2.4 Landlord's Right to Cure Tenant's Default

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

ARTICLE 14: SIGNS

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Santa Cruz required. Any signs approved by Landlord and placed on the Premises shall be at

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Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.

- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Metro Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.
- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

ARTICLE 15: LANDLORD'S ENTRY ON PREMISES

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

ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT

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

ARTICLE 17: NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its

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address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

Santa Cruz Metropolitan Transit District
370 Encinal, Suite 100
Santa Cruz, CA 95060
ATTN: Secretary/General Manager

ARTICLE 18: WAIVER

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

ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER

19.1 Surrender of Premises

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises covered by Article 11), except for alterations that Tenant has the right to remove or is obligated to remove under the provisions of Article 7. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

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19.2 Holding Over

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

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 General Conditions

20.1.1 Time of Essence

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

20.1.2 Corporate Authority

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

20.1.3 Successors

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

20.1.4 Rent Payable in U.S. Money

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

20.1.5 Real Estate Brokers; Finders

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

20.1.6 Status of Parties on Termination of Lease

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

20.1.7 Exhibits--Incorporation in Lease

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

20.1.8 Licenses and Permits

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased

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Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

20.1.10 Pest Control

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

20.1.11 Drug and Alcohol Policy

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

20.1.12 Smoke Free

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

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

20.1.15 Termination for Convenience

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

20.1.16 Publicity

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

20.1.17 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.

20.1.18 Prohibition of Discrimination against Qualified Handicapped Persons

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

20.1.19 Cal OSHA/Hazardous Substances

20.1.19.1 Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the

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premises shall be used, stored, and removed in compliance with all applicable laws, statues, ordinances and governmental rules, regulations or requirements.

- 20.1.19.2 Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.
- 20.1.19.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.19.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 20.1.19.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- 20.1.19.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims":
- (i) Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
 - (ii) any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

20.1.20 All Amendments in Writing

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

20.1.21 Responsibility for Equipment

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

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20.1.22 Equipment

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

20.1.23 Nondiscrimination

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

20.1.24 Liens

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

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

20.2.2 Integrated Agreement; Modification

This lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

20.2.3 Provisions are Covenants and Conditions

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

20.2.4 Use of Definitions

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

20.2.5 Definitions

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

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

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- f. **DESTRUCTION:** Damage, as defined here, to or disfigurement of the Premises.
- g. **ENCUMBRANCE:** Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.
- h. **EXPIRATION:** The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.
- i. **GOOD CONDITION:** The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- j. **HOLD HARMLESS:** To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA:** Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. **RESTORATION:** The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to

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substantially the same physical condition as they were in immediately before the destruction.

- t. **SUBSTANTIAL COMPLETION:** Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. **SUCCESSOR:** Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. **TENANT'S IMPROVEMENT:** Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. **TENANT'S PERSONAL PROPERTY:** Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit E.
- x. **TENANT'S TRADE FIXTURE:** Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit E.
- y. **TERM:** The period of time during which Tenant has a right to occupy the Premises.
- z. **TERMINATION:** The ending of the term for any reason before expiration, as defined here.

20.2.6 Captions

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

20.2.7 Singular and Plural

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

20.2.8 Joint and Several Obligations

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

20.2.9 Severability

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

ARTICLE 21: ATTORNEYS' FEES

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

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ARTICLE 22: AUTHORITY

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

IN WITNESS WHEREOF, this lease is executed by the Santa Cruz Metropolitan Transit District and the Tenant has affixed his/her signature(s) the day and year first herein above written.

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

TENANT- CAFÉ LENA

BY: _____ Date _____
Farinosh Salili- Owner

Approved as to Form:

BY: _____ Date _____
MARGARET GALLAGHER
District Counsel

- Exhibit A- Floor plan
- Exhibit B- USE: HOURS OF USE Closure for Holidays- Thanksgiving (Nov. 25), Christmas (Dec. 25), and New Year's Day (Jan. 1)
- Exhibit C- Menu
- Exhibit D- Rules and Regulations
- Exhibit E- Tenant Fixtures

5-19.23

EXHIBIT A

DESCRIPTION OF PREMISES

The premises consist of the floor, interior walls, doors, windows (including glass), and ceiling commonly known as:

Restaurant Space
PACIFIC STATION
920 PACIFIC AVENUE, Suite C
SANTA CRUZ, CA 95060

comprising approximately THREE HUNDRED (300) square feet, in the building commonly known as:

PACIFIC STATION
920 Pacific Avenue
Santa Cruz, CA 95060

A diagram showing the leased premises outlined in YELLOW appears on page 2 of this exhibit.

Initials:

LANDLORD: _____ Date: _____

TENANT: _____ Date: _____

5-19. a24

EXHIBIT B

USE: HOURS OF USE

Tenant's business shall be that of operating a **CANDY AND ICE-CREAM SHOPPE**

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

American and Middle-Eastern foods and beverages

Tenant shall not be permitted to sell the items listed below nor will Landlord give permission to Tenant for sale of the items listed below:

1. Pre-packaged sandwiches;
2. Convenience store items;
3. Mexican food or beverages
4. Chinese food;
5. Canned or bottled sodas, beverages or drinks; and
6. Gourmet or drip coffees.

Tenant's business hours shall be as follows:

Monday through Friday; 6:00 a.m. until 9:00 p.m.
Saturday and Sunday, 6:00 a.m. until 11:00 p.m.

Tenant shall notify Landlord prior to changing its proposed hours of business. Landlord shall have the right to object to such hours, however, landlord shall agree to tenant's proposal if it is reasonable and does not interfere with Landlord's transit services.

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

INITIALS

Landlord: _____

Date: _____

Tenant: _____

Date: _____

5-19.925

Candies 1/4 lb \$2.00

Fudge 1/4 lb \$3.50

Ice cream cup or cone

Small (one scoop) 1.25

Medium (Two scoops) 2.25

Large (three scoops) 3.25

Sundae \$4.25
(Caramel, strawberry, chocolate, Raspberry)

Banana Split \$4.25

Root Beer float \$3.50

Cappichino chill \$3.50

Fountain Drink

Small \$1.25

Medium \$1.50

Large \$1.75

Cold Drinks

Bottle ~~Drinks~~ \$1.50

Water \$1.00

Milk \$1.00

Chocolate Milk \$1.50

Cookies .75

Pastries 1.50

(Danish, Bear claws, Croissant, Muffins)

Coffee and Hot Drinks

House coffee

Small \$1.25

Medium \$1.50

Large \$1.75

Mocha

Small \$2.25

Medium \$2.75

Latte

Small \$2.25

Medium \$2.75

Hot chocolate

Small \$2.00

Medium \$2.50

Espresso

EXHIBIT C

5-19-a-26

EXHIBIT D

RULES AND REGULATIONS

1. SIGNS AND ADVERTISEMENTS

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

2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS

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

3. FREE MOVEMENT

The sidewalks, halls, passages, exits, entrances, driveways, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the premises. Notwithstanding Tenant may place tables and chairs on the premises as long as ingress and egress is not obstructed and is in compliance with any and all laws protecting the disabled.

4. LOCKS

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

5. USE OF RESTROOMS

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

6. CARE OF PREMISES

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

7. FURNITURE; EQUIPMENT; SAFES

No furniture, or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

5-19.927

8. OBJECTION USE; PETS

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

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

9. HAZARDOUS FLUIDS, HVAC

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

10. ELECTRICAL WORK; LOCATION OF EQUIPMENT

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

11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD

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

12. RIGHT TO EXCLUDE OR EXPEL

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

13. INSTALLATION OF MACHINES

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

14. RIGHT TO CHANGE NAME AND STREET ADDRESS

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

15. QUIET ENJOYMENT

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

5-19-a28

16. USE OF BUILDING NAME

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

17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD

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

18. DOOR SECURITY

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

19. DISTRICT BUSINESS; CARE OF PATRONS

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

20. VEHICLE RESTRICTION

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

21. PICK UP AND DELIVERIES

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's premises shall be before 7:00 a.m. and after 5:30 p.m. Pick up and deliveries of any type in Metro Center bus lanes or driveways are strictly forbidden. Tenant is responsible to inform all of Tenant vendors and distributors of these restrictions.

22. NO SMOKING

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

23. BIKE USE AND ABANDONMENT

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

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

24. LOITERING

No loitering.

5-19.a 29

25. SKATEBOARDING

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

INITIALS

Landlord: _____

Date: _____

Tenant: _____

Date: _____

5-19-a30

EXHIBIT E

INVENTORY OF TRADE FIXTURES AND PERSONAL PROPERTY

Tenant's trade fixtures and personal property:

INITIALS

Landlord: _____ Date: _____

Tenant: _____ Date: _____

5-19-23

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
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

Brenda J. Blevins, Sr. Accounting Technician
Christine M. Jones, Transit Supervisor

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



DATE: September 22, 2006
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: CONSIDERATION OF MODIFICATIONS TO THE PARATRANSIT PLAN (METRO PARACRUZ CUSTOMER GUIDE)

I. RECOMMENDED ACTION

Staff recommends that the Board approve proposed modifications to the ADA paratransit plan as presented in the METRO ParaCruz Customer Guide.

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door next day transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- The METRO ParaCruz Customer Guide provides the community with detailed information defining how METRO provides ADA paratransit service. The Customer Guide also serves as METRO's paratransit plan.
- The Customer Guide was adopted in 2002 as part of a major revision to METRO's approach to ADA paratransit service, including adopting the name METRO ParaCruz. The guide was developed by paratransit users with the assistance of a consultant, and served as the basis from which METRO ParaCruz policies and procedures were developed. At the time, METRO had no experience directly operating ADA paratransit service.
- In November 2004, at the transition to direct operation, the Customer Guide was updated to reflect the change in telephone number and to identify who would be operating the service, but substantive changes were not made.
- Modifications to the original content are intended to provide customers and the community with a more clear understanding of the service provided by METRO ParaCruz.
- A draft of the Customer Guide was presented to the Board of Directors for review in June 2006. It has been presented to MAC and the RTC's E&D TAC committee.
- Staff has reviewed all comments received to date and adjusted content based on feedback received.





III. DISCUSSION

METRO ParaCruz is the federally mandated ADA complementary paratransit component 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.

Federal regulations set minimum standards for ADA paratransit service in a number of key areas including:

- Length of time to determine eligibility and begin providing service
- Service area
- Days and hours of service
- Fares
- Ride times
- Response time
- Capacity constraints

METRO ParaCruz meets or exceeds the minimum standards in all of these areas.

In addition to describing these service components, the Customer Guide provides information on all other aspects of how the customer interacts with the service: how to apply for eligibility, when and how to reserve rides, and what to expect when the driver arrives.

The METRO ParaCruz Customer Guide was introduced in 2002 as a part of a major revision of METRO's approach to ADA paratransit service delivery. With the assistance of a consultant, a group of paratransit users crafted the original Customer Guide. ParaCruz policies and procedures were then developed to support the Customer Guide. At the time, METRO had no experience directly operating ADA paratransit service.

When METRO began directly operating ParaCruz, in November 2004, the Customer Guide was modified to reflect the change in who was operating the service and the change in telephone number. No substantive change was made to content at the time.

Directly operating the service provides for more interaction with customers and has given staff the opportunity to identify areas within the Customer Guide where more information and clarification may be beneficial.

Included in the proposed modifications are changes to the No Show policy, based on percentage of rides rather than a specific number. Other proposed modifications include more information on eligibility renewal, an increased mention of the connection between fixed route and paratransit, some language added clarifying what a driver will and will not do (for example, that the driver will not lift a passenger in a wheeled mobility device up or down steps), placing a limit on the hours of availability of "will call returns", some clarification of the service provided to a





personal care attendant (PCA), expectations of behavior of service animals while on board, and added language regarding customer conduct or courtesy.

A copy of the Customer Guide including proposed modifications is attached to this report.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- A. Proposed Customer Guide, including recent modifications
- B. Compiled list of suggested changes
- C. Side-by-side comparison, current and proposed language
- D. Supplementary information, ParaCruz reservations by days in advance



METRO ParaCruz Customer Guide

Important Information for Users of
Santa Cruz Metropolitan Transit District's
Americans with Disabilities Act
(ADA) Complementary Paratransit Service

Summer 2006

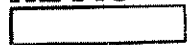


METRO ParaCruz Customer Guide

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METRO ParaCruz Contact Numbers

METRO ParaCruz	425-4664 (voice)
	California Relay Service 1-800-735-2929 (TTY)
	464-5400 (FAX)
Paratransit Users Advocate	
Central Coast Center for Independent Living.....	462-8720 (voice)
	462-8729 (TTY)
METRO Accessible Services Coordinator	
(Mobility Training).....	423-3868 (voice)
	California Relay Service 1-800-735-2929 (TTY) 425-8993 (TTY)
METRO Ticket and Pass Program Specialist	
(Pre-paid ParaCruz tickets).....	425-3822(voice)
	California Relay Service 1-800-735-2929 (TTY) 425-8993 (TTY)
METRO Fixed Route Customer Service.....	425-8600 (voice)
	California Relay Service 1-800-735-2929 (TTY) 425-8993 (TTY)

Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides mass public transit within Santa Cruz County. METRO operates a fleet of safe, clean, modern and accessible buses connecting people with educational, business, medical, shopping and social destinations. Most people are able to use these buses for some or all of their transportation. Modern accessibility features, including low floor designs, ramps and the "talking bus" make METRO's buses easier to use than ever before. You do not have to climb steps to board METRO's newer local buses. The floor of the bus is close to the curb. The driver can lower a ramp to make it easy to board with a walker or wheelchair. The "talking bus" helps you find your way by announcing almost every bus stop along the way. People with physical, cognitive and psychiatric disabilities that prevent them from using the fixed route system some or all of the time may qualify for ADA complementary paratransit service (METRO ParaCruz).

Fixed Route Bus Service

All METRO buses have lifts or ramps to better serve riders who use wheelchairs or scooters, or have difficulty getting up and down the bus steps. All major stops, intersections, and connecting points are announced to help riders recognize their bus stop or points of transfer. A limited number of seats near the front of the bus are designated as priority seating for seniors and people with disabilities. Every bus is equipped with specialized equipment to securely transport customers using wheeled mobility devices. Drivers are trained to assist with securing wheeled mobility devices.

Many paratransit customers find that our fixed route buses provide greater flexibility and independence. For route and schedule information and any questions about using the METRO bus service, call METRO Customer Service at **425-8600** Monday through Friday from 8:00 AM to 4:00 PM.

METRO offers free training for people who want to learn to use the bus. For more information or to schedule training to use the bus, call the Accessible Services Coordinator at **423-3868**.

METRO ParaCruz Service

METRO ParaCruz operates to insure that people who have a physical, cognitive, or psychiatric disability that **prevents** them from making some or all of their trips on fixed route buses have a comparable level of access to mass public transportation comparable to the rest of the community, as required by the Americans with Disability Act of 1990 (ADA).

This shared ride service is provided with ramp-equipped minivans and lift-equipped small buses. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. Rides must be reserved at least one day in advance.

How to Apply for METRO ParaCruz Service

METRO ParaCruz service is limited to people who have been certified as meeting the strict eligibility criteria described in the ADA. The eligibility assessment includes an in-person transit evaluation in order to determine a person's functional ability to use fixed route bus service. ~~Eligibility is not based on where you live, although service is only available within ¼ of a mile of an operating bus route. You can be found eligible even if you live more than ¾ miles away from a bus route; ParaCruz will pick you up and drop you off within ¾ mile of an operating bus route. You will have to make other arrangements to travel beyond ¾ mile of an operating bus route. (see Service Area and Service Hours, below on page 4)~~ If, as a result of a disability, you cannot ever use the fixed route buses under any conditions, you will be determined eligible and "unrestricted." If you can use fixed route buses for some trips, you may be determined eligible but "restricted" from those trips that you could make by bus. ~~Restrictions-~~ Restricted eligibility may be based on how your disability is impacted by environmental conditions, such as extreme weather conditions or may be location specific, such as a destination at the top of a steep hill.

To apply, call the METRO ParaCruz Eligibility Coordinator at 425-4664 and schedule an appointment for a transit evaluation. Transit evaluations normally take about 30 minutes. If you need transportation to and from the evaluation, it will be provided at no charge to you. The person who interviews you will discuss your travel abilities and needs. You may also ask any questions you have about the service.

Your eligibility determination will be postmarked within 7 days of the transit evaluation. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, METRO ParaCruz service will be provided until a final decision is made. **If you do not agree with the decision that is made, you may appeal the decision to an independent appeals panel.**

METRO ParaCruz eligibility is good for a maximum of three years. Between 60 and 90 days prior to the customer's eligibility expiration date, a one-page form will be sent to the most current address on file with METRO ParaCruz. The customer is asked to verify that their condition still prevents them from using the fixed route bus and to verify their contact information and mobility device(s). Customers who indicate that they have had a change in their mobility or mobility device may be asked to attend another transit evaluation.

Immediate Needs

METRO recognizes that due to unforeseeable circumstances there may be times when a new customer may need transportation before they are able to complete the eligibility process. In these cases, the METRO ParaCruz Eligibility Coordinator may be able to arrange temporary eligibility for up to fourteen days while the customer goes through the eligibility determination process.

Temporary Disabilities

Temporary eligibility is provided to customers who have a limited term condition that prevents them from using the METRO bus system. Limited term eligibility may be provided for the expected duration of the disability. Should the disability continue longer than expected, the customer may request an extension of eligibility.

Appealing an Eligibility Determination

Applicants who believe an eligibility determination was made in error may appeal the decision. The applicant may initiate an appeal in writing (forms are included with eligibility denials) within 60 days of the determination. Address the appeal to:

METRO ParaCruz Eligibility Coordinator
2880 Research Park Dr, Suite 160
Soquel, CA 95073

Prior to your hearing, please provide additional information to assist the panel in making a determination:

- The reason you believe the determination was incorrect
- Any information you would like the appeals panel to consider supporting your request

An appeal hearing will be scheduled within 30 days of receipt of the appeal request.

Service for Visitors

Visitors to Santa Cruz County who have been determined eligible for ADA complementary paratransit services by a transit agency in another part of the country can use METRO ParaCruz for up to 21 days within a 365-day period. Visitors will be required to provide eligibility information from the transit system in their hometown. Visitors who do not have this kind of eligibility because they live in areas without public transit service will be asked for documentation of their disability and verification of their place of residence.

Visitors seeking to ride more than 21 days within a 365-day period, will need to participate

in the METRO ParaCruz ~~eligibility transit evaluation~~ process to continue to ride. (See: **How to Apply for METRO ParaCruz Service** on page 2).

METRO ParaCruz Service Area and Service Hours

METRO ParaCruz service mirrors the fixed route bus service. ~~It operates in the same~~ Like the bus. METRO ParaCruz is a *shared ride* service. The driver may pick up and drop off other passengers while you are on board. This is NOT a “time call” single occupancy taxi service. ~~general area and times as the fixed route bus service.~~ It operates in the same geographical area, on the same days, and at the same times of day as the fixed route bus service. If a person without a disability would be able to use the bus to get to your destination at the same time, ParaCruz ~~should be able to take you there~~ service is available. METRO ParaCruz rides must begin and end within ¼ mile of a bus line (other than HWY17 commuter service). METRO ParaCruz service is available the same days and times as bus service operates in that area. See METRO’s HEADWAYS for the most current information regarding when and where specific routes operate. The information is also available on the World Wide Web at <http://www.scmtd.com/routes.html>.

Neither METRO ParaCruz nor METRO’s regular bus service does not operate on:

New Years Day,
Thanksgiving
Christmas Day

Fares

The one-way fare for METRO ParaCruz service is currently \$3.00 (twice the ~~regular adult~~ fixed-route cash bus fare). Fares are set by the METRO Board of Directors and may be subject to change.

Fare must be paid each time, before you board the vehicle. Customers who do not have pay the fare will not be transported. and Fares can be paid as:

- **Cash.** Exact fare only (no pennies, please). **Drivers cannot make change.**
- **Pre-paid METRO ParaCruz Tickets.**

Tickets may be purchased at the METRO Center Information Booth or by mail.

METRO ParaCruz Tickets
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060

Please call 425-3822 for ticket information.

Have your exact fare ready for the driver when you board the vehicle. ~~Customers who do not have the fare will not be transported.~~ Drivers are **not permitted** to go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.

Note: Drivers are *not permitted* to accept tips. If you would like to ~~commend~~ express your appreciation for the service that was provided a driver please call 425-4664.

Reserving Rides on METRO ParaCruz

When to Reserve a Ride

You can reserve your METRO ParaCruz ride up to ~~fourteen~~ three days in advance of your trip. Reservation telephones are open seven days a week (~~except holidays~~) from 8:00 AM until 5:00 PM (except holidays). If you **must** call on a holiday to request a ride for the **next day**, you may leave a message with your ride request and the scheduler will call you back that evening between 5:00 PM and 9:00 PM to confirm your ride.

SCHEDULING TIPS

- When you call to schedule trips, please have a pen and paper handy so you can write down when you will need to be ready for the METRO ParaCruz vehicle.
- Have all of the information for each trip available when you call. This will help the reservationist serve you efficiently. If you are not certain of exactly when you will need your return pick up, give yourself some extra time.
- If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00, you may want to tell the reservationist you would like to arrive no later than 8:45.
- If you are going to a medical appointment, let the person who is making your appointment know you will be traveling with METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time.
- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservationist for a pick-up no earlier than 5:15 PM.

Please **DO NOT** reserve trips you are not sure you will actually take. Tentative reservations and cancellations cause scheduling and service difficulties. Changes and cancellations hurt

everyone, by making ParaCruz service more expensive to provide.

How to Reserve a Ride

To request a ride, call **425-4664** (TTY: connect through the California Relay Service **1-800-735-2929**) one or two days in advance of your trip. **During the busiest reservation times of the day you may reach a busy signal or be placed on hold until a reservation agent/reservationist can assist you. Hold times can be 2-3 minutes or longer.**

Please **DO NOT** reserve trips you are not sure you will actually take. Changes and cancellations hurt everyone, by making ParaCruz service more expensive to provide.

The ~~reservation agent~~reservationist will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. The date and day of the week you need to ride.
3. The street address where you need to be picked up.
4. The street address or a known landmark where you are going and the telephone number (if you have it) or your cell phone number if you travel with one. If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the entrance where you would like to be dropped off or picked up.
5. The time you would like to arrive (the appointment time, if applicable for example).
6. The time you will be ready to be picked up for a return trip (if applicable).
7. If you use a mobility aid such as a cane, walker, wheelchair or scooter. This will determine the type of seating that will be reserved for you. (See: **Wheelchairs and other Mobility Aids** on page 14 for information about the maximum sizes and weights our vehicles can accommodate.)
8. If a personal care attendant or companionguest(s) will be traveling with you, and whether or not your attendant or companionguest uses a mobility device.
9. If you will need a car seat for a child traveling with you. (No more than 3 children under 46 inches may travel per fare paying adult)
10. If a service animal will be riding with you.
11. If you will be using a collapsible wheeled cart for shopping.

Your "Ready Window"

After you have requested your trip(s), the ~~reservation agent~~reservationist will read your request back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. This 30-minute period of time is called your **Ready Window**. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservation

agent/reservationist will offer you one or more trip options. We will make every effort to offer you a drop-off time and return time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a *shared-ride* service.** The driver may pick up and drop off other passengers ~~after~~ while you are on board. To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride should arrive at your destination point no more than 45 minutes before your requested drop-off time and no later than your requested drop-off time.
- A return pick-up should arrive no later than 60 minutes after the time you have requested and no earlier than that time.
- ~~Most trips should take no more than 60 minutes from the pick-up until the drop-off. However, depending on traffic conditions and the distance you are traveling, your trip may be shorter or longer.~~
- The evening before you travel, ParaCruz staff may call to request that you adjust your "Ready Window" in order to coordinate your trip with other customers along the route to your destination. Every effort will be made to assure that you arrive on time for your appointment.

Will-Call Returns

~~Whenever possible, you should~~ Please schedule your return trip times whenever possible. If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will need to call METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. After a will call return is activated, you may have to wait up to an hour or longer for the vehicle to arrive. Will call returns are only available during normal business hours. Will call returns that are not activated by 7pm will be automatically canceled. Cannot be scheduled for a return or performed activated after 7pm. A will call return that is not activated or cancelled before 7pm will be considered a "no show". As time allows between the hours of 5pm and 7pm, ParaCruz staff will attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

Scheduling Multiple Trips

You may request up to ~~four (4)~~ three (3) round-trips per telephone call. If you have more than ~~four~~ three trips you need to schedule, ~~you will need to please~~ call again to schedule these additional trips. If you are requesting trips with multiple stops, you may not reserve in excess of ~~eight (8)~~ six (6) total "legs" during one call. This limit on scheduling has been set to minimize the telephone hold times for all customers. Scheduling each trip can take 3 minutes or longer. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

Subscription Service

In addition to “one time” or “casual” rides, METRO ParaCruz also offers Subscription Service. Federal regulations limit the availability of this type of service. If you need a ride to the *same place*, at the *same time*, at least once a week (going to work, attending a class or church, for example), “Subscription Service” may be a good option for you. This allows you to schedule these recurring trips with one call. You will then be automatically placed on the schedule each week with the same ready window, same pick up and destination. Customers desiring greater flexibility in their travel plans may prefer to reserve rides individually. Ask the ~~reservation agent~~reservationist about this option.

If you are receiving Subscription Service, it is important to *let us know in advance if you don't need a ride on a particular day*. This way, we can make the change on our schedules. For example, if you have Subscription Service for a trip to school each weekday, you need to keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips. If you don't cancel you will be charged with a “no show”.

It is important to let us know when your schedule changes. Excessive no shows, cancellations of or changes to subscription rides may result in removal from the subscription list.

You may put your subscription trip on “hold” for up to 30 days. When you are ready to have your subscription start up again, call METRO ParaCruz one week in advance to reinstate the service. If you need to put your trips on hold for a period longer than 30 days, your subscription will be canceled and you will need to request a new subscription trip when it is again needed.

Only a limited number of subscription service slots are available. If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

How to Change a Scheduled Ride

If plans change and you need to adjust your ride times, destination, seating type or other aspects of your trip, call METRO ParaCruz *before 5PM* the day prior. Remember, ~~reservation agent~~reservationists are available every day (except holidays) from 8:00 AM until 5:00 PM. If you call on a holiday to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the ~~reservation agent~~reservationist you would like to change a ride that has already been scheduled. The ~~reservation agent~~reservationist will ask you:

1. Your first and last name.
2. The date, day of the week and time of the trip you are calling to change.
3. The new times that you would like to schedule, or changes you would like to make.

The ~~reservation agent~~ reservationist will always try to accommodate your needs. Changes to your original ride request may result in adjustment to your ready window and ride time, subject to schedule availability. The ~~reservation agent~~ reservationist will read back your new ready window and travel details.

METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations or your seating type on the day of your ride (for example; you reserve a ride planning to use a wheelchair, but sometimes travel without it. ParaCruz would expect you to travel in your wheelchair unless you changed the reservation before 5:00PM. the day before you travel. Other passengers may be scheduled to ride in all available seats).

If Your Appointment is Running Late

Everyone has occasional circumstances beyond their control that can cause delays at a scheduled appointment. If your appointment is running later than you expected and you will not be ready for your scheduled return trip (or if you have missed your return ride), call METRO ParaCruz as soon as possible.

You will be asked for:

Your name

The time of your scheduled return trip pick-up

The new time that you expect to be available for return.

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.**

How to Cancel a Scheduled Ride

Please call and cancel the ride as soon as you know you will not be traveling to avoid being considered a no-show. No-shows can lead to a suspension of service. (see **No-shows** on page 109)

Call METRO ParaCruz at 425-4664 between 6:00 AM and 10:30 PM.

If you need to cancel a trip on the day of your ride, please call at least one hour before the beginning of your Ready Window. It is important to notify METRO ParaCruz in time so that the driver does not make an unnecessary trip, and so you are not considered a no-show.

No-Shows

No-shows cause excess delays, inconvenience other riders, waste resources and increase operating costs. Generally, a "No-Show" costs METRO ParaCruz as much as if the customer had taken the trip. To emphasize the importance of avoiding "No-shows", METRO ParaCruz has ~~instituted this~~ adopted the following "No-Show" Policy. Through ~~the adoption of this policy~~, a customer can have his/her service suspended for establishing a "pattern or practice" of missing scheduled trips which result in assessed "no-shows".

A "No-Show" is defined as follows:

- a) After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window
- b) The ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; or
- c) The vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

If a customer "No-Shows" for the first leg of a trip, any subsequent leg or return trip will not be canceled automatically and may result in an additional "No-Show" assessment if not canceled as required by this policy.

If you miss a scheduled ride for any reason, be sure to call METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.

If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz and tell them that you would still like a return ride.

If it is determined by METRO ParaCruz that the "No-Show" was assessed appropriately the customer shall be notified and shall be advised of the No-Show Policy and the consequences of excessive "No-Shows".

When a customer has "No-Showed" 15% of his/her rides, including all assessed "No-Shows" within a rolling 90-day period and the actual number of "No-Shows" exceeds 3 during the period, he or she shall be notified of the intention to suspend paratransit service to him/her for a fourteen (14) day period.

If you exceed 15% No Shows within 90 days, your service may be suspended for fourteen (14) days.

Examples:

You take 15 rides and no show 3 times: 18 total, 16.67% no shows

You take 50 rides and no show 9 times: 59 total, 15.25% no shows

You take 70 rides and no show 13 times: 83 total, 15.66% no shows

~~The customer~~ **You has have the right to appeal this determination before any suspension would be imposed and may do so by providing either a written or oral request for an appeal hearing to:**

**METRO ParaCruz
2880 Research Park Drive, Suite 160
Soquel, CA 95073
Or telephone at (831) 425-4664.**

The request for an appeal hearing must be made within 10 days from the postmark date on the notification of intended Letter of Intent To Suspend Service suspension ~~was sent to the customer.~~

If the customer does not appeal the suspension, the suspension shall be scheduled and the customer shall be notified of the dates of the suspension. The customer will be given 10 days notice of the suspension dates. All METRO ParaCruz schedulers shall be notified of the suspension.

~~If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz and tell them that you would still like a return ride.~~

If a customer takes twenty-four (24) rides or more within a twelve (12) month period without being assessed a "No-Show", he/she shall be allowed one round-trip ride free of charge.

What to Expect When the Vehicle Arrives

The METRO ParaCruz driver will arrive in a bus, van or minivan (sometimes a taxi sedan may be substituted for ambulatory customers). The driver will pull the vehicle up to the curb in front of the pick-up address you provided. ***The vehicle may arrive any time within your Ready Window.*** Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. If possible, wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known. The driver will wait up to five (5) minutes before departing.

Door-to-door service

Door-to-door service means that the driver will escort you from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, nor to escort you beyond

the street level entrance at your destination. If you travel with a personal care attendant (PCA), the driver ~~is not expected to~~ will not provide assistance to the attendant beyond boarding and deboarding.

If you think it may be difficult for you to know when the METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to identify possible ways to alert you to when vehicle arrives.

What the Driver Will Do:

- Arrive at your pick up location and wait for up to five minutes.
- ~~If your pick up is from a nursing home or group facility, drivers will meet you at the front of the main lobby.~~
- Provide assistance from your front door to the vehicle. (If your pick up is from a skilled nursing or group facility, drivers will meet you at the front of the main lobby.)
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with the securement of wheelchairs and mobility aids.
- Assist with seat safety belts
- ~~Assist with the securement of wheelchairs and mobility aids.~~
- Provide limited assistance with packages up to 30 pounds total. Driver must be able to load and unload them in one trip and without delaying the vehicle.
- Provide the customer with assistance to the ~~door~~ street level entrance of your destination.

What the Driver Will Not Do:

- Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.
- Drivers will not go beyond the lobby of a skilled nursing or group facility to search for a customer in the patient's room or other locations.
- Drivers are not permitted to perform health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for an family member, personal care attendant or companion-guest if these types of services are needed.
- Drivers may not go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.
- Drivers do not provide assistance loading or unloading objects over 30 pounds. If you need assistance with objects over 30 pounds, please arrange for an personal care attendant or companion-guest to assist you. Your assistant or companion-guest must be able to load and unload them in one trip and without delaying the vehicle.
- Drivers are not allowed to lift passengers under any circumstances.
- Drivers are not permitted to take wheelchairs (over 30 pounds) up stairs or excessively steep ramps or driveways.

- Drivers do not accept tips. If you would like to ~~compliment~~ express your appreciation for the service that was provided by a driver or have a complaint, call METRO ParaCruz and ask to file a Customer Service Report.

To Check on Your Ride

If a ParaCruz vehicle has not arrived by the end of the Ready Window, you may call METRO ParaCruz and request an estimated arrival time. The dispatcher will contact the driver for you. If possible, stay in sight of the pick-up location, in case the vehicle arrives while you are calling. *Please do not call before the end of your ready window. Unnecessary phone calls create longer hold times for other callers and cause delays in important communication between dispatchers and drivers.*

Rider Tips

- Make sure that your address is clearly visible from the street, especially at night.
- If you are being picked up at a large building, make sure when you schedule your ride to tell the ~~reservation agent~~ reservationist at which entrance you will be waiting at.
- Carry needed medication with you in case your trip takes longer than expected.
- If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

Personal Care Attendants

Some people need a Personal Care Attendant (PCA) to assist with personal care or tasks. A PCAs ~~are~~ is not required to pay a fare when traveling with you. Your PCAs must get on and off the vehicle at the same places and times as you. The driver does not provide assistance to the attendant beyond boarding and ~~deboarding~~ getting off the vehicle.

For a PCA to ride free with you, your need for a PCA must be ~~documented~~ determined during the ~~eligibility process~~ transit evaluation. If your condition has changed since your eligibility certification and you now require an attendant, call the ParaCruz Eligibility Coordinator for more information.

You will need to tell the ~~reservation agent~~ reservationist when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

Guests/Companions

If you make a reservation for them, you are always entitled to bring one ~~guest/companion~~ with you. Reservations for additional ~~guests/companions~~ will be accommodated only if there is enough space on the vehicle.

A guest/companion is someone you want to bring along to share the trip, not someone you must bring to assist you with personal care or tasks. Guests/companions must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent/reservationist when you schedule trips that you will be traveling with one or more guests/companions. **Drivers cannot add riders who do not have a reservation.**

Children

~~All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare.~~

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a fare must be paid for the child and the adult attendant rides free.

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare. Not more than 3 children under 46 inches may ride free with one fare paying adult.

~~In addition,~~ The California Vehicle Code requires that children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. You are encouraged to use your own car seat if you have one. METRO ParaCruz has a limited number of child car seats available. Please let the reservationist agent know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child car seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please plan to bring someone else along to help you.

Wheelchairs and Other Wheeled Mobility Devices

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. Wheelchairs and scooters will be secured upright/non-reclining, facing forward. All wheelchairs and scooters that are within the following limits (when occupied) will be transported:

- Not more than 30 inches wide
- Not more than 48 inches long
- Not more than 600 pounds (mobility device and passenger combined).

If your wheelchair or scooter exceeds these limits, we cannot guarantee that we will be able to accommodate your mobility device. Please keep this in mind when replacing or purchasing wheelchairs and scooters. If you are not sure whether or not your device is oversized, please contact METRO ParaCruz. We will arrange for you to a member of our staff to assess your mobility device.

Respirators and Portable Oxygen Equipment

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

Service Animals

Service Animals are welcome on METRO ParaCruz vehicles. Service animals include guide dogs, signal dogs, and other animals specially trained to work or perform specific tasks for persons with disabilities. Service Animals must be under the full control of the owner at all times. Service Animals must not misbehave, (e.g., soiling the vehicle, growling, harassing or licking other customers). Service Animals shall not occupy vehicles seats. They and must are to ride on the floor in either a sit or “down” position.

Be sure to inform the reservationist when you are scheduling a ride if you will be traveling with a service animal.

Pets and Companion Animals

Pets and companion animals may ride on METRO ParaCruz only if they are properly caged in an approved standard pet carrier specifically designed for that purpose and under the full control of their owner. Drivers are not permitted to carry eages carriers (including the animal) heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a caged pet, please arrange to travel with someone who can help you.

Safety Belts

For your safety and security, the California Vehicle Code requires that all passengers you will be required to use passenger restraint equipment and remain seated while riding on ParaCruz vehicles.

Packages and Personal Items

You may bring grocery bags, luggage, or other packages or personal items with you on METRO ParaCruz. No item may be greater than five (5) feet in any dimension. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds, but must maintain sight of their vehicle. You may bring packages in excess of this limit (i.e., ~~that weigh no more than 50 pounds or are longer than 5 feet~~) onboard the vehicle, but you and/or your assistant or ~~companion~~ guest must be able to load and unload them in one trip and without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store shopping carts are not permitted on vehicles, but you may bring packages on-board in personal two-wheeled, collapsible carts. Please let the ~~reservation agent~~ reservationist know that you are bringing a cart.

Lost and Found Items

Lost and found items may be inquired for by calling METRO information at 425-8600 (TTY 1-800-735-2929). Drivers or information staff should not be asked to use vehicle radios to check on lost items except in extreme emergencies.

Found items should be available for pick up by 1:00PM the following day at Pacific Station (METRO Center) information booth.

Inclement Weather and Natural Disasters

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions or natural disasters which may jeopardize the safety of our passengers and employees. ~~On bad weather days~~ If service is suspended METRO ParaCruz will make every effort to contact scheduled riders to advise them ~~if of service is suspended~~ suspension.

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected. If you use a power wheelchair or scooter, please carry a plastic bag or other protector large enough to cover the electronic controls while boarding and getting off the vehicle.

Rider Courtesy

METRO has a short list of common-sense rules to ensure the safety and comfort of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- Please have your fare and ParaCruz ID ready when the vehicle arrives.
- Smoking is not permitted on or, ~~around~~ within forty (40) feet of, the vehicles.
- Please travel fragrance free.



- Please be sure that wheelchairs are clean, safe and in good working order.
- Exposed sores or open wounds are not permitted.
- No leaking or dripping bodily fluids
- No clothing soiled with bodily discharge
- No eating or drinking on-board (unless required for health reasons).
- No possession of illegal drugs or open containers of alcohol.
- No riding under the influence of alcohol or illegal drugs.
- No abusive, threatening, or obscene language or actions.
- No physical or verbal abuse of another rider or the driver.
- No petting guide dogs or other service animals without the permission of the owner.
- No playing of radios, cassette tape players, mp3 players, or compact disc players (without earphones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause injury to another rider, driver, or other METRO ParaCruz staff member, or who engage in other illegal or disruptive activities may be subject to immediate and permanent suspension of METRO ParaCruz service.

Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

Suggestions, Comments, Compliments and Complaints

Feedback about METRO ParaCruz service is encouraged.

If you have a comment or complaint about a particular trip or reservation experience, please call and ask to file a Customer Service Report.

Comments about service policies may be directed to the Paratransit Administrator by phone or in writing to:

**Paratransit Administrator
2880 Research Park Dr, Suite 160
Soquel, CA 95073**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- Your name, mailing address, and telephone number.
- The date, time, and location of the incident.
- The vehicle number, driver's name ID or both (if possible).



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- If concerning METRO ParaCruz office staff, the time of your conversation with them and the name or number of the employee.
- A detailed explanation of the incident or suggestion.

All Customer Service Reports will be investigated and you will be provided with the findings of your report within thirty (30) days.

Paratransit Users Advocate

The Paratransit Users Advocate is available to assist customers with addressing METRO ParaCruz service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may contact the Paratransit Users Advocate at:

Central Coast Center for Independent Living (CCCIL)

1395 41st Avenue, Suite B

Capitola, CA 95010

Email: CCCIL@cccil.org

Phone: 831-462-8720 (TTY 831-462-8729)



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Glossary of METRO ParaCruz Terms

ADA Complementary Paratransit (METRO ParaCruz): The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. METRO ParaCruz is the name given to the ADA Complementary Paratransit provided by the Santa Cruz Metropolitan Transit District (METRO). METRO ParaCruz service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

Appeals Process: The opportunity available to an METRO ParaCruz ~~rider~~ customer to dispute, before an independent panel, METRO decisions regarding his/her eligibility for service or suspension of service due to no-shows.

Cancellation: ~~Notification~~ A cancellation is notification from a ~~rider~~ customer to METRO ParaCruz that he/she will not be ~~needing a scheduled ride~~ previously reserved. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to the beginning of the Ready Window.

Driver Wait Time:

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the ~~rider~~ customer before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the ~~rider~~ customer for up to five minutes after that time before leaving to pick up the next ~~rider~~ customer. The customer will be charged with a “no show” if the customer is not ready to board by the end of the driver wait time.

METRO Accessible Services Coordinator: The staff person responsible for providing training and support for persons wanting to learn how to use METRO’s fixed-route transit system and its accessible features and services.

METRO ParaCruz Eligibility: Four categories of persons seeking transportation in the METRO service area are eligible for METRO ParaCruz service:

- Certified individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
- Certified individuals who, because of a disability, are unable to travel to or from a bus stop
- Visitors to the METRO service area who are eligible for ADA complementary paratransit service in another community
- Personal Care Attendants and ~~companions~~ guests of ADA-eligible individuals

METRO ParaCruz Eligibility Coordinator: The staff person responsible for overseeing the METRO ParaCruz eligibility determination process.

METRO Paratransit Administrator: The manager responsible for overseeing all aspects of the administration and delivery of METRO ParaCruz service.

Paratransit Users Advocate: The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between METRO ParaCruz service ~~riders~~ customers and METRO with regard to service issues.

No-show: After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window OR the ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; OR the vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

Ready Window: A 30-minute period of time surrounding a negotiated METRO ParaCruz pick-up time (10-minutes before and 20-minutes after), during which the vehicle will arrive at the pick-up location. Example: for a requested pick-up time of 9:00 AM, the Ready Window would be from 8:50 AM to 9:20 AM. The METRO ParaCruz ~~rider~~ customer needs to be ready to board and waiting for the vehicle throughout the Ready Window.

Seating Type: During the reservation process, you will be asked to confirm whether or not you will traveling with any mobility aids, such as cane, walker, wheelchair or scooter. Based on information you provide, the reservationist will reserve specific space within the METRO ParaCruz vehicle. (for example; you reserve a ride planning to use a wheelchair, but sometimes travel without it. ParaCruz would expect you to travel in your wheelchair unless you changed the reservation before 5:00PM, the day before you travel. Other passengers may be scheduled to ride in all available seats).

Subscription Service: A standing reservation for a trip to the same place at the same time, at least once a week.

TTY: Text Telephone. A text messaging communication device that operates through the telephone system, frequently used by persons with hearing or speech impairment as an alternative to the telephone. Text messaging functions similar to computerized instant messaging.

**Suggested changes to draft ParaCruz Customer Guide received by
9/15/06**

p. 1

- put "ParaCruz fare: \$3.00 / Bus fare: 75 cents, for people with disabilities" right on the title page, with a "Fares subject to change" footnote, of course

p. 4

- change "provides mass public transit" (awkward) to "provides public transit service"
- instead of giving technical names (not meaningful to customers, so won't change their behavior), describe fixed-route accessibility features; pictures and bullet points would be ideal
e.g. instead of "low floor designs", put "- You do not have to climb steps to board Metro's newest local buses. The floor of the bus is close to the curb."

p. 5

- change "Eligibility is not based on where you live, although service is only available within 3/4 of a mile of an operating bus route" (negative statement invites immediate criticism from advocates) to "You can be found eligible even if you live more than 3/4 miles away from a bus route; ParaCruz will pick you up and drop you off within 3/4 miles of an operating bus route (see Service Area and Service Hours, below)."

- change "'restricted' from trips that you could make by bus" (unclear) to "'restricted' from using ParaCruz for trips that you can make by bus"

p. 7

- change "operates in the same general area and times" (vague) to "operates in the same geographical area, on the same days, and at the same times of day"

- change "ParaCruz should be able to take you there" (informal) to "ParaCruz service is available"

- change www.scmttd.com/routes.html ("inside" Web address, could change someday) to www.scmttd.com

- delete "(twice the regular bus fare)" (not really relevant to customers, and also not quite true)

- mention that bus fare for people with disabilities is 75 cents

- consider selling prepaid ParaCruz tickets at the Watsonville Transit Center, at times when it is staffed by Customer Service (MAC suggestion)

- reference the ticket order form on Page __ of Headways, which should be

updated to include prepaid ParaCruz tickets (MAC suggestion)

p. 8

- change "Tentative reservations and cancellations cause scheduling and service difficulties" (not meaningful to customers, so won't change their behavior) to "Changes and cancellations hurt everyone, by making ParaCruz service more expensive to provide."

p. 9

- change "may pick up and drop off other passengers after you are on board" (awkward) to "...while you are on board"
- consider increasing the 60-minute travel time goal, if this would be an appropriate opportunity; many fixed-route trips (Santa Cruz to Watsonville, Bonny Doon to mid-county, Watsonville to Scotts Valley, etc.) take more than an hour; the 60-minute goal also precludes introduction of feeder paratransit service

p. 11

- clarify "seating type", as one customer has created a rather visible controversy over this; the concept should be keyed directly to the list of reservation information items on p. 8

p. 15

- change "your need for a PCA must be documented during the eligibility process" to "...determined..." or "...established..."

general

- make the point-of-view consistent: either all second-person ("you") or all third-person ("the customer"), and preferably second-person ("you") for simplicity
- change passive voice (20% of all sentences in the document) to active voice where possible
- review for readability; Flesch Reading Ease score = 50.7 and Flesch-Kincaid Grade Level = 10.7
- review for plain language; transit industry jargon should be eliminated e.g. change "fixed route bus" to "[the] bus" and "deboarding" to "getting off [the bus, the van, etc.]"

◀ METRO ParaCruz Service Area and Service Hours ▶

METRO ParaCruz service ~~mirrors~~ **complements** the fixed route bus service. It operates in the same general area and times as the fixed route bus service. If a person without a disability would be able to use the bus to get to your destination at the same time **of day**, ParaCruz should be able to take you there.

METRO ParaCruz rides must begin and end within $\frac{3}{4}$ mile of a bus line (other than HWY 17 commuter service). METRO ParaCruz service is available the same days and times as bus service operates in that area. See METRO's HEADWAYS for the most current information regarding when and where specific routes operate **and times of service**.

When to Reserve a Ride

You can reserve your METRO ParaCruz ride up to ~~fourteen~~ three days in advance of your trip. Reservation telephones are open seven days a week from 8:00 AM until 5:00 PM ~~except on the holidays listed above from 8:00 AM until 5:00 PM.~~

How to Reserve a Ride

To request a ride, call 425-4664 (TTY: connect through the California Relay Service 1-800-735-2929) at least one and up to ~~fourteen~~ three days in advance of your trip. **During the busiest reservation times of the day you may reach a busy signal or be placed on hold until a reservation agent can assist you. Hold times can be 2-3 minutes or longer.**

The reservation agent scheduler will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. The date and day of the week you need to ride.
3. The street address where you need to be picked up.
4. The street address or a known landmark where you are going and the telephone number (if you have it) or your cell telephone number if you have one. If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the entrance where you would like to be dropped off or picked up.
5. The time you would like to arrive (the appointment time, if applicable).
6. The time you will be ready to be picked up for a return trip (if applicable).
7. If you use a mobility aid such as a cane, walker, wheelchair or scooter.
(See: **Wheelchairs and other Wheeled Mobility Aids on page ___** for

- information about the maximum sizes and weights our vehicles can accommodate.)
8. If a personal care attendant or companion(s) guest will be traveling with you, and whether or not your attendant or companion guest uses a mobility device. (See Personal Care Attendants on page ____ and Guests on page ____)
 9. If you will need a car seat for a child traveling with you. (**See Children under 46 inches on page ____ limit of 3 children per fare paying adult**)
 10. If a service animal will be riding with you.
If you will be using a collapsible wheeled cart for shopping.

◀ Your “Ready Window” ▶

After you have requested scheduled your trip(s), the reservation agent scheduler will read your request back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. This 30-minute period of time is called your *Ready Window*. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservation agent scheduler will offer you one or more trip options. We will make every effort to offer you a drop-off time and return time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a *shared-ride* service.** The driver may pick up and drop off other passengers after you are on board.

To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride should arrive at your destination point no more than 45 minutes before your requested drop-off time and no later than your requested drop-off time.
- A return pick-up should arrive within your return ready window but may arrive no later than 60 minutes after the time you have requested and no earlier than ~~that time~~ than the beginning of your ready window.
- Most trips should take no more than 60 minutes from the pick-up until the drop-off. However, depending on traffic conditions and the distance you are traveling, your trip may be shorter or longer.

The evening before your scheduled ride, Para Cruz vehicle scheduling personnel may call to request that you negotiate an alternate “Ready Window” in order to better service your ride on a shared vehicle with other customers coming and going along the route to your drop off location. Every effort will be made to assure that you arrive on time for the appointment.

METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations or your seating type on the day of your ride.

[add definition of seating type]

SCHEDULING TIPS

- When you call to schedule trips, ~~you may want to~~ please have a pen and paper handy so you can write down when you will need to be ready for the METRO ParaCruz vehicle.
- Have all of the information for each trip available when you call. This will help the reservation agent scheduler to serve you efficiently. If you are not certain of exactly when you will need your return pick up, give yourself some extra time.
- If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent scheduler you would like to arrive no later than 8:45 AM. The reservation agent scheduler is trained to assist you with scheduling your ride for your appointment times and also allow for travel time..
- If you are going to a medical appointment, let the person who is making your appointment know you will be traveling with METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time. (S.P. note: In practicality this doesn't work. The only thing they can tell you is how long the appointment is scheduled for e. g. 15 minutes. Better information would be when the customer arrives at the appointment, let the destination the receptionist know what time the return ride is scheduled for and hopefully alert the office of your time limitations.)
- ~~If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent you would like to arrive no later than 8:45 AM. The reservation agent is trained to assist you with scheduling your ride for your appointment times.~~
- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservation agent scheduler for a pick-up no earlier than 5:15 PM.

◀ Will-Call Returns ▶

~~Whenever possible, you should~~ Please schedule your return trip times whenever possible. **If you are taking a trip for an appointment such as a doctor's appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will need to call METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. ~~You may have to~~ After a will call return is activated, the wait may be up to an hour or longer for the vehicle to arrive. Will call**



returns are only available during normal business hours. Will call returns that are not activated by 7pm will be automatically canceled. CAN NOT be scheduled for a return or performed after 7 PM. All returns after 7 PM require a definite scheduled time return coinciding with the $\frac{3}{4}$ mile limit and same hours of operation of a fixed route bus serving the return addresses. A will call return scheduled for a ride that is not activated or cancelled before 7 PM will be accessed as a "No Show". As time allows between the hours of 5 and 7 PM, Para Cruz staff will make an attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

◀ Scheduling Multiple Trips ▶

You may request up to ~~four (4)~~ three (3) round-trips per telephone call. If you have more than ~~four~~ three trips you need to schedule, you will need please to call again to schedule these additional trips. If you are requesting trips with multiple stops, you may not reserve in excess of ~~eight (8)~~ six (6) total "legs" during one call. This limit on scheduling has been set to minimize the telephone hold times for all customers. Scheduling each trip can take 3 minutes or longer. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

Only a limited number of subscription service slots are available. If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

◀ How to Change a Scheduled Ride ▶

If plans change and you need to adjust your ride times, destination, seating type or other aspects of your trip, call METRO ParaCruz *before* 5PM the day prior. Remember, reservation agents schedulers are available every day (except specified holidays) from 8:00 AM until 5:00 PM. If you call on a those holidays to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the reservation agent scheduler you would like to change a ride that has already been scheduled. The reservation agent will ask you:

1. Your first and last name.
2. The date and time of the trip you are calling to change.
3. The new times that you would like to schedule, or changes you would like



7.66

to make.

The reservation agent scheduler will always try to accommodate your needs, but changes to your original ride request may result in adjustment to your ready window and ride time, subject to schedule availability. The reservation agent scheduler will read back your new ready window and travel details.

If Your Appointment is Running Late

Everyone has occasional circumstances beyond their control that can cause delays at a scheduled appointment. If your appointment is running later than you expected and you will not be ready for your scheduled return trip (or if you have missed your return ride), call METRO ParaCruz as soon as possible.

You will be asked for:

Your name

The time of your scheduled return trip pick-up

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip. [clarify. When you have a later pick up time for your return trip, convert to "will call"]**

◀ No-Shows ▶

No-shows cause excess delays, inconvenience to other riders, wasted resources and increase operating costs. ~~Generally, a "No Show" costs METRO ParaCruz as much as if the customer had taken the trip.~~ To emphasize the importance of avoiding "No-shows", METRO ParaCruz has ~~instituted this~~ adopted the following "No-Show" Policy. Through ~~the adoption of~~ this policy, a customer can have his/her service suspended for establishing a "pattern or practice" of missing scheduled trips which result in assessed "no-shows".

A "No-Show" is defined as follows:

- a) After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window
- b) The ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; or
- c) The vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

A will call return scheduled for a ride that is not cancelled before 7 PM. (Will call returns can not be performed after 7 PM.) As time allows between the hours of 5 and 7 PM, Para Cruz staff will make an attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

If a customer "No-Shows" for the first leg of a trip, any subsequent leg or return trip will not be canceled automatically and may result in additional "No-Show" assessments if not canceled as required by this policy.

If you miss a scheduled ride for any reason, be sure to call METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.

If it is determined by METRO ParaCruz that the "No-Show" was assessed appropriately, the customer shall be notified in writing and shall be advised of the No-Show Policy and the consequences of excessive "No-Shows".

When a customer has "No-Showed" 15% of his/her pickup and return rides, including all assessed "No-Shows" (for example 3 out of 20 trip legs) within a rolling 90-day period and the actual number of "No-Shows" exceeds 3 during the period, he or she shall be notified of the intention to suspend paratransit service to him/her for a fourteen (14) day period. [*Make a sentence for each one*]

The customer has the right to appeal this determination before any suspension would be imposed and may do so by providing either a written or oral request for an appeal hearing to:

METRO ParaCruz
2880 Research Park Drive, Suite 160
Soquel, CA 95073
Or telephone at (831) 425-4664.

The request for an appeal hearing must be made within 10 days from the date the notification of intended suspension was sent to the customer.

If the customer does not appeal the suspension, the suspension shall will be scheduled and the customer shall be notified in writing 10 days in advance of the dates of the suspension dates. ~~The customer will be given 10 days notice of the suspension dates. All METRO ParaCruz schedulers shall be notified of the suspension.~~ The dates of suspension will be entered to Metro ParaCruz computer scheduling software and further rides can not be scheduled until the suspension dates end.

◀ Door-to-door service ▶

Door-to-door service means that the driver will escort you from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, nor to escort you beyond the street level entrance at your destination. If you travel with a personal care attendant (PCA), the driver is ~~not expected~~ **will not** provide additional assistance to the attendant beyond boarding and de-boarding.

What the Driver Will Do:

- Arrive at your pick up location and wait for up to five minutes.
 - If your pick up is from a ~~nursing home~~ skilled nursing or group facility, drivers will meet you at the front of the main lobby. The driver is not permitted to go in search of a customer in the patients' room or other locations.
 - Provide assistance from your front door to the vehicle.
 - Provide assistance into and out of the vehicle.
 - Operate the wheelchair ramp or lift.
 - Assist with seat safety belts.
 - Assist with the securement of wheelchairs and mobility aids.
 - Provide limited assistance with packages up to 30 pounds total. Driver must be able to load and unload them in one trip and without delaying the vehicle. (See grocery carts page ___)
- Provide the customer with assistance to the street level door of your destination.
-

Page 14

~~Drivers are not allowed to lift passengers under any circumstances.~~
Drivers are not permitted to take wheelchairs (over 30 pounds) up stairs or excessively steep ramps [Added 8/21/06 that exceed the California State Title 24 Building Codes and the ADA requirement of 1:12 ramp slope [for every 1 inch in rise there is to be 12 feet in length] or driveways.

page 14

~~In addition:~~ Per California Department of Vehicle Code, children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. METRO ParaCruz has a limited number of child car seats available. Please let the reservation agent scheduler know if you need one when scheduling your trip. If you have your own car seat, you are.

◀ Wheelchairs and Other Wheeled Mobility Devices ▶

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. Wheelchairs and scooters will be secured upright/non-reclining, facing forward. All wheelchairs and scooters that are within the following limits (when occupied) will be transported:

◀ **Personal Care Attendants** ▶

Some people need a Personal Care Attendant (PCA) to assist with personal care or tasks. A PCAs are is not required to pay a fare when traveling with you. A PCAs must get on and off the vehicle at the same places and times as the ~~you~~ customer. The driver does not provide assistance to the attendant beyond boarding, and de-boarding and securing seat belts..

For a PCA to ride free with you, your need for a PCA must be documented during the transit evaluation eligibility process. If your condition has changed since your eligibility certification and you now require an attendant, call the ParaCruz Eligibility Coordinator for more information.

You will need to tell the reservation agent scheduler when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

◀ **Guests/Companions** ▶

If you make a reservation for them, you are always entitled to bring one guest/~~companion~~ with you. Reservations for additional guests/companions will be accommodated only if there is enough space on the vehicle

A ~~guest/companion~~ is someone you want to bring along to share the trip, not someone you must bring to assist you with personal care or tasks. Guests/companions must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent scheduler when you schedule trips that you will be traveling with one or more ~~guests/companions~~. **Drivers cannot add riders who do not have a reservation.**

◀ Children ▶

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare. (S.P. note: limit the number of children (3 per fixed route or 1 as per ParaCruz guest policy per ride and what if more than one needs a car seat?)

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a the fare ~~must be~~ is paid for the child and the adult attendant rides free.

~~In addition,~~ Per California Department of Vehicle Code, children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. METRO ParaCruz has a limited number of child car seats available. Please let the reservation ~~agent~~ scheduler know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child car seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please plan to bring someone else along to help you.

◀ Respirators and Portable Oxygen Equipment ▶

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. However, drivers are not permitted, ~~however,~~ to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

◀ Service Animals ▶

Service Animals are welcome on METRO ParaCruz vehicles. Service animals include guide dogs, signal dogs, and other animals specially trained to work or perform specific tasks for persons with disabilities. Service Animals must be under the full control of the owner at all times. Service Animals must not misbehave (e.g., soiling the vehicle, growling, harassing or licking other customers). Service Animals shall not occupy vehicles seats. ~~They and~~ must are to ride on the floor in

either a sit or “down” position.

Be sure to inform the reservationist when you are scheduling a ride if you will be traveling with a service animal.

◀ Pets and Companion Animals ▶

Pets and companion animals may ride on METRO ParaCruz only if they are properly caged in a approved standard pet carrier and under the full control of their owner. Drivers are not permitted to carry cages (including the animal) heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a caged pet, please arrange to travel with someone guest who can help you.

◀ Inclement Weather/National Disasters ▶

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions or natural disasters which may jeopardize the safety of our passengers and employees. If service is suspended ~~On bad weather days~~ METRO ParaCruz will make every effort to contact scheduled riders to advise them ~~if service is suspended~~ of service suspension.

If you are traveling during inclement weather, be sure to prepare for longer ride times.

Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected. Please carry a plastic bag large enough to cover and protector the electronic controller of the wheelchair or scooter tiller in case of rain when boarding or de-boarding the vehicle.

◀ Lost and found ▶

To inquire about lost or found items call _____ or
TTY _____. Business hours are from _____ daily.
Note: Drivers will not use Para Cruz vehicle radios to check on lost items, except in extreme emergencies. If lost items are located, arrangements can be made to pickup at _____

Steve,

Here are four suggestions , to follow up our phone conversation yesterday, for revisions to the Customer Guide, Summer 2006 Edition:



Pages 1 and 2, Metro Center phone number for TTY/ TDD.

1. Please consider replacing 425-8993 to show the number for the California Relay Service, 1-800-735-2929.

Why?

The Metro Center no longer has a separate TTY/TDD line. I looked for the equipment; the phone number for the California Relay Service is listed in Headways instead.

Pages 16, 17 and 18 , No Show Policy

2. Please consider reorganizing this section so that the paragraph that begins, "If a schedule delay, bad weather or breakdown causes the Metro ParaCruz service to be late" follows the paragraph that begins, "If you missed a scheduled ride for any reason..."

Why?

The topics of the two paragraphs are related. It may be useful to repeat their information in a Rider Tips box.

3. Please consider a Rider Tips box to recast the conditions of No Show suspension.

Why?

If there is an example - Rider X received a suspension notice because during May, June and July, Rider X had Y number of this happen out of Z number of trips - it may help the criteria sink in for the reader of the Guide.

Pages 27 and 28, section on Suggestions, Comments, Compliments and Complaints.

4. Please consider changing "you will be provided with the findings of your report" to "you will be provided with the findings of your report in writing".

Why?

Putting follow up information in writing keeps past practice. Written notification also gives us control over report follow up. We show the customer that his or her report was received, investigated and describe its outcome.

Meeting Our Customers' Travel Needs

As required by the Americans with Disability Act (ADA) of 1990 Title II – Transportation, public transit fixed route buses are to be fully accessible and used as the primary means for people with disabilities to travel in the community for employment, educational, business, medical, shopping and social destinations and other daily living activities. This also includes bus stops where practicable and not limited by rural area, terrain or other factors.

People with physical, cognitive and psychiatric disabilities that **prevent** them from



7.613



using the fixed route system some or all of the time may qualify for ADA complementary paratransit service (METRO ParaCruz). The ADA and the Federal Transit Administration (FTA) also gives specific eligibility criteria and delivery of service guidelines.



7.614

METRO ParaCruz Customer Guide

Important Information for Users of
Santa Cruz Metropolitan Transit District's
Americans with Disabilities Act
(ADA) Complementary Paratransit Service

7.21

November 2004

METRO ParaCruz Customer Guide

Important Information for Users of
Santa Cruz Metropolitan Transit District's
Americans with Disabilities Act
(ADA) Complementary Paratransit Service

Draft Summer 2006

Attachment C

METRO ParaCruz Contact Numbers

TTY is an abbreviation for "text telephone."

METRO ParaCruz.....	425-4664 (voice)
California Relay Service 1-800-735-2929 (TTY)	
	464-5400 (FAX)
Paratransit Users Advocate	
Central Coast Center for Independent Living...	462-8720 (voice)
	462-8729 (TTY)
METRO Accessible Services Coordinator	
(Mobility Training).....	423-3868 (voice)
	425-8993 (TTY)
METRO Ticket and Pass Program Specialist	
(Pre-paid ParaCruz tickets)	423-3822(voice)
	425-8993 (TTY)
METRO Fixed Route Customer Service.....	425-8600(voice)
	425-8993 (TTY)

Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides public transportation service throughout most of Santa Cruz County. This service includes fixed bus routes and ADA complementary paratransit service (METRO ParaCruz) for people with physical, cognitive and psychiatric disabilities. All METRO bus routes are accessible to people with disabilities who need lifts or ramps to board buses, or who need audible stop information. Through this network of services, METRO's goal is to provide maximum transportation access to our customers.

7.02

METRO ParaCruz Contact Numbers

METRO ParaCruz.....	425-4664 (voice)
California Relay Service 1-800-735-2929 (TTY)	
	464-5400 (FAX)
Paratransit Users Advocate	
Central Coast Center for Independent Living...	462-8720 (voice)
	462-8729 (TTY)
METRO Accessible Services Coordinator	
(Mobility Training).....	423-3868 (voice)
	425-8993 (TTY)
METRO Ticket and Pass Program Specialist	
(Pre-paid ParaCruz tickets)	423-3822(voice)
	425-8993 (TTY)
METRO Fixed Route Customer Service.....	425-8600(voice)
	425-8993 (TTY)

Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides mass public transit within Santa Cruz County. METRO operates a fleet of safe, clean, modern and accessible buses connecting people with educational, business, medical, shopping and social destinations. Most people are able to use these buses for some or all of their transportation. Modern accessibility features make METRO's buses easier to use than ever before. You do not have to climb steps to board METRO's newer local buses. The floor of the bus is close to the curb. The driver can lower a ramp to make it easy to board with a walker or wheelchair. The "talking bus" helps you find your way by announcing almost every bus stop along the way. People with physical, cognitive and psychiatric disabilities that prevent them from using the fixed route system some or all of the time may qualify for ADA complementary paratransit service (METRO ParaCruz).

Fixed Route Bus Service

METRO is committed to providing transportation services that can be used by all of our customers. All "fixed route buses" (larger buses that operate on set routes) have lifts or ramps to better serve riders who use wheelchairs or have difficulty getting up and down the bus steps. Drivers announce major stops, intersections, and connecting points to help riders recognize their bus stop or points of transfer. A limited number of seats near the entrance are designated as priority seating for seniors and people with all disabilities. For riders who use wheelchairs, there are reserved spaces with securement straps to provide a safe and secure ride. Drivers are trained to assist with this securement.

METRO encourages its paratransit customers to take advantage of the flexibility and independence that our fixed route bus service provides. For route and schedule information and any questions about using the METRO bus service, call METRO Customer Service at 425-8600 (TTY 425-8993) Monday through Friday from 8:00 AM to 4:00 PM.

METRO offers free transit training for people learning to ride the bus. Training includes how to use the METRO system, how to obtain an ID Card, purchase tickets and passes, read the HEADWAYS Schedule book, and handle unexpected situations. For more information call METRO Customer Service at 425-8600 (TTY 425-8993). To schedule transit training, call the Accessible Services Coordinator at 423-3868 (TTY 425-8993).

METRO ParaCruz Service

For riders who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses, METRO offers a shared-ride, door-to-door service. This service is called **METRO ParaCruz**. It is provided as part of our efforts to meet the requirements of the Americans with Disabilities Act

Fixed Route Bus Service

All METRO buses have lifts or ramps to better serve riders who use wheelchairs or scooters, or have difficulty getting up and down the bus steps. All major stops, intersections, and connecting points are announced to help riders recognize their bus stop or points of transfer. A limited number of seats near the front of the bus are designated as priority seating for seniors and people with disabilities. Every bus is equipped with specialized equipment to securely transport customers using wheeled mobility devices. Drivers are trained to assist with securing wheeled mobility devices.

Many paratransit customers find that our fixed route buses provide greater flexibility and independence. For route and schedule information and any questions about using the METRO bus service, call METRO Customer Service at 425-8600 Monday through Friday from 8:00 AM to 4:00 PM.

Training For Fixed Route Bus Service

METRO offers free training for people who want to learn to use the bus. For more information or to schedule training to use the bus, call the Accessible Services Coordinator at 423-3868.

METRO ParaCruz Service

METRO ParaCruz operates to insure that people who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses have a level of access to mass public transportation comparable to the rest of the community, as required by the Americans with Disability Act of 1990 (ADA).

7.03

of 1990 (ADA).

METRO ParaCruz service must be reserved at least one day in advance. The service is provided with ramp-equipped minivans and lift-equipped vans. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. The service can be used for any trip purpose.

This Customer Guide provides information about the METRO ParaCruz service:

- How to apply for service
- Where it operates
- The days and hours of service
- How to request a ride
- Fares
- Other important information

If you still have questions after reading this Customer Guide, you can call METRO ParaCruz at **425-4664**. Copies of this Customer Guide can also be requested in large print, audio CD, Spanish language, or on computer disk.

How to Apply for METRO ParaCruz Service

Individuals interested in using METRO ParaCruz service must first be determined eligible. The eligibility assessment considers each person's functional ability to use fixed route bus service. Eligibility is not based on where you live, although service is only available in the designated METRO ParaCruz service area. If, as a result of a disability or health condition, you cannot use the fixed route buses under any conditions, you will be determined eligible and "unrestricted." If you can use fixed route buses some of the time, but not at other times, you will be determined eligible but "restricted" from those trips that you could make by bus.

This shared ride service is provided with ramp-equipped minivans and lift-equipped small buses. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. Rides must be reserved at least one day in advance.

How to Apply for METRO ParaCruz Service

METRO ParaCruz service is limited to people who have been certified as meeting the strict eligibility criteria described in the ADA. The eligibility assessment includes an in-person transit evaluation in order to determine a person's functional ability to use fixed route bus service. You can be found eligible even if you live more than 3/4 miles away from a bus route; ParaCruz will pick you up and drop you off within 3/4 mile of an operating bus route. You will have to make other arrangements to travel beyond 3/4 mile of an operating bus route. (see Service Area and Service Hours, on page 4) If, as a result of a disability, you cannot ever use the fixed route buses under any conditions, you will be determined eligible and "unrestricted." If you can use fixed route buses for some trips, you may be determined eligible

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If you have questions about the eligibility process, please call the ParaCruz Eligibility Coordinator at 425-4664.

To apply, call the METRO ParaCruz Eligibility Coordinator at 425-4664 and schedule an appointment for an interview. Interviews normally take about 30 minutes. If you need transportation to and from the interview, just ask when you make your appointment and free transportation will be provided. The person who interviews you will complete your eligibility determination form with you and will discuss your travel abilities and needs in more detail. You may also ask any questions you have about the service.

You will be notified of your eligibility determination within 7 days after the interview. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, METRO ParaCruz service will be provided until a final decision is made. **If you do not agree with the decision that is made, you can appeal the decision to an independent appeals panel.**

Immediate Needs

METRO recognizes that due to unforeseen circumstances there may be times when customers need transportation to and from critical appointments before they are able to complete the eligibility process. In these cases, contact the METRO ParaCruz Eligibility Coordinator for consideration of limited immediate needs transportation on an individual basis.

but “restricted” from those trips that you could make by bus. Restricted eligibility may be based on how your disability is impacted by environmental conditions, such as extreme weather or may be location specific, such as a destination at the top of a steep hill.

To apply, call the METRO ParaCruz Eligibility Coordinator at 425-4664 and schedule an appointment for a transit evaluation. Transit evaluations normally take about 30 minutes. If you need transportation to and from the evaluation, it will be provided at no charge to you. The person who interviews you will discuss your travel abilities and needs. You may also ask any questions you have about the service.

Your eligibility determination will be postmarked within 7 days of the transit evaluation. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, METRO ParaCruz service will be provided until a final decision is made. **If you do not agree with the decision, you may appeal the decision to an independent appeals panel.**

METRO ParaCruz eligibility is good for a maximum of three years. Between 60 and 90 days prior to the customer’s eligibility expiration date, a one-page form will be sent to the most current address on file with METRO ParaCruz. The customer is asked to verify that their condition still prevents them from using the fixed route bus and to verify their contact information and mobility device(s). Customers who indicate that they have had a change in their mobility or mobility device may be asked to attend another transit evaluation.

Immediate Needs

METRO recognizes that due to unforeseeable circumstances there may be times when a new customer may need transportation before they are able to complete the eligibility process. In these cases, the METRO ParaCruz Eligibility Coordinator may be able to arrange temporary eligibility for up to fourteen days while the customer goes through the eligibility determination process.

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Temporary Disabilities

Temporary eligibility is provided to customers who have a limited term condition that prevents them from using the METRO bus system. Eligibility will be provided for the expected duration of the disability. Contact the Eligibility Coordinator at 425-4664 for more information.

Appealing an Eligibility Determination

Applicants who believe an eligibility determination was made in error may appeal the decision. The applicant may initiate an appeal in writing (forms can be obtained from the Eligibility Coordinator) within 60 days of the determination. Address the appeal to:

METRO ParaCruz Eligibility Coordinator
2880 Research Park Dr, Suite 160
Soquel, CA 95073

The request must include:

- Applicant's name and address
- Request for an appeal

Prior to your hearing, please provide additional information to assist the panel in making a determination:

- Reason you believe the determination was incorrect
- Information supporting your request

The Eligibility Coordinator will schedule an independent appeal hearing for you within 30 days of receipt of the appeal request.

Service for Visitors

Visitors to the area can use METRO ParaCruz for up to 21 days within a 365-day period by providing documentation that they have been determined eligible for similar ADA complementary

Temporary Disabilities

Temporary eligibility is provided to customers who have a limited term condition that prevents them from using the METRO bus system. Limited term eligibility may be provided for the expected duration of the disability. Should the disability continue longer than expected, the customer may request an extension of eligibility.

Appealing an Eligibility Determination

Applicants who believe an eligibility determination was made in error may appeal the decision. The applicant may initiate an appeal in writing (forms are included with eligibility denials) within 60 days of the determination. Address the appeal to:

METRO ParaCruz Eligibility Coordinator
2880 Research Park Dr, Suite 160
Soquel, CA 95073

Prior to your hearing, please provide additional information to assist the panel in making a determination:

- * The reason you believe the determination was incorrect
- * Any information you would like the appeals panel to consider supporting your request

An appeal hearing will be scheduled within 30 days of receipt of the appeal request.

Service for Visitors

Visitors to Santa Cruz County who have been determined eligible for ADA complementary paratransit services by a transit agency in another part of the country can use METRO ParaCruz for up to 21 days within a 365-day period. Visitors will be required to provide

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paratransit services by a transit agency in another part of the country. Applicants for Visitor service may be required to provide proof of visitor status. Visitors who do not have this kind of eligibility because they live in areas without public transit service might be asked for documentation of their health condition or disability. If you will be visiting for more than 21 days within a 365-day period, you will need to participate in the METRO ParaCruz eligibility process to continue to ride. (See: *How to Apply for METRO ParaCruz Service*).

METRO ParaCruz Service Area and Service Hours

METRO ParaCruz is designed to be “comparable to” (or similar to) the fixed route bus service. For this reason, it operates in the same general area as the fixed route bus service.

Service Area

METRO ParaCruz provides service to any destination within Santa Cruz County that is within 3/4 miles of an operating bus route.

Service Days and Hours

METRO ParaCruz operates:

6:00 AM to 10:30 PM, 7 days a week
(except holidays listed below).

METRO ParaCruz **does not operate** on the following holidays:

- New Years Day
- Thanksgiving
- Christmas Day

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eligibility information from the transit system in their hometown. Visitors who do not have this kind of eligibility because they live in areas without public transit service will be asked for documentation of their disability and verification of their place of residence.

Visitors seeking to ride more than 21 days within a 365-day period, will need to participate in the METRO ParaCruz transit evaluation process to continue to ride. (See: How to Apply for METRO ParaCruz Service on page 2).

METRO ParaCruz Service Area and Service Hours

METRO ParaCruz service mirrors the fixed route bus service. Like the bus, METRO ParaCruz is a shared ride service. The driver may pick up and drop off other passengers while you are on board. This is NOT a “time call” single occupancy taxi service. It operates in the same geographical area, on the same days, and at the same times of day as the fixed route bus service. If a person without a disability would be able to use the bus to get to your destination at the same time, ParaCruz service is available.

METRO ParaCruz rides must begin and end within 3/4 mile of a bus line (other than HWY 17 commuter service). METRO ParaCruz service is available the same days and times as bus service operates in that area. See METRO’s HEADWAYS for the most current information regarding when and where specific routes operate. The information is also available on the World Wide Web at <http://www.scmtd.com>.

Neither METRO ParaCruz nor METRO’s regular bus service operate on:

New Years Day, Thanksgiving, or Christmas Day

METRO ParaCruz operates additional evening hours to correspond with certain fixed routes. Call METRO ParaCruz at 425-4664 for more information.

Please have your METRO ParaCruz ID card available when boarding the vehicle.

Your ParaCruz ID card entitles you to discount fares and passes on the METRO fixed-route bus system.

METRO passes (fixed-route, student or discount) are **not valid** on METRO ParaCruz.

Fares

The one-way fare for scheduled METRO ParaCruz service is twice the current bus fare. METRO ParaCruz fare is set by the METRO Board of Directors and may change.

Fare must be paid each time you board the vehicle and can be paid as:

- **Cash.** Exact fare only (coins or dollar bills). Drivers cannot make change.
- **Pre-paid METRO ParaCruz Tickets.** May be purchased at the METRO Center Information Booth or by mail. Please call 425-3822 for ticket information.

METRO ParaCruz Tickets
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060

Fares

The one-way fare for METRO ParaCruz service is currently \$3.00 (twice the adult fixed-route cash fare). Fares are set by the METRO Board of Directors and are subject to change.

Fare must be paid each time, before you board the vehicle. Customers who do not pay the fare will not be transported. Fares can be paid as:

- **Cash.** Exact fare only (coins or dollar bills). Drivers cannot make change.
- **Pre-paid METRO ParaCruz Tickets.** May be purchased at the METRO Center Information Booth or by mail.

METRO ParaCruz Tickets
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060

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Have your exact fare ready for the driver when you board the vehicle. Drivers are not permitted to go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.

Note: Drivers are *not permitted* to accept tips. If you would like to commend a driver, call the Paratransit Administrator at 425-4664.

Reserving Rides on METRO ParaCruz

When to Reserve a Ride

You can reserve your METRO ParaCruz ride from one to fourteen days in advance of your trip. Reservation telephones are open seven days a week (except holidays) from 8:00 AM until 5:00 PM. If you need to call on holidays to request a ride for the **next day**, you may leave a message with your request and the scheduler will call you back that evening between 5:00 PM and 9:00 PM to confirm your ride.

Please **DO NOT** make reservations for trips you are not sure you will actually take. Tentative reservations and cancellations can cause scheduling and service difficulties.

How to Reserve a Ride

To request a ride, call **425-4664** (TTY: connect through the California Relay Service **1-800-735-2929**) at least one day in advance of your trip. **During the busiest reservation times of the day (early mornings and late afternoons) you may reach a busy signal or**

Please call 425-3822 for ticket information.

Have your exact fare ready for the driver when you board the vehicle. Drivers are not permitted to go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.

Note: Drivers are not permitted to accept tips. If you would like to express your appreciation for the service that was provided please call 425-4664.

Reserving Rides on METRO ParaCruz

When to Reserve a Ride

You can reserve your METRO ParaCruz ride up to three days in advance of your trip. Reservation telephones are open seven days a week from 8:00 AM until 5:00 PM (except holidays). If you must call on a holiday to request a ride for the next day, you may leave a message with your ride request and the scheduler will call you back that evening between 5:00 PM and 9:00 PM to confirm your ride.

SCHEDULING TIPS

- * When you call to schedule trips, please have a pen and paper handy so you can write down when you will need to be ready for the METRO ParaCruz vehicle.
- * Have all of the information for each trip available when you call. This will help the reservationist serve you efficiently. If you are not certain of exactly when you will need your return pick up, give yourself some extra time.
- * If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00, you may want to tell the

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be placed on hold until a reservation agent can assist you. Hold times can be 2-3 minutes or longer. If possible, place your trip requests during the middle of the day when the telephone lines are less busy.

The reservation agent will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. Your METRO ParaCruz ID number.
3. The date and day of the week you need to ride.
4. The street address where you need to be picked up.
5. The street address or a known landmark where you are going and the telephone number (if you have it). If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the exact point where you would like to be dropped off or picked up.
6. The time you would like to arrive (the appointment time, if applicable).
7. The time you will be ready to be picked up for a return trip (if applicable).
8. If you use a mobility aid such as a wheelchair, walker, scooter. (See: *Wheelchairs and other Mobility Aids* for information about the maximum sizes and weights our vehicles can accommodate.)
9. If you will need to use the lift.
10. If a personal attendant or companion(s) will be traveling with you, and whether or not your attendant or companion uses a mobility device.
11. If you will need a car seat for a child traveling with you.
12. If a service animal will be riding with you.
13. If you will be using a collapsible wheeled cart for shopping.
14. If you need special assistance from the driver.
15. Any other information you feel we should know to safely and comfortably serve you.

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reservationist you would like to arrive no later than 8:45.

* If you are going to a medical appointment, let the person who is making your appointment know you will be traveling with METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time.

* Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservationist for a pick-up no earlier than 5:15 PM.

How to Reserve a Ride

To request a ride, call 425-4664 (TTY: connect through the California Relay Service 1-800-735-2929) one or two days in advance of your trip. During the busiest reservation times of the day you may reach a busy signal or be placed on hold until a reservationist can assist you. Hold times can be 2-3 minutes or longer.

Please DO NOT reserve trips you are not sure you will actually take. Changes and cancellations hurt everyone, by making ParaCruz service more expensive to provide.

The reservationist will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. The date and day of the week you need to ride.
3. The street address where you need to be picked up.
4. The street address or a known landmark where you are going and the telephone number (if you have it) or your cell phone number if you travel with one. If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the entrance where you would like to be dropped off or picked up.
5. The time you would like to arrive (the appointment time, for example).

Your "Ready Window"

After you have scheduled your trip(s), the reservation agent will read your reservation back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. Your ride can arrive **10 minutes prior to or 20 minutes after your scheduled pick-up time**. This 30-minute period of time is called your *Ready Window*. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservation agent will offer you one or more trip options. We will make every effort to offer you a pick-up and drop-off time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a shared-ride service.** Other customers may be scheduled on the same vehicle.

To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride will arrive at your destination point no more than 30 minutes before your requested drop-off time and no later than your requested drop-off time.

6. The time you will be ready to be picked up for a return trip
7. If you use a mobility aid such as a cane, walker, wheelchair or scooter. This will determine the type of seating that will be reserved for you. (See: Wheelchairs and other Mobility Aids on page 14 for information about the maximum sizes and weights our vehicles can accommodate.)
8. If a personal care attendant or guest(s) will be traveling with you, and whether or not your attendant or guest uses a mobility device.
9. If you will need a car seat for a child traveling with you. (No more than 3 children under 46 inches may travel per fare paying adult)
10. If a service animal will be riding with you.
11. If you will be using a collapsible wheeled cart for shopping.

Your "Ready Window"

After you have requested your trip(s), the reservationist will read your request back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. This 30-minute period of time is called your Ready Window. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservationist will offer you one or more trip options. We will make every effort to offer you a drop-off time and return time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a shared-ride service.** The driver may pick up and drop off other passengers while you are on board.

To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- * Your ride should arrive at your destination point no more than 45 minutes before your requested drop-off time and no later than your requested drop-off time.

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- A return pick-up should arrive no later than 60 minutes after the time you have scheduled and no earlier than that time.
- Most trips should take no more than 60 minutes from the pick-up until the drop-off. However, depending on traffic conditions and the distance you are traveling, your trip may be shorter or longer.

SCHEDULING TIPS

- When you call to schedule trips, have a pen and paper handy so you can write down important information such as your pick-up Ready Window when you need to be ready for the METRO ParaCruz vehicle.
- If you are scheduling several trips, have all of the information for each trip available when you call. This will help the reservation agent to serve you efficiently. Although it is difficult to know ahead of time exactly when you will be ready for your return trip, it is very important to schedule the time as accurately as possible. Leave some extra time if you are not sure.
- If you are going to a doctor's office or other medical appointment, let the person who is making your medical appointment know you will be using METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time with METRO ParaCruz.
- If you have an appointment, allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent you would like to arrive no later than 8:45 AM. The reservation agent is trained to assist you with scheduling your ride for your

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- * A return pick-up should arrive no later than 60 minutes after the time you have requested and no earlier than that time.
- * The evening before you travel, ParaCruz staff may call to request that you adjust your "Ready Window" in order to coordinate your trip with other customers along the route to your destination. Every effort will be made to assure that you arrive on time for your appointment.

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appointment times.

- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservation agent for a 5:15 PM pick-up.
- If you cannot be picked up to return earlier than a certain time (for example, you cannot be picked up from work until 5:15 PM), let the reservation agent know this.
- If you do not have a specific appointment time and can be flexible about your travel times, let the reservation agent know this. We might be able to best serve you if you can travel earlier or later in the day when we have more vehicle space available.
- If you know that another METRO ParaCruz customer who lives near you will be traveling to the same place at the same time, and you would like to travel with them, mention this when you call to request your ride. The reservation agent can check to see if your rides can be combined (although this may not always be possible).

Will-Call Returns

You are requested to schedule your return trip times whenever possible. If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will be instructed to call the METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. Please be advised that you may have to wait up to an hour for the vehicle to arrive.

Will-Call Returns

Please schedule your return trip times whenever possible. If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will need to call METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. After a will call return is activated, you may have to wait up to an hour or longer for the vehicle to arrive. Will call returns are only available during normal business hours. Will call returns cannot be activated after 7pm. As time allows between the hours of 5pm and 7pm, ParaCruz staff will attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

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Scheduling Multiple Trips

You can request up to four (4) round-trips per telephone call. If you have more than four trips you need to schedule, please call back to schedule these other trips. This limit on scheduling has been set to minimize the telephone hold times for all customers. It can sometimes take 2-3 minutes to schedule each trip. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

Subscription Service

If you need a ride to the same place, at the same time, at least once a week, "Subscription Service" may be a good option for you. This service allows you to schedule these trips with one call. You will then be automatically placed on the schedule each week. Ask the reservation agent about this option.

If you are receiving Subscription Service, it is important to *let us know immediately if you don't need a ride on a particular day.* This way, we can make the change on our schedules. For example, if you have Subscription Service for a trip to school each weekday, keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips.

Because subscription service is limited, it is important to let us know when your schedule changes. If you ride less frequently than once a week, please call the reservations agents to schedule those rides. Excessive cancellations (within your control) of subscription rides may result in removal from the subscription list. You can put your subscription trip on "hold" for up to three months.

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Scheduling Multiple Trips

You may request up to three (3) round-trips per telephone call. If you have more than three trips you need to schedule, please call again to schedule these additional trips. If you are requesting trips with multiple stops, you may not reserve in excess of six (6) total "legs" during one call. This limit on scheduling has been set to minimize the telephone hold times for all customers. Scheduling each trip can take 3 minutes or longer. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

Subscription Service

In addition to "one time" or "casual" rides, METRO ParaCruz also offers Subscription Service. Federal regulations limit the availability of this type of service. If you need a ride to the same place, at the same time, at least once a week (going to work, attending a class or church, for example), "Subscription Service" may be a good option for you. This allows you to schedule these recurring trips with one call. You will then be automatically placed on the schedule each week with the same ready window, same pick up and destination. Customers desiring greater flexibility in their travel plans may prefer to reserve rides individually. Ask the reservationist about this option.

If you are receiving Subscription Service, it is important to let us know in advance if you don't need a ride on a particular day. This way, we can make the change on our schedules. For example, if you have Subscription Service for a trip to school each weekday, you need to keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips. If you don't cancel you will charged with a "no show".

It is important to let us know when your schedule changes. Excessive no shows, cancellations of or changes to subscription rides may result in removal from the subscription list.

When you are ready to have your subscription taken off hold, call METRO ParaCruz one week in advance to reinstate the service. If you need to put your trips on hold for a period longer than three months, we may ask you to request new subscription service when it is again needed.

If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

How to Change a Scheduled Ride

If your plans change and your need to adjust your ride times, call the METRO ParaCruz at 425-4664 (If you use a TTY, please connect through the California Relay Service 1-800-735-2929) at least one day before your trip. Remember, reservation agents are available every day (except holidays) from 8:00 AM until 5:00 PM. If you call on a holiday to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the reservation agent you would like to change a ride that has already been scheduled. The reservation agent will ask you:

1. Your first and last name.
2. Your METRO ParaCruz ID number.
3. The date and time of the trip you are calling to change.
4. The new times that you would like to schedule, or changes you would like to make.

The reservation agent will always try to accommodate your

You may put your subscription trip on "hold" for up to 30 days. When you are ready to have your subscription start up again, call METRO ParaCruz one week in advance to reinstate the service. If you need to put your trips on hold for a period longer than 30 days, your subscription will be canceled and you will need to request a new subscription trip when it is again needed.

Only a limited number of subscription service slots are available. If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. While you are on the waiting list, you may continue to reserve trips individually.

How to Change a Scheduled Ride

If plans change and you need to adjust your ride times, destination, seating type or other aspects of your trip, call METRO ParaCruz before 5PM the day prior. Remember, reservationists are available every day (except holidays) from 8:00 AM until 5:00 PM. If you call on a holiday to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the reservationist you would like to change a ride that has already been scheduled. The reservationist will ask you:

1. Your first and last name.
2. The date, day of the week and time of the trip you are calling to change.
3. The new times that you would like to schedule, or changes you would like to make.

The reservationist will try to accommodate your needs. Changes to your original ride request may result in adjustment to your ready

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needs, but changes to your original ride request may result in adjustment to your ready window and ride time, according to schedule availability. The reservation agent will read back your new ready window and travel details.

METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations on the day of your ride.

If Your Appointment is Running Late

Everyone has occasional circumstances outside of their control which can cause delays at a scheduled appointment. If your appointment is running later than you expected and there is a chance you will not be ready for your scheduled return trip (or if you have missed your ride), call METRO ParaCruz at 425-4664 as soon as possible.

You will be asked for:

- Your name
- Your METRO ParaCruz ID number
- The time of your scheduled return trip pick-up

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time.

Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.

Remember: Allow extra time for medical appointments or other appointments that may take longer than expected.

window and ride time, subject to schedule availability. The reservationist will read back your new ready window and travel details.

METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations or your seating type on the day of your ride (for example; you reserve a ride planning to use a wheelchair, but sometimes travel without it. ParaCruz would expect you to travel in your wheelchair unless you changed the reservation before 5:00PM. the day before you travel. Other passengers may be scheduled to ride in all available seats).

If Your Appointment is Running Late

Everyone has occasional circumstances beyond their control that can cause delays at a scheduled appointment. If your appointment is running later than you expected and you will not be ready for your scheduled return trip (or if you have missed your return ride), call METRO ParaCruz as soon as possible.

You will be asked for:

Your name

The time of your scheduled return trip pick-up

The new time that you expect to be available for return.

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.

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How to Cancel a Scheduled Ride

Please call and cancel the ride as soon as you know you will not be traveling to avoid being considered a no-show. No-shows can lead to a suspension of service. (see No-shows)

Call the METRO ParaCruz at 425-4664. If you use a TTY, connect through the California Relay Service 1-800-735-2929 between 6:00 AM and 10:30 PM.

If you need to cancel a trip on the day of your ride, please call at least one hour before your scheduled pick-up time. It is important to notify METRO ParaCruz in time so that the driver does not make an unnecessary trip, and so you are not considered a no-show.

No-Shows

A no-show occurs when:

- After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the trip
- The vehicle arrives within the Ready Window, but the driver cannot locate the customer at the requested pick-up location within five (5) minutes.
- The vehicle arrives within the Ready Window but the customer is not ready to go and after waiting five (5) minutes, the driver must leave to stay on schedule.

No-shows cause excess delays, inconvenience other riders, waste resources and increase operating costs. To emphasize the importance of avoiding no-shows, METRO, with the advice and consent of its METRO Accessible Services Transit Forum (MASTF), has adopted the following policy:

- Each time a ride is deemed a no-show, the rider will be sent a letter with the date and time of the apparent no-show. Riders may dispute the no-show or indicate if circum-

How to Cancel a Scheduled Ride

Please call and cancel the ride as soon as you know you will not be traveling to avoid being considered a no-show. No-shows can lead to a suspension of service. (see No-shows on page 9)

Call METRO ParaCruz at 425-4664 between 6:00 AM and 10:30 PM.

If you need to cancel a trip on the day of your ride, please call at least one hour before the beginning of your Ready Window. It is important to notify METRO ParaCruz in time so that the driver does not make an unnecessary trip, and so you are not considered a no-show.

No-Shows

No-shows cause excess delays, inconvenience other riders, waste resources and increase operating costs. Generally, a "No-Show" costs METRO ParaCruz as much as if the customer had taken the trip. To emphasize the importance of avoiding "No-shows", METRO ParaCruz has adopted the following "No-Show" Policy. Through this policy, a customer can have his/her service suspended for establishing a "pattern or practice" of missing scheduled trips which result in assessed "no-shows".

A "No-Show" is defined as follows:

- a) After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window
- b) The ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; or
- c) The vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

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stances beyond their control caused the no-show. To respond to a no-show letter, call the METRO Paratransit Administrator at 425-4664.

- Two (2) unexcused no-shows within a 90 day period will result in a written warning of a possible suspension of service with the next no-show.
- Three (3) unexcused no-shows within a 90 day period will result in suspension of their use of METRO ParaCruz for 30 days. A notice letter will be sent explaining that the suspension will be effective 10 days after the date on the notice unless an appeal is filed as outlined below.
- **If you no-show for the first leg of a trip, your return ride will not be canceled automatically. You are responsible to cancel each leg. Failure to do so could subject you to the penalties outlined above.**
- If you miss a scheduled ride for any reason, be sure to call the METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.

If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz and tell them that you would still like a return ride.

Appealing a No-show Charge

- If you think that you have been charged with a no-show in error, you may appeal the no-show by contacting the METRO Paratransit Administrator by calling call 425-4664 or by writing:

**METRO Paratransit Administrator
2880 Research Park Dr, Suite 160
Soquel, CA 95073**

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If a customer "No-Shows" for the first leg of a trip, any subsequent leg or return trip will not be canceled automatically and may result in an additional "No-Show" assessment if not canceled as required by this policy.

If you miss a scheduled ride for any reason, be sure to call METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.

If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz and tell them that you would still like a return ride.

If it is determined by METRO ParaCruz that the "No-Show" was assessed appropriately the customer shall be notified and shall be advised of the No-Show Policy and the consequences of excessive "No-Shows".

When a customer has "No-Showed" 15% of his/her rides, including all assessed "No-Shows" within a rolling 90-day period and the actual number of "No-Shows" exceeds 3 during the period, he or she shall be notified of the intention to suspend paratransit service to him/her for a fourteen (14) day period.

If you exceed 15% No Shows within 90 days, your service may be suspended for fourteen (14) days.

Examples:

- You take 15 rides and no show 3 times: 18 total, 16.67% no shows
- You take 50 rides and no show 9 times: 59 total, 15.25% no shows
- You take 70 rides and no show 13 times: 83 total, 15.66% no shows

You have the right to appeal this determination before any suspension would be imposed and may do so by providing either a written or oral

You need to provide an explanation of the circumstances that resulted in the no-show and why it should not be charged.

For a no-show to be valid, METRO ParaCruz must document:

- The driver was present at the pick-up location within the ready window
- The ride was not previously cancelled (More than one hour in advance)
- The driver was authorized by the dispatcher to leave the pick-up address

Appealing a No-show Suspension

- If you receive a notice of proposed suspension, you have been charged with three (3) no-shows. If you think that you have been charged with three (3) no-shows in error, you may appeal the no-show suspension. To request an hearing, call 425-4664 and ask for the Paratransit Administrator. Your request may also be submitted in writing to:

METRO Paratransit Administrator
2880 Research Park Dr, Suite 160
Soquel CA, 95073

- Your appeal request will be reviewed by an independent panel within 30 days of receipt.
- You will continue to receive service until the review panel has made a determination.
- Subsequent No-shows during the appeal process will be considered by the review panel in its determination.

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request for an appeal hearing to:

METRO ParaCruz
 2880 Research Park Drive, Suite 160
 Soquel, CA 95073

Or telephone at (831) 425-4664.

The request for an appeal hearing must be made within 10 days from the postmark date on the Letter of Intent To Suspend Service

If the customer does not appeal the suspension, the suspension shall be scheduled and the customer shall be notified of the dates of the suspension. The customer will be given 10 days notice of the suspension dates. All METRO ParaCruz schedulers shall be notified of the suspension.

If a customer takes twenty-four (24) rides or more within a twelve (12) month period without being assessed a "No-Show", he/she shall be allowed one round-trip ride free of charge.

What to Expect When the Vehicle Arrives

The METRO ParaCruz driver will arrive in a van or minivan (sometimes a taxi sedan may be substituted for ambulatory customers). The driver will pull the vehicle up to the curb in front of the pick-up address you provided. *The vehicle may arrive any time within your Ready Window.* Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. If possible, wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known. The driver will wait up to five (5) minutes before departing.

Door-to-door service

If you think it may be difficult for you to know when the METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to figure out possible ways to alert you to when vehicles arrive.

Door-to-door service means that the driver will escort you (if needed) from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, nor to escort you beyond the street level entrance at your destination.

What the Driver Will Do:

- Arrive at your pick up location, come to the specified entrance and announce his/her arrival, and wait for up to five minutes.
- Provide assistance from your front door to the vehicle.
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with the securement of wheelchairs and mobility aids, and with seat belts.

What to Expect When the Vehicle Arrives

The METRO ParaCruz driver will arrive in a bus, van or minivan (sometimes a taxi sedan may be substituted for ambulatory customers). The driver will pull the vehicle up to the curb in front of the pick-up address you provided. The vehicle may arrive any time within your Ready Window. Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. If possible, wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known. The driver will wait up to five (5) minutes before departing.

Door-to-door service

Door-to-door service means that the driver will escort you from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, or to escort you beyond the street level entrance at your destination. If you travel with a personal care attendant (PCA), the driver will not provide assistance to the attendant beyond boarding and getting off the vehicle.

If you think it may be difficult for you to know when the METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to identify possible ways to alert you to when vehicle arrives.

What the Driver Will Do:

- * Arrive at your pick up location and wait for up to five minutes.
- * Provide assistance from your front door to the vehicle. (If your pick up is from a skilled nursing or group facility, drivers will meet you at the front of the main lobby.)
- * Provide assistance into and out of the vehicle.
- * Operate the wheelchair ramp or lift.
- * Assist with the securement of wheelchairs and mobility aids.

7.020

- Provide limited assistance with packages up to 30 pounds total. (wheeled carts are helpful).
- Provide assistance to the door of your destination.

What the Driver Will Not Do:

- Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.
- Drivers are not permitted to perform home health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for a personal care attendant if these types of services are needed.
- Drivers may not go into your purse or wallet to get your fare.
- Drivers do not provide assistance loading or unloading objects over 30 pounds. If you need assistance with objects over 30 pounds, please arrange for a companion to assist you.
- Drivers do not accept tips. If you would like to compliment a driver or have a complaint, call METRO ParaCruz at 425-4664.

Paying Your Fare

Exact fare must be paid each time you board the vehicle. (See the section titled Fares for more information.)

- * Assist with safety belts
- * Provide limited assistance with packages up to 30 pounds total. Driver must be able to load and unload them in one trip and without delaying the vehicle.
- * Provide the customer with assistance to the street level entrance of your destination.

What the Driver Will Not Do:

- * Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.
- * Drivers will not go beyond the lobby of a skilled nursing or group facility to search for a customer in the patient's room or other locations.
- * Drivers are not permitted to perform health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for a family member, personal care attendant or guest if these types of services are needed.
- * Drivers may not go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.
- * Drivers do not provide assistance loading or unloading objects over 30 pounds. If you need assistance with objects over 30 pounds, please arrange for a personal care attendant or guest to assist you. Your assistant or guest must be able to load and unload them in one trip and without delaying the vehicle.
- * Drivers are not allowed to lift passengers under any circumstances.
- * Drivers are not permitted to take wheelchairs (over 30 pounds) up stairs or excessively steep ramps or driveways.
- * Drivers do not accept tips. If you would like to express your appreciation for the service that was provided by a driver or have a complaint, call METRO ParaCruz and ask to file a Customer Service Report.

7.021

To Check on Your Ride

If a ParaCruz vehicle has not arrived by the end of the Ready Window, call the METRO ParaCruz at 425-4664. If you use a TTY, please connect through the California Relay Service 1-800-735-2929. The dispatcher will radio the driver and give you an update on your trip. Stay within sight of the pick-up location if at all possible, in case the vehicle arrives while you are calling.

Late Night Service Problems

Should a problem involving your METRO ParaCruz trip arise after 10:30 PM, call the after hours dispatcher for your area at 425-4664. This is only if you have a will-call after 10:30 PM or if your vehicle is more than 20 minutes late for a pick-up after 10:30 PM.

Rider Tips

- Make sure that your address is clearly visible from the street, especially at night.
- If you are being picked up at a large building, make sure when you schedule your ride to tell the reservation agent at which entrance you will be waiting.
- Carry needed medication with you in case your trip takes longer than expected.
- If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

7.6.22

To Check on Your Ride

If a ParaCruz vehicle has not arrived by the end of the Ready Window, you may call METRO ParaCruz and request an estimated arrival time. The dispatcher will contact the driver for you. If possible, stay in sight of the pick-up location, in case the vehicle arrives while you are calling. Please do not call before the end of your ready window. Unnecessary phone calls create longer hold times for other callers and cause delays in important communication between dispatchers and drivers.

Rider Tips

- * Make sure that your address is clearly visible from the street, especially at night.
- * If you are being picked up at a large building, make sure when you schedule your ride to tell the reservationist which entrance you will be waiting at.
- * Carry needed medication with you in case your trip takes longer than expected.
- * If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

Personal Care Attendants

A Personal Care Attendant (PCA) is someone you may bring with you to assist you with traveling or with personal care or activities. PCAs are not required to pay a fare when traveling with you. PCAs must get on and off the vehicle at the same places and times as you.

For a PCA to ride free with you, you must be registered with METRO ParaCruz as needing a PCA. This is done as part of the eligibility process. If your condition has changed since you first applied to be eligible for ParaCruz and now need a PCA, call the ParaCruz Eligibility Coordinator at 425-4664 for more information.

You will need to tell the reservation agent when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

Guests/Companions

A guest/companion is someone you want to bring along to share the trip, not someone you must bring to assist you. Guests/companions must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent when you schedule trips that you will be traveling with one or more guests/companions. **Drivers cannot add riders who do not have a reservation.**

If you make a reservation for them, you are always entitled to bring one guest/companion with you. Reservations for additional guests/companions will be accommodated only if there is enough space on the vehicle.

Personal Care Attendants

Some people need a Personal Care Attendant (PCA) to assist with personal care or tasks. A PCA is not required to pay a fare when traveling with you. Your PCA must get on and off the vehicle at the same places and times as you. The driver does not provide assistance to the attendant beyond boarding and getting off the vehicle.

For a PCA to ride free with you, your need for a PCA must be determined during the transit evaluation. If your condition has changed since your eligibility certification and you now require an attendant, call the ParaCruz Eligibility Coordinator for more information.

You will need to tell the reservationist when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

Guests

If you make a reservation for them, you are always entitled to bring one guest with you. Reservations for additional guests will be accommodated only if there is enough space on the vehicle.

A guest is someone you want to bring along to share the trip, not someone you must bring to assist you with personal care or tasks. Guests must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservationist when you schedule trips that you will be traveling with one or more guests. Drivers cannot add riders who do not have a reservation.

7.623

Children

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare.

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a fare must be paid for the child and the adult attendant rides free.

In addition, children under six (6) years of age (or under 60 pounds) must travel in an approved child seat. METRO ParaCruz will have a limited number of car seats available. Please let the reservations agent know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please bring someone else along to help you.

Wheelchairs and Other Wheeled Mobility Aids

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. We are not be able to safely accommodate you, though, if your wheelchair or mobility aid exceeds the following limits:

- More than 30 inches wide
- More than 48 inches long
- More than 600 pounds (mobility device when occupied).

Children

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a fare must be paid for the child and the adult attendant rides free.

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare. Not more than 3 children under 46 inches may ride free with one fare paying adult.

The California Vehicle Code requires that children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. You are encouraged to use your own car seat if you have one. METRO ParaCruz has a limited number of child car seats available. Please let the reservationist know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child car seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please plan to bring someone else along to help you.

Wheelchairs and Other Wheeled Mobility Devices

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. Wheelchairs and scooters will be secured upright/non-reclining, facing forward. All wheelchairs and scooters that are within the following limits (when occupied) will be transported:

- * Not more than 30 inches wide

7.024

Scooters

Some three-wheeled scooters are difficult to secure on METRO ParaCruz vehicles. Some scooters also come with a warning from the manufacturer that they should not be used as seats on moving vehicles. Because of this, the driver may recommend that you transfer to a vehicle seat if you can do this. While the driver will not require you to transfer, we strongly recommend that you do so that we can provide you and other customers with the safest ride possible.

Respirators and Portable Oxygen Equipment

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

Service Animals

Riders may travel with a trained service animal. Service animals include guide dogs, signal dogs, and other animals trained to work or perform tasks for persons with disabilities. Be sure to inform the reservation agent when you are scheduling a ride if you will be traveling with a service animal.

- * Not more than 48 inches long
- * Not more than 600 pounds (mobility device and passenger combined).

If your wheelchair or scooter exceeds these limits, we cannot guarantee that we will be able to accommodate your mobility device. Please keep this in mind when replacing or purchasing wheelchairs and scooters. If you are not sure whether or not your device is oversized, please contact METRO ParaCruz. We will arrange for you to a member of our staff to assess your mobility device.

Respirators and Portable Oxygen Equipment

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

Service Animals

Service Animals are welcome on METRO ParaCruz vehicles. Service animals include guide dogs, signal dogs, and other animals specially trained to work or perform specific tasks for persons with disabilities. Service Animals must be under the full control of the owner at all times. Service Animals must not misbehave, soil the vehicle, growl, harass or lick other customers. Service Animals shall not occupy vehicles seats and must ride on the floor in either a sit or "down" position.

Be sure to inform the reservationist when you are scheduling a ride if you will be traveling with a service animal.

7.6.25

Pets

Animals that are not service animals may ride on METRO ParaCruz only if they are properly caged. For safety reasons, drivers are not permitted to carry cages heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a pet, please arrange to travel with someone who can help you.

Safety Belts

For your safety and security, you will be required to use a safety belt and remain seated while riding on ParaCruz vehicles.

Packages and Personal Items

You may bring grocery bags, luggage, or other packages or personal items with you on METRO ParaCruz. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds. You may bring packages in excess of this limit (i.e., that weigh no more than 50 pounds or are longer than 5 feet) onboard the vehicle, but you and/or your assistant or companion must be able to load and unload them without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store carts are not permitted on vehicles, but you may bring packages on-board in personal two-wheeled, collapsible carts. Please let the reservation agent know that you are bringing a cart so that an appropriate vehicle may be scheduled for you.

Emergency Procedures

If you have a medical emergency, always call 9-1-1.

In the event of an accident or emergency while onboard an METRO

Pets and Companion Animals

Pets and companion animals may ride on METRO ParaCruz only if they are in a carrier specifically designed for that purpose and under the full control of their owner. Drivers are not permitted to carry carriers (including the animal) heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a caged pet, please arrange to travel with someone who can help you.

Safety Belts

For your safety and security, the California Vehicle Code requires that all passengers use restraint equipment and remain seated while riding on ParaCruz vehicles.

Packages and Personal Items

You may bring grocery bags, luggage, or other packages or personal items with you on METRO ParaCruz. No item may be greater than five (5) feet in any dimension. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds, but must maintain sight of their vehicle. You may bring packages in excess of this limit onboard the vehicle, but you and/or your assistant or guest must be able to load and unload them in one trip and without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store shopping carts are not permitted on vehicles, but you may bring packages on-board in personal two-wheeled, collapsible carts. Please let the reservationist know that you are bringing a cart.

Lost and Found Items

Lost and found items may be inquired for by calling METRO information at 425-8600 (TTY 1-800-735-2929). Drivers or information staff should not be asked to use vehicle radios to check on lost items except in extreme emergencies.

7.2.26

ParaCruz vehicle, please remain calm and follow the instructions of the driver.

A rider who becomes ill, or notices another rider who may be ill, should immediately inform the driver.

If riders are to be met when they are dropped-off and the person is not there when the driver arrives, the rider will be transported back to the METRO office (or to another safe location) and the rider's guardian or assistant will be notified and required to pick-up the rider or make other transportation arrangements.

There are instances when a trip may take longer than expected. Bring any medication you need. If you have a medical need, you may want to carry a small snack.

Inclement Weather

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions which may jeopardize the safety of our passengers and employees. On bad weather days METRO ParaCruz will make every effort to contact scheduled riders to advise them if service is suspended.

If your trip is for dialysis, chemotherapy, or another life-sustaining purpose, call the METRO ParaCruz at 425-4664 (If you use a TTY, please connect through the California Relay Service 1-800-735-2929) to make sure you can get where you need to go. Every effort will be made to deliver your trips using METRO ParaCruz or by arranging other emergency assistance.

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected.

7:027

Found items should be available for pick up by 1:00PM the following day at Pacific Station (METRO Center) information booth.

Inclement Weather and Natural Disasters

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions or natural disasters that may jeopardize the safety of our passengers and employees. If service is suspended METRO ParaCruz will make every effort to contact scheduled riders to advise them of service suspension.

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected. If you use a power wheelchair or scooter, please carry a plastic bag or other protector large enough to cover the electronic controls while boarding and getting off the vehicle.

Rider Courtesy

METRO has a short list of common-sense rules to ensure the safety of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- No smoking on the vehicles.
- No eating or drinking on-board (unless required for health reasons).
- No possession of open containers of alcohol or with illegal drugs.
- No abusive, threatening, or obscene language or actions.
- No physical abuse of another rider or the driver.
- No petting guide dogs or other service animals without the permission of the owner.
- No playing of radios, cassette tape players, or compact disc players (without earphones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause injury to another rider or driver, or who engage in other illegal activities may be subject to immediate and permanent suspension from receiving METRO ParaCruz service. Riders who engage in activity which seriously disrupts METRO ParaCruz operations may also be subject to a suspension of service.

Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

Rider Courtesy

METRO has a short list of common-sense rules to ensure the safety and comfort of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- * Please have your fare and ParaCruz ID ready when the vehicle arrives.
- * Smoking is not permitted on or, within forty (40) feet of, the vehicles.
- * Please travel fragrance free.
- * Please be sure that wheelchairs are clean, safe and in good working order.
- * Exposed sores or open wounds are not permitted.
- * No leaking or dripping bodily fluids
- * No clothing soiled with bodily discharge
- * No eating or drinking on-board (unless required for health reasons).
- * No possession of illegal drugs or open containers of alcohol.
- * No riding under the influence of alcohol or illegal drugs.
- * No abusive, threatening, or obscene language or actions.
- * No physical or verbal abuse of another rider or the driver.
- * No petting guide dogs or other service animals without the permission of the owner.
- * No playing of radios, cassette tape players, mp3 players, or compact disc players (without earphones), or other noisy equipment while on-board.
- * No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause injury to another rider, driver, or other METRO ParaCruz staff member, or who engage in other illegal or disruptive activities may be subject to immediate and permanent suspension of METRO ParaCruz service.

Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

7.28

Suggestions, Comments, Compliments and Complaints

We welcome suggestions, comments, compliments and complaints on our METRO ParaCruz service.

If you have a comment or complaint about a particular trip or reservation experience, please contact METRO ParaCruz at 425-4664.

If you have a comment about service policies or eligibility determination, call the METRO Paratransit Administrator at 425-4664 or write to:

**METRO Paratransit Administrator
2880 Research Park Dr, Suite 160
Soquel, CA 95073**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- Your name, mailing address, and telephone number.
- The date, time, and location of the incident.
- The vehicle number, driver's name or both (if possible).
- If concerning METRO ParaCruz office staff, the time of your conversation with them and the name of the employee.
- A detailed explanation of the incident or suggestion.

We will follow-up each comment or complaint received and will contact you in writing to confirm that we have received and are reviewing your comment or complaint within four (4) days. Notice of resolution of the complaint will be provided to you in writing within thirty (30) days.

7.629

Suggestions, Comments, Compliments and Complaints

Feedback about METRO ParaCruz service is encouraged.

If you have a comment or complaint about a particular trip or reservation experience, please call and ask to file a Customer Service Report.

Comments about service policies may be directed to the Paratransit Administrator by phone or in writing to:

**Paratransit Administrator
2880 Research Park Dr, Suite 160
Soquel, CA 95073**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- * Your name, mailing address, and telephone number.
- * The date, time, and location of the incident.
- * The vehicle number, driver's ID or both (if possible).
- * If concerning METRO ParaCruz office staff, the time of your conversation with them and the name or number of the employee.
- * A detailed explanation of the incident or suggestion.

All Customer Service Reports will be investigated and you will be provided with the findings of your report within thirty (30) days.

Paratransit Users Advocate

The Paratransit Users Advocate is available to assist customers with addressing METRO ParaCruz service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may contact the Paratransit Users Advocate at:

Central Coast Center for Independent Living (CCCIL)

1395 41st Avenue, Suite B

Capitola, CA 95010

Email: CCCIL@cccil.org

Phone: 831-462-8720 (TTY 831-462-8729)

Glossary of METRO ParaCruz Terms

ADA Complementary Paratransit (METRO ParaCruz):

The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. METRO ParaCruz is the name given to the ADA Complementary Paratransit provided by the Santa Cruz Metropolitan Transit District (METRO). METRO ParaCruz service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

Appeals Process:

The opportunity available to an METRO ParaCruz rider to dispute, before an independent panel, METRO decisions regard-

Paratransit Users Advocate

The Paratransit Users Advocate is available to assist customers with addressing METRO ParaCruz service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may contact the Paratransit Users Advocate at:

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Phone: 831-462-8720 (TTY 831-462-8729)

7.C.30

ing his/her eligibility for service or suspension of service due to no-shows.

Cancellation:

Notification from a rider to METRO ParaCruz that he/she will not be needing a scheduled ride. Cancellations should be made as early as possible, but must be made no later than one hour prior to the beginning of the Ready Window.

Driver Wait Time:

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the rider before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the rider for five minutes after that time before leaving to pick up the next rider. The customer will be charged with a "no show" if the customer is not ready to board by the end of the driver wait time.

METRO Accessible Services Coordinator:

The staff person responsible for providing training and support for persons wanting to learn how to use METRO's fixed-route transit system and its accessible features and services.

METRO ParaCruz Eligibility:

Four categories of persons seeking transportation in the METRO service area are eligible for METRO ParaCruz service:

- Certified individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
- Certified individuals who, because of a disability, are unable to travel to or from a bus stop
- Visitors to the METRO service area who are eligible for METRO ParaCruz service in another community, and visitors with disabilities who are unable to use the METRO bus system
- Personal Care Attendants and companions of ADA-eligible individuals

7.631

METRO ParaCruz Eligibility Coordinator:

The staff person responsible for overseeing the METRO ParaCruz eligibility determination process.

METRO Paratransit Administrator:

The manager responsible for overseeing all aspects of the administration and delivery of METRO ParaCruz service.

Paratransit Users Advocate:

The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between METRO ParaCruz service riders and METRO with regard to service issues.

No-show:

Failure of a rider (who has not properly cancelled a trip) to appear at the agreed-upon pick-up location within five minutes of the arrival of the vehicle at that spot. Three no-shows within a 90-day period may result in a 30-day suspension of a rider's METRO ParaCruz service.

Ready Window:

A 30-minute period of time surrounding a requested METRO ParaCruz pick-up time (10-minutes before and 20-minutes after), during which the vehicle will arrive at the pick-up location. Example: for a requested pick-up time of 9:00 AM, the Ready Window would be from 8:50 AM to 9:20 AM. The METRO ParaCruz rider should be ready and waiting for the vehicle throughout the Ready Window.

Subscription Service:

A standing reservation for a trip to the same place at the same time, at least once a week.

7.232

November 2004

Draft Summer 2006

7.633

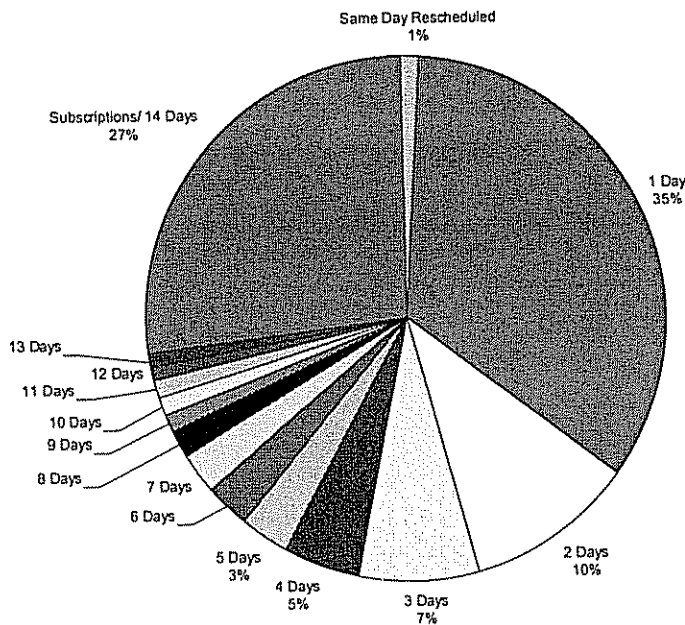
ParaCruz Reservations by Days in Advance

During the Board of Directors workshop on September 8, 2006, there was discussion regarding the relationship between the number of days prior to travel that a paratransit ride was reserved and the frequency of cancellations and “no shows”.

In preparing this review, staff used a data sampling of 98,055 reservations included in METRO’s Trapeze PASS database for rides during the period 7/1/05 through 6/30/06.

Reservation distribution by days ahead

The graph below displays the distribution of reservations made during the review period. 52% of reservations were made 1 to 3 days ahead. 27% of reservations show as being made 14 days ahead. Subscription rides accounted for 29% of all rides during this period. The Trapeze PASS software counts ongoing subscriptions as 14 days ahead. This accounts for 79% of all reservations. 20% of reservations were made between 4 and 13 days ahead. Should the proposed modification in the reservation period be accepted, this 20% would be impacted.

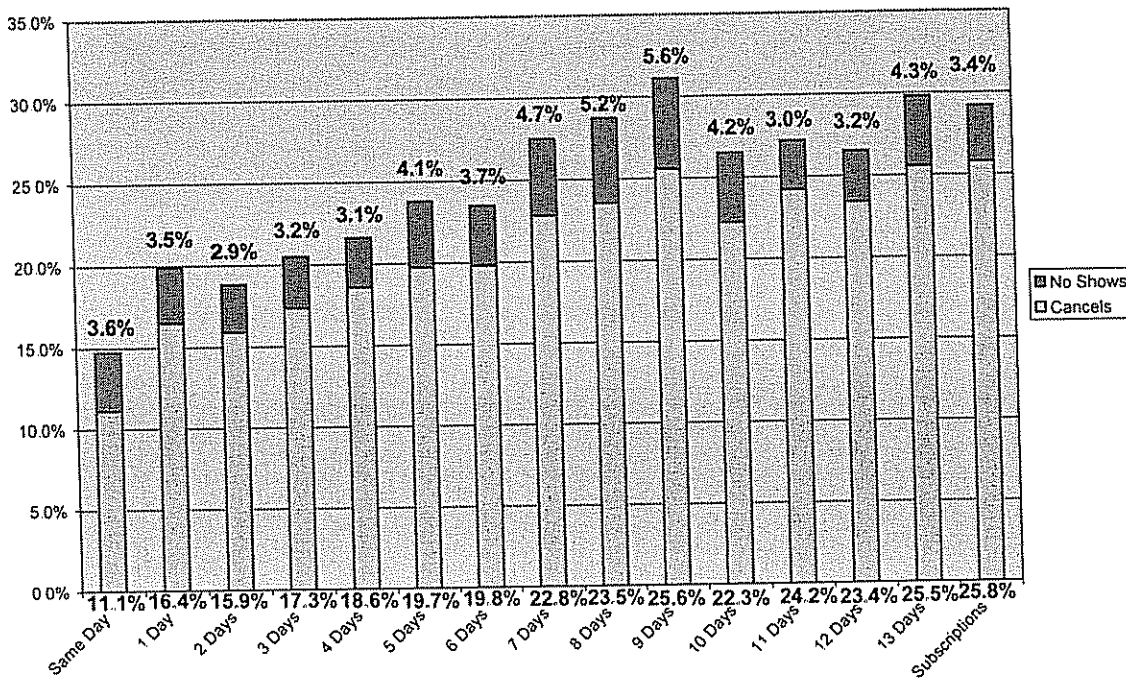


7.d1

Cancellations and No Shows as Percentage of Reservations

The graph below displays the percentage of reservations that were cancelled by the customer or resulted in a No Show, relative to the total number of reservations made for the same number of days in advance of the travel date. Reservations made two days in advance resulted in the fewest cancellations and No Shows. The highest rate of cancellations was for reservations 14 days in advance/subscriptions, followed closely by 9 and 13 days in advance. No Shows were most frequent for reservations made 9 days in advance. Reservations made 3 or more days in advance resulted in cancellations and No Shows (combined) exceeding 20% in all cases, reaching a peak of 31.2% for reservations made 9 days in advance.

Percentage of Reservations that Cancel and No Show by Days Ahead

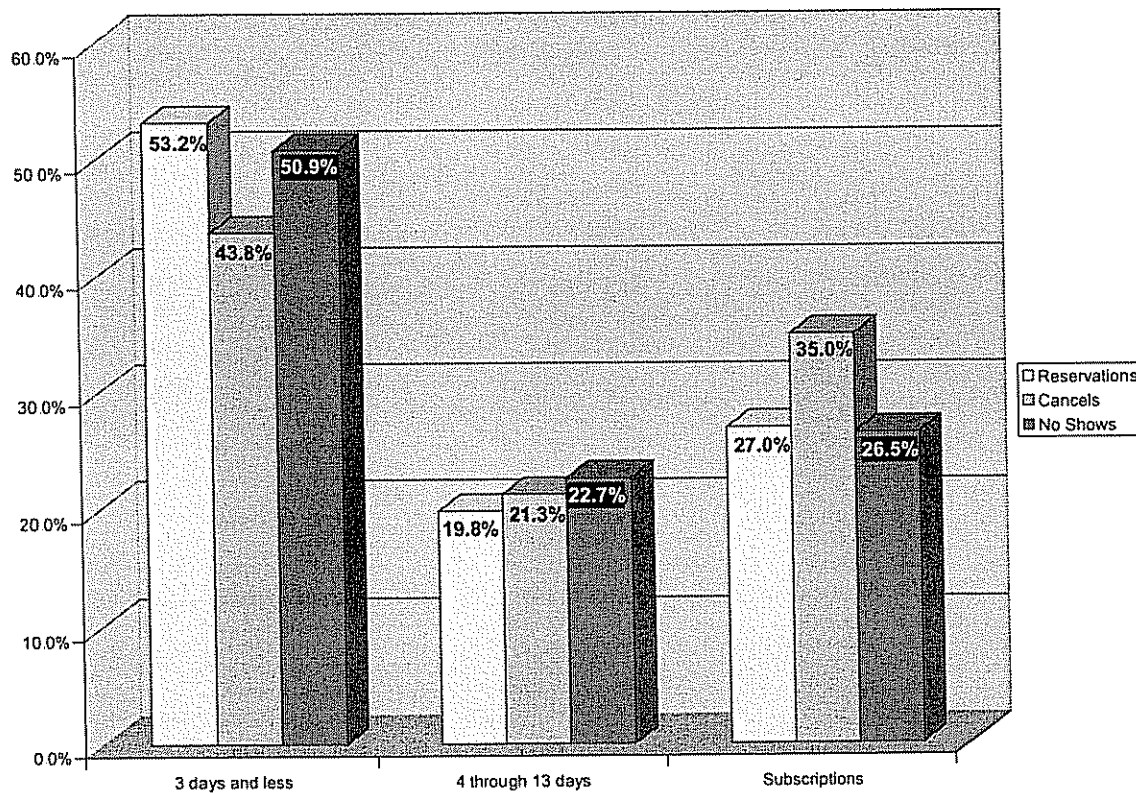


7.d2

Relative Distribution of Reservations, Cancellations and No Shows

In preparing the graph below, data was divided into three groups: reservations 1 to 3 days ahead (the proposed number of days in advance a reservation may be made), reservations 4 to 13 days ahead (the reservations that would be impacted by the proposed change), and subscriptions and the very small number of demand rides reserved 14 days in advance. Subscription rides result in the highest frequency of cancellation. The No Show rate is consistent with the percentage of reservations in this group. Reservations included in the 4 to 13 days in advance group resulted in rates of cancellation and No Show higher than the percentage of reservations included in this group. The group including reservations 1 to 3 days in advance had the most favorable rates of cancellation and No Show.

Distribution of Reservations, Cancellations, and No Shows by Days Ahead



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Robyn D. Slater, Human Resources Manager

SUBJECT: CONSIDERATION OF APPROVAL OF CALPERS RESOLUTIONS TO REVISE METRO'S MEDICAL PREMIUM CONTRIBUTION RATES

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the attached Resolutions to revise the fixed contribution toward medical coverage for the Service Employees International Union, Local 23 and the United Transportation Union, Local 23 (fixed route) under the California Public Employees' Retirement System (CalPERS) medical insurance program.

II. SUMMARY OF ISSUES

- METRO contracts with CalPERS to provide employee/retiree medical insurance coverage.
- In February 2006 METRO passed a resolution as required by CalPERS to establish the maximum monthly premium contributions that METRO would pay for the Service Employees International Union (SEIU) Local 415. A separate resolution for the United Transportation Union (UTU) local 23 (fixed route) establishing maximum monthly premium contribution rates was passed in October 2000.
- The current Labor Agreements with SEIU Local 415 and UTU Local 23 (fixed route) includes language that specifies the amount METRO will contribute towards medical premiums.
- The proposed resolutions reflect the contribution rates set by the current labor agreements.

III. DISCUSSION

The California Public Employees' Medical and Hospital Care Act requires local public agencies contracting with CalPERS for employee medical insurance to fix the amount of the employer's contribution(s). METRO established fixed maximum monthly contributions with CalPERS effective April 1, 2006 for SEIU Local 415 and UTU Local 23 (fixed route). Based on new language in the recently signed Labor Agreement for SEIU Local 415 and the current labor agreement with UTU Local 23 (fixed route) the resolutions in effect with CalPERS must be changed to reflect the new maximum monthly premium contributions for SEIU Local 415 and UTU Local 23 (fixed route). In order to revise the maximum monthly contributions, the attached

Resolutions must be approved by the Board of Directors and submitted to CalPERS. The resolutions will be effective for January 2007 premiums.

The resolution language has been reviewed and approved by Terri McIntyre, PERS agency contracts representative. On August 8th the resolutions were forwarded to SEIU Local 415 and UTU Local 23 for review. At the time of this writing neither union had provided any comments.

IV. FINANCIAL CONSIDERATIONS

The increased cost is included in the 2006/2007 budget.

V. ATTACHMENTS

Attachment A: Resolution to CalPERS for the SEIU Local 415 employee group

Attachment B: Resolution to CalPERS for the UTU Local 23, fixed route employee group

**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 THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIXING THE CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND
HOSPITAL CARE ACT FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 415**

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act: and

WHEREAS, Santa Cruz Metropolitan Transit District, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members represented by the Service Employees International Union Local 415 who are employees and annuitants of the agency;

NOW, THEREFORE, BE IT RESOLVED, that the employer's contribution for each employee or annuitant of the Service Employees International Union Local 415 shall be the amount necessary to pay a portion or full cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of 95% of the Bay Area/Sacramento Blue Shield basic rate per month with respect to an employee/annuitant, an employee/annuitant and one eligible family member, or an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.

BE IT FURTHER RESOLVED AND ORDERED, that the Board of Directors appoint and direct, and it does hereby appoint and direct the Human Resources Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said public Agency all functions required of it under the Act and Regulation of the Board of Administration; and

BE IF FURTHER RESOLVED AND ORDERED, that the maximum employer contribution for coverage under the Act shall be effective for the January 2007 medical premium payments, for employees in and annuitants from the Service Employees International Union Local 415.

9.91

PASSED AND ADOPTED this 22nd day of September 2006, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

MICHAEL ROTKIN
Board Chair

ATTEST _____

LESLIE WHITE
Secretary/General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

9.92

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 THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIXING THE CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND
HOSPITAL CARE ACT FOR THE UNITED TRANSPORTATION UNION LOCAL 23**

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act: and

WHEREAS, Santa Cruz Metropolitan Transit District, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members represented by the United Transportation Union, Local 23 who are employees and annuitants of the agency;

NOW, THEREFORE, BE IT RESOLVED, that the employer's contribution for each employee or annuitant of the United Transportation Union, Local 23 shall be the amount necessary to pay a portion or full cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of \$422.88 per month with respect to an employee/annuitant enrolled for self alone, \$845.78 per month with respect to an employee/annuitant and one eligible family member, and \$1099.51 per month with respect to an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.

BE IT FURTHER RESOLVED AND ORDERED, that the Board of Directors appoint and direct, and it does hereby appoint and direct the Human Resources Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said public Agency all functions required of it under the Act and Regulation of the Board of Administration; and

BE IF FURTHER RESOLVED AND ORDERED, that the maximum employer contribution for coverage under the Act shall be effective for the January 2007 medical premiums, for employees in and annuitants from the United Transportation Union, Local 23.

9.61

PASSED AND ADOPTED this 22nd day of September 2006, by the following vote:

AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

APPROVED _____
MICHAEL ROTKIN
Board Chair

ATTEST _____
LESLIE WHITE
Secretary/General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

9.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR A SHORT RANGE TRANSIT PLAN WITH WILBUR SMITH ASSOCIATES

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for a short range transit plan with Wilbur Smith Associates.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Two firms submitted proposals for the District's review.
- A four-member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with Wilbur Smith Associates to provide a short range transit plan.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District requested proposals from qualified firms to produce a Short Range Transit Plan (SRTP) for METRO for fiscal years 2008 through 2012. The SRTP will characterize METRO's current fixed-route and ADA complementary paratransit service delivery and will use existing demographic and land use forecasts to project future service needs for developing a preferred service delivery plan to be implemented in each year of the plan.

The Short Range Transit Plan establishes policy and intention for the delivery of fixed-route and complementary paratransit service during the planning period. Transit projects advanced for programming at the federal and state level in the Federal/State Transportation Improvement Plan are derived from the financially constrained five-year capital improvement and operating plans justified by the SRTP.

METRO intends to hire a consultant who will work closely with staff to not only produce the next five-year short range transit plan but also to provide the necessary training for METRO staff

11.1

to produce future updates of the plan. Staff will provide historical operating data along with current system details to be incorporated by the consultant into the SRTP along with contemporary data and analysis which it develops.

On July 11, 2006 District Request for Proposal No. 06-03 was mailed to thirty-seven firms and was legally advertised. On August 11, 2006, proposals were received and opened from two firms. These firms are listed in Attachment A. A four-member evaluation committee comprised of District staff have reviewed and evaluated the proposals.

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

Criteria	Points Possible
Responsiveness to scope and schedule	30
Experience in public transit planning and surveying	25
Cost	25
References	15
DBE Participation	5
Total Possible Points	100

Based on the above criteria, the evaluation committee is recommending that the Board of Directors authorize the General Manager to sign a contract with Wilbur Smith Associates to provide short range transit plan for an amount not to exceed \$97,815. Contractor will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

An FTA 5303 grant through AMBAG will pay \$85,000 toward contract costs. The District will pay the remaining \$12,815 in required matching funds from capital reserves.

V. ATTACHMENTS

Attachment A: Ranking of firms

Attachment B: Contract with Wilbur Smith Associates

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

District RFP No. 06-03 for Short Range Transit Plan

Ranking of Proposals

1. Wilber Smith Associates, 900 Wilshire Blvd, Suite 930, Los Angeles, CA
2. Perteet, Inc., 2707 Colby Avenue, Suite 900, Everett, WA

PROFESSIONAL SERVICES CONTRACT FOR SHORT RANGE TRANSIT PLAN (06-03)

THIS CONTRACT is made effective on October 1, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and WILBER SMITH ASSOCIATES("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Short Range Transit Plan

District has the need for a Short Range Transit Plan. In order to obtain these services, the District issued a Request for Proposals, dated July 11, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide a Short Range Transit Plan and whose principal place of business is 900 Wilshire Blvd, Los Angeles, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for a Short Range Transit Plan, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On September 22, 2006 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide a Short Range Transit Plan described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 11, 2006

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

Contractor's Proposal to the District for a Short Range Transit Plan signed by Contractor and dated August 11, 2006.

2.02 Conflicts

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

11:61

2.03 Recitals

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

3. **DEFINITIONS**

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued July 11, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 11, 2006.

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

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

4. **TIME OF PERFORMANCE**

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be extended upon mutual written consent.

5. **COMPENSATION**

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$97,815 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Wilber Smith Associates
900 Wilshire Blvd
Suite 930
Los Angeles CA 90017
Attention: Jim McLaughlin

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
WILBER SMITH ASSOCIATES

By _____
Marlene Connor
Director of Public Transportation

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

For Short Range Transit Plan

District RFP No. 06-03

Date Issued: July 11, 2006

Proposal Deadline: 5:00 P.M., August 11, 2006



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 5 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

The District reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

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

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

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

PART II

GENERAL INFORMATION FORM

SHORT RANGE TRANSIT PLAN RFP No. 06-03

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

Legal Name of Firm _____ Date _____

Firm's Address _____

Telephone Number _____ FAX Number _____

Type of Organization (Partnership, Corporation, etc.) _____ Tax ID Number _____

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

Signature of Authorized Principal _____

Name of Principal-in-Charge and Title _____

Name of Project Manager and Title _____

Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed _____

Addresses Where Correspondence Should Be Sent _____

Areas of Responsibility of Prime Contractor _____

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \1 2}
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

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

CONTRACTOR'S ADDRESS _____

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

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

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

 SIGNATURE OF CONTRACTOR

 AREA CODE/TELEPHONE _____

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

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

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

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

PART III

SPECIFICATIONS FOR SHORT RANGE TRANSIT PLAN

1.0 INTRODUCTION

1.1 Purpose.

The Santa Cruz Metropolitan Transit District (METRO or District) seeks proposals from qualified firms to produce a Short Range Transit Plan (SRTP) for METRO for fiscal years 2008 through 2012. The SRTP will characterize METRO's current fixed-route and ADA complementary paratransit service delivery and will use existing demographic and land use forecasts to project future service needs for developing a preferred service delivery plan to be implemented in each year of the plan.

The Short Range Transit Plan establishes policy and intention for the delivery of fixed-route and complementary paratransit service during the planning period. Transit projects advanced for programming at the federal and state level in the Federal/State Transportation Improvement Plan are derived from the financially constrained five-year capital improvement and operating plans justified by the SRTP.

METRO intends to hire a consultant who will work closely with staff to not only produce the next five-year short range transit plan but also to provide a template for METRO staff to produce future updates of the plan. Staff will provide historical operating data along with current system details to be incorporated by the consultant into the SRTP along with contemporary data and analysis which it develops.

1.2 Background.

The Santa Cruz Metropolitan Transit District (METRO) is a special utility district established by legislation in 1967 to provide public transit service in Santa Cruz County, California. METRO is the single designated fixed-route operator in Santa Cruz County and has the authority to receive local transportation funds, collect sales tax revenue, sell bonds, condemn property and execute agreements with other agencies, among other things.

METRO is governed by an 11-member Board of Directors comprised of 6 city council members from the four incorporated cities, 3 at-large members appointed by the County Board of Supervisors, 2 County Supervisors and an ex-officio member representing the University of California, Santa Cruz.

1.3 Description.

METRO operates 41 fixed transit routes and ADA Complementary Paratransit service throughout the County. METRO operates one regional route, the Highway 17 Express, between San Jose and Santa Cruz. With a service area population of 252,000, METRO carries approximately 6 million passenger trips annually. Service operates from approximately 4:15am until midnight Monday through Friday with a reduced service level on Saturdays, Sundays and Holidays. A deviated, on-demand route provides extended late-night service to the University.

The District has a peak pull-out of 73 buses, down from 85 in 2002, and operates from four transit centers: MetroCenter in downtown Santa Cruz; Watsonville Transit Center; Capitola Mall; and the Scotts Valley Transit Center. All buses are accessible to persons with disabilities, including persons who use wheelchairs. Front-mounted bicycle racks on each bus can carry up to two bicycles.

Half of METRO's operating revenue comes from a county-wide ½¢ retail sales tax which generates approximately \$15 million annually. The remainder comes from Federal Transit Administration operating assistance (10%), Local Transportation Funds (17%) and the farebox, including contract service (23%).

METRO serves at least 4 geographically distinct markets in Santa Cruz County. The largest market with the largest anticipated growth is Santa Cruz, which includes the University of California at Santa Cruz, the largest trip generator in the entire service area. The City of Watsonville, including intercity trips between Watsonville and Santa Cruz, is the second largest in current market share and in anticipated future ridership demand. Most new residential construction occurs in this area due to the ability to expand into agricultural lands. Capitola and Scotts Valley comprise the third and fourth market areas in size and in projected transit ridership growth.

1.4 Current Issues.

METRO is evolving through a period of significant transition. The District's highest priority is to build replacement facilities for the four outdated and leased buildings which have served as "temporary" operating facilities since the 1989 Loma Prieta earthquake destroyed METRO's 3 year-old, state-of-the-art operating, maintenance and administration facility. After establishing an acceptable site and buying property, construction started in April, 2006 on new facilities to be collectively known "MetroBase". MetroBase will be completed in 2009.

Unpredictable revenue decline beginning in 2001 necessitated multiple service reductions, staff layoffs and a fare increase. During the same period, METRO assumed direct operation of a commuter express and ADA paratransit services previously operated by contractors, resulting in the need to restructure administrative support for expanded operations using a smaller staff.

METRO began an ambitious fleet upgrade in 1998. Since then, METRO has replaced 79 buses and purchased its first CNG fueled buses. Now, in order to meet California clean air requirements, METRO must convert its remaining diesel buses to run on CNG fuel beginning in 2006 with the complete elimination of diesel buses by 2010.

Pacific Station, METRO's primary transit center in downtown Santa Cruz, is now over 20 years old and needs to be renovated and expanded. The City of Santa Cruz Redevelopment Agency manages the renovation and expansion accordance with the Downtown Recovery Plan adopted after the earthquake. Architects have completed preliminary design activities showing residential, business and commercial uses included within a new transit oriented development serving Pacific Station.

By the end of the planning period, METRO will have completed these transitions. This SRTP should project service delivery alternatives beyond the current period of infrastructure redevelopment into a time when more resources could be committed to service delivery.

METRO's responses to the current challenges will shape transit service for a long time to come. In brief, this SRTP will analyze alternatives and propose solutions to the current challenges associated with:

- Building MetroBase;
- Providing ADA Complementary Paratransit Service within available funding;
- Renovating Pacific Station;
- Eliminating excess loads on University routes;
- Increasing service between San Lorenzo Valley and Santa Cruz;
- Increasing local service in Watsonville; and,
- Establishing a more consistent source of operating income to minimize revenue fluctuations currently derived from the local and state sales tax.

2.0 SCOPE OF WORK

METRO anticipates that the chosen contractor would perform the following tasks to produce the Short Range Transit Plan; however, METRO reserves the right to modify this scope in consultation with bidders on the project:

2.1 Initiate and Administer project

- Conduct kick-off meeting with METRO staff

- Meet with local and regional stakeholders including AMBAG, SCCRTC, UTU, SEIU and the Interagency Technical Advisory Committee to obtain their perspective on potential transit service improvements,

Deliverables:

Presentation for outside meetings
Weekly Status Report

2.2 Evaluate previous transit studies

- *Comprehensive Bus Evaluation, 1999*
- *Highway 1 Major Transportation Investment Study, 1999*
- *Comprehensive Operations and Financial Analysis of Paratransit Service, 2001*
- *UCSC Comprehensive Transit Study, 2003 [UCSC]*
- *2005 Regional Transportation Plan [SCCRTC]*
- *2005 Metropolitan Transportation Plan [AMBAG]*

Deliverable:

Potential Service Development Issues [Report]

2.3 Collect and analyze data

- Use existing data sources when appropriate: National Transit Database; AMBAG Population and Housing forecast; GFI Genfare ridership data; METRO special surveys.
- Develop and administer on-board origin-destination and attitudinal survey.
- Develop and administer random phone survey to qualify county residents' perception of METRO public transit.

Deliverables:

Survey Instruments
Survey Results Report

2.4 Produce maps, charts and tables

- Map METRO's current service, equipment and facilities and locate major trip generators and landmarks.
- Produce a scalable system map for METRO publications.
- Develop thematic maps of population, housing and employment density.
- Develop relevant correlations between ridership and transit capacity and land use in different locales within the service area.
- Characterize current service delivery using conventional performance measures.
- Incorporate fleet, equipment and facilities descriptions provided by METRO staff.

Deliverable:

Maps, charts and tables

2.5 Develop Goals, Objectives and Performance Measures

- Establish Goals.
- Use current performance, comparable peer statistics and reasonably attainable improvements to develop new performance measures and schedule attainment within the planning period.
- Present new goals, objectives and performance measures to the METRO Board for adoption.

Deliverables:

Goals
Objectives
Performance Measures

2.6 Develop and evaluate financially constrained service alternatives and recommend a 5-year operations strategy.

- Prioritize service alternatives
- Re-allocation of existing resources

Deliverable:

5-year Service Improvement Plan

2.7 Incorporate Capital Improvement Plan.

Deliverable:

5-year Capital Improvement Plan

2.8 Develop and circulate Draft Short Range Transit Plan for transportation agencies and public review and comment.

Deliverable:

Draft Short Range Transit Plan

Comments and Responses from Public Participation Process

2.9 Evaluate METRO Web site.

- Assess current content
- Recommend Web Site improvements with cost estimate.

Deliverable:

METRO On-line: Recommendations [Report]

2.10 Conduct outreach and hold public meetings

- Conduct public participation process to garner feedback on *Draft*
- Present SRTP to METRO Board and to SCCRTC ITAC

Deliverable:

Comments and Responses from Public Participation Process

2.11 Train METRO staff on subsequent SRTP updates

- Document and present all source files to METRO staff
- Conduct training on SRTP update process

Deliverable:

SRTP Desk Manual

2.12 Publish final SRTP

Deliverable:

Short Range Transit Plan (Final)

All content components in compatible electronic file formats

The District reserves the right to add or delete work items in combination with the consultant's proposed project during negotiation.

3.0 SRTP SCHEDULE

<i>Task</i>	<i>Delivery Date</i>
Proposal Due Date	August 11, 2006
Contract Award	August 25, 2006
Collect System Info, Travel data, Demographics	September 8, 2006
Evaluate current transit studies	September 15, 2006
Propose Survey(s) Purpose, Method and Instrument(s)	September 30, 2006
Conduct User and General Surveys	October 17, 2006
Board Adopts Goals, Objectives and Performance Measures	October 28, 2006
Report Survey Results	November 4, 2006
Report Service Development Alternatives	November 30, 2006
Submit SRTP Administrative Draft	December 16, 2006
Revise and Circulate Draft SRTP	January 13, 2007

<i>Task</i>	<i>Delivery Date</i>
Conduct Public Outreach, Solicit Comments	February 17, 2007
Present Draft to METRO Board	February 24, 2007
Revise Draft	March 17, 2007
Submit Final SRTP	April 14, 2007
Conduct Staff Training	May 15, 2007

4.0 EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria to determine qualifications for contract award:

Responsiveness to Scope and Schedule	30 points
Experience in public transit planning and surveying	25 points
Cost	25 points
References	15 points
DBE Participation	5 points

An evaluation committee comprised of District staff including the Assistant General Manager and the Purchasing Agent will review and rank proposals received.

5.0 PROPOSAL SUBMISSION

5.1 Project Understanding

Provide a narrative stating an understanding of the scope of work required, the consultant's approach and the products to be delivered. The District reserves the right to add or delete work items in combination with the consultant's proposed project during negotiation of cost and scope of work to be contracted.

5.2 Project Schedule

State the consultant's concurrent commitments and the ability to deliver products according to the Project Schedule.

5.3 Experience and Qualifications

Define the Consultant's general qualifications in public transit planning, especially regarding transit surveys and SRTP production. Demonstrate experience surveying Spanish-speaking riders, the ability to evaluate and compile survey data using valid statistical methods, to supervise contract labor and to deliver final products on time.

5.4 Project Team

Provide *resume* for key personnel who would be assigned to this project. Substitutions after contract execution would be permitted on an exception basis with written approval from the District.

5.5 Cost

Provide cost for the proposed work in a separate, sealed envelope. Bids shall remain valid for 90 days.

5.6 References

Provide names, addresses and telephone numbers for at least three clients for whom similar services have been performed to that proposed in this RFP.

5.7 Submit an original and five copies of your proposal response by the deadline to:

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

Proposals are due to the District by **Friday, August 11, 2006 at 5:00 pm** and become the property of the Santa Cruz Metropolitan Transit District.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR SHORT RANGE TRANSIT PLAN (06-03)

THIS CONTRACT is made effective on September 1, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Short Range Transit Plan

District has the need for a Short Range Transit Plan. In order to obtain these services, the District issued a Request for Proposals, dated July 11, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide a Short Range Transit Plan and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for a Short Range Transit Plan, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On August 25, 2006 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide a Short Range Transit Plan described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 11, 2006

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

Contractor's Proposal to the District for a Short Range Transit Plan signed by Contractor and dated August 11, 2006.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued July 11, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 11, 2006.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

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

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

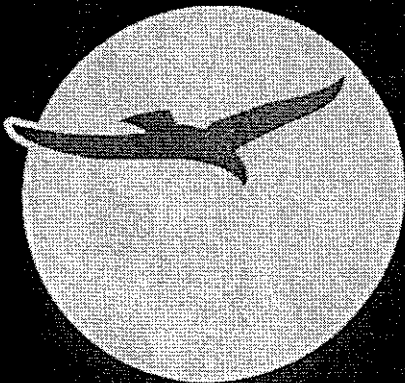
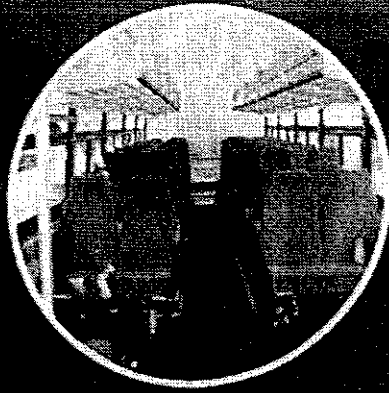
Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation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

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

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

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

EXHIBIT - B



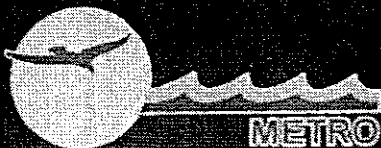
SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT
REQUEST FOR PROPOSALS

SHORT RANGE
TRANSIT PLAN

District RFP No. 06-03

Submitted to:
Santa Cruz Metropolitan Transit District

Submitted by:
Wilbur Smith Associates



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

AJM Consulting, (859) 431-3594: Onboard and Telephone Surveys; Data Collection

Sharon Greene & Associates (DBE), (720) 344-9321: Financial Analysis

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

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

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

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

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

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

Firm Name Wilbur Smith Associates

Signature of Authorized Official Marlene Connor, Director of Public Transportation

Name and Title of Authorized Official 

Date August 9, 2006

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

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

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

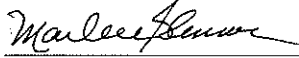
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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

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

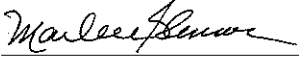
BUY AMERICA CERTIFICATE

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

Date: August 9, 2006
Signature: 
Company Name: Wilbur Smith Associates
Title: Marlene Connor, Director of Public Transportation

OR

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

Date: August 9, 2006
Signature: 
Company Name: Wilbur Smith Associates
Title: Marlene Connor, Director of Public Transportation

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

CONTRACTOR'S ADDRESS 900 Wilshire Blvd, Ste. 930, Los Angeles, CA 90017
 PROPOSAL AMOUNT \$ 97,815
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATON Expires 8/31/06
 SOURCE ** _____

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
	Financial Analysis	CUCP 04423	Sharon Greene & Assoc.	15,000	15%
TOTAL CLAIMED DBE PARTICIPATION				\$ <u>15,000</u>	<u>15%</u>

Marilee Simon
 SIGNATURE OF CONTRACTOR

August 9, 2006
 DATE

AREA CODE/TELEPHONE 213-627-3855

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

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

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

Cover Letter



August 9, 2006
Lloyd Longnecker
Purchasing Agent
110 Vernon Street Suite B
Santa Cruz, CA 95060

900 Wilshire Blvd, Ste. 930
Los Angeles, CA 90017
(213) 627-3855 Voice
(213) 627-3859 Fax
www.wilbursmith.com

Re: RFP 06-03 Short Range Transit Plan

Dear Mr. Longnecker:

Wilbur Smith Associates, Inc. is pleased to submit our proposal to conduct a Short Range Transit Plan and comprehensive transit study for the Santa Cruz Metropolitan Transit District (METRO). The team we have assembled for this effort offers the skills and experience to provide your agency with an outstanding, practical, and implementable transit plan.

WSA has been a leader in transit services planning with assignments covering issues pertaining to daily operations, strategic planning and policy studies, and management and financial assessments. In addition, our San Francisco based office has been actively working on assignments including the San Pablo Avenue Corridor Transit Study, the Solano County Transit Plan, which assessed Intercity service between San Francisco Bay and the Sacramento region, assessing market demands for a range of improvements, defining a series of strategies, and evaluating these strategies with the transit operators and the local communities. In a Short Range Plan for Eastern Contra Costa County WSA identified a series of service enhancements as well as supporting capital improvements for passengers and for maintenance and administration. An important component of that SRTP was the assessment of the finances which would be required to sustain the services.

Recently, we have added new staff to our transit team, including Marlene Connor formerly with Urbitran Associates who has recent experience working in the Santa Cruz community, serving as Project Director of the UCSC Comprehensive Transit Study which looked at ways to enhance services to the UCSC campus including those services operated by METRO. Ms. Connor's role on this assignment will be to serve as the Project Director, providing hands on participation in the study and working with our proposed Project Manager, Jim McLaughlin, who has also recently joined WSA. During the past few months Ms. Connor and Mr. McLaughlin completed the Bay Corridor BRT Feasibility Study for UCSC and are familiar with the services, the service area and many of the stakeholders.

Jim McLaughlin, our proposed Project Manager, will serve as the single point of contact for the client agency. He will be responsible for making sure that the WSA team members, and our subconsultants as well, meet their obligations regarding scope of work and schedule, and that the work performed and the deliverables meet industry standards/client expectations.

One of the most important challenges facing transit now and in the future will be how to find necessary resources to sustain the transit services which provide such a necessary component in maintaining a high quality of life, including offering a range of effective mobility options and choices for our diverse

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VI, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

EMPLOYEE-OWNED COMPANY

communities. Transit agencies are struggling with mandates for service, and with limited options to fund enhanced services. Financial issues will continue to dominate the agendas as transit agencies look to accommodate growing community needs and changes to federal and local funding programs. Therefore, we have added to our team **Sharon Greene and Associates**, a California based WBE, with extensive experience in the development of financing strategies for public transit agencies. Additional information regarding all of our team members is contained throughout the attached proposal.

We have also included **AJM Consulting** on the WSA Team. AJM Consulting is a consulting group specializing in three areas: transit surveys, transit service evaluation projects; and paratransit planning and operations.

Each of the firms that comprise the WSA team are companies in good financial standing. Wilbur Smith Associates is an employee-owned firm that was created in 1952 with over 40 offices throughout the United States and nearly 900 employees. Sharon Greene and Associates (SGA) was established in 1980 and is a certified Disadvantaged Business Enterprise (DBE) with offices located in Laguna Beach, California and Denver, Colorado. AJM Consulting is a proprietorship organized in 1996 in the Commonwealth of Kentucky. The proprietor of AJM is Mr. Andrew Mundew. Each firm in the WSA team can submit information documenting its solid financial standing should this information be required.

For your review, we have also provided a sample Subcontract Agreement in the Appendix of this document.

We look forward to the opportunity to work with you. For additional information or clarifications, please contact me at (413) 539 – 9005.

Please also note that we are in receipt of Addendum No. 1

Very truly yours,



Marlene Connor
Director of Public Transportation
Wilbur Smith Associates

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VI, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

EMPLOYEE-OWNED COMPANY

Project Understanding

Project Understanding and Work Plan

The WSA team believes we fully understand the goals of METRO regarding this SRTP and would be pleased to collaborate in its development with METRO staff to provide a plan for the riders, Board and citizens of the service area to move forward into the 2008-2012 time frame and beyond with a completed MetroBase, a renovated Pacific Station and a revitalized service plan based on more consistent and sustained financial components. At the same time, we recognize the need for appropriate financial constraint and will work with staff to balance the opportunities for growth with realistic financing.

We further believe this SRTP will be built upon augmenting and expanding existing partnerships and relationships, not based on re-engineering or re-construction. Thus, the experience of our primary staff in working with UCSC staff, most recently on the Bay Corridor BRT Feasibility analysis, will facilitate our ability to suggest alternatives for University services, including addressing excessive loading. Further, we have experience working with local stakeholders as part of the Bay Corridor planning, including presenting and discussing the various plan components with the METRO Board.

In addition, WSA staff has extensive experience working in the service area including a current analysis of traffic operations on the Highway I HOV widening project and we have the ability to call upon the resources within the firm in a number of relevant skill sets including facility design, TOD and innovative financing. Finally, Jim McLaughlin, when chairing APTA's Access Committee led the development of conference sessions and research papers in the area of options to manage the financial impacts of increased demand of ADA paratransit and is both familiar with the alternatives implemented in other locales as well as working with members of the disability community to discuss options and alternatives, such as the recently completed Paratransit Service Evaluation and Five Year Plan for the RTC in Reno.

In the following Work Plan we have focused on addressing specific points of significance and not overly stating the fundamentals of the SRTP process. The WSA Team knows what to do and how to do it. AJM has years of experience in the industry and has completed almost 50 surveys since 1996 and has provide us with quality data collection products in numerous prior assignments. SGA is also well known in the industry for skills in financial analysis and has also worked extensively with WSA and our staff. Lastly, the WSA staff has worked on a number of similar studies both in the public and private sectors and we pride ourselves in the ability to work closely and effectively with our clients and will meet your schedule on time and within budget.

Task 1 – Initiate and Administer Project and Evaluate Previous Transit Studies

We have a saying within WSA, “Whatever starts well, ends well” and thus we fully concur with the importance of a well planned project initiation process. This process would include the following elements:

- Review of relevant studies and data, similar to those contained in Section 2.2 of the RFP, prior to the “kick-off” meeting. To meet your project schedule, we would suggest that discussions regarding the review of these studies occur during the period between contract award and

finalization of the contract. That would give the WSA team the ability to be up to speed on this background information.

- An extensive meeting with the key participants from METRO staff, which provides an opportunity for initial collaboration, development of lines of communication, including the format for weekly status reports, and the direction METRO would give regarding working with the Interagency Technical Advisory Committee (ITAC) and stakeholder and public input.
- We would then recommend a meeting with the SCCRTC ITAC or ITAC members, if possible.
- Following these two meetings, the WSA team will be on-site for another 3-5 days and available to meet with representatives of AMBAG, SCCRTC, the affected unions and other stakeholders that might be identified. During this period, the WSA team will also familiarize itself with the operation of the service and the perceptions of some of the customers through drop-in sessions at key transfer points such as Pacific Station and the University. For paratransit information we would typically visit the call taking, scheduling and dispatch areas and then ride along on several trips. In addition, we would request the opportunity to meet with a group of drivers and supervisors, both fixed route and paratransit, to receive their observations and input.

As indicated above, we believe by combining the project initiation with the study review we create a firm foundation. Our experience has been that projects that are based on a firm foundation can more easily build towards a value added product. Further, that public perception can sometimes be more important to address than the analysis of data, since it is often the former that influences the potential for agencies to expand services and seek funding augmentation. Finally, we would reinforce the importance of frequent communication between our respective Project Managers, which will assure METRO understanding of the pace of our activities and the ability to adhere to schedule and will provide us with a point of contact to ensure the WSA team receives the needed feedback from METRO during the SRTP process. Our goal is to be an extension of your staff, moving through the process in a way that will transfer knowledge and ability to perform subsequent updates.

Products: These will include a brief technical memorandum describing the results of our initial evaluation, including any specific issues we believe need to be addressed, a format for the Weekly Status Report. In addition, we will work on site to collaborate on the development of materials for the initial round of meetings.

Task 2 – Collect and Analyze Data

The WSA will work with METRO staff to ensure that the on-board origin-destination and attitudinal survey, as well as the non-rider survey are conducted prior to the October 17 date contained in the RFP and that we report the survey results by November 4, 2006. As mentioned previously, Andy Mundew has extensive experience in conducting survey and data collection. In addition, the WSA team has worked with numerous clients to develop survey techniques and instruments that are targeted towards the goals of the client in assembling and reviewing these

data. The AJM practice is to use staff as supervisors and to hire surveyors from temporary employment agencies. The firm's experience is this practice results in the ability to gauge the work force and maximize the value of the data collection.

In general the surveys include, but are not limited to:

- Demographics, for total ridership and by route
- Current rider patterns and frequency
- Economic viability of transit
- Rider attitudes towards current services
- Service needs
- Ratings of service characteristics

This market segmentation analysis also contains information on what types of users are riding each route. This information would be obtained through the sample surveys on the routes themselves. Surveyors would ride with drivers and request that respondents fill out and return a short survey.

The following subtasks describe a potential approach based on our prior work.

Survey Development & Review

The WSA team, in close coordination with METRO staff, will develop the survey instrument. The questionnaire content will be based on the team's many years of transit experience, but will be customized to the local situation, and is derived from three sources:

- Discussions with METRO staff and local stakeholders;
- Observation of the system;
- The consultant's experience in designing surveys in similar systems.

The onboard questionnaire will likely include the following content:

- Passenger Satisfaction/Attitudes:
 - Ratings of various aspects of service quality
 - Desire for specific service improvements
 - Opinions of advertising/wrapping program
 - Potential for increased ridership among current users
- Origin and Destination Information:
 - Start point/end point at level of zip code and/or neighborhood
 - Route used
 - Transfer activity
- Transit Use Characteristics of Passengers:
 - Ridership frequency
 - Trip purpose
 - Transit use history
 - Fare paid/fare media
- Demographic Passenger Profile:
 - Gender
 - Age
 - Income

- Employment status
- Vehicle ownership/availability
- Other issues determined to be relevant by staff and the research team.

The initial draft questionnaire will be developed by the consultant team and presented to METRO staff for review. Based on feedback received, the survey will be reworked to incorporate any modifications. A final draft will then be prepared.

On-Board Survey Administration

The questionnaire itself will be self-administered, and will be printed on card-stock so that riders can complete it without a hard surface to write on. Pencils will be provided to those respondents who need them, and questionnaires will be numbered serially and careful records kept of the routes on which they are completed. This helps correct some of the otherwise erroneous information riders often provide concerning route number or names, which are often illegible or misspelled, or a number is not remembered correctly.

The methodology for administering the survey will be based on a scientifically sound sampling plan and data collection techniques, designed to create a reliable and representative depiction of the characteristics and travel patterns of METRO passengers. The consulting team will conduct onboard surveys during one or more weekdays. Spanish versions of the survey will be available.

Survey Sample Size

We propose to sample each route and service proportionately, and that we seek to provide survey instruments of 50% of daily ridership as a total sample. This approach has the advantage of reaching transit users directly, ensuring that all routes and services are represented. Sample selection is a critical task in ensuring that the data collected accurately represents the METRO transit riding community as a whole and provides information about individual routes.

It is not possible to predict with exact precision the number of surveys that can be completed in an onboard survey, since ridership figures and passenger participation rates during the survey period are not known in advance. Nonetheless, experience allows us to approximate the sample size. Data supplied by METRO will provide typical daily ridership levels for all routes and services. Cooperation rates (willingness of riders to complete a questionnaire, and literacy rates that allow them to do so) vary. In a recent onboard survey completed for the City of Raleigh, the consulting team received an astoundingly high cooperation rate of over 40 percent. We generally assume a more conservative cooperation rate than that, and apply it to expected ridership levels.

Survey Staff and Scheduling

We propose to staff the survey effort with members of the study team, as this is expected to be a sample survey. Our team has extensive experience in performing and supervising survey efforts. We will work with METRO to develop a specific implementation schedule, and perform the surveys over the course of one week, concentrating on Tuesday, Wednesday, and Thursday, which are typically the strongest in terms of ridership levels.

Survey Packet Preparation

For each run to be surveyed, a complete survey packet will be prepared and issued to the surveyor in a canvas bag.

Packets will include:

- Serially numbered survey forms
- Log forms
- Survey supplies including golf pencils, labeled envelopes for separating routes, rubber bands and any other necessary supplies.

Log Form Preparation and Reconciliation

We utilize a system of log forms to document the survey progression and measure response rate. Prior to the initiation of the run, the log form is completed to show the route that will be served and the serial numbers of survey forms issued. During the run, the form is used to record any problems or unusual circumstances. At the end of the run, the log form is reconciled with the returned survey forms (complete and unused) to determine the response rate. Where a run may be inter-lined to serve more than one route, the log form allows for separate recording of information and bundling of survey forms each time a new route starts.

Onboard Data Collection

A survey form will be offered to every boarding passenger and every effort will be made to secure a high level of cooperation. Occasionally, there are individuals making short trips who are unable to complete their form. One way of dealing with this situation is to give these individuals the option of returning it to the driver on their next bus trip. Detailed record keeping practices and serial numbered surveys will allow the survey team to track these returned surveys to their original route number.

Data Entry

The consultant will specify the layout of the data files. Data entry will require a key-entry process because it is not practical to use scanning techniques on a moving vehicle on which stray marks corrupt scanned data. It is possible that data entry will also be performed by temporary staff, depending upon their qualifications.

Data Summary

The final step in the survey process is transforming the raw data into a format that will be useful to the consultant for our work in subsequent phases, and will also be understandable and helpful to the client in providing a picture of rider characteristics and travel patterns.

This summarization will include tables and charts showing the responses to each question on a percentage basis. Data will be presented for individual routes as well as for all of the routes taken together.

Responses to any open ended questions will be compiled and made available as well. Information received on passenger origins and destinations will be grouped geographically and presented as trip pairs, and the most common trip pairs will be listed.

Phone Survey

An additional component of the data collection component, as outlined in the Request for Proposals, is a County-wide telephone attitudinal survey. Similar to the on-board survey conducted aboard METRO buses, the county-wide survey would ask both users and non-users for their opinions concerning the METRO service. The phone survey will seek to assess the level of support for and perceptions of the services provided by METRO.

We would like to note, however, that in recent experience, telephone surveys have in many cases become less effective tools for soliciting public opinion. With the advent of the National Do Not Call Registry and a growing reluctance among residents to answer unsolicited phone surveys, this tool has offered less success than in years past. Therefore, we would suggest consideration of alternative survey instruments such as direct mailings or Internet/on-line surveys, which in many recent examples prove more comprehensive and capable of targeting certain populations, with only a moderate intrusion on the residents at home. We would be willing to discuss these and other alternatives.

Products: The WSA team will first work with METRO to develop the survey instruments and administer the surveys by October 17, 2006 and then deliver the results by November 4, 2006.

Task 3 - Existing Data – Produce Maps, Charts and Tables

WSA has long been recognized as being at the forefront of analytical analysis and model development. From a public transportation perspective, the increased use of local GIS systems with local public transportation data has proved the opportunity for us to create a range of tools and technologies that include the usual comparison of demographic data (low income, car ownership, etc.) up to a Transit Ridership Optimization Tool that amalgamates all the data regarding potential transit use and then incorporates the data regarding existing transit services to estimate potential ridership and identify areas that are underserved.

Based on the update nature of this SRTP, it appears that a more basic approach to demand estimation may be most appropriate. However, if staff were interested in discussing the potential for the use of the Transit Optimization Tool, we could cost out that alternative and provide additional information regarding the benefits of that analysis.

Our work will include presenting the demographic information in an aggregate “transit score” format which would include:

- Population density
- Percentage of population under the age of 18
- Percentage of population over the age of 65
- Median household income
- Per capita income

- Percentage of the population living below the poverty level
- Percentage of zero-car households

Typically, the values for each of these variables are organized by Census tract. For each variable, the values are arranged into categories of values using the quantile classification method of GIS analysis. For this analysis, all variables are divided into five classes. All of the values in each category (class) are then given a 'score' between 1 and 5, where 1 is low expectation of success and 5 is high expectation of success. Then, all of the scores are added up for each variable inside a geographic unit to give a total transit score. Seven variables are evaluated, so a score close to 35 means that a geographic unit has a high expectation for transit success; a score close to 7 means that there is low expectation for transit success. Transit scores are then mapped by geographic unit and quantile classification to show where demographic and socioeconomic variables lend themselves to potential transit success.

In addition to the demographic information, we will also present current service information based on historic trends and other performance measurements of efficiency and effectiveness. To complete this analysis, and upon notice to proceed we will prepare a data request list which will include the following information:

Service Characteristics/Level of Service Data, including:

- Type of service
- Service structure/Service area
- Reservation requirements (if demand response)
- Routes, schedules, headways, span of service, and areas of coverage (demand responsive)

Capital Inventory & Vehicle Utilization Data, including:

- Information on vehicles (system vs. non-system vehicles, type of vehicle, age, mileage, vehicle condition, etc.), and radio and computer equipment and other IT equipment available.

Operating Characteristics, such as:

- Daily miles and hours of service provided
- Ridership, by route or service type
- Daily paid driver hours

Fare Policy, including:

- Fare structure
- Statistical information on fares (types, how many of each purchased, etc.)

Client or Rider Information, including:

- Eligibility Requirements
- Consumer Characteristics

Financial Data, including:

- Operating budgets and cost data, sufficient to define operating, maintenance, and administrative costs
- Breakdown of personnel by functional area
- Funding by source, including fare revenues
- Grant management policies

Contract Information, including:

- Operational management contracts, if any
- Service contracts with member or non-member municipalities or agencies, if any
- Labor agreements

Marketing Information, including:

- Marketing plans
- Marketing and advertising materials
- Marketing staff responsibilities

To complete this analysis, we will measure financial and productivity results for each bus route in the system. Diagnostics provides a means to gauge the performance of each route as compared to the system average. Route Diagnostic analysis treats each route as a separate operating entity, in order to place the system into a competitive environment and review each route on its own merits. As a result of this analysis we will be able to identify routes that are operating at lower standards than the rest of the route network. Routes will be placed into ranking categories (by percent of system average) and an ordinal ranking will be developed to provide a composite of all route diagnostics. The following categories will be utilized for route diagnostics.

- Farebox Recovery – This indicator measures the amount of individual route cost that is covered by patron fares. This contributory measure presents each route based on ridership as compared to service level.
- Passengers per Hour – This analysis tool balances route level ridership with the amount of service (in platform hours), for each individual route in the system. This productivity measure allows comparison of routes based on balanced performance measures.
- Passengers per Mile – This indicator is an efficiency rating to determine how many boardings each route maintains compared to the length of the route.
- Net Cost per Passenger – This indicator will compare MTD routes based on the net operating cost and ridership levels that each route is able to maintain. Net cost refers to costs after passenger fares have been taken into account. Overall cost is placed on a per passenger basis to present the effectiveness of each system route.

The results of the service analysis would be used to analyze individual route performance and within route segments (where applicable), to analyze performance, to review ridership by time of day, and from this, to identify the strengths and weaknesses of each element of the system as well as the overall system design.

In addition to the above information, the WSA team will work in conjunction with METRO staff to produce a scalable system map for METRO publications. We will again draw upon the broad base of skills of the WSA team to develop a map that incorporates the important system attributes and is valuable to many groups, including riders, policy makers, business and tourist groups, etc.

Products: The results of this task will include the demographic and service information as well as the system map.

Task 4 – Develop Goals, Objectives and Performance Measures

This task will begin with a review of existing goals, objectives and performance measures and the development of a peer review group. In our experience, peers that are limited strictly to similar population, service area and fleet size are often too limiting. Thus, we tend to include some non-traditional concepts such as funding sources, in this case, presence of a university, geography and climate. However, since this comparison is often an important area for Boards and media to review, we would work closely with you to create this peer review group. This technique has worked successfully for the WSA team on numerous Management Performance Reviews and we have explained and presented peer findings at many meetings for many agencies.

While reviewing the existing information, we will also present a few performance measurement concepts for METRO staff to consider. WSA staff has had the opportunity to participate in the TCRP G-6 Study, which looked at updating the industry perspective on Transit Service Performance Measurement. The project looked to enhance the traditional measures of passengers per mile and passengers per hour, with some more qualitative measurements of performance related to customers and community access.

In addition, while working on TCRP Report B-25, Guidelines for Evaluating, Selecting and Implementing Suburban Transit Services, WSA staff reviewed the policies and practices of over 30 transit properties around the country that ranged from stringent adherence to established standards to maximum Board flexibility in shaping services. As part of that review we formed some opinion about what we believe may be some hybrid or modified concepts that could work for Santa Cruz, as well as other areas and we would want to discuss those with you.

In addition to the development of Goals, Objectives and Performance measurements, we believe that these programs are only part of the story for transit agencies. In addition to establishing the measurements, the development of a regular monitoring and evaluation program will enable the staff to keep accurately informed as to system performance and where changes may be required over time. We will work with the staff in the development of a monitoring and service evaluation program as part of this task.

Products: The deliverable for this task will be Board approval of the Goals, Objectives and Performance Measures, scheduled for October 28, 2006.

Task 5 - Develop and Evaluate Financially Constrained Service Alternatives and Recommend a 5-year Operations Strategy.

From a financial perspective there are a number of uncertainties that could negatively impact the funding of public transportation including the failure to pass the upcoming state referendum and the potential need to reallocate transit funds to replenish the highway account at the federal level. Conversely, with the price of fuel remaining high and the ridership increasing around the country there could be good times ahead, but as indicated in the RFP when you are relying on a sales tax based economy many exogenous factors can influence the availability of funding.

Sharon Greene has extensive experience in funding and finance and will explore realistic alternatives from federal, state and local perspectives. Both Sharon and Marlene Connor are currently involved in the APTA reauthorization process, which is relevant since SAFETEA-LU ends in 2009 which could impact this SRTP update. At a minimum, we know that there will be some effect of the formularization of JARC and the New Freedom Initiative, as well as uncertainties regarding the future of Small Starts, which could constrain the potential for BRT service in the greater Monterey Bay area. In addition, due to the critical role the Pacific Station hub plays in the service plan, we will review current redevelopment funding plans and will also review the MetroBase plans and determine potential impacts of these major projects on funding during the update time frame of 2008 – 2012.

We would further recommend that you task the WSA team to review the current funding relationships between METRO and UCSC. We believe that METRO and UCSC have a number of points of linkage that could be solidified through agreements that could balance additional funding with provision of services and ancillary activities.

As indicated in the RFP, SGA will also evaluate other potentials to consider more consistent sources of funding than reliance on sales tax revenue, including any that might be generated from the District's ability to sell bonds, condemn properties and execute agreements with other agencies.

Based on the information gathered in the previous tasks, the WSA team will analyze the potential to modify or expand services. Among the operating strategies that could be proposed for adjusting the fixed route network are route simplifications to eliminate duplications, short-turning of routes to eliminate underutilized sections, revisions to route pairs to improve through-routings, elimination of unproductive segments, changes in headways in peak and off-peak periods to match services and demand, modifications to service hours for evening and/or weekend services, adjustments in running times to improve on-time performance, deadhead modifications to reduce the ratio of service hours to vehicle hours, better schedule coordination, new services in outlying areas and service increases based on anticipated demographic factors.

With regard to paratransit services major cost impacts are typically caused by the eligibility and certification process, providing services outside the ADA service area, operating more hours than required by the ADA, as well as the efficiency of the call taking, scheduling and dispatching process, the ability to effectively deliver service and the amount of cancellations and no-shows. Based on the anticipated demand for more senior related services and the fact that people are living longer, it is logical to assume increased demand for ADA paratransit and the development of other mobility options. The WSA team will explore the increase in demand and provide alternatives for METRO staff consideration.

As indicated in the RFP the peak pullouts have already been reduced by 15%, so the service provided today has been previously trimmed. However, we know from our prior work that congestion is increasing both in the core area of downtown and into and out of the UCSC, thus the service plan needs to consider both the effects of congestion and any mitigations that might be gained by construction projects implemented in the 2008-20012 time frame.

This is another task where we will work closely with METRO staff to ensure the assumptions are logical and the alternatives are sound.

Products: The draft Five Year service plan will be based on the work done in this task.

Task 6 – Incorporate Capital Plan

It would appear that the combination of the building of the MetroBase, the modifications to Pacific Station and the implementation of the ambitious fleet upgrade which began in 1998 and will continue through the elimination of diesel buses by 2010, has the potential to fully commit the anticipated capital component of the SRTP update. However, the WSA team will review the existing fleet, equipment and facilities assumptions and schedules and work with METRO staff in evaluating the individual items that comprise the capital plan. We will identify a capital program which can support the operating plan as it is developed.

Product: The draft Five Year capital plan

Task 7 – Develop and Circulate the Draft SRTP

Product: By December 16, 2006 the WSA will have merged the products from the prior tasks into the draft SRTP, which will be revised, based on initial comments and circulated for public comment by January 13, 2007.

Task 8 – Evaluate METRO Web Site

In today's high tech environment, the internet is widely used as a regular means of communicating and access information. Entities which ensure that the information which they are portraying to customers is easy to understand and in a easily accessible format, find that this can be an extremely efficient way to communicate with significantly higher percentages of the population and therefore increase their market potential. It is our responsibility as transit professionals to ensure that transit information can be distributed to the widest possible network of potential users.

We will review and assess the METRO website, and recommend changes where appropriate to enhance how information is communicated to the community. WSA has IT staff that can assist if appropriate in identifying techniques which can enhance the usability of the MTD website.

Product: Summary Report of website review and recommendations

Task 9 – Conduct Outreach and Hold Public Meetings

Addendum 1 indicated that a minimum of two public meetings will be held to solicit input from the public. WSA staff has extensive experience working with affected agencies and community groups and will work with METRO staff in developing a thorough outreach process to ensure input is received from a number of stakeholders.

For example, the RFP indicates that METRO serves four distinct areas, Santa Cruz, including the University, Watsonville, Capitola and Scotts Valley. Thus, it would appear that outreach to the area north and east of Santa Cruz as well as within Santa Cruz would be required, especially to receive input regarding new or expanded services to the outlying areas.

We would also suggest use of the METRO web site to receive comments and other existing avenues of communication from communities, agencies, etc.

This task will also include presentations to the METRO Board and the SCCRTC ITAC during February 2007.

Products: The outputs from this task will include a public participation plan and the inclusion of public comments and responses into the SRTP.

Task 10 – Train METRO Staff on Subsequent SRTP Updates

In reality the WSA team anticipates that training the METRO staff will occur incrementally during the SRTP process, but will be heightened during the end of the process when source files will be documented and transmitted to METRO staff.

The WSA team will be available to answer questions or provide additional communication regarding the above tasks and subtasks and achieve completion by May 17, 2007.

Task 11 – Publish Final SRTP

The above tasks will include iterative updates of the draft plan which will be assimilated into the final SRTP which is scheduled for submittal on April 14, 2007.

Project Schedule

Project Approach and Schedule

Achieving this project's objectives, both from the approach and schedule perspectives requires a team that recognizes the myriad of issues relevant to both METRO and the greater regional community. In considering short-term transit needs and opportunities and, in particular, how those needs and opportunities work in order to create a sustainable financial base, the WSA team is convinced that the objective of all transit services must be to effectively meet changing mobility needs, taking into account a full array of alternatives.

The first element of WSA team's approach to this SRTP is to assign individuals with a range of expertise and experience in leading projects of this nature. Our team, whose individual resumes as well as firms' descriptions and relevant background can be found on the following pages, offers all of the factors critical to success, including technical expertise; senior leadership, and experience with the study objectives, issues, and location. We emphasize an interactive approach in order to obtain support for the effort, and to develop realistic plans that can have a strong base of support for implementation.

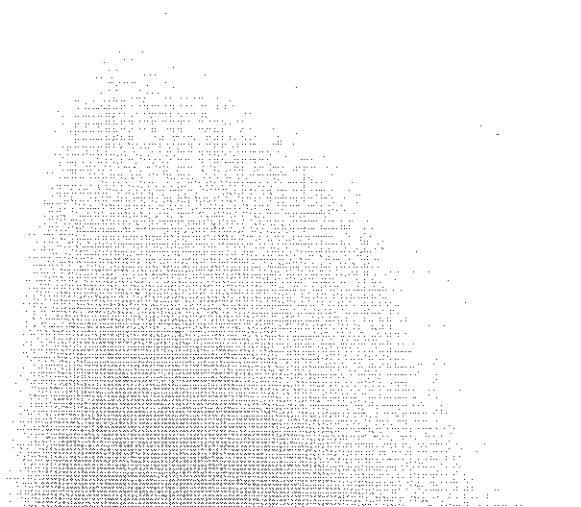
Adhering to schedule and scope, including coordination, review, and approval of all elements of project progress, will be critical to the successful completion of this project. Within the RFP document, a specific schedule was laid out including project deliverables and milestones. WSA and its team members have an outstanding record of such adherence on projects of a similar nature to this one. Moreover, the team has a commitment to delivering quality products both on-time and within budget. We achieve this mission by maintaining monthly project management forms linked to our financial recordkeeping systems, and by working closely with our clients at all steps in the study process.

In keeping with our understanding of the schedule as defined in the RFP document, we understand and concur with the schedule as proposed. In our view there are four important dates in the schedule:

1. Project Initiation – In order to finish on time, the project must start on time. Thus, we will both need to work on the contract completion and scheduling of the kick-off meeting as soon as practical following contract award on August 25.
2. Develop, Conduct and then Report Survey Results – These three dependent tasks and proposed dates of September 30, October 17 and November 4 must be maintained in order to build the remainder of the study from the survey results.
3. Report Service Development Alternatives – This key deliverable due November 30 will drive the subsequent review dates including the ability to receive public input.
4. Present Draft to Metro Board – Meeting this February 24 date with a good product will facilitate Final SRTP submittal on April 14.

All key project staff have the time availability to meet the above key schedule dates and WSA project management working with METRO staff will ensure the schedule is maintained.

Experience and Qualifications



Experience and Qualifications

The successful completion of this Short Range Transit Plan requires an experienced consulting team with a diverse technical background. In recognition of the requirements of this assignment, **Wilbur Smith Associates**, together with **Sharon Greene Associates** and **AJM Consulting**, will provide a team of experienced professionals that have dealt with the same issues facing the Santa Cruz MTD in similar areas throughout California, as well as the rest of the country. Our team possesses the technical skills and transit experience to provide resourceful and realistic results which can be readily implemented. We provide a staff with extensive transit planning and operations experience. Our technical studies have covered such topics as implementation plans, route and schedule analyses, demand forecasting, transit development planning, fare studies, and market and survey research. The team's approach emphasizes active local participation, management by senior personnel, and the use of the most current practices and innovations in the field, all leading to the development of comprehensive and implementable programs meeting the needs of our clients.

Wilbur Smith Associates has a reputation for being an experienced, objective transit planning firm, nationally known and respected by transit operators. We are an international consulting engineering, planning and economics firm organized in 1952. In 2002, WSA celebrated 50 years of service as a leader and innovator in the transportation and public infrastructure industry with expanded capabilities covering a broad range of other functional areas. WSA has a depth of transit, land use and transportation planning experience and multidiscipline capabilities. WSA is about helping our clients develop real, implementable projects that meet their vision. WSA has a strong commitment to work in California, with a staff based in San Francisco and in Los Angeles, as well as over 50 offices nationwide and overseas.

WSA is a leader in data processing and analysis. Each WSA office maintains a rich set of data sources from government and planning agencies as well as national survey databases including the US Census, national household travel surveys, and the American Travel Survey. Regardless of size, format, or software required, WSA has the capacity to process and analyze necessary data efficiently and effectively.

The major strength of the WSA team is in depth technical expertise in transit systems, design, implementation and finance. As mature technical workers and managers, we further understand the bridges connecting these capabilities. We also offer overlapping skill sets in transit design ability among the team members- a fact that will ensure adherence to project schedules.

Sharon Greene and Associates (SGA) was established in 1980 and specializes in transit financing, transit system operations analysis and strategic financial model development and analysis. SGA brings a strong background in transit finance, including the development and analysis of financial models for transit agencies including but not limited to the Jacksonville Transportation Authority, Utah Transit Authority, Central Florida Regional Transit Authority, Valley Metro Rail (Phoenix), and the City of Albuquerque. Additionally, SGA also offers its extensive experience in working with agencies across the country and internationally in identifying an expansive range of traditional and innovative funding sources and financing strategies. SGA's experience in transit system operations includes: performing the day-to-day planning requirements of working within

an agency; conducting peer system analyses to evaluate a transit system's operational and financial performance and efficiency compared to similar transit systems; developing short and long range transit plans and incorporating results into a long range financial model; and conducting bus operation and financial analysis to support major corridor investment studies. SGA has also worked extensively with management and staff of key agencies including the Federal Transit Administration, Federal Highway Administration, and Federal Railroad Administration. Through its extensive involvement at these various levels of government, SGA is well respected by staff and management of key transportation agencies and has in-depth knowledge about major issues of importance to various cities and states across the nation.

As an active member of the boards of key transportation organizations including American Public Transportation Association, Transportation Cooperation Research Program, and Transportation Research Board, Sharon Greene brings to the firm and to each agency she is involved with, her extensive knowledge and involvement in shaping transportation policy and in developing and implementing innovative approaches to transportation infrastructure issues. Sharon's involvement with these organizations also provides quick access to the extensive data resources available from each organization.

SGA is a certified Disadvantaged Business Enterprise (DBE) with offices located in Laguna Beach, California and Denver, Colorado.

Located in Taylor Mill, Kentucky, **AJM Consulting** is a consulting group specializing in three areas: transit surveys, transit service evaluation projects; and paratransit planning and operations. Founded in 1996 by Andrew Mundew, the firm is committed to the provision of services which meet the client needs and result in client satisfaction. Satisfied clients are AJM's most prominent tool in developing additional clients and repeat business.

Efficiencies in terms of time and budgets are of the utmost importance to transit agencies. AJM has developed numerous techniques and methodologies to meet these objectives for transit surveys. These include quality control procedures in the preparation for and the conduct of the survey. Survey databases not subjected to appropriate quality control are of little value. These procedures include surveyor training and professional supervision. AJM also has developed a flexible database and works with clients to provide summaries that will best meet their objectives.

Spanish Language Experience

The WSA Team that we are proposing for this project has extensive experience in gathering ridership input from both English and non-English speaking respondents.

While with Urbtran Associates, both Ms Connor and Mr McLaughlin conducted Spanish language survey data in communities ranging from New York City to Victorville, CA. Many of these survey efforts were lead with the assistance of AJM consulting. The skills required include the ability to develop a document which is accurate and appropriate for the data which is being targeted as well as ensuring that the data is included as part of the resulting analysis. Also, in the recently completed Comprehensive Paratransit Plan for Reno/Washoe County, Nevada, one of the tasks included was a mail out/mail back survey, prepared and completed both in English and Spanish.

Another proposed member of the WSA Team, Elizabeth Cruz, a transportation planner in WSA's San Francisco office, has Spanish-language experience as well. For example, as a team member of the San Rafael Canal Neighborhood Community-Based Transportation Plan project, Ms. Cruz was very involved in the community outreach processes as a bilingual-translator (English-Spanish). She assisted with the translation of informational materials and facilitated discussions during the community outreach workshops.

In addition to WSA's Spanish-language experience, AJM Consulting has experience working with Spanish speakers as well. AJM has conducted its work for transit agencies with diverse populations and are familiar with specific tools and techniques to successfully conduct on board passenger surveys in Spanish, the most recent example for Orlando, FL. Other relevant Spanish language survey efforts include a 2002 project for New York City.

Selected Project Descriptions

Following are descriptions of several of the teams' most relevant projects.

Wilbur Smith Associates

Bay-Mission Corridor BRT Feasibility Study and Preliminary Conceptual Plan: Ms Connor was the Project Director for the Bay Mission Corridor BRT Feasibility Study. This study was conducted on behalf of UCSC and the City of Santa Cruz to develop a preliminary feasibility analysis of BRT options for the Bay/Mission Street Corridors — segments heavily utilized by SCMTD buses serving the campus. The study area includes the Bay Drive/Street corridor from Bay/California north to the campus entrance and continuing up to Hagar/Coolidge, as well as Mission Street from Bay/Mission east to Mission/Walnut.

Elements of the study included a technical analysis of right-of-way needs; future traffic level-of-service impacts at key intersections; the identification of opportunities and obstacles to implementing various BRT applications such as queue jump lanes, signal prioritization, intersection improvements, changes in transit stops, changes in access issues to side streets within the corridors, etc. The study included a review of how BRT applications would integrate with other modes including bike/ped and other local and regional transit services. The product of the study was the development of a Conceptual Plan.

E-BART AA EIR EIS: The San Francisco Bay Area Rapid Transit District (BART) is planning to extend its services eastward through the communities of Antioch and Brentwood, California, and beyond. Because this corridor does not appear to have sufficient development density and corresponding patronage potential in the foreseeable future to warrant the expense of a full heavy-rail BART extension, the District previously undertook a study, headed by WSA, to evaluate alternative "lighter," more cost-effective technologies and to focus on a recommended alternative. This study led to the choice of a diesel multiple unit (DMU) technology for the extension (known as eBART).

The BART District subsequently selected WSA to manage a large multidisciplinary team in the development of an Environmental Impact Report and Environmental Impact Statement (EIR/EIS) document, as well as to conduct the transportation planning technical work required to support both the ridership development plan and the EIR/EIS. WSA will also coordinate the integration

of the EIR/EIS effort with the Preliminary Engineer effort to be conducted by BART Transit Development Services (TSD) and their consultants.

This complex work effort, currently underway, will consist of the 20 discrete Tasks, some of which WSA will lead and others of which WSA will provide support, as well as overseeing the whole process.

Tasks which are being led by WSA include:

- Project Management
- Scoping of Alternatives
- Definition of Evaluation Criteria
- Ridership Forecasting
- Alternatives Screening and Evaluation
- Development of Operating and Maintenance Cost Estimates.

WSA's biggest technical efforts, however, will be in preparation of the required Transportation Element of the environmental document, and in supporting BART in the development of a Ridership Plan, which will expand on WSA's analyses undertaken in the early study to evaluate alternative technologies. The latter task will include patronage forecasts for a range of land use and access scenarios to be defined by BART, and will be undertaken for both DMU and bus rapid transit (BRT) alternatives. The patronage forecasts will also be used to support BART in the development of an operations plan, which will establish the weekday and weekend levels of service in term of service hours and frequency. The RTC rail simulation model will be used by WSA to develop realistic running times and operations plans for the eBART service. For BRT a system routing plan will be developed to explore the ability of BRT to provide local service prior to entering the BRT busway. WSA will also define the vehicle requirements of each operating plan in terms of the types and numbers of vehicles.

Greer Transit Development Plan: The Greenville Transit Authority contracted with Wilbur Smith Associates to lead the planning effort to examine transit needs and the possibility of expanding service in the Greer area. Working with Sprague and Sprague Consulting Engineers, WSA conducted a demographic and socioeconomic analysis to identify potential markets for transit service. A GIS environment, using ESRI's ArcView GIS to identify characteristics of the Greer area with regard to population, employment and household density, was used to determine areas that could be supportive of transit.

An extensive community involvement program was a major component of the analysis and included: personal and telephone interviews with local officials and stakeholders; employer interviews and a focus group session; human service agency interviews and two focus group sessions; two public forums and a public survey. The survey, administered in both Spanish and English, generated over 300 responses in drop boxes placed in nine strategic locations throughout the city.

Based on the input received, trip-generators and trip-attractors were determined. Four service alternatives were presented:

- Fixed Route Service
- Demand-Response Service
- Point-Deviation Service
- Voucher System (Private Taxicabs)

Service alternatives were compared based on potential ridership, benefits and costs. The Consultant team recommended the Point-Deviation Service alternative including a suggested implementation plan and an assessment of potential funding sources.

Regional Transit Connectivity San Francisco Bay Area: Many mature transit systems in the U.S. still suffer from a lack of adequate connectivity during the “last mile” of the trip. Transit patrons with choices as to mode value the convenience of “platform-to-platform” transfers when selecting a preferred mode or route. The San Francisco MTC and other transit properties across the country are beginning to address the impacts on overall transit ridership and the ability to attract new system riders as a result of this shortfall in convenience to patrons. In February 2005, WSA was selected by MTC to conduct a study to address this problem. Like many other large urbanized areas, the San Francisco area is served by many transit providers, each with different objectives and measures of effectiveness. During this study, which is just now underway, WSA will investigate a variety of transit rider “hub preferences” and compare these with transit “operator preferences” to determine needed system improvements. WSA will use a number of cutting-edge approaches to get to the source of transit patron choices, including a thorough evaluation of the MTC’s transit hubs. This study will focus on customers, their insights and perceptions, field observations of transit patron behavior and choices, technology improvements to provide better trip planning information and “wayfinding”. Finally, the study will study and recommend improvements to connect patrons to transit at the beginning and end of their journey. Several similar studies are underway or contemplated in other large urban area as transit agencies across the country seek to improve patronage on existing service without major capital investments in new facilities.

Charleston Area Regional Transportation Authority (CARTA) Routing Study: The Charleston Area Regional Transportation Authority (CARTA) has contracted with Wilbur Smith Associates (WSA) to conduct a comprehensive assessment of existing CARTA fixed routes to determine appropriate modifications. The Charleston area is facing significant transit challenges, including major traffic congestion, a rapidly increasing population, and changing travel demand patterns. However, CARTA will be receiving a portion of the proceeds of a new county half-cent sales tax, and desires to use these funds in the most efficient and effective manner possible.

To develop the information needed to suggest routing changes, WSA is performing a thorough operational analysis of all existing CARTA routes. This information will be combined with the results of an examination of current regional travel demand patterns. In addition to these objective analyses, a critical component of this effort is the gathering of subjective data in the form of stakeholder input, input from CARTA passengers and vehicle operators, and concerns expressed by the general public. An additional focus area revolves around determining how major downtown institutions (such as the Medical University of South Carolina and the College of Charleston) and CARTA can work together to more effectively serve major downtown destinations.

The end result of this study will be a Service Improvement Plan that details new route alignments, recommendations for the span and frequency of service for each route, recommended bus stop spacings, estimated route travel times, connections to other routes, recommended type and size of vehicle for each route, and operating and capital costs.

Marin Community Based TP: The CBTP program is a collaborative process involving residents of low-income and minority communities, community and faith-based organizations that provide services within these communities, transit operators, county congestion management agencies (CMAs), and MTC. Each planning process involves a significant community outreach component to engage the direct participation of residents. The outcome of the planning process is a community-based transportation plan that includes locally identified transportation needs, as well as solutions to address them. Solutions may include expanding fixed-route transit or other transportation services, such as shuttles, bicycle options, or auto-oriented alternatives. In some cases, new capital improvements, such as bus stops, benches, shelters, or other enhanced amenities may be identified. Funding opportunities are explored to support the solutions, and an outline for an action plan to implement them is developed.

San Diego Independent Transit Review: San Diego County voters approved a \$14 billion sales tax funding to improve transportation (TransNet). While the Metropolitan Planning Organization SANDAG had recently adopted a 30 year transportation improvement plan (Mobility 2030) its adoption preceded adoption of a regional land use and comprehensive plan. To ensure cost effective and smart investment of transportation dollars, TransNet required that SANDAG conduct an independent review of the light rail transit, bus rapid transit, enhanced bus, conventional bus and commuter rail improvement plans. WSA was retained to review the proposed Mobility 2030 investment in public transit improvements, assess their relationships to the new comprehensive land use plan and "Smart Growth" Plan and to identify how bus rapid transit (BRT) concepts could be phased in to provide some immediate near term benefits to congested highway corridors.

Specific focus was given to three near term transit improvement corridors as well as to land use policies. One of the focus corridors, Mid Coast, envisioned development of a new light rail transit line adjacent to Interstate 5. Could BRT provide near term benefits until the light rail system is completed and if so what form of BRT would be most cost effective? Could it encourage Smart Growth in advance of the light rail service? A second corridor, I-15 Managed Lanes, envisioned BRT service operating in lanes shared with HOV's. How might the BRT service operate and how best to provide access to the median bus lanes? The third corridor, San Diego State University, envisioned BRT service with some exclusive lanes and some shared lane operation. How could the plan be improved and implemented in stages?

Solano County I-80/680/780 Transit Corridor Study, California: In concert with stakeholder groups (individual transit operators and the Cities and communities of Solano County), WSA evaluated areas of congestion on Highways I-80, I-680 and I-780, and existing transit services and park and ride services, and forecasted future needs. The firm then developed a multi-pronged, phased improvement plan which included a Corridor Express Bus Service Plan, Highway Interface Improvements, and Park and Ride Improvements. The Corridor Express Bus Service Plan included eleven revised or new bus routes and focused on three key transportation portals: the El Cerrito del Norte BART station, the Vallejo Ferry Terminal, and the Pleasant Hill BART station. Included in the new routes was a Super Express bus route between Vallejo and Sacramento. A phasing plan of staggered service improvements in 5-year increments through 2030 was developed, eventually raising the number of peak hour buses in service from 29 to 100. An ancillary bus support facility plan was also developed. Recommendations for highway service improvements were developed including direct access ramps to center median HOV facilities

at two locations, and several improvements to access at a major existing transportation center. The latter included modification of traffic controls, addition of an approach lane and elimination of a high-speed right-turn movement to provide for improved bus access to a transit island. An ambitious plan of Park and Ride improvements was developed. This plan included development of a new intermodal transportation center and 10 new isolated facilities, and expansion and improvements to other existing facilities. An integrated implementation plan was developed for all Plan elements, including costs for all elements and a simplified pro forma financial forecast of operating costs, revenues, and needed subsidies for transit service.

Sacramento Intermodal Terminal Design: As part of the redesign of the Sacramento, California railroad station, WSA interviewed existing and potential users of the facility to learn their requirements. The station redesign was to create a vision for the station as the Sacramento Intermodal Terminal. Potential users of the intermodal terminal include: Amtrak, Caltrans/BART Joint Powers Board, Greyhound, regional transit, and other public conveyance and tour operators. Specifically, WSA determined interior/exterior space requirements for transportation operations, including: ticketing, ancillary office, baggage/parcel handling, dispatch, crew facilities, bus slips, maintenance/mechanical facilities, train platforms and layover/storage tracks. The research enabled the intermodal facility project architect to finalize designs to accommodate the requirements of the transportation providers.

Solano County Transit Plan, California: WSA was retained by the Solano Transportation Authority to lead the development of an Intercity Transit Plan for the County. Solano County is served by a successful high speed ferry service, by the popular Capitol Corridor passenger rail service, and by local and regional bus services. Key project issues included increased ferry service and expansion of service to new terminals; location and prioritization of three new passenger rail stations; improvements to park and ride and transit centers; creation of a bus rapid transit or rapid bus transit system, and corresponding improvements to paratransit services. New rail transit services to Vallejo/Napa and to Benicia were also explored. Surveys were conducted at park-and-ride sites to identify improvement needs. Bus rapid transit corridors considered were the I-80 and the I-680 corridors. WSA assessed market demands for these ranges of improvements, defined improvement strategies, and evaluated these strategies working closely with transit operators and local communities.

New Britain-Hartford Bus Rapid Transit: WSA was retained by the Connecticut Department of Transportation to produce an Environmental Impact Statement (EIS)/Environmental Impact Evaluation (EIE) to evaluate the potential impacts associated with the New Britain – Hartford Busway, which will be located in the towns/cities of New Britain, Newington, West Hartford, and Hartford, Connecticut. WSA wrote all of the documents, and successfully managed a consultant team of experts in a number of specialties. The Draft and Final EIS/EIE were comprehensive, reader-friendly documents addressing a variety of issues related to the project, including socioeconomic impacts, right-of-way acquisition, air quality, noise impacts, wetlands impacts, cultural resources, hazardous materials, environmental justice, Section 4(f) impacts, etc. Beneficial impacts included rebuilding and revitalizing communities.

TRANSIT SMARTNET, Las Vegas, Nevada: Clark County, Nevada is the fastest growing metropolitan region in the United States. Population has doubled every decade since 1940, reaching 1.6 million in 2004 and the County's population is projected to reach 2.56 million by

2025. Most of this growth has occurred through expansion of the urban growth area, creating real concerns about future VMT, air quality, and mobility. Recent growth has placed a tremendous strain on all existing modes in the regional transportation system, and serious highway congestion is becoming the norm for residents and visitors alike.

WSA was asked to develop the TransitSmartNet concept and provide a framework for implementation. TransitSmartNet envisions high capacity transportation modes connecting to a series of multi-modal nodes. The nodes would be strategically located throughout the Region at locations where future population and employment density are highest. TransitSmartNet proposes a system to connect all Regional high capacity conveyance systems, including BRT, Light Rail, Commuter Rail, Monorail, carpool and highway high occupancy (HOV) lanes into an integrated system, linked seamlessly together with ITS elements, to help to guide, predict, and facilitate greater usage of the system. The study worked within the parameters of existing growth management and regional transportation plans, and also drew heavily on citizen input gathered through two working charrettes. It created a coordinated framework for future infrastructure investment and identified the most likely scenarios to facilitate future implementation.

TransitSmartNet is part of a visionary plan to create a regional, intelligent, seamless and sustainable transportation system for the Las Vegas Valley. It provides a unifying basis for regional planning that is scalable and allows for the collaborative participation of local, regional, and state planning and operating agencies, communities, developers, and industry.

SGA

Equitable Public Transit Cost Allocation Methodology Study – Orange County, Florida: Sharon was project manager and Eric was Deputy Project Manager for this two-phased study to assist the four member agencies of the Central Florida Regional Transportation Authority (LYNX) in evaluating: 1) the existing cost allocation model used annually to determine the level of funding to be provided by the local funding partners; and 2) potential funding sources to provide a more stable, long-term funding for the agency.

For the study's first phase the consultant team worked with the four major funding partners - Orange, Osceola, and Seminole Counties, and the City of Orlando – to review the components of the existing cost allocation model with respect to: allocation of operation and maintenance costs, capital costs, and crediting member agencies for fare revenues and capital grants and to review an analysis of existing ridership and level of service within each member agency. Additionally, the consultant team drew from the experience of other multi-jurisdictional public transportation agencies to identify alternative cost allocation approaches and the factors contributing to their successful application. The consultant team worked with an Ad Hoc Working Group comprised of staff from LYNX member agencies to define 12 cost allocation model scenarios. From the 12, three scenarios were recommended for further consideration among the member agencies.

The first phase also included a detailed peer systems analysis to provide the member jurisdictions an overview of the transit agency's financial and operating performance compared to similar transit systems.

In the second phase of the study, SGA identified potential funding sources that could be used to supplement LYNX's existing revenue sources and provide funding to expand the system.

Financial Consulting Services - Corpus Christi Regional Transportation Authority, Texas: SGA is currently conducting an independent financial and operational analysis of the RTA. The analysis includes the following activities:

- Reviewing historic financial data (annual budget documents and audited financial reports) and information obtained from staff interviews to provide an assessment on the financial health of the agency and to identify trends and specific issues that are or will negatively impact the agency's financial health. For the identified trends and issues identified, SGA will provide strategic recommendations for addressing these items;
- Conducting a peer analysis which will 1) identify transit systems with similar operational size that serve areas with similar demographics and have other unique characteristics (such as a dedicated funding source, tourist based economy, southern climate and others), and 2) provide a financial and operational performance and efficiency overview of the services provided by the RTA compared with similar transit systems around the country.; and
- Evaluating the agency's existing financial model which will include an analysis of the model's structure, operational and financial data inputs, and underlying assumptions compared to transit industry standards for items such as fleet replacement, administrative capital costs, depreciating fixed assets,; level of operating and capital reserve requirements, growth rate assumptions (revenue, costs, ridership, and level of service), and federal and state funding programs. Based on the results of the model evaluation SGA will provide recommendations for enhancing the financial model structure and data inputs.

Hidalgo County Transit Plan – McAllen, Texas: While working for a different consulting firm, Eric was project manager for the development of the MPO adopted Hidalgo County Transit Plan. Components of the study included:

- The review of previous planning studies and on-board passenger surveys to compare the transit system's evolution and passenger travel patterns with previous expectations;
- Analyzing existing operating conditions and conducting a SWOT (strengths, weaknesses, opportunities, and threats) analysis;
- Developing transit performance measures and policy criteria designed to reinforce the transit system's long term goals and objectives;
- Conducting a transit needs assessment for fixed route and paratransit services; and
- Developing short, mid, and long range transit plans, associated capital and operating costs estimates; potential revenue source and implementation strategies.

North/Southeast and East/Southwest Corridors Alternatives Analysis – Jacksonville: As part of a multidisciplinary team, SGA revised JTA's strategic financial model and conducted the financial analysis component of the Alternatives Analysis, which are focused on potential bus rapid transit and related improvements in the North/Southeast and East/Southwest Corridors. Both corridors are highly congested, serve a diverse range of employment opportunities, connect to major military bases, have large concentrations of transit-dependent residents, and present unique opportunities for transit-related development. Reflecting the unique opportunities

presented in each corridor, the firm identified existing and potential funding sources, developed a series of financial analysis models, and evaluated the financial feasibility and financial capacity of the participating transportation agencies, Jacksonville Transportation Authority, First Coast Metropolitan Planning Organization, and the State of Florida to provide matching funds to FTA for the proposed BRT system.

Based on the projected increases in vehicle hours, vehicle miles, and peak vehicles resulting from annual increases in the existing service and the addition of BRT services, the JTA cash flow component of the model indicated that: 1) the agency would have the financial capacity to build and operate the long range transit plan (including BRT); 2) there will be positive annual ending balances over the 20-year period; and 3) the agency's reserve requirements will be met.

Central Phoenix/East Valley Light Rail Transit Project and Metrocenter LRT Extension Project - Phoenix, Arizona: Sharon Greene and Associates is the financial consultant for the Central Phoenix / East Valley Light Rail Transit Project and for the MetroCenter LRT Extension. In this capacity, SGA has assisted Valley Metro Rail through the Major Investment Study/Draft Environmental Impact Statement (MIS/DEIS) phase, the Preliminary Engineering/Final Environmental Impact Statement (PE/FEIS) phase, and in preparing the Financial Plan in support of Valley Metro Rail's Full Funding Grant Agreement with FTA. SGA developed and applied a nested cash flow model to evaluate the financial capacity of the cities of Phoenix, Tempe, and Mesa to implement and operate the new rail service in conjunction with existing and proposed bus services. In compliance with FTA guidance for Major Transit Capital Investments, SGA prepared the financial analysis component of the FTA New Starts Report and the financial analyses for the MIS/DEIS, the Financial Plan for submittal to FTA for the PE/FEIS, and the Financial Plan in support of the FFGA. With the approval by voters in the City of Phoenix of a .4 percent sales tax, the first phase of the LRT Program is advancing into the next phase of implementation. SGA also assisted the project management team in evaluating the funding and financing requirements and in defining equitable cost-sharing arrangement for alternative phasing options for the system.

UTA Strategic Financial Services, Salt Lake City, Utah: As a financial consultant to Utah Transit Authority (UTA), SGA conducted the financial analyses of UTA's proposed light rail and commuter rail services, including the TRAX North-South and West-East light rail lines, West Valley Cities, West Jordan, and the North County commuter rail service.

SGA developed and assisted UTA in updating the financial model used as a key tool in UTA's strategic planning process and to assist the agency in assessing its financial capacity to implement and operate additional light rail lines and implement new commuter rail services in conjunction with expansion of its existing bus system.

SGA prepared the financial documentation used with the rating agencies to secure a favorable rating for the Authority in association with its bond issues for the TRAX project. The firm prepared cost and revenue projections, evaluated UTA's past and projected financial performance, and authored the Financial Analysis Reports that were incorporated into the Preliminary and Final Official Statements for UTA's Senior and Subordinated Bonds for construction of the TRAX light rail program. A third element of the firm's work was reevaluation of UTA's financial performance to date. This involved comparing projections developed by SGA ten years earlier as part of the I-15 Corridor MIS to actual performance with regard to revenues, expenditures, and financial

capability to build the then-proposed TRAX LRT project in conjunction with continued operation and expansion of the bus system.

AJM Consulting

Transit Surveys

AJM Consulting has conducted 47 Transit surveys since it's founding in 1996. Most of these surveys have been as a subcontractor, where the survey was part of a contracted COA. Following is a description of several of our larger projects.

Grand Rapids, Michigan Passenger Count Survey - 2005: Under contract to Manuel Padron, AJM Consulting was responsible for a comprehensive ridecheck survey in Grand Rapids in the Spring of 2005. The survey involved 1650 hours of service, of which 1000 hours were weekday. The end product was a comprehensive database that was utilized in the development of various recommendations.

Lexington, Kentucky Passenger Count Survey – 2004: In the summer of 2004, LexTran was forced to reduce service considerably to accommodate funding restraints. With a property tax referendum on the ballot in November, LexTran contracted with the RLS/AJM team to conduct a comprehensive operational analysis with an emphasis on informing the public regarding the service. Under considerable time restraints, AJM conducted a ridecheck and on board survey in late August, providing a variety of summaries that assisted LexTran in winning the referendum. The survey information was subsequently utilized in the development of recommendations.

New York City DOT Passenger Count Survey – 2002: Under contract to Urbitran, AJM completed a survey of NYCDOT service, primarily in Queens, New York. A fifty percent sample was selected for the survey resulting in 2800 weekday service hours. Weekend service was also surveyed. Four separate operators in four facilities were surveyed. Project work was initiated in October of 2002; survey summaries were delivered at the end of January 2003. The results were used as a part of a Comprehensive Operational Analysis.

Lansing, Michigan Transit Survey - 2002: In 1999 Capital Area Transportation Authority in Lansing, Michigan assumed the responsibility for operating Michigan State University transit routes. To facilitate the planning and operation of these routes, CATA commissioned a comprehensive operational analysis to be conducted. AJM Consulting conducted the passenger count survey for that study. In 2002, CATA commissioned AJM to conduct a follow up survey so that they could monitor the effect of the recommendations from the COA. In addition to weekend service 1000 weekday hours were surveyed.

Columbus, Ohio Passenger Count Survey - 2000: Under contract to Manuel Padron, AJM Consulting was responsible for a comprehensive ridecheck survey in Columbus, Ohio in the Spring of 2000. The survey involved 2 garages and nearly 5000 hours of service, of which 2700 hours were weekday. Over 60 surveyors were utilized in the survey. The end product was a comprehensive database that was utilized as the foundation for various recommendations.

Other AJM Survey Projects

2005

Raleigh, North Carolina
North Carolina State University
Lynchburg, Virginia
Jackson, Mississippi
Birmingham, Alabama
Orlando, Florida
Tacoma, Washington
Everett, Washington
Victor Valley, California
Transit Authority of Northern Kentucky
Grand Rapids, Michigan

2004

Lexington, Kentucky
Mobile Alabama

2003

Westchester County, New York
Triangle Transit, North Carolina
Dayton, Ohio

2002

New York City Dept. of Transportation
Raleigh, North Carolina
Elgin, Illinois
Waukegan, Illinois
Monroe, Louisiana
Savannah, Georgia
Springfield, Missouri
Bloomington, Indiana
Lansing, Michigan

2001

Seattle, Washington
Birmingham, Alabama
Duke University
Columbia, South Carolina

2000

Santa Monica, California
Savannah, Georgia
Canton, Ohio
Columbus, Ohio

Project Team

Project Team

Wilbur Smith has assembled a state of the practice team for the successful development of an SRTP for METRO, which includes the expertise to work with METRO staff for future service evaluation, monitoring, and analysis. We understand how successful services are designed and implemented. We further understand how each potential transit service requires a customized approach based on local needs. Our goal is simple - to act as analysts to provide a strong base from which future planning efforts can be developed, both operationally and financially. The WSA team is composed of solid professional transit personnel, including both national and local talent, skilled in transit planning, with a solid base of hands on operations experience.

Our team will be lead by **Marlene Connor**, as the **Project Director**. Marlene Connor is Wilbur Smith Associates Director of Public Transportation. In her role as Project Director, Ms. Connor will play an active role in project initiation, stakeholder interviews and working collaboratively on the development of project goals and objectives.

Before joining Wilbur Smith Associates, Ms Connor was the Senior Vice President of Transit Services for Urbitrans Associates where she managed many projects which closely examined the complex issue of service redesign in growing and changing communities. She has completed the research for the Transit Cooperative Research Program (TCRP) most recently serving as Principal Investigator of the TCRP B-25 project, "Guidelines for Selecting, Evaluating and Implementing Suburban Services." Ms. Connor also worked as Project Director of the Comprehensive Service Evaluation for UCSC, and most recently completed work on the Bay\ Mission Corridor BRT Feasibility Study, for UCSC and the City of Santa Cruz. Ms. Connor brings a comprehensive capability in system planning efficiency and finance of transit systems, making her a superlative leader for the working team.

The **Project Manager** for this assignment will be **Jim McLaughlin**, who also recently joined WSA after four years as the Vice President of Transit Services for Urbitrans Associates. During his tenure at Urbitrans, Jim completed SRTP's for the County of Maui, Hawaii, and in Union City, California. Jim also was a senior contributor to the TCRP B-25 research project.

His other relevant project experience includes the ADA Paratransit Study for RTC in Washoe County, NV, and the ADA plan for the County of Maui. Jim also served as Project Manager for the Long Range Transit Plan for San Luis Obispo County, and the Solano Route 12 Corridor development study.

Jim will be responsible for day to day activities of this SRTP, providing leadership to the WSA staff as well as the subcontractors, including AJM and Sharon Greene and Associates.

Nate Chanchacheron will serve as a senior planner for this assignment. Based in the WSA San Francisco office, Nate has recently worked Santa Cruz Highway 1 HOV widening project, and is familiar with the area. Nate has also worked on the San Pablo Corridor BRT study and is an experienced transit analyst.

Elizabeth Cruz will serve as a transportation planner for this project. Ms. Cruz's background includes a wide range of transportation planning activities. She is experienced in the areas of

parking demand and supply analysis, transportation impact and studies. She is particularly active in the area of community involvement and has assisted in facilitating community participation in planning practices through various outreach means.

Sharon Greene, the Principal of Sharon Greene and Associates will serve as a senior contributor to this assignment, providing her expertise in transit operations and financial sustainability.

Andy Mundew, President of AJM Consulting, will lead the survey tasks, including the data collection and analysis.

Resumes of key staff are provided in the Resumes section of this document.

References

References

Maui SRTP

Project Manager, Jim McLaughlin, Project Director, Marlene Connor

The SRTP included a five year implementation strategy to expand services throughout the Island of Maui, Hawaii. Specific tasks included surveys, significant opportunities for public comment, evaluation of current services, expanded service plans, and associated capital and financial plans. A follow on project included the development of an ADA plan for Maui.

Contact: Kyle Ginoza, Director, Department of Transportation: 808-270-7511

Project completed 2005

Project budget- \$150,000

Comprehensive Five Year ADA/Paratransit Evaluation, RTC Washoe County, Nevada

Project Manager Jim McLaughlin, Project Director, Marlene Connor

The project included a comprehensive evaluation of the ADA services provided in Washoe County to find ways to enhance the efficiency of services provided throughout the County. Included in the study was an evaluation of the eligibility, needs assessment, and implementation strategy.

Contact: Lea Rogers, Director of Special Services, RTC Washoe County, NV: 775-335-1906

Project budget- \$70,000

Project completed 2006

SRTP Union City, CA

Project Manager, Jim McLaughlin, Project Director, Marlene Connor

SRTP for the City of Union City, California

The SRTP provided a comprehensive evaluation of the current services provided in Union City, On Board surveys, telephone surveys, a GIS analysis of the socio-economic and demographic changes in the City, and provided a range of short term recommendations to enhance the service structure.

Contact: Wilson Lee, Transit Manager, Union City, CA: 510-675-5409

Project budget- \$60,000

Project completed 2006

Resumes

MARLENE CONNOR

Director of Public Transportation



Education

MBA, Finance and Organizational Development, University of Massachusetts, 1993

B.A., Political Science, Drew University, 1978

Professional Affiliations

- American Public Transportation Association Board of Directors
- Women's Transportation Seminar
- Greater Springfield (MA) Chamber of Commerce, Women's Partnership, Board of Directors
- Holyoke (MA) Boys and Girls Club, Board of Directors

Before joining WSA, Marlene was the Senior Vice President for Transit Services with Urbitran Associates. Ms. Connor has 24 years experience in transportation management and planning. She was project manager for some of Urbitran's most comprehensive transit projects, addressing the complex issue of providing mobility in urban, sub-urban, and rural areas experiencing rapid economic and demographic changes. These efforts have involved statewide, regional and local transit system analysis; regional mobility plans; management performance reviews; and planning to make public transit accessible for welfare clients returning to work.

Ms. Connor was responsible for broadening the Urbitran transit services market by opening an office in Northern California in 2001 and another recently in Southern California. She has provided leadership and input to the American Public Transportation Association, most notably on planning and legislative committees and has represented APTA's Business Members in numerous roles within the association. With the opening of the California offices, she has joined and participates in CalACT and California Transit Association activities.

Before joining Urbitran, she was the General Manager of the Pioneer Valley Transit Authority (PVTA) in Springfield MA, and directed numerous changes in service delivery, consolidated the para-transit service program and implemented a systematic financial improvement process that improved efficiency while maintaining mobility. She also created one of the first working relationships in the country with the University of Massachusetts, resulting in better coordination of services as well as financial and policy benefits to PVTA.

PROFESSIONAL EXPERIENCE

- ◆ **TCRP B-25: Guidelines for Evaluating, Selecting, and Implementing Suburban Transit Services:** Ms. Connor was Project Manager and Principal Investigator for this federal research project which is evaluating the state of the practice in providing transit service to suburban markets. The focus is on development of a guidebook which transit operators may use to choose the most appropriate type of service for their operating environment. Work tasks include a literature review of suburban transit services, describing characteristics of various suburban land use environments, relating service strategies to land use environments, developing a decision matrix for suburban transit service design, researching and performing case studies, establishing a methodology to determine best practices, and developing guidelines for successfully implementing suburban transit services. *Client: Transit Cooperative Research Program, 2005*
- ◆ **Middlesex County Comprehensive Transportation Study, NJ:** Ms. Connor was Project Manager for this comprehensive study of all public and private transportation providers operating in Middlesex County. Urbitran is reviewing the County's public transportation system, including all facets of operations, management, and organization; determining its strengths and weaknesses; and constructing, in concert with the stakeholders, a plan that will best enable the County to manage and operate these resources. *Client: Middlesex County Planning Department, 2004*
- ◆ **North Carolina DOT CTIP, State of NC:** Project Manager for these Community Transportation Improvement Plans (CTIPs) for transit providers that receive funding from North Carolina DOT. Plans were initiated to provide an assessment of management at each agency, and to provide recommendations for continued improvement of policy, procedures, and regulations. The study examined management, customer service, finance, human resources, operations, and federal

MARLENE CONNOR

Director of Public Transportation



Wilbur Smith Associates

compliance. A detailed plan was developed to assist each agency in streamlining processes; improving marketing, policy development, employee training, management structure, and oversight; and addressing regulatory issues. An Organizational Improvement Plan (OIP) was developed for each project. *Client: NCDOT; 2002*

- ◆ **UCSC Comprehensive Transit Study, Santa Cruz, CA:** Ms. Connor was Principal-in-Charge for this assessment of the University of California at Santa Cruz's overall transit program. The goal of the project is to determine how the two systems serving the University can be improved, as well as what services can be designed for an improved coordinated transit service. The firm is looking closely at the roles that both the University and Santa Cruz mass transit operators play in serving the needs of the campus community, as well as analyzing how the two systems interrelate. An important element of the study is a public outreach component which focuses on students and includes drop-in sessions and an on-line survey. Other work includes an on-board survey that provides a comprehensive look at the characteristics of transit users, and allows Urbitran to develop a market segment analysis. *Client: UCSC; 2004*
- ◆ **Santa Rosa Paratransit Services Review, CA:** Santa Rosa was considering alternatives to its paratransit contract, and Urbitran, under the direction of Ms. Connor, completed a review of paratransit services to assist the City in making this decision. Work included peer review of similar transit properties, interviews with City officials and stakeholders, and an operations review and evaluation. Urbitran then evaluated service delivery alternatives, considering costs and benefits of each, and taking into account any barriers to implementation. The final deliverable was a management and organizational plan. *Client: City of Santa Rosa; 2002*
- ◆ **Nashville Short Term Service Improvement Plan, TN:** As Project Manager, Ms. Connor conducted a short-term transportation improvement study to help the Tennessee Metropolitan Transit Authority increase demand for services. The study included reviewing and updating MTA goals, evaluating route performance, establishing baseline conditions, updating service standards and performance monitoring techniques, and conducting route diagnostics. Urbitran then developed service recommendations and a design plan that incorporated traditional and non-traditional service methods. *Client: Tennessee Metropolitan Transit Authority, 2001*
- ◆ **Bloomington Transit Development Plan, IN:** Ms. Connor led Urbitran's involvement in development of a transit development plan for Bloomington Public Transit Corporation. Urbitran's role was to evaluate services operated by Bloomington Transit, as well as services operated by the Campus Bus Service of Indiana University, and make recommendations on how to maximize coordination and cooperation of the two systems. *Client: Bloomington Public Transit Corporation; 2001*
- ◆ **Hampton Roads Comprehensive Operational Analysis, VA:** Ms. Connor was Project Manager for this review of transit services and identification of new markets and opportunities for service. The study also included review of the management and organizational structure which evolved as a result of the merger of Tidewater Transit and PennTrans, as well as recommendations for future change. *Client: Hampton Roads Transit, 2001*
- ◆ **Southeastern, MA Transit Options Study, MA:** Ms. Connor was Project Manager for this study of seven fast growing communities that are lacking in public transportation. Urbitran conducted a technical analysis of existing conditions,

MARLENE CONNOR

Director of Public Transportation



Wilbur Smith Associates

regulatory issues, and needs, and conducted a public participation program and consensus building process. Work included GIS analysis, review of transit and paratransit services, identification of demand, and development of service options. The public participation process included public meetings, workshops, and discussions with the three transit authorities and local officials. *Client: GATRA, 2002*

- ◆ **Broome County Rural Paratransit Service Analysis, NY:** Ms. Connor reviewed policy management issues pertaining to Binghamton Metropolitan Transportation Study's (BMTS) paratransit system. Overall, Urbitrans provided rural transit planning services involving development of recommendations to address system deficiencies, and to provide new services that can best meet today's demand. The team evaluated services, quantified transportation demand, and developed alternatives and an implementation plan. *Client: BMTS, 2002*
- ◆ **Greater Richmond Comprehensive Operational Analysis, VA:** As Project Manager, Ms. Connor was responsible for this system evaluation comprising analysis of operations and identification of potential new markets, geared to increasing GRTC's regional role in public transportation. The study included an on-off count program and on-board survey and included evaluation of regional paratransit service. The study also provided recommendations regarding improved access for seniors and ADA eligible clients. Additionally, the team reviewed and made recommendations on internal data collection, marketing, customer services and amenities, and fare structure. Work also included an extensive public participation program. *Client: Greater Richmond Transit Company, 1999*
- ◆ **Greater Lynchburg Transit Development Program, VA:** Ms. Connor was Project Manager for this five-year transit development plan. Work involved evaluation of services and recommendations aimed at improving effectiveness. The study included a rider survey, on-off counts, non-user survey, and review of transfer center locations. *Client: Greater Lynchburg Transit Company, 1999*
- ◆ **Statewide Bus System Study, CT:** Ms. Connor was Project Manager for development of short- and long-term transit solutions to improve the efficiency of Connecticut's bus network. Work involved analysis of the state-owned systems in eight urban service areas, as well as 17 transit districts and 21 express bus routes. This study also provided analysis of interjurisdictional transportation needs and intermodal systems, which connect rail, bus, car, and vanpools, and other subsidized programs. Statewide issues were also addressed, including ADA service and welfare to work, park-n-ride, and guaranteed ride home programs. *Client: Connecticut DOT, 2000*
- ◆ **Job Access Transportation - Finance and Management Plan, Hartford, CT:** The objective of this project was to document the success of the Job Access Transportation Program in the capitol region of Connecticut. Ms. Connor, as Project Manager, was responsible for all project elements, including documenting the spatial mismatch between welfare recipients and available public transportation, documenting the needs of low income and welfare recipients, assessing performance of the pilot program which had been operating since 1997, evaluating service effectiveness of three providers, evaluating the value of the investment made in the program, and creating a report documenting the success for the Connecticut legislature. *Client: Capitol Region Council of Government, 1999*

MARLENE CONNOR

Director of Public Transportation



Wilbur Smith Associates

- ◆ **Merrimack Valley Regional Mobility Plan, Northern Essex County, MA:** Ms. Connor was Project Manager for the development of a regional mobility plan to guide the MVRTA's operations and future direction. The goal was to ensure that sufficient service would be maintained in major urban areas, while successfully serving smaller centers. Work included assessing transit services; evaluating changing demographics; and providing transit alternatives. The project also involved analysis of service and flex routes, suburban transit hubs, vanpools, employer-based options, and TDM programs. Public participation, including stakeholder interviews, public meetings, and advisory workshops, was also provided; *Client: Merrimack Valley Regional Transit Authority, 1999*
- ◆ **Albany Corridor Study, NY:** This study provided transit and parking utilization analysis to identify solutions that utilize existing parking and transit resources to meet current and future needs of various institutions within Albany, while maintaining sensitivity to the surrounding neighborhoods. Ms. Connor was Project Manager responsible for identification of issues and conditions, establishment of goals and objectives, development of alternative parking and transit management solutions, and development of design guidelines to unify existing and future facilities with the character of surrounding neighborhoods. *Client: State University Construction Fund, 1999*
- ◆ **Madison Metro Management Performance Review, WI:** Ms. Connor managed Urbitran's effort on this management performance review of Madison Metro, providing finance and program management expertise. She evaluated the finance and management function, documented changes in the last five years, and developed recommendations for improvements. *Client: Wisconsin DOT; 1998*

JIM McLAUGHLIN

Senior Project Manager



Education

Bachelor of Science, Civil Engineering,
Newark College of Engineering

Registration as Civil and Traffic Engineer
in California

Jim McLaughlin recently joined Wilbur Smith Associates, after serving as a vice president of transit services at Urbitran Associates. Mr. McLaughlin has over 25 years of experience in transportation management and planning. As project manager for comprehensive transit projects, his engagements included a variety of planning efforts, including management performance reviews, short and long range transit plans, regional coordination and consolidation recommendations and ADA paratransit and human service transportation coordination.

Prior to his work at Urbitran, Mr. McLaughlin was the Director of Transit Planning for the Los Angeles County Metropolitan Transportation Authority, in charge of a diverse projects such as the Metro Rapid BRT program, planning for the Universal Fare System, and communication with municipal, local and private sector operators. Mr. McLaughlin also worked for the City of Los Angeles Department of Transportation as its initial Chief of Transit Programs and developed local shuttle, commuter express and community transportation programs for the City, including preparing budgets, securing grants, working with community representatives and local officials. Mr. McLaughlin's representative experience includes:

- ◆ **Bay Mission Corridor BRT Feasibility Study** - UC Santa Cruz: Project Manager for the feasibility study reviewing potential applicability of BRT attributes to the Bay Mission corridor in Santa Cruz, CA. The study goal was to identify whether BRT applications in the corridor would be able to enhance access to and from the UC Campus in Santa Cruz. The study included reviewing a range of BRT attributes in relation to the Bay Mission corridor and providing a high level cost benefit evaluation analysis.
- ◆ **TCRP B-25** - Guidelines for Evaluating, Selecting, and Implementing Suburban Transit Services, Transit Cooperative Research Program – Lead researcher for project evaluating practice of providing transit service to suburban markets. Developed guidebook for transit operators to use to choose appropriate type of service for their operating environment. Included literature review of suburban transit services, describing characteristics of various suburban land use environments, relating service strategies to land use environments, developing a decision matrix for suburban transit service design, researching and performing case studies, establishing a methodology to determine best practices, and developing guidelines for successfully implementing suburban transit services.
- ◆ **North Carolina Regional Transportation Development Plan** - Project Manager for the initial phase of this study which examined the potential to coordinate or consolidate the human service transportation programs for Durham, Orange and Wake counties. Work included numerous stakeholder meetings, analysis of existing programs, understanding of transferability of other applications nationally to North Carolina and development of specific recommendations for implementation phase.
- ◆ **Reno RTC ADA Paratransit and Five-year Plan** – Project Manager for this study that examined the increasing demand for ADA paratransit, which has exceeded the amount of available resources, and recommended policy and service modifications to balance supply of resource with demand for services in a five-year time frame. These modifications were developed through significant community involvement and comparison with peers. The analysis also included modifications to Senior Ride services to complement the ADA paratransit plan.

- ◆ **County of Maui SRTP and ADA Paratransit Plan** – As Project Manager for both these studies, led the policy maker and community participation components and coordinated the technical recommendations to prepare an aggressive five-year implementation plan to formalize public transportation on the County of Maui through a series of services geared to attracting a growing work force, especially in the tourist industry, providing alternative transportation options for visitors and improving mobility options for seniors and persons with disabilities.
- ◆ **SLOCOG Long Range Plan, San Luis Obispo County, CA** – Project Manager for development of an updated Long Range Transportation Plan for San Luis Obispo County. This process included review of previous long range plans, development and analysis of demographic trends, and a robust community and agency visioning process designed to enhance input in the plan development.
- ◆ **Intercommunity Transit Service Implementation Plan: Lompoc - Vandenberg Air Force Base - Santa Maria, CA** - Project Principal for development of implementation plan for new three-year pilot program of intercommunity transit service for the Santa Barbara County Association of Governments Identified operational parameters; coordinated service; identified appropriate vehicles; developed a procurement plan, marketing plan, and fare policy; established a performance measurement system; identified the most appropriate institutional arrangement for providing the service; and built a three-year budget for the service
- ◆ **Madison Metro Management Performance Review, Wisconsin DOT, WI** – Participated in this management performance review of Madison Metro, providing finance and program management expertise. Evaluated finance and management function, documented changes in the last five years, and developed recommendations for improvements, which included specific recommendations regarding the IT program infrastructure, the relationship between Metro and the City and follow ups to prior peer review issues.
- ◆ **County of Los Angeles Human Service Transportation Coordination Review** – Selected by the County Human Service Agencies to evaluate the potential for improved coordination with public transportation, based on efforts at the federal level through the development of the United We Ride program. Used relevant skills as participant in developing the United We Ride Framework for Action and prior leadership position through the American Public Transportation Association to assess the opportunities for human service coordination in LA County using knowledge of other practices from around the country.

NATE CHANCHAREON

Principal Transportation Engineer



Education

Masters of Science, Civil Engineering,
Georgia Institute of Technology, 2000

Bachelor of Engineering, Civil Engineering
(Honors), Sitindhorn Inst of Technology,
Thammasat University, 1998

Professional Memberships

Institute of Transportation Engineers

Registrations

Engineer In Training, C020461, GA

Additional Coursework and Training

Designing Streets for Pedestrians Workshop,
Georgia Regional Transportation Authority,
2002

Synchro and Sim Traffic Training Course,
Trafficware, 2001

Highway Capacity and Quality of Flow,
National Highway Institute, FHWA, 2000

Computer/Software Skills

Transportation Engineering: CORSIM,
VISSIM, TAFFIX, SYNCHRO,
SIMTRAFFIC, HCS, CUBE, and
TRANSCAD

Engineering/Drawing: AutoCAD,
MicroStation

GIS: Arc View, and Arc Info

Statistical Analysis: MINITAB, S-PLUS,
LIMDEP

Professional Experience

2005 to Present

Wilbur Smith Associates, San Francisco, CA
Traffic Project Manager

2003-2005

Fehr & Peers Associates, San Jose, CA
Senior Transportation Engineer

2002-2003

Parsons, San Jose, CA
Transportation Engineer

2000-2002

Jordan Jones & Goulding, Atlanta, GA
Traffic Engineer

1998

De Weger Architects & Consulting
Engineering, Rotterdam, The Netherlands
Intern Engineer

1997

Obayashi Corporation
Tokyo, Japan
Intern Engineer

Mr. Chanchareon is a principal transportation engineer with 7 years of experience in advanced traffic operations and transportation planning for conceptual roadway design, traffic impact analysis, corridor studies, transportation planning, signal operations and signal design. He has a thorough background in the development and application of micro simulation models such as VISSIM, CORSIM, Synchro, SimTraffic, TRAFFIX, TransCAD, Cube, and Highway Capacity Software. In addition, he has a complete understanding of the Manual on Uniform Traffic Control Devices and the Highway Capacity Manual.

TRAFFIC OPERATIONS AND ENGINEERING

- ◆ **Santa Cruz Freeway Route 1 Analysis** Mr Chanchareon served as Task Leader for traffic operations analysis of the project. This project is located at Santa Cruz, CA. The project includes modeling and calibrating of freeway corridor for a stretch of 8 miles using FREQ software for its existing conditions. Arterial analysis was conducted using SYNCHRO software package. The future freeway operation for No Build condition, addition of HOV lane, addition of HOV lane with ramp metering and addition of auxiliary lanes at congested locations were analyzed.
- ◆ **UC Berkeley Traffic Engineering** – As project manager, Mr. Chanchareon conducted a traffic engineering review of the proposed Central Campus Traffic Flow Re-design project on the University of California Berkeley campus. The review focused on assuring that the proposed improvements would accomplish the goals of reducing vehicular pedestrian conflicts and improving overall traffic flow safety. Conformance of improvements to state and federal regulations for traffic control devices were also re-evaluated. The review included portions of South Drive and the access road between South Drive and University Drive that were included in the Central Campus Traffic Flow Re-design report dated July 7, 2005.
- ◆ **State Route 132/Albers Road, Modesto, CA.** Mr Chanchareon served as Project Manager. His responsibilities included coordination with other lead professionals on the project, e.g. roadway design team, management of the traffic study team, coordination with travel demand modeling staff for traffic projections, traffic modeling.
- ◆ **U.S. 101 Widening/High-Occupancy Vehicle Lane Corridor Study, Sonoma County, CA.** Mr. Chanchareon served as Task Leader for traffic operations analysis of the project. The project includes U.S. 101 between Petaluma and Windsor in Sonoma County, California. The project includes 20 interchanges and approximately 22 miles of freeway. Used CORSIM, a micro-simulation modeling software, to evaluate the effectiveness of adding HOV lanes, as well as auxiliary lanes between interchanges. Applied Synchro at ramp terminal intersection analysis to evaluate intersection level of service. In addition, made use of Highway Capacity Software and FREQ software for weaving, ramp, ramp metering, and auxiliary analysis.
- ◆ **I-580 High Occupancy Vehicle Lane Corridor Study, Alameda County, CA.** Mr Chanchareon served as Task Leader for traffic operations analysis of the project. The project includes preparation of an environmental document and a project development report for the proposed construction of eastbound and westbound HOV lanes on I-580 between Tassajara Road in Pleasanton and Vasco Road in Livermore, California. Evaluation of corridor operations with the proposed HOV improvements will be performed using CORSIM, a micro-simulation modeling

NATE CHANCHAREON

Principal Transportation Engineer



software. Various modeling alternatives will be studied to evaluate the operational effectiveness of different HOV lane configurations within the study corridor.

- ◆ **Johnson Ferry and Abernathy Road Project, Atlanta, GA.** Mr. Chanchareon served as Deputy Project Manager. His Responsibilities included coordination with other lead professionals on the project, public involvement and roadway design, management of the traffic study team, coordination with travel demand modeling staff for traffic projections, traffic modeling using Synchro, presentation of alternatives to the concept team, and presentation of traffic simulation using SimTraffic at public involvement and Citizen Advisory Committee meetings.
- ◆ **Truman Parkway, Savannah, GA.** Mr. Chanchareon served as Traffic Engineer. Responsibilities on this project to widen and improve I-24 from I-59 to US-41 included development of traffic projections, freeway segment analysis and ramp analysis using HCS and CORSIM, an intersection capacity study using SYNCHRO, and development of conceptual intersection details.
- ◆ **I-24 Widening and Improvements, GA.** Mr. Chanchareon served as Traffic Engineer. Responsibilities on this project to widen and improve I-24 from I-59 to US-41 included development of traffic projections, freeway segment analysis and ramp analysis using HCS and CORSIM, an intersection capacity study using SYNCHRO, and development of conceptual intersection details.
- ◆ **US-78 Reversible Lane System Project, GA.** Mr. Chanchareon served as Traffic Engineer. The project included development and analysis of design alternatives and conceptual design plans for improving safety and operational efficiency along the US-78 corridor in Gwinnett County. Responsibilities included development of traffic assignments and traffic projection, traffic modeling using Synchro to analyze an intersection capacity, traffic simulation using SimTraffic to analyze the US-78 corridor, and development of conceptual intersection details.
- ◆ **Old Mill Road Improvements, GA.** Mr. Chanchareon served as Traffic Engineer. The project consists of widening Old Mill Road from two lanes to three lanes and installing traffic signals at three intersections. Responsibilities included the design of signing and pavement marking and development of traffic signal plans.
- ◆ **SR-282 Relocation, GA.** Mr. Chanchareon served as Traffic Engineer. The project consisted of relocating SR-282 from SR-61/US-411 east to CR 309 in Murray County, Georgia. Responsibilities included conducting a signal warrant study, determining the required intersection configuration using Highway Capacity Software, and developing conceptual intersection details.

TRANSPORTATION IMPACT ANALYSIS

Project Manager for several transportation impact analysis projects. Prepared analyses to determine the traffic impacts of a variety of developments for both public and private sector clients. Many studies also contained the evaluation of on-site circulation and site access.

- Milpitas North Main Street EIR
- Milpitas Midtown Transit-Oriented Development (Fairfield Residential & Bay Stone Residential)

NATE CHANCHAREON

Principal Transportation Engineer



- Gentry/Suisun, Suisun City, CA
- Hitachi EIR, San Jose, CA
- Plugged In Community Technology Center, East Palo Alto, CA

TRANSPORTATION PLANNING

Responsibilities included technical analysis, impact assessments, and the development and execution of travel demand models

- Lathrop Specific Plan, Lathrop, CA
- San Luis Obispo Council of Governments traffic model, San Luis Obispo, CA
- City of Oakland Bicycle Plan Update and EIR – Task leader for traffic engineering for the update of the 1999 Bicycle Plan involving close collaboration with City staff. WSA responsibilities will include review and update of existing documents, assessment of proposed network, and categorizing of bikeway segments to identify prototypical bikeway treatments. These prototypes will be used for more detailed environmental review to determine impacts/benefits of bikeway implementation

ELIZABETH CRUZ

Transportation Planner

Education

B.A. Interdisciplinary Studies: Urban Studies Minor, City and Regional Planning, University of California, Berkeley, 2005



Ms. Cruz's background includes a wide range of transportation planning activities. She is experienced in the areas of parking demand and supply analysis, transportation impact and studies. She is particularly active in the area of community involvement and has assisted in facilitating community participation in planning practices through various outreach means.

PROFESSIONAL EXPERIENCE

- ◆ **41 Tehama Street Transportation Study, San Francisco** – Managed and prepared a transportation study on a proposed residential development located within the Rincon Hill Plan and Transbay Redevelopment Project Area Plan areas. Evaluated various transportation impact analyses including existing and a future year 2020 Cumulative conditions scenarios based on the SFCTA model. Analysis included additional processing steps based on the SFCTA Model (as described under the Rincon Hill Plan) due to the redistribution of traffic patterns from the new I-80 on- and off-ramp configurations and the closure of Beale Street under the bridge.
- ◆ **UC Berkeley Traffic Engineering** – Ms. Cruz assisted in conducting a traffic engineering review of the proposed Central Campus Traffic Flow Re-design project on the University of California Berkeley campus. The review focused on assuring that the proposed improvements would accomplish the goals of reducing vehicular pedestrian conflicts and improving overall traffic flow safety. Conformance of improvements to state and federal regulations for traffic control devices were also re-evaluated. The review included portions of South Drive and the access road between South Drive and University Drive that were included in the Central Campus Traffic Flow Re-design report dated July 7, 2005.
- ◆ **55 Laguna Transportation Study** - Wilbur Smith Associates is conducting a transportation study of the residential, community-serving, and retail use project at 55 Laguna Street in San Francisco. The proposed project includes the construction of 424 residential units, 10,000 square feet of community-serving space, and 3,200 square feet of retail space; the retention of the existing dental clinic, classrooms, and 25 parking spaces. As part of the project, 281 parking spaces would be developed for a total of 314 parking spaces.
- ◆ **Market & Octavia Neighborhood Plan EIR** – Wilbur Smith Associates prepared the transportation analysis for the Market & Octavia Neighborhood Plan EIR (the "Plan"), which calls for 4,400 new residential units, increased commercial space, and changes to the off-street parking and loading requirements within the Plan area. WSA evaluated the existing transportation network, including traffic, transit, bicycle, and pedestrian volumes, the geometry and level of service for 32 intersections, and parking demand within the Plan area. WSA developed mitigation and improvement measures that carefully considered possible changes to street geometry (adding turn pockets, changing lane directions) and signal timing, and the effects of forgoing certain aspects of the Plan, such as making no changes to the configuration of specific corridors. These potential mitigation measures were evaluated to determine if it was possible to mitigate the 2025 plus Plan scenario and reduce the effects of the Plan to less-than-significant impacts.
- ◆ **Millbrae Bellamore Development Traffic Engineering** – Wilbur Smith Associates provide traffic engineering services for the I.F. George Corporation's Bellamore development project in Millbrae, CA. The traffic engineering services includes an evaluation of the development's conformance to the Millbrae BART Station Specific

Plan, AM and PM peak hour intersection analysis at four (4) locations, evaluation of site entrance/egress, and an evaluation of the internal circulation in the parking garage. The project is located near the Millbrae BART Station within the specific plan area.

- ◆ **Millbrae Chadbourne Development** – Wilbur Smith Associates provide traffic engineering services for Village Properties’ Chadbourne at Millbrae Station project. The traffic engineering services include a preliminary evaluation of the internal circulation in the parking garage, and an evaluation of the circulation and parking along the frontage road. The project is located near the Millbrae BART Station within the specific plan area.
- ◆ **Salinas Fresh Express Environmental Impact Report** – Wilbur Smith Associates prepared the traffic section of the EIR for the Fresh Express expansion in Salinas. The scope of this project consisted of preparing traffic impact estimates for both the weekday PM peak hour and the weekend peak hour (Saturday afternoon). A total of five scenarios were analyzed:
 - Existing Conditions
 - Existing + Project Conditions
 - Short-Term Cumulative (2005) + Project Conditions
 - Long-Term Cumulative (2020) Conditions
 - Long-Term Cumulative (2020) + Project Conditions

Potential highway improvements were considered, along with potential major new driveways onto city streets

- ◆ **San Rafael Canal Neighborhood Community-Based Transportation Plan** – The Canal Neighborhood of San Rafael is a low income multi-ethnic community which is physically isolated from the remainder of San Rafael and Marin County by Highway 101, I-580 and the San Rafael Canal. Wilbur Smith Associates was a lead in the community-based transportation planning process, a collaborative effort involving residents, local businesses, community and faith-based organizations, and public agencies. The community outreach component of the project was significant and provided a grass-roots opportunity to identify barriers to mobility in the Canal Neighborhood and develop solutions to overcome them. Ms. Cruz was very involved in the community outreach processes as a bilingual-translator (English-Spanish). She assisted with the translation of informational materials and facilitated discussions during the community outreach workshops.

RELATED EXPERIENCE

- ◆ **Research Assistant, University of California, Berkeley, CA**
SOCIOLOGY DEPARTMENT, BERKELEY, CA
 - Implemented of an organizational system with which to conduct effective research
 - Reviewed, produced a chronicle of taped interviews, and production of transcripts
 - Collected and analyzed data

ELIZABETH CRUZ

Transportation Planner



Wilbur Smith Associates

- ◆ **Intern, City of Berkeley, Berkeley, CA**
CITY MANAGERS OFFICE – PROBLEM PROPERTY TEAM
 - Acted as liaison between property owners and Neighborhood Services Staff
 - Responded to community concerns regarding nuisance violations
 - Conducted on-site problem property surveys, took inventory of sites
 - Applied and helped enforce city codes and ordinances
 - Drafted agendas for weekly advisory meetings, produced written reports based on project deadlines
 - Entered and updated all pertinent information for City's problem property database

SPECIAL PROJECTS

- ◆ **International market Place of San Pablo, Berkeley, CA**
SAN PABLO AVENUE, BERKELEY, CA
 - Compiled and interpreted data for the commercial district to spur economic development
 - Created a brochure to highlight ethnic grocery business in the area and thus increase capital flow
- ◆ **University Avenue Corridor Recommendations, Studio Course**
UNIVERSITY AVENUE, BERKELEY, CA
 - A key member of a 4-member team, performed land use and demographics survey, revised development standards, created a streetscape plan, suggested catalyst project, and made policy recommendations.
 - Chosen as the group with best overall visioning and recommendations



sharon greene +
associates

Years of Experience

30 Years

Education

Harvard University

Kennedy School of
Government - M.C.P., Urban
and Regional Planning

Boston University

Graduate studies, Urban
Affairs

**University of California -
San Diego**

Certificate Program in Real
Estate

Tufts University

B A., English and Economics

Professional Affiliations

Transportation Research
Board (TRB)

Immediate Past Chair:

Transit Cooperative
Research Program;

Immediate Past Chair:

Transit Development
Corporation;

Member: Finance and
Taxation Committee;

Member: Intercity Rail
Committee

American Public

Transportation Association
(APTA)

Second Vice Chair: APTA
Business Member Board of
Governors;

Chair: APTA Municipal
Finance Subcommittee;

Chair: Business Members
Government Affairs
Committee;

Member: APTA
Reauthorization Task Force,
Strategic Planning Advisory
Committee, Commuter Rail
Committee, and Planning
and Policy Committee

Women's Transportation
Seminar

Member

SHARON GREENE

Principal

Sharon Greene is a specialist in transportation economics and finance, multimodal transportation planning, and transport systems development. As an expert in financial analysis and evaluation of major transportation system capital investments, she has developed and implemented financing programs for transit systems, highways, and freight corridors within the United States and abroad. Ms. Greene's recent work has focused on funding and financing programs for the \$2.4 billion Alameda Corridor Project in Los Angeles; planning and evaluation of proposed rail systems in Jerusalem and in Tel Aviv; and integration of transit with land use planning in various communities in the United States. Her work has frequently been cited by the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) as an example of the state-of-the-art in transport financial analysis and evaluation methodology.

The following are representative of Ms. Greene's recent engagements related to transit financial planning:

- Jacksonville, Florida North/Southeast and East/Southwest Corridor Alternatives Analysis
- LYNX Strategic Financial Model and Cost Allocation Plan
- California High Speed Rail System Financing Program
- Alameda Corridor (Los Angeles) Financing and Grant Implementation Program
- Albuquerque RIDE Central Corridor Rapid Transit Project
- I-5 Corridor Major Investment Study, Los Angeles, California
- Primary Corridor Bus Rapid Transit Project, Honolulu, Hawaii
- Central Phoenix/East Valley Light Rail Transit Program
- Pasadena Gold Phase II Line Light Rail Transit Project
- U.S. 101 Corridor, Los Angeles, California
- CenterLine Light Rail Transit Project, Orange County, California
- Corpus Christi Trolley Line, Corpus Christi, Texas
- Metrolink Regional Commuter Rail System, Southern California
- Scottsdale Transit Plan
- Cleveland-Akron-Canton Corridor Major Investment Study
- Tel Aviv Metropolitan Mass Transit System Feasibility Study, Israel
- Funding & Financing Program Development, TRAX Light Rail System, Salt Lake City, Utah
- Jerusalem Transportation Master Plan, Israel
- I-15 Major Investment Study, San Diego, California
- Resort Corridor Major Investment Study, Las Vegas, Nevada
- Irvine, California Guideway Demonstration Project Financial Plan
- Transit Service Privatization Feasibility Study for Scottsdale, Arizona
- Big Bear, California Ground Access Feasibility Study
- High Occupancy Vehicle Master Plan for Los Angeles County
- DART South Oak Cliff Corridor AA/DEIS and PE/FEIS, Dallas, Texas
- I-15/State Street Corridor AA/DEIS and PE/FEIS, Salt Lake City, Utah
- Transitway Corridor Analysis Project (TCAP) AA/DEIS, Austin, Texas
- BART Extension to San Francisco Airport, San Francisco, California
- BART Extension to Colma in San Mateo County, California



Ms. Greene served under contract as Manager of Grants and Funding for the Alameda Corridor Transportation Authority. In this capacity, she assisted ACTA, a specially formed joint powers authority of the Port of Los Angeles, Port of Long Beach, and the City of Los Angeles, in implementing a \$2.4 billion financial program for the design, construction, and implementation of a fully grade separated, 20-mile long, rail freight corridor to accommodate the extensive growth in the Ports' intermodal freight activity. Ms. Greene also worked with ACTA, the City of Los Angeles, and the County of Los Angeles in the development and implementation of the Alameda Corridor Economic Revitalization Program.

Previously, under a 3-year contract through SGA, Ms. Greene served as the founding Executive Director of the newly-created Los Angeles-San Diego Rail Corridor Agency (LOSSAN), overseeing the funding and implementation of a phased capital improvement program to facilitate intercity and commuter rail passenger service development in the corridor. In this capacity, she secured over \$25 million in federal funds for the corridor, and its designation as one of five federal high speed corridors in the nation.

Subsequently, she served under contract as Staff Consultant to the Southern California Regional Rail Authority, a five-county joint powers authority which implemented and is presently operating a regional commuter rail system within Southern California. In this capacity, she developed and oversaw the implementation of a \$1.8 billion financial program for the Metrolink Commuter Rail system, involving financial participation by five counties, local jurisdictions, the State of California, the federal government, and the private sector.

Ms. Greene has also been extensively involved in identifying and evaluating alternative financing sources and in preparing short-and long-range financial plans for transport programs requiring legislative or voter approval or innovative financing initiatives, as well as formulating public-private funding packages for individual projects. Among her projects of this nature are:

- Central Florida Regional Transportation Authority (LYNX) Cost Allocation Study
- San Antonio, Texas Intermodal Transit Center Study
- Alvarado Intermodal Transit Center Study/Implementation Plan, Albuquerque, New Mexico
- Revenue Sources Analysis for the Maricopa County (Arizona) Association of Governments
- Financial Element of the Regional Mobility Plan for the Southern California Association of Governments
- Financial Element of the Twenty Year Master Plan of Transportation Improvements for Orange County (California) Transportation Authority
- Member of the Financial Advisory Team to the San Diego Association of Governments for use of local sales tax proceeds
- Special Consultant to the Orange County Toll Road Policy Task Force
- Georgia Rail Passenger Plan
- Dallas-Fort Worth Railtran Commuter Rail Implementation Program
- Southern California Rail Freight Consolidation Study
- Riverside-Orange County Commuter Rail Feasibility Study
- Oceanside-San Diego Commuter Rail Study

Ms. Greene has published a number of papers on transport and infrastructure finance, commuter rail systems planning, and economic impacts of transportation investment, and has received numerous awards and citations for her work from clients and governmental agencies. She has also been a frequent guest speaker or lecturer at professional societies, civic groups, and educational institutions.

Andrew J. Mundew

COMPANY EXPERIENCE

AJM Consulting (1996 to Present)

Responsible for assuring client satisfaction for all consulting projects. Technical specialties include transit planning & operations, transit surveys, community and customer interfaces, automated paratransit installations, and paratransit operations. Have held responsible positions in service evaluation projects in Lexington, Santa Monica, Columbus, Ohio, Canton, Ohio, Savannah, Tucson, Birmingham, Lansing, Michigan, Westchester County, New York, Hartford, Connecticut, and Howard University in Washington D.C.

ATE Management and Services Company (1982 to 1995)

Senior Manager of Planning for ATE Management and Services Company. Was responsible for all comprehensive operational analyses, paratransit operations and planning studies, all transit surveys, planning and related operational studies and development and utilization of related computer application and data management systems. Developed and installed automated paratransit systems that were eventually utilized as the prototypes for current automated systems.

RELEVANT PROJECTS

Transit and Transportation Planning

- Responsible for the completion of over 50 transit service evaluation projects.
- Has conducted over 100 transit surveys. Maintains pride in repeat business. Has conducted multiple surveys in the following transit systems.

Santa Monica, California	7 times
Dayton, Ohio	3 times
Westchester County, NY	3 times
Birmingham, Alabama	3 times
Lansing, Michigan	3 times
Olympia, Washington	3 times
Raleigh, North Carolina	2 times
Sound Transit, Washington	2 times
New York City	2 times
Tucson, Arizona	2 times
Transit Authority of N. Ky.	2 times
Columbia, South Carolina	2 times
Mobile, Alabama	2 times.

- Maintained a responsible technical position in 20 comprehensive transportation and transit projects throughout the Midwest.
- Developed ridership estimates as a part of TDP for Trumbull County in Ohio.
- Responsible for conducting comprehensive surveys for Comair at the Northern Kentucky/Cincinnati International Airport. Project included ridership, loads, travel times, time and delay, and face to face customer surveys. Results were used to assist in the design of additional terminal facilities and the transportation infrastructure to serve those facilities.
- Conducted a study of automated scheduling methods for Westchester County, New York. The study analyzed and provided recommendations for both fixed route and paratransit operations.
- Managed a study in Westchester County, New York that resulted in more efficient routing and scheduling of its 300 fixed route and paratransit vehicles.
- Maintained a responsible role in a rural transportation research project as a subcontractor to Ecosometrics. The results were published as user's guide with software assistance for rural transit operators and planners.
- Completed a TMA project in South Florida as a subcontractor to Barton Aschman - published and presented an associated paper to the ACT in Miami.
- Project manager responsible for all technical aspects for a \$1.9 million onboard survey for New York City Transit. The survey encompassed approximately 50,000 surveyor hours and resulting in approximately 200,000 completed geocoded surveys. The results of the survey were utilized by NYCT for strategic planning. Approximately 65 percent of all bus service in New York City were surveyed. The boarding, alighting, origin and destination addresses were geocoded to latitude/longitude. Processed the survey records through sophisticated geographic edits. Also developed a unique factoring process and associated survey record factors to expand the records to the universe.
- Project manager for statewide planning studies in Kentucky and West Virginia.
- Design and implementation of a transit management performance indicator program. Monthly, each of 50 properties transmitted performance data to headquarters. These data were processed through the system generating various chronological and peer comparison reports of performance indicators. Rankings and relational histograms were included.

Engineering and Community Development

- Designed the parking lots for U.S. Shoe's corporate headquarters in Cincinnati.
- Designed and supervised the reclamation of a landfill in Kentucky.
- Design of various roadways, intersections and traffic signals.
- Responsible role in the development of an industrial park in Kentucky.
- Responsible role in several street landscaping projects in the Cincinnati area
- Engineer responsible for preliminary engineering for a 90 acre development tract located in Southeastern Ohio. Engineering tools include AutoCad and associated civil engineering programs.

Automated Systems and Other Projects

- Responsible for all software procurement and implementation for Charlotte Transit System. Procurements included a fixed route scheduling/runcutting/rostering system and an interactive voice response system.
- Conduct of various evaluations of paratransit and customer information software.
- Development and application of various models and analyses procedures, including:
 - Accounting Systems
 - Queen City Model - an economic model utilized in mass transit analyses
 - Demand Responsive Systems Simulation
 - Disaggregate Transit Demand Models
 - Transportation Disadvantaged Patronage Models
 - Vehicle and Pedestrian Simulation
 - Statewide Trip Models
 - Cohort Survival Program
 - Automated Network Plotting
 - Queuing Models
 - Market Research Summaries.

EDUCATION

Bachelor of Science in Civil Engineering, University of Cincinnati

PROFESSIONAL REGISTRATION

Registered Civil Engineer in the State of Ohio

Appendix: Sample Subcontract Agreement

SUBCONTRACT AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT made as of _____ day of _____, 20__, by and between Wilbur Smith Associates a Professional Engineering Corporation organized under the laws of the state of Delaware (Engineer) and _____ organized under the laws of the state of _____ (Subconsultant),

WHEREAS, Engineer has entered into an agreement dated _____ day of _____, 20__, with (Owner) which is herein referred to as the Prime Agreement and which provides for the Engineer to perform certain professional engineering and adjunct services in connection with the project as described therein. A copy of the Prime Agreement as related to Subconsultants responsibilities is attached as Exhibit A and becomes a part of this agreement as if fully set out herein; and,

WHEREAS, the Engineer desires to subcontract a portion of such described professional services, is herein referred to as (This Part of the Project) and Subconsultant being competent to provide such services, agrees to do so; and,

NOW THEREFORE, Engineer and Subconsultant in consideration of mutual covenants in accordance with the following terms and conditions of this agreement agree as set forth below:

ARTICLE I

SERVICES OF SUBCONSULTANT

- 1.1 Subconsultant shall provide the basic consulting services as described in detail in Exhibit B and further identified as This Part of the Project, within the time periods stipulated.
- 1.2 If authorized in writing by Engineer, Subconsultant agrees to provide additional services as may be required by Engineer and/or Owner which are not included as part of the basic services. Costs associated with such additional services will be paid as agreed to the Subconsultant by the Engineer.
- 1.3 Subconsultant will be held responsible to see that all deliverables for This Part of the Project and other services rendered hereunder shall conform to applicable laws, rules, regulations, ordinances, codes, orders and other requirements of the place where the project is located.
- 1.4 It is recognized that professional engineering consulting services are based on reasoned judgments. It is also recognized that the Subconsultant has a duty to exercise the degree of learning and skill ordinarily possessed by a reputable professional practicing in the same or similar locality and under similar circumstances. Subconsultant therefore shall provide that reasonable standard of care.

ARTICLE II

ENGINEERS RESPONSIBILITIES

- 2.1 Engineer shall in a timely manner provide to Subconsultant all criteria and full information that is available pertinent to This Part of the Project.
- 2.2 Make available all drawings, specifications, schedules and data which were prepared by the Engineer, or by others as may be reasonably available to Engineer all of which Subconsultant may rely upon in performing services hereunder except as may be specifically provided otherwise in writing
- 2.3 Arrange for entry upon private and public property as may be required
- 2.4 Give prompt written notice to Subconsultant whenever Engineer observes or becomes aware of any development that effects the Subconsultants services, or any defects or non-conformance in This Part of the Project.

ARTICLE III

PERIOD OF SERVICES

- 3.1 Subconsultant recognizes that the services for This Part of the Project are dependent upon timely performance. Unless otherwise provided in Exhibit B, Subconsultant shall perform such services in the same character, timing and sequence as Engineer is required to perform under the terms of the Prime Agreement. While individual tasks may vary in time, the overall time for This Part of the Project shall begin on _____ with a completion date of _____ unless otherwise extended by mutual written agreement.

- 3.2 To facilitate the project, Engineer shall be the General Administrator of the project and will communicate all aspects with the Owner and in doing so will coordinate the Subconsultants services and exchange of information among others employed by the Engineer as may be necessary to complete the project as scheduled.

ARTICLE IV

PAYMENT TO SUBCONSULTANT

- 4.1 Engineer agrees to pay Subconsultant for basic services rendered under Article I of this agreement and as stipulated in Exhibit B and agrees to pay for additional services under the same Article with prior written authorization. The maximum compensation for This Part of the Project shall not exceed \$_____.
- 4.2 If the scope, intent or character of This Part of the Project is materially changed by whatever reason, the maximum compensation as provided for in Clause 4.1 shall be equitably adjusted up or down.
- 4.3 Subconsultant shall submit monthly invoices to Engineer in a form consistent with Engineers invoices to Owner for basic and additional services rendered to include costs for reimbursable expenses incurred. Staff time shall be itemized showing name, rate and hours worked. Reimbursable expense shall be itemized and supported by appropriate receipts and/or billing statements. Invoices are to be certified as to their accuracy.
- 4.4 Engineer shall bill Owner monthly on account of Subconsultants services and expenses and shall pay Subconsultant within fourteen days after Engineer receives payment from

Owner. It is the intent that the Subconsultant shall agree to await payment of services and expenses until Engineer has been fully paid for such services by Owner.

ARTICLE V

GENERAL TERMS AND CONDITIONS

5.1 Termination - This agreement may be terminated by Engineer at any time, with or without cause upon written notice given to Subconsultant thirty days prior to the terminating date.

Subconsultant may terminate this agreement upon thirty days written notice to Engineer should Engineer substantially fail to perform in accordance with the terms hereto through no fault of Subconsultant

In either of the two foresaid events, Subconsultant shall be paid for all services satisfactorily completed through the termination date.

Notwithstanding the foregoing, any termination of this agreement shall not relieve the Subconsultant from liabilities sustained by Engineer by virtue of any breach of this agreement by Subconsultant.

5.2 Documents - Subconsultant hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by Subconsultant or its subcontractors in the performance of or in connection with Subconsultant's duties under

this agreement shall be vested solely with the Engineer, including the right to hold, use, assign to Owner, or dispose of same as Engineer deems appropriate in its sole discretion, and Subconsultant waives any property rights and copyright to such documents.

All such documents prepared or provided by Subconsultant and delivered to Engineer pursuant to this agreement are instruments of service in respect to this project. Any use except for the purpose intended by this agreement will be at the user's risk and without liability or legal exposure to the Subconsultant.

5.3 Governing Law - This agreement shall be interpreted under and governed by the laws of

5.4 Subletting - This agreement may not be sublet, assigned, transferred, changed, modified or amended in whole or in part except as may be agreed by the Engineer and reduced to writing and being signed by both the Engineer and Subconsultant.

5.5 Successors and Assigns - This agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

5.6 Severability - To the extent that any provision of this agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.

5.7 Indemnification - Subconsultant shall indemnify, defend and save harmless Owner and Engineer, their officers, servants, agents and employees from and against any and all loss, expenses, claims, demands, suits and judgments of sums of money, including but not

limited to interest, court costs and counsel fees, to any party for loss of life or injury to persons or damage to property growing out of, resulting from, or by reason of, any negligent act, error or omission of the Subconsultant, its officers, agents, servants or employees while engaged upon or in connection with the services required or performed by the Subconsultant.

5.8 Insurance - Prior to beginning work on This Part of the Project, Subconsultant shall procure and maintain insurance policies for protection as below required:

- A. Workers Compensation - Written on an occurrence basis with limits according to statutory minimums.
- B. General Liability - Written on an occurrence basis with no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in the aggregate for personal injury, bodily injury and property damage without limiting coverage for product, completed operations and contractual liability.
- C. Automobile Liability - Written on an occurrence basis with no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage without limiting coverage for owned or leased vehicles.
- D. Professional Liability - Written on a claims made basis with limits no less than one million dollars (\$1,000,000) per claim.
- E. Valuable Papers - Written with a limit of no less than the amount of This Part of the Project.

- F. Excess Liability - Written with a limit of no less than one million dollars (\$1,000,000) per occurrence.
- G Subconsultants insurance policies as provided in Clause B and C above shall be enforced to name the Engineer and Owner as additional insured with respects to This Part of the Project.
- H. With prior approval of the Engineer, Subconsultant may meet its obligations for B, C, and E above by the use of excess umbrella policies.

ARTICLE VI

INCORPORATION OF AGREEMENTS

6.1 It is the intention of this agreement to incorporate, as set forth in full length herein, all provisions, terms and conditions of the Prime Agreement between the Engineer and the Owner. Should any provision, term or condition of this agreement conflict with those as stated in the Prime Agreement, the more strict provisions, terms and conditions shall govern.

IN WITNESS WHEREOF, Engineer and Subconsultant have made and executed this agreement as of the day and year as first above written.

ENGINEER

SUBCONSULTANT

Wilbur Smith Associates

By _____

It's _____

Address for Notices

By _____

It's _____

Address for Notices

EXHIBIT A

PRIME AGREEMENT

EXHIBIT B

**DESCRIPTION OF BASIC SERVICES
(Work Tasks)**

**COMPENSATION FOR BASIC SERVICES
(Lump Sum, Cost Plus, Hourly Rate
Per Diem, Direct Labor Times Factor)**

TIME SCHEDULE BY TASK

Cost Proposal

The following budget represents the WSA estimate to complete the project as proposed.

It includes a breakdown by task of estimated staff hours, for Wilbur Smith Associates, as well as the proposed sub-consultants, Sharon Green and Associates and AJM.

The direct expenses associated with AJM include costs associated with survey production, printing, and data management. Additionally, the cost associated with surveyor hours is presented as a direct expense.

As the scope did not request the collection of new on-off ridership data, such a survey was not proposed.

COST PROPOSAL

THE WILBUR SMITH ASSOCIATES TEAM
 Wilbur Smith Associates, SGA, AJM
 Aug 2006

Santa Cruz SRTP
 Staff Hours and Costs

FIRM	STAFF	HOURLY RATE	HOURS BY TASK											LABOR HOURS	LABOR COST							
			1	2	3	4	5	6	7	8	9	10	11			168%	10%	TOTAL	MATERIALS	TRAVEL	GEN/ADMIN	GRAND TOTAL
WSA	Connor	87.31	16												44	\$2,962	OVERHEAD FEE					
	McL	55.29	24	8	8	16	4	4	4						136	\$7,519						
	Chanch.	30.05	8	8	40				8	4	24	8			128	\$3,846						
	Cruz	22.00		4	32						24	24			84	\$1,848						
	TOTAL WSA		48	20	80	20	24	20	32	28	80	16	24	392	\$16,175	\$27,175		\$4,335	\$47,685	\$750	\$2,500	\$0
Labor Cost by Task			\$2,644	\$771	\$1,644	\$1,154	\$1,375	\$1,154	\$1,164	\$221	\$2,587	\$981	\$721									
SGA	Greene	175.00	8				16	16						40	\$7,000							
	Rouse	125.00					32	32						64	\$8,000							
AJM	AJM* av	82.00		90										90	\$7,380							
DBE	TOTAL SUBS		8	90	0	0	48	48					0	194	\$22,380	included in labor	\$22,380	\$3,000	\$2,500	\$19,000	\$46,880	
Labor Cost by Task			\$1,400	\$0	\$0	\$0							\$0									
TOTAL			56	110	80	20	72	68	32	28	80	16	24	586			TOTAL	\$70,065			GRAND TOTAL	\$97,815

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR REPLACEMENT OF THE SLIDING AND SWING DOORS AT PACIFIC STATION WITH AUTOMATIC DOOR SYSTEMS, INC.

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for replacement of the sliding and swing doors at Pacific Station with - Automatic Door Systems, Inc..

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- One firm submitted a bid for the District's review.
- District staff has reviewed the submitted bid and performed a cost analysis.
- District staff is recommending that a contract be established with Automatic Door Systems, Inc. to provide replacement of the sliding and swing doors at Pacific Station.

III. DISCUSSION

The sliding and swing doors at Pacific Station are worn out and in poor condition. The doors frequently are inoperative in the automatic mode causing difficulties for handicapped persons. On August 7, 2006, District Invitation for Bid No. 06-06 was mailed to ten automatic door firms and was legally advertised. On September 5, 2006, bids were received and opened from one firm. District staff has reviewed the submitted bid and has performed a cost analysis to determine if the bid received is fair and reasonable.

District staff is recommending that a contract be established with Automatic Door Systems, Inc. to provide replacement of the sliding and swing doors at Pacific Station for an amount not to exceed \$ 22,214. Contractor will provide all equipment and materials meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the capital budget. Funds will be transferred in the amount of \$5,714 from the savings realized from the purchase of the shop truck.

12.1

V. ATTACHMENTS

Attachment A: Contract with Automatic Door Systems, Inc.

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

**CONTRACT FOR REPLACEMENT OF SLIDER AND SWING DOORS
AT THE SANTA CRUZ METRO CENTER (06-06)**

THIS CONTRACT is made effective on October 1, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and AUTOMATIC DOOR SYSTEMS, INC. ("Contractor")

1 RECITALS

1 01 District's Primary Objective

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

1 02 District's Need for Replacement of slider and swing doors at the Santa Cruz Metro Center

District requires the replacement of slider and swing doors at the Santa Cruz Metro Center to be used for standard purposes. In order to obtain said replacement of slider and swing doors at the Santa Cruz Metro Center, the District issued an Invitation for Bids, dated August 7, 2006 setting forth specifications for such 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 supplier of materials and services desired by the District and whose principal place of business is 982 Terminal Way, San Carlos, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said replacement of slider and swing doors at the Santa Cruz Metro Center which is attached hereto and incorporated herein by reference as Exhibit B.

1 04 Selection of Contractor and Intent of Contract

On September 22, 2006 District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1 05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2 INCORPORATED DOCUMENTS AND APPLICABLE LAW

2 01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated August 7, 2006

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated September 5, 2006

12.a¹

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

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

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit B, an amount not to exceed \$22,214 for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$22,214 maximum amount payable under this contract, that it does so at its own risk

4.02 Invoices

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

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

5. NOTICES

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

DISTRICT

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

CONTRACTOR

Automatic Door Systems, Inc.
982 Terminal Way
San Carlos CA 94070
Attn: Bill Voerster

6 AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—AUTOMATIC DOOR SYSTEMS, INC.

By _____
Thomas Roehn
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

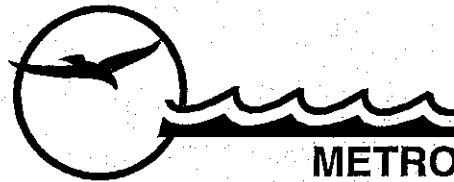
Invitation for Bid (IFB)

**For Replacement of Slider and Swing Doors at the
Santa Cruz Metro Center**

District IFB NO. 06-06

Date Issued: August 7, 2006

Bid Deadline: 2:00 p.m., September 5, 2006



Contents of this IFB

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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated August 7, 2006 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Total Price
1	Total price including all materials, parts, labor, equipment, tax, freight, and incidentals to replace the slider doors at the District's Metro Center.	1 lot	
2	Total price including all materials, parts, labor, equipment, tax, freight, and incidentals to replace the swing-out doors at the District's Metro Center.	1 lot	
3	Grand Total for both items		

Manufacturer/Model _____

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

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

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

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

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

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

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

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 06-06
"Replacement of Slider and Swing Doors at Santa Cruz Metro Center"
Bid Opening 2:00 p.m., September 5, 2006

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

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

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

Telephone Number

FAX Number

Date

Federal Tax ID No.

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

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \1 2}
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

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

BIDDER'S ADDRESS _____

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

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

SIGNATURE OF BIDDER

DATE

AREA CODE/TELEPHONE

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

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

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

BIDDER DBE INFORMATION

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

PART II

INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 110 Vernon Street, Suite B, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

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

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

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

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

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

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

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

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

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

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

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

14. **AWARD OF CONTRACT:** The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.
15. **EXECUTION OF CONTRACT:** The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (110 Vernon Street, Suite B, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. **ERRORS AND ADDENDA:** If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. **NON-DISCRIMINATION:** The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. **DISADVANTAGED AND BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. **INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD:** Written questions pertaining to the specifications and the bid documents during the bidding period shall be directed to:

Lloyd Longnecker, Purchasing Agent
110 Vernon Street, Suite B
Santa Cruz CA 95060
Email address: longnecker@scmttd.com
Telephone: (831) 426-0199
Fax: (831) 469-1958

20. **PREVAILING WAGES:** Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the District has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Department of Industrial Relations publication entitled General Prevailing Wage Rates, current edition, available by going to the world wide web at the following address:
<http://www.dir.ca.gov/dlsr/main.htm>

21. **BIDDER'S SECURITY: A bid guarantee is to be submitted with the bid in the amount of five percent (5%) of the bid price.** The bid guarantee shall be in the form of a cashier's or certified check; a bid bond, or an irrevocable letter of credit.

22. **PERFORMANCE AND PAYMENT BONDS: A Performance Bond in the amount of 100% of the total Contract price, as awarded by the District shall be provided within ten (10) days after notice of award.** Said bond shall guarantee the Contractor's faithful performance of the Contract and compliance with all terms, conditions and requirements specified in the Contract Documents and shall remain in full force and effect up to and including the date of the District's acceptance.

A Payment Bond shall be provided within ten (10) days after notice of award. Said bond shall assure payment, as required by law, of all persons supplying labor and material in the execution of work provided in the contract. Payment bond amounts required from Contractor are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

PART III

SPECIFICATIONS FOR SLIDER AND SWING DOOR REPLACEMENT

1. General Description

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The Contractor shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all work shall be new and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete. Brand Names described below are used to indicate levels of quality. Approved equals requests must be made fourteen (14) days in advance of the bid date.

2. Scope of Work

Contractor shall remove and dispose of existing slider and swing door equipment. Contractor shall furnish and install automatic door equipment specified below. Contractor can reuse existing electrical. Contractor to test and verify proper equipment operation with District's Facilities Maintenance personnel.

3. Door Specifications and Work Requirements

3.1 Slider Doors

At the District's Pacific Station, 920 Pacific Avenue, Santa Cruz, Contractor to remove existing slider doors, provide and install new slider doors and all equipment required for efficient operation. New doors to meet the following specifications:

- 3.1.1 Size: 14'0" x 7'8" x 9'1". Contractor responsible for all final measurements.
- 3.1.2 Slider opening 6'8".
- 3.1.3 Materials and equipment to include: two-way traffic motion sensor controls.
- 3.1.4 Threshold safety sensor with doorway holding beams; microprocessor control box with safety search circuitry.
- 3.1.5 Electro-mechanical operator, 1/8 HP DC motor requiring 120 VAC, 5 amps.
- 3.1.6 Narrow style door panels with 10" bottom rails.
- 3.1.7 ¼" Clear tempered glass.
- 3.1.8 Emergency breakaway sliding door panels and sidelites.
- 3.1.9 One (1) 2" intermediate horizontal muntin per door panel located at 45" above finished door.
- 3.1.10 4.5" Recessed threshold (under sidelites only to match existing system).
- 3.1.11 Adams-Rite Security deadlock with Best cylinder on the exterior and thumb turn interior.
- 3.1.12 Aluminum Finish shall be dark bronze anodized.
- 3.1.13 Typical Type: Stanley Dura Glide 3000 bi-parting door (SO-SX-SX-SO configuration) with transom or equal.

3.2 Single Swing Doors

At the District's Pacific Station, 920 Pacific Avenue, Santa Cruz, Contractor to remove existing single swing doors, provide and install new single swing doors and all equipment required for efficient operation. New doors to meet the following specifications:

- 3.2.1 Single swing door systems with heavy duty door operator along with new transoms to match existing setup. 1 each swing in and 1 each swing out.
- 3.2.2 Door Activation: One-way traffic motion sensor controls, Stanley SU-100 or equal.
- 3.2.3 Door Safety: Surface applied safety sensor system, 4 heads per panel, Sentrex or equal.
- 3.2.4 Microprocessor controlled features: watchdog LED, Life Cycle Data Counter.
- 3.2.5 Electro-mechanical operator, 1/16 HP DC motor.
- 3.2.6 Non-handed operation, operator can be converted for RH or LH application.
- 3.2.7 Split force path, abusive forces applied to door shall bypass motor and gear train.
- 3.2.8 Push and go field selectable feature will allow door to open upon push or pull actions.
- 3.2.9 Manual use: door operator shall function as a manual closer without electrical power.
- 3.2.10 Medium stile door panels with 10" bottom rails & crash bars on approach side.
- 3.2.11 Header case shall be 5-1/2" wide by 6" high extruded aluminum, minimum 0.156" wall thickness.
- 3.2.12 Dark bronze anodized aluminum finish.
- 3.2.13 Separation handrails can be reused or provide new if necessary.
- 3.2.14 Door area 7'7" wide x 9'2" high, each door is 41-1/2" wide. Contractor responsible for all final measurements.

4. Warranty

All parts and labor shall have a one year warranty with service to be provided during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

5. Delivery

All work to be completed with six (6) weeks from award of contract and approved shop drawings.

6. Pre-bid Conference

All interested bidders are invited to attend a pre-bid conference on Wednesday, August 16, 2006 at 10:00 am at the job site, Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz. Attendance is not mandatory but strongly encouraged.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.2 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

7. INSURANCE

7.01 General

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

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated August 7, 2006.

2. DEFINITIONS

2.01 General

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

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

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

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

3. BUY AMERICA CERTIFICATE

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

4. LIQUIDATED DAMAGES

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

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

5. STATE CONTRACT PROVISIONS

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

6. LABOR HARMONY REQUIREMENT

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

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

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

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

PART VI

CONTRACT FOR REPLACEMENT OF SLIDER AND SWING DOORS AT THE SANTA CRUZ METRO CENTER (06-06)

THIS CONTRACT is made effective on _____, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Replacement of slider and swing doors at the Santa Cruz Metro Center

District requires the replacement of slider and swing doors at the Santa Cruz Metro Center to be used for standard purposes. In order to obtain said replacement of slider and swing doors at the Santa Cruz Metro Center, the District issued an Invitation for Bids, dated August 7, 2006 setting forth specifications for such 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 supplier of materials and services desired by the District and whose principal place of business is _____. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said replacement of slider and swing doors at the Santa Cruz Metro Center which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

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

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated August 7, 2006.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated September 5, 2006.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

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

4. COMPENSATION

4.01 Terms of Payment

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

4.02 Invoices

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

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

billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Attention: _____

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VII

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 EQUAL EMPLOYMENT OPPORTUNITY

3.1 Nondiscrimination

- a. Instructions: All construction contracts in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The following clauses shall be included.
- b. Mandatory Language: "During the performance of this contract, the contractor agrees as follows:
 - (1) 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 the District deems appropriate. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. 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 of training including apprenticeship. 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) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and with the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Federal Transit Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) 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 or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 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.
- (7) The contractor will include a citation to 42 CFR Part 60-1 (b) and (c) and the provisions of paragraphs (1) through (7) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375. Such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Federal Transit Administration, may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such litigation to protect the United States."
- (8) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor received from District. The prime contractor agrees to further return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by the District. This applies to both DBE and non-DBE subcontractors. These records will be made available for inspection upon request of by any authorized representative if the District or DOT. This reporting requirement also extends to any certified DBE subcontractor.

3.2 Construction Contract Specifications

- a. Instructions for Use: The following clauses must also be included in all construction contracts and subcontracts over \$10,000 in geographical areas designated pursuant to 41 CFR Part 60-4.6.
- b. Mandatory Language: Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
 - (1) As used in these Specifications
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted.

- (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- (c) "Employer Identification Number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (d) "Minority" includes:
- 1) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);
 - 2) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - 3) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, southeast Asia and the Indian subcontinent, or the Pacific Islands); and,
 - 4) American Indian or Alaskan native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these Specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
- (3) If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a hometown plan approved by the U. S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on work in the plan area (including goals and time- tables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's failure to make good faith efforts to achieve the plan goals and timetables.
- (4) The contractor shall implement the specific affirmative action standards provided in (7) (a) through (p) of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women

shall excuse the Contractor's obligations under these Specifications, Executive Orders 11246 and 11375, or the Regulations promulgated pursuant thereto.

- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral service from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.
 - (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin

boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
 - (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these Specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7) (a) through (p). The efforts of a contractor association, joint contractor-union, contractor community, or other

similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these Specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force and participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- (9) A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The contractor shall not use the goals and timetables of affirmative action to discriminate against any person because of race, color, religion, sex, age or national origin.
- (11) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246, as amended by Executive Order 11375.
- (12) The contractor shall carry out such sanctions and penalties for violation of these Specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.
- (13) The contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulation, or these Specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions herein as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing record satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)." 3.3 Construction Contract Notice

- a. Instructions for Use: The following notice must be included in all construction subcontracts over \$10,000 in geographical areas designated pursuant to 41 CFR Part 60-4.2.
- b. Mandatory Language: "Notice of Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):
 - (1) The offeror's or bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Opportunity Construction Contract Specifications' set forth herein.
 - (a) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.
 - (b) The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
 - (3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; and, the geographical area in which the contract is to be performed.

4.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

4.1 Compliance with Regulations

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

4.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not

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

4.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

4.4 Information and Reports

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

4.5 Sanctions for Noncompliance

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

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

4.6 Incorporation of Provisions

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

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

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal

contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

6.0 CONSERVATION

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

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

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

8.0 LABOR PROVISIONS - Pursuant to regulations set forth at 29 CFR Part 5, the following provisions shall be incorporated in all construction contracts of \$2,000 or more let by the recipient in carrying out the project.

8.1 Minimum Wages

- a. 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 are as 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. 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 (a)(1)(iv) of 29 CFR 5.5; 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 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 record accurately sets forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR 5.5 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) 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 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.
- (2) 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 Administration, U.S. Department of Labor, 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.
 - (3) 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 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.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(1)(B) or (C) of 29 CFR 5.5, 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.
- b. 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 bonafide fringe benefit or an hourly cash equivalent thereof.
 - c. 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.

8.2 Withholding

- a. DOT 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, DOT 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.

8.3 Payrolls and Basic Records

- a. 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 costs 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.
 - (1) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the grantee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 5.5 (a)(3) of Regulations, 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.
 - (2) 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:
 - (a) That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations. 29 CFR Part 5 and that such information is correct and complete.
 - (b) 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.
 - (c) 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.

- (3) 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 (a)(3)(ii)(B) of 29 CFR Section 5.5.
 - (4) 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.
- b. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR Section 5.5 available for inspection, copying or transcription by authorized representatives of DOT 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 Section 5.12.

8.4 Apprentices and Trainees -- Apprentices

- a. 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 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 rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits 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.
- b. Trainees. Except as provided in 29 CFR Section 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 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's 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's 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 apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. 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.

8.5 Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 18 U.S.C. 874 and 29 CFR Part 3, which are incorporated by reference. This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

8.6 Contract Termination - Debarment

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

8.7 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.

8.8 Disputes Concerning Labor Standards

Disputes arising out of the general disputes clause 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 of their representatives.

8.9 Certification of Eligibility

- a. 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 Section 5.12 (a)(1).

- b. 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 Section 5.12 (a) (1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

8.10 Overtime Requirements

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

8.11 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Sec. 5.5.

8.12 Withholding for Unpaid Wages and Liquidated Damages

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

- 8.13 Section 107 of C.W.H.S.S.A is applicable to construction work and provides that no laborer or mechanic shall be requested to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

8.14 Non-Construction Grants

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number

of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8.15 Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 9.1 through 9.15 of this document and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 9.1 through 9.15 of this document.

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

The Contractor agrees:

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

10.0 BUY AMERICA PROVISION

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

A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the bid. A bid which does not include the certificate shall be considered non-responsive.

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

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

In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

11.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

11.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

11.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.0 CONFLICT OF INTEREST

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

13.0 DEBARRED BIDDERS

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

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

14.1 General

The District and Contractor agree:

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

use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.

- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

14.2 Applicability

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

14.3 Definitions

The terms used in this clause have the following meanings:

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

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

16.0 PROJECT SIGNS

The contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the Department of Transportation identifying the project and indicating that the Government is participating in the development of the project.

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

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

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

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

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

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

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

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

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

18.0 NEW RESTRICTIONS ON LOBBYING

18.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

18.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

18.3 Agreement

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

18.4 Penalties.

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

18.5 Cost Allowability

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

19.0 SUSPENSION OF WORK DURING ALERTS ISSUED BY HOMELAND SECURITY ADVISORY SYSTEM

When the Federal Homeland Security Advisory System (HSAS) or the Federal Transit Administration (FTA) issues a Threat Condition Alert Orange (high risk of terrorist attack), Threat Condition Alert Red (severe risk of terrorist attack), Threat Condition Alert Black (under attack), Threat Condition Alert Purple (recovery following attack), the District shall have the right to suspend or delay completion of work under this Contract and take additional action as the District deems necessary to secure the District's facilities as follows:

Threat Condition Orange: the District shall have the right to delay or suspend all non-vital facilities work, as determined in its sole discretion, monitor all work areas and Contractor's personnel and equipment entering work areas.

Threat Condition Red: the District shall have the right to suspend all non-critical maintenance and capital work, as determined in its sole discretion, and to restrict or deny access to work areas.

Threat Condition Black and Threat Condition Purple: the District shall suspend all maintenance and capital work until further notice.

The District shall provide notice to the Contractor, as soon as possible, of the receipt of a Threat Condition Alert and the effect such alert will have upon the work of the Contractor. To facilitate the provision of such notice, the Contractor is required to provide the Program Manager with emergency contact information in the form of cell phone numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to Contractor that work shall be delayed or suspended in accordance with this paragraph. Any delay or suspension of work required under this paragraph shall not entitle Contractor to any claims for additional compensation under this contract.

20.0 IDENTIFICATION OF PERSONNEL; SECURITY

The Contractor shall provide personnel who enter upon the District's property with distinctive identification badges showing the employer's name, the employee's name, the employee's job title, and any employee identification number assigned to such employee. All personnel shall display these badges prominently upon their persons while on District's property. The District will allow only properly certified personnel of the Contractor on its property. The District shall have the right to require the Contractor to conduct background checks on its employees and to remove from the District's any employee the District considers incompetent, careless, or who constitutes a security risk or safety hazard.

PART VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT - B

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated August 7, 2006 at the following prices. The unit bid prices should NOI INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Total Price
1	Total price including all materials, parts, labor, equipment, tax, freight, and incidentals to replace the slider doors at the District's Metro Center.	1 lot	10,457.00
2	Total price including all materials, parts, labor, equipment, tax, freight, and incidentals to replace the swing-out doors at the District's Metro Center.	1 lot	11,767.00
3	Grand Total for both items		22,224.00

Manufacturer/Model: Gilbor Slider / Dor-o-Matic Swing Operator / Vista WALL Doors

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

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

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

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

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

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

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

Addenda No.'s 0

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 06-06
"Replacement of Slider and Swing Doors at Santa Cruz Metro Center"
Bid Opening 2:00 p.m., September 5, 2006

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

Auto Matic Door Systems Inc.
Company Name

Indicate:

Sole Proprietorship


Partnership

Corporation

Joint Venture with _____

982 Terminal Way
Street Address

SAN CARLOS, CA 94070
City, State, Zip Code


Signature of authorized company official

Thomas Roehn PRESIDENT
Typewritten name of above and title

Bill Voerster billv@autodoorinc.com - Field Sales Consultant
Name, title, and email address of person to whom correspondence should be directed

650-592-8282 650-598-3786
Telephone Number FAX Number

September 1, 2006 94-1753071
Date Federal Tax ID No.

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

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

None

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

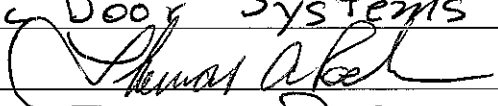
Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

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

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

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

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

Firm Name Automatic Door Systems Inc
Signature of Authorized Official 
Name and Title of Authorized Official Thomas Roehm Pres.
Date September 1, 2006

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: NA

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: NA

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

BIDDER'S NAME Automatic Door Systems Inc
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____ NA _____
 AGENCY _____
 CONTRACT NO. _____

BIDDER'S ADDRESS _____

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

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

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

NA

TOTAL CLAIMED DBE PARTICIPATION \$ _____ %

SIGNATURE OF BIDDER

DATE

AREA CODE/TELEPHONE

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

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

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

BIDDER DBE INFORMATION

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

NA

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ %

**GILDORS MODEL SLM
AUTOMATIC SLIDING DOOR PACKAGE
NO SUBSTITUTIONS-NO EXCEPTIONS**

**SPECIFICATION FOR GILDOR BI-PARTING AUTOMATIC SLIDING DOOR
PACKAGE WITH MICROPROCESSOR CONTROL AND EXPOSED
ON SITE SELF-DIAGNOSTIC
SELF DIAGNOSTIC COMMAND PANEL (BEDIS) FOR OVERHEAD
CONCEALED AND SURFACE APPLIED AUTOMATIC SLIDING DOOR SYSTEM**

STANDARD DOOR PACKAGE WITH BREAKAWAY SIDE PANELS

Automatic sliding door package shall be by Gildor Model SLM with overhead concealed with structural header, microprocessor controlled electromechanical operator with patented Bedis two-wire digital readout control and monitoring pad. A local factory-trained distributor shall perform installation.

SCOPE:

Furnish and install automatic sliding door system as shown on the drawings and as specified herein. The sliding door system shall consist of the following components and features:

1. Aluminum vertical frames and horizontal top and bottom door rails.
2. Top and bottom pivots and breakaway hardware on active leafs with stainless steel pivoting shaft and solid bronze machined bushings.
3. Sliding door operator with microprocessor electronic controls and (Bedis) digital monitoring control panel
4. Operator housing, carrier assembly, guide rollers and all electronic wiring and activating systems to concealed inside supporting structural profile header.

1. ALUMINUM FRAMES AND DOORS:

- 1A. Aluminum frames and doors for Gildor Model SLM shall be fabricated of 6063-T5 alloy. Extruded members, including header serving as structural support profile, shall be of 6063-T6 alloy.
- 1B. Each sliding door leaf carrier shall incorporate panic breakaway hardware and two (2) carriage wheel assemblies. Each carriage wheel assembly shall have three (3) track wheels for a total of six(6) continuous contact roller wheels per active door leaf. Four (4) track wheels shall support the weight of the door and two (2) track wheels shall encompass track to ensure smooth, quiet and trouble free operation. The two (2) bottom continuous contact wheels encompassing track prevent door derailment and avoid jumping of active leaf / leafs when operating cycle or recycle is initiated.

- 1B. Roller wheels shall incorporate doubled journal sealed greased bearings. Door carriers shall permit overall lateral and vertical door adjustments of 5/8", with positive mechanical locks. Track wheels shall glide on replaceable cap track mounted into the main support track profile beam. Each door leaf must have a minimum of four- (4) weight supporting wheels and two (2) Continuous contact track encompassing wheels.
- 1C. Breakaway sidelites with recessed track or surface mounted track, named Side Lite Track.
- 1D. Bottom door guide foot with three point connection guide assembly, incorporate into extruded aluminum housing with spring loaded anchor block Delron rod with stainless steel pin and self lubricating slide foot. Each floor guide shall be made up of 6 3/4" aluminum housing with four anchors, spring loading Delron shaft with three point guide foot that will ride into extruded track with replaceable cap track.
- 1F. Vertical jambs, shall be 1 3/4" x 4 1/2" extruded aluminum. The header shall be 8 1/2" x 7 7/8" and shall incorporate hinged header covers. Extruded sections used for door leaf fabrications shall be of narrow style configuration with vertical rails measuring 2 1/4". Top rails shall be 2 1/2" in height for active leaf(s) and 3 13/16" for sidelight(s). All bottom rails shall be 4" as per standard.

2. FINISH:

- 2A. All exposed aluminum surfaces shall be dark bronze anodized (AAC23A31) or clear Anodized (AAC23A31). (Custom colors or special clad packages available upon request as an option)

3. OPERATION AND SAFETY:

- 3A. Automatic sliding doors, shall be powered by means of an electric DC motor with revolution count motor circuit card and mechanical direct drive gear assembly, transmitted to the active leaf / leaves by a reinforced tooth drive belt connected by the direct tooth belt coupler. Activation controls and hold open devices shall send a signal to power or maintain the door(s) to the open position. The opening cycle shall be stopped by means of a continuous communication between the motor, motor card and microprocessor at the appropriate times the microprocessor-generated signal that electronically reduces or increases voltage to the motor. This will ensure continuous smooth positive operation of the doors throughout the complete opening and closing speeds until the door encounters the mechanical stop.
- 3B. The door(s) shall return closed at a reduced speed until they encounter an additional signal from microprocessor at which point the speed shall be further reduced, slowing the doors, to a creep speed until they reach the fully closed position.

4. ACTIVATING DEVICES STANDARD:

- 4A. Hidden activating devices to be supplied allowing Gildors motion sensor to be concealed and protected by mounting into the structural supporting profile header. This will protect activating equipment from harsh elements and abuse, along with creating a theft and vandal proof environment for activating system. The automatic door package shall be equipped with a doorway monitoring system, to control door opening, closing, and hold open functions by dual hold open beam and deep zone concealed threshold presence detection this presence sensing system will be mounted on, both sides of the door package covering a zone of 36" to 42" out from the face of the door for a total of 72" to 84" of presence sensing. This system shall monitor the complete door opening width and must stay on through the opening, hold open, and closing sequence of the doors. Only presence sensing devices that are mounted and concealed inside the header and continually stay on and cover an area of up to at least three feet from the face of the door on both sides will be acceptable. The automatic door will be activated by motion sensing device mounted and concealed inside structural header. The microprocessor will encompass an additional integrated sensing device that shall automatically reverse the door(s), should an obstruction be encountered during the closing cycle, returning the door(s) to the full open position, The next full cycle after an obstruction has been encountered will be at regular speed, approximately 1" prior to obstacle, then reduces to "slow scan mode" to search for the obstruction. Once the door has completed its closing cycle with no further obstructions, the door will operate at its normal operating speed.

5. EMERGENCY BREAKAWAY:

- 5A. This system shall be equipped with emergency release hardware to allow the door and side panels to swing out during emergency egress which allows for the active leaf / leafs to swing out in the direction of egress. Sliding swing door leafs and side panels shall swing out to 90 degrees from any position in the sliding mode. Breakaway pressure shall be field adjustable to local Building Code requirements, but will be factory set in accordance with ANSI/BHMA Standard 156.10. Sliding doors shall be equipped with automatic interlocking system that will automatically interlock the side panels when the doors are in the closed position.
- 5C. The break out latching system shall be of high quality heavy-duty two piece adjustable ball catch. The breakaway system will be mounted into carrier assembly and back stile of the sliding door leaf. The break out pivoting shaft shall be 1 1/16" x 17" long stainless steel shaft, with solid bronze machined bushings that allow the doors to breakout under all conditions. Side panels will have top & bottom concealed pivot with side adjustable ball catch.

6. SLIDING DOOR OPERATOR:

The operating unit for the Gildor Model SLM Automatic Sliding door shall be microprocessor controlled, electromechanical operator consisting of a DC Motor, with sealed ball bearings, mechanical drive assembly. The microprocessor system shall automatically monitor: mass, weight, and friction, then defines and sets the opening and closing creep positions, including the fully opened and closed position of the door system. The controls shall include an adjustable time delay (1 to 10 seconds) or Night Mode (1 to 30 seconds). Software shall incorporate 16 self-diagnosing display LED codes for easy serviceability.

- 6A. Motor shall be DC maintenance free. Operating from 115 AC-60 cycle-1 phase power supply. The motor must have continuous communication between the motor and microprocessor To insure smooth transition throughout all areas of travel of the doors. This shall be Achieved by not only having a revolution counter at the motor, but also to incorporate A motor circuit card for constant communication so the microprocessor always knows exactly where the doors are. Any mechanism that only relies on motor and revolution counter will not be considered an equal to the specified product.

7. THE BEDIS CONTROL PAD:

- 7A. The Bedis Control Pad with exposed on site self-diagnostic is to be permanently mounted at Automatic Door for continuous on site self-diagnostic and will also allow standard operating functions to be accessed by trained personnel via a key or contact switch. Self diagnostic to include: mechanical interference, forced entry, safety system, motor and computer controls. Each door package will have exposed on site and permanently mounted self-diagnostics features. The Bedis system works in conjunction with the computer control thus insuring ease of Adjustment for service technicians without the need of restricting traffic flow or opening the Cover. Each door package to have its own in place permanently mounted self diagnostic pad.

Any automatic door that wants to be considered an equal to the specified automatic door must have the following features to insure ease of operation and low maintenance cost of doors as well as maintain all life and safety feature in salt air environment:

- A) Door manufacture must have structural header design with minimum weight of 12 lbs. per floor of the header shell only without components as well as similar design to allow maximum strength of automatic door header to be considered an equal to the specified automatic doors.
- B) Header design must have track with replaceable cap track that must be within the header to allow for a fully engulfing track wheel assembly. Header design with tracks in the lower part of the header or that do not have a replaceable cap track will not be considered an equal to the specified product will not be considered equal.
- C) Each slide door leaf shall have a minimum of six contact track wheels with two independent track wheel assemblies. Track wheel assemblies must be capable of up adjustment and down adjustment as well as lateral adjustments. Each Bi-Parting package will have twelve track wheels. Any automatic door that does not have twelve contact track wheels or independent wheel assemblies with up down and lateral adjustment will not be considered equal.
- D) All door panels and side panels must have a triple interlocking capture system to be considered equal. Interlocking chip that locks into vertical rail, horizontal and vertical rails must interlock, clip in vertical rail must interlock into horizontal rail, through bolt vertical rail into horizontal rail with horizontal rail capturing through bolt throughout the full length of the rail.
- E) Automatic sliding door header shall be designed to allow all activating and safety devices to be mounted and concealed inside structural header. This feature will protect activating and safety system from theft, abuse, vandalism, and moisture penetration in a salt air environment. Any door package that does not allow sensor being recessed and concealed into the head will not be considered an equal to the specified doors.

- F) Any breakaway swing hardware that does not have stainless steel pivoting shaft with solid brass machined bushing will not be considered an equal to the specified door. This requirement is to insure proper breakaway without rust or corrosion in a salt air environment.
- G) Any automatic door that doesn't have a motor circuit card to work in conjunction with motor, revolution counter and microprocessor will not be considered an equal to the specified door.
- H) Slow Search Feature- Automatic sliding door microprocessor must have the additional built in safety feature of re-opening at full speed upon contact with an obstacle. Return closed at full speed until approximately 1/2" before point of impact. At that point the door must go into slow search. If door is reactivated prior to completing its close cycle door must return open at full speed, close at full speed until door reaches new cleared point then go back into slow search until door completes cycle. Any door that doesn't have the additional safety of slow search or stays in slow search until door completes its open and close cycle will not be considered an equal to the specified automatic door.
- I) BEDIS Control Pad-Each individual door package must have six standard operating functions and must be equipped with an exposed on-site self-diagnostics to be mounted at eye level for visual diagnostics without disturbing traffic flow by having to get a ladder to an access inside header.
- J. BMS (Business Management System)-All new automatic doors must have the capability of being tied into a Business Management System as part of the automatic sliding door package micro processor standard operating function. These packages must have the capability of performing the following functions if decided by airport at a later date to go to a Management System. This Automatic Door supplied Business Management System must be designed to allow airport personnel to constantly monitor self-diagnostics, adjust as well as visual inspection of all operation of the doors at a remote location without physically going into the terminal. This will allow immediate response and inspection of all doors at anytime. Any automatic door that does not have a business Management System will not be considered as an equal to the specified automatic doors. This same feature will also allow airport officials to shut all doors down at one time within one minute or less without going into airport terminal.

WORK NOT INCLUDED:

1. Preparations of the properly sized, plumb and square opening to receive the slide door system.
2. Glass and glazing as described in the glass and glazing section of the General Specifications.
3. 115 VAC-60 cycle power supply.

GUARANTEE:

GILDORS MODEL SLM shall be guaranteed for a period of two (2) years from the date of installation. This limited two (2) year warranty shall cover any failure due to material defects of workmanship only. Physical abuse, Acts of God, or any service by any unauthorized or non-factory trained technicians, shall null and void any remaining warranty on said equipment.

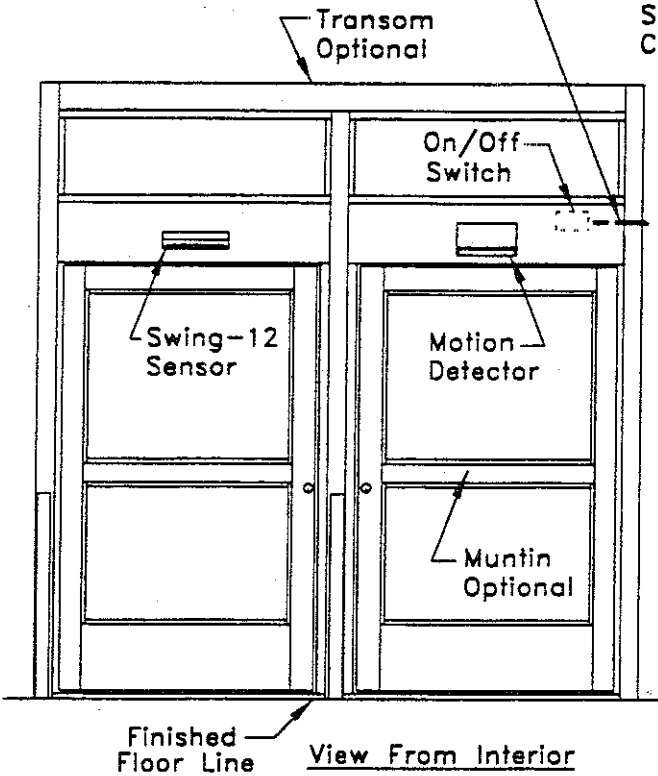
DOR-O-MATIC™

ASTRO-SWING AUTOMATIC SWING DOOR SYSTEM

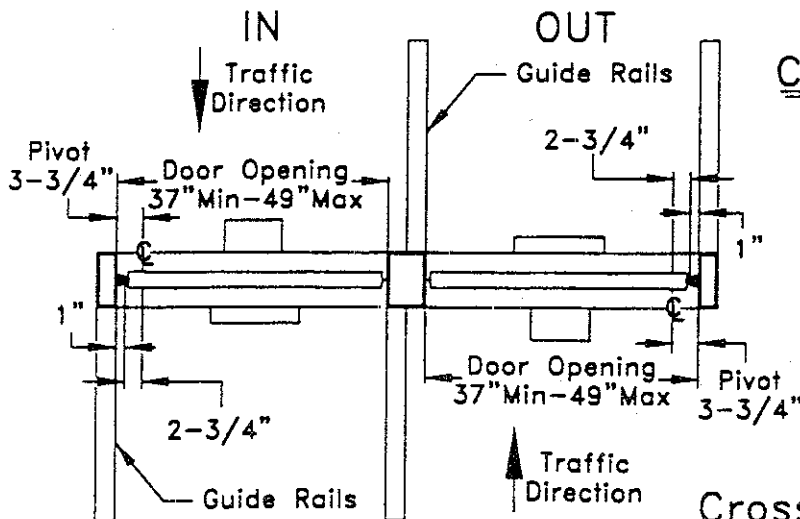
Double Egress (1In, 1Out), Overhead Concealed, Center Pivoted, Incoming Panic/Outgoing Standard With or W/O Threshold

Project: _____ Door #: _____ Date: _____

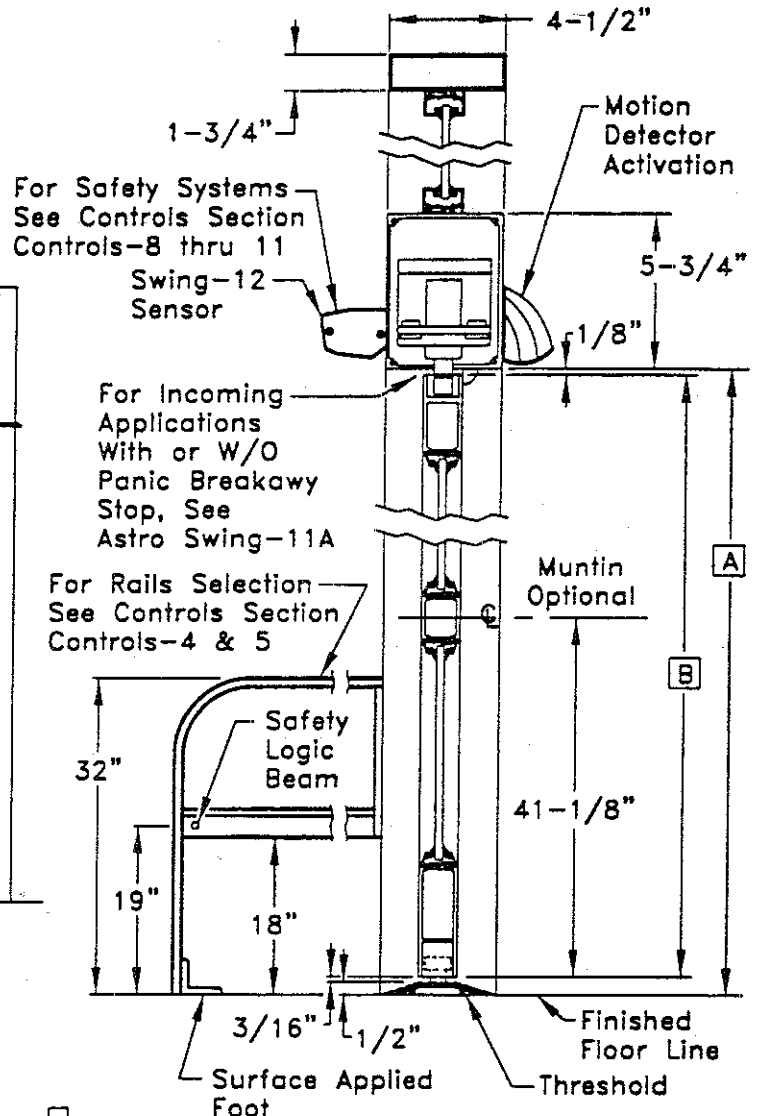
115 Volt, Single Phase Service
15 Amp Per Opening



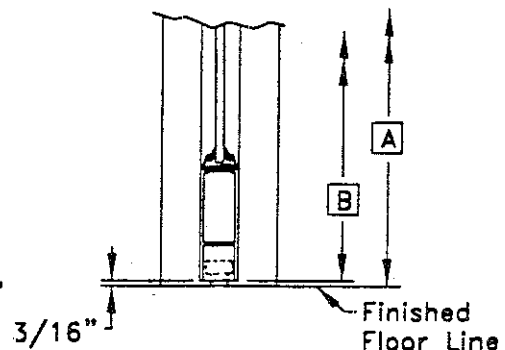
Elevation



Plan View



Cross Section W/Threshold



Cross Section W/O Threshold

(For Dimensions, See Page Astro Swing-11A)



DOR-O-MATIC

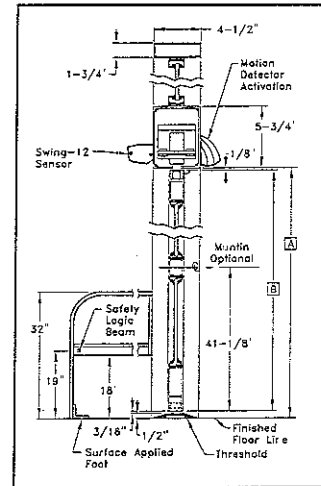
ASTRO-SWING® AUTOMATIC SWING ENTRANCE DOOR PACKAGE

Standard Features

- Adjustable opening speed
- Adjustable backcheck speed
- Power boost closing and power boost holding switch
- Adjustable closing speed
- Adjustable time delay
- Perfectly synchronized pairs of doors
- Narrow stile swing door

Optional Features

- Medium stile swing door
- Variety of finishes
- Door mounted safety systems (Super-Nova®)
- Rail mounted safety (sensor rail)
- Directional motion detectors



Specifications – Astro-Swing

Automatic swinging door packages should be fabricated and delivered by Dor-O-Matic, an Ingersoll-Rand company, Harwood Heights IL 60656

*Following is an abbreviated specification. For complete information, see Master Specification 08461

GENERAL

1. SECTION INCLUDES

- A Aluminum doors and frames
- B Automatic door operators, actuator and safeties

2. RELATED SECTIONS

- A Section 03300 - Cast-in-place concrete: Recess in concrete slab for mat-type actuator.
- B Section _____: Aluminum doors and frames.
- C Section 08211 - Flush wood doors.
- D Division 16 - Electrical: 115 VAC single-phase wiring in conduit between operator enclosure and building power supply and low voltage wiring between enclosure and actuator and safeties

3. REFERENCES

- A ANSI/BHMA A156.10 - American National Standard for Power-operated Pedestrian Doors.
- B UL 325 - Standard for Door, Drapery, Gate, Louver and Window Operators and Systems

4. SUBMITTALS

- A Submit under provisions of Section 01300.
- B Product data: Manufacturer's catalog data, detail sheets and specifications.
- C Shop drawings: Prepared specifically for this project; show dimensions of doors, operators and interface with other products
- D Operating and maintenance data: Operating and maintenance instructions, parts lists and wiring diagrams

5. QUALITY ASSURANCE

Installer qualifications: Factory-trained with minimum 3 years experience

PRODUCTS

1. MANUFACTURERS

- A Acceptable manufacturer: Provide products made by Dor-O-Matic, 7350 W Wilson Ave., Harwood Hts., IL 60656 U.S.A.
- B Requests for substitutions will be considered in accordance with provisions of Section 01600
- C Substitutions: Not permitted.
- D Provide all door operators from a single manufacturer

2. DOORS AND FRAMES

- A Doors and frames: Extruded aluminum
- B See details and specification in Doors and Frames Section
- C Top and bottom channels for hollow metal or wood doors specified elsewhere

3. OPERATOR COMPONENTS

- A Door operators - Operation: Electric power open with spring and power boost closing and holding; comply with ANSI A156.10 and UL 325
- B Door operators - Construction: Completely electro-mechanical; comply with ANSI A156.10 and UL 325
- C Operator enclosure: Overhead header concealing all operating parts except arms and manual control switches

4. ACTUATOR

- A Motion detectors: Dor-O-Matic Astro-Scan II
- B Push plate actuator: Formed metal plate with rounded corners, satin finish, approximately 5 inches (127 mm) square, with depressed marking
- C Overhead-mounted infrared safety sensors: Dor-O-Matic Swing-12 with safety beams

EXECUTION

1. EXAMINATION

- A Verify that door openings and doors are properly installed and ready for installation of automatic door equipment.
- B Verify that electrical service is available, properly located and of proper type

2. INSTALLATION

- A Install in accordance with manufacturer's instructions; comply with ANSI A156.10
- B Install mat-type actuator in recesses in floor, level and grout securely
- C Verify that electrical connections are made correctly
- D Adjust and clean.
- E Adjust doors and operators for proper operation, without binding or scraping and without excessive noise

7350 West Wilson Avenue
Harwood Heights IL 60656-4786
708 867 7400 800 543 4635
Fax 708 867 0291
www.doromatic.com

DOR-O-MATIC®

AUTOMATIC DOOR SYSTEMS

Astro/Senior/Mid-Swing Overhead Concealed and Surface Applied

Installation Instructions

DOR-O-MATIC®
Hardware Products
121 West Railroad Avenue
Princeton, IL 61356-0100
1-800-526-2400
Fax: 800-666-0472
www.lcnclosers.com

DOR-O-MATIC®
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708-867-7400
Engineering Fax: 708-867-1177
www.doromatic.com



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IMPORTANT

Dor-O-Matic Astro Swing

The Astro Swing Power Operator System is a high energy product and **must** conform to the latest version of ANSI/BHMAA156.10 (American National Standard for Power Operated Pedestrian Doors)

The ANSI/BHMAA156.10 Standard **must** be referenced when installing or servicing an Astro Swing Power Operator System to ensure that all applicable requirements within the standard are met. These requirements include, but are not limited to:

- the use of guide rails
- the use of sensors (motion, presence, other)
- the use of finger guards
- the use of door signage
- general door performance

Additionally, the Astro-Swing Control Box instruction manual, as well as the manufacturer's instruction manual accompanying any sensor, must be referenced to ensure proper installation, set-up, and operation.

Failure to set up the Astro Swing Power Operator System per ANSI/BHMAA156.10 requirements may result in personal injury or property damage for which the installer is **LIABLE**.

Dor-O-Matic Senior and Middle Swing

The Senior Swing Power Operator System and the Middle Swing Power Operator System are low energy products and **must** conform to the latest version of ANSI/BHMAA156.19 (American National Standard for Power Operated Pedestrian Doors)

Installation Instructions

All installation instructions are valuable references and should not be discarded. They should be given to the building owner or maintenance supervisor after installation is complete



CAUTION

Improper installation or set up may result in personal injury or property damage. Follow all instructions carefully. For answers to questions, call Dor-O-Matic at:

Automatic Door Systems

1-800-543-4635

Hardware

1-800-815-1517



IMPORTANT

These instructions are presented in step-by-step sequence. It is very important that installation begins with "1. Pre-Installation Site and Product Check" (page 4) and continues as directed after each section.



WARNING

Always disconnect main power to the operator prior to servicing or cleaning.

CONTENTS

General	3
Pre-Installation Site and Product Check	4
Concealed Header Installation	5
Surface Header Installation	6
AC Power and Ground Wiring	8
Operator Installation	9
Pivot Block Installation	10
Breakaway or Fixed Stop Installation	11
Control Box Installation	12
Control Box Wiring	13
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Push, Pull, and Offset Arm Installation	19
Glazing	19
Control Box Functions	19
Header Dress Plate Installation	20
Release for Service	20

GENERAL

The Astro/Senior/Mid-Swing is an automatic electromechanical swinging door operator for a single door or simultaneously operated pair of doors. The concealed application operates center pivoted or butt hung/hinged doors. The surface application operates balanced, offset pivoted, or butt hung/hinged doors in either push or pull mode.

When activated, the Astro/Senior/Mid-Swing drives the door to the full open position, then electrical power is turned off and the door is closed by spring force. The activating circuit opens the door from any position in the closing swing. During a power failure, the swing acts as a manual door closer (Astro/Senior as size 3, Mid as size 2). Door opening and closing cycles, including opening speed, back check speed, hold open time delay, closing speed, and latch position, are adjustable.

1. PRE-INSTALLATION SITE AND PRODUCT CHECK

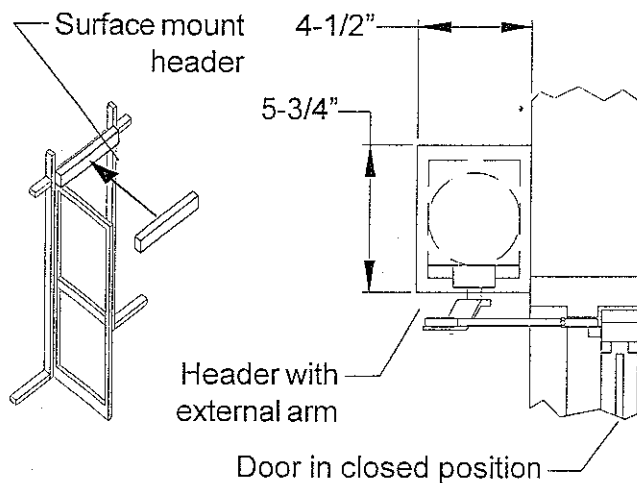


IMPORTANT

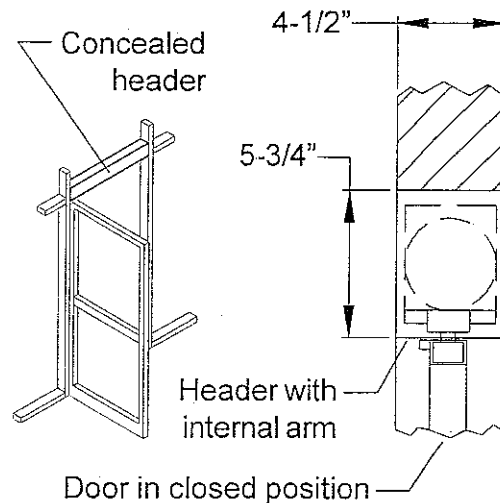
Do not install the Astro/Senior/Mid-Swing unless all of the following conditions are correct

- 1.1. Check that the product model is correct for the required application.
- 1.2. Check that all parts listed on the bill of material are in the shipping container
- 1.3. Check architectural and final approved shop drawings for position of frame and openings.
- 1.4. For concealed applications, check that the opening allows 1/4" at each side and at the top so that the frame and the header can be plumbed square and caulked
- 1.5. Check for sufficient header clearances:

Surface Application (Push System Shown)



Concealed Application



- 1.6. For a ramped floor, check that the break in the grade occurs at the edge of the 2" threshold and slopes away from the entrance to allow proper door swing or panic breakaway
- 1.7. Check that a 115-volt, single phase, 60 Hz, fused, 15 amp, 3-wire power supply is available at the side jamb with approximately 12" of wire available to connect to the operator. UL approved type flexible conduit is recommended for the 115 volt power line.

The 115 volt power supply must be a dedicated circuit from the main circuit breaker panel and **must not** be connected into a building lighting system operating fluorescent lights.

For concealed applications, continue with "2. Concealed Header Installation" (page 5).

For surface applications, continue with "3. Surface Header Installation" (page 6).

2. CONCEALED HEADER INSTALLATION



NOTE

Install **concealed application** headers so there is 1/8" between the bottom of the header and the top of the door.

- 2.1. Prepare jamb tubes:

Factory supplied jamb tubes: Factory supplied jamb tubes are already prepared for header installation, and Riv-nuts are already installed in the jamb tubes.

Existing jamb tubes: Prepare existing jamb tubes using template 81306-684, then install four 1/4-20 Riv-nuts inside each jamb tube

- 2.2. Align the header with the jamb tubes. For headers with a single operator, position the end of the header containing the operator brackets near the pivot side of the opening (Figure 2-1). Secure the header to the jamb tubes with four 1/4-20 hex head screws at each end (Figure 2-2).

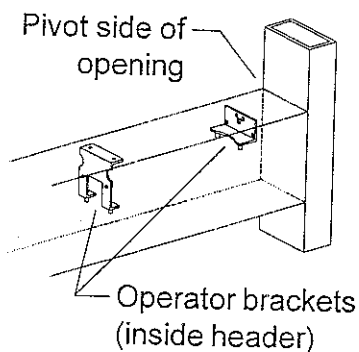


Figure 2-1

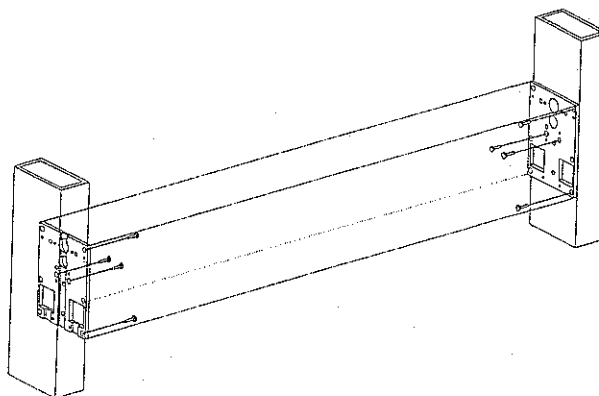


Figure 2-2

- 2.3. Stand the header/jamb tube assembly in the opening
- 2.4. Feed the 115 volt power conduit into the header (Figure 2-3). Leave 12" minimum of wire inside the header for final hookup
- 2.5. Shim and square the side jamb tubes in position, then secure the jamb tubes in the opening

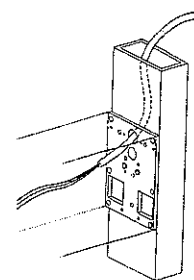


Figure 2-3

Continue with "4. AC Power and Ground Wiring" (page 8).

3. SURFACE HEADER INSTALLATION

- 3.1. For a header with two operators (for a simultaneously operated pair of doors), designate one end of the header as the slave operator end. (It does not matter which end is the slave operator end)
- 3.2. Refer to Figure 3-1 and step 3.3 and prepare wire access holes appropriate for the application in the header using template 91194-684. Be sure to position edge "A" of template 91194-684 as shown in Figure 3-1.

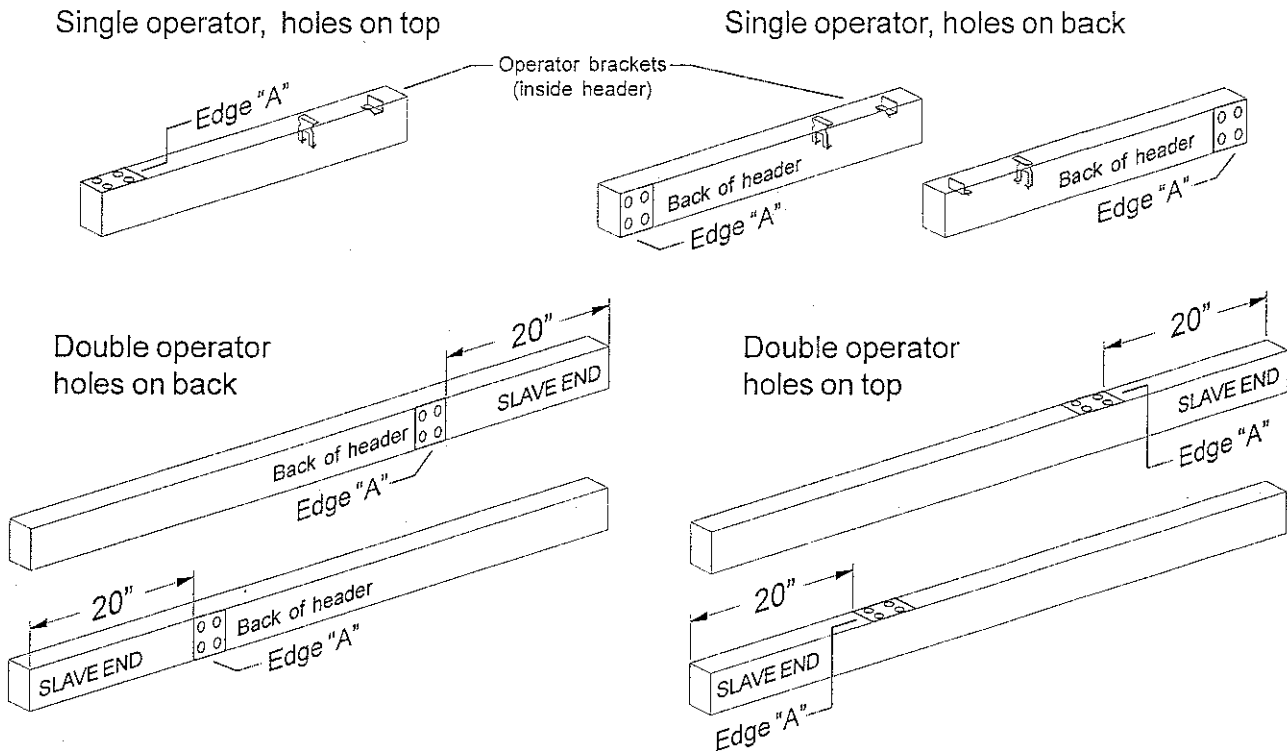


Figure 3-1

- 3.3. Install horizontal mounting brackets on the header per the instructions supplied with the brackets (Figure 3-2). Make sure the horizontal mounting brackets are oriented so the wire access holes in the header (see step 3.2) face up or face the door and, for single operator headers, the operator brackets inside the header are near the hinge side of the opening.

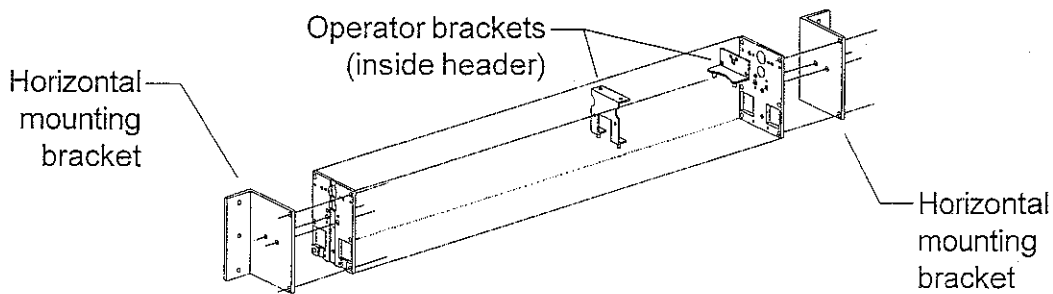


Figure 3-2

3. SURFACE HEADER INSTALLATION (continued)



NOTE

Install **surface application** headers so there is 1" between the bottom of the header and the top of the door.

- 3.4. Install the header with horizontal mounting brackets to the jambs per the instructions supplied with the horizontal mounting brackets (Figure 3-3).

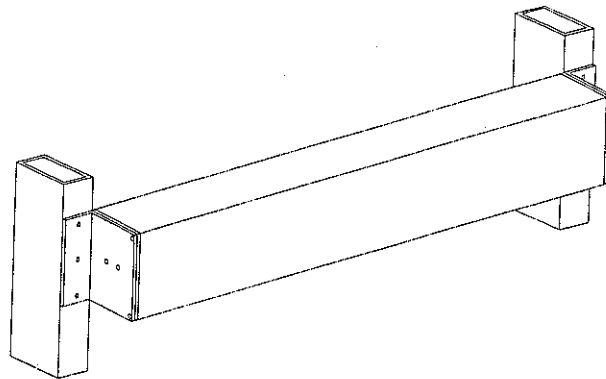


Figure 3-3

- 3.5. Feed the 115 volt power conduit into the header (Figure 3-4). Leave 12" minimum of wire inside the header for final hookup

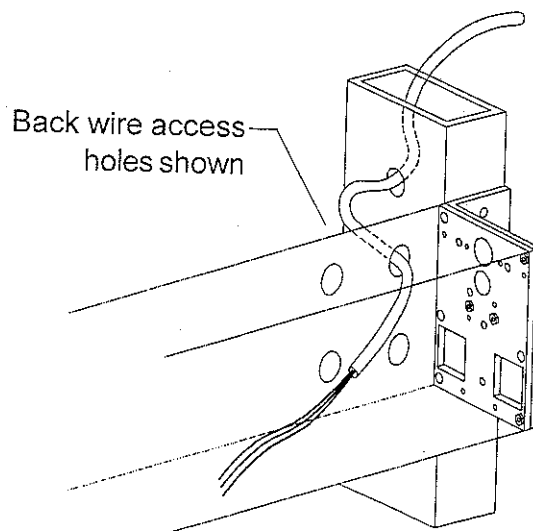


Figure 3-4

Continue with "4. AC Power and Ground Wiring" (page 8).

4. AC POWER AND GROUND WIRING

- 4.1. Connect the 115 volt power hot and neutral wires to the power supply wire harness 81275-000 as shown in Figure 4-1

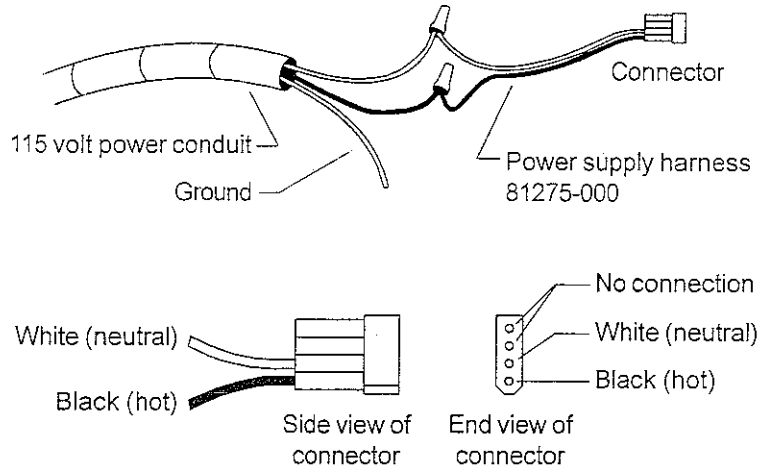


Figure 4-1

- 4.2. Connect the 115 volt power ground wire to the header end plate where shown in Figure 4-2.
- 4.3. Connect the control box ground wire 85009-600 to the header end plate where shown in Figure 4-2. Do not connect the other end of this wire at this time.

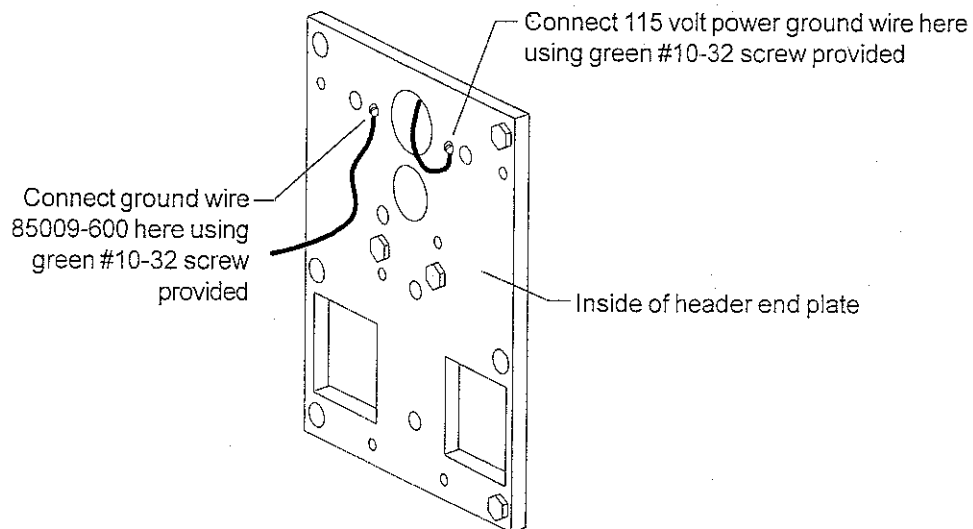


Figure 4-2

Continue with "5. Operator Installation" (page 9).

5. OPERATOR INSTALLATION

- 5.1. For double operator systems with differently handed operators, make sure that the correct operator is installed in each end of the header. The handing of the operator (R H. or L H) is indicated on a label on the operator
- 5.2. For ease of installation, disconnect the green operator ground wire 85010-600 from the operator and connect the other end of this wire to the rear operator mounting bracket in the header (Figure 5-1).
- 5.3. Check that there is a rubber grommet inside each of four mounting holes on the operator (Figure 5-2).
- 5.4. Line up the four mounting holes on the operator with the four mounting studs on the operator brackets (Figure 5-3). Make sure that the operator cable (with 6-pin connector) is hanging down freely and push the operator up onto the mounting studs. Make sure cables are not pinched when operator is installed. (The mounting studs fit snugly into the grommets, and firm pressure may be required to get the operator into position)
- 5.5. Secure the operator to the header using four 5/16-18 hex head screws and washers (Figure 5-3). Tighten the screws until they make contact with the mounting studs on the operator brackets.
- 5.6. Reconnect to the operator the green ground wire that was disconnected from the operator in step 5.2 (Figure 5-3).
- 5.7. For a header with two operators, install the second operator in the same manner.

For center pivoted doors, continue with "6. Pivot Block Installation" (page 10).

For other doors, continue with "8. Control Box Installation" (page 12).

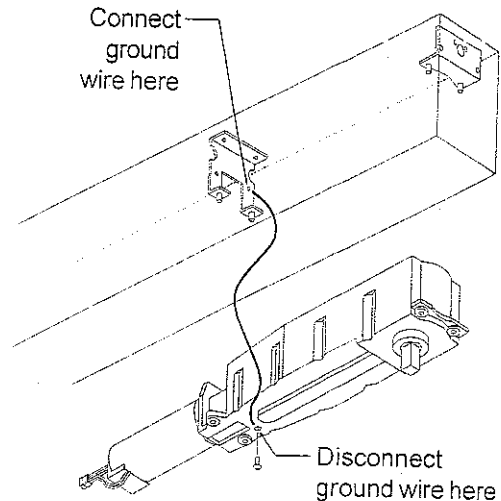


Figure 5-1

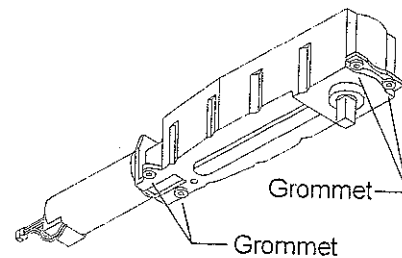


Figure 5-2

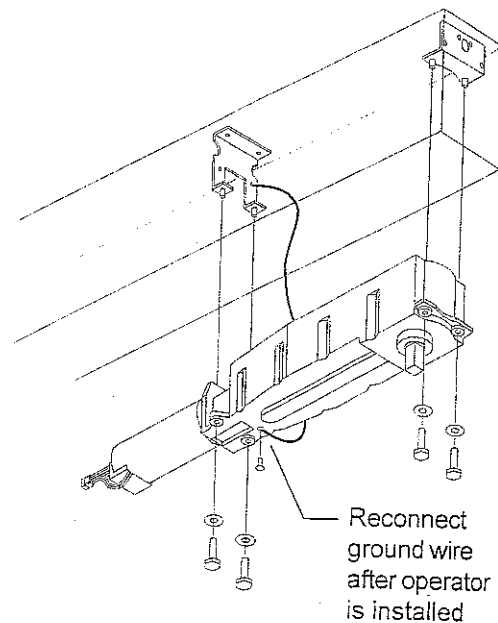


Figure 5-3

6. PIVOT BLOCK INSTALLATION

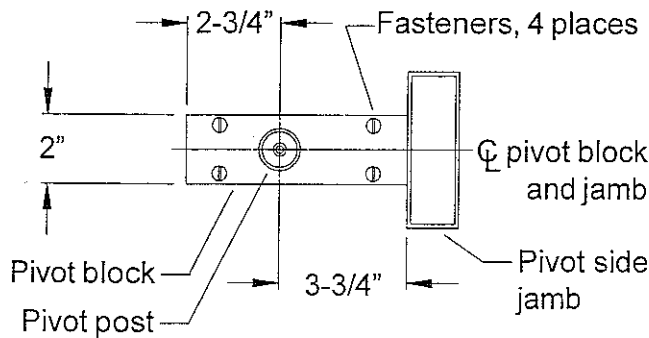


NOTE

This section is applicable ONLY if using the Dor-O-Matic supplied lower pivot block (with pivot post attached) on center pivoted, interior doors. If not being used, continue with "7. Breakaway or Fixed Stop Installation" (page 11).

- 6.1. Position the lower pivot block (Figure 6-1) as shown in Figure 6-2 oriented so the pivot post is 2-3/4" or 3-3/4" (nominal) from the jamb, as necessary
- 6.2. Use the pivot block as a guide and mark and prepare four mounting holes for appropriate fasteners for the mounting surface
- 6.3. Secure the pivot block in place with appropriate fasteners (Figure 6-3).

Continue with "7. Breakaway or Fixed Stop Installation" (page 11).



NOTE

Pivot block shown installed for a door with a 3-3/4" mounting point. For 2-3/4" mounting point, reverse pivot.

Figure 6-1. Top view of lower pivot block.

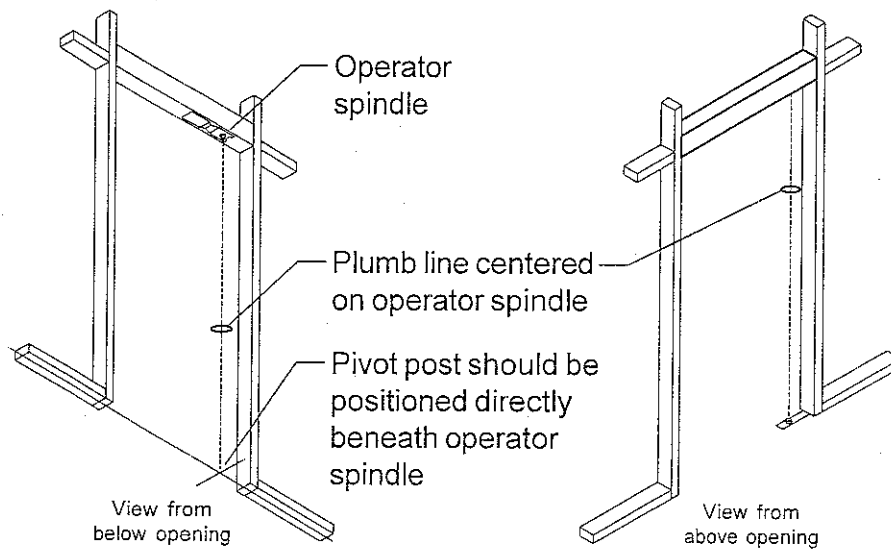


Figure 6-2

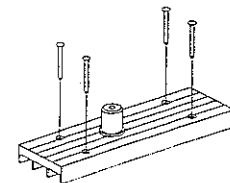


Figure 6-3

7. BREAKAWAY OR FIXED STOP INSTALLATION



NOTE

This section is applicable ONLY to center pivoted doors using the Dor-O-Matic supplied breakaway or fixed stop. If not being used, continue with "8. Control Box Installation" (page 12).

Breakaway and Fixed Stop Operation

The function of the breakaway or fixed stop is to act as a mechanical stop on an inswinging door so the door cannot normally be opened in the outswinging direction.

The **breakaway stop** differs from the fixed stop in that, in a panic or fire condition, when approximately 50 lbs. of force is applied on the door from the inswinging side, the door will open in the outswinging direction. When this occurs, a switch in the breakaway stop disables the automatic operation of the door. The door then remains inoperative and in the breakaway position until it is manually pushed back through the opening to the inswinging side. This action resets the breakaway stop and restores automatic operation.

- 7.1. Orient the breakaway stop according to the directions on the switch label (Figure 7-1). The "OPENING DIRECTION OF DOOR" arrow should point in the direction that the door opens during normal operation.

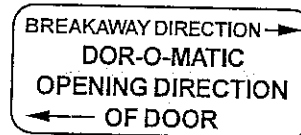


Figure 7-1

- 7.2. Install the breakaway or fixed stop inside the header approximately 2-1/4" from the latch end using the four #8-32 x 3/4" screws supplied with the stop (Figure 7-2). Mounting holes for the stop have been prepared in the header at the factory.

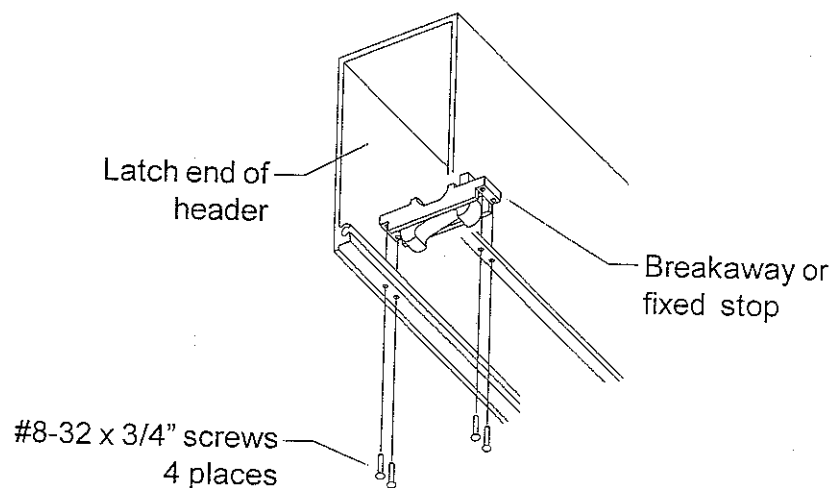


Figure 7-2

Continue with "8. Control Box Installation" (page 12).

8. CONTROL BOX INSTALLATION

- 8.1. Orient the control box so the switches face down and the 6-pin Molex connector faces the operator for a single system or the master operator for a double system (Figure 8-1).
- 8.2. Raise the control box into the header and rotate the two mounting bars so they engage the slots that run the length of the header (Figure 8-2)
- 8.3. See Figure 8-3 for final positions of operator(s) and control box inside the header.

Continue with "9. Control Box Wiring" (page 13).

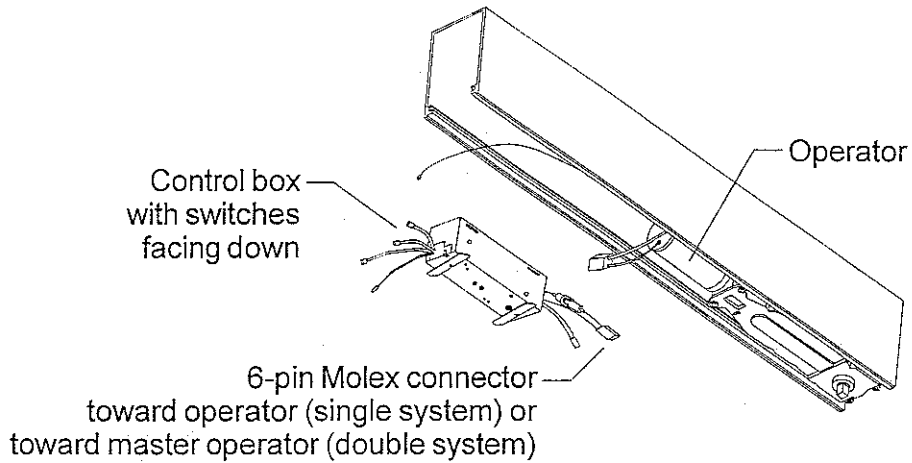


Figure 8-1

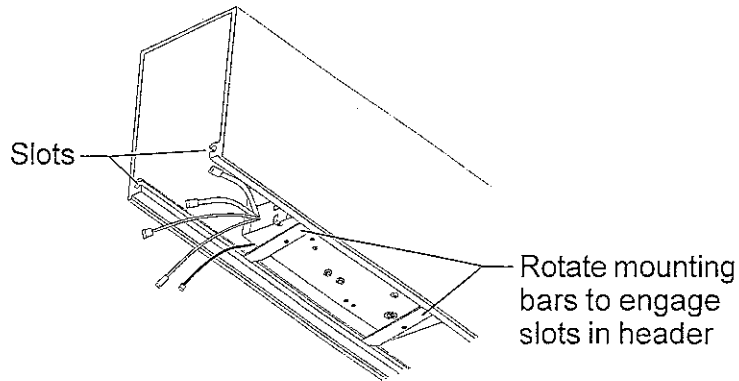
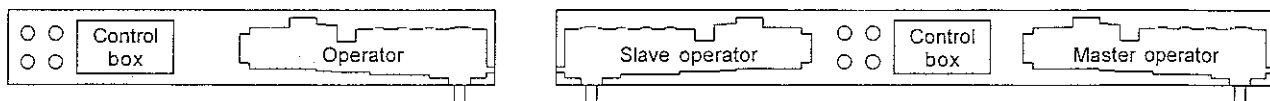


Figure 8-2



Views from front of header,
wire access holes shown on back of header

Figure 8-3

9. CONTROL BOX WIRING



CAUTION

High voltage wiring must be separated from low voltage wiring by using UL listed wiring for the control box, operators, and low voltage accessories.



CAUTION

When joining or separating a Molex plug and receptacle, do not push or pull on any of the wires. This may cause a wire to be pulled loose from a terminal, which may result in a malfunction.

- 9.1. Connect the control box to the motor/gearbox operator by gently dressing the motor wiring harness and 85398-000 or 85398-090 into an "S" shape over the motor and connecting the 6-pin Molex connectors.
- 9.2. Connect the control box ground wire 85009-600 (already attached to the header end plate) to the spade terminal on the control box chassis (Figure 9-1)
- 9.3. Connect the four remaining connectors (see Figure 9-2 for a single operator or Figure 9-3 for a double operator) The arrangement of the plugs and receptacles prevents incorrect joining.
- 9.4. Dress all wires neatly together. Use the stick-on cord-clips 81314-600 to retain wires in their proper locations and add cord-clips on both sides of the fuse holders to prevent shifting.

For center pivoted doors, continue with "10. Finger Guard Installation" (page 16).

For other doors, continue with "12. Push, Pull, and Offset Arm Installation" (page 19).

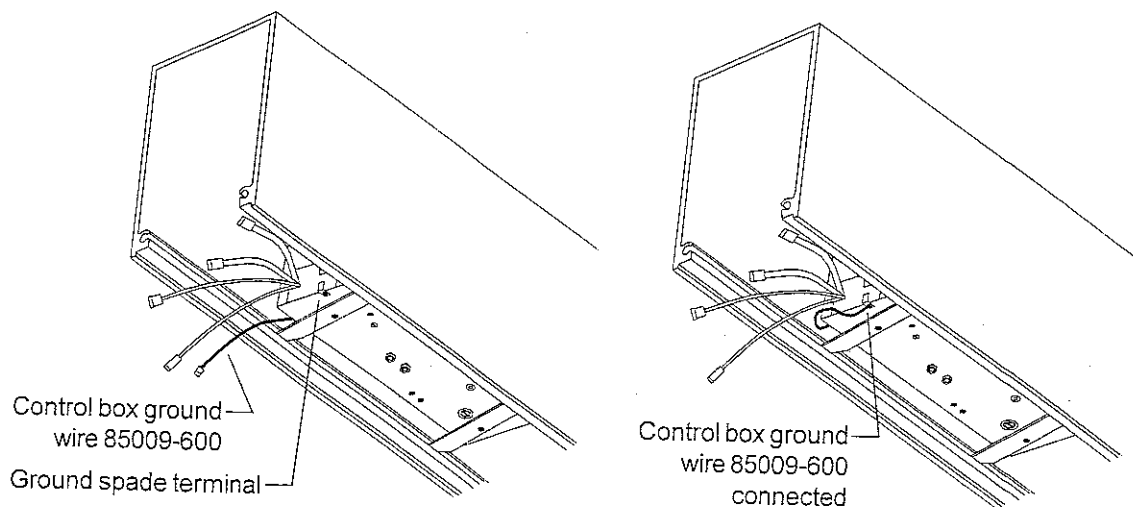


Figure 9-1

SINGLE OPERATOR WIRING

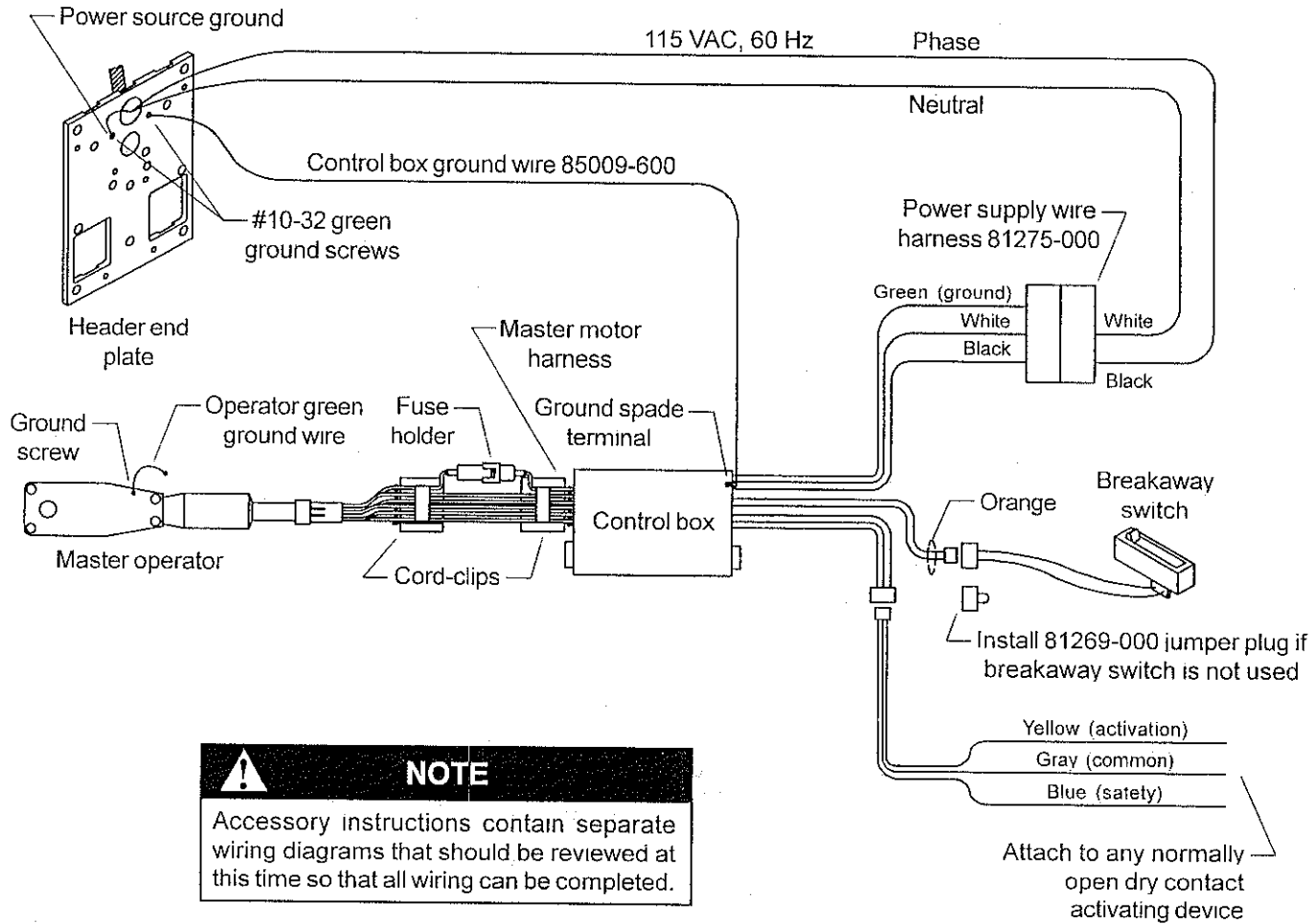
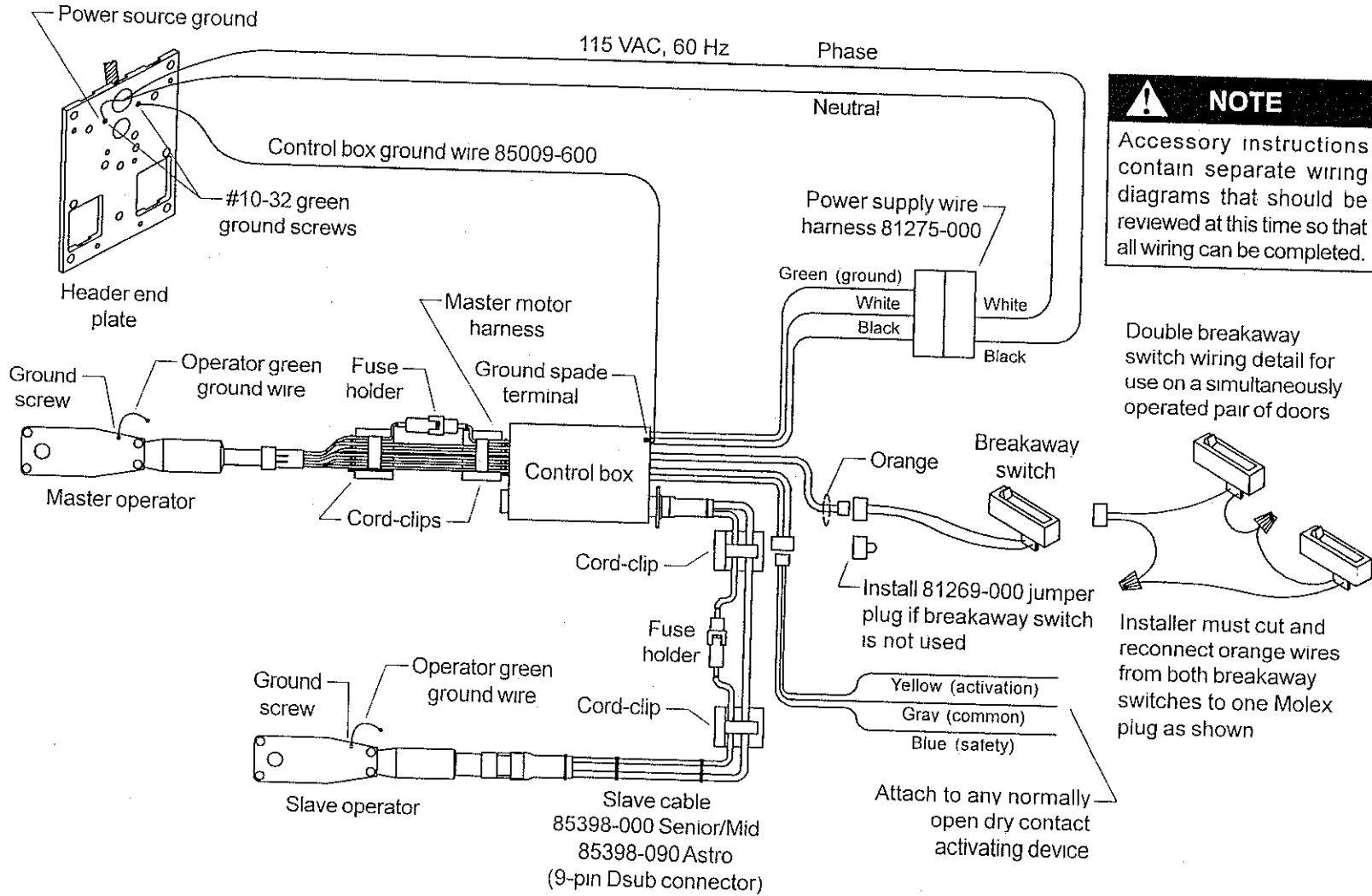


Figure 9-2

DOUBLE OPERATOR WIRING



NOTE
 Accessory instructions contain separate wiring diagrams that should be reviewed at this time so that all wiring can be completed.

9. CONTROL BOX WIRING (continued)

Figure 9-3

10. FINGER GUARD INSTALLATION



NOTE

This section is applicable ONLY to center pivoted doors using the Dor-O-Matic supplied finger guard. If not being used, continue with "11. Center Pivoted Door and Arm Installation" (page 17).

- 10.1. Scribe a line down the center of the pivot side door jamb (Figure 10-1)
- 10.2. If necessary, cut down the finger guard to fit the installation
- 10.3. Align the center of the finger guard over the scribed line. Use the screw holes in the finger guard as guides to locate the mounting holes, and drill #21 (0.159" dia) mounting holes in the door jamb.
- 10.4. Secure the finger guard to the door jamb with #10 self-threading screws.
- 10.5. Make sure there is one mounting screw approximately 1" from each end of the finger guard. If necessary, drill additional mounting holes in the finger guard and door jamb in these locations and install #10 self-threading screws.

Continue with "11. Center Pivoted Door and Arm Installation" (page 17).

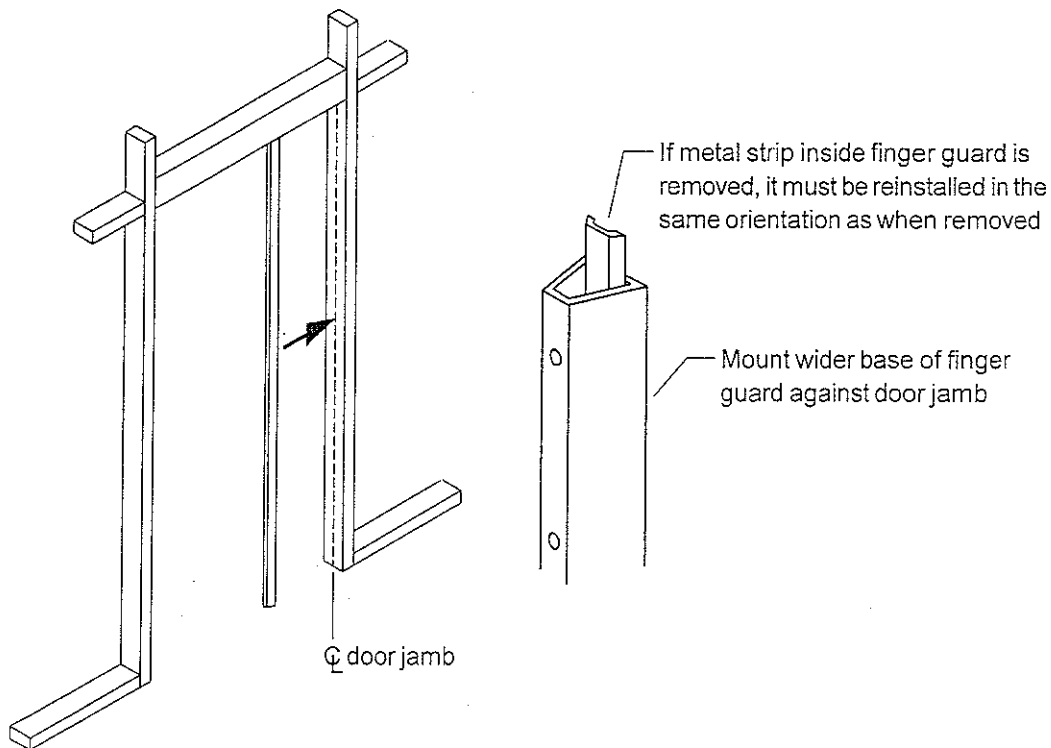


Figure 10-1

11. CENTER PIVOTED DOOR AND ARM INSTALLATION

- 11.1. Doors manufactured by Dor-O-Matic are factory prepared for all required hardware. If another type of door is being used, prepare it per template 880-I (available from factory)
- 11.2. For center pivoted doors, install top arm attachment bar and bottom pivot assembly using screws supplied with those components (Figure 11-1).

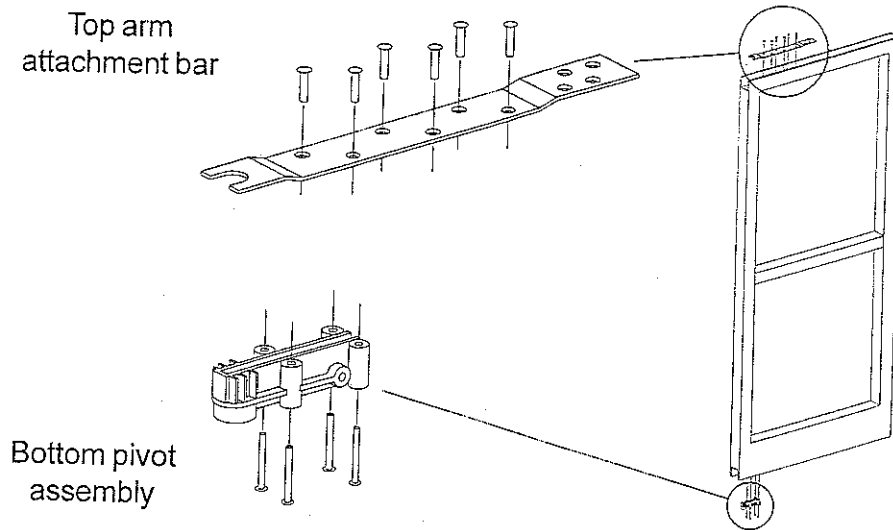


Figure 11-1

- 11.3. The operator is shipped from the factory with the spindle in the breakout position, so the arm must be oriented in the breakout position when installed on the spindle. Before installing the arm, determine the arm breakout position (Figure 11-2).
- 11.4. Orient the arm in the breakout position and press the arm onto the spindle until the end of the spindle is flush with the bottom surface of the arm, then tighten the Allen head cap screw on the arm (Figure 11-3).

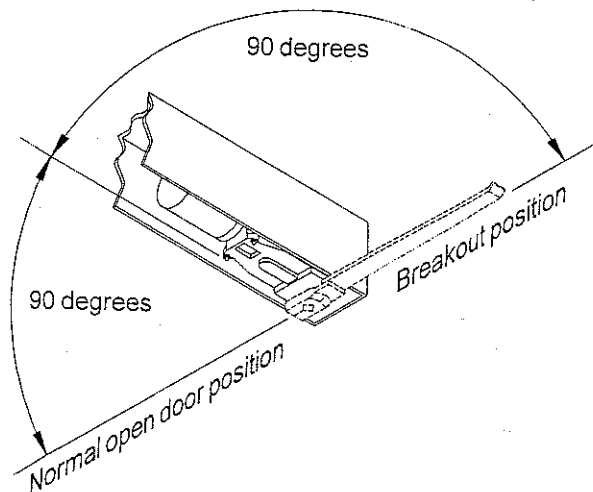


Figure 11-2

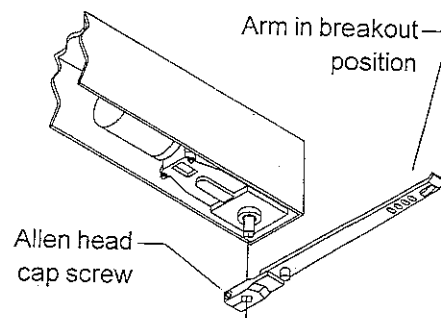


Figure 11-3

11. CENTER PIVOTED DOOR AND ARM INSTALLATION (continued)

11.5. Position the door so the arm is in the top channel of the door and gently slide the door up against the lower pivot (Figure 11-4).

11.6. Lift the door slightly and push back until the bottom pivot locks into place

11.7. Raise the nose of the door and push back until the top arm snaps into place

11.8. Align the door in the open position (perpendicular to the opening).

11.9. Install two 1/4-20 x 1/2" hex head cap screws and washers through two of the oval holes in the arm and into the top attachment arm (Figure 11-5). Install screws in whichever of the positions shown align with the door in the open position (perpendicular to the opening).

11.10. Check door operation by pushing door to normal closed position, continue pushing through breakaway stop to 90 degree open position, and then release door. Door should close.

⚠ CAUTION

If the operator is not connected to the control box, the door will slam closed when released.

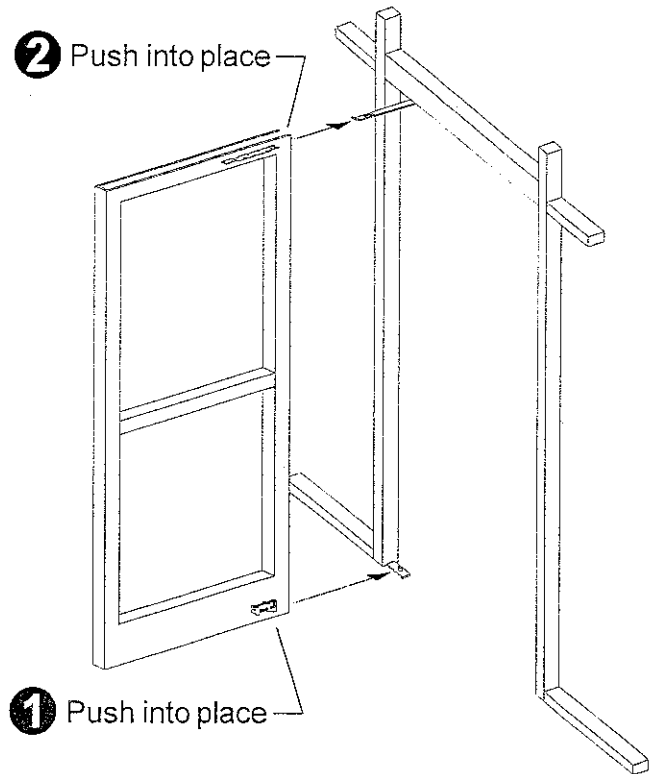


Figure 11-4

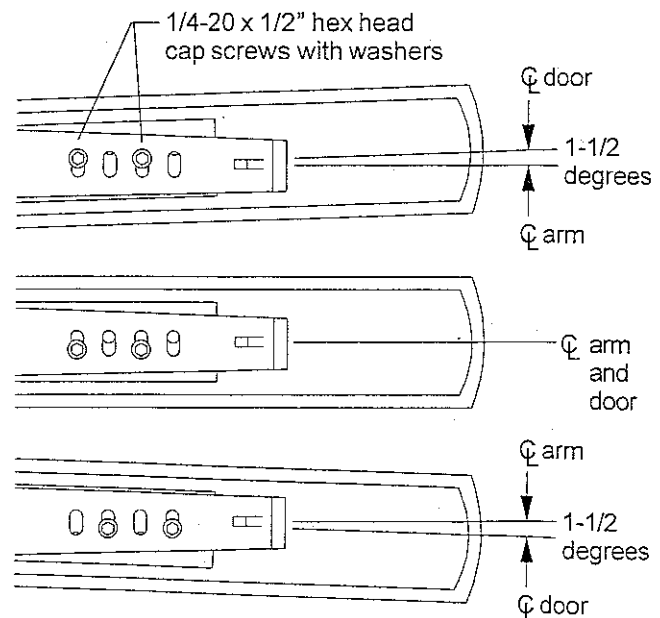
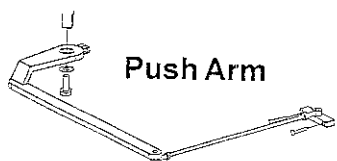


Figure 11-5

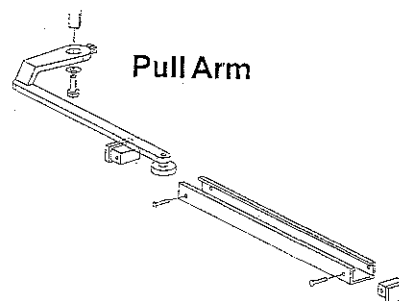
Continue with "13. "Glazing," (page 19).

12. PUSH, PULL, AND OFFSET ARM INSTALLATION

Push Arm: For surface header applications
To install, see separate instructions for
81460-9XX Push Arm & Link Assembly

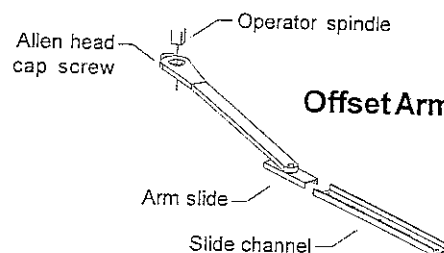


Pull Arm: For surface header applications
To install, see separate instructions for
81470-9XX Pull Arm Assembly



Offset Arm: For concealed header applications with butt hung and offset pivoted doors. To install:

1. Prepare door and install slide channel (see separate Installation Instructions for 87400-XXX Arm).
2. Note position of operator spindle. Turn on operator power. Momentarily short activation wires so spindle slowly rotates toward full open position and stops. Continue doing this until spindle reaches full open position (refer to Figure 11-2), then join activation wires together with a wire nut.
3. Insert arm slide into slide channel, slide arm onto spindle, and tighten arm Allen head cap screw.
4. Remove wire nut from activation wires; turn off power.



Continue with "13. Glazing."

13. GLAZING



CAUTION

Glazing material must comply with the ANSI standard specification



CAUTION

Operator speed adjustments cannot be set properly until after the door is glazed.

Continue with "14. Control Box Functions."

14. CONTROL BOX FUNCTIONS

Refer to separate control box instructions supplied with the control box to set control box functions.

Continue with "15. Header Dress Plate Installation" (page 20).

Astro Swing™ Door Systems

Advanced Technology You Can Rely On

Opening and closing a door is simple. Automating the process so it can be safely and consistently repeated millions of times through decades of heavy traffic requires a much higher degree of engineering. Making the system aesthetically appealing and code compliant is even more demanding.

The ability to provide innovative solutions to these needs has made Dor-O-Matic, a division of Ingersoll-Rand, the leader in quality automatic door products.

And our popular Astro Swing series has proven the perfect choice for a wide range of public, residential and commercial applications.

Advanced, Affordable and Attractive

Astro Swing systems blend state-of-the-art technology with quality materials and superior construction. Electronic controls provide reliable performance and eliminate the need for noisy mechanical positioning cams and switches. Efficient design offers significant reductions in both maintenance and energy costs.

Astro Swing systems are decorative, as well as durable. Elegant styling and attractive finishes create an inviting enhancement to your architectural design.

Safety is our Strong Suit

Astro Swing door systems are not only built tough, they're also built with safety in mind. All Astro Swing models are compatible with our high-performance motion detectors and our swing door safety systems. Safety logic beams and multiple scan zones ensure doors remain closed when the zone opposite the traffic flow is occupied. Doors are free to open when the swing zone is cleared. Once open, the sensor again will scan the open area for obstructions before allowing the doors to close.

Custom Choices, Quality Standards

Astro Swing automatic door systems are available in single door models, or simultaneous pair configurations. Choose from narrow or medium stiles, plus a variety of anodized, painted or clad finishes. Custom designs make small entrances or expansive openings easy to fit. Tell us your architectural needs, and we can build an Astro Swing solution to your specifications.



Standard Features

- Includes: door(s), guide rail(s), control box and operator.
- Available in single, simultaneous pair or double egress configurations.
- Microprocessor control unit for quiet efficiency.
- Fully adjustable opening, closing and backcheck speeds.
- Adjustable time delay for specialized traffic.
- Power boost closing.
- Only one swing door safety sensor required for paired openings.
- Guide rails with safety logic beam and fail-safe function.
- Swing door safety sensor with rail-to-rail coverage that extends through threshold when doors are in the open position.
- Quick connect wiring system with Molex®-type plugs.
- Minimal field wiring.
- No troublesome lockout relay required on sensor system.
- Complies with International Building Code requirements and all ANSI 156.10 requirements.

Optional Features

- Glass thickness up to 1".
- Narrow or medium stile doors.
- Custom guide rails.
- Available in a variety of painted, clad and anodized finishes.



Ingersoll-Rand Company

Dor-O-Matic
Automatic Door Products
7350 West Wilson Avenue
Harwood Heights, IL 60706-4708
708 867 7400 800 543 4635
Fax: 708 867 0291
www.doromatic.com

GILDOR INC., MODEL SLM
BI-PARTING DOOR PACKAGE
WITH SWING OUT PANELS

(SO - SX - SX - SO)
(SHORT FORM SPECIFICATIONS)

(Gildor Model SLM Bi-Parting - No Substitutions)

Automatic sliding door package shall be by Gildor, Inc., with SLM drives, including microprocessor controlled, electro mechanical operator with an exposed, on site, self diagnostics via the BEDIS, two (2) wire readout control and monitoring pad.

Aluminum frames and doors for the automatic sliding door package shall be fabricated of 6063-T5 aluminum alloy. Header shall be self-supporting with the capability of being considered self-supporting with structural characteristics for up to fifteen (15) feet. Header will house all components including complete operator, extruded track, track wheels, and replaceable cap track. Each door carrier shall incorporate panic breakaway hardware with stainless steel pivoting shaft and solid brass pivot blocks. Each sliding door leaf shall have two (2) carriage wheel assemblies. Each carriage wheel assembly shall have (3) track wheels for a total of six (6) contact roller wheels per active leaf and twelve (12) contact roller wheels per BI-PARTING door package.

Automatic sliding doors shall be powered by means of SLM maintenance free, DC motor with mechanical gear drive assembly transmitted to the active leaves by reinforced tooth drive belt and direct tooth belt coupler.

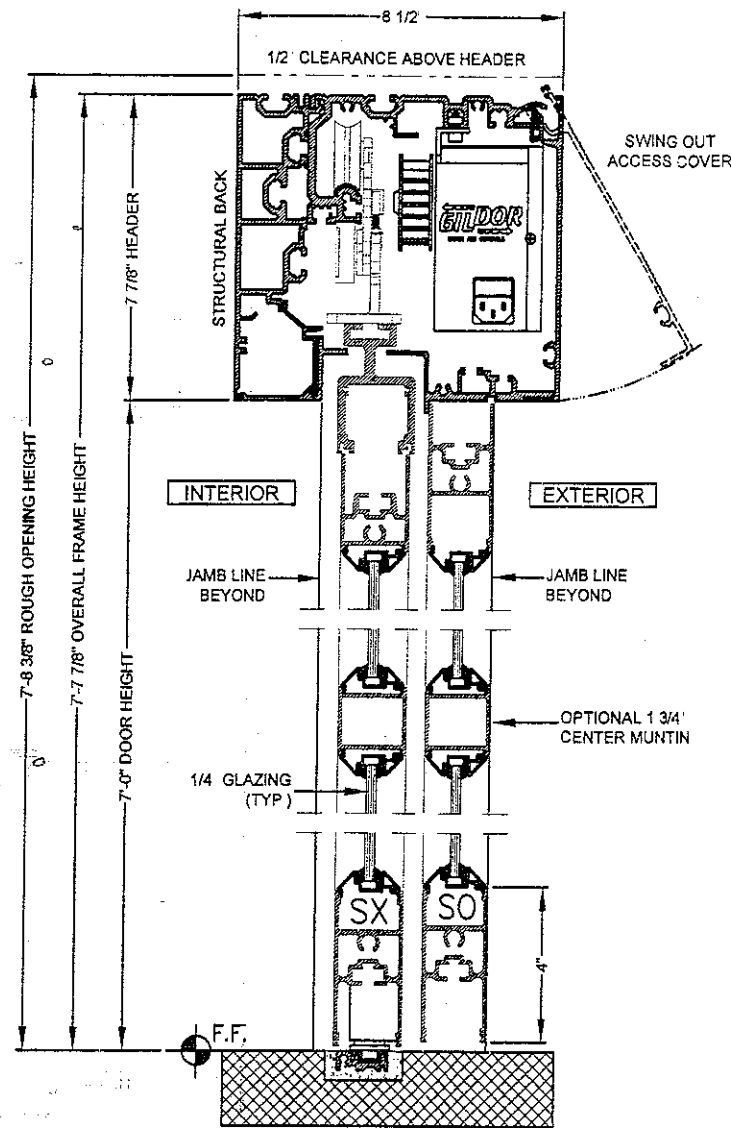
Doorway monitoring system to control door opening. As a standard, closing and hold open functions will be by dual holding beams. As an additional safety option, threshold presence detection mounted inside header is also available. A motion detection-sensing device will activate the automatic door. The microprocessor will encompass an additional integral-sensing device that shall automatically reverse the door(s) should an obstruction be encountered during the closing cycle. The GILDOR door package shall be automated by SLM drives and controls with a microprocessor controlled operating unit that automatically monitors mass, weight and friction of the moving leaves. It then defines and sets the opening, closing and creep location including the fully open and closed position of the door system.

Gildor's Model SLM computer control will work in conjunction with the remote two (2) wire BEDIS control pad. Exposed in place self-diagnostics to be permanently mounted at automatic door location for continuous on site self-diagnostics along with six (6) standard operating functions. Self-diagnostics to include mechanical interference forced entry, safety system, and motor and computer controls. It will be mandatory for these doors to have the capability of diagnosing all these functions. Each door package will have permanently mounted exposed on site self-diagnostics to eliminate false service calls.

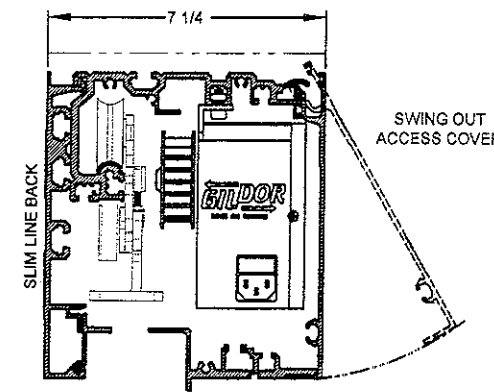
All hardware, guides and locks shall be manufacturer standard. Installation shall be performed by local factory trained distributor, or call Gildor Inc. directly.

GUARANTEE:

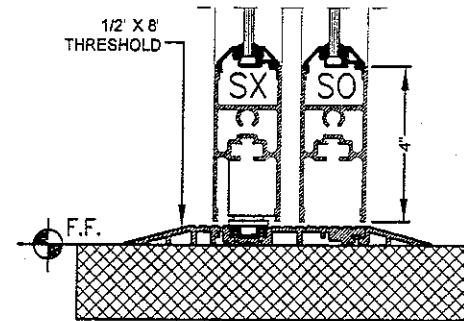
All GILDOR door packages, with SLM drives and controls will come with a limited one (1) year guarantee from the date of installation on all components, parts, and hardware.



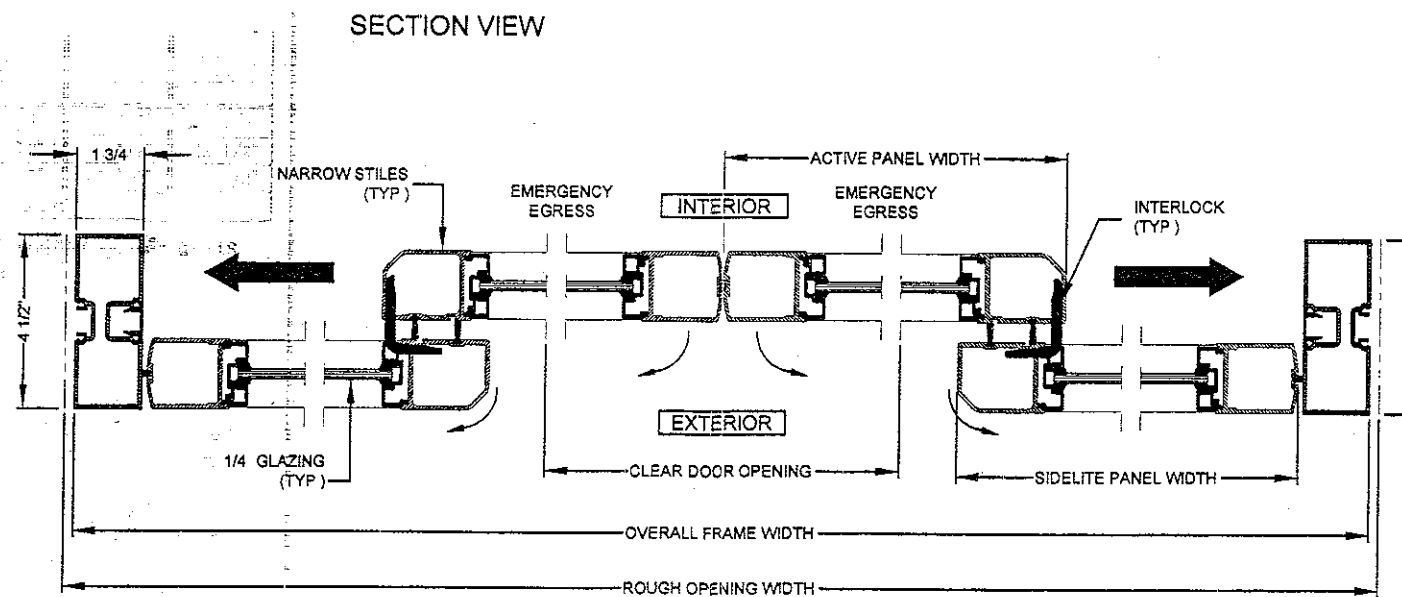
SECTION VIEW



OPTIONAL

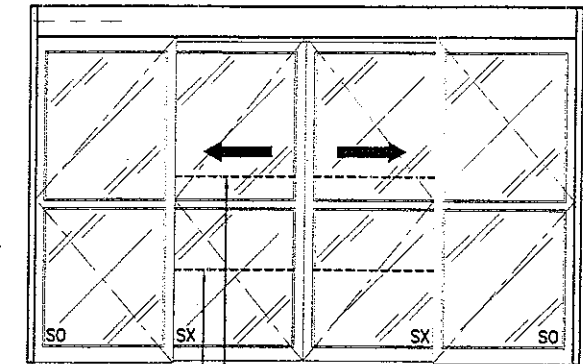


OPTIONAL

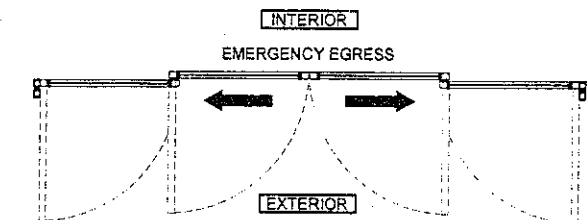


DETAILED PLAN VIEW

110 VAC, 60 Hz, 15 A
BY OTHERS



EXTERIOR ELEVATION



PLAN VIEW

Model SLM Bi-Parting Door Package With
With Full Break Away Panels

MODEL No	CLEAR DOOR OPENING	OVERALL FRAME WIDTH	ROUGH OPENING WIDTH	ACTIVE PANEL WIDTH	SIDELITE PANEL WIDTH
SLM-2-12	61"	12'-0"	12'-0 1/2"	36 1/2"	36 1/2"
SLM-2-14	73"	14'-0"	14'-0 1/2"	42 1/2"	42 1/2"
SLM-2-16	85"	16'-0"	16'-0 1/2"	48 1/2"	48 1/2"
SLM-CSTM	CONSULT FACTORY				

**NOTE: LARGER AND SMALLER SIZES AVAILABLE CONSULT FACTORY DETAILS



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 22, 2006

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ADOPTING POSITIONS OF SUPPORT FOR STATE BALLOT PROPOSITIONS 1A, 1B, 1C, 87, AND A POSITION OF OPPOSITION FOR PROPOSITION 90.

I. RECOMMENDED ACTION

That the Board of Directors adopt positions of support for State Ballot Propositions 1A, 1B, 1C, 87, and adopt a position of opposition to State Ballot Proposition 90.

II. SUMMARY OF ISSUES

- The California State Legislature and the Governor have placed a number of Propositions on the November 7, 2006 Ballot for consideration by the voters.
- A number of the Propositions that will be considered by the voters on November 7, 2006 will have an impact on Santa Cruz METRO.
- Proposition 1A would provide protection for the revenues from the sales tax on fuel for programs like the State Public Transportation Account (STA) that are funded under Proposition 42. The Public Transportation Account provides funding to the State Transit Assistance Program which has typically been passed through the SCCRTC to METRO and has been a major source of capital funding for transit projects.
- Proposition 1B would authorize the sale of bonds to support approximately \$19.9 billion in bonds to support transportation projects. Included in the programs to be supported by the bond revenues is \$3.6 billion in funding to be distributed to for transit projects using the STA formula. The impact of this program would be approximately \$27 million for transit projects in Santa Cruz. Proposition 1B would also provide approximately \$11 million in additional funds to the SCCRTC for the STIP and would provide \$12.2 to local governments in Santa Cruz County for local streets and road projects.
- Proposition 1C would authorize the sale of bonds to support approximately \$2.9 billion in housing project for lower income individuals and for housing projects in urban areas near public transportation. Included in the program is approximately \$300 million for projects such as the Pacific Station Redevelopment Project.
- Proposition 87 would establish a 1.5% variable tax on oil producers that would fund the creation of a \$4 billion Clean Alternative Energy Program to reduce California's

13.1

oil and gasoline consumption by 25 percent. The Proposition prohibits oil producers from passing the tax on to consumers.

- Proposition 90 would place restrictions on how governmental agencies can use the Eminent Domain authority to acquire property and establishes new requirements for compensating property owners for losses resulting from actions that a government agency might take.
- METRO staff has reviewed the referenced Propositions and recommends that the Board of Directors support Propositions 1A, 1B, 1C, and 87. Staff also recommends that the Board of Directors oppose Proposition 90.

III. DISCUSSION

The California State Legislature and the Governor have placed a number of Propositions on the November 7, 2006 Ballot for consideration by the voters. A number of the Propositions that will be considered by the voters on November 7, 2006 could have a financial impact on Santa Cruz METRO.

Proposition 1A would provide protection for the revenues from the sales tax on fuel for programs like the State Public Transportation Account (STA) that are funded under Proposition 42. The Public Transportation Account provides funding to the State Transit Assistance Program which has typically been passed through the SCCRTC to METRO and has been a major source of capital funding for transit projects. Specifically, this measure amends the State Constitution to further limit the conditions under which the Proposition 42 transfer of gasoline sales tax revenues for transportation uses can be suspended. The measure requires Proposition 42 suspensions to be treated as loans to the General Fund that must be repaid in full, including interest, within three years of suspension. Furthermore, the measure only allows suspension to occur twice in ten consecutive fiscal years. No suspension could occur unless prior suspensions (excluding those made prior to 2007-08) have been repaid in full. In addition, the measure lays out a new schedule to repay the Proposition 42 suspensions that occurred in 2003-04 and 2004-05. The suspended amounts must be repaid and dedicated to transportation uses no later than June 30, 2016, at a specified minimum annual rate of repayment.

Proposition 1B would authorize the sale of bonds to support approximately \$19.9 billion in bonds to support transportation projects. Included in the programs to be supported by the bond revenues is \$3.6 billion in funding to be distributed to for transit projects using the STA formula. The impact of this program would be approximately \$27 million for transit projects in Santa Cruz. Proposition 1B would also provide approximately \$11 million in additional funds to the SCCRTC for the STIP and would provide \$12.2 to local governments in Santa Cruz County for local streets and road projects. Proposition 1B bonds would finance a variety of transportation and related projects including: 1) congestion reduction, highway and local road improvements: \$11.3 billion to increase capacity on state highways, local roads and public transit. 2) public transportation: \$4 billion to improve local transit services and state intercity rail services; purchase buses and rail cars and improve transit safety. 3) goods movement and air quality: \$3.2

billion to improve freight movement through ports, on state highway and rail systems and between California and Mexico; improve air quality by reducing emissions related to freight movement, and replace/retrofit school buses. 4) safety and security: \$1.5 billion to increase protection against security threats or improve disaster response on transit systems; improve rail crossing safety, seismically retrofit local bridges, ramps and overpasses; improve security and disaster planning in publicly owned ports, harbors and ferry terminals. Bond funding for all programs would be provided over ten years, subject to annual appropriation by the Legislature. Annual funding for three new programs--Corridor Mobility, Trade Corridors and State Route 99 funding --is tied to the annual budget bill and would therefore require approval by two-thirds of lawmakers, while annual funding for other remaining categories would require a simple majority approval by legislators. A noteworthy public policy change in Proposition 1B is the reinvigoration of the California Transportation Commission (CTC). Following passage of SB 45 in 1997, the CTC's role lessened considerably, with project selection responsibilities shifted to regional agencies, such as the SCCRTC. Under Proposition 1B, however, the CTC would be granted sole discretion over the selection of Corridor Mobility projects, Trade Corridor projects, and a new State-Local Partnership Program. The shift of this control back to the CTC is of some concern to METRO staff.

Proposition 1C would authorize the sale of bonds to support approximately \$2.9 billion in housing project for lower income individuals and for housing projects in urban areas near public transportation. Included in the program is approximately \$300 million for projects such as the Pacific Station Redevelopment Project.

Proposition 87 would establish a 1.5% variable tax on oil producers that would fund the creation of a \$4 billion Clean Alternative Energy Program to reduce California's oil and gasoline consumption. The Proposition prohibits oil producers from passing the tax on to consumers. The program would be administered by a reorganized California Energy Alternatives Program Authority (the Authority) that would raise and spend the \$4 billion to reduce petroleum consumption in California by 25 percent within ten years. The proposal prohibits oil producers from passing the tax on to consumers. However, oil refiners could purchase additional oil from non-California suppliers, whose oil would not be subject to the tax. The Authority would allocate funds from the tax as follows:

- * 57.5 percent for incentives to: purchase alternative fuel vehicles; encourage producers to supply alternative fuels; create alternative fuel infrastructure (fueling stations); provide research grants and loans for alternative fuels and vehicles.
- * 26.75 percent for grants to California universities to improve the economic viability and commercialization of renewable energy and energy efficiency technologies.
- * 3.5 percent for public education campaigns, oil market monitoring and general administration (roughly 2.5 percent of total revenues for administrative costs).
- * 2.5 percent to train students at community colleges.

Proposition 90 (placed on the ballot by initiative) would place restrictions on how governmental agencies can use the Eminent Domain authority to acquire property and establishes new requirements for compensating property owners for losses resulting from actions that a government agency might take.

An analysis of the referenced Propositions by the League of Women Voters is attached to this Staff Report.

METRO staff has reviewed the referenced Propositions and recommends that the Board of Directors support Propositions 1A, 1B, 1C, and 87. Staff also recommends that the Board of Directors oppose Proposition 90.

IV. FINANCIAL CONSIDERATIONS

The passage of Propositions 1A, 1B, and 1C could provide substantial funds for the Capital Improvement Program at METRO, as well as substantial funds for the SCCRTC to program in the STIP, and funding for projects for local streets and roads. The passage of Proposition 87 could provide funds to purchase alternatively fueled vehicles.

V. ATTACHMENTS

Attachment A: Ballot Measure Analysis, League of Women Voters

NOVEMBER 2006 BALLOT MEASURES

Analysis Compiled by the League of Women Voters

PROPOSITION 1A

TRANSPORTATION FUNDING PROTECTION Legislative Constitutional Amendment

QUESTION

Should the California Constitution be amended to further protect the state sales tax revenues for transportation purposes from general-purpose use and require any funds borrowed to be repaid to the transportation fund?

BACKGROUND

(From the LAO analysis)

California spends about \$20 billion a year to maintain, operate, and improve its highways, streets and roads, passenger rail, and transit systems. About one-half of the funding comes from various local sources, including local sales and property taxes, as well as transit fares. The remainder comes from the state and federal levels, largely from gasoline and diesel fuel taxes, and truck weight fees.

Currently, the state levies two types of taxes on motor fuels:

- An excise tax of 18 cents per gallon on gasoline and diesel fuel. (This is generally referred to as the gas tax.)
- A statewide six percent tax on the sale of gasoline and diesel fuel ("sales tax").

Gas Tax. Revenues from the state excise tax on gasoline and diesel fuel used on public roads total about \$3.4 billion per year. The State Constitution restricts the use of these revenues to specific transportation purposes. These include constructing, maintaining, and operating public streets and highways, acquiring right of way and constructing public transit systems, as well as mitigating the environmental effects of these facilities.

Sales Tax. The state's sales tax on gasoline and diesel fuel currently provides about \$2 billion a year. Until 2002, most of the revenues from the state sales tax on gasoline were not used for transportation purposes. Instead, these revenues were used for various general purposes including education, health, social services, and corrections. Proposition 42, which was approved by voters in 2002, amended the State Constitution to dedicate most of the revenue from the sales tax on gasoline to transportation uses. Specifically, Proposition 42 requires those revenues that previously went to the General Fund be transferred to the Transportation Investment Fund to provide for improvements to highways, streets and roads, and transit systems. Proposition 42, however, allows the transfer to be suspended when the state faces fiscal difficulties. Proposition 42 is silent as to whether suspended transfer amounts are to be repaid to transportation.

Since 2002, the state has suspended the Proposition 42 transfer twice because of the state's fiscal condition. In 2003-04, the transfer was suspended partially, and in 2004-05, the full amount of the

transfer was suspended. Existing law requires that these suspended amounts, with interest, be repaid to transportation by 2008-09 and 2007-08, respectively.

PROPOSAL

(From the LAO analysis)

This measure amends the State Constitution to further limit the conditions under which the Proposition 42 transfer of gasoline sales tax revenues for transportation uses can be suspended. Specifically, the measure requires Proposition 42 suspensions to be treated as loans to the General Fund that must be repaid in full, including interest, within three years of suspension. Furthermore, the measure only allows suspension to occur twice in ten consecutive fiscal years. No suspension could occur unless prior suspensions (excluding those made prior to 2007-08) have been repaid in full.

In addition, the measure lays out a new schedule to repay the Proposition 42 suspensions that occurred in 2003-04 and 2004-05. Specifically, the suspended amounts must be repaid and dedicated to transportation uses no later than June 30, 2016, at a specified minimum annual rate of repayment.

FISCAL EFFECT

(From the LAO analysis)

This measure would have no direct revenue or cost effect. By limiting the frequency and the conditions under which Proposition 42 transfers may be suspended in a ten-year period, the measure would make it more difficult to use Proposition 42 gasoline sales tax revenues for non-transportation purposes when the state experiences fiscal difficulties. As a result, the measure would increase the stability of funding to state and local transportation in 2007 and thereafter. However, the state's authority to direct available funds to meet other non-transportation priorities in the event the state faces fiscal difficulties would be somewhat reduced.

WHAT A YES OR NO VOTE MEANS

A **YES** vote means that the California Constitution will be amended to further limit the ways the state can suspend the transfer of the state sales tax on motor vehicle fuels from the General Fund to the transportation fund.

A **NO** vote means that the California Constitution will not be amended to further limit the ways to suspend the transfer of the state sales tax on motor vehicle fuels from the General Fund to the transportation fund.

SUPPORTERS SAY

- Proposition 1A closes the loophole in the current law and ensures that the gas taxes you already pay are spent only on transportation projects.
- Yes on 1A means a stronger economy, with emphasis on infrastructure to move people and goods throughout the state.
- Proposition 1A ensures a stable source of long-term funding to improve transportation.

OPPONENTS SAY

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- In bad years, the Legislature and the Governor need the flexibility to shift funds temporarily to ensure that education receives at least its minimum guarantee.
- Proposition 1A would put still more of California's budget on "automatic pilot."
- Strong protections for highway and pothole funds are already in Proposition 42 of 2002.

SUPPORT AND OPPOSITION

Official ballot arguments in support are signed by the following: Thomas V McKernan, President, Automobile Club of Southern California (AAA); Michael Brown, Commissioner, California Highway Patrol; Marian Bergeson, Chair, California Transportation Commission; Steve Krull, President, California Police Chiefs Association; Mark Watts, Interim Executive Director, Transportation California; Allan Zarembeg, President, California Chamber of Commerce

Official ballot arguments in opposition are signed by the following: Jackie Goldberg, Chair, Assembly Education Committee

FOR MORE INFORMATION

Supporters

- Let's Rebuild California, 916-448-1401, www.ReadForYourself.org
- Rebuilding California, <http://www.plan4ourfuture.org/>

Opponents

- Jackie Goldberg, Chair, Assembly Education Committee, 916-319-2045

Web Resources

Analysis by the Legislative Analyst's office

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PROPOSITION 1B

HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY BOND ACT OF 2006 Legislative Bond Act

QUESTION

Should the state sell \$19.9 billion in general obligation bonds to fund state and local transportation improvement projects to relieve congestion, improve movement of goods, improve air quality, and enhance safety and security of the transportation system?

BACKGROUND

California spends about \$20 billion a year in combined state, federal and local funds to maintain, operate and improve state highways, streets and roads, passenger rail and transit systems. The money comes from state gas taxes (\$6.3 billion), federal gas taxes (\$4.5 billion), local sales and property taxes and transit fares (\$9.5 billion). Since 1990, \$5 billion in state transportation bonds have been approved. Of those funds, \$355 million remains.

PROPOSAL

On May 16, 2006, Governor Schwarzenegger signed SB 1266 (Perata/Nunez), placing a \$20 billion transportation infrastructure bond on the November ballot.

Proposition 1B bonds would finance a variety of transportation and related projects:

- Congestion reduction, highway and local road improvements: \$11.3 billion to increase capacity on state highways, local roads and public transit.
- Public transportation: \$4 billion to improve local transit services and state intercity rail services; purchase buses and rail cars and improve transit safety
- Goods movement and air quality: \$3.2 billion to improve freight movement through ports, on state highway and rail systems and between California and Mexico; improve air quality by reducing emissions related to freight movement, and replace/retrofit school buses.
- Safety and security: \$1.5 billion to increase protection against security threats or improve disaster response on transit systems; improve rail crossing safety, seismically retrofit local bridges, ramps and overpasses; improve security and disaster planning in publicly owned ports, harbors and ferry terminals.

Bond funding for all programs would be provided over ten years, subject to annual appropriation by the Legislature.

Annual funding for three new programs--Corridor Mobility, Trade Corridors and State Route 99 funding --is tied to the annual budget bill and would therefore require approval by two-thirds of lawmakers, while annual funding for other remaining categories would require a simple majority approval by legislators.

A noteworthy policy change in Prop. 1B is the reinvigoration of the California Transportation Commission (CTC). Following passage of SB 45 in 1997, the CTC's role lessened considerably,

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with project selection responsibilities shifted to regional agencies, such as the Metropolitan Transportation Commission. Under Prop. 1B, however, the CTC would be granted sole discretion over the selection of Corridor Mobility projects, Trade Corridor projects, and a new State-Local Partnership Program, among others.

FISCAL EFFECT

The Legislative Analyst estimates the total cost for the bonds at \$38.9 billion over 30 years. The state and local governments that construct or improve transportation infrastructure with these bonds will incur unknown additional costs to operate and maintain them. Revenues generated by the improvements, such as transit fares and tolls, would offset a portion of these costs.

WHAT A YES OR NO VOTE MEANS

A **YES** vote means the state could sell \$19.9 billion in general obligation bonds for state and local transportation improvements.

A **NO** vote means the state could not sell \$19.9 billion in general obligation bonds for these purposes.

SUPPORTERS SAY

- California has the most congested highways in the nation. We spend 500,000 hours stuck in traffic every day.
- California's population will reach 50 million in 20 years, twice what our infrastructure was built for. We have to start now to rebuild.
- Prop. 1B jump-starts traffic relief, mass transit and safety improvements throughout the state without raising taxes.
- It will build more lanes on congested highways, expand carpool lanes, fix local streets, roads, and intersections, make bridges seismically safe, and replace old school buses.
- It includes annual accountability measures, such as audits and reports, to ensure funds are spent as intended.
- It is part of the Rebuild California Plan, which uses taxes we're already paying to build roads, housing and schools needed to sustain our economy and quality of life for the long term.

OPPONENTS SAY

- California cannot afford to continue borrowing its way into a false sense of economic security.
- More borrowing means worsening budget deficits.
- A no vote will force the Legislature to focus on paying for our transportation needs with existing funds in a fiscally responsible manner--a "pay as you go" approach to fund much needed transportation improvements.
- Paying for infrastructure improvements through the General Fund will allow California to borrow less money to meet annual obligations.
- The Legislature failed to include time and cost saving measures, such as "Design Build" that would streamline the construction process, completing more projects with the same amount of money.

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- Within 3 weeks of voter approval of 1B, the California Transportation Commission (CTC) is required to "develop and adopt guidelines" to fund all outlined transportation programs, which does not allow time for public oversight and review.

SUPPORT AND OPPOSITION

Official ballot arguments in support are signed by: Marion Bergeson, Chair, California Transportation Commission; Alan C. Lloyd, Former Chair California Air Resources Board; Alan Zaremberg, Chair, California Chamber of Commerce; Larry McCarthy, President, California Taxpayers' Association; Thomas V. McKernan, President, Automobile Club of Southern California (AAA); Michael Brown, Commissioner, California Highway Patrol

Official ballot arguments in opposition are signed by: Michael Villines, California State Assemblyman, 29th District

FOR MORE INFORMATION

Supporters

Let's Rebuild California, 916-448-1401, www.ReadForYourself.org

Opponents

California Taxpayer Protection Committee, 916-991-9300, www.protecttaxpayers.com

Web Resources

[Analysis by the Legislative Analyst's office](#)

13.06

PROPOSITION 1C

HOUSING AND EMERGENCY SHELTER TRUST FUND ACT OF 2006 Legislative Bond Act

QUESTION

Should the state sell \$2.9 billion in general obligation bonds to fund housing for lower-income residents and development in urban areas near public transportation?

BACKGROUND

Under existing law, there are programs providing assistance for, among other things, multifamily housing, emergency housing, farm-worker housing, homeownership for very low and low-income households, and down-payment assistance to first-time homebuyers.

State funds can go directly to residents to assist with homeownership or repairs or to subsidize low-cost housing. For instance, the state provides low-interest loans or grants to developers (private, nonprofit and governmental) to subsidize construction costs. Typically the housing must be sold or rented to people with low incomes.

While the state provides financial assistance through such programs, cities and counties are responsible for the zoning and approval of new housing as well as providing infrastructure-related services to new housing.

California has 21 of the 25 least affordable metropolitan areas in the country, and only 14 percent of families in California can own median-priced homes of \$561,000. Traffic and congestion are growing as working families seek affordable housing outside of urban areas in which they work. California has nine out of the ten least affordable counties nationwide for renters. California has 360,000 homeless residents living on the street.

In 2002, voters approved Proposition 46, which provided a total of \$2.1 billion of general obligation bonds to fund state housing programs. The bonds financed construction, rehabilitation or preservation of 17,700 affordable apartments, created or rehabilitated 9,055 shelter spaces, and helped 18,000 families become or remain homeowners. The Legislative Analyst estimates that about \$350 million of the Proposition 46 funds will be unspent as of November 1, 2006.

There continues to be a lack of affordable, low-cost housing, particularly in urban areas. In trying to solve those problems, cities and counties must grapple with the cost of infrastructure-related services to new housing--such as water, sewer, roads and parks. In addition, traffic and congestion continue to grow as California working families seek affordable housing outside of areas in which they work.

PROPOSAL

This measure authorizes borrowing \$2.85 billion through the sale of general obligation bonds--about half for existing housing programs to provide affordable, low-cost housing and shelters and half for a new development program. The major allocations are as follows:

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Housing construction and homebuyer programs: \$1.5 billion

- \$345 million for construction of multi-family housing
- \$300 million for Self-Help Fund for down-payment assistance, home rehabilitation, "sweat equity," mortgage assistance and shared housing
- \$200 million for California Homebuyer Down Payment Assistance Program
- \$195 million for supportive* and transitional housing
- \$135 million for farm worker housing
- \$125 million for BEGIN (Building Equity and Growth in Neighborhoods)
- \$100 million for a newly created Affordable Housing Innovation Fund to foster creative approaches to producing or preserving affordable housing
- \$50 million for housing for homeless foster youth
- \$50 million for homeless shelters

**Supportive housing means housing for people with special needs and with no limit on stay; it is linked to off-site services to assist tenants to improve their health status, and to maximize their ability to live and possibly work in the community.*

Development Programs \$1.35 billion

- \$850 million for regional planning, housing, and infill incentives, which will be further defined by future legislation. Includes grants for:
 - preservation of open space,
 - capital outlay related to infill development, including but not limited to urban parks, water, sewer, transportation improvements and traffic mitigation
- \$300 million for transit-oriented development
- \$200 million for housing-related parks in urban, suburban and rural areas

The funds would be allocated over ten years. The measure provides the Legislature broad authority to make future changes to these programs to ensure their effectiveness.

FISCAL EFFECT

Bond costs. The cost to pay off these bonds would depend primarily on the following two factors:

1. *Payment period.* The state would likely make principal and interest payments on the bonds from the state's General Fund over a period of about 30 years.
2. *Interest rate.* Usually the interest on bonds issued is exempt from both state and federal taxes because the bonds are for public purposes. This results in lower debt service payments for the state. Some programs proposed by this measure, however, would not be eligible for the federal tax exemptions, resulting in a higher interest rate. This is because the housing programs provide funds for private purposes (The estimate is that 60 percent of the bonds would not be eligible for federal tax exemptions.)

If the federally taxable bonds were sold at an average rate of 6.5 percent and the remaining bonds at an average rate of five percent, the cost to the state would be about \$6.1 billion to pay off both the principal (\$2.85 billion) and the interest (\$3.3 billion). The average annual payment would be about \$204 million.

Administrative costs. The Department of Housing and Community Development and the California Housing Finance Agency would experience increased costs to administer the various housing and urban development programs. A portion of the programs' allocations--probably between \$100 million and \$150 million of the total bond funds--would be used to pay these administrative costs over time.

WHAT A YES OR NO VOTE MEANS

A **YES** vote means the state could sell \$2.9 billion in general obligation bonds to support a variety of housing and urban development programs, including housing for lower-income residents and development in urban areas near public transportation?

A **NO** vote means the state could not sell \$2.9 billion in general obligation bonds for these purposes.

SUPPORTERS SAY

- Proposition 1C addresses problems we cannot afford to ignore: housing affordability for working families is at a new low; 360,000 Californians are homeless every night; and last year 5,108 women and children were turned away from domestic violence shelters because they were empty.
- Proposition 1C would create 87,000 jobs and would help improve the state's economy.
- Safe shelter is fundamental to a decent life.

OPPONENTS SAY

- Debt repayment has the top priority in government spending. That could mean cuts for other desirable state services and could lead to pressure to raise taxes.
- In a state of 37 million people with more than 12.1 million housing units, what \$2.85 billion can buy will be a drop in the bucket.
- For every dollar borrowed, we and our children will repay that dollar plus a dollar in interest.

SUPPORT AND OPPOSITION

Ballot arguments in support are signed by Cheryl Keenan, Executive Director, San Diego Habitat for Humanity; Marivic Mabanag, Executive Director, California Partnership to End Domestic Violence; Tom Porter, State Director AARP; Hank Lacayo, President, Congress of California Seniors; Peter Cameron, President, Vietnam Veterans of California

Ballot arguments against are signed by Assemblyman Chuck Devore, Member, Assembly Budget Committee; Bill Leonard, Member, California State Board of Equalization; Mike Spence, President, California Taxpayer Protection Committee.

FOR MORE INFORMATION

Supporters: Let's Rebuild California, 916-448-1401, www.ReadForYourself.org

Opponents: Assemblyman Chuck DeVore, 916-991-9300. www.NoProp1C.com

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PROPOSITION 87

ALTERNATIVE ENERGY. RESEARCH, PRODUCTION, INCENTIVES. TAX ON CALIFORNIA OIL PRODUCERS.

Initiative Constitutional Amendment and Statute.

QUESTION

Should California establish a \$4 billion Clean Alternative Energy Program to reduce California's oil and gasoline consumption by 25 percent through incentives for alternative energy, education, and training?

BACKGROUND

In 2005, California produced an estimated 230 million barrels of oil, approximately 12 percent of U.S. production. California is the third largest oil-producing state, behind Texas and Alaska. Virtually all oil produced in California is delivered to California refineries. California oil production peaked in 1985 and has declined an average of two percent to three percent per year since then. In 2005, California supplied 37 percent of the state's oil needs, Alaska supplied 21 percent, and foreign oil 42 percent.

Oil producers pay the state corporate income tax on profits earned in California, and they pay a regulatory fee, which in 2006-07 will generate total revenues of \$14 million. Property owners pay local property taxes on the value of oil drilling equipment and on the value of recoverable oil in the ground.

PROPOSAL

Oil producers would pay a variable 1.5 percent to six percent severance tax on oil extracted in California to fund research and production incentives for alternative energy, alternative energy vehicles, efficient technologies, education and training. The program would be administered by a reorganized California Energy Alternatives Program Authority (the Authority) that would raise and spend \$4 billion to reduce petroleum consumption in California by 25 percent within ten years. The proposal prohibits oil producers from passing the tax on to consumers. However, oil refiners could purchase additional oil from non-California suppliers, whose oil would not be subject to the tax.

The Authority would allocate funds from the tax as follows:

- 57.5 percent for incentives to: purchase alternative fuel vehicles; encourage producers to supply alternative fuels; create alternative fuel infrastructure (fueling stations); provide research grants and loans for alternative fuels and vehicles.
- 26.75 percent for grants to California universities to improve the economic viability and commercialization of renewable energy and energy efficiency technologies.
- 3.5 percent for public education campaigns, oil market monitoring and general administration (roughly 2.5 percent of total revenues for administrative costs)
- 2.5 percent to train students at community colleges to work with new alternative energy technologies.

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FISCAL EFFECT

- The proposed tax could raise about \$225 million to \$485 million annually, depending on how the measure is interpreted. Actual revenues will depend on oil prices and oil production in the state.
- In order to raise \$4 billion in ten years, the Authority could sell bonds that would be paid back with future severance tax revenues.
- The severance tax would expire once the Authority has spent \$4 billion and any bonds it issued are paid off. The variables mean the term of the tax could last from less than ten years to several decades.
- Administrative costs are unknown
- Local property taxes paid on oil reserves would decline to the extent that the tax reduces the value of oil reserves in the ground and related assessed property values. The Legislative Analyst estimates the property tax loss likely would be a few million dollars annually statewide.
- Oil producers could deduct the tax from their earned income and thus reduce their state income tax liability. The Legislative Analyst estimates the tax loss likely would not exceed \$10 million annually statewide.
- Indirect economic impacts on California from the tax would be mixed. Increasing the cost of oil production could reduce production and investment in new technology to expand production. On the other hand, investments in new technologies developed and manufactured in the state could spur economic development.

WHAT A YES OR NO VOTE MEANS

A **YES** vote means the state would impose a tax on California oil production to support \$4 billion in expenditures to develop and promote alternative energy technologies and reduction of petroleum use.

A **NO** vote means the state would not impose a tax on oil production to fund these activities.

SUPPORTERS SAY

- California is the third-largest oil producing state and the only state that does not collect an oil extraction fee. Oil companies pay billions of dollars in drilling fees in Texas, Louisiana and Alaska.
- California is the number one oil-consuming state. Fifty percent of the state's imported oil comes from Saudi Arabia and Iraq.
- California consumers pay among the highest gas prices in the nation.
- California air quality is the second worst in the nation. Pollution from gas powered vehicles is responsible for hundreds of thousands of cases of asthma and lung disease each year.
- Prop. 87 prohibits oil companies from raising gas prices to pass the tax on to consumers.
- It provides consumers with rebates to buy clean cars and use clean energy.
- It will make oil companies pay for cleaner energy, create thousands of jobs, and reduce air pollution.

OPPONENTS SAY

- Prop. 87 is not the way to advance needed energy alternatives.

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- It would spend \$4 billion to fund a new state bureaucracy of 50 political appointees that is not required to produce results or be accountable to taxpayers
- It allows the Authority to operate outside the state budget review process and the normal checks and balances that govern other agencies
- It allows the sale of billions of dollars in bonds it may not be able to repay and could force a state bailout at taxpayer expense.
- Prop 87 does not require all the new taxes to be spent in California, much less in the U.S
- Economists report that higher taxes on in-state oil production would reduce in-state oil production and increase dependence on oil from the Middle East.

SUPPORT AND OPPOSITION

Ballot arguments in support are signed by Laura Keegan Boudreau, CEO, American Lung Association of California; Winston Hickox, Former Secretary, California Environmental Agency; Jamie Court, President, Foundation for Taxpayer and Consumer Rights; Dr. Mario Molina, Nobel Prize in Chemistry, University of California, San Diego; Tim Carmichael, President, Coalition for Clean Air

Ballot arguments in opposition are signed by Larry McCarthy, President, California Taxpayers' Association; Daniel Cunningham, President, California Small Business Alliance; Marian Bergeson, Past President, California School Boards Association; Kevin R. Nida, President, California State Firefighters' Association; Ray Holdsworth, Past Chair, California Chamber of Commerce; Allan Zaremberg, President, Californians Against Higher Taxes

Other supporters included: Americans for Energy Independence, California Farmers Union, Coalition for Clean Air, California League of Conservation Voters, The Foundation for Taxpayer and Consumer Rights, National Wildlife Federation, Natural Resources Defense Council, Planning and Conservation League, Public Citizen, Sierra Club, Union of Concerned Scientists

Other opponents included: Air Transport Association of America, Inc., Association of Energy Service Companies (California Chapter), Automobile Club of Southern California, California Black Chamber of Commerce, California Business Roundtable, California Chamber of Commerce, California Hispanic Chamber of Commerce, California State Firefighters Association, California Trucking Association, California Women for Agriculture

FOR MORE INFORMATION

Supporters

Californians for Clean Energy, 323-782-1045, www.yeson87.com

Opponents

Californians Against Higher Taxes, No on 87, 650-340-0262, www.noOilTax.com

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PROPOSITION 90

GOVERNMENT ACQUISITION, REGULATION OF PRIVATE PROPERTY Initiative Constitutional Amendment.

QUESTION

Should the California Constitution be amended to require government to pay property owners for substantial economic losses resulting from some new laws and rules, and limit government authority to take ownership of private property?

BACKGROUND

State and local governments pass laws and other rules to benefit the overall public health, safety, or welfare of the community, including its long-term economy. In some cases, government regulatory requirements can reduce the value of private property. This can be the case, for example, with laws and rules that: (1) limit development on real property; (2) require industries to change their operations to reduce pollution; or (3) restrict apartment rents.

To build public transportation, schools, parks and other public facilities, to promote economic development, and/or to carry out other public policies, California state and local governments sometimes have to purchase private property. Most of these purchases are negotiated between the private property owners and public agencies. In some cases, however, a public agency and owner cannot agree upon the value of the property or the owner does not want to sell the property. In these cases, the public agency may decide to acquire the property through its power of eminent domain.

Eminent domain (also called "condemnation") is the power of governments to take private property for a public use as long as the government compensates the property owner. In addition to these uses of eminent domain, governments also have taken property for public purposes that do not include construction of public facilities. For example, governments have taken property to help develop higher value businesses in an area, correct environmental problems, enhance tax revenues, or address "public nuisances" (such as hazardous buildings, blight, and criminal activity).

Under the United States and California Constitutions and other statutes, public agencies may use eminent domain power to: (1) acquire private property (real, business, personal, tangible, or intangible property); or (2) reduce the economic value of property for a public purpose (these are referred to as "damages") if they pay "just compensation" to the owner. Just compensation includes: (1) the fair market value of the real property and its improvements; and/or (2) any diminution in value of the remaining property when property taken is part of a larger parcel.

PROPOSAL

Substantial Economic Losses. This initiative requires a government to pay property owners if it passes certain new laws or rules that result in substantial economic losses to their property. All existing laws and rules would be exempt from the measure's compensation requirement. New laws and rules also would be exempt from this requirement if a government enacted them: (1) to protect public health and safety; (2) under a declared state of emergency; or (3) as part of rate regulation by the California Public Utilities Commission.

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While the terms of the initiative are not clear, the initiative provides three examples of the types of new laws and rules that could require compensation.

1. **Downzoning Property.** This term refers to decisions by government to reduce the amount of development permitted on a parcel. For example, a government action to allow construction of three homes on an acre where five homes previously had been permitted commonly is called "downzoning."
2. **Limitations on the Use of Private Air Space.** This term generally refers to actions by government that limit the height of a building. For example, a government rule limiting how tall a building may be to preserve views or maintain historical character often is called a limitation of "air space."
3. **Eliminating Any Access to Private Property.** This term could include actions such as closing the only public road leading to a parcel.

In addition to the examples cited above, the broad language of the measure suggests that its provisions could apply to a variety of future governmental requirements that impose economic losses on property owners. These laws and rules could include requirements relating, for example, to employment conditions, apartment prices, endangered species, historical preservation, and consumer financial protection.

Under current law and court rulings, a government usually is required to compensate property owners for losses resulting from laws or rules if government's action deprives the owners of virtually all beneficial use of the property. By contrast, this initiative specifies that a government must pay property owners if a new law or rule imposes "substantial economic losses" on the owners. While the initiative does not define this term, dictionaries define "substantial" to be a level that is fairly large or considerable. Thus, the initiative appears to require government to pay property owners for the costs of many more laws and rules than it does today, but would not require government to pay for smaller (or less than substantial) losses.

Government Acquisition. Under the initiative, a government could take private property to build public roads, schools, parks, and other government-owned public facilities. Government also could take property and lease it to a private entity to provide a public service (such as the construction and operation of a toll road). If a public nuisance existed on a specific parcel of land, government could take that parcel to correct the public nuisance. Finally, government could take property as needed to respond to a declared state of emergency.

Before taking property, the initiative requires a government to state a "public use" for the property, and would narrow the definition of public use in a way that generally would constrain a government from taking a property:

- **To Transfer it to Private Use.** The initiative specifies that a government must maintain ownership of the property and use it only for the public use it specified when it took the property.
- **To Address a Public Nuisance, Unless the Public Nuisance Existed on That Particular Property.** For example, government could not take all the parcels in a run-down area unless it showed that each and every parcel was blighted.
- **As Part of a Plan to Change the Type of Businesses in an Area or Increase Tax Revenues.** For example, government could not use eminent domain for economic development purposes, including taking private property to: (1) give to another private

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person or entity for commercial enterprise; or (2) improve the community's tax revenues, employment base, housing density, or general economic health. The initiative provides limited exceptions to this prohibition, including allowing agencies to use eminent domain to acquire abandoned property, property for use by a public utility, and/or to remove harmful uses of a specific parcel of land that constitutes an immediate threat to public health and safety.

In any legal challenge regarding a property taking, government would be required to prove to a jury that the taking is for a public use as defined by this initiative. In addition, courts could not hold property owners liable to pay government's attorney fees or other legal costs if the property owner loses a legal challenge.

The initiative specifies that a government may not seize private property until just compensation has been deposited with the court and (unless these rights are waived by the property owner), a jury has ascertained just compensation and a court has affirmed an appropriate public use of the property.

Current law requires government to pay "just compensation" to the owner before taking property. Just compensation includes money to reimburse the owner for the property's "fair market value" (what the property and its improvements would sell for on an open market), plus any reduction in the value of remaining portions of the parcel that government did not take. State law also requires government to compensate property owners and renters for moving costs and some business costs and losses.

The initiative appears to increase the amount of money government must pay when it takes property. Under the initiative, for example, government would be required to pay more than a property's fair market value if a greater sum were necessary to place the property owner "in the same position monetarily" as if the property had never been taken. The initiative also appears to make property owners eligible for reimbursement for a wider range of costs and expenses associated with the property taking than is currently the case.

FISCAL EFFECTS

Substantial Economic Losses. The initiative's provisions regarding economic losses could have a major effect on future state and local government policymaking and costs. The amount and nature of these effects, however, is difficult to project as it would depend on how the courts interpreted the initiative's provisions and how governments implemented it.

- **How Many Laws and Rules Would Be Exempt?** The initiative does not require government to compensate property owners under certain circumstances (such as actions to protect public health and safety). If these exemptions were interpreted broadly (rather than narrowly), fewer new laws and rules could require compensation.
- **How Big Is a Substantial Economic Loss?** If relatively small losses (say, less than a ten percent reduction in fair market value) to a property owner require compensation, governments could be required to pay many more property owners for costs resulting from new laws and rules. On the other hand, if courts ruled that a loss must exceed 50 percent of fair market value to be a substantial economic loss, governments would be required to pay far fewer property owners.

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Under the initiative, state and local governments probably would modify their policymaking practices to try to avoid the costs of compensating property owners for losses. In some cases, government might decide not to create laws and rules because of these costs. In other cases, government might take alternative approaches to achieving its goals.

There probably would be many cases, however, where governments would incur additional costs as a result of the initiative. The total amount of these payments by government to property owners cannot be estimated, but could be significant on a statewide basis.

Government Acquisition. Governments buy many hundreds of millions of dollars of property from private owners annually. Relatively few properties are acquired using government's eminent domain power. Instead, governments buy most of this property from willing sellers. (Property owners often are aware, however, that government could take the property by eminent domain if they did not negotiate a mutually agreeable sale.)

A substantial amount of the property that government acquires is used for roads, schools, or other purposes that meet the public use requirements of this initiative, or is acquired to address specific public nuisances. In these cases, the initiative would not reduce government's authority to take property. The measure, however, likely would increase somewhat the amount that government must pay property owners to take their property. In addition, the measure could result in the sellers increasing their asking prices. The resulting increase in government's costs to acquire property cannot be determined, but could be significant.

The rest of the property governments acquire is used for purposes that do not meet the requirements of this initiative. In these cases, government could not use eminent domain and could acquire property only by negotiating with property owners on a voluntary basis. If property owners demanded selling prices that were more than the amount government previously would have paid, government's spending to acquire property would increase. Alternatively, if property owners did not wish to sell their property and no other suitable property was available for government to purchase, government's spending to acquire property would decrease.

Overall, the net impact of the limits on government's authority to take property is unknown. It is estimated, however, that it is likely to result in significant net costs on a statewide basis.

Potential Changes in Government Costs to Acquire Property. The initiative would decrease the purposes for which public agencies may use eminent domain and reduce their ability to acquire property quickly. Because governments would have an increased incentive to acquire property from willing sellers, property owners might charge governments more for their properties and/or governments might buy less property than otherwise would be the case.

Potential Changes in State or Local Government Tax Revenues. The initiative limits government's ability to use eminent domain to promote economic development. The fiscal effect of this provision is unknown, as it would depend on such factors as the efficacy of economic development programs involving eminent domain. For instance, to the extent that the measure's provisions prevent governments from taking actions that otherwise would have increased economic activity and state or local tax revenues, this measure would have a negative fiscal effect on governments. In other cases, the measure could result in a shift in the location of certain economic activities and/or a change in the nature of economic activities in a particular.

13.216

(LWVC)

- Due to recent court cases, there is significant public interest in the rights of property owners as opposed to the right of governments to use the power of eminent domain for a broad range of community purposes
- There is also significant public interest in the level of governmental regulatory activity and the potential adverse impact such regulations have on the rights and interests of individuals and businesses
- Proposition 90 would require governments to compensate individuals and businesses if they incur substantial economic losses as a result of the operation of new laws and regulations. Due to the broad language in the proposition, this would likely apply to substantial economic losses related to real property, but also from the operation of laws affecting the environment, business operations, employment, historic preservation, etc.
- Proposition 90 would limit government's use of the power of eminent domain to the acquisition of private property for specifically public uses. This would preclude the use of eminent domain to acquire property for economic development within the community, although governments could negotiate to acquire private property for such purposes

WHAT A YES OR NO VOTE MEANS

A **YES** vote means that the California Constitution should be amended to require government to pay property owners for substantial economic losses resulting from some new laws and rules, and limit government authority to take ownership of private property.

A **NO** vote means that the proposed amendments to the California Constitution will not be made to require government to pay property owners for substantial economic losses resulting from some new laws and rules, and limit government authority to take ownership of private property

SUPPORTERS SAY

- State and local governments have undermined private property rights through excessive use of eminent domain power and the regulation of private property for purposes unrelated to public health and safety. Proposition 90 is needed to limit the use of the power of eminent domain by governments in California to legitimate public use projects.
- The courts have allowed local governments to exercise eminent domain powers to turn property over to private developers.
- Proposition 90 ensures that the owner will receive just compensation for any property taken or damaged. Whenever a property owner and the government cannot agree on fair compensation, the California courts should provide through a jury trial a fair and timely process for the settlement of disputes.

OPPONENTS SAY

- Proposition 90 is a trap which will lead to huge new costs for all California taxpayers as unscrupulous property owners exploit these new provisions.
- Proposition 90 is not limited to land-use laws. It could impact the implementation of consumer protection laws, employment-related laws, etc., and will lead to thousands of expensive lawsuits.

13.2.17

- This is a poorly written proposition loaded with unrelated and far-reaching provisions that will harm, not protect, California property owners.

SUPPORT AND OPPOSITION

Official ballot arguments in support are signed by: Manuel Romero, Eminent Domain Abuse Victim; Bob Blue, Eminent Domain Abuse Victim; Pastor Roem Agustin, Eminent Domain Abuse Victim; Mimi Walters, Honorary Chair, California Protect Our Homes Coalition; Martyn B. Hopper, California Director, National Federation of Independent Business (NFIB); John M. Revelli, Eminent Domain Abuse Victim

Official ballot arguments in opposition are signed by: Chief Michael Warren, President, California Fire Chiefs Association; Chief Steve Krull, President, California Police Chiefs Association; Edward Thompson, Jr., California Director, American Farmland Trust; Kenneth W. Willis, President, League of California Homeowners; Jacqueline Jacobberger, President, League of Women Voters of California

FOR MORE INFORMATION

Supporters

Protect our Homes Coalition, 916-443-6703; www.90yes.com

Opponents

No on 90, Californians Against the Taxpayer Trap, 916-443-0872; www.noprop90.com

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