

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
July 22, 2005 (Second 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. Jonah Rae Whiteagle Re: Paratransit Service Area
 - b. Dan Stevenson, Bus Operator Re: Communication to the Board
 - c. Ian McFadden Re: Communication to the Board
 - d. Dan Stevenson, Bus Operator Re: Communication to the Board**
 - e. Gary Mayo Re: METRO Bus Operators**
 - f. Toni Castro Re: Capitola Art & Wine Festival**
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 10 AND JUNE 24, 2005 AND SPECIAL MINUTES OF JUNE 17, 2005
Minutes: **THE JUNE 24th MINUTES ARE INCLUDED IN THE JULY 22, 2005 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JUNE 2005
Report: Attached
- 5-3. ACCEPT AND FILE JUNE 2005 RIDERSHIP REPORT
Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET. PAGE 1 WILL BE INCLUDED IN THE AUGUST BOARD PACKET**
- 5-4. CONSIDERATION OF TORT CLAIMS: None

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JULY 21, 2005 AND DRAFT MINUTES OF MAY 18, 2005
Agenda/Minutes: Attached
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2005 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2005
Staff Report: **WILL BE INCLUDED IN THE AUGUST BOARD PACKET**
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF APRIL 2005
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF MAY 2005
Staff Report: Attached
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2005 MEETINGS
Staff Report: **WILL BE INCLUDED IN THE AUGUST BOARD PACKET**
- 5-12. CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 05-06
Staff Report: **REVISED REPORT IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR 3-POSITION BICYCLE CARRIERS
Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**
- 5-14. ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF APRIL, MAY AND JUNE 2005
Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**
- 5-15. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT FOR THE PROPERTY LOCATED AT 370 ENCINAL STREET, SUITE 100**
Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**

5-16. CONSIDERATION OF REVISED LANGUAGE FOR THE HEADWAYS PUBLICATION ALLOWING FOLDING BIKES TO BE CARRIED INSIDE OF FIXED ROUTE BUSES

Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**

5-17. CONSIDERATION OF STATUS OF BUS TIRES

Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: None - No Employee Anniversaries for the month of June 2005

7. CONSIDERATION OF SERVICE REVISIONS FOR FALL 2005
Presented By: Mark Dorfman, Assistant General Manager
Staff Report: Attached

8. CONSIDERATION OF ADOPTING AN ANNUAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION RATE FOR FEDERALLY-FUNDED PROCUREMENTS IN FY 2006
Presented By: Mark Dorfman, Assistant General Manager
Staff Report: **IS INCLUDED IN THE JULY 22, 2005 BOARD PACKET**

9. **CONSIDERATION OF ACTION TAKEN ON JULY 14, 2005 BY THE CALIFORNIA TRANSPORTATION COMMISSION REGARDING AB 3090 DESIGNATION FOR METROBASE FUNDING AND TCRP FUNDING FOR PACIFIC STATION**
Presented By: Les White, General Manager
Staff Report: Attached

10. **CONSIDERATION OF ISSUING A REQUEST FOR PROPOSALS FOR THE SERVICES OF A REAL ESTATE BROKERAGE FIRM TO PROMOTE AND MANAGE THE SALE OF THE PROPERTY OWNED BY METRO AT 25 SAKATA LANE, WATSONVILLE, CALIFORNIA**
Presented By: Les White, General Manager
Staff Report: Attached

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

12. 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: Mark Dorfman, Assistant General Manager
 1. Employee Organization: Service Employees International Union (SEIU), Local 415
- b. Agency Negotiator: Mark Dorfman, Assistant General Manager
 1. Employee Organization: United Transportation Union (UTU), Local 23

SECTION III: RECONVENE TO OPEN SESSION

13. 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: July 22, 2005
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: MATERIAL FOR THE JULY 22, 2005 BOARD MEETING AGENDA

SECTION I: **OPEN SESSION:**

ADD TO ITEM #2 ORAL AND WRITTEN COMMUNICATION
(Insert additional written communication)

CONSENT AGENDA:

ADD TO ITEM #5-1 APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 10 AND JUNE 24, 2005 AND SPECIAL MINUTES OF JUNE 17, 2005
(Insert the June 24, 2005 Minutes)

INSERT ITEM #5-3 ACCEPT AND FILE JUNE 2005 RIDERSHIP REPORT
(Insert Report. Page 1 will be included in the August Board Packet)

INSERT ITEM #5-6 ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2005 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

DELETE ITEM #5-7 ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2005
(Will be included in the August Board Packet)

REPLACE ITEM #5-12 CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 05-06
(REPLACE Staff Report with REVISED Staff Report)

INSERT ITEM #5-13 CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR 3-POSITION BICYCLE CARRIERS
(Insert Staff Report)

INSERT ITEM #5-14 ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF APRIL, MAY AND JUNE 2005
(Insert Staff Report)

ADD ITEM #5-15 **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT FOR THE PROPERTY LOCATED AT 370 ENCINAL STREET, SUITE 100**
(Insert Staff Report)

ADD ITEM #5-16 **CONSIDERATION OF REVISED LANGUAGE FOR THE HEADWAYS PUBLICATION ALLOWING FOLDING BIKES TO BE CARRIED INSIDE OF FIXED ROUTE BUSES**
(Insert Staff Report)

ADD ITEM #5-17 **CONSIDERATION OF STATUS OF BUS TIRES**
(Insert Staff Report)

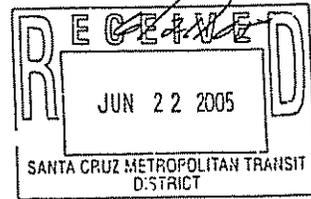
REGULAR AGENDA:

INSERT ITEM #8 CONSIDERATION OF ADOPTING AN ANNUAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION RATE FOR FEDERALLY-FUNDED PROCUREMENTS IN FY 2006
(Insert Staff Report)

ADD ITEM #9 **CONSIDERATION OF ACTION TAKEN ON JULY 14, 2005 BY THE CALIFORNIA TRANSPORTATION COMMISSION REGARDING AB 3090 DESIGNATION FOR METROBASE FUNDING AND TCRP FUNDING FOR PACIFIC STATION**
(Insert Staff Report)

ADD ITEM #10 **CONSIDERATION OF ISSUING A REQUEST FOR PROPOSALS FOR THE SERVICES OF A REAL ESTATE BROKERAGE FIRM TO PROMOTE AND MANAGE THE SALE OF THE PROPERTY OWNED BY METRO AT 25 SAKATA LANE, WATSONVILLE, CALIFORNIA**
(Insert Staff Report)

Lee White, Manager,
Santa Cruz Metro
370 Encinal St.
Santa Cruz, Ca.



Dear Mr. White,

I'm writing to ask you to please correct the discriminatory situation in the paratransit program caused by the Board of Directors' ruling to limit service to the disabled to within $\frac{1}{4}$ mile of existing bus lines.

The reason this ruling is unjust and discriminatory is that disabled customers who practice their religion by attending services at worship centers beyond $\frac{1}{4}$ mile of bus lines

2-a.1

are automatically denied religious
freedom from persecution by the state,
that is, Santa Cruz Metro.

In the case of Buddhist worshippers
who are not Zen worshippers, Santa
Cruz Metro clearly prohibits the dislodge
customers from their religion:

1. Lord of Medicine Buddha Church
5800 Prescott Rd., - Agnes
412-9383
2. Vajrapani Institute Church
19450 KINGS CREEK RD.
Boulder Creek 338-6684
3. Vajrayana Foundation Church
2013 Eureka Canyon Rd., Watsonville
761-6200

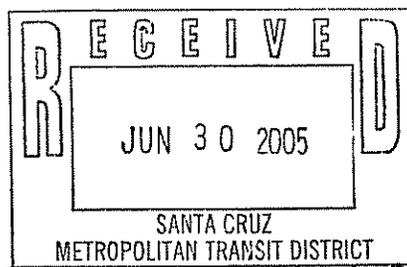
In our case, worship is impossible except through Taxi Script through lift line. Even ride to church is about 4 miles from Freedom Blvd. at Conditon Rd. and costs about \$67 in Taxi script. So, we are allowed by Santa Cruz Metro about 4x worship times/year. Is this not discriminatory?

Wouldn't it be legal and easy to make an exception rule to avoid this Board's imposed conflict between church and state?

at the most, we'd use 52 round trips per year, 18 miles each, 936 miles. Is that outrageous?

Best Wishes
 Jonah Rae Whitehead
 P.O. Box 745
 Santa Cruz, Ca. 95061-0745
 429-8433

Attention: SCMTD Board



This submission is in the interest of notifying the Board of Directors of a series of concerns that have been building for me as a driver, over the course of my career (seven years). It is motivated entirely by my interest in personal safety and professional consideration. I have no interest in promotion to management, nor do I have political aspirations and I do not represent the UTU.

Addressing the Board at this time is purely coincidental, reflecting the results of personal awareness that I needed to take more action on my behalf rather than play victim and that such action needed to be immediate, clear and well communicated when involving relationships with others. I am entirely done with being disrespected in my life, no matter how subtle or structured a form this lack of respect may take. Furthermore, I am willing to fight physically, if necessary, to get respect on every level, personally, professionally, locally, nationally and in the world. I am willing to do so, regardless of how unrealistic my success may seem.

1. I am concerned that our managing director, because he was hired from outside the area, therefore lacks the experience necessary to understand the peculiarities of the Santa Cruz Community.
2. I am concerned that the Board of Directors only concerns itself with matters of Capital. What is being done to address the needed operational improvements and what are you doing, if anything, to address those needs directly and independently of Metrobase?
3. I am concerned about the structure of the Board of Directors. Since members are self-appointed and there is no formal oversight, how can the public be assured that you will be accountable for your decisions? Particularly, how can we assure the public that the building of the Metrobase will not be financially mismanaged?
4. Since there is no requirement for any background in transit and since bus drivers are often not consulted, what assurance can the public have that the transit board will make policy that will meet the standards of sophistication necessary to account for both the needs of the present and the future?
5. Since transit board members are primarily local political figures, what assurance does the public have that the board will make decisions that benefit the whole county rather than reflect the concerns that a particular politician might have of becoming unpopular in their particular district?

These are my primary concerns, but I have many others. I can assure you that I will be a regular presence at these meetings, to the best of my ability, until all of my concerns are seriously addressed, not only in words but also in actions.

Thank you for your time and your efforts and I am sorry if my efforts have caused any distress. I am committed to doing good in the world and have unshakeable confidence in my intention to do that, regardless of what anybody else may think.

-Dan Stevenson
Bus Operator UTU local 23

2-b.1

Santa Cruz Metro Board of Directors
370 Encinal Street
Santa Cruz, CA. 95060

June 30, 2005

S.C.M.T.D. Board of Directors,

The following is an email I sent to Finance Manager Betsy Ross. It has been suggested to me that I forward it to the Board. I have made one small edit for clarity.

Hi Betsy,

I want to stop and take the time to apologize for comments I've made at the last two Board meetings. I am afraid that my comments are seen as being directed at you. They are not.

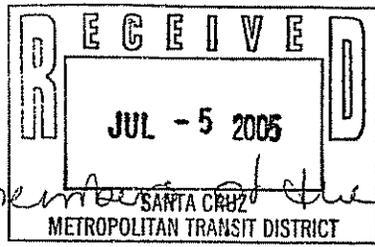
For some time I have been frustrated with what I see as a deliberate misleading of the Paratransit budget (by people other than yourself) from day one. In the past when there were questions about a particular department's budget, that department manager was required to answer those questions. But it seems now you are the respondent for all things budgetary, and because of that my comments seem pointed in your direction.

I have always believed that lack of true Board oversight is what led us into the FEMA mess, and I fear that history could repeat itself. Using the paratransit budget I am trying to get the Board to become more detail orientated. The obsession with MetroBase has already led to the mortgaging of our future sales tax revenue, and now an attack on union benefits and rights. For the first time I truly fear for the future of public transit service in Santa Cruz. It is these fears that have led me to become more strident in my remarks to the Board.

I have always had enormous respect for you and the integrity you bring to the department and would never want anything I said to show you disrespect, or appear to question that integrity. Given the change in the dynamic of explaining the budget, I will be more careful in my remarks to the Board. Again, I deeply apologize if I have in fact offended you. Thanks for listening.

Ian

2-c.1



7/5/05

To all members of the transit board of SSMTD

In reference to my letter in the board packet for July 2005 I would like to make a few points of clarification:

- ① I am and have always been 100% committed to nonviolence
- ② The letter had a clerical error:
Paragraph 2 sentence should begin with "Furthermore, I am willing to fight, physically, if necessary..."
- ③ I regret using the term physical. I meant that in my personal life I am learning to defend myself physically, when necessary.
- ④ I did not intend to alarm anyone or make anyone feel threatened and I can assure you that I would never advocate any such action by anyone against anyone under any circumstances. I deeply regret any distress this may have caused no matter how brief.

Sincerely, Dan Stevenson

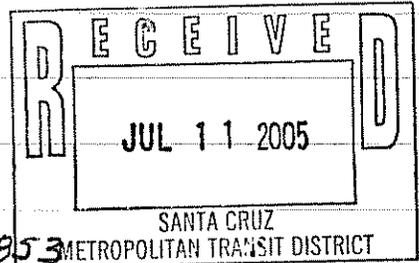
7/07/05

To: CEO of Daily Operations
from Gary C Mayo

17275 Hwy. 9

Boulder Creek, Ca. 95006-9027

Home ph. 831-338-9130 cell ph 831-419-4853



Dear Metro Transit Authority Board of Directors
(AKA) CEO, General Mgr.

Dear Madam or Sir,

It was not more than a week to ten days ago I had the pleasure of reporting the over and beyond the call of duties that 2 drivers put into motion that very duty on Fri 6/24. I was so pleased at the true love these men had for their job and all that goes with that good, bad, problematic or not in humble earnest.

Any way I believe that a little inner driver incentive of a bonus for the company paying for a family night out for those special drivers should you set up an attia guy, attia girl, whom gets most at the end of each month and the highest achiever wins would truly be a great moral booster. I must tell you that your company is fortunate to have so

many truly heart felt caring respectful, people oriented persons you can't even imagine.

As a wheelchair bound person I face many challenges daily that other persons don't normally ever think about dealing with. It is such a treat to have every driver I have met since Jan. do so much, go so far out of their own way, and that whom treat me as if I were normal as anyone else ever though I am totally dependant on them. I never will be physically ~~be~~ unable to ride metro with out them.

I really want you to start an attia boy and an attia girl competetion for a moral boost and give them all a chance at a bonus they can share with their family's for a job well done over and above the call of duty. Place a short Driver/Passenger to fill out survey about that driver placing the forms on the front of plexiglass case with the forms in front and the rear a locked box but all made into one. Its would be plenty cheap enough to show you drivers how much you really care.

While talking about who really cares, and please post this it can be read in the drivers break room, @ Pacific Mall, Scotts Valley Transit, San Jose / 17th Bart Station and ultimately at the garage lounge. Please let all these guys their great with an attia boy, # 432, # 437, # 430 and of all people one man who not

only does his job but dont miss a thing when truly loves it and is so polite and happy you could not be in a bad mood should you simply cross his path Mr. #5-16. Hes a bad guy. Not it down pat, loves it and is so happy its almost seemingly impossible.

I'll continue to pursue this matter as I see a lot of people working there also in a foul mood. Just try it or a couple writes completely different. He 35 - He 4. I'll be in touch.

Sincerely,
Ray C. Mapple

GARY MAYO
17275 HWY 9
BOULDER CREEK, Ca.
95006-9037

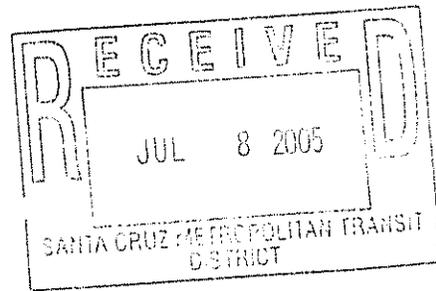


Attn: GENERAL MANAGER OF DAILY OPERATIONS
Yo Metro Transit Authority
920 Pacific Ave. Suite 21
Santa Cruz, Ca. 95060

RECEIVED JUL 11 2005



716-G Capitola Avenue
Capitola, CA 95010
Phone: (831) 475-6522
Fax: (831) 475-6530



capitola soquel
CHAMBER OF COMMERCE

July 6, 2005

**Santa Cruz Metropolitan Transit District
Mark Dorfman
370 Encinal Street
Santa Cruz, Ca. 95060**

Dear Mark:

The Capitola Soquel Chamber of Commerce will not be in need of the Transit District Busses for shuttle purposes this year for the Capitola Art & Wine Festival September 10th and 11th, 2005. We are obtaining the services of MV Transportation at a considerably lower hourly rate.

We have enjoyed working with you on previous Festivals and hope to work with you in the future.

Sincerely,

**Toni Castro
Chief Executive Officer**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 10, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 10, 2005 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Rotkin called the meeting to order at 9:05 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Dene Bustichi
Mike Keogh
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone
Marcela Tavantzis
Ex-Officio Wes Scott

DIRECTORS ABSENT

Stephanie Harlan
Michelle Hinkle
Dale Skillicorn

STAFF PRESENT

Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Terry Gale, IT Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Judy Souza, Base Superintendent
Tom Stickel, Maintenance Manager
Les White, General Manager

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

Jon Bartholomew, UTU
Ron Dean, UTU
Francisco Estrada, UTU
Doug Grosjean, UTU
Paul Johnston, Central Labor Council
Gary Klemz, SEIU Field Representative
Armand Levesque, UTU

Paul Marcelin-Sampson, MAC Chair/MRU
Manny Martinez, PSA
Ian McFadden, SEA
Bonnie Morr, UTU
Will Regan, VMU
Dan Stevenson, UTU
Bob Yount, MAC/MASTF/E&D TAC/BSAC

5-1.1

2. **ORAL AND WRITTEN COMMUNICATION**

Oral:

Paul Marcelin-Sampson, Metro Riders Union, encouraged the Board to investigate the \$24 bus passes for UC employees, saying it has a negative effect on District revenue and ridership. Mr. Marcelin-Sampson also stated he was disappointed that the Board did not make a clear statement last month that folding bikes would not be allowed in the wheelchair securement area inside of buses, saying the District has an obligation to maintain a welcoming environment for people with disabilities.

Paul Johnston, Central Labor Council, stated that the Council is concerned about the difficult bargaining process at METRO and said that it would be catastrophic if agreements are not reached.

Director Spence commented regarding bikes in the securement area that disabled passengers often feel intimidated if the area is occupied when they board the bus.

Vice Chair Rotkin pointed out that this item cannot be resolved today, but that the policy would cover all oversized items equally, with no special arrangements for folding bicycles.

Ex-Officio Scott clarified that the bus passes for UC employees are \$24 per year.

3. **LABOR ORGANIZATION COMMUNICATIONS**

None.

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

Vice Chair Rotkin announced that page 7-G.2 was distributed today.

CONSENT AGENDA

5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF MAY 13 AND MAY 27, 2005**

The May 27, 2005 Minutes will be distributed with the June 24, 2005 Board Packet. Bob Yount pointed out an error on page 5-1.5 "Piet Canin offered to bring a videotape" should be "**Piet Canin mentioned and Bob Yount offered to bring a videotape.**"¹

5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2005**

No questions or comments.

5-1.2

¹ This correction has been made and page 5-1.5 was redistributed to the Board for approval on 06/24/05.

5-3. ACCEPT AND FILE MAY 2005 RIDERSHIP REPORT

Page 1 of the May Ridership Report will be included in the June 24, 2005 Board Packet.
No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF MAGDALENA IBARRA, CLAIM #05-0015

No questions or comments.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 15, 2005 AND MINUTES OF APRIL 20, 2005

No questions or comments.

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2005 AND CONSIDERATION OF BUDGET TRANSFERS

Will be included in the June 24, 2005 Board Packet.
No questions or comments.

5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2005

No questions or comments.

5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2005

Steve Paulson clarified for Director Spence that the 13 late rides mentioned at the bottom of page 5-8.1 included some complaints of late rides that were actually in the ready window.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF APRIL 2005

Ex-Officio Scott reported that the April ridership was probably affected by the strike that occurred on campus and announced that another strike is planned for June 13th – 15th.

5-10. ACCEPT AND FILE METROBASE STATUS REPORT

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 MAY 2005 MEETINGS

No questions or comments.

5-1.3

5-12. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 05-06

Will be included in the June 24, 2005 Board Packet.
No questions or comments.

5-13. CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 05-06

Will be included in the June 24, 2005 Board Packet.
No questions or comments.

5-14. CONSIDERATION OF RENEWAL OF CONTRACT WITH FOLGER GRAPHICS FOR GRAPHIC DESIGN SERVICES FOR HEADWAYS

Tom Stickel reported this is for a 1-year renewal of a contract with Folger Graphis for graphic design services for *Headways*.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the June 24, 2005 Board Meeting.

7. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FY 05-06 FINAL BUDGET

Summary:

Elisabeth Ross reported that the Board would consider adopting the FY 05-06 budget in two weeks. The authorizing Resolution is included as Attachment A, the recommended Final Budget as Attachment B, Board Member Travel as Attachment C, the Employee Incentive Program as Attachment D, Authorized Personnel as Attachment E, Reserve Balances as Attachment F, an Estimated Detail of Carryover Funds as Attachment G which was distributed at today's meeting, and A ParaCruz Analysis which will be distributed with the June 24th Board Packet as Attachment H.

DIRECTOR BEAUTZ ARRIVED

Discussion:

Ms. Ross clarified that the Special Transit Fares on page 7.B2 included UCSC, Cabrillo, Employer Pass Programs and Special Shuttles.

There was a discussion regarding METRO's convertible buses and an article recently published in the Sentinel indicating METRO would be using bio-diesel. Les White clarified that METRO had recently submitted a letter to Ecology Action explaining that METRO had looked into using bio-diesel as an interim fuel two years ago, but it was not feasible due to not having a fueling

5-1.4

station. The letter suggested that Ecology Action contact the City and UC, who already use bio-diesel. Ex-Officio Scott added that most diesel engine manufacturers void warranties if bio-diesel is used.

Ms. Ross clarified each of the Reserve Balances on page 7.F2.

8. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT WITH COLLEEN CROSBY AND BRONSON BAKER D/B/A BREW BAR FOR A KIOSK SPACE AT PACIFIC STATION**

Margaret Gallagher reported that this is a lease extension with the only issue being their ability to stay in business, which is why they have requested an exit clause in the new lease term, which would allow them to cancel the lease for any reason with a six-month notice to METRO.

9. **ORAL ANNOUNCEMENT: NOTIFICATION OF SCOTTS VALLEY TRANSIT CENTER REDEDICATION CEREMONY: JUNE 10, 2005 AT 12:00 P.M.**

Vice Chair Rotkin announced that the Rededication Ceremony honoring Bart Cavallaro would be held at 12:00 p.m. and that transportation would be provided to the Ceremony and back.

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

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with their Labor Negotiator.

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

Bonnie Morr stated that there are bus operators in attendance at the meeting today to see how the Board meeting process works. Ms. Morr requested parity with the rest of the agency on health insurance rates. Vice Chair Rotkin asked to see a show of hands in support of this request and several operators raised their hands.

SECTION II: CLOSED SESSION

Vice Chair Rotkin adjourned to Closed Session at 9:36 a.m. and reconvened to Open Session at 10:34 a.m.

SECTION III: RECONVENE TO OPEN SESSION

12. **REPORT OF CLOSED SESSION**

Vice Chair Rotkin had nothing to report at this time.

Gary Klemz, SEIU, addressed the Board and stated that Paul Johnston of the Central Labor Council was not speaking on behalf of SEIU and his presence at today's meeting does not reflect on where the current bargaining process is with SEIU. Vice Chair Rotkin replied that he understood the Mr. Johnston was speaking independently of SEIU.

5-1.5

ADJOURN

There being no further business, Vice Chair Rotkin adjourned the meeting at 10:36 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 17, 2005

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 17, 2005 at the Santa Cruz County Board of Supervisors Conference Room, 701 Ocean Street, Room 500, Santa Cruz, CA.

Chair Keogh called the meeting to order at 12:05 p.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Stephanie Harlan
Michelle Hinkle
Mike Keogh
Mike Rotkin
Dale Skillicorn
Mark Stone

DIRECTORS ABSENT

Dene Bustichi
Jan Beautz
Emily Reilly
Pat Spence
Marcela Tavantzis
Ex Officio Wes Scott

STAFF PRESENT

Leslie White, General Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator

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**

Ellen Aldridge, Avery & Associates

**2. CONSIDERATION OF A CHANGE ORDER FOR \$880.00 TO THE CONTRACT
FOR IMPROVEMENTS AT THE INTERIM BUS PARKING FACILITY LOCATED
AT 115 DUBOIS STREET**

Summary:

Frank Cheng reported that in January, METRO signed a 3-year lease with Iuliano 1977 Trust for property at 115 Dubois Street for bus parking and storage. In March, METRO

5-1.7

issued an IFB for Parking Lot Improvements, which was awarded to Earthworks. METRO has determined that a portion of the lot is too steep and needs additional grading. Earthworks have indicated that they can perform the additional work for a cost of \$880.00.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HARLAN

Authorize the General Manager to execute a change order of \$880.00 to the contract with Earthworks Paving Contractors, Inc. for the improvements at the interim bus parking facility located at 115 Dubois Street, Santa Cruz.

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

3. VIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with their Labor Negotiator.

4. ORAL COMMUNICATIONS REGARDING CLOSED SESSION

None.

There being no further business, Chair Keogh adjourned the SPECIAL meeting at 12:07 p.m.

Respectfully submitted.



CINDI THOMAS
Administrative Services Coordinator

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 24, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 24, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Dene Bustichi
Stephanie Harlan
Michelle Hinkle
Mike Keogh
Emily Reilly
Mike Rotkin (arrived after roll call)
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Jan Beautz
Ex-Officio Wes Scott

STAFF PRESENT

Frank Cheng, MetroBase Project Manager	Elisabeth Ross, Finance Manager
Mark Dorfman, Assistant General Manager	Robyn Slater, Human Resources Manager
Terry Gale, IT Manager	Judy Souza, Base Superintendent
Margaret Gallagher, District Counsel	Tom Stickel, Maintenance Manager
Steve Paulson, Paratransit Administrator	Les White, General Manager

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

Eulalio Abrego, UTU
Jon Bartholomew, UTU
Francisco Estrada, UTU
Doug Grosjean, UTU
Lenore Hindin, Former METRO Employee
Gary Klemz, SEIU Field Representative
Marc Krovetz, UTU
Steve Marcus, UTU
Ian McFadden, SEA

Carol Moore, UTU
Bonnie Morr, UTU
Will Regan, VMU
Barbie Schaller, Senior's Commission
Dan Stevenson, UTU
Mike Tomasse, "King of Marijuana"
Bob Yount, MAC/MASTF/E&D TAC/BSAC
Amy Weiss, Spanish Interpreter

VICE CHAIR ROTKIN ARRIVED

2. ORAL AND WRITTEN COMMUNICATION

Oral:

Barbie Schaller, Senior's Commission, read a prepared statement, which is attached to the file copy of these minutes, expressing the need for bus service in the Neary Lagoon area. Ms. Schaller requested that one bus per hour in each direction be scheduled to run daily through that neighborhood to METRO Center, Mission Street and UCSC.

3. LABOR ORGANIZATION COMMUNICATIONS

Carol Moore, UTU President, Bonnie Morr, UTU Chair, and Bus Operators Steve Marcus, Eulalio Abrego, Dan Stevenson, Doug Grosjean and Francisco Estrada and former Bus Operator Lenore Hindin all expressed concern over health insurance premiums and urged the Board to support parity between the unions in this regard.

Bonnie Morr reported that there have been several bus rear-tire blow-outs recently. Ms. Morr said that Bus Operators need to feel more secure operating these coaches because they are being asked to drive 10 miles under the speed limit, which they view as a safety hazard, to prevent blow-outs, and the blow-outs are still happening 15-20 miles under the speed limit.

Gary Klemz, SEIU Field Representative, expressed that the SEIU negotiation team feels it has hit a roadblock and feels it is unreasonable for the District to say there is no money at all for the next 3 years and that any new costs have to be paid by the labor agreement. Mr. Klemz urged the Board to change it's priorities in guiding the District bargaining team and said that SEIU is prepared to present a unified front if necessary. Mr. Klemz clarified that the 3% projected sales tax revenue increase could be used towards the employee health insurance premium increases. SEIU is willing to share the cost, and urged the Board to reach a balanced agreement by June 30th.

Mike Tomassee said that he agreed with the comments made and said that the Board should provide free medical insurance to all METRO employees.

Bonnie Morr extended an invitation to the Board to attend a CalPERS update Study Session being held at 11:00 a.m. on Monday, June 27th at the Police Department on Center Street.

Ian McFadden, SEA, said that there is extra money and referred the Board to page 7.B2 to see that the District expects an extra \$900,000 this year. Mr. McFadden urged the Board to reconsider it's position because it is unreasonable for the Board to direct it's negotiating team to say there is absolutely no new money, raises or cost-sharing for 3 years. Mr. McFadden clarified that he understands there are increased expenses but believes some significant budget mistakes have been made in the last year or two and that employee support for MetroBase is declining.

Dan Stevenson commented that the Board should be aware of the risk if the drivers are driving under bad conditions under a bad contract there is potential for future lawsuits for violating certain legal standards that are required under state, local and federal law.

Vice Chair Rotkin thanked everyone for expressing their concerns and commented that the MetroBase capital budget is not the place to find extra operating funds and that not having MetroBase is costing the District money.

Written:

Chair Keogh reported that a letter from Mary Kinzie Smith regarding a Hwy 17 service complaint was distributed to the Board today. The letter is attached to the file copy of these minutes.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

SECTION I:
OPEN SESSION:

CONSENT AGENDA:

- ADD TO ITEM #5-1** APPROVE REGULAR BOARD MEETING MINUTES OF MAY 13 AND MAY 27, 2005
(REPLACE page 5-1.5 with the REVISED page 5-1.5 of the May 13, 2005 Minutes and insert the May 27, 2005 Minutes)
- ADD TO ITEM #5-3** ACCEPT AND FILE MAY 2005 RIDERSHIP REPORT
(Insert Page 1 of the May Ridership Report)
- INSERT ITEM #5-6** ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2005 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)
- INSERT ITEM #5-12** CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 05-06
(Insert Staff Report)
- DELETE ITEM #5-13** CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 05-06
(Will be included in the July Board Packet)
- ADD ITEM #5-15** **CONSIDER APPROVING AN EXTENSION OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH THE SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT FOR A GRANT-FUNDED PROJECT TO BUY 3-POSITION BIKE RACKS FOR METRO BUSES**
(Insert Staff Report)
- ADD ITEM #5-16** **CONSIDERATION OF CONTRACT RENEWAL WITH DRIVER ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE**
(Insert Staff Report)

REGULAR AGENDA:

- ADD TO ITEM #7** CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING
FY 05-06 FINAL BUDGET
(Insert Attachment “H”)
- DELETE ITEM #9** ORAL ANNOUNCEMENT: NOTIFICATION OF SCOTTS VALLEY
TRANSIT CENTER REDEDICATION CEREMONY: JUNE 10, 2005
AT 12:00 P.M.
(Action taken at the June 10, 2005 Board Meeting)
- ADD ITEM #10** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER
TO EXECUTE A CONTRACT FOR EVALUATION OF DISTRICT’S
ADA/504 PROGRAMS & ACTIVITIES WITH PAT PIRAS
CONSULTING**
(Insert Staff Report)
- ADD ITEM #11** **CONSIDERATION OF A REQUEST FOR A CHANGE ORDER IN
THE AMOUNT OF \$265,106.00 FROM RNL DESING, INC. TO
PROVIDE ADDITIONAL FUNDS TO THE
ARCHITECTURAL/ENGINEERING CONTRACT TO
ACCOMMODATE COSTS RELATED TO CHANGES IN THE
DESIGN OF THE METROBASE PROJECT**
(Insert Staff Report)

CONSENT AGENDA

- 5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF MAY 13 AND MAY 27, 2005**
- 5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF
MAY 2005**
- 5-3. **ACCEPT AND FILE MAY 2005 RIDERSHIP REPORT**
- 5-4. **CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF MAGDALENA IBARRA,
CLAIM #05-0015**
- 5-5. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR
JUNE 15, 2005 AND MINUTES OF APRIL 20, 2005**
- 5-6. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2005 AND
APPROVAL OF BUDGET TRANSFERS**
- 5-7. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2005**
- 5-8. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH
OF MARCH 2005**
- 5-9. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
FOR THE MONTH OF APRIL 2005**
- 5-10. **ACCEPT AND FILE METROBASE STATUS REPORT**
- 5-11. **ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES
TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR
THE MAY 2005 MEETINGS**
- 5-12. **CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY
05-06**

- 5-13. **DELETED: will be included in the July Board Packet
(CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE
INSURANCE COVERAGE FOR FY 05-06)**
- 5-14. **CONSIDERATION OF RENEWAL OF CONTRACT WITH FOLGER GRAPHICS FOR
GRAPHIC DESIGN SERVICES FOR HEADWAYS**
- 5-15. **CONSIDER APPROVING AN EXTENSION OF THE INDEPENDENT CONTRACTOR
AGREEMENT WITH THE SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT
FOR A GRANT-FUNDED PROJECT TO BUY 3-POSITION BIKE RACKS FOR METRO
BUSES**
- 5-16. **CONSIDERATION OF CONTRACT RENEWAL WITH DRIVER ALLIANT INSURANCE
SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING THE
CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS
AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION
INSURANCE**

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the Consent Agenda

Motion passed unanimously with Director Beautz being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employees were awarded longevity certificates for their years of service:

TEN YEARS

Mary Elizabeth Bytheway, Senior Accounting Technician

TWENTY-FIVE YEARS

John M. Fuentes, Bus Operator

**7. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FY 05-06 FINAL
BUDGET**

Summary:

Elisabeth Ross reported that the Board is being asked to adopt the Resolution approving the Final Budget for FY 05-06 for implementation July 1, 2005 as presented in Attachment B; authorizing Board member travel in FY 05-06 as described in Attachment C; approving the Employee Incentive Program as presented in Attachment D; authorizing staffing levels as listed in Attachment E; and approving the \$65 per hour rate for shuttle services in FY 05-06.

Ms. Ross also reported that the ParaCruz information requested by the Board is included as Attachment H.

Discussion:

Ian McFadden stated that the ParaCruz information provided on page 7.H2 is confusing and very generic. Mr. McFadden said it does not match the Paratransit Budget information on page 7.B3 or the last Board Packet and asked for clarification on how much METRO is paying for this service.

Ms. Ross clarified that although there was not enough time to do a complete, detailed analysis of ParaCruz, which will be presented to the Board in August or September, Staff wanted to give the Board information that relates to the upcoming budget. Ms. Ross explained that the Final Budget figure on page 7.H2 is less than the budget shows on page 7.B3 because this is only the portion that actually replaces the Community Bridges service contract.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Adopt Resolution approving the Final Budget for FY 05-06 as presented by Staff in Attachment B; Authorizing Board member travel in FY 05-06 as described in Attachment C; Approving the Employee Incentive Program as presented in Attachment D; Authorizing staffing levels as listed in Attachment E; and Approving the \$65 per hour rate for shuttle services in FY 05-06

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with Director Beautz being absent.

8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT WITH COLLEEN CROSBY AND BRONSON BAKER D/B/A BREW BAR FOR A KIOSK SPACE AT PACIFIC STATION

Summary:

Margaret Gallagher reported that this is a lease extension. Brew Bar has been a great long-term tenant and due to their financial situation, they have requested an exit clause in the new lease term, which would allow them to cancel the lease for any reason with a six-month notice to METRO.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Authorize the General Manager to execute a lease amendment with Colleen Crosby and Bronson Baker d/b/a Brew Bar for a kiosk space at Pacific Station for an additional five-year term including language that allows them to terminate the lease for any reason with a six-month notice to METRO

Motion passed unanimously with Director Beautz being absent.

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES WITH PAT PIRAS CONSULTING

Summary:

Tom Stickel reported that in January 2003 the Board modified the District's ADA complaint procedures to include an evaluation of the District's programs, activities and services to determine whether they are accessible to disabled individuals and whether the District is in compliance with the requirements of the ADA/504 statutes and regulations.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Authorize the General Manager to execute a contract for evaluation of District's ADA/504 programs & activities with Pat Piras consulting

Motion passed unanimously with Director Beautz being absent.

11. CONSIDERATION OF A REQUEST FOR A CHANGE ORDER IN THE AMOUNT OF \$265,106.00 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATED TO CHANGES IN THE DESIGN OF THE METROBASE PROJECT

Summary:

Frank Cheng reported that the RNL Design Team has submitted a request for a change order to increase the Architectural/Engineering contract by \$7,210 for the Papercrete study, by \$79,200 for the One Bids vs. Two Bid analysis, by \$106,800 for the extended construction duration, and by \$39,696 for the analysis of the City of Santa Cruz Public Works Department requests.

Staff has analyzed the RNL contract and recommends that the Board approve the costs associated with the Papercrete study, the One Bid/Two Bids analysis and the extended construction duration, and deny the request for funds associated with the analysis of the City of Santa Cruz Public Works Department requests because Staff believes that the initial proposal included sufficient funding for this type of analysis.

Discussion:

Several Directors expressed frustration over the request for the additional funds, especially the cost of the Papercrete study. Les White explained that RNL's original proposal included funding for the permitting process and when RNL learned METRO was self-permitting, those funds were available for the City Public Works analysis. Mr. White also explained that the extended construction duration costs could be contained by the Board determining how many site visits are needed; the One Bid vs. Two Bids analysis was of a pressing nature that needed to be completed quickly to give the Board information to make a decision meeting deadlines imposed by the State; and that Staff asked RNL for a cost estimate for the Papercrete study ahead of time, but RNL was unable to provide a costs due to not knowing how much research they would have to do.

Although there is no formal Change Order Policy in place, Mr. White agreed with the Board that if the Board requests information that RNL believes is outside of the scope of work, a cost estimate should be provided ahead of time in order for the Board to determine if the cost is justified before proceeding.

Vice Chair Rotkin agreed that the One Bid/Two Bids analysis was necessary as a result of the State Transportation Commission not following through on funding commitments and suggested sending a letter to the CTC to let them know METRO was forced into this position of increased expenses.

Several Directors expressed that these requests have created a credibility problem with RNL and feel METRO was overcharged and all four charges should be denied at this time. Chair Keogh disagreed, saying that the \$7,920 was justified because the Papercrete study was a direct request made in a public meeting.

ACTION: MOTION: DIRECTOR BUSTICHI SECOND: DIRECTOR STONE

Deny the request for additional funding for all four items at this time. Request to be returned to RNL for re-review and presented to the Board at a later date with further information and a Staff recommendation.

Motion passed unanimously with Director Rotkin voting no and Director Beautz being absent.

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

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with their Labor Negotiator, and will also meet with their Real Property Negotiator regarding price and terms of the property located at 25 Sakata Lane, Watsonville.

13. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Lenore Hindin urged the Board to deny the RNL request for additional funding of nearly ¼ of a million dollars.

Bonnie Morr thanked UTU members for attending the meeting and expressing their concerns to the Board and expressed her concern over the budget, urging the Board to review it very carefully because she feels it is not reality and asked the Board to notice that there are less operators than are listed, and that the operators are struggling to get by while the Board is authorizing hiring Management. Ms. Morr also asked the Board for support in moving forward on contract negotiations regarding health insurance.

SECTION II: CLOSED SESSION

Chair Keogh adjourned to Closed Session at 10:09 a.m. and reconvened to Open Session at 11:31 a.m.

SECTION III: RECONVENE TO OPEN SESSION

14. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Chair Keogh adjourned the meeting at 11:31 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

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

DATE: 06/01/05 THRU 06/30/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15283	06/10/05	677.36	001029	GOLDEN GATE SYSTEMS		4942	COMPUTER SUPPLIES/IT	677.36	
15284	06/10/05	3,514.73	001036	STANDARD INSURANCE COMPANY		4943	JUN LIFE/AD&D INS	3,514.73	
15285	06/10/05	145.00	001042	EMPLOYER'S HEALTH SVCS, LLC		4944	MAR DRUG TESTING	145.00	
15286	06/10/05	11,422.88	001043	VISION SERVICE PLAN		4945	JUN VISION INSURANCE	11,422.88	
15287	06/10/05	1,037.50	001046	DESMOND, MARCELLO & AMSTER		4946	PROF SVCS THRU 4/30	437.50	
						4947	PROF SVCS THRU 4/30	600.00	
15288	06/10/05	2,914.82	001063	NEW FLYER INDUSTRIES LIMITED		4895	REV VEH PARTS 2915	2,914.82	
15289	06/10/05	250.00	001068	KWAV FM		4948	OPS MGR RCRTMNT	250.00	
15290	06/10/05	43,750.00	001080	OCTAGON RISK SERVICES, INC.		4949	JUN-AUG WC ADM FEE	43,750.00	
15291	06/10/05	828.11	001230	CAPITOL CLUTCH & BRAKE, INC.		4896	REV VEH PARTS	828.11	
15292	06/10/05	64,992.56	001316	DEVCO OIL		4897	MAY 16-31 FUEL	64,992.56	
15293	06/10/05	4,458.75	001492	EVERGREEN OIL INC.		4898	HAZ WASTE DISPOSAL	767.50	
						4899	HAZ WASTE DISPOSAL	3,691.25	
15294	06/10/05	1,094.78	001506	WESTERN STATES OIL CO., INC.		4900	MAY OIL/FLEET	1,094.78	
15295	06/10/05	196.64	002028	WESTCOAST LEGAL SERVICE	7	4950	PROF/TECH SVCS	196.64	
15296	06/10/05	153.73	002063	COSTCO		4951	PHOTO PROCESS/OPS	23.00	
						4952	LOCAL MEETING EXP	23.32	
						4953	OFFICE SUPPLIES/OPS	78.96	
						4954	PHOTO PROCESS/OPS	28.45	
15297	06/10/05	2,000.00	002267	SHAW & YODER, INC.		4955	APR LEGISLATIVE SVCS	2,000.00	
15298	06/10/05	3,076.96	002287	CALIFORNIA SERVICE EMPLOYEES		4956	JUN MEDICAL	2,887.00	
15298P	06/10/05	-3,076.96	002287	CALIFORNIA SERVICE EMPLOYEES		5005	JUN MEDICAL PREM	189.96	
						5080	VOID CHECK	-3,076.96	PRE-PAID
15299	06/10/05	27,099.30	002295	FIRST ALARM		4957	APR SECURITY	27,099.30	
15300	06/10/05	477.75	002313	HARTSELL & OLIVIERI	7	4958	TRANSCRIPTS/LGL	477.75	
15301	06/10/05	7,500.00	002346	CHANEY, CAROLYN & ASSOC., INC.		4959	MAY LEGISLATIVE SVCS	3,750.00	
15302	06/10/05	1,134.38	002504	TIFCO INDUSTRIES		4960	JUN LEGISLATIVE SVCS	3,750.00	
15303	06/10/05	91,397.45	002569	COMERICA BANK		4901	PARTS & SUPPLIES FLT	1,134.38	
15304	06/10/05	2,288.00	002805	TELEPATH CORPORATION		5006	WORK COMP FUND	91,397.45	
15305	06/10/05	1,500.00	002806	MCKINNEY AVENUE TRANSIT AUTH		4902	MAY RADIO MAINT.	2,288.00	
15306	06/10/05	7,980.53	018	SALINAS VALLEY FORD SALES		4903	REV VEH PARTS 1500	1,500.00	
						4904	REV VEH PARTS	36.76	
						4905	REV VEH PARTS	7,473.29	
						4906	REV VEH PARTS	470.48	
						4907	JUNE ALARMS	396.77	
15307	06/10/05	396.77	020	ADT SECURITY SERVICES INC.		4908	REPAIRS/MAINTENANCE	36.59	
15308	06/10/05	36.59	045	ROYAL WHOLESALE ELECTRIC		4909	REV VEH PARTS	1,104.15	
15309	06/10/05	1,104.15	059	BATTERIES USA, INC.		4910	CLASSIFIED AD/FLEET	160.36	
15310	06/10/05	270.08	061A	REGISTER PAJARONIAN		4961	CLASSIFIED AD/ADM	109.72	
15311	06/10/05	174.45	067	ROTO-ROOTER		4911	OUT REPAIR BLDGS/IMP	174.45	
15312	06/10/05	19,877.51	085	DIXON & SON TIRE, INC.		4912	MAY TIRES/TUBES FLT	19,781.03	
						4913	OUT RPR REV VEH FLT	96.48	
15313	06/10/05	160.94	107	SAN LORENZO LUMBER		4962	REPAIRS/MAINTENANCE	160.94	
15314	06/10/05	1,779.84	117	GILLIG CORPORATION		4914	REV VEH PARTS	1,779.84	
15315	06/10/05	212.70	147	ZEE MEDICAL SERVICE CO.		4915	SAFETY SUPPLIES	23.38	
						4916	SAFETY SUPPLIES	189.32	
15316	06/10/05	2,598.22	148	ZEP MANUFACTURING COMPANY		4917	CLEANING SUPPLY FLT	2,598.22	
15317	06/10/05	4,109.02	282	GRAINGER		4918	REPAIRS/MAINTENANCE	288.58	
						4919	TOOL FOR TRUCK #103	37.12	

5-2.1

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

DATE: 06/01/05 THRU 06/30/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15318	06/10/05	718.71	288	MUNCIE TRANSIT SUPPLY		4920	REV VEH PARTS/SUPPLY	3,783.32	
						4921	REV VEH PARTS	36.37	
						4922	REV VEH PARTS	682.34	
15319	06/10/05	14.65	372	FEDERAL EXPRESS		4963	APR MAILING/HRD	14.65	
15320	06/10/05	31,228.68	378	STEWART & STEVENSON		4923	REMANUFACTURED ENGIN	24,878.11	
						4924	REV VEH PARTS	84.38	
						4925	REV VEH PARTS	410.09	
						4926	REV VEH PARTS	5,856.10	
15321	06/10/05	259.27	395	APPLIED GRAPHICS, INC.		4927	PRINTING-FLT	259.27	
15322	06/10/05	2,474.58	432	EXPRESS PERSONNEL SERVICES		4928	TEMP W/E 5/8 FLEET	738.19	
						4929	TEMP W/E 5/8 FLEET	347.20	
						4964	TEMP/FIN W/E 5/8	784.69	
						4965	TEMP/FIN W/E 5/15	604.50	
15323	06/10/05	164.43	434	VERIZON WIRELESS-PAGERS		4966	JUN PAGERS	164.43	
15324	06/10/05	53.61	434B	VERIZON CALIFORNIA		4967	MT. BIEWLASKI	53.61	
15325	06/10/05	599.33	448	UNISOURCE		4930	CLEANING SUPPLIES	146.79	
						4931	CLEANING SUPPLIES	334.82	
						4968	COPY PAPER-OPS	117.72	
15326	06/10/05	4,045.20	504	CUMMINS WEST, INC.		4932	REV VEH PARTS	1,853.66	
						4933	REV VEH PARTS	145.82	
						4934	REV VEH PARTS	2,045.72	
15327	06/10/05	557.80	629	HUGHES & ASSOCIATES	7	4969	INVESTIGATIVE SVCS	557.80	
15328	06/10/05	924.94	647	GFI GENFARE		4935	REV VEH PARTS	924.94	
15329	06/10/05	72.19	680	GOVPLACE		4970	SALES TAX	72.19	
15330	06/10/05	70.00	682	WEISS, AMY L.	7	4971	PROF SVCS 5/27	70.00	
15331	06/10/05	1,014.40	733	CLAREMONT BEHAVIORAL SERVICES		4972	JUN EAP PREMIUM	1,014.40	
15332	06/10/05	24,813.90	763	ALEXANDER ELECTRIC		4936	LEASEHOLD IMP	24,813.90	
15333	06/10/05	2,000.00	804	ORTHOPAEDIC HOSPITAL	7	4973	APR PROF/TECH SVCS	2,000.00	
15334	06/10/05	300.00	819	MONEY SYSTEMS TECHNOLOGY, INC.		4974	MAINT/COIN SORTER	300.00	
15335	06/10/05	1,847.59	851	I.M.P.A.C. GOVERNMENT SERVICES		5007	4055019201230520	1,847.59	
15336	06/10/05	4,915.45	852	LAW OFFICES OF MARIE F. SANG	7	4975	WORKERS COMP CLAIM	1,050.00	
						4976	WORKERS COMP CLAIMS	705.00	
						4977	WORKERS COMP CLAIMS	3,160.45	
15337	06/10/05	301.63	854	AMERICAN SEATING COMPANY		4937	REV VEH PARTS/SUPPLY	301.63	
15338	06/10/05	78.21	856	ANGI INTERNATIONAL LLC		4938	REPAIRS/MAINTENANCE	78.21	
15339	06/10/05	829.76	871	YARDER MANUFACTURING COMPANY		4939	REV VEH PARTS 830	829.76	
15340	06/10/05	949.87	876	ATCHISON, BARISONE, CONDOTTI &		4978	LEGAL SVCS/SAKATA	135.38	
						4979	LEGAL SVCS/MB	814.49	
15341	06/10/05	2,682.00	878	KELLY SERVICES, INC.		4980	TEMP/ADM W/E 5/8	960.00	
						4981	TEMP/LGL W/E 5/8	762.00	
						4982	TEMP/LGL W/E 5/15	960.00	
15342	06/10/05	11.25	880	SEISINT, INC.		4983	PROF/TECH SVCS LGL	11.25	
15343	06/10/05	421.82	904	RNL DESIGN		4984	REIMBRS EXP TO 3/31	421.82	
15344	06/10/05	2,140.91	909	CLASSIC GRAPHICS		4940	OUT REPAIR REV VEH	1,297.16	
						4941	OUT REPAIR REV VEH	843.75	
15345	06/10/05	14,203.75	912	FOLGER GRAPHICS		4985	GRAPH DSGN SVCS/HEAD	6,247.37	
						4986	PRINTING/HEADWAYS	7,956.38	
15346	06/10/05	495.00	916	DOCTORS ON DUTY		4987	APR DRUG TESTING	495.00	
15347	06/10/05	15,093.27	941	FORTIS BENEFITS INSURANCE CO.		4988	JUN LTD INSURANCE	15,093.27	
15348	06/10/05	100.00	B003	BEAUTZ, JAN	7	4995	MAY BOARD MTG	100.00	

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SANTA CRUZ METROPOLITAN TRANS. DISTRICT
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15349	06/10/05	50.00	B006	HINKLE, MICHELLE	7	4996	MAY BOARD MTG	50.00	
15350	06/10/05	50.00	B007	KEOGH, MICHAEL	7	4997	MAY BOARD MTG	50.00	
15351	06/10/05	100.00	B011	REILLY, EMILY	7	4999	MAY BOARD MTG	100.00	
15352	06/10/05	100.00	B012	SPENCE, PAT	7	5002	MAY BOARD MTG	100.00	
15353	06/10/05	100.00	B014	CITY OF WATSONVILLE	7	5004	MAY BOARD MTG	100.00	
15354	06/10/05	50.00	B015	ROTKIN, MIKE	7	5000	MAY BOARD MTG	50.00	
15355	06/10/05	100.00	B016	SKILLICORN, DALE	7	5001	MAY BOARD MTG	100.00	
15356	06/10/05	100.00	B017	STONE, MARK	7	5003	MAY BOARD MTG	100.00	
15357	06/10/05	100.00	B019	HARLAN, STEPHANIE	7	4998	MAY BOARD MTG	100.00	
15358	06/10/05	45.00	E138	THOMAS, JOHN		4989	DMV/VTT FEES	45.00	
15359	06/10/05	58.00	E185	DANIEL, REBECCA		4990	NOTARY EXAM/PARK	58.00	
15360	06/10/05	10.00	E210	PEREZ, JOHN		4991	VTT FEES	10.00	
15361	06/10/05	63.00	E418	SANCHEZ, FELIX		4992	MAY SUPP LIFE INS	63.00	
15362	06/10/05	206.95	E520	MUNIZ, ARTHUR		4993	MEDICAL PREM PP 10	206.95	
15363	06/10/05	50.00	R443	POLLOCK, MICHAEL K.		4994	SETTLEMENT CLAIM	50.00	
15364	06/17/05	405.96	001	SBC		5008	JUN PHONES/OPS	405.96	
15365	06/17/05	650.00	001016	ALLARD'S SEPTIC SERVICE, INC.		5009	HAZ WASTE DISPOSAL	650.00	
15366	06/17/05	202,308.01	001045	NEXGEN FUELING		5010	LNK TANKS	202,308.01	
15367	06/17/05	305.27	001052	MID VALLEY SUPPLY		5011	CLEANING SUPPLIES	305.27	
15368	06/17/05	189.96	001077	CALIFORNIA SERVICE EMPLOYEES		5082	JUN MEDICAL PREM	189.96	
15369	06/17/05	768.58	001230	CAPITOL CLUTCH & BRAKE, INC.		5012	REV VEH PARTS	768.58	
15370	06/17/05	1,993.44	001263	ABBOTT STREET RADIATOR, INC.		5013	REPAIR RADIATOR	996.72	
						5014	REPAIR RADIATOR	996.72	
15371	06/17/05	333.00	001315	WASTE MANAGEMENT		5015	MAY MT HERMON/KINGS	43.82	
						5016	MAY KINGS VILLAGE	146.81	
						5017	MAY RESEARCH PARK	142.37	
						5018	COPIER OVERAGE/ADMIN	473.74	
15372	06/17/05	473.74	001454	MONTEREY BAY OFFICE PRODUCTS		5019	MEDICAL EXAMS	132.00	
15373	06/17/05	132.00	001523	SANTA CRUZ MEDICAL CLINIC	7	5020	REV VEH PARTS	1,318.50	
15374	06/17/05	1,318.50	001800	THERMO KING OF SALINAS, INC		5021	OUT REPAIR PHONES	81.50	
15375	06/17/05	81.50	001856	BAY COMMUNICATIONS	7	5022	MAY PHONES/IT	92.66	
15376	06/17/05	3,738.58	001A	SBC/MCI		5023	MAY PHONES/IT	178.00	
						5024	MAY PHONES/IT	178.00	
						5083	MAY PHONES	1,859.54	
						5084	MAY PHONES/PT	49.43	
						5085	MAY PHONES/PT	513.02	
						5086	MAY PHONES/PT	256.52	
						5087	MAY PHONES/IT	611.41	
						5025	LOCAL MEETING EXP	92.83	
15377	06/17/05	110.99	002063	COSTCO		5026	PHOTO PROCESS/OPS	18.16	
						5027	CLEANING SUPPLIES	2,736.56	
15378	06/17/05	3,085.34	002106	AMERICAN SUPPLY COMPANY		5028	CLEANING SUPPLIES	348.78	
						5029	REV VEH PARTS 11	10.70	
15379	06/17/05	10.70	002189	BUS & EQUIPMENT		5081	JUN MEDICAL	2,887.00	
15380	06/17/05	2,887.00	002287	CALIFORNIA SERVICE EMPLOYEES		5032	REPAIRS/MAINTENANCE	83.27	
15381	06/17/05	83.27	002689	B & B SMALL ENGINE		5030	OUT REPAIR OTH VEH	1,904.43	
15382	06/17/05	2,306.65	002713	SANTA CRUZ AUTO TECH, INC.		5031	OUT REPAIR OTH VEH	402.22	
						5033	MAY 05 PROF SVCS	7,790.00	
15383	06/17/05	7,790.00	002807	WILLIAM AVERY & ASSOCIATES		5034	04/27-05/25 SAKATA	9.96	
15385	06/17/05	25,715.09	009	PACIFIC GAS & ELECTRIC		5035	04/27-05/25 SAKATA	10.29	

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SANTA CRUZ METROPOLITAN TRAN DISTRICT
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						5036	04/29-05/28 RODRIGUE	1,364.85	
						5037	04/29-05/28 RODRIGUE	25.95	
						5038	04/30-05/31 GOLF CLU	251.11	
						5039	04/30-05/31 GOLF CLU	1,937.52	
						5040	04/30-05/31 1200 RVR	1,933.82	
						5041	04/30-05/31 1200 RVR	180.58	
						5042	05/03-06/01 111 DUB	819.26	
						5043	05/01-06/01 111 DUB	445.43	
						5044	05/01-06/01 VERNON	2,990.75	
						5045	05/01-06/01 370 ENC	125.81	
						5046	05/05-06/06 PACIFIC	1,086.44	
						5047	05/05-06/06 PACIFIC	712.69	
						5048	05/05-06/06 PACIFIC	198.44	
						5049	04/30-5/31 CNG/E RVR	2,452.77	
						5050	4/30-5/31 CNG/G RVR	11,169.42	
15386	06/17/05	7,071.92	079	SANTA CRUZ MUNICIPAL UTILITIES		5051	4/29-5/26 PACIFIC	103.64	
						5052	4/29-5/26 PACIFIC	2,236.40	
						5053	4/27-5/25 GOLF CLUB	842.10	
						5054	4/27-5/25 370 ENC	75.78	
						5055	4/27-5/25 370 ENC	872.90	
						5056	4/27-5/25 1200 RVR	1,931.40	
						5057	4/27-5/25 111 DUB	690.30	
						5058	4/6-6/7 RESEARCH	319.40	
15387	06/17/05	1,904.18	130	CITY OF WATSONVILLE UTILITIES		5059	CONTAINER RODRIGUEZ	1,289.04	
						5060	3/2-5/3 RODRIGUEZ	519.19	
						5061	3/2-5/3 RODRIGUEZ	60.31	
						5062	3/2-5/3 RODRIGUEZ	35.64	
15388	06/17/05	42.93	147	ZEE MEDICAL SERVICE CO.		5063	SAFETY SUPPLIES	42.93	
15389	06/17/05	964.40	149	SANTA CRUZ SENTINEL		5064	APR ADVERTISING	332.39	
						5073	MAY ADVERTISING	632.01	
15390	06/17/05	1,432.97	282	GRAINGER		5065	REPAIRS/MAINTENANCE	1,432.97	
15391	06/17/05	1,086.16	432	EXPRESS PERSONNEL SERVICES		5066	TEMP W/E 5/15 FLT	912.56	
						5067	TEMP W/E 5/15 FLT	173.60	
15392	06/17/05	2,229.37	504	CUMMINS WEST, INC.		5068	REV VEH PARTS	2,229.37	
15393	06/17/05	74.39	667	CITY OF SCOTTS VALLEY		5069	3/15-5/15 KINGS VLG	74.39	
15394	06/17/05	960.00	878	KELLY SERVICES, INC.		5070	TEMP/ADM W/E 5/29	960.00	
15395	06/17/05	35.00	E073	LOGUIDICE, FRED		5071	DMV FEES	35.00	
15396	06/17/05	45.00	E098	OTTO, JOHN		5072	DMV/VTT FEES	45.00	
15397M06/17/05		140,646.47	001069	SANTA CRUZ TITLE COMPANY		5216	120 GOLF CLUB	140,646.47	MANUAL
15398M06/22/05		1,815.00	001069	SANTA CRUZ TITLE COMPANY		5217	120 GOLF CLUB	1,815.00	MANUAL
15399	06/24/05	86.93	001	SBC		5201	JUN PHONES/OPS	86.93	
15400	06/24/05	980.32	001048	CRUZ CAR WASH		5172	VEH WASH SVCS/PT	980.32	
15401	06/24/05	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		5088	MAY 05 PROF SVCS	125.00	
15402	06/24/05	9,480.93	001063	NEW FLYER INDUSTRIES LIMITED		5089	REV VEH PARTS 368	368.20	
						5090	REV VEH PARTS 531	531.24	
						5091	REV VEH PARTS 366	366.24	
						5092	REV VEH PARTS 1114	1,114.25	
						5093	REV VEH PARTS 3464	3,463.90	

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						5094	REV VEH PARTS 21	20.52	
						5095	REV VEH PARTS 2252	2,251.84	
						5096	REV VEH PARTS 388	388.23	
						5097	REV VEH PARTS 977	976.51	
						5098	REPAIRS/MAINTENANCE	24.41	
15403	06/24/05	24.41	001072	BETSON WEST					
15404	06/24/05	10,930.72	001075	SOQUEL III ASSOCIATES	7	9000354	RESEARCH PARK RENT	10,930.72	
15405	06/24/05	7,590.00	001076	BROUGHTON LAND, LLC		9000355	110 VERNON ST RENT	7,590.00	
15406	06/24/05	686.00	001093	KROLL LABORATORY SPECIALISTS		5173	APR DRUG TESTING	318.50	
						5174	MAY DRUG TESTING	367.50	
15407	06/24/05	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000356	CAPITOLA MALL RENT	1,407.05	
15408	06/24/05	65,148.42	001316	DEVCO OIL		5099	JUNE 1-15 FUEL	65,148.42	
15409	06/24/05	814.47	001379	SAFETY-KLEEN SYSTEMS, INC.		5100	HAZ WASTE DISPOSAL	814.47	
15410	06/24/05	555.23	001506	WESTERN STATES OIL CO., INC.		5101	JUNE OIL/FLEET	555.23	
15411	06/24/05	40.44	001648	STEVE'S UNION SERVICE		5102	MAY FUEL	40.44	
15412	06/24/05	2,415.00	001712	ABACHERLI FENCE COMPANY	7	5175	GENERATOR FENCE/PT	2,415.00	
15413	06/24/05	1,071.05	001976	SPORTWORKS NORTHWEST, INC.		5103	REV VEH PARTS 1071	1,071.05	
15414	06/24/05	46.39	002063	COSTCO		5104	LOCAL MEETING EXP	12.16	
						5105	PHOTO PROCESS/OPS	22.96	
						5106	PHOTO PROCESS/OPS	11.27	
15415	06/24/05	25,899.59	002116	HINSHAW, EDWARD & BARBARA	7	9000357	370 ENCINAL RENT	25,899.59	
15416	06/24/05	13,888.00	002117	IULIANO, NICK	7	9000358	111 DUBOIS RENT	10,888.00	
						9000359	115 DUBOIS RENT	3,000.00	
15417	06/24/05	137.20	002161	APPLIED INDUSTRIAL TECH		5107	REPAIRS/MAINTENANCE	137.20	
15418	06/24/05	27,879.15	002295	FIRST ALARM		5176	MAY SECURITY	27,879.15	
15419	06/24/05	156.03	002447	SETON IDENTIFICATION PRODUCTS		5108	NAMEPLATE/FINANCE	22.30	
						5109	NAMEPLATE/VERNON	133.73	
15420	06/24/05	64.00	002567	DEPARTMENT OF JUSTICE		5177	MAY FINGERPRINTS	64.00	
15421	06/24/05	1,887.75	002607	CTC ANALYTICAL SERVICES		5110	OUT REPAIR REV VEH	1,887.75	
15422	06/24/05	1,245.90	002622	RAINBOW CARPET ONE	7	5111	OUT REPAIR/BLDGS IMP	1,245.90	
15423	06/24/05	1,380.00	002649	KING CRANE SERVICE, INC.		5195	CRANE SERVICE/MB	1,380.00	
15424	06/24/05	1,909.12	002721	NEXTEL COMMUNICATIONS		5178	4/4-5/3 PHONES/PT	954.56	
						5179	5/4-6/3 PHONES/PT	954.56	
15425	06/24/05	966.24	002810	FENCE 4 RENT		5180	TEMP FENCE/MB GOLF	462.99	
						5181	TEMP FENCE/MB RVR	503.25	
15426	06/24/05	2,336.68	002811	BERENDSEN FLUID POWER		5112	REV VEH PARTS	2,336.68	
15427	06/24/05	25,940.40	004	NORTH BAY FORD LINC-MERCURY		5113	REV VEH PARTS	827.64	
						5114	2005 FORD EXPLORER	25,112.76	
15428	06/24/05	140.92	007	UNITED PARCEL SERVICE		5194	MAY/JUNE FREIGHT	140.92	
15429	06/24/05	1,608.33	009	PACIFIC GAS & ELECTRIC		5202	5/13-6/14 PAUL SWT	93.34	
						5203	5/17-6/15 RESEARCH	10.30	
						5204	5/17-6/15 RESEARCH	968.65	
						5205	5/11-6/10 KINGS VLG	16.54	
						5206	5/11-6/10 KINGS VLG	519.50	
15430	06/24/05	1,780.74	018	SALINAS VALLEY FORD SALES		5115	REV VEH PARTS	1,780.74	
15431	06/24/05	303.00	020	ADT SECURITY SERVICES INC.		5116	RELOCATED SENSOR/MET	303.00	
15432	06/24/05	388.76	039	KINKO'S INC.		5212	MAY PRINTING	388.76	
15433	06/24/05	2,578.79	041	MISSION UNIFORM		5118	MAY UNIF/LAUNDRY PT	103.60	
						5119	MAY UNIFORM/LAUN FLT	1,976.89	
						5120	MAY UNIFORMS/LAUNDRY	498.30	
15434	06/24/05	1.61	042	ORCHARD SUPPLY HARDWARE		5121	REPAIRS/MAINTENANCE	1.61	

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SANTA CRUZ METROPOLITAN TRANS. - DISTRICT
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15435	06/24/05	4,123.56	043	PALACE ART & OFFICE SUPPLY		5213	OFFICE SUPPLIES	4,123.56	
15436	06/24/05	116.32	045	ROYAL WHOLESALE ELECTRIC		5122	REPAIRS/MAINTENANCE	116.32	
15437	06/24/05	86.39	074	KENVILLE LOCKSMITHS	7	5123	MAY LOCKS/KEYS	86.39	
15438	06/24/05	154.58	075	COAST PAPER & SUPPLY INC.		5124	CLEAN SUPPLY/PARTS	154.58	
15439	06/24/05	1,451.00	080	STATE BOARD OF EQUALIZATION		5125	5/1-6/15 USE TAX	1,451.00	
15440	06/24/05	101.02	087	RECOGNITION SERVICES		5126	EMP INCENTIVE 85	101.02	
15441	06/24/05	2,446.19	110	JESSICA GROCERY STORE, INC.		5207	JUN CUSTODIAN SVCS	2,446.19	
15442	06/24/05	323.65	117	GILLIG CORPORATION		5127	REV VEH PARTS	252.62	
						5128	REV VEH PARTS	71.03	
15443	06/24/05	122.43	123	BAY PHOTO LAB		5182	PHOTO PROCESS/PT	122.43	
15444	06/24/05	96.54	130	CITY OF WATSONVILLE UTILITIES		5208	5/2-6/1 SAKATA	13.45	
						5209	5/2-6/1 RODRIGUEZ	9.50	
						5210	5/2-6/1 SAKATA	73.59	
15445	06/24/05	1,228.39	135	SANTA CRUZ AUTO PARTS, INC.		5129	REV VEH PARTS/SUPPLY	1,228.39	
15446	06/24/05	21.66	144	BOSS MANUFACTURING CO.		5130	SAFETY SUPPLIES	21.66	
15447	06/24/05	2,388.32	156	PRINT GALLERY, THE		5183	PRINT ROUTE STICKERS	2,388.32	
15448	06/24/05	5,114.17	161A	OCEAN CHEVROLET		5131	REV VEH PARTS/PT	5,114.17	
15449	06/24/05	294.52	166	HOSE SHOP, THE		5132	PARTS & SUPPLIES	294.52	
15450	06/24/05	896.39	167	KEYSTON BROTHERS		5133	OTHER MOBILE SUPPLY	896.39	
15451	06/24/05	485.52	170	TOWNSEND'S AUTO PARTS		5134	REV VEH PARTS/SUPPLY	485.52	
15452	06/24/05	634.07	215	IKON OFFICE SOLUTIONS		5184	COPIER MAINT/OPS	634.07	
15453	06/24/05	404.85	221	VEHICLE MAINTENANCE PROGRAM		5135	REV VEH PARTS 405	404.85	
15454	06/24/05	406.25	249	DOC'S TOW & STORAGE, INC.		5136	OUT REPAIR REV VEH	406.25	
15455	06/24/05	51.36	282	GRAINGER		5137	REPAIRS/MAINTENANCE	51.36	
15456	06/24/05	415.63	288	MUNCIE TRANSIT SUPPLY		5138	REV VEH PARTS	243.56	
						5139	REV VEH PARTS	172.07	
15457	06/24/05	738.48	294	ANDY'S AUTO SUPPLY		5140	REV VEH PARTS/SUPPLY	738.48	
15458	06/24/05	3,492.15	378	STEWART & STEVENSON		5141	REV VEH PARTS	524.50	
						5142	REV VEH PARTS	151.06	
						5143	REV VEH PARTS	2,080.04	
						5144	REV VEH PARTS	261.86	
						5145	REV VEH PARTS	25.83	
						5146	REV VEH PARTS	448.86	
15459	06/24/05	1,123.84	395	APPLIED GRAPHICS, INC.		5147	BUSINESS CARDS/FLT	92.50	
						5185	ONE DAY COUPONS/MET	1,031.34	
15460	06/24/05	3,822.69	432	EXPRESS PERSONNEL SERVICES		5148	TEMP W/E 5/29 FLT	260.40	
						5149	TEMP W/E 5/29 FLT	930.00	
						5150	TEMP W/E 5/22 FLT	173.60	
						5151	TEMP W/E 5/22 FLT	918.38	
						5186	TEMP/FIN W/E 5/22	819.56	
						5187	TEMP/FIN W/E 5/29	720.75	
15461	06/24/05	3,875.35	480	DIESEL MARINE ELECTRIC, INC.		5152	REV VEH PARTS	3,875.35	
15462	06/24/05	321.00	481	PIED PIPER EXTERMINATORS, INC.		5153	MAY PEST CONTROL	321.00	
15463	06/24/05	3,867.25	504	CUMMINS WEST, INC.		5154	REV VEH PARTS	129.39	
						5155	REV VEH PARTS	3,737.86	
15464	06/24/05	621.51	508	COMPLETE COACH WORKS		5156	REV VEH PARTS	621.51	
15465	06/24/05	191.92	510	ASCOM HASLER LEASING		5188	JUL EQUIP RENTAL	191.92	
15466	06/24/05	91.90	511	LUMINATOR		5157	REV VEH PARTS 92	91.90	
15467	06/24/05	1,000.00	550	EARTHWORKS	7	5158	SOIL REMOVAL/CHINA G	1,000.00	
15468	06/24/05	2,158.00	616	BROWN ARMSTRONG		5189	AUDIT SERVICES	2,158.00	

5-2.6

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

DATE: 06/01/05 THRU 06/30/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15469	06/24/05	1,904.18	647	GFI GENFARE		5159	REV VEH PARTS	364.90	
						5160	REV VEH PARTS	1,539.28	
15470	06/24/05	11,585.00	694	CALIFORNIA TRANSIT ASSOC.		5196	MEMBERSHIP DUES 2005	11,585.00	
15471	06/24/05	178.75	752	CITY OF CAPITOLA		5197	TV COVERAGE 5/27 MTG	178.75	
15472	06/24/05	3,137.00	809	IBM CORPORATION		5200	MAINT 7/1/05-6/30/06	3,137.00	
15473	06/24/05	111.50	819	MONEY SYSTEMS TECHNOLOGY, INC.		5161	REV VEH PARTS	111.50	
15474	06/24/05	3,474.00	878	KELLY SERVICES, INC.		5162	TEMP/LGL W/E 5/22	960.00	
						5163	TEMP/ADM W/E 5/15	960.00	
						5164	TEMP/ADM W/E 5/22	786.00	
						5190	TEMP/ADM W/E 6/5	768.00	
15475	06/24/05	1,540.00	881	CHARLES M. SALTER ASSOCIATES		5198	4/16-5/15 TALK BUS	1,540.00	
15476	06/24/05	1,144.93	904	RNL DESIGN		5191	REIMBURS EXP TO 4/30	1,144.93	
15477	06/24/05	1,377.77	909	CLASSIC GRAPHICS		5165	OUT REPAIR REV VEH	1,377.77	
15478	06/24/05	1,165.05	912	FOLGER GRAPHICS		5192	GRAPH DSGN SVCS/HEAD	1,165.05	
15479	06/24/05	434.00	915	WORKIN.COM, INC.		5166	TEMP W/E 5/29 FLT	86.80	
						5167	TEMP W/E 6/5 FLT	347.20	
15480	06/24/05	627.00	950	PARADISE LANDSCAPE	7	5168	JUN MAINTENANCE	627.00	
15481	06/24/05	35.00	E182	LOGIUDICE, JASON		5214	DMV FEES	35.00	
15482	06/24/05	45.00	E188	NIETO, MANUEL		5199	DMV/VT FEES	45.00	
15483	06/24/05	66.25	E312	CHENG, FRANK		5169	OFFICE SUPPLIES	39.20	
						5193	OFFICE SUPPLIES	27.05	
15484	06/24/05	10.00	E385	GLENN, ISSAC		5170	VT FEES	10.00	
15485	06/24/05	229.97	M003	WYANT, JUDI		9000360	MED INS PREM REIMB	229.97	
15486	06/24/05	254.52	M005	ROSS, EMERY		9000361	MED INS PREM REIMB	254.52	
15487	06/24/05	459.94	M006	VAN DER ZANDE, ED		9000362	MED INS PREM REIMB	459.94	
15488	06/24/05	750.34	M007	BLAIR-ALWARD, GREGORY		9000363	MED INS PREM REIMB	750.34	
15489	06/24/05	1,075.65	M009	FREEMAN, MARY		9000364	MED INS PREM REIMB	1,075.65	
15490	06/24/05	364.49	M010	SHORT, SLOAN		9000365	MED INS PREM REIMB	364.49	
15491	06/24/05	184.57	M016	HICKLIN, DONALD KENT		9000366	MED INS PREM REIMB	184.57	
15492	06/24/05	413.09	M022	CAPELLA, KATHLEEN		9000367	MED INS PREM REIMB	413.09	
15493	06/24/05	179.92	M024	DOBBS, GLENN		9000368	MED INS PREM REIMB	179.92	
15494	06/24/05	75.17	M056	CRUISE, RICHARD		9000369	MED INS PREM REIMB	75.17	
15495	06/24/05	19.93	M057	PARHAM, WALLACE		9000370	MED INS PREM REIMB	19.93	
15496	06/24/05	19.93	M058	POTEETE, BEVERLY		9000371	MED INS PREM REIMB	19.93	
TOTAL		1,120,519.48		COAST COMMERCIAL BANK		TOTAL CHECKS	214	1,120,519.48	

5-2.7

**Page 1 of the June Ridership Report will
be included in the August Board Packet.**

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	0	6	0	100%
FLYER/LOW FLOOR - 40'	12	1	11	10	1	10	100%
FLYER/LOW FLOOR - 35'	18	4	14	12	2	12	100%
FLYER/HIGH FLOOR - 35'	15	2	13	4	9	4	100%
GILLIG/SAM TRANS - 40'	10	2	8	5	3	5	100%
DIESEL CONVERSION - 35'	15	4	11	10	1	10	100%
DIESEL CONVERSION - 40'	14	3	11	9	2	9	100%
ORION/HIGHWAY 17 - 40'	11	2	9	7	2	7	100%
GOSHEN	3	0	3	1	2	1	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	2	6	5	1	5	100%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JUNE 2005

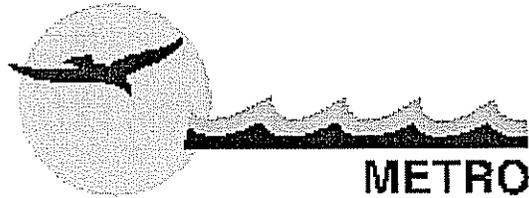
BUS #	DATE	DAY	REASON
9806LF	10-Jun	Friday	Lift does not go down
9813LF	12-Jun	Sunday	Ramp slips when deployed
2305OR	22-Jun	Wednesday	Kneel is very slow to raise`

- 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.

Service Interruption Summary Report
Lift Problems
06/01/2005 to 06/30/2005

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



Agenda

Metro Advisory Committee

6:00 pm
July 20, 2005
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of May 18, 2005 MAC Meeting (No Meeting In June Due to Lack of Quorum)
- V. Discussion of Holiday Service
- VI. Review Courtesy Rules for Bus Riders
- VII. Consideration of Selling Cards for Bike Lockers at METRO Center
- VIII. Consideration of Placing Signs for MAC in Buses
- IX. Consideration of Revised Language for Headways for Folding Bikes in Buses
- X. Discussion of MetroBase Project
- XI. Communications to METRO General Manager
- XII. Communications to METRO Board of Directors
- XIII. Items for Next Meeting Agenda
- XIV. Adjournment

Next Meeting: Wednesday August 17, 2005 @ 6:00 pm
Santa Cruz Metro Conference Room

5-5.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**Minutes- METRO Advisory Committee (MAC)****May 18, 2005**

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, May 18, 2005 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Paul Marcelin-Sampson called the meeting to order at 6:07 p.m.

1. ROLL CALL:**MEMBERS PRESENT**

Dan Alper
Norm Hagen
Jeff Le Blanc
Paul Marcelin-Sampson, Chair
Matthew Melzer
Dennis Papadopulo
Stuart Rosenstein
Dave Williams
Robert Yount, Vice-Chair

MEMBERS ABSENT

Lesley Wright

VISITORS PRESENT

Bonnie Morr, UTU

STAFF PRESENT

Margaret Gallagher, District Counsel
Steve Paulson, ParaCruz Administrator
Leslie White, General Manager

2. AGENDA ADDITIONS/DELETIONS

Bonnie Morr requested that Item 8 be taken out of order. Chair Marcelin-Sampson asked if anyone would object to taking Item 8 out of order. There were no objections.

3. ORAL/WRITTEN COMMUNICATIONS

Oral: Chair Marcelin-Sampson advised of the written communications received.

Oral: Robert Yount stated that his video of the fold-up bikes demonstration from the February MAC meeting would be viewed at the May 27th METRO Board meeting.

Oral: Dave Williams said Lesley Wright's wheelchair was broken and her absence from this month's MAC meeting should be excused. There were no objections.

Oral: Chair Marcelin-Sampson asked that MAC acknowledge Matthew Melzer's participation on MAC since the Committee's inception. Matthew stated he would resign from MAC effective at the end of this month's meeting. He detailed his plans to work as an intern at the National Association of Railroad Passengers. He expressed thanks to METRO and MAC. He asked that this month's MAC meeting be dedicated to the memory of former MAC Chair Mike Edwards. There were no objections.

Minutes– METRO Advisory Committee
May 18, 2005
Page 2

Oral: Chair Marcelin-Sampson stated he would make information available to MAC members relative to Biodiesel fuel.

4. CONSIDERATION OF MINUTES OF APRIL 20, 2005 MAC MEETING

Matthew Melzer advised that Item 13 of the Minutes should reflect that MAC Chair Paul Marcelin-Sampson was in attendance at the Route 20 meeting.¹

ACTION: MOTION: ROBERT YOUNT SECOND: NORM HAGEN

ACCEPT AND FILE MINUTES OF THE APRIL 20, 2005 MAC MEETING WITH THE REQUESTED CHANGE

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

ITEM 8 WAS TAKEN OUT OF ORDER AT THIS TIME

8. REVIEW OF COURTESY RULES FOR BUS RIDERS

Bonnie Morr presented MAC with a draft list of courtesy rules, which was compiled as a collaborative effort by UTU, entitled "Zen and the Art of Bus Riding." She requested MAC review the list and provide feedback. Various courtesy issues were discussed. Chair Marcelin-Sampson suggested that this item be placed on next month's MAC agenda. There were no objections.

5. DISCUSSION OF HOLIDAY SERVICE

Discussion of various aspects and feasibility of holiday service, and week-end service, to include prioritization of services, establishment of special holiday routes, schedules, discussion of fares and other budgetary factors ensued. Les White offered to provide MAC with cost estimates for holiday service.

ACTION: MOTION CHAIR PAUL MARCELIN-SAMPSON SECOND: MATTHEW MELZER

MAC REQUESTS THAT STUART ROSENSTEIN EXPLORE THE ISSUE OF HOLIDAY SERVICE WITH METRO MANAGEMENT AND TO REVISIT THE SUBJECT OF HOLIDAY SERVICE AT A FUTURE MAC MEETING

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

¹ This correction was made at Page 13 of the April Minutes

6. DISCUSSION OF METRO SMOKING POLICY

District Counsel Margaret Gallagher advised that she and the unions would discuss METRO's smoking policy in July. She stated that she would provide an update to MAC at the August meeting.

7. DISCUSSION OF METRO'S WEBSITE

Les White detailed the history of METRO's website as well as plans to upgrade it. Discussion ensued as to funding and available resources to create an upgraded website. The role that MAC could play to assist with its development was discussed.

9. DISCUSSION OF UCSC AND CABRILLO COLLEGE STUDENT ORIENTATION TO METRO

Several MAC members stated that upgrading METRO's website would help to familiarize students with METRO routes and services.

10. CONSIDERATION OF SELLING CARDS FOR BIKE LOCKERS AT METRO CENTER

Chair Marcelin-Sampson advised that the electronic, circular bike rack enclosure that had been installed at METRO Center six months ago was available for use. He stated that in order to better serve cyclists, METRO's Customer Service Department should be able to sell bike locker cards. Les White stated another worthwhile option to explore would be installation of a vending machine at METRO Center. The vending machine would allow for the purchase of bike locker cards during the hours the Customer Service Center is not in operation.

ACTION: MOTION NORM HAGEN SECOND: DENNIS PAPADOPULO

MAC RECOMMENDS THAT METRO STAFF INVESTIGATE THE FEASIBILITY OF MAKING BIKE LOCKER CARDS AVAILABLE FOR PURCHASE AT METRO CENTER

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

11. CONSIDERATION OF APPOINTMENT OF A MAC MEMBER TO ATTEND BSAC MEETINGS

Robert Yount gave a brief overview of BSAC. Jeff Le Blanc stated that he thought it would be a good idea for MAC to appoint a member to BSAC. Les White stated that he was updating the BSAC by-laws and that he would encourage MAC to approve them. He stated that he would incorporate a MAC seat in the revised BSAC by-laws.

ACTION: MOTION: DENNIS PAPADOPULO SECOND: DAVE WILLIAMS

MAC RECOMMENDS THAT BSAC INCLUDE A REPRESENTATIVE FROM MAC

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

Chair Marcelin-Sampson stated that it was his opinion that MAC's appointee to BSAC could be any MAC member, and it would not be necessary to appoint the MAC Chair, but at the present time, he would recommend that Robert Yount be MAC's appointee to BSAC.

ACTION: MOTION: NORM HAGEN SECOND: JEFF LE BLANC

MAC APPOINTS ROBERT YOUNT TO SERVE AS THEIR REPRESENTATIVE ON BSAC

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

12. CONSIDERATION OF MODIFICATION OF PARACRUZ'S NO SHOW POLICY

District Counsel Margaret Gallagher asked for MAC's input on the ParaCruz buy-out issue. Discussion ensued as to the ability for a ParaCruz client to buy-out of a no-show and whether a buy-out should be permitted after three no-shows in twenty trips rather than three no-shows in a 90-day period.

ACTION: MOTION: JEFF Le BLANC SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS THAT THE BUY-OUT, AS IT IS REFERRED TO IN PARACRUZ'S NO SHOW POLICY, BE ALLOWED AFTER THE THIRD NO-SHOW SO AS NOT TO ENCOURAGE PEOPLE TO BUY OUT.

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

District Counsel Margaret Gallagher recommended that MAC review the ParaCruz No-Show policy in one year.

MAC RECOMMENDS THAT THE BOARD APPROVE THE PARACRUZ NO SHOW POLICY AND THAT MAC REVIEW THE NO SHOW POLICY IN ONE YEAR.

ACTION: MOTION: JEFF Le BLANC SECOND: MATTHEW MELZER

Motion passed with Dan Alper, Norm Hagen, Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Stuart Rosenstein, Dave Williams, and Robert Yount voting for; and with Lesley Wright being absent.

13. COMMUNICATIONS TO METRO GENERAL MANAGER

Norm Hagen thanked Les for attending the Watsonville Route 79 meeting. Route 20 and 79 became the topic of discussion. Les provided some details regarding the MetroBase project.

Minutes– METRO Advisory Committee
May 18, 2005
Page 5

14. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS
None.

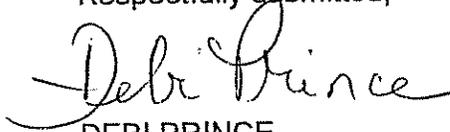
15. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Holiday Service
- Review of Courtesy Rules for Bus Riders
- Discussion of Selling Cards for Bike Lockers at METRO Center
- Discussion of MetroBase Project

ADJOURN

There being no further business, Chair Marcelin-Sampson thanked everyone for participating, and he adjourned the meeting at 7:59 p.m.

Respectfully submitted,



DEBI PRINCE
ADMINISTRATIVE SECRETARY

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR MAY 2005, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period June 1 – 30, 2005.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$29,092,227 or \$297,179 over the amount of revenue expected to be received during the first eleven months of the fiscal year, based on the budget revised in April.
- Total operating expenses for the year to date, in the amount of \$28,066,706, are at 84.9% of the revised budget.
- A total of \$5,612,692 has been expended through May 31st for the FY 04-05 Capital Improvement Program.

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 04-05 budget as of May 31, 2005. The fiscal year is 91.7% elapsed.

A. Operating Revenues

Revenues are \$297,179 over the amount projected to be received for the period. Passenger revenue continues to be significantly below budget projections primarily due to service reductions. Sales tax revenue is \$339,504 over the budgeted amount since the March 2005 wrap-up payment and the May advance were higher than projected. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$28,066,706 or 84.9% of the revised budget, with 91.7% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$5,612,692 has been expended on the Capital Improvement Program.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for May 2005, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - MAY 2005**

Operating Revenue	FY 04-05 Budgeted for Month	FY 04-05 Actual for Month	FY 04-05 Budgeted YTD	FY 03-04 Actual YTD	FY 04-05 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 323,559	\$ 305,848	\$ 3,580,096	\$ 3,481,568	\$ 3,222,562	\$ (357,534)	
Paratransit Fares	\$ 27,686	\$ 19,381	\$ 299,774	\$ 238,453	\$ 223,775	\$ (75,999)	
Special Transit Fares	\$ 230,925	\$ 245,342	\$ 2,046,886	\$ 2,008,899	\$ 2,175,677	\$ 128,791	
Highway 17 Revenue	\$ 117,443	\$ 89,166	\$ 927,845	\$ 636,867	\$ 970,516	\$ 42,671	
<i>Subtotal Passenger Rev</i>	\$ 699,613	\$ 659,737	\$ 6,854,601	\$ 6,365,787	\$ 6,592,530	\$ (262,071)	See Note 1
Advertising Income	\$ 7,500	\$ 5,215	\$ 37,500	\$ 20,689	\$ 56,770	\$ 19,270	See Note 2
Commissions	\$ 617	\$ 483	\$ 6,783	\$ 6,627	\$ 6,298	\$ (485)	
Rent Income	\$ 12,068	\$ 11,524	\$ 142,639	\$ 140,605	\$ 198,378	\$ 55,739	See Note 3
Interest - General Fund	\$ 24,205	\$ 52,932	\$ 271,706	\$ 253,200	\$ 418,107	\$ 146,401	See Note 4
Non-Transportation Rev	\$ 500	\$ 75	\$ 5,500	\$ 10,372	\$ 4,321	\$ (1,179)	
Sales Tax Income	\$ 1,277,000	\$ 1,332,900	\$ 13,994,888	\$ 13,757,508	\$ 14,334,392	\$ 339,504	See Note 5
TDA Funds	\$ -	\$ -	\$ 4,088,272	\$ 5,337,724	\$ 4,088,272	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 2,950,231	\$ 2,804,435	\$ 2,950,231	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 92,928	\$ 65,704	\$ 92,928	\$ -	
FTA Op Asst Advance	\$ -	\$ -	\$ 350,000	\$ -	\$ 350,000	\$ -	
FY 03-04 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 2,021,503	\$ 2,062,866	\$ 28,795,049	\$ 28,762,651	\$ 29,092,227	\$ 297,179	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - MAY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 917,905	\$ 886,052	\$ 744,920	\$ 719,925	81.3%	
Finance	\$ 552,664	\$ 550,753	\$ 452,714	\$ 474,984	86.2%	
Customer Service	\$ 490,027	\$ 490,248	\$ 410,125	\$ 380,850	77.7%	
Human Resources	\$ 353,462	\$ 349,052	\$ 339,938	\$ 240,454	68.9%	
Information Technology	\$ 438,670	\$ 404,756	\$ 381,737	\$ 337,260	83.3%	
District Counsel	\$ 376,655	\$ 349,116	\$ 271,420	\$ 281,156	80.5%	
Facilities Maintenance	\$ 1,050,695	\$ 1,013,901	\$ 920,882	\$ 901,816	88.9%	
Paratransit Program	\$ 236,906	\$ 1,895,006	\$ 185,322	\$ 1,440,466	76.0%	See Note 6
Operations	\$ 1,921,272	\$ 1,908,403	\$ 1,656,704	\$ 1,694,726	88.8%	
Bus Operators	\$ 12,661,130	\$ 12,666,947	\$ 10,941,167	\$ 10,967,333	86.6%	
Fleet Maintenance	\$ 4,046,043	\$ 3,978,125	\$ 3,227,656	\$ 3,259,833	81.9%	
Retired Employees/COBRA	\$ 955,033	\$ 1,020,679	\$ 752,391	\$ 845,676	82.9%	
Total Personnel	\$ 24,000,462	\$ 25,513,038	\$ 20,284,976	\$ 21,544,481	84.4%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 568,070	\$ 619,070	\$ 483,315	\$ 516,893	83.5%	
Finance	\$ 899,457	\$ 908,319	\$ 745,271	\$ 762,866	84.0%	
Customer Service	\$ 92,060	\$ 96,060	\$ 67,599	\$ 91,686	95.4%	See Note 7
Human Resources	\$ 31,603	\$ 35,273	\$ 27,963	\$ 30,753	87.2%	
Information Technology	\$ 92,235	\$ 144,955	\$ 57,711	\$ 139,300	96.1%	See Note 8
District Counsel	\$ 11,340	\$ 39,135	\$ 11,713	\$ 23,642	60.4%	
Risk Management	\$ 254,870	\$ 254,915	\$ 65,331	\$ 134,219	52.7%	
Facilities Maintenance	\$ 449,100	\$ 465,161	\$ 353,948	\$ 325,864	70.1%	
Paratransit Program	\$ 2,743,186	\$ 1,477,335	\$ 2,141,285	\$ 1,296,069	87.7%	
Operations	\$ 578,730	\$ 578,774	\$ 396,791	\$ 426,899	73.8%	
Bus Operators	\$ 7,000	\$ 7,000	\$ 2,736	\$ 2,139	30.6%	
Fleet Maintenance	\$ 2,868,265	\$ 2,885,915	\$ 2,301,977	\$ 2,771,875	96.0%	See Note 9
Op Prog/SCCIC	\$ 300	\$ 300	\$ -	\$ 20	6.7%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Non-Personnel	\$ 8,596,216	\$ 7,512,212	\$ 6,655,641	\$ 6,522,226	86.8%	
Subtotal Operating Expense	\$ 32,596,678	\$ 33,025,250	\$ 26,940,617	\$ 28,066,706	85.0%	
One-Time Paratransit Expenses	\$ 350,000	\$ 37,428	\$ -	\$ -	0.0%	
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -	0.0%	
Total Operating Expense	\$ 33,246,678	\$ 33,062,678	\$ 26,940,617	\$ 28,066,706	84.9%	
YTD Operating Revenue Over YTD Expense				\$ 1,025,521		

**CONSOLIDATED OPERATING EXPENSE
MAY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 6,753,430	\$ 7,491,402	\$ 5,372,201	\$ 6,155,543	82.2%	
Operators Overtime	\$ 1,020,350	\$ 1,115,450	\$ 1,194,197	\$ 1,192,549	106.9%	See Note 10
Other Salaries & Wages	\$ 6,173,059	\$ 6,001,115	\$ 4,988,848	\$ 5,003,656	83.4%	
Other Overtime	\$ 165,700	\$ 192,616	\$ 237,850	\$ 129,352	67.2%	
	\$ 14,112,539	\$ 14,800,583	\$ 11,793,096	\$ 12,481,100	84.3%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 161,240	\$ 176,478	\$ 129,887	\$ 142,735	80.9%	
PERS Retirement	\$ 1,510,704	\$ 1,600,993	\$ 928,488	\$ 1,277,595	79.8%	
Medical Insurance	\$ 2,908,041	\$ 3,288,358	\$ 2,589,324	\$ 3,170,044	96.4%	See Note 11
Dental Plan	\$ 460,743	\$ 520,945	\$ 391,632	\$ 415,175	79.7%	
Vision Insurance	\$ 125,100	\$ 140,610	\$ 105,872	\$ 119,854	85.2%	
Life Insurance	\$ 61,065	\$ 68,330	\$ 48,087	\$ 39,364	57.6%	
State Disability Ins	\$ 217,937	\$ 260,616	\$ 142,105	\$ 168,979	64.8%	
Long Term Disability Ins	\$ 237,221	\$ 250,467	\$ 209,596	\$ 186,343	74.4%	
Unemployment Insurance	\$ 71,243	\$ 91,750	\$ 60,332	\$ 69,467	75.7%	
Workers Comp	\$ 1,473,634	\$ 1,489,828	\$ 1,697,066	\$ 992,043	66.6%	
Absence w/ Pay	\$ 2,628,861	\$ 2,780,518	\$ 2,167,796	\$ 2,457,783	88.4%	
Other Fringe Benefits	\$ 32,135	\$ 35,356	\$ 21,693	\$ 23,998	67.9%	
	\$ 9,887,923	\$ 10,704,249	\$ 8,491,880	\$ 9,063,380	84.7%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 311,700	\$ 311,700	\$ 185,166	\$ 228,802	73.4%	
Prof/Legis/Legal Services	\$ 389,680	\$ 390,698	\$ 278,808	\$ 238,938	61.2%	
Temporary Help	\$ -	\$ 107,058	\$ 4,514	\$ 89,105	83.2%	
Custodial Services	\$ 83,800	\$ 95,800	\$ 72,718	\$ 60,417	63.1%	
Uniforms & Laundry	\$ 37,500	\$ 54,478	\$ 26,960	\$ 43,436	79.7%	
Security Services	\$ 392,555	\$ 392,555	\$ 246,130	\$ 281,370	71.7%	
Outside Repair - Bldgs/Eqmt	\$ 186,546	\$ 180,039	\$ 129,962	\$ 154,670	85.9%	
Outside Repair - Vehicles	\$ 274,563	\$ 245,883	\$ 235,896	\$ 223,116	90.7%	
Waste Disp/Ads/Other	\$ 86,159	\$ 83,043	\$ 59,040	\$ 92,108	110.9%	See Note 12
	\$ 1,762,503	\$ 1,861,254	\$ 1,239,195	\$ 1,411,963	75.9%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 2,606,136	\$ 1,014,000	\$ 2,016,008	\$ 961,847	94.9%	See Note 13
	\$ 2,606,236	\$ 1,014,000	\$ 2,016,008	\$ 961,847	94.9%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,560,314	\$ 1,653,754	\$ 1,189,957	\$ 1,540,923	93.2%	See Note 14
Tires & Tubes	\$ 164,000	\$ 170,000	\$ 143,692	\$ 163,228	96.0%	See Note 15
Other Mobile Supplies	\$ 6,000	\$ 13,500	\$ 5,015	\$ 12,319	91.3%	
Parts Credit	\$ -	\$ -	\$ (62,909)	\$ -	0.0%	
Revenue Vehicle Parts	\$ 344,000	\$ 449,000	\$ 386,050	\$ 448,814	100.0%	See Note 16
	\$ 2,074,314	\$ 2,286,254	\$ 1,661,805	\$ 2,165,285	94.7%	

**CONSOLIDATED OPERATING EXPENSE
MAY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 23,174	\$ 27,374	\$ 12,488	\$ 16,468	60.2%	
Printing	\$ 68,925	\$ 79,343	\$ 46,485	\$ 58,703	74.0%	
Office/Computer Supplies	\$ 51,284	\$ 89,518	\$ 41,517	\$ 75,262	84.1%	
Safety Supplies	\$ 18,375	\$ 21,018	\$ 11,588	\$ 13,723	65.3%	
Cleaning Supplies	\$ 56,100	\$ 54,170	\$ 36,276	\$ 41,945	77.4%	
Repair/Maint Supplies	\$ 65,000	\$ 67,981	\$ 50,849	\$ 42,485	62.5%	
Parts, Non-Inventory	\$ 42,000	\$ 37,000	\$ 28,044	\$ 34,648	93.6%	See Note 17
Tools/Tool Allowance	\$ 9,600	\$ 13,500	\$ 4,881	\$ 8,854	65.6%	
Promo/Photo Supplies	\$ 11,645	\$ 10,445	\$ 3,264	\$ 5,310	50.8%	
	\$ 346,103	\$ 400,349	\$ 235,390	\$ 297,398	74.3%	
UTILITIES						
	\$ 310,305	\$ 361,500	\$ 261,550	\$ 283,369	78.4%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 582,000	\$ 582,506	\$ 553,340	\$ 527,029	90.5%	
Settlement Costs	\$ 150,000	\$ 150,000	\$ 37,761	\$ 115,686	77.1%	
Repairs to Prop	\$ -	\$ -	\$ (19,532)	\$ (14,021)	0.0%	See Note 18
Prof/Other Services	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 732,000	\$ 732,506	\$ 571,569	\$ 628,694	85.8%	
TAXES						
	\$ 48,594	\$ 48,539	\$ 35,276	\$ 35,806	73.8%	
MISC EXPENSES						
Dues & Subscriptions	\$ 51,176	\$ 52,671	\$ 48,686	\$ 43,372	82.3%	
Media Advertising	\$ -	\$ -	\$ 40	\$ 9,891	0.0%	
Employee Incentive Program	\$ 7,820	\$ 7,820	\$ 8,281	\$ 4,765	60.9%	
Training	\$ 5,900	\$ 3,285	\$ 9,198	\$ 765	23.3%	
Travel	\$ 19,915	\$ 19,415	\$ 19,139	\$ 5,716	29.4%	
Other Misc Expenses	\$ 17,900	\$ 17,799	\$ 13,668	\$ 13,629	76.6%	
	\$ 102,711	\$ 100,990	\$ 99,013	\$ 78,138	77.4%	
OTHER EXPENSES						
Leases & Rentals	\$ 613,450	\$ 715,027	\$ 535,835	\$ 659,727	92.3%	See Note 19
	\$ 613,450	\$ 715,027	\$ 535,835	\$ 659,727	92.3%	
One-Time Paratransit Exp	\$ 350,000	\$ 37,428	\$ -	\$ -		
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -		
Total Operating Expense	\$ 33,246,678	\$ 33,062,678	\$ 26,940,617	\$ 28,066,706	84.9%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 04-05 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Revised Program Budget	Expended in May	YTD Expended
Grant Funded Projects			
MetroBase	\$ 16,000,000	\$ 365,739	\$ 4,813,616
Urban Bus Replacement	\$ 1,675,432		\$ 473,502
Short Range Transit Plan	\$ 100,000		
	\$ 17,775,432		
District Funded Projects			
Bus Stop Imprvmts/Bus Shelter Projects	\$ 94,200		\$ 25,332
IT Projects including GIRO carryover	\$ 16,500	\$ 72	\$ 14,467
Facilities Repairs & Improvements	\$ 37,500		
Non-Revenue Vehicle Replacement	\$ 195,000	\$ 25,113	\$ 70,898
Office Equipment	\$ 33,900		\$ 27,569
Diagnostic Scanner/Storage Containers	\$ 16,000		\$ 15,648
ParaCruz Equipment	\$ 189,500	\$ 27,229	\$ 171,661
	\$ 582,600		
TOTAL CAPITAL PROJECTS	\$ 18,358,032	\$ 418,153	\$ 5,612,692
CAPITAL FUNDING SOURCES			
	Budget	Received in May	YTD Received
Federal Capital Grants	\$ 14,140,345	\$ -	\$ 3,125,598
Federal Planning Funds	\$ 60,000	\$ -	\$ -
State/Local Capital Grants	\$ -	\$ -	\$ -
STA Funding	\$ 982,569	\$ -	\$ 470,809
Transfer from Operating Budget	\$ 189,500	\$ -	\$ 81,500
Bus Stop Improvement Reserves	\$ 39,200	\$ -	\$ -
District Reserves	\$ 2,946,418	\$ 418,153	\$ 1,934,785
TOTAL CAPITAL FUNDING	\$ 18,358,032	\$ 418,153	\$ 5,612,692

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

1. Passenger fares (farebox and pass sales) are \$357,534 or 10% under the final budget amount for the year to date. Paratransit fares are \$75,999 or 25% under budget. Special transit fares (contracts) are \$128,791 or 6% over the budgeted amount. Highway 17 Express revenue is \$42,671 or 5% over 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 \$262,071 or 4%.
2. Advertising income is \$19,270 over budget due to sales of exterior ads on buses. Sales had been projected to begin in January 2005 but some ads were sold earlier. Any extra revenue will be used to offset program start-up costs.
3. Rent income is \$55,739 over budget due to payment of temporary rent by A Tool Shed pending relocation and continued payments by Truck Drivers Institute for use of the Sakata Lane property.
4. Interest income is \$146,401 over budget due to higher interest rates, and a higher treasury balance than projected for the year.
5. Sales tax income is \$339,504 over budget for the first eleven months since the March wrap-up payment was higher than anticipated. For the October – December 2004 sales period, sales tax revenue for the District was up 6.6% over the previous year, while the budget projected a 2.0% increase. In addition, the April and May advances were higher than expected.
6. Paratransit program personnel expense is only at 76.0% of the budget since hiring of additional ParaCruz staff did not occur until the third month of the fiscal year.
7. Customer Service non-personnel costs are at 95.4% of the budget due to graphics and printing costs for Headways.
8. Information Technology non-personnel expense is at 96.1% of the budget due to volume purchases of IT supplies, payment of annual maintenance agreements and use of temporary help.
9. Fleet Maintenance non-personnel costs are at 96.0% of the budget due to high mobile materials costs (See notes 14-16).
10. Operators overtime is at 106.9% of the budget due to shift coverage for the ParaCruz department required by current vacancies, as well as fixed route Bus Operator overtime to cover shifts of employees on leave. A budget transfer will be processed to cover the overrun.
11. Medical insurance is at 96.4% of the budget because premium payments have been made for twelve months instead of eleven months during the reporting period.
12. Waste disposal/ads/other is at 110.9% of the budget due to expenses associated with the sale of the Sakata property, which will be accounted for as part of the MetroBase project.

13. Contract paratransit service is at 94.9% of the budget since most of this account covers the Community Bridges billings for July to October 2004. The balance is being used to pay for contract taxicab services to supplement District service.
14. Fuels and lubricants are at 93.2% of the budget because diesel fuel costs are higher than projected.
15. Tires and tubes expense is at 96.0% of the budget due to ParaCruz start-up costs.
16. Revenue vehicle parts are at 100.0% of the budget because Fleet Maintenance planned to use a large parts credit from Orion to supplement purchase of bus parts. However, many of the parts needed were not available through Orion and had to be purchased from other vendors.
17. Non-inventory parts are at 93.6% of the budget due to volume purchases in Fleet and ParaCruz.
18. 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.
19. Leases and rentals are at 92.3% of the budget because the annual common area charges for 120 Dubois were significantly higher than in previous years.

FY 04-05 BUDGET TRANSFERS
6/1/05-6/30/05

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 05-037			
TRANSFER FROM:	509121-1400	Employee Training	\$ (2,300)
TRANSFER TO:	503034-1400	Employment Exams	\$ 1,800
	503221-1400	Advertising	\$ 500
			<u>\$ 2,300</u>

REASON: To cover expected expenditures for the remainder of FY 04-05 in the Human Resources Department.

TRANSFER # 05-038			
TRANSFER FROM:	501021-1500	Other Salaries	\$ (2,458)
TRANSFER TO:	503041-1500	Temporary Help	\$ 2,458

REASON: To cover temp help in IT during recruitment process.

TRANSFER # 05-039			
TRANSFER FROM:	503406-3100	Contract/Paratransit	\$ (50,000)
	503031-3100	Prof/Technical & Fees	\$ (5,000)
	504211-3100	Postage & Mailing	\$ (4,000)
	504215-3100	Printing	\$ (4,000)
	504011-3100	Fuels & Lubricants	\$ (2,000)
	504511-3100	Small Tools	\$ (2,000)
			<u>\$ (67,000)</u>
TRANSFER TO:	501011-3100	Bus Operator Pay	\$ 61,000
	501013-3100	Bus Operator OT	\$ 5,100
	503352-3100	Equip Repair - Out	\$ 500
	504409-3100	Repairs & Maintenance	\$ 100
	504217-3100	Photo Supply/Processing	\$ 300
			<u>\$ 67,000</u>

REASON: To cover account overruns and expected expenditures for the remainder of FY 04-05 in the ParaCruz Dept.

TRANSFER # 05-040			
TRANSFER FROM:	503352-4100	Equip Repair - Out	\$ (14,000)
	503353-4100	Rev Veh Repair - Out	\$ (40,000)
	503354-4100	Other Vehicle Repair - out	\$ (30,000)
	504421-4100	Non-Inventory Parts	\$ (6,000)
			<u>\$ (90,000)</u>

TRANSFER TO: 504191-4100 Revenue Vehicle Parts \$ 90,000

REASON: To cover expenditures for the remainder of FY 04-05 in the Fleet Maintenance Department.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
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.
- The Board receives monthly reports on the status of this service
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics reported are for the month of April 2005.
- The Board has requested information regarding the number of complaints and compliments

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.

Performance indicators show continued improvement in overall service effectiveness and efficiency during the reporting period.

During the month of April, eight (8) complaints and one (1) compliment were received. Two (2) of the complaints (1 alleged booking error, 1 employee conduct) were found to be "not valid" when investigated. The most common complaints were about late rides (5).

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Operating Statistics for April 2005

	Nov 04	Dec 04	Jan 05	Feb 05	Mar 05	Apr 05
Rides Scheduled	10009	7930	7782	7154	8989	8628
Rides Performed	7591	6713	6822	6804	7898	7405
Miles Driven	66,034	56,619	56,825	56,556	62,911	59,182
Average trip miles	6.83	6.51	6.54	6.20	6.09	6.12
Within ready window	84.67%	89.21%	89.65%	89.67%	90.64%	89.49%
Excessively late/missed trips	77	25	20	17	24	18
Monthly reservation call volume	7948	6375	6606	6688	7361	6429
Call center average time to answer	43 seconds	38 seconds	23 seconds	52 seconds	33 seconds	24 seconds
Calls on hold < 2 minutes	91%	94%	95%	87%	93%	94%
Distinct count of riders	1149	867	842	845	884	835
Most frequent rider	46 rides	44 rides	48 rides	50 rides	48 rides	58 rides
Percentage of shared rides	49.0%	49.1%	51.1%	52.1%	61.6%	59.4%
Passengers per revenue hour	1.43	1.46	1.57	1.64	1.72	1.72
Percent by supplemental providers	33.6%	22.34%	15%	5.7%	5.4%	7.6%
SCT cost per ride	\$24.34	\$23.97	\$21.83	\$24.34	\$24.35	\$23.25
TME cost per ride	\$21.55	\$20.44	\$23.22	\$26.49	\$21.73	\$19.35
ParaCruz cost per ride (excluding overhead)	\$23.81(est)	\$22.41(est)	\$21.81(est)	\$22.52 (est)	\$19.21(est)	\$19.82(est)
Rides < 10 miles	79.91%	80.78%	81.03%	80.41%	80.35%	80.44%
Rides > 10 miles	20.09%	19.22%	18.97%	19.59%	19.65%	19.56%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005

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 May 2005 increased by 2.2% versus May 2004. Year to date student billable trips have increased by 2.3%.
- Faculty / staff trips for May 2005 decreased by (3.7%) versus May 2004. Year to date faculty / staff billable trips have decreased by (5.1%).
- Revenue received from UCSC for May 2005 was \$200,274 versus \$188,925 for May 2004, an increase of 6.0%.

	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> - Faculty / Staff
2005	207,020	18,261	8,640.1	780.3
2004	202,515	18,968	8,709.6	831.1
Monthly Increase- (Decrease)	2.2%	(3.7%)	(0.8%)	(6.1%)

*On May 26 there was a strike on campus, which had a negative effect on ridership.

III. DISCUSSION

UCSC started Fall instruction on September 23, 2004. A summary of the results for May 2005 is:

- Student billable trips for May 2005 were 207,020 vs. 202,515 for May 2004, a increase of 2.2%.
- Average student billable trips *per school-term day* for May 2005 were 8,640.1 vs. 8,709.6 for May 2004, a decrease of (0.8%).
- Faculty / Staff billable trips for May 2005 were 18,261 vs. 18,968 for May 2004, a decrease of (3.7%).

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- Average Faculty / Staff billable trips *per weekday* for May 2005 were 780.3 vs. 831.1 for May 2004, a decrease of (6.1%).
- Year to date Student billable trips have increased by 2.3% and faculty / staff billable trips have decreased by (5.1%).
- Revenue for May 2005 was \$200,275 vs. \$188,925 for May 2004, an increase of 6.0%.
- On May 26 there was a strike at UCSC, which had a negative effect on ridership and revenue on that day.

IV. FINANCIAL CONSIDERATIONS

NONE

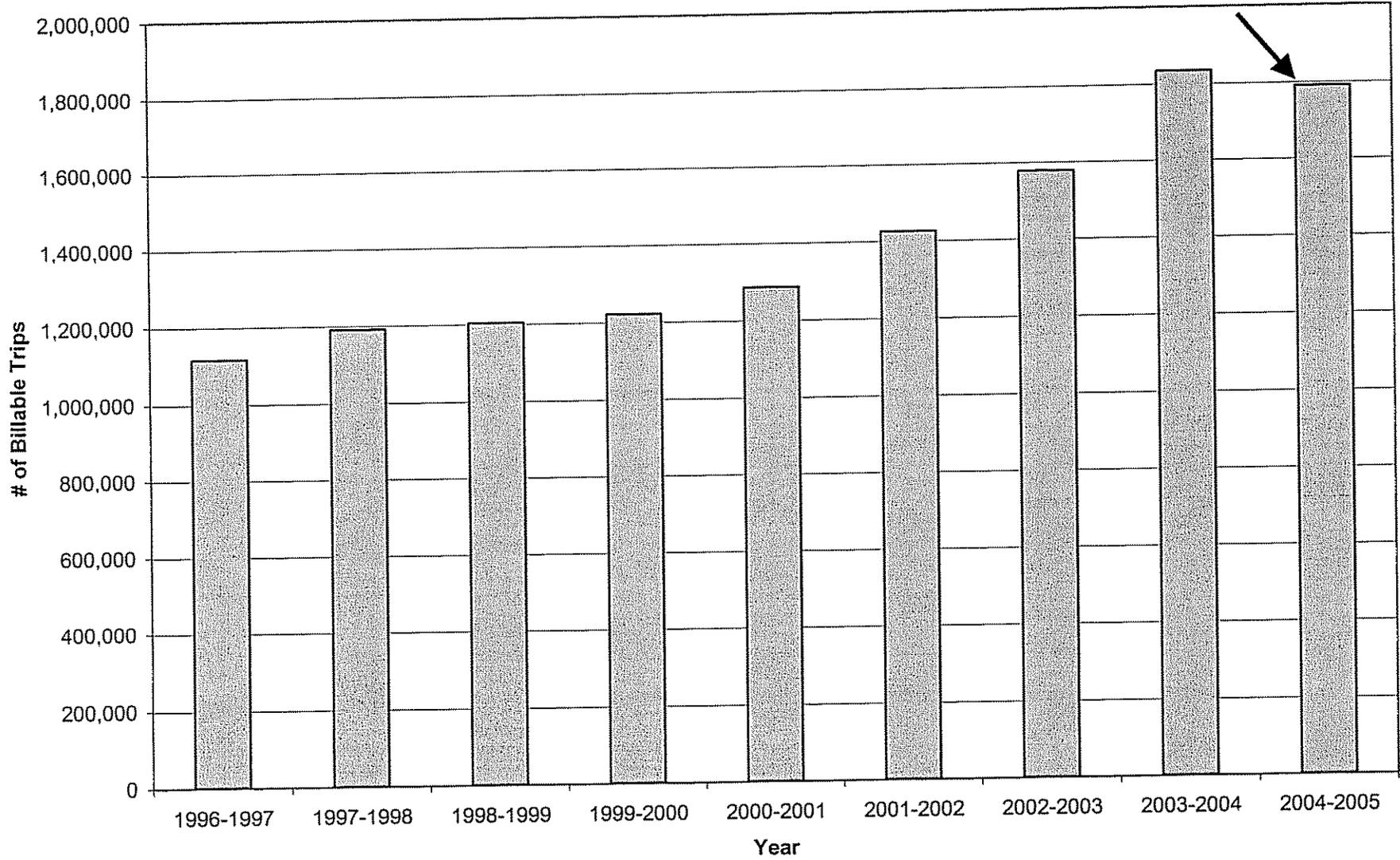
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-9.2

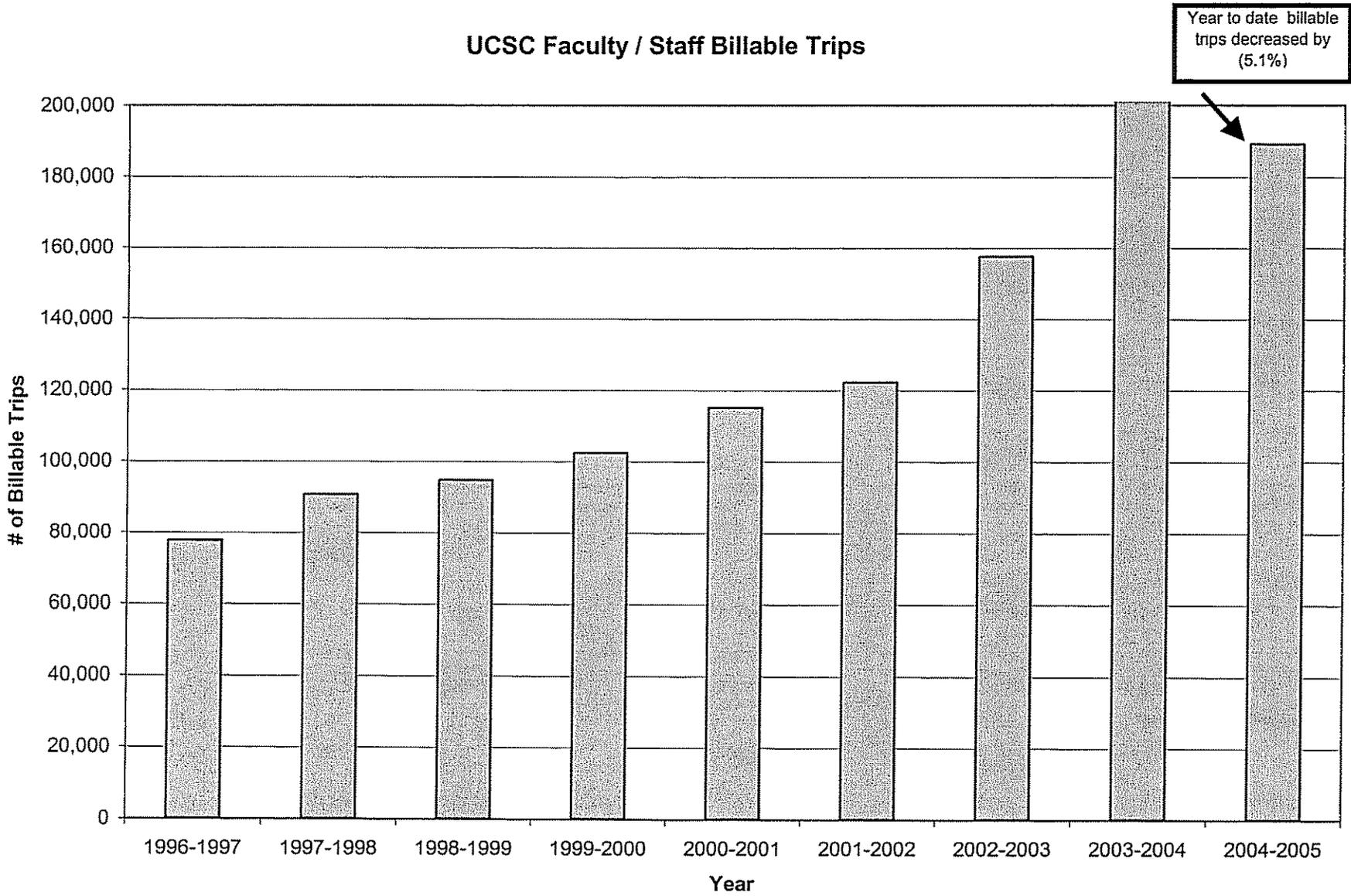
UCSC Student Billable Trips



5-9.a1

Attachment A

UCSC Faculty / Staff Billable Trips



5-9.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The MetroBase Project is proceeding according to the revised schedule using the one project bid option.
- The Invitation For Bids (IFB) was issued on June 1, 2005. Specifications and drawings were made available to prospective bidders on June 15, 2005. A Pre-Bid Conference was held on June 29, 2005. Sealed bids are due July 28, 2005 at 2 p.m.
- On June 29, 2005, representatives of eight general contractors and various subcontractors attended the Pre-Bid Conference.
- Real estate acquisition phase of the project is in final stages. 120 Golf Club Drive escrow closed.
- Bus parking site improvements at 115 Dubois Street are completed.
- AB390 Reimbursement designation for STIP funds application sent to California Transportation Commission on March 21, 2005. CTC will act on the application on July 14, 2005.

III. DISCUSSION

The MetroBase Project is proceeding according to the revised schedule. RNL Design has currently completed the new Maintenance Building design.

The completed components of the project for the review period are as follows:

A. Right Of Way (ROW)

- Groundbreaking Ceremony was held on January 14, 2005.
- 120 Golf Club Drive escrow closed June 22, 2005.
- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel, Fleet Division personnel have been relocated to this facility.

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- Board of Directors approved lease of property at 115 Dubois Street for bus parking and storage during construction on January 21, 2005. The lease has been signed with Iuliano 1977 Trust. The site work construction of bus parking improvements has been completed. Fencing around site has been installed.

B. Finance

- 25 Sakata Lane, Watsonville property out to bid. Bids due June 25, 2005.
- FTA issued concurrence letter approving appraisal for Watsonville property.
- AB3090 on CTC agenda for action on July 14, 2005.

C. Architectural & Engineering (A&E)

- Invitation For Bids for construction released June 1, 2005.
- Issuance of IFB and expression of intent to use sales tax backed debt approved by the Board of Directors on May 27, 2005.
- RNL Design presented to the Board of Directors options for bidding strategies in regards to cost, schedule, and benefits. Board of Directors approved one project bid option on February 25, 2005.

D. Construction Management (CM)

- MetroBase Site Plan Check reviews completed by LP2A, City Of Santa Cruz Public Works, and Harris & Associates.

E. Construction Schedule

- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10th, 2004. Tank has been delivered.
- Approved and executed L/CNG Fueling Station long lead item CNG Vessels on September 24th, 2004. CNG Vessels delivered on March 7, 2005.
- Nica DMT, demolition contractor, completed demolition on 1122 River Street and 120 Golf Club Drive on April 29, 2005.

IV. FINANCIAL CONSIDERATIONS

The uncertainty of the State finances and the potential that proposition 42 will might be suspended for 2006/2007 fiscal year places \$6,363,000 in STIP funds for the project in jeopardy. Lack of adopted Federal Reauthorization Bill places \$5,261,445 in High Intensity Transit Tier funds, and \$1,137,800 of Surface Transportation Program funds in jeopardy. AB3090 reimbursement designation request for FY 07/08 sent to Santa Cruz County Regional Transportation Commission (SCCRTC) on February 25, 2005. On March 21, 2005, SCCRTC sent AB3090 reimbursement designation application to California Transportation Commission. It is on the agenda at the CTC for the July 14, 2005 meeting. Federal Reauthorization Bill has been

5-10.2

extended to July 19, 2005, after which a new bill needs to be enacted in order for the High Intensity Transit Tier Funds to be available.

V. ATTACHMENTS

Attachment A: News Release regarding Federal Reauthorization Bill.

5-10.3

Congress Extends Highway Bill an 8th Time

Friday July 1, 2005 12:46 AM

By JIM ABRAMS

Associated Press Writer

WASHINGTON (AP) - Congress on Thursday was extending an old highway spending bill for the eighth time as House and Senate negotiators continued to struggle over how best to rewrite the bill that expired nearly two years ago.

With the seventh extension expiring Thursday, the House approved an extension through July 19. The Senate was to pass the measure Thursday evening. That action is necessary so funding can continue uninterrupted to the states and to federal transportation programs.

The last highway and transit act, funded at \$218 billion over six years, expired in September, 2003. Shadowed by a White House threat to veto any bill that it considers too expensive, the House and Senate have been unable to find common ground on a new six-year plan.

This year the House approved a \$284 billion bill, the level the administration said was the maximum it would accept, while the Senate passed a \$295 billion measure.

Negotiators from the two chambers are near agreement on a total funding level of some \$286.5 billion, aides said, but are still talking about how that money is most equitably divided among the states. On Thursday, the two sides also were discussing funding for transit programs, which comprise about 18 percent of the total.

Senate negotiators, meeting behind closed doors, agreed to stand by their position that transit programs, including money for buses, rail and ferry facilities, ought to receive 18.48 percent of the total. The House has proposed a slightly smaller percentage.

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The bill is H.R. 3.

5-10.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005

REVISED

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

**SUBJECT: RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE
COVERAGE FOR FY 05-06**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize payment to the California Transit Insurance Pool (CalTIP) in the amount of \$473,189 for participation in the FY 05-06 program.

II. SUMMARY OF ISSUES

- The District carries general liability and vehicle insurance through CalTIP, a pool of California public transit properties established in 1987.
- The renewal for FY 05-06 is in the amount of **\$399,213** for liability insurance, including an additional \$10 million in excess coverage; and \$73,976 for vehicle physical damage insurance.

III. DISCUSSION

The District has been a member of CalTIP since its inception in 1987. Each member agency has a representative on CalTIP's Board of Directors. Assistant General Manager Mark Dorfman is the District's representative. Coverage limits are \$20 million general and vehicular liability with a \$250,000 deductible per occurrence. The premium for liability coverage is **\$399,213**, a decrease of **\$72,305** or **15%** from FY 04-05.

Vehicle physical damage coverage is for actual cash value of the vehicle with a \$25,000 deductible on buses and a \$500 deductible on non-revenue vehicles. The premium for this coverage is \$73,976, a decrease of \$8,320 or 10% from FY 04-05.

Pool loss experience has been very good and until 2002, the net cost of this coverage has been very favorable to the District. In an effort to keep costs down, this year the CalTIP Board of Directors approved several mechanisms which have resulted in the FY 05-06 premiums decreasing from the previous year. The liability coverage includes errors and omissions coverage.

IV. FINANCIAL CONSIDERATIONS

The insurance cost is included in the FY 05-06 final budget.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: **CONSIDERATION OF AWARD OF CONTRACT WITH MIDWEST BUS CORPORATION FOR THREE POSITION BICYCLE CARRIERS**

ACTION REQUESTED AT THE JULY 22, 2005 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for three position bicycle carriers with Midwest Bus Corporation.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Three firms submitted bids for the District's review.
- District staff reviewed and evaluated the bids.
- District staff is recommending that a contract be established with Midwest Bus Corporation to provide three position bicycle carriers.

III. DISCUSSION

The California Department of Transportation (Caltrans) solicited grant applications statewide in August 2002 for \$7.2 million to be awarded from the State's Bicycle Transportation Account to fund projects that improve bicycle safety and convenience. Only cities and county jurisdictions could apply. The Board authorized the General Manager to submit an application through the Santa Cruz County Public Works Department to upgrade the bike carriers on METRO's buses from the current model which carries 2 bikes per carrier to a new model which can carry 3 bikes in each carrier.

In January 2004, Caltrans awarded \$81,000 in grant funds through the Santa Cruz County Public Works Department to METRO to upgrade the bike carriers as proposed in the application. The total project cost of \$90,000 requires a contributing 10% local match of \$9,000. In addition, Santa Cruz County charges a 7% fee (approximately \$5,300) for administering the pass-through funds.

On April 25, 2005 District Invitation for Bid No. 04-26, was mailed to four firms and was legally advertised. On May 23, 2005, bids were received and opened from three firms. These firms and their quoted prices are listed in Attachment A. District staff have reviewed and evaluated the bids.

District staff is recommending that the Board of Directors authorize the General Manager to sign a contract with Midwest Bus Corporation to provide three position bicycle carriers for a total amount not to exceed \$64,950. The initial contract is for a purchase of ten (10) bicycle carriers for a not to exceed amount of \$6,450 with an option to purchase an additional ninety (90) bicycle carriers. If the first racks prove successful, the District can exercise the option for the additional ninety units. Contractor will provide bicycle carriers meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in a grant from the Caltrans Bicycle Transportation Account through the County of Santa Cruz.

V. ATTACHMENTS

Attachment A: Bid Results

Attachment B: Contract with Midwest Bus Corporation

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

IFB No. 04-26 Recap

Three Position Bike Carriers			Midwest Bus Corp	Sportworks	Muncie Transit Supply
Item No.	Item Description	Quantity	Unit Price	Unit Price	Unit Price
1	Three Position Bike Carriers	10	\$ 600.00	\$ 1,141.00	\$ 1,435.00
2	Option pricing	90	\$ 600.00	\$ 1,141.00	\$ 1,435.00
3	Total Bid Price		\$ 64,950.00	\$ 123,513.25	\$ 155,338.75
	Make/Model		MWB 121600	Sportworks Trilogy 100567	Sportworks Trilogy 100567

CONTRACT FOR PROCUREMENT OF THREE-POSITION BICYCLE CARRIERS FOR INSTALLATION ON TRANSIT BUSES (04-26)

THIS CONTRACT is made effective on July 22, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and MIDWEST BUS CORPORATION ("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 Three-Position Bicycle Carriers for Installation on Transit Buses

District requires the purchase of three-position bicycle carriers to be used for standard purposes. In order to obtain said three-position bicycle carriers, the District issued an Invitation for Bids, dated April 25, 2005 setting forth specifications for such three-position bicycle carriers. 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 three-position bicycle carriers desired by the District and whose principal place of business is 1940 West Stewart Street, Owosso, Michigan. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said three-position bicycle carriers, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On July 22, 2005 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 April 25, 2005 including Addendum No. 1 dated May 3, 2005.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for three-position bicycle carriers, signed by Contractor and dated May 23, 2005.

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 I 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 \$64,950 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 \$64,950 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District. Contractor's invoices shall include detailed records. Expenses shall only be billed if allowed under the contract.

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 herein under 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

Midwest Bus Corporation
1940 West Stewart Street
Owosso, MI 48867

Attention: Product Manager

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—MIDWEST BUS CORPORATION

By _____
Wade Rushing
Product Manager

Approved as to Form:

Margaret Rose Gallagher
District Counsel

*Santa Cruz Metropolitan
Transit District*



April 25, 2005

Attached is an Invitation for Bid (IFB) 04-26 for three-position bicycle carriers for transit bus applications.

Last day to submit a bid will be 2:00 p.m. on May 23, 2005, at the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, CA 95060.

Please submit a fully executed copy of Part I the Bid Form (the yellow sheets in your bid package), along with information identified in the specification section of the Invitation for Bids. A contract will be executed for the procurement of goods or services requested and will be in substantially the same form as the Contract in Section VI.

Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of the contract with the District, and all bidders shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts and subcontracts.

In connection with the execution of any contract with the District, the successful contractor shall not discriminate against any employee or application for employment because of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability.

The Santa Cruz Metropolitan Transit District, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit an offer in response to this invitation for bid and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

If you have any questions, please contact the Purchasing Office at (831) 426-0199 or email address: llongnecker@scmttd.com. Please note that all changes to the IFB will be made only by written addenda issued to all offerors; oral changes are not binding. Please request a written addendum for any proposed change.

Sincerely,

Lloyd Longnecker
District Buyer

*110 Vernon Street, Suite B, Santa Cruz, CA 95060
Fleet Maintenance (831) 469-1954 • Purchasing (831) 426-0199
FAX (831) 469-1958*

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bid (IFB)

For Three-Position Bicycle Carriers For Installation On Transit Buses

District IFB No. 04-26

Date Issued: April 25, 2005

Bid Deadline: 2:00 p.m., May 23, 2005



Contents of this IFB

Part I.	Bid Form
Part II.	Instructions to Bidders
Part III.	Specifications
Part IV.	General Conditions of the Contract
Part V.	Special Conditions of the Contract
Part VI.	Contract
Part VII.	FTA Requirements for Non-Construction Contracts
Part VIII.	Protest Procedures

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all freight (F.O.B. Destination, Freight Prepaid), materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated April 25, 2005 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	Three-position bicycle carriers for installation on District's Transit Buses	10 Each			
2	Option: Up to an additional 90 each three-position bicycle carriers for installation on District's Transit Buses. This price shall remain firm for a one-year period	90 Each			
3	Total				

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. 04-26
"Bid Purchase of Item"
Bid Opening 2:00 p.m., May 23, 2005

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
			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:** Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the District Buyer at (831) 426-0199.

PART III

SPECIFICATIONS FOR THREE-POSITION BICYCLE CARRIERS FOR INSTALLATION ON TRANSIT BUSES

1. General Description

The Santa Cruz Metropolitan Transit District (District) requests bids on up to 100 each three-position bicycle carriers for installation on District's transit buses. The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The equipment provided 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. Dimensions and Capacities.

- 2.1 Bicycle carrier to hold three bicycles.
- 2.2 Width: 96"
- 2.2 Depth from the back of the pivot plate assembly to forward edge of carrier in the deployed position: 28"
- 2.3 Bicycle carrier shall accommodate all bicycle types with a wheel size of 16" or larger excluding tandems and recumbents.
- 2.4 Lifting weight to operate the bicycle carrier: less than 30 pounds
- 2.5 Bicycle carrier to be able to support up to a 250 pound centrally located static load when it is deployed and the vehicle is not moving.
- 2.6 Indicator light on driver's panel when bike carrier is deployed.
- 2.7 District currently uses a two-bicycle carrier manufactured by Sportworks on its entire fleet. Bid must include all mounting hardware necessary for installation on District's Fleet of transit buses that consists of the following:

- 1 Each Chance Ah-28 Trolley
- 3 Each Goshen GCII Cutaway 15 passenger buses
- 11 Each Orion V 40 ft Suburban
- 34 Each New Flyer D40 LF
- 15 Each New Flyer D35 HF
- 7 Each New Flyer D40 HF
- 33 Each New Flyer D35 LF
- 10 Each Gillig 40 TB/96

3. Operation

- 3.1 Bicycle carrier to be oriented to load and unload from the "curb side" of the vehicle.
- 3.2 Bicycle carrier to be clearly marked with easy to follow instructions for operation.
- 3.3 Orientation of the bicycle pedals is not required when using the bicycle carrier.
- 3.4 Bicycles may be independently loaded and unloaded.
- 3.5 Torsion spring assists the user in both deploying and stowing the carrier.

3.6 Bicycle in the center position will be slightly elevated over the first and third positions but shall not obstruct driver's view

4. Safety and Construction

- 4.1 Bicycle carrier to contact tires only – no contact is made with the frame of the bicycle.
- 4.2 The bicycle carrier when stowed allows safe operation of the vehicle by locking in place via the latch pin in the pivot plate assembly quadrant.
- 4.3 Stainless steel construction.
- 4.4 All outside corners of the bicycle carrier are rounded.
- 4.5 Bicycle carrier to be equipped with a release latch to deploy the bicycle carrier.
- 4.6 The bicycle carrier is to be mounted to the front of the bus and has a deployed and stowed position.
- 4.7 The bicycle carrier when in use does not interfere with access panels or windshield wipers.
- 4.8 The bicycle carrier support arm is self-storing, retained in the stored position by a magnet.
- 4.9 The mounting bracket has multiple holes for changing the height of the bicycle carrier.

5. Quantities and Purchase Option

The minimum quantity of bicycle carriers District will order under this contract is ten (10). Bidder shall provide a price quotation on an initial minimum purchase quantity of 10 units. Delivered units will be installed by District personnel on the District's University and Highway 17 buses. If the startup program were successful, District would exercise a purchase option to purchase up to a maximum of ninety (90) additional units within a twelve-month period. Bidder will provide a firm price quotation for the minimum quantity and the optional maximum quantity. Unit prices offered shall be F O B. Destination, Freight Prepaid.

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) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract
 - (b) Full Personal Injury coverage.
 - (c) Broad form Property Damage coverage.
 - (d) A cross-liability clause in favor of the 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 April 25, 2005.

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 PROCUREMENT OF THREE-POSITION BICYCLE CARRIERS FOR INSTALLATION ON TRANSIT BUSES (04-26)

THIS CONTRACT is made effective on _____, 2005 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 Item

District requires the purchase of three-position bicycle carriers to be used for standard purposes. In order to obtain said three-position bicycle carriers, the District issued an Invitation for Bids, dated April 25, 2005 setting forth specifications for such three-position bicycle carriers. 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 three-position bicycle carriers 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 three-position bicycle carriers, 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 April 25, 2005.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated May 23, 2005.

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 purchase order number provided by the District. Contractor's invoices shall include detailed records. Expenses shall only be billed if allowed under the contract.

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 NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

This Contract is subject to the terms of a financial assistance contract between the Santa Cruz Metropolitan Transit District and the Federal Transit Administration (FTA) of the United States Department of Transportation.

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

3.0 INELIGIBLE CONTRACTORS

Neither Contractor, nor any officer or controlling interest holder of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

4.0 EQUAL EMPLOYMENT OPPORTUNITY (Not applicable to contracts for standard commercial supplies and raw materials)

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

5.1 Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination

prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by 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 bid. A bid that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by 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 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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

INVITATION FOR BIDS (IFB) NO. 04-26

FOR THREE POSITION BICYCLE CARRIERS FOR TRANSIT BUS APPLICATIONS

May 3, 2005

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the IFB. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bid.

The District received the following request for information and specification questions. The District's response is provided.

1. Question: May we have a copy of the bidder's list? *Answer: Mailing list will be provided after the bid opening.*
2. Question: Will all bidders be notified of approved equals? *Answer: Yes*
3. Question: Part III, item 2.3 states that the bike rack "shall accommodate all bicycle types with a wheel size of 16" or larger". Request that the specification 2.3 read that the rack shall accommodate "all bicycle types with wheel sizes **larger than** 16". *Answer: District approves specification change as requested.*
4. Question: Part III, item 2.2 states that the "depth from the back of the pivot plate assembly to the forward edge of the carrier in the deployed position [is] 28" ". Request that specification 2.2 be changed that this measurement be "no more than 31½ ", as the measurement to the forward edge of the frame is 28 ¼ " but to the farthest forward edge of the Support Arm is 31½ ". *Answer: District approves specification change as requested.*
5. Question: Part III, item 3.1 states that the bike rack "be oriented to load and unload from the 'curbside' of the vehicle". The rack is oriented to load and unload from the curbside of the vehicle or the front of the vehicle, exactly like the existing racks on the

District vehicles. Request specification 3.1 to be changed to read “curbside or front of the vehicle”. *Answer: District approves specification change as requested.*

6. Question: Part III, item 3.3 states that the “orientation of the pedals is not required when using the” bike rack. Request that this line item be removed from the specifications. Because of the small window of space in which to fit three bicycles, in some instances certain combination of bicycles may require some minor pedal orientation. *Answer: District approves specification change as requested.*
7. Question: In regards to California State Sales tax, we are considered a foreign corporation and are not eligible to collect California State’s sales tax. However, we are happy to list it as a line item on the bid form in order for your agency to account for it. *Answer: District requests that you list the sales tax at 8.25% and provide a statement that your company is not eligible to collect this tax.*
8. Question: Would you like the sample contract returned with the bid response? *Answer: No, the District will submit to the successful contractor a completed contract for review and signature after the District’s Board of Directors has approved the award of contract.*

Lloyd Longnecker
District Buyer

PART I
BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all freight (F O B. Destination, Freight Prepaid), materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated April 25, 2005 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	Three-position bicycle carriers for installation on District's Transit Buses	10 Each	\$ 600.00	\$ 51.00	\$ 6510.00
2	Option: Up to an additional 90 each three-position bicycle carriers for installation on District's Transit Buses. This price shall remain firm for a one-year period	90 Each	\$ 600.00	\$ 51.00	\$ 58,590.00
3	Total	100			\$ 65,100.00

Manufacturer/Model MWB 121600

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 Addendum No. 1

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB (Warning: Substantive exceptions will be cause for bid rejection)
2. Copy of any standard warranties in accordance with the Specifications
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 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. 04-26
"Bid Purchase of Item"
Bid Opening 2:00 p.m., May 23, 2005

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

Midwest Bus Corporation

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

1940 West Stewart Street

Street Address

Owosso, MI 48867

City, State, Zip Code

Signature of authorized company official

Wade Rushing, Product Manager

Typewritten name of above and title

Wade Rushing, Product Manager, wader@midwestbus.com

Name, title, and email address of person to whom correspondence should be directed

989-729-5890

989-725-5404

Telephone Number

FAX Number

May, 20 2005

38-2312760

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):

n/a

LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)

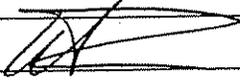
Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

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.

Midwest Bus Corporation
Firm Name _____
Signature of Authorized Official  _____
Name and Title of Authorized Official Wade Rushing, Product Manger
Date 5/20/05

**BUY AMERICA PROVISION {to "BUY AMERICA PROVISION " \ 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

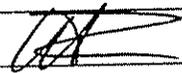
A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist.

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.

May 20, 2005

Date: _____
Signature:  _____
Company Name: Midwest Bus Corporation
Title: Product Manager

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'S NAME MIDWEST BUS CORPORATION
 DBE GOAL FROM CONTRACT — %
 FED. NO. 38-2312760
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

BIDDER'S ADDRESS 1440 WEST STEWART STREET
QUINCY MI 48867
 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
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TOTAL CLAIMED DBE PARTICIPATION \$ — 0 %

[Signature]
 SIGNATURE OF BIDDER

5/20/03
 DATE

AREA CODE/TELEPHONE 989 729 5890

(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.

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 \$ _____ %



May 20, 2005

Mr. Longnecker,

Midwest Bus lists an exception to IFB 04-26 Specification 4.8 per attached e-mail and request below. Thank you for your consideration.

Wade Rushing

Regarding SCMTD IFB 04-26 Specification 4.8 "The bicycle carrier support arm is self-storing, retained in the stored position by a magnet", Midwest Bus requests that specification 4.8 read that: "The bicycle carrier support arm is self-storing, retained in the stored position by a magnet and/or gas spring".

The Midwest Bus bicycle rack meets all of the specifications listed in the aforementioned IFB, however the Midwest Bus rack does not require a magnet to retain the support arm. The Midwest Bus rack uses the existing gas spring to retain the support arm.

I will follow this e-mail up with a written request. I will overnight the written request this afternoon.

Thank you for your consideration,

*Wade Rushing
Midwest Bus Corporation
989-729-5890*



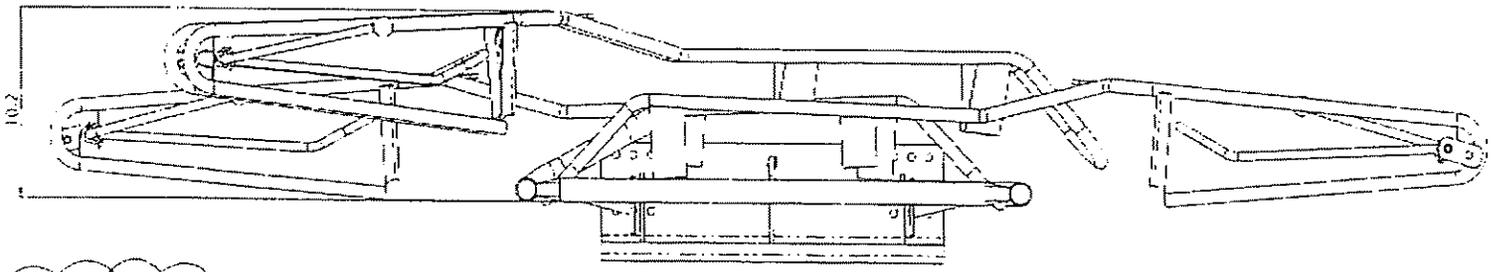
Byk-Rak 3-Position TECHNICAL SPECIFICATIONS

1. The bike rack must meet OSHA/NIOSH requirements for lifting by a single individual and be capable of being raised or lowered with one hand. The 3-position rack will utilize a torsion spring assist mechanism for stowing and deployment.
2. The rack will be installed with a magnetic proximity switch and indicator light in order to alert the driver when the rack is deployed.
3. The bike rack must accommodate all bicycles with wheels 16" (i.e. Dahon folding bicycle series) or larger diameter, excluding tandems and recumbent type bicycles.
4. The bike rack frame shall be manufactured with 304 stainless steel tubing. Outside corners are to be rounded, pinch joints minimized and welds smoothed.
5. All nuts, bolts and washers shall be either AISI Type 304 stainless steel or Grade 8 yellow zinc plated steel
6. The bike rack must be mounted to the front of the bus and accommodate three (3) bicycles. The bicycle rack dimensions shall be less than 84" wide and 28" tall and 11" deep.
7. The latching mechanism must automatically lock the bike rack in the stowed and deployed positions.
8. The bike rack, when stowed, shall not interfere with any access panels/doors, windshield wipers or driver vents.
9. The bike rack shall be designed for loading and unloading from the front, curbside, of the bus. The wheel lock may only contact the bicycle's tires as to not damage to the bicycle's frame. The bike rack shall have a positive wheel lock with a four (4) point locking system. Straps, cords, and/or springs shall not be required to secure a bicycle.
10. The carrier shall not interfere with the ability of the driver to safely operate the vehicle. This includes, but is not limited to, the obstruction of the windshield view and the operation of the windshield wipers, turn signals, and headlights.
11. The carrier shall be compatible with automated bus washing systems and shall be capable of repeated use with automated washing equipment without sustaining damage to the carrier, vehicle, or the washing equipment. The carrier shall be designed as not to accumulate water internally.
12. The use of this rack shall not affect route scheduling. The bike rack shall have a design capability of being loaded or unloaded in 20 seconds or less.
13. The mounting bracket/ pivot plate assembly must be designed to fit all urban transit buses, both standard floor and low floor.
14. The rack shall not require pedal orientation to load or unload bicycles.



15. The rack shall be clearly labeled with bilingual operating instructions.
16. The rack shall allow independent loading and unloading of bicycles in any of the three positions.
17. The center position shall be raised no more than 1.5 inches.
18. The rack support arms shall be self-storing, retained by a gas spring.
19. The mounting brackets shall have multiple holes to allow for height adjustment.
20. The bicycle rack shall be warranted against defects in materials and workmanship for a period of one (1) year from date of installation.
21. The bicycle rack manufacture is required to furnish a complete parts book.

32.7



10.2 inches



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF APRIL, MARCH AND JUNE 2005

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- METRO has 48 routes serving approximately 1,050 bus stops. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622. On July 25, 2003, the Talking Bus was activated on all local routes excluding the Highway 17 service.
- On February 23, 2004 all buses and routes, including the Highway 17 service were equipped with the Talking Bus Technology and the system was fully operational.

III. DISCUSSION

At the November 2001, Board of Directors' meeting, staff was authorized to conduct quarterly call stop compliance audits to insure that call stops were being made. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audits. Robert S. Bortnick & Associates was authorized 100 hours to conduct a survey at a cost of \$5,000.00 each quarter. METRO has 48 routes serving approximately 1,050 bus stops. METRO purchased Talking Bus equipment and programming capabilities in order to assure compliance with the call stop requirements. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622. On July 25, 2003 the Talking Bus was activated on all local routes. On February 23, 2004, all buses in Metro's fixed route service, including the Highway 17 service, were equipped with the Talking Bus Technology. On that date the Talking Bus equipment was fully operational on all of METRO's fixed routes.

Attachment A details the results of the current audit. The results of the audit indicate a compliance rate of 98%. Attachment B provides the results of the call stop audits since the Talking Bus Technology has been in operation, 2003.

All compliance issues are referred to the Operations Department for review and appropriate action. Equipment malfunctions are also referred to the Maintenance Department and programming errors are referred to the IT Department.

Additionally, METRO's contract security guards complete random external route announcement checks of at least 25 buses per day, verifying that each bus announces the route four times within a 2-minute period, prior to the bus' departure from Pacific Station. During this period, April through June 2005, the security guards documented that of the 25 buses that they audited daily for a 91 days period, only 3 failures occurred during the period. Therefore, of the 9,100 possible external announcements (91 days X 25 buses X 4 announcements per bus) the announcements were properly announced 9,088 times and failed 12 times (3 buses X 4 announcements for each bus) during the 3-month period.

IV. FINANCIAL CONSIDERATIONS

Randomly conducted call stop compliance audits cost approximately \$20,000.00 per year.

V. ATTACHMENTS

Attachment A: Stop Announcement Audit Results (April-June 2005)

Attachment B: Summary of Audit Results

CRIMINAL/CIVIL
CA LIC NO P111733

136 VERNON STREET
SANTA CRUZ, CALIFORNIA 95060
TELEPHONE (831) 423-5122
FAX (831) 459-0430
E-MAIL: BortnickPI@yahoo.com

**STOP ANNOUNCEMENT AUDIT RESULTS
(APRIL – JUNE 2005)**

Statistical Summary

Total number of trips surveyed _____ 91
 Total number of trips with talking buses _____ 91 (100%)
 Total number of stop announcements surveyed _____ 3,061
 Total number of stop announcements made _____ 3,003 (98%)
 Total number of stop announcements missed _____ 58

Key to Codes

E = external announcement failure(s) M = missed announcements
 R = possible route change/checklist not updated V = volume too low
 (not counted as missed announcement(s))

Operators (badges not visible)

*1 – Badge not visible; did not obtain description of operator
 *2 – Badge not visible; skinny white male with short, light brown hair, 40's

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
3B – Mission & Nat Brdgs		2221	06/06/05	41	0	
4 – Harvey Wst/Para/Em		9806	06/06/05	26	0	R
4 – Harvey Wst/Para/Em		9806	06/22/05	24	0	R
7 – Beach/Lighthouse		2217	06/09/05	27	0	
7N – Beach Nt/Cap Mall		9810	06/12/05	33	0	
7N – Beach Nt/Metro Ctr		2232	05/13/05	18	0	
9 – Prospect Heights		9827	06/28/05	20	0	

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
10 – UC High St		9824	06/19/05	33	1	M
10 – UC High St		2229	06/27/05	16	0	
12B – University		9814	06/06/05	50	0	R
13 – UC Walnut		9822	06/01/05	35	0	
16 – Laurel East		2211	05/28/05	31	0	
16 – Laurel East		9808	06/18/05	31	0	
16 – Laurel East		9825	06/27/05	17	0	
19 – UC Lower Bay		2216	06/06/05	38	0	
19 – Lower Bay Wknd		9823	06/19/05	40	1	M
20 – UC Westside		9809	06/02/05	50	0	R
31 – SV Dr/Graham Hill		9801	06/22/05	18	1	M, R
31 – SV Dr/Hwy 17/SC		9801	06/22/05	18	2	M
32 – Graham Hill		2217	05/16/05	38	0	R
35 – Glen Arbor/Mt Store		2214	06/29/05	34	3	M, V
35 – Santa Cruz		2214	05/07/05	35	1	M, V, R
35 – Santa Cruz		8095	06/09/05	36	0	R
35 – Santa Cruz		2219	06/24/05	26	0	R
35 – Santa Cruz		2213	06/26/05	34	1	M
35 – Santa Cruz		9804	06/27/05	35	0	R
35 – Santa Cruz		2214	06/29/05	19	0	R
35 – Santa Cruz		2219	06/29/05	35	0	R
35A – Glen Arbor/Mt Str		2216	05/07/05	41	5	M
35A – Glen Arbor/Mt Str		8095	06/24/05	39	0	
35A – Hwy 9/Bear Creek		9804	06/27/05	38	1	M, V
35A – Hwy 9/Bear Crk/Syl		2219	06/29/05	15	0	
35A – Hwy 9/Big Basin		2213	06/26/05	43	3	M, V
35A – Hwy 9/Country Club		8095	06/09/05	38	1	M
40 – Davenport		9803	06/02/05	14	0	R
40 – Santa Cruz		9803	06/02/05	13	1	M, R
40 – Santa Cruz		9810	06/19/05	13	0	R
40 – Waddell Crk/Davnpt		9810	06/19/05	12	0	R
41 – Bonny Doon		8076	06/24/05	35	1	M, R
41 – Santa Cruz		8076	06/24/05	26	0	R
42 – Davenport/Bonny Dn		2211	06/05/05	38	4	M, R
53 – Capitola/Dominican		2210	06/01/05	26	0	R
54 – Aptos/La Selva Bch		2210	05/21/05	45	0	R
54 – Capitola Mall		2210	05/21/05	50	0	R
55 – Rio Del Mar		9811	06/01/05	12	1	M
55 – Rio Del Mar		9811	06/13/05	54	1	M
56 – Cabrillo/La Selva		2210	06/13/05	21	0	
56 – Capitola Mall		2210	06/13/05	10	0	R
66 – 17 th Ave/Cap Mall		2223	05/13/05	32	0	

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
66 – 17 th Ave/Santa Cruz		9811	05/21/05	24	0	
66 – 17 th Ave/Santa Cruz		9813	06/12/05	24	0	
66 – 17 th Ave/Santa Cruz		2215	06/27/05	30	0	R
68 – Capitola Mall		9815	05/28/05	28	0	R
68 – Santa Cruz		9813	05/08/05	23	0	
68 – Santa Cruz		9804	05/28/05	28	0	R
69 – Capitola Rd		9816	05/25/05	14	0	
69 – Capitola Rd		9824	06/13/05	15	0	
69 – Capitola Rd		9825	06/27/05	20	0	
69 – Santa Cruz		2226	06/13/05	13	0	
69A – Capitola Rd/SC		2204	06/04/05	37	0	
69A – Capitola Rd/SC		2202	06/18/05	5	0	
69A – Capitola Rd/SC		2202	06/25/05	11	0	
69A – Capitola Rd/SC		2202	05/08/05	14	0	
69A – Capitola Rd/Wats		9826	05/25/05	20	0	
69N – Cap Mall/Cabrillo		2230	06/29/05	19	0	
69N – Cap Mall/Cabrillo		2237	06/29/05	32	0	
69N – SC/Capitola Vlg		2229	06/29/05	18	0	
69W – Cabrillo/SC		2225	06/18/05	31	1	M
69W – Cabrillo/SC		9826	06/28/05	37	0	
69W – Cabrillo/Wats		2225	05/21/05	14	0	
69W – Cabrillo/Wats		2202	06/14/05	39	1	M
70 – Cabrillo		8080	06/01/05	28	1	M
70 – Santa Cruz		8080	06/01/05	13	0	
71 – Clifford/SC		9830	05/11/05	51	1	M
71 – Clifford/SC		2225	05/25/05	65	3	M
71 – Clifford/SC		9827	06/12/05	58	0	
71 – Clifford/Wats		2202	06/08/05	73	2	M
71 – Clifford/Wats		2235	06/12/05	52	1	M
71 – Crestview/SC		2235	06/25/05	51	1	M
71 – Crestview/SC		9823	06/29/05	29	0	
71 – Crestview/Wats		2238	05/11/05	57	1	M
71 – Crestview/Wats		9827	06/18/05	57	1	M
71 – Crestview/Wats		9829	06/25/05	50	16	M
71 – Crestview/Wats		9822	06/28/05	66	0	
71 – Pennsylvania/SC		2225	06/08/05	58	0	
71 – Pennsylvania/SC		2225	06/14/05	71	0	
71 – Pennsylvania/Wats		9813	06/14/05	71	0	R
72 – Corralitos		9812	06/28/05	55	0	R
74 – Ohlone/Rolling Hills		9816	06/28/05	44	0	R
75 – Green Valley		8083	06/08/05	46	0	R
76 – Buena Vista		2220	06/18/05	39	1	M

SUMMARY OF THE CALL STOP QUARTERLY AUDIT RESULTS

	July- Sept 2003	October- December 2003	January- March 2004	April- June 2004	July- September 2004	October- December 2004	January- March 2005	April- June 2005
Call stops Survey	2,418	2,596	2,378	3,223	2,855	2,294	3,521	3,061
Call stops announced	2,305	2,558	2,371	3,165	2,842	2,258	3,490	3,003
Call Stops not announced	113	38	7	58	11	36	31	58
Percent of call stops completed	95.3%	98.5%	99.7%	98.2%	99.6%	98.4%	99.1%	98.1%
Percent of call stops not completed	4.7%	1.5%	.3%	1.8%	.4%	1.6%	.9%	1.9%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT FOR THE PROPERTY LOCATED AT 370 ENCINAL STREET, SUITE 100.

I. RECOMMENDED ACTION

Authorize the General Manager to execute a Lease Amendment between the Santa Cruz Metropolitan Transit District and Edward and Barbara Hinshaw for the property located at 370 Encinal Street, Suite 100.

II. SUMMARY OF ISSUES

- The Santa Cruz Metropolitan Transit District has an existing lease with Edward and Barbara Hinshaw for the lease of the property located 370 Encinal Street for the METRO Administration offices and Maintenance facilities.
- The lease term expires on January 14, 2006 but provides an option to extend the Lease for an additional five year term under the same terms and conditions as the original lease term.
- The Lease requires a written notice within 180 days of the expiration of the term, or by July 14, 2005.
- METRO staff met with Hinshaws on June 21, 2005 and agreed on certain terms and conditions for a Lease Amendment, pending the approval of the METRO Board of Directors.

III. DISCUSSION

The District's Administration office and Maintenance facilities and offices are located at 370 Encinal Street. The property has been leased from Edward and Barbara Hinshaw for these purposes since January 15, 1999 for a period of seven years. The current lease expires on January 14, 2006 with an option to extend the Lease for an additional 5-year term. The Lease includes 18,855 square feet of office and warehouse space.

The Landlords and owners of the property, Edward and Barbara Hinshaw met with METRO staff on June 21, 2005 to discuss the terms and conditions of a Lease extension. Pending Board approval, it was agreed to extend the term beginning January 15, 2006 for a 2-year term, and include an option for an additional 2-year term. Monthly rent for the first year would be

\$26,500.00 and for the second year, the monthly rent would be \$28,000.00. If METRO decides to exercise the option to extend for the additional two years in 2008, the monthly rent for the first and second years of the extension would be \$29,000.00 and \$30,000.00 respectively.

IV. FINANCIAL CONSIDERATIONS

Currently monthly rent is \$25,145.23 for the 370 Encinal building. This represents \$1.33 per square foot; 26,500.00 is \$1.40 per square foot; \$28,000.00 is \$1.48 per square foot; \$29,000.00 is \$1.54; and \$30,000.00 is \$1.59 per square foot.

If METRO elects to exercise its current option to extend the Lease by an additional five-year term, the annual CPI increases (minimum of 3% and maximum of 8%) would effect the following rent amounts:

First year:	01/15/06-01/14/07	\$25,899.59-	\$27,156.85
Second year:	01/15/07-01/14/08	\$26,676.58-	\$29,329.40
Third Year:	01/15/08-01/14/09	\$27,476.88-	\$31,675.75
Fourth Year:	01/15/09-01/14/10	\$28,301.19-	\$34,209.81

V. ATTACHMENTS

Attachment A: Draft Lease Extension

FIRST AMENDMENT AND EXTENSION TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AND EXTENSION is effective on January 15, 2006, between EDWARD A. HINSHAW and BARBARA N. HINSHAW, both individually, (hereinafter "Landlord") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, (hereinafter "Tenant") who agree as follows:

1. **RECITALS:** This **LEASE EXTENSION** is made with reference to the following facts and objectives:
 - a. **LANDLORD** and **TENANT** entered into a written lease dated January 15, 1999 ("**the Lease**"), for the real property which is situated on 370 Encinal Street, Suite 100, Santa Cruz, Santa Cruz County, California.
 - b. The current Lease will terminate on January 14, 2006.
 - c. The parties desire to extend the term of **the Lease** for a period of two years, with the Tenant having an option to extend the Lease for a period of an additional two years.
2. **EXTENSION OF TERM:** The term of **the Lease** shall be extended for a period of two years beginning January 15, 2006, and shall expire on January 14, 2008. Tenant shall have an additional option to extend the term of the lease for a period of two years beginning January 15, 2008 under the same terms and conditions of the Lease by providing Landlord with a six month written notice.
3. **RENT:** Rent shall be set forth as follows:
 - January 15, 2006 - January 14, 2007 - \$26,500.00
 - January 15, 2007 - January 14, 2008 - \$28,000.00
 - January 15, 2008 - January 14, 2009 - \$29,000.00 (if applicable)
 - January 15, 2009 - January 14, 2010 - \$30,000.00 (if applicable)
3. **NOTICE:** All notices, statements, demands, or requests or disagreements by either party to the other, shall be in writing and shall be sufficiently given and served upon the other party or sent by mail postage prepaid and addressed as follows:

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

Edward and Barbara Hinshaw
12901 Saratoga Avenue
Saratoga, CA 95070

4. **EFFECTIVENESS OF LEASE:** Except as set forth in this Amendment to Lease, all provisions of **the Lease**, shall remain unchanged and in full force and effect.
5. **AUTHORITY:** Each party has full power and authority to enter into and perform this Lease Extension and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

LANDLORD:
Edward and Barbara Hinshaw

TENANT:
Santa Cruz Metropolitan Transit District

BY: _____
Edward A. Hinshaw - Owner

BY: _____
Leslie White, General Manager

BY: _____
Barbara N. Hinshaw - Owner

Approved as to form:

BY: _____
Margaret Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF REVISED LANGUAGE FOR THE HEADWAYS PUBLICATION ALLOWING FOLDING BIKES TO BE CARRIED INSIDE OF FIXED ROUTE BUSES.

I. RECOMMENDED ACTION

That the Board of Directors approve a modification of the Headways publication language to reflect that folding bikes are allowed inside of fixed route buses.

II. SUMMARY OF ISSUES

- The Board of Directors approved a modification of the Bikes in Buses policy on May 27, 2005.
- The modification of the Bikes in Buses policy allows passengers to bring folding bikes that do not exceed five (5) feet in length inside of fixed route buses.
- The modification in the Bikes in Buses policy was approved by the Board in response to a recommendation from the Metro Advisory Committee.
- In approving the modification of the Bikes in Buses policy the Board requested that the Headways publication for METRO riders be modified to reflect the changes.
- Staff has developed revisions to the pertinent sections of Headways to reflect the changes approved by the Board of Directors.
- On July 20, 2005 the METRO Advisory Committee will review the draft revisions and submit a final recommendation to the Board.
- Staff recommends that the Board of Directors adopt the revisions to Headways that are attached to this Staff Report as modified by the METRO Advisory Committee.

III. DISCUSSION

In past years METRO has received numerous requests from passengers to allow bicycles to be carried inside of buses. The requests that have been submitted were in response to the high use of bikes in Santa Cruz and the two-bike capacity of the current racks in use on METRO fixed route buses. With the exception of three routes the Board of Directors has denied the requests to bring bikes inside of buses due to the potential for conflicts between bike users and wheelchair users. The wheelchair securement area is where full sized bikes would be carried, if allowed inside of

buses. Groups advocating for people with disabilities have uniformly opposed using the wheelchair securement area for bicycles due to concerns over potential conflicts.

The METRO Advisory Committee (MAC) reviewed a request to allow folding bikes inside of fixed route buses. Based upon demonstrations of folding bikes the MAC recommended that the Board of Directors revise the Bikes In Buses policy to allow folding bikes under five (5) in length to be allowed inside of fixed route buses. On May 27, 2005 the Board of Directors approved the modification of the Bikes in Buses policy to allow folding bikes under five (5) in length to be carried inside of fixed route buses, with the provision that the securement area for wheelchair users not be used as space for the bikes. The Board also directed METRO Staff to consult with the MAC to revise the language in Headways regarding bikes in buses. Staff has developed the revisions necessary to implement the policy of the Board of Directors (Attachment A). The MAC will review the draft language on July 20, 2005.

Staff recommends that the Board of Directors approve the revisions to Headways as modified by the MAC.

IV. FINANCIAL CONSIDERATIONS

Adoption of revised language in Headways to reflect changes in the Bikes in Buses policy will not have any financial impact on either the Operating or Capital Budgets at METRO.

V. ATTACHMENTS

Attachment A: Draft Revisions to Headways

Attachment A

Bikes on Buses

.....There will be a limit that no more than two (2) full sized bikes brought inside, and people in wheelchairs have priority over bicycles.....

.....Folding bikes & folding strollers, under five (5) feet in length, are also allowed inside buses, but must be folded, controlled by the passenger, and cannot be transported in the wheelchair securement areas.

Carry-On Policy

Two-wheeled shopping carts, baby strollers, and folding bikes, under five (5) feet in length are allowed inside of the bus as long as they can be folded and stored out of the aisle or the wheelchair securement area.....

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF STATUS OF BUS TIRES

I. RECOMMENDED ACTION

That the Board of Directors review the status of the tires used on METRO buses.

II. SUMMARY OF ISSUES

- On May 27, 2005 Bonnie Morr, United Transportation Union Local 23 expressed concern regarding the number of tire failures that METRO was experiencing.
- The concern that was expressed related to recapped rear tires that were rated as having 55 miles per hour as the top speed.
- The tires that were identified as being a problem were Goodyear Metro Miler “B” rated tires that were delivered on the new buses and provided by the manufacturer.
- While METRO does not normally use “B” rated tires, prior deliveries of new buses using these tires have not resulted in problems.
- It has been the practice at METRO to “run out” tires delivered on new buses, recap them once for rear wheel operation, and then retire them.
- METRO experienced four in-service blowouts from January/June 2004 and eight in-service blowouts from January/June 2005.
- Based on the higher number of blowouts METRO removed the remaining “B” rated tires from the fleet. As of July 15, 2005 there were no “B” rated tires on METRO buses.

III. DISCUSSION

On May 27, 2005 Bonnie Morr, United Transportation Union Local 23 expressed concern to the Board of Directors regarding the number of tire failures that METRO was experiencing. The concern that was expressed was focused on the tires that were still in use that were received as a part of the last order of local fixed route buses that was delivered. The New Flyer Company uses Goodyear Metro Miler tires as standard equipment on new buses. These tires carry a “B” rating which limits their top speed to 55 miles per hour. The top speed can be safely exceeded but only for periods of time of less than one hour. METRO does not purchase “B” rated tires for use in the fleet, however the deliveries of new buses in 1998 and 2002 were equipped with “B” rated tires and there were no blow-out problems. It has been the practice at METRO to “run out” tires

delivered on new buses, recap them once for rear wheel operation, and then retire them. METRO experienced four in-service blowouts from January/June 2004 and eight in-service blowouts from January/June 2005. Based on the higher rate of in-service failure for the "B" rated tires that remained in the fleet METRO removed the remaining tires from service. Future bus bids will specify that "B" rated tires are not to be installed on buses for Santa Cruz METRO.

As of July 15, 2005 there were no "B" rated tires operating on the METRO fleet.

IV. FINANCIAL CONSIDERATIONS

The premature retirement of the "B" rated tires resulted in a loss of approximately \$2,700 in the value of unused tire life.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: **CONSIDERATION OF APPROVAL OF SERVICE MODIFICATIONS FOR IMPLEMENTATION IN FALL 2005**

I. RECOMMENDED ACTION

That the Board of Directors approve the proposed service modifications for implementation in the Fall 2005 schedule change.

II. SUMMARY OF ISSUES

- Each Fall Metro makes modifications to fixed route service to reflect changing conditions and needs.
- The proposed service changes reflect the analysis of service undertaken by the METRO Transit Planner and the Service Planning and Review Committee.
- A list of modifications has been identified to:
 - Improve service to UCSC.
 - Modify Highway 17 service to improve connections to AMTRAK, Caltrain, and VTA services.
 - Modify departures in Local Watsonville Service to improve connections.

III. DISCUSSION

Service to UCSC (Weekdays)

School-term Service

With the service changes implemented last fall, the new Route 68 service has parallel routing and headways to the Route 12. In discussions with UCSC staff it was decided to eliminate all but one trip of Routes 12A and 12B. These service hours will be reallocated for additional trips of the Route 15 and Route 16 to help relieve overloads and pass-bys on UCSC routes. Additionally, one peak hour Route 20 will begin at the base of campus at 5:05 PM and serve Westside students and staff. All other new school-term trip departures will be targeted to specific time periods where there are significant overloads.

7.1

They will also be optimized to minimize costs. The estimated costs for this proposal is \$3,952 annually.

Night Owl

Metro provides late-night bus service from the downtown area to campus between 12:00 AM and 2:00 AM weekdays and until 3:00 AM on weekends. When this service was first implemented the running times were very condensed because the Night Owl operates in the early morning hours. However, due to the success of the Night Owl it has become increasingly hard for operators to adhere to the schedules with these condensed running times. Under this proposal the running times will be increase by 5 minutes on all trips. Estimated cost for this proposal is \$8,221 annually. This cost will be paid for through the existing UCSC Contract for Additional Service.

Highway 17 Service

Staff is recommending changes to the Highway 17 service that will be presented to the JPA for a September implementation. These changes are intended to improve operational issues as well as improve connections with other transit services.

Schedule Adherence

After reviewing schedule adherence analysis, staff determined that the existing schedule has too much time between Pacific Station and the Scotts Valley Transit Center. This can be reduced by five minutes therefore improving the efficiency of those northbound trips.

Improved Regional Transit Connections

Due to changes to the AMTRAK Capital Corridor and Caltrain schedules, some connections to regional services in San Jose were not being made. Staff did an intensive review of the new AMTRAK and Caltrain weekday and weekend schedules to optimize connections to the greatest degree possible. Additionally, two deadhead trips were converted to in-service trips to further enhance regional connections at minimal cost. As a result the number of weekday trips making connections to and from AMTRAK or Caltrain services within a half-hour has increased from 76 to 83. The number of weekend trips making connection to and from AMTRAK or Caltrain services within a half-hour has increased from 25 to 29 trips.

Weekdays

When the Highway 17 service and the AMTRAK Connector merged, there was a last minute routing modification that changed the last northbound stop from 7th and San Fernando (via Santa Clara) to San Fernando and 5th on the opposite side of the street. Because the last stop of the northbound trip and the first stop of the southbound trip were the same stop, some of these northbound to southbound trips were linked with no layover allowed. As a result, the route modification caused some trips to run late. In particular, the block containing the bulk of the

evening trips was chronically late, causing some passengers to miss last chance connections. To rectify this problem, the departure times of some trips were moved to allow adequate turn-around time between San Fernando/5th and San Fernando/7th. Layovers were modified to allow more time at Pacific Station where possible.

Destination of Southbound Trips

There have been multiple requests from customers that utilize the Soquel Park and Ride Lot to have a later southbound bus return to the Park and Ride lot. Currently the last trip to the Soquel Park and Ride lot departs San Jose State at 5:05 PM. For customers working until 5:00 PM, it is sometimes a challenge to reach the bus stop for this departure. There have also been customer comments regarding the lack of Pacific Station-bound buses in the afternoon, especially when their train is late. This proposal converts the 3:50 PM southbound trip from a Soquel Park and Ride destination to a Pacific Station destination. Instead of serving only the Soquel Park and Ride, the 5:10 PM and 6:00 PM trips will now serve Pacific Station first and then proceed southbound to the Soquel Park and Ride.

Overcrowding

Driver comments, customer complaints and ridership analysis indicate there are occasional overloads on northbound trips between 6:25 AM and 7:20 AM. This requires customers to sit on the floor for these trips. To rectify this problem this proposal moves the underutilized 5:10 AM trip (averaging 6.4 passengers per trip) to 6:45 AM. To mitigate the loss of the 5:10 AM Park and Ride trip, the 5:25 AM trip from Pacific Station will now begin and Soquel Park and Ride at 5:15 AM, arriving at Pacific Station in time for a 5:25 AM departure.

Weekends

Because the Highway 17 service essentially runs every two hours, as does the AMTRAK Capitol Corridor and San Joaquin services, these regional connections have been less than optimal. To enhance these connections during the middle part of the day where ridership is more significant, staff proposes to delete the 5:50 AM northbound and the 6:55 AM southbound trips due to low ridership. Those trips will be redirected to mid-morning service where ridership is higher and connections to the Capitol Corridor have been an issue. The departure times of other trips have been modified to enhance connections to other regional services.

Summary

Weekday service hours would be increased by 35 minutes. Total hours increase by 1.5 hours. Total annual cost of the weekday proposal is estimated to be \$23,386.

Weekend service hours are actually reduced by 15 minutes so there is a net savings of approximately \$1,908 annually.

7.3

Total proposal annual cost is \$21,478

Route 35 Boulder Creek/Santa Cruz (Weekdays)

A customer requested that staff review service north of the Mountain Store on Highway 9. Specifically, there is early morning school-term service to Sylvan Avenue, but no service when school is out. Conversely, in the evening and on weekends, service to Sylvan Avenue is on our regular service. This proposal is to pull the Sylvan Avenue segment from the School term trip and add it to a bus that currently departs the Mountain Store at 7:02 AM. This proposal adds nearly 6 hours of service annually for a total cost of \$385.

Route 40 Davenport/Bonny Doon (8:40 am trip only)

Staff recently received a customer request that the 8:40 AM Route 40 trip be moved twenty minutes earlier so it would arrive at Pacific School in Davenport in time for an 8:45 AM bell. After reviewing the service staff feels that METRO can accommodate this request at no cost or savings. There are no known impacts to this change.

Route 56 La Selva

After reviewing schedule adherence on this route, it was determined that there was too much time between the Capitola Mall and Cabrillo College timepoints and they can be reduced by five minutes. There is no costs or savings associated with this proposal.

Route 68 Live Oak via Broadway/Portola (Weekends)

For the summer bid this route was diverted from Ocean Street weekends. This route will now return to its original routing, serving lower Ocean Street and San Lorenzo Blvd., until next summer. There is no costs or savings associated with this proposal.

Route 72 Corralitos

When Watsonville service was reorganized last fall as an element of the service reduction, the Route 72 departure was moved from :40 after the hour to :45 after the hour. Bus Operators have indicated that this has caused difficulty with intercity service connections to Santa Cruz. Staff proposes to move the departure back to :40 after that hour. There is no costs or savings associated with this proposal.

Route 75 Green Valley

As a result of the Wall Street Inn fire, the Route 75 has been detouring using Rodriguez Street to 5th Street to Main Street. Staff proposes to make this detour permanent to help maintain on-time performance. There are no bus stops between the Watsonville Transit Center and 5th and Main Street. As this is more direct routing, it is expected that schedule adherence will be enhanced. There is no costs or savings associated with this proposal.

Route 79 East Lake

To enhance connections with the Route 71, staff proposes to move the departure time of Route 79 earlier by five minutes. There is no costs or savings associated with this proposal.

IV. FINANCIAL CONSIDERATIONS

The total estimated annual cost for Hwy 17 modifications is \$21,478

The total estimated annual cost for all improvement to local service (excluding Night Owl) is estimated at \$4,337 annually.

The total estimated cost for the Night Owl modification is \$8,221 annually, which will be paid for by UCSC through the existing Night Owl contract.

V. ATTACHMENTS

- Attachment A:** Hwy 17/AMTRAK Northbound Weekday Matrix
- Attachment B:** Hwy 17/AMTRAK Southbound Weekday Matrix
- Attachment C:** Hwy 17/AMTRAK Northbound Weekend Matrix
- Attachment D:** Hwy 17/AMTRAK Southbound Weekend Matrix
- Attachment E:** Hwy 17 AMTRAK Connections List
- Attachment F:** Route 40 Proposed Fall Schedule
- Attachment G:** Route 56 Proposed Fall Schedule
- Attachment H:** Route 72 Proposed Fall Schedule
- Attachment I:** Route 79 Proposed Fall Schedule
- Attachment J:** Route 68 Map
- Attachment K:** Route 75 Map

Highway 17/AMTRAK Northbound Weekday Schedule Proposal

Soquel Park & Ride	Pacific Station	Scotts Valley T.C.	San Jose DIRIDON Station	CalTrain Peninsula	AMTRAK Cap. Corr.	AMTRAK San Joaquin	5th & San Fernando
4:35 AM	4:45 AM	5:00 AM	5:37 AM	5:45am (BB1)			5:45 AM
				5:56am (Exp)			
				6:02am (BB2)			
5:15 AM	5:25 AM	5:40 AM	6:17 AM		6:30AM		6:25 AM
5:45 AM	---	6:00 AM	6:37 AM	6:45am (BB1)		7:00AM (B)	6:45 AM
				6:50am (LS)			
				6:56am (Exp)			
6:10 AM	---	6:25 AM	7:07 AM	7:14am (Exp)	7:15AM (B)		7:15 AM
---	6:20 AM	---	7:10 AM				7:18 AM
6:35 AM	---	6:50 AM	7:37 AM	7:45am (BB1)			7:47 AM
				7:50am (LS)			
				7:54am (Reg)			
---	6:45 AM	---	7:35 AM	7:45am (BB1)			7:43 AM
				7:50am (LS)			
				7:54am (Exp)			
6:50 AM	---	7:05 AM	7:52 AM	8:02am (BB2)			8:02 AM
7:20 AM	---	7:35 AM	8:22 AM	8:16am (Exp)			
				8:40am (Exp)			
---	7:40 AM	7:55 AM	8:42 AM		9:00AM (B)		8:52 AM
---	8:05 AM	8:20 AM	9:00 AM	9:10am (Reg)		9:25AM (B)	9:10 AM
				9:40am (Reg)			
---	9:05 AM	9:20 AM	10:00 AM	10:10am (Reg)	10:07AM (C)		10:10 AM
---	10:30 AM	10:45 AM	11:25 AM	11:40am (Exp)	12:30PM	11:45AM (B)	11:35 AM
				12:40am (Exp)			
---	12:20 PM	12:35 PM	1:15 PM	1:40pm (Exp)	1:45PM (B)		1:25 PM
				2:10pm (Reg)			
---	1:20 PM	1:35 PM	2:15 PM	2:40pm (Exp)	2:55PM (B)	2:40PM (B)	2:25 PM
				3:05pm (Reg)			
---	2:20 PM	2:35 PM	3:15 PM	3:44pm (Exp)	4:15PM		3:25 PM
---	3:00 PM	3:15 PM	4:00 PM	4:26pm (BB2)			4:10 PM
---	3:30 PM	3:45 PM	4:30 PM	4:45pm (BB1)		4:50PM (B)	4:40 PM
				5:26pm (BB2)			
---	4:30 PM	4:45 PM	5:30 PM	5:31pm (LS)	5:48PM		5:40 PM
				5:39pm (Reg)			
				5:45pm (BB1)			
---	5:10 PM	5:25 PM	6:10 PM	6:26pm (BB2)	6:45PM (B)	6:25PM (B)	6:20 PM
				6:31pm (LS)			
				6:45pm (Exp)			
---	6:10 PM	6:25 PM	7:10 PM				7:18 PM
---	7:00 PM	7:15 PM	8:00 PM	8:10pm (Reg)	8:39PM (C)		8:08 PM
				9:10pm (Reg)			
---	9:30 PM	---	10:15 PM	10:30pm (Reg)			10:23 PM

B=Amtrak Thruway Bus Connection

C=Amtrak Coast Starlight Connection

eff 8/1/05

eff 6/6/05

eff 4/25/05

7.A1

Attachment **B**

Highway 17/AMTRAK Southbound Weekday Schedule Proposal

7th & San Fernando	AMTRAK Cap. Corr.	AMTRAK San Joaquin	CalTrain Peninsula	San Jose DIRIDON Station	Scotts Valley T.C.	Pacific Station	Soquel Park & Ride
5:50 AM				5:57 AM	6:35 AM	6:50 AM	---
6:50 AM			6:26am (Reg) 6:56am (Reg)	6:57 AM	7:37 AM	7:57 AM	---
7:40 AM	7:40AM		7:24am (Exp) 7:44am (LS) 7:58am (BB1) 8:10am (BB2)	7:47 AM 8:20 AM	8:27 AM 9:00 AM	8:47 AM 9:20 AM	---
8:10 AM							
8:55 AM	8:40AM		8:44am (LS) 8:58am (BB1)	9:05 AM	9:45 AM	10:05 AM	---
9:55 AM	9:45AM (B) 9:55am (C)		9:44am (LS) 9:58am (BB1)	10:05 AM	10:45 AM	11:05 AM	---
11:25 AM	11:10AM (B)	11:25AM (B)	10:38am (Reg)	11:35 AM	12:15 PM	12:35 PM	---
12:00 PM			12:00pm (Exp)	12:10 PM	12:50 PM	1:10 PM	---
12:50 PM	12:35PM (B)		12:38pm (Reg)	1:00 PM	1:40 PM	2:00 PM	---
1:40 PM		1:15PM (B)	1:38pm (Reg)	1:50 PM	2:30 PM	2:50 PM	---
3:00 PM			3:00pm (Exp)	3:10 PM	3:50 PM	4:10 PM	---
3:15 PM				3:25 PM	4:05 PM	---	4:35 PM
3:35 PM	3:20PM		3:38pm (Reg)	3:45 PM	4:30 PM	4:55 PM	---
3:50 PM				4:00 PM	4:45 PM	5:10 PM	---
4:15 PM		4:25PM (B)	4:00pm (Exp)	4:25 PM	5:10 PM	---	5:40 PM
4:30 PM			4:39pm (Reg)	4:40 PM	5:25 PM	5:55 PM	---
4:50 PM			4:59pm (BB1)	5:00 PM	5:45 PM	---	6:10 PM
5:10 PM			5:07pm (Exp) 5:11pm (BB2)	5:20 PM	6:05 PM	6:25 PM	6:40 PM
5:35 PM	5:35PM (B)		5:27pm (Exp)	5:45 PM	6:30 PM	6:50 PM	---
6:00 PM			5:48pm (Exp) 5:59pm (BB1)	6:10 PM	6:55 PM	7:15 PM	7:30 PM
6:30 PM			6:11pm (BB2) 6:27pm (Exp)	6:40 PM	7:20 PM	7:40 PM	---
6:55 PM			6:50pm (Exp) 6:59pm (BB1)	7:05 PM	7:43 PM	8:03 PM	---
7:35 PM		7:25PM (B)	7:11pm (BB1)	7:45 PM	8:23 PM	8:38 PM	---
8:20 PM	8:05PM (B)		8:03pm (Exp)	8:27 PM	9:05 PM	9:20 PM	---
9:05 PM	8:27PM (C) 8:50PM		8:51pm (Reg)	9:12 PM	9:50 PM	10:05 PM	---
10:30 PM		9:45PM (B)	9:56pm (Reg)	10:37 PM	11:15 PM	11:30 PM	---

eff 6/6/05

eff 4/25/05

eff 8/1/05

B=Amtrak Thruway Bus Connection

C=Amtrak Coast Starlight Connection

7.B1

**Highway 17/Caltrain/AMTRAK
Weekend Northbound Connections**

Pacific Station	Scotts Valley T.C.	San Jose Diridon Station	Proposed CalTrain Peninsula	AMTRAK Cap. Corr.	AMTRAK San Joaquin
				7:40 AM	7:00 AM (B)
8:15 AM	8:30 AM	9:15 AM	10:00 AM	9:40 AM 10:07 AM (C)	9:25 AM (B)
9:50 AM	10:05 AM	10:50 AM	11:00 PM		11:45 AM (B)
11:30 AM	11:45 AM	12:30 PM	1:00 PM	12:40 PM	
1:20 PM	1:35 PM	2:20 PM	3:00 PM	2:40 PM 3:55 PM (B)	2:40 PM (B)
3:30 PM	3:45 PM	4:30 PM	5:00 PM		4:50 PM (B)
4:30 PM	4:45 PM	5:30 PM	6:00 PM	5:48 PM	6:25 PM (B)
6:20 PM	6:35 PM	7:20 PM	8:00 PM	7:40 PM 8:39 PM (C)	
7:50 PM	8:05 PM	8:50 PM	9:00 PM		
9:25 PM	9:40 PM	10:20 PM	10:30 PM		

B=Amtrak Thruway Bus Connection

C=Amtrak Coast Starlight Connection

eff 8/1/05

eff 6/6/05

eff 4/25/05

7.C1

H17/Caltrain/AMTRAK
Weekend Southbound Connections

AMTRAK Cap. Corr.	AMTRAK San Joaquin	Proposed CalTrain Peninsula	San Jose Diridon Station	Scotts Valley T.C.	Pacific Station
8:50 AM			9:15 AM	10:00 AM	10:20 AM
9:55 AM (C)		10:36 AM	11:00 AM	11:45 PM	12:05 PM
10:50 AM					
	11:25 AM (B)	12:36 PM	12:40 PM	1:25 PM	1:45 PM
1:50 PM	1:15 PM (B)	1:36 PM	2:20 PM	3:05 PM	3:25 PM
3:50 PM	4:25 PM (B)	4:36 PM	4:40 PM	5:25 PM	5:45 PM
5:20 PM		5:36 PM	5:40 PM	6:25 PM	6:45 PM
7:35 PM (B)	7:25 PM (B)	7:36 PM	7:50 PM	8:35 PM	8:55 PM
8:27 PM (C)		8:36 PM	9:05 PM	9:45 PM	10:05 PM
8:50 PM					
	9:45 PM (B)	10:36 PM	10:40 PM	11:20 PM	11:40 PM

eff 6/6/05

eff 4/25/05

eff 8/1/05

B=Amtrak Thruway Bus Connection

C=Amtrak Coast Starlight Connection

7.D1

Amtrak Highway 17 Southbound Connections Weekday Departures from Diridon Station to Santa Cruz

Arrive Type	Connection/Origin	Hwy 17 Departures
		05:57a
06:06a bus	VTA Rte 180: (S) from Fremont	
06:24a bus	VTA Rte 180: (S) from Fremont	
06:26a train local	Caltrain: (S) from San Francisco	
06:39a bus	VTA Rte 180: (S) from Fremont	
06:54a bus	VTA Rte 180: (S) from Fremont	
06:56a train local	Caltrain: (S) from San Francisco	06:57a
07:12a bus	VTA Rte 180: (S) from Fremont	
07:24a train express	Caltrain: (S) from San Francisco	
07:28a bus	VTA Rte 180: (S) from Fremont	
07:40a train	Amtrak CC: (W) from Sacramento	
07:44a train express	Caltrain: (S) from San Francisco	07:47a
07:48a bus	VTA Rte 180: (S) from Fremont	
07:58a train bullet	Caltrain: (S) from San Francisco	
08:05a bus	VTA Rte 180: (S) from Fremont	
08:06a train express	Caltrain: (S) from San Francisco	
08:10a train bullet	Caltrain: (S) from San Francisco	
08:16a bus	VTA Rte 180: (S) from Fremont	08:20a
08:25a train express	Caltrain: (S) from San Francisco	
08:30a bus	VTA Rte 180: (S) from Fremont	
08:40a train	Amtrak CC: (W) from Sacramento	
08:44a train express	Caltrain: (S) from San Francisco	
08:45a bus	VTA Rte 180: (S) from Fremont	
08:58a train bullet	Caltrain: (S) from San Francisco	
09:00a bus	VTA Rte 180: (S) from Fremont	09:05a
09:05a train express	Caltrain: (S) from San Francisco	
09:10a train bullet	Caltrain: (S) from San Francisco	
09:16a bus	VTA Rte 180: (S) from Fremont	
09:25a train express	Caltrain: (S) from San Francisco	
09:44a train express	Caltrain: (S) from San Francisco	
09:45a bus	Amtrak CC: (W) from Sacramento	
09:47a bus	VTA Rte 180: (S) from Fremont	
09:55a train	Amtrak Coast Starlight: (S) from Seattle	
09:58a train bullet	Caltrain: (S) from San Francisco	10:05a
10:05a train express	Caltrain: (S) from San Francisco	
10:15a bus	VTA Rte 180: (S) from Fremont	
10:38a train local	Caltrain: (S) from San Francisco	
10:41a bus	VTA Rte 180: (S) from Fremont	
11:00a train express	Caltrain: (S) from San Francisco	
11:10a bus	Amtrak CC: (W) from Sacramento	
11:12a bus	VTA Rte 180: (S) from Fremont	
11:25a train	Amtrak SJ: (N) from Los Angeles	11:35a
11:38a train local	Caltrain: (S) from San Francisco	
11:42a bus	VTA Rte 180: (S) from Fremont	
12:00p train express	Caltrain: (S) from San Francisco	12:10p
12:13p bus	VTA Rte 180: (S) from Fremont	

7.E1

**Amtrak Highway 17 Southbound Connections
Weekday Departures from Diridon Station to Santa Cruz**

Arrive	Type	Connection/Origin	Hwy 17 Departures
12:20p	bus	Amtrak CC: (N) from Santa Barbara	
12:35p	bus	Amtrak CC: (W) from Sacramento	
12:38p	train local	Caltrain: (S) from San Francisco	
12:45p	bus	VTA Rte 180: (S) from Fremont	
			01:00p
01:00p	train express	Caltrain: (S) from San Francisco	
01:15p	train	Amtrak SJ: (N) from Los Angeles	
01:17p	bus	VTA Rte 180: (S) from Fremont	
01:38p	train local	Caltrain: (S) from San Francisco	
01:46p	bus	VTA Rte 180: (S) from Fremont	
			01:50p
02:00p	train express	Caltrain: (S) from San Francisco	
02:15p	bus	VTA Rte 180: (S) from Fremont	
02:38p	train local	Caltrain: (S) from San Francisco	
02:43p	bus	VTA Rte 180: (S) from Fremont	
03:00p	train express	Caltrain: (S) from San Francisco	
			03:10p
03:14p	bus	VTA Rte 180: (S) from Fremont	
03:20p	train	Amtrak CC: (W) from Sacramento	
			03:25p
03:38p	train local	Caltrain: (S) from San Francisco	
03:43p	bus	VTA Rte 180: (S) from Fremont	
			03:45p
			04:00p
04:00p	train express	Caltrain: (S) from San Francisco	
04:12p	bus	VTA Rte 180: (S) from Fremont	
			04:25p
04:25p	train	Amtrak SJ: (N) from Los Angeles	
04:32p	bus	VTA Rte 180: (S) from Fremont	
04:39p	train local	Caltrain: (S) from San Francisco	
			04:40p
04:50p	bus	Amtrak CC: (N) from Santa Barbara	
04:54p	bus	VTA Rte 180: (S) from Fremont	
04:59p	train bullet	Caltrain: (S) from San Francisco	
			05:00p
05:07p	train express	Caltrain: (S) from San Francisco	
05:11p	train bullet	Caltrain: (S) from San Francisco	
05:16p	bus	VTA Rte 180: (S) from Fremont	
			05:20p
05:27p	train express	Caltrain: (S) from San Francisco	
05:35p	bus	Amtrak CC: (W) from Sacramento	
			05:35p
05:37p	bus	VTA Rte 180: (S) from Fremont	
05:48p	train express	Caltrain: (S) from San Francisco	
05:59p	train bullet	Caltrain: (S) from San Francisco	
05:59p	bus	VTA Rte 180: (S) from Fremont	
06:07p	train express	Caltrain: (S) from San Francisco	
			06:10p
06:11p	train bullet	Caltrain: (S) from San Francisco	
06:21p	bus	VTA Rte 180: (S) from Fremont	
06:27p	train express	Caltrain: (S) from San Francisco	

7.E2

**Amtrak Highway 17 Southbound Connections
Weekday Departures from Diridon Station to Santa Cruz**

Arrive	Type	Connection/Origin	Hwy 17 Departures
06:38p	bus	VTA Rte 180: (S) from Fremont	06:40p
06:50p	train express	Caltrain: (S) from San Francisco	
06:58p	bus	VTA Rte 180: (S) from Fremont	
06:59p	train bullet	Caltrain: (S) from San Francisco	07:05p
07:07p	train express	Caltrain: (S) from San Francisco	
07:11p	train bullet	Caltrain: (S) from San Francisco	
07:18p	bus	VTA Rte 180: (S) from Fremont	
07:25p	train	Amtrak SJ: (N) from Los Angeles	
07:35p	bus	Amtrak CC: (W) from Sacramento	
07:37p	bus	VTA Rte 180: (S) from Fremont	07:45p
07:48p	train express	Caltrain: (S) from San Francisco	
07:59p	bus	VTA Rte 180: (S) from Fremont	
08:03p	train express	Caltrain: (S) from San Francisco	
08:05p	bus	Amtrak CC: (W) from Sacramento	
08:27p	train	Amtrak Coast Starlight: (N) from Los Angeles	08:27p
08:27p	bus	VTA Rte 180: (S) from Fremont	
08:50p	train	Amtrak CC: (W) from Sacramento	
08:51p	train local	Caltrain: (S) from San Francisco	
08:56p	bus	VTA Rte 180: (S) from Fremont	09:12p
09:45p	train	Amtrak SJ: (N) from Los Angeles	
09:56p	train local	Caltrain: (S) from San Francisco	
09:57p	bus	VTA Rte 180: (S) from Fremont	10:37p
10:58p	bus	VTA Rte 180: (S) from Fremont	

7.E3

**Amtrak Highway 17 Southbound Connections
Weekend Departures from Diridon Station to Santa Cruz**

Arrive Type	Connection/Origin	Hwy 17 Departures
08:50a train	Amtrak CC: (W) from Sacramento	
08:57a bus	VTA Rte 180: (S) from Fremont	
		09:15a
09:36a train local	Caltrain: (S) from San Francisco	
09:37a bus	VTA Rte 180: (S) from Fremont	
09:45a bus	Amtrak CC: (W) from Sacramento	
09:55a train	Amtrak Coast Starlight: (S) from Seattle	
10:11a bus	VTA Rte 180: (S) from Fremont	
10:36a train local	Caltrain: (S) from San Francisco	
10:42a bus	VTA Rte 180: (S) from Fremont	
10:50a train	Amtrak CC: (W) from Sacramento	
		11:00a
11:10a bus	Amtrak CC: (W) from Sacramento	
11:12a bus	VTA Rte 180: (S) from Fremont	
11:25a train	Amtrak SJ: (N) from Los Angeles	
11:36a train local	Caltrain: (S) from San Francisco	
11:43a bus	VTA Rte 180: (S) from Fremont	
12:13p bus	VTA Rte 180: (S) from Fremont	
12:20p bus	Amtrak CC: (N) from Santa Barbara	
12:35p bus	Amtrak CC: (W) from Sacramento	
12:36p train local	Caltrain: (S) from San Francisco	
		12:40p
12:43p bus	VTA Rte 180: (S) from Fremont	
01:15p train	Amtrak SJ: (N) from Los Angeles	
01:15p bus	VTA Rte 180: (S) from Fremont	
01:36p train local	Caltrain: (S) from San Francisco	
01:45p bus	VTA Rte 180: (S) from Fremont	
01:50p train	Amtrak CC: (W) from Sacramento	
02:15p bus	VTA Rte 180: (S) from Fremont	
		02:20p
02:36p train local	Caltrain: (S) from San Francisco	
02:44p bus	VTA Rte 180: (S) from Fremont	
03:14p bus	VTA Rte 180: (S) from Fremont	
03:36p train local	Caltrain: (S) from San Francisco	
03:44p bus	VTA Rte 180: (S) from Fremont	
03:50p train	Amtrak CC: (W) from Sacramento	
04:14p bus	VTA Rte 180: (S) from Fremont	
04:25p train	Amtrak SJ: (N) from Los Angeles	
04:36p train local	Caltrain: (S) from San Francisco	
		04:40p
04:43p bus	VTA Rte 180: (S) from Fremont	
04:50p bus	Amtrak CC: (N) from Santa Barbara	
05:13p bus	VTA Rte 180: (S) from Fremont	
05:20p train	Amtrak CC: (W) from Sacramento	
05:35p bus	Amtrak CC: (W) from Sacramento	
05:36p train local	Caltrain: (S) from San Francisco	
		05:40p
05:42p bus	VTA Rte 180: (S) from Fremont	
06:12p bus	VTA Rte 180: (S) from Fremont	
06:36p train local	Caltrain: (S) from San Francisco	
06:43p bus	VTA Rte 180: (S) from Fremont	
07:16p bus	VTA Rte 180: (S) from Fremont	
07:25p train	Amtrak SJ: (N) from Los Angeles	

7.E4

**Amtrak Highway 17 Southbound Connections
Weekend Departures from Diridon Station to Santa Cruz**

<u>Arrive</u>	<u>Type</u>	<u>Connection/Origin</u>	<u>Hwy 17 Departures</u>
07:35p	bus	Amtrak CC: (W) from Sacramento	
07:36p	train local	Caltrain: (S) from San Francisco	
07:41p	bus	VTA Rte 180: (S) from Fremont	
			07:50p
08:05p	bus	Amtrak CC: (W) from Sacramento	
08:10p	bus	VTA Rte 180: (S) from Fremont	
08:27p	train	Amtrak Coast Starlight: (N) from Los Angeles	
08:36p	train local	Caltrain: (S) from San Francisco	
08:50p	train	Amtrak CC: (W) from Sacramento	
08:59p	bus	VTA Rte 180: (S) from Fremont	
			09:05p
09:36p	train local	Caltrain: (S) from San Francisco	
09:45p	train	Amtrak SJ: (N) from Los Angeles	
09:58p	bus	VTA Rte 180: (S) from Fremont	
10:36p	train local	Caltrain: (S) from San Francisco	
			10:40p
11:36p	train local	Caltrain (Sat. only): (S) from San Francisco	

7.E5

**Amtrak Highway 17 Northbound Connections
Weekday Arrivals at Diridon Station from Santa Cruz**

Hwy 17

Arrivals Wait Time Depart Type Connection/Destination

		04:30a	train local	Caltrain: (N) to San Francisco
		05:04a	bus	VTA Rte 180: (N) to Fremont
		05:05a	train local	Caltrain: (N) to San Francisco

05:37a

6m	05:43a	bus	VTA Rte 180: (N) to Fremont
8m	05:45a	train bullet	Caltrain: (N) to San Francisco
19m	05:56a	train express	Caltrain: (N) to San Francisco
25m	06:02a	train bullet	Caltrain: (N) to San Francisco
27m	06:04a	bus	VTA Rte 180: (N) to Fremont
39m	06:16a	train express	Caltrain: (N) to San Francisco

06:17a

8m	06:25a	bus	VTA Rte 180: (N) to Fremont
13m	06:30a	train	Amtrak CC: (E) to Sacramento

06:37a

7m	06:44a	bus	VTA Rte 180: (N) to Fremont
8m	06:45a	train bullet	Caltrain: (N) to San Francisco
13m	06:50a	train express	Caltrain: (N) to San Francisco
19m	06:56a	train express	Caltrain: (N) to San Francisco
23m	07:00a	train	Amtrak SJ: (S) to Los Angeles
25m	07:02a	train bullet	Caltrain: (N) to San Francisco
25m	07:02a	bus	VTA Rte 180: (N) to Fremont

07:07a

07:10a

4m	07:14a	train express	Caltrain: (N) to San Francisco
5m	07:15a	bus	Amtrak CC: (E) to Sacramento
14m	07:24a	bus	VTA Rte 180: (N) to Fremont

07:35a

07:37a

8m	07:45a	train bullet	Caltrain: (N) to San Francisco
9m	07:46a	bus	VTA Rte 180: (N) to Fremont
13m	07:50a	train express	Caltrain: (N) to San Francisco

07:52a

2m	07:54a	train express	Caltrain: (N) to San Francisco
10m	08:02a	train bullet	Caltrain: (N) to San Francisco
19m	08:11a	bus	VTA Rte 180: (N) to Fremont
24m	08:16a	train express	Caltrain: (N) to San Francisco

08:22a

18m	08:40a	train express	Caltrain: (N) to San Francisco
18m	08:40a	bus	VTA Rte 180: (N) to Fremont

08:42a

18m	09:00a	bus	Amtrak CC: (E) to Sacramento
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09:00a

5m	09:05a	bus	Amtrak CC: (S) to Santa Barbara
10m	09:10a	train local	Caltrain: (N) to San Francisco

A highlighted connection has wait time less than 3min or greater than 45min.

7.E6

**Amtrak Highway 17 Northbound Connections
Weekday Arrivals at Diridon Station from Santa Cruz**

Hwy 17

Arrivals	Wait Time	Depart	Type	Connection/Destination
	10m	09:10a	bus	VTA Rte 180: (N) to Fremont
	25m	09:25a	train	Amtrak SJ: (S) to Los Angeles
	40m	09:40a	train express	Caltrain: (N) to San Francisco
	40m	09:40a	bus	VTA Rte 180: (N) to Fremont
10:00a				
	7m	10:07a	train	Amtrak Coast Starlight: (S) to Los Angeles
	10m	10:10a	train local	Caltrain: (N) to San Francisco
	10m	10:10a	bus	VTA Rte 180: (N) to Fremont
	40m	10:40a	train express	Caltrain: (N) to San Francisco
	40m	10:40a	bus	VTA Rte 180: (N) to Fremont
	70m	11:10a	train local	Caltrain: (N) to San Francisco
	70m	11:10a	bus	VTA Rte 180: (N) to Fremont
11:25a				
	15m	11:40a	train express	Caltrain: (N) to San Francisco
	15m	11:40a	bus	VTA Rte 180: (N) to Fremont
	20m	11:45a	train	Amtrak SJ: (S) to Los Angeles
	30m	11:55a	bus	Amtrak CC: (S) to Santa Barbara
	45m	12:10p	train local	Caltrain: (N) to San Francisco
	46m	12:11p	bus	VTA Rte 180: (N) to Fremont
	65m	12:30p	train	Amtrak CC: (E) to Sacramento
	75m	12:40p	train express	Caltrain: (N) to San Francisco
	77m	12:42p	bus	VTA Rte 180: (N) to Fremont
	105m	01:10p	train local	Caltrain: (N) to San Francisco
	106m	01:11p	bus	VTA Rte 180: (N) to Fremont
01:15p				
	25m	01:40p	train express	Caltrain: (N) to San Francisco
	26m	01:41p	bus	VTA Rte 180: (N) to Fremont
	30m	01:45p	bus	Amtrak CC: (E) to Sacramento
	55m	02:10p	train local	Caltrain: (N) to San Francisco
	56m	02:11p	bus	VTA Rte 180: (N) to Fremont
02:15p				
	19m	02:34p	bus	VTA Rte 180: (N) to Fremont
	25m	02:40p	train	Amtrak SJ: (S) to Los Angeles
	25m	02:40p	train express	Caltrain: (N) to San Francisco
	40m	02:55p	bus	Amtrak CC: (E) to Sacramento
	40m	02:55p	bus	VTA Rte 180: (N) to Fremont
	50m	03:05p	train local	Caltrain: (N) to San Francisco
	54m	03:09p	bus	VTA Rte 180: (N) to Fremont
03:15p				
	9m	03:24p	bus	VTA Rte 180: (N) to Fremont
	10m	03:25p	bus	Amtrak CC: (S) to Santa Barbara
	25m	03:40p	bus	VTA Rte 180: (N) to Fremont
	29m	03:44p	train express	Caltrain: (N) to San Francisco

A highlighted connection has wait time less than 3min or greater than 45min.

7.E7

**Amtrak Highway 17 Northbound Connections
Weekday Arrivals at Diridon Station from Santa Cruz**

Hwy 17

Arrivals	Wait Time	Depart	Type	Connection/Destination
	41m	03:56p	bus	VTA Rte 180: (N) to Fremont
04:00p				
	1m	04:01p	train express	Caltrain: (N) to San Francisco
	10m	04:10p	bus	VTA Rte 180: (N) to Fremont
	15m	04:15p	train	Amtrak CC: (E) to Sacramento
	26m	04:26p	train bullet	Caltrain: (N) to San Francisco
	26m	04:26p	bus	VTA Rte 180: (N) to Fremont
04:30p				
	9m	04:39p	train express	Caltrain: (N) to San Francisco
	10m	04:40p	bus	VTA Rte 180: (N) to Fremont
	15m	04:45p	train bullet	Caltrain: (N) to San Francisco
	20m	04:50p	train	Amtrak S.J: (S) to Los Angeles
	24m	04:54p	bus	VTA Rte 180: (N) to Fremont
	31m	05:01p	train express	Caltrain: (N) to San Francisco
	39m	05:09p	bus	VTA Rte 180: (N) to Fremont
	55m	05:25p	bus	VTA Rte 180: (N) to Fremont
	56m	05:26p	train bullet	Caltrain: (N) to San Francisco
05:30p				
	1m	05:31p	train express	Caltrain: (N) to San Francisco
	9m	05:39p	train express	Caltrain: (N) to San Francisco
	15m	05:45p	train bullet	Caltrain: (N) to San Francisco
	18m	05:48p	train	Amtrak CC: (E) to Sacramento
	23m	05:53p	bus	VTA Rte 180: (N) to Fremont
	31m	06:01p	train express	Caltrain: (N) to San Francisco
06:10p				
	14m	06:24p	bus	VTA Rte 180: (N) to Fremont
	15m	06:25p	train	Amtrak S.J: (S) to Los Angeles
	16m	06:26p	train bullet	Caltrain: (N) to San Francisco
	21m	06:31p	train express	Caltrain: (N) to San Francisco
	35m	06:45p	bus	Amtrak CC: (E) to Sacramento
	35m	06:45p	train express	Caltrain: (N) to San Francisco
	40m	06:50p	train local	Caltrain: (N) to San Francisco
	49m	06:59p	bus	VTA Rte 180: (N) to Fremont
07:10p				
	22m	07:32p	bus	VTA Rte 180: (N) to Fremont
08:00p				
	10m	08:10p	train local	Caltrain: (N) to San Francisco
	13m	08:13p	bus	VTA Rte 180: (N) to Fremont
	39m	08:39p	train	Amtrak Coast Starlight: (N) to Seattle
	70m	09:10p	train local	Caltrain: (N) to San Francisco
	73m	09:13p	bus	VTA Rte 180: (N) to Fremont
	133m	10:13p	bus	VTA Rte 180: (N) to Fremont
10:15p				
	15m	10:30p	train local	Caltrain: (N) to San Francisco

A highlighted connection has wait time less than 3min or greater than 45min.

7.E8

**Amtrak Highway 17 Northbound Connections
Weekend Arrivals at Diridon Station from Santa Cruz**

Hwy 17

Arrivals

Wait Time	Depart	Type	Connection/Destination
	07:00a	train	Amtrak SJ: (S) to Los Angeles
	07:00a	train local	Caltrain (Sat. only): (N) to San Francisco
	07:15a	bus	Amtrak CC: (E) to Sacramento
	07:17a	bus	VTA Rte 180: (N) to Fremont
	07:40a	train	Amtrak CC: (E) to Sacramento
	07:49a	bus	VTA Rte 180: (N) to Fremont
	08:00a	train local	Caltrain: (N) to San Francisco
	08:19a	bus	VTA Rte 180: (N) to Fremont
	08:46a	bus	VTA Rte 180: (N) to Fremont
	09:00a	bus	Amtrak CC: (E) to Sacramento
	09:00a	train local	Caltrain: (N) to San Francisco

09:15a

2m	09:17a	bus	VTA Rte 180: (N) to Fremont
10m	09:25a	train	Amtrak SJ: (S) to Los Angeles
25m	09:40a	train	Amtrak CC: (E) to Sacramento
35m	09:50a	bus	VTA Rte 180: (N) to Fremont
45m	10:00a	train local	Caltrain: (N) to San Francisco
52m	10:07a	train	Amtrak Coast Starlight: (S) to Los Angeles
66m	10:21a	bus	VTA Rte 180: (N) to Fremont
75m	10:30a	train local	Caltrain (Sat. only): (N) to San Francisco

10:50a

10m	11:00a	train local	Caltrain: (N) to San Francisco
29m	11:19a	bus	VTA Rte 180: (N) to Fremont
55m	11:45a	train	Amtrak SJ: (S) to Los Angeles
58m	11:48a	bus	VTA Rte 180: (N) to Fremont
65m	11:55a	bus	Amtrak CC: (S) to Santa Barbara
70m	12:00p	train local	Caltrain: (N) to San Francisco
88m	12:18p	bus	VTA Rte 180: (N) to Fremont

12:30p

10m	12:40p	train	Amtrak CC: (E) to Sacramento
18m	12:48p	bus	VTA Rte 180: (N) to Fremont
30m	01:00p	train local	Caltrain: (N) to San Francisco
47m	01:17p	bus	VTA Rte 180: (N) to Fremont
75m	01:45p	bus	Amtrak CC: (E) to Sacramento
77m	01:47p	bus	VTA Rte 180: (N) to Fremont
90m	02:00p	train local	Caltrain: (N) to San Francisco
106m	02:16p	bus	VTA Rte 180: (N) to Fremont

02:20p

20m	02:40p	train	Amtrak CC: (E) to Sacramento
20m	02:40p	train	Amtrak SJ: (S) to Los Angeles
27m	02:47p	bus	VTA Rte 180: (N) to Fremont
35m	02:55p	bus	Amtrak CC: (E) to Sacramento
40m	03:00p	train local	Caltrain: (N) to San Francisco

A highlighted connection has wait time less than 3min or greater than 45min.

7.E9

**Amtrak Highway 17 Northbound Connections
Weekend Arrivals at Diridon Station from Santa Cruz**

Hwy 17

Arrivals	Wait Time	Depart	Type	Connection/Destination
	57m	03:17p	bus	VTA Rte 180: (N) to Fremont
	65m	03:25p	bus	Amtrak CC: (S) to Santa Barbara
	87m	03:47p	bus	VTA Rte 180: (N) to Fremont
	95m	03:55p	bus	Amtrak CG: (E) to Sacramento
	95m	03:55p	bus	Amtrak CC: (S) to Santa Barbara
	100m	04:00p	train local	Caltrain: (N) to San Francisco
	117m	04:17p	bus	VTA Rte 180: (N) to Fremont
04:30p				
	17m	04:47p	bus	VTA Rte 180: (N) to Fremont
	20m	04:50p	train	Amtrak SJ: (S) to Los Angeles
	30m	05:00p	train local	Caltrain: (N) to San Francisco
	46m	05:16p	bus	VTA Rte 180: (N) to Fremont
05:30p				
	17m	05:47p	bus	VTA Rte 180: (N) to Fremont
	18m	05:48p	train	Amtrak CC: (E) to Sacramento
	30m	06:00p	train local	Caltrain: (N) to San Francisco
	55m	06:25p	train	Amtrak SJ: (S) to Los Angeles
	59m	06:29p	bus	VTA Rte 180: (N) to Fremont
	75m	06:45p	bus	Amtrak CC: (E) to Sacramento
	90m	07:00p	train local	Caltrain: (N) to San Francisco
	104m	07:14p	bus	VTA Rte 180: (N) to Fremont
07:20p				
	20m	07:40p	train	Amtrak CC: (E) to Sacramento
	40m	08:00p	train local	Caltrain: (N) to San Francisco
	56m	08:16p	bus	VTA Rte 180: (N) to Fremont
	79m	08:39p	train	Amtrak Coast Starlight: (N) to Seattle
08:50p				
	10m	09:00p	train local	Caltrain: (N) to San Francisco
	26m	09:16p	bus	VTA Rte 180: (N) to Fremont
10:20p				
	3m	10:23p	bus	VTA Rte 180: (N) to Fremont

A highlighted connection has wait time less than 3min or greater than 45min.

7.E10

Santa Cruz Metropolitan Transit District

40 Davenport/North Coast Beaches

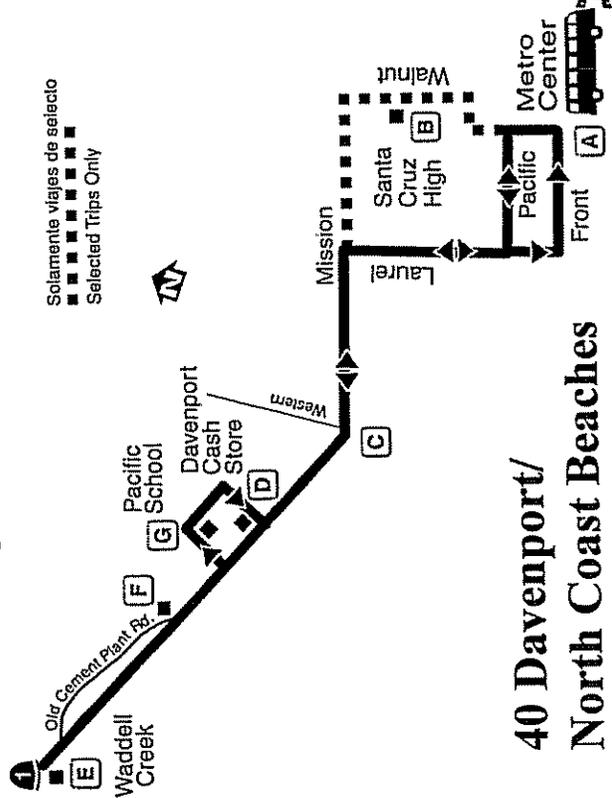


Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Arrives at
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(C)	(A)
Santa Cruz High School	Santa Cruz High School	Hwy 1 & Western Drive	Davenport Cash Store	Waddell Creek	Cement Plant Pacific Road	Pacific School (Davenport)	Hwy 1 & Western Drive	Santa Cruz High School
Metro Center								Metro Center
MON-FRI								
8:15 am	--	6:23	6:32	6:55	7:05	7:10	7:22	7:32
8:20	--	8:28	8:37	--	8:42	8:50	9:00	9:10
3:25 pm	3:28	3:35	3:47	4:10	4:27	4:30	4:40	4:50
SAT-SUN								
8:30 am	--	8:38	8:47	9:15	9:22	9:30	9:40	9:55
3:30 pm	--	3:40	3:52	4:15	4:22	4:30	4:40	4:55

All Metro buses are wheelchair accessible, while some stops on this route may not be.

Effective / Vigente 9/8/2005

Solamente viajes de selecto
Selected Trips Only



**40 Davenport/
North Coast Beaches**

7.F1

Effective / Vigente 9/8/2005



Santa Cruz Metropolitan Transit District

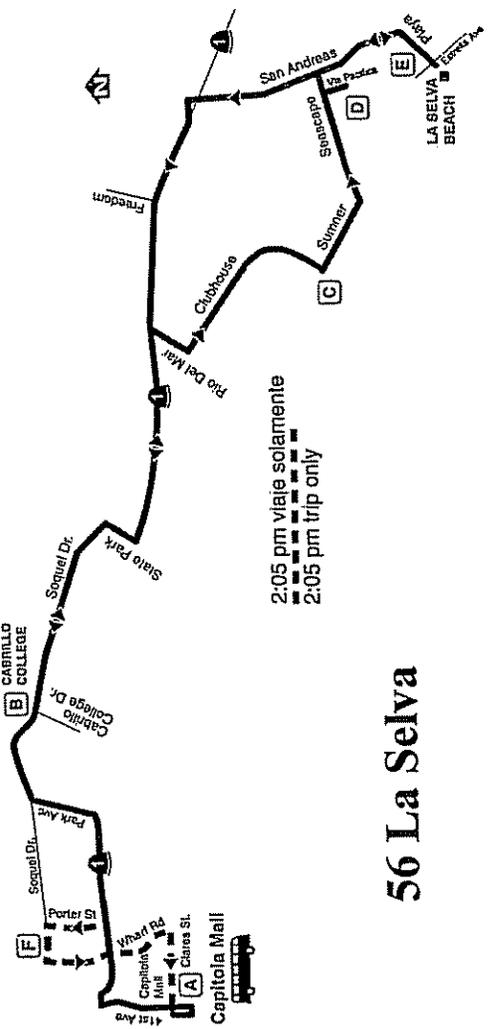
56 La Selva

Bus Leaves from	Bus Arrives at											
A	B	C	D	E	F	B	C	D	E	F	A	Capitola Mail
8:05 am	8:15	8:23	8:27	8:30	8:43	8:43	8:43	8:43	8:43	8:43	8:43	9:00
10:05	10:15	10:23	10:27	10:30	10:43	10:43	10:43	10:43	10:43	10:43	10:43	11:00
12:05 pm	12:15	12:23	12:27	12:30	12:43	12:43	12:43	12:43	12:43	12:43	12:43	1:00
2:05	2:15	2:23	2:27	2:30	2:43	2:43	2:43	2:43	2:43	2:43	2:43	3:04
4:05	4:15	4:23	4:27	4:30	4:43	4:43	4:43	4:43	4:43	4:43	4:43	5:00

MON - FRI

All Metro buses are wheelchair accessible, while some stops on this route may not be.

This express route makes no stops between Capitola Mail and Cabrillo College, except for the 2:05 pm trip which serves Sequel Drive and Daubenbiss inbound only.



2:05 pm viaje solamente
2:05 pm trip only

56 La Selva

NOTE: Car/Tram service is available weekdays at Cabrillo College to individuals with disabilities. Call 479-6379 See Headways page 64 for details.

7.61

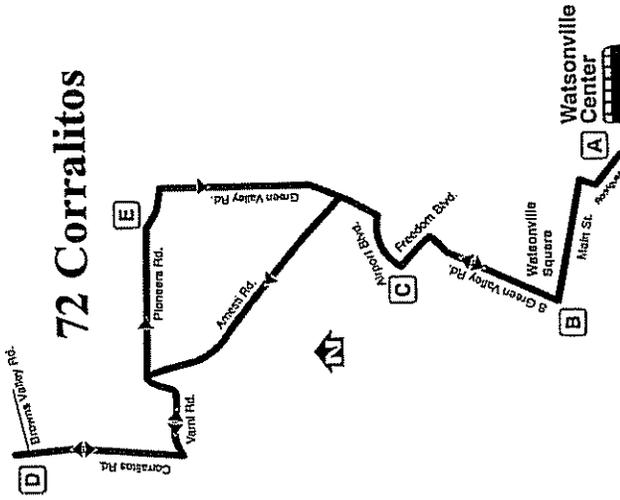
Effective / Vigente 9/8/2005



72 Corralitos

Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Arrives at
Watsonville Transit Center	Green Valley & Main	Airport Blvd. & Freedom Centre	Green Valley & Kiewit	Airport Blvd. & Freedom Centre	Green Valley & Main	Watsonville Transit Center
(A)	(B)	(C)	(D)	(E)	(C)	(A)
MON - FRI						
5:40 am	5:47	5:51	6:04	6:09	6:18	6:31
6:40	6:47	6:51	7:04	7:09	7:18	7:31
7:40	7:47	7:51	8:04	8:09	8:18	8:31
8:40	8:47	8:51	9:04	9:09	9:18	9:31
9:40	9:47	9:51	10:04	10:09	10:18	10:31
10:40	10:47	10:51	11:04	11:09	11:18	11:31
11:40	11:47	11:51	12:04	12:09	12:18	12:31
12:40 pm	12:47	12:54	1:07	1:12	1:25	1:38
1:40	1:47	1:54	2:07	2:12	2:25	2:38
2:40	2:47	2:54	3:07	3:12	3:25	3:38
3:40	3:47	3:54	4:07	4:12	4:25	4:38
4:40	4:47	4:54	5:07	5:12	5:25	5:38
5:40	5:47	5:54	6:07	6:12	6:25	6:38
6:40	6:47	6:54	7:07	7:12	7:25	7:38

All Metro buses are wheelchair accessible, while some stops on this route may not be.



7.H.1

Santa Cruz Metropolitan Transit District Effective / Vigente 9/8/2005

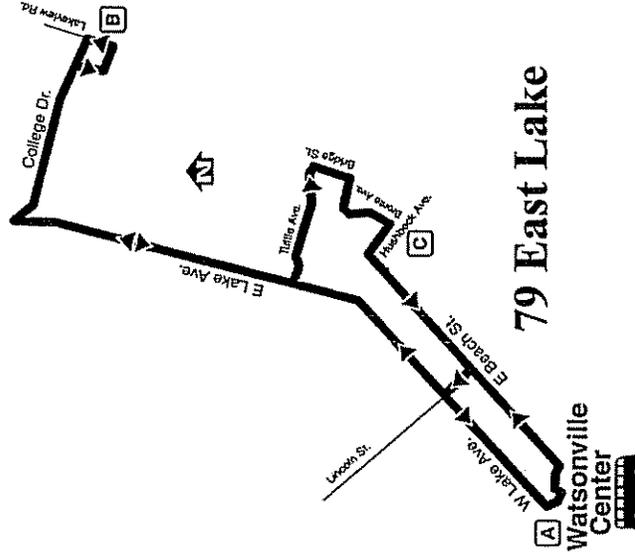
79 East Lake

Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Arrives at
Watsonville Transit Center	College & Lakeview	Bronie & Hushbeck	Watsonville Transit Center
A	B	C	A

MON - FRI

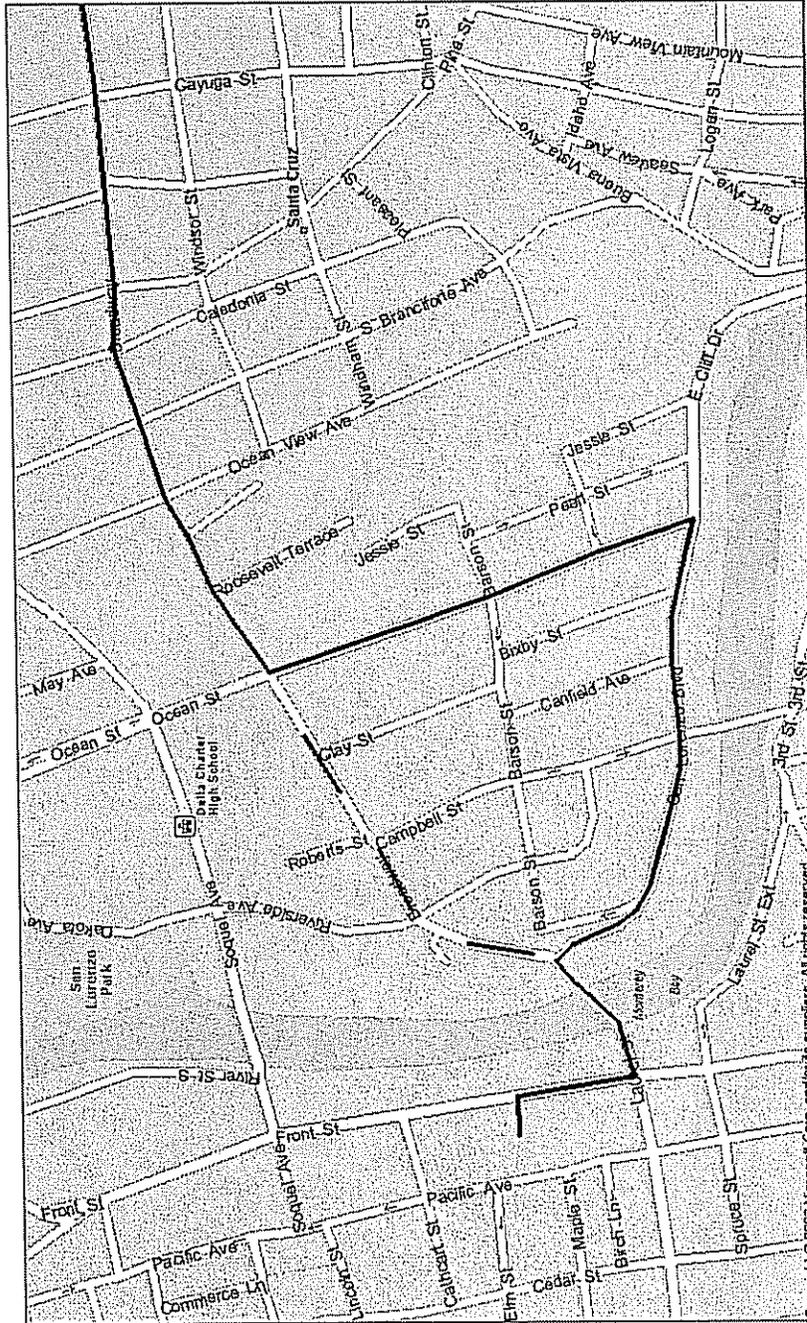
7:10 am	7:20	7:25	7:35
8:10	8:20	8:25	8:35
9:10	9:20	9:25	9:35
10:10	10:20	10:25	10:35
11:10	11:20	11:25	11:35
12:10 pm	12:20	12:25	12:35
1:10	1:20	1:25	1:35
2:10	2:20	2:25	2:35
3:10	3:20	3:25	3:35
4:10	4:20	4:25	4:35
5:10	5:20	5:25	5:35

All Metro buses are wheelchair accessible, while some stops on this route may not be.



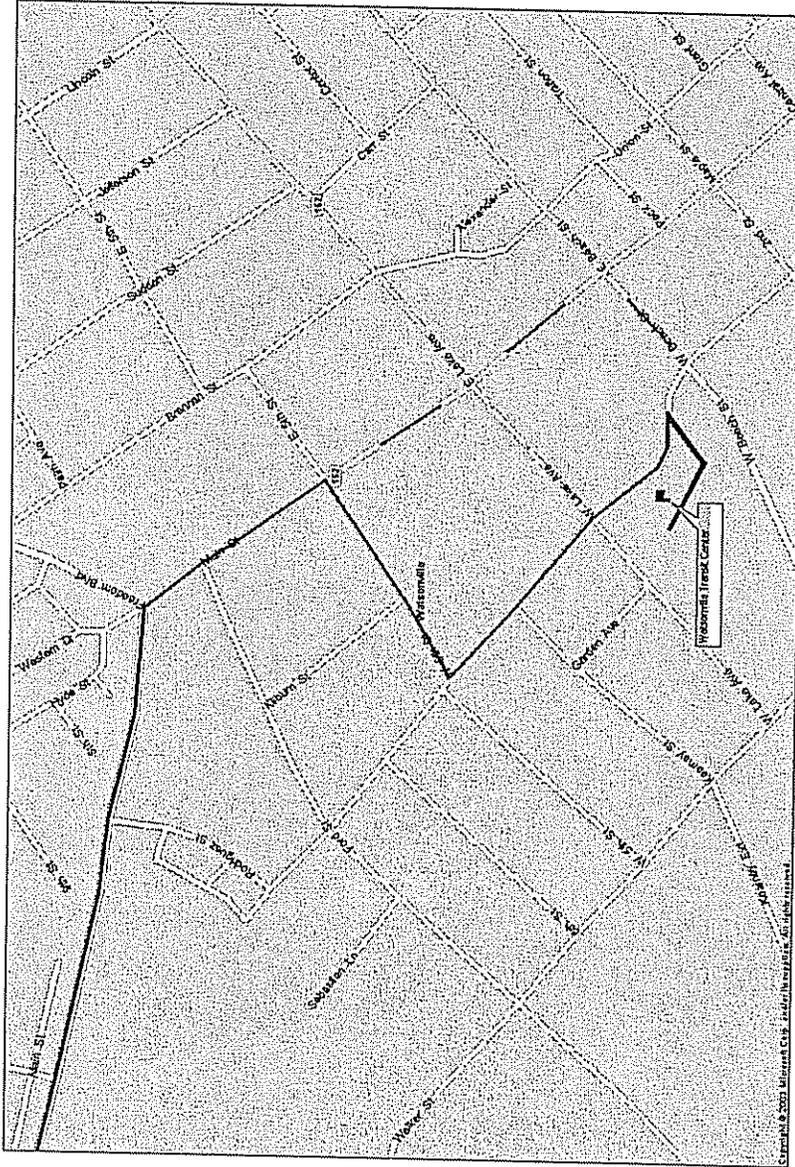
7.11

Route 68



7.51

Route 75



7.K1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: **CONSIDERATION OF ADOPTING AN ANNUAL DBE PARTICIPATION RATE OF 1.57% FOR FEDERALLY FUNDED PROCUREMENTS IN FY2006.**

I. RECOMMENDED ACTION

Adopt an annual DBE participation rate of 1.57% for Fiscal Year 2006.

II. SUMMARY OF ISSUES

- The Department of Transportation requires the District to have a Disadvantaged Business Enterprise (DBE) Program and to set an annual goal to ensure that small, minority- and women-owned businesses are not discriminated against in District procurements.
- The annual DBE goal calculation method is prescribed by the Code of Federal Regulations Title 49, Part 26 (49 CFR 26).
- The proposed FY 2006 goal establishes an adjusted DBE participation rate of 1.57% for METRO procurements. This is an increase from the base rate of 1.17% obtained using strictly the number of certified DBE vendors in the METRO market area to account for the large MetroBase construction contracts.
- The District advertised the proposed goal in national and local publications and will accept public comments until August 31, 2005.

III. DISCUSSION

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

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

Classification System (NAIC), which categorizes business activities into hundreds of six-digit classification codes. Previously, the DBE vendor business activity classification did not correspond well with available census data, and staff had to estimate DBE availability from gross assumptions about large groupings of business activities. Since Caltrans adopted the NAIC last year, METRO staff considers the DBE goal to be more accurate and reliable than in the past.

METRO staff increased the base DBE participation rate indicated using the current directories to account for large construction contract opportunities in building MetroBase. Caltrans' June, 2005 DBE vendor directory yielded a base rate of 1.17% for overall DBE participation from within the 14-county area which furnishes most of METRO's vendors. Because of the large MetroBase construction procurement, contractors and subcontractors may be drawn from outside the typical market area. To accommodate this wider appeal, staff increased the rate of DBE participation in construction activities from 1.20% to 1.64%. This adjustment increased the overall DBE goal from 1.17% to 1.57%. METRO hopes to exceed this rate by using contract-specific goals in construction procurements.

The Federal Transit Administration last year conducted a triennial review of METRO's federal program administration. METRO's DBE program was found to be in compliance with the federal requirements.

The District will accept public input for 45 days after announcing the new goal. Public comments and the District's response will be included in the annual goal statement submitted to the Federal Transit Administration for ultimate approval. Staff published notices on the new goal on July 17, 2005 and will accept comments through August 31, 2005.

The attached *Annual DBE Program Goal Fiscal Year 2006* contains the methodology for setting the DBE participation rate at 1.57%. Adopting the goal commits the District's procurement efforts to attain a DBE participation rate of 1.57% for the Federal Fiscal Year beginning October 1, 2005.

III. FINANCIAL CONSIDERATIONS

Adopting the *Annual DBE Program Goal Fiscal Year 2006* has no financial impact; however, contracts funded with FTA assistance will be monitored for DBE goal achievement.

V. ATTACHMENTS

Attachment A: *Santa Cruz Metropolitan Transit District Annual DBE Program Goal Fiscal Year 2006*

Attachment **A**

Santa Cruz Metropolitan Transit District

Annual DBE Program Goal

Fiscal Year 2006

June, 2005

8.91

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Process	7
Comments	7

8. a2

Introduction

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

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

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

The Santa Cruz Metropolitan Transit District Annual DBE Program Goals FY2004 comprises part of the comprehensive DBE Program and is updated annually. Each year, the Santa Cruz Metropolitan Transit District will review its goal accomplishment for Disadvantaged Business Enterprise participation in DOT assisted contracts and recalculate the goal for the coming year, if indicated, based upon demonstrable evidence relevant to the District's marketplace. This document presents the annual goal, describes the methodology behind it and discusses race-neutral and race-conscious measures that the District anticipates using to reach the goal.

Declarations

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

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

8. 93

Annual Goal Methodology

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

Since Fiscal Year 2005, METRO's annual goal calculation has been based upon very specific data available on business ownership in the area and has been narrowly tailored to the characteristics of the market area in which METRO contracts. Since 2005, Caltrans has identified its certified DBE vendors by county using the 6-digit North American Industry Classification System, which corresponds exactly to the classification system used by the U.S. Census Bureau's County Business Pattern data. METRO now derives its goal from the actual count of DBE vendors within a narrow range of industrial classification codes and compares it to the count of all businesses in the exact same classifications in the County Business Patterns. The subsequent goals can be considered more reliable and more relevant to this area than those calculated before FY2005.

Prior to 2005, METRO used the U.S. Bureau of Census Economic Survey to determine the percentage of Minority-and Women-owned businesses in the market area as a benchmark against which to test its DBE goal. Since the definition of a Disadvantaged Business Enterprise is a small business owned by a woman or a minority, it made sense to first establish the percentage of businesses owned by women and minorities. In order to be considered a Disadvantaged Business Enterprise for the purpose of participating in federally funded procurements, however, a firm must be certified by an agency receiving assistance from one of the federal transportation agencies.

Based upon previous results, this measure is no longer relevant for comparison. First, the Economic Survey has not been updated since 1997. These survey results are outdated for describing conditions which have undoubtedly changed during the subsequent eight years. Second, few minority and women owned businesses register for DBE certification. Whether for privacy, excessive income or other unknown reasons, minority and women-owned businesses do not apply for DBE status, and the DBE Directory represents only a small fraction of Minority/Women owned businesses. Finally, the directory of DBE firms maintained and updated monthly by the State of California Department of Transportation (Caltrans) enables an accurate count of certified DBE firms in the market area, rendering a comparative measure unnecessary. The table of Minority and Women-Owned Businesses in Market Area has been dropped from the goal-setting methodology.

8.a4

STEP 1: ESTABLISHING THE BASE FIGURE

In order to estimate the potential DBE participation rate in the absence of discrimination, staff first categorized previous METRO contracts according to the North American Industry Classification System (NAIC), which classifies business activity in Canada, Mexico and the United States into distinct groups for purposes of statistical comparison¹. Each business activity is assigned a 2 to 6 digit number within a hierarchy of increasing specificity based upon the number of digits. For example, construction activity is grouped generally under the 2-digit category "23". Special construction trades are further categorized in "235", with Paint and Drywall contractors organized as NAIC code "23521" and electrical contractors as code "23531". Other groupings follow the same pattern.

Examination of METRO's previous DOT assisted contracts revealed that contract work occurs in construction, paratransit service, wholesale procurement and business services such as finance, planning environmental consulting and engineering. To achieve the greatest specificity and eliminate related areas in which METRO has not contract opportunities, METRO staff sometimes chose the full 6-digit code and at other times used only 3 or 2 digits when all related subcategories also had contract opportunities. The NAIC codes incorporating relevant contract areas would be: Construction, 233; Heavy Construction, 234; Special trade contractors, 235; Paratransit and special passenger transportation, 485; Wholesale goods, 42, 441, 442, 444; and Business Services, 5133, 5241, 5324, 54, 561, 621111, 621511 and 812331. Disadvantaged Business Enterprises (DBEs) could then be compared with all firms by NAIC by county using US Census Data and the California Department of Transportation's (Caltrans) certified DBE Vendor Directory maintained for the statewide Unified Certification Program.

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

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

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

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

	Construction 233,234,235	Transport. 485	Wholesale 42,441,442,44 3,444	Services 5133,5241,5324,54, 561, 621111,621511, 812331	#Firms in NAICs
County					
Caltrans District 04					
Alameda	2,784	43	4,375	9,000	16,202
Contra Costa	2,315	39	1,932	6,397	10,683
Marin	1,054	11	874	2,992	4,931
Napa	507	13	332	828	1,680
San Francisco	1,539	73	2,224	8,755	12,591
San Mateo	1,906	62	1,991	5,216	9,175
Santa Clara	3,337	60	4,630	13,038	21,065
Solano	740	19	648	1,259	2,666
Sonoma	2,003	25	1,241	3,047	6,316
Caltrans District 05					
Monterey	982	12	907	1,835	3,736
San Benito	184	2	93	213	492
San Luis Obispo	1,031	19	652	1,597	3,299
Santa Barbara	1,087	21	981	2,613	4,702
Santa Cruz	866	9	623	1,630	3,128
District 04 & 05 TOTAL	20,335	408	21,503	58,420	100,666
Certified DBE Firms					
Market Area	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM DBEs
Districts 04 & 05	244	0	6	749	999
%DBE	1.20%	0.00%	0.03%	1.28%	0.99%

Sources: US Bureau of the Census, County Business Patterns, 2002

CA Dept. of Transportation, UCP Directory of DBEs, June, 2005.

This table enables the percentage of DBE vendors within the METRO marketplace to be calculated. From the last row of Table 1, the DBE vendor participation rate which could be expected in each of the four NAIC groups in the absence of discrimination would be: 1.20% for construction trades; 0.0% for contract transportation services; 0.03% for wholesale goods; and 1.28% for services. Overall, DBEs represent approximately one percent of all firms in the NAICs in which METRO contracts.

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

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Table 2: Base DBE Contract Goal

	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM TOTAL
METRO Market Area	1.20%	0.00%	0.03%	1.28%	2.51%
Fed Assisted Contract \$	\$8,457,114	\$28,050	\$236,782	\$609,536	\$9,331,483
% of Contract Funds	90.63%	0.30%	2.54%	6.53%	100%
% Contracts * %DBE	1.09%	0.00%	0.001%	0.08%	1.17%
METRO Ops Budget:	\$34,075,000	FTA Ops.:	\$3,087,260		
METRO Ops. Procurement:	\$9,240,830	Procurable	\$837,237		
METRO Cap Budget: (non-veh)	\$29,807,509	FTA Cap	\$8,494,246		
Procurement TOTAL	\$39,048,339	total FTA:	\$9,331,483		
construction [CAPITAL]	\$29,677,209	0.996	\$8,457,114		
transportation	309,600	0.034	\$28,050		
wholesale	2,613,429	0.283	\$236,782		
business services	6,448,101	0.6837	\$609,536		

Applying the same four categories to METRO's FY2006 budget, the proportion of FTA operating assistance available for procurement is first determined using the same ratio of procurement dollars to the overall operating budget shown in the first two rows of the first column of the grid under Table 3. Next, FTA capital assistance is allocated to contract procurement according to project description, with 99.6% allocated to the construction category and the remainder allocated to business services as prescribed by capital "earmarks". Then, FTA procurement assistance dollars are distributed across the remaining 3 categories in the same proportion as non-construction procurements in the operating budget as shown in the bottom three rows of the grid under Table 3. The resultant percentage is applied to the amount of FTA procurement assistance in order to calculate federal dollars available for DBE vendor contracting.

The percentage of FTA procurement dollars in each of the four categories was multiplied by the estimated percentage of available DBEs from Table 2 to determine a percentage participation rate in each NAIC group. Finally these four percentages were added to arrive at the un-adjusted base goal of 1.17% for DBE participation in FY 2006.

STEP 2: ADJUSTMENT TO THE BASE DBE CONTRACT GOAL

In reviewing the coming year's contract opportunities, the greatest amount by far of FTA funds will be spent in construction. METRO's past experience shows that contractors on large engineering procurements tend to subcontract portions of the procurement, yielding more opportunities for small businesses to participate, which in turn increases the opportunity for DBEs since they are by definition small businesses. Furthermore, MetroBase construction would tend to attract contractors from beyond the typical market area due to its size. Rather than using 1.20% for the market share in construction for the level of DBE participation anticipated in the absence of discrimination, this amount is increased to 1.64%, the statewide percentage of DBEs in construction trades as shown in Table 3 (below). This

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amount will be substituted for the local market percentage of anticipated DBE participation to determine the adjusted in goal in Table 4.

Table 3. Statewide Certified DBE Firms

	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM DBEs
State Total	69,093	1,430	91,050	174,140	335,713
Certified DBEs in State	1,130	18	336	2,226	3,710
%DBE	1.64%	1.26%	0.37%	1.28%	1.11%

Annual Goal

The annual goal is adjusted to consider the impact of large construction projects which could attract contractors from beyond the typical market area for METRO contracts. Increasing the anticipated DBE participation rate for construction contracts increases the overall DBE goal from 1.17% to 1.57% to account for the huge amount of construction procurement funds.

Table 4: Adjusted DBE Contract Goal

Available DBEs	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	All Contract Opportunity
METRO Market Area	1.64%	0.00%	0.03%	1.28%	
Federal Contract \$ FY05	\$8,457,114	\$28,050	\$236,782	\$609,536	\$9,331,483
% of FTA Funds	90.63%	0.30%	2.54%	6.53%	9.37%
% Contracts * %DBE	1.48%	0.00%	0.00%	0.08%	1.57%
				=DBE	\$ 146,195

Santa Cruz Metropolitan Transit District's overall goal for FY 2006 is to extend 1.57% of its Federal financial assistance to Disadvantaged Business Enterprises in DOT-assisted contracts, excluding FTA funds used to purchase rolling stock. Santa Cruz Metropolitan Transit District expects to spend \$146,195 federal dollars with DBE vendors during the fiscal year.

Breakout of Estimated Race-Neutral and Race-Conscious Measures

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

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Because METRO's FY2006 budget includes large federally assisted construction projects, METRO may use contract specific DBE goals in construction procurements.

Process

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

METRO has published a notice of the proposed annual DBE goal to inform the public that the proposed goal and its rationale are available for inspection for 30 days following the date of the notice. METRO will accept comments on the goals for 45 days from the date of the notice. This notice will be published in the Santa Cruz Sentinel newspaper and in Passenger Transport. For FY 2006, public comments will be accepted through August 24, 2005. The goal and methodology will be available at the Main Branch of the Santa Cruz Public Library and during business hours at 370 Encinal Street, Suite 100, Santa Cruz, California.

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

METRO will monitor this year's overall goal for DBE participation in procurement contracts beginning October 1.

Comments

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

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

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ACTIONS TAKEN ON JULY 14, 2005 BY THE CALIFORNIA TRANSPORTATION COMMISSION REGARDING AB 3090 DESIGNATION FOR METROBASE FUNDING AND TCRP FUNDING FOR PACIFIC STATION.

I. RECOMMENDED ACTION

That the Board of Directors consider the actions taken by the California Transportation Commission on July 14, 2005 regarding an AB 3090 designation for MetroBase funding and TCRP funding for Pacific Station.

II. SUMMARY OF ISSUES

- The State Transportation Improvement Program (STIP) contains \$6,363,000 that is programmed for Fiscal Year 2006/2007 for the MetroBase Project.
- The repeated suspension of funding from Proposition 42 placed the funding from the STIP for MetroBase at risk.
- In order to increase the security of the STIP funding for MetroBase the Santa Cruz County Regional Transportation Commission (RTC) and METRO submitted an application for an AB3090 cash reimbursement designation for STIP funds.
- The California Transportation Commission (CTC) seldom approves AB 3090 cash reimbursement requests, as the projects then become the first priority for funding statewide in the year designated for repayment.
- Assembly Member John Laird and his staff held numerous meetings to provide information and assistance supporting the AB 3090 designation. Additionally the RTC staff worked diligently in supporting the AB 3090 designation for the MetroBase funds. METRO Chair Michael Keogh appeared before the CTC at their May 26, 2005 and July 14, 2005 meetings to advocate for the AB 3090 designation.
- On July 14, 2005 the CTC approved the AB 3090 Cash Reimbursement designation for the \$6,363,000 in STIP funds programmed for the MetroBase project with a repayment year of 2008/2009. The CTC also encouraged METRO to have an allocation request ready now as the available funds from the Public Transportation Account may allow the payment of the STIP funds much sooner.
- The Traffic Congestion Relief Program (TCRP) provided \$7,750,000 to METRO for the acquisition of buses, preparation of a conceptual plan and environmental

document for Pacific Station, and acquisition of the Greyhound Property. All of the funded activities were implemented with the exception of the Greyhound property acquisition.

- In 2002 METRO requested an allocation of the final \$800,000 in TCRP funds for the property acquisition. Unfortunately the financial condition of the State of California and the repeated suspension of Proposition 42 resulted in the CTC being unable to approve the allocation request.
- The adopted 2005/2006 State Budget did not suspend Proposition 42 funding and therefore the CTC was able to consider the Pacific Station request.
- On July 14, 2005 the CTC approved reprogramming savings of \$84,000 from the environmental document/conceptual design phase into the property acquisition phase. The CTC then approved the allocation request for \$884,000 for Property acquisition contingent upon available TCRP funds.
- The CTC approved issuing a “Letter of No Prejudice” for the Pacific Station funding so that the property acquisition actions could proceed regardless of the TCRP fund status. The CTC designated construction activities as the first priority for the use of TCRP funds and indicated that any funds not used for construction be used for project right of way acquisition.

III. DISCUSSION

The State Transportation Improvement Program (STIP) contains \$6,363,000 that is programmed for Fiscal Year 2006/2007 for the MetroBase Project. In the process of developing the Budget for the State of California it was stated that it was likely that the funds from the sales tax on gasoline that are directed to transportation under Proposition 42 would likely be retained in the General Fund as they have been for the past three years. It was also stated that it was likely that Proposition 42 funds would be retained in the General Fund in Fiscal Year 2006/2007. The retention of Proposition 42 funds in the General Fund would place the \$6,363,000 from the STIP at risk. In order to increase the certainty of receiving the STIP funds the Board of Directors and the Santa Cruz County Regional Transportation Commission (RTC) filed an application with the California Transportation Commission (CTC) requesting that the MetroBase funds receive an AB 3090 cash reimbursement designation. Funds receiving an AB 3090 cash reimbursement designation are more secure as they are required to be repaid by the CTC in the designated year before any other projects are funded. This priority for repayment has made the CTC very reluctant to grant AB 3090 cash reimbursement applications. The CTC staff members have consistently indicated to METRO and RTC staff that it was very unlikely that that the MetroBase AB 3090 application would be approved.

Over the past four months Assembly Member John Laird and his staff have met with members of the CTC and facilitated meetings with CTC staff in support of the MetroBase AB 3090 application. The RTC staff has provided information and participated in meetings and calls supporting the MetroBase funding. Additionally METRO Board Chair Michael Keogh attended

the CTC meetings on May 27, 2005 and July 14, 2005 to make presentations supporting the MetroBase AB 3090 designation.

As a result of the actions taken by Assembly Member Laird and staff, the RTC staff, and Board Chair Keogh, the CTC approved the AB 3090 Cash Reimbursement designation for the \$6,363,000 in STIP funds programmed for the MetroBase project on July 14, 2005 with a repayment year of 2008/2009. The CTC also encouraged METRO to have an allocation request ready now as the available funds from the Public Transportation Account may allow the payment of the STIP funds much sooner.

The Traffic Congestion Relief Program (TCRP) provided \$7,750,000 to METRO for the acquisition of buses, preparation of a conceptual plan and environmental document for Pacific Station, and acquisition of the Greyhound Property. All of the funded activities were implemented with the exception of the Greyhound property acquisition. In 2002 METRO requested an allocation of the final \$800,000 in TCRP funds for the property acquisition. Unfortunately the financial condition of the State of California and the repeated suspension of Proposition 42 resulted in the CTC being unable to approve the allocation request. The adopted 2005/2006 State Budget did not suspend Proposition 42 funding and therefore the CTC was able to consider the Pacific Station request. On July 14, 2005 the CTC approved reprogramming savings of \$84,000 from the environmental document/conceptual design phase into the property acquisition phase. The CTC then approved the allocation request for \$884,000 for property acquisition contingent upon available TCRP funds. The CTC approved issuing a "Letter of No Prejudice" for the Pacific Station funding so that the property acquisition actions could proceed regardless of the TCRP fund status. The CTC designated construction activities as the first priority for the use of TCRP funds and indicated that any funds not used for construction be used for project right of way acquisition.

The actions taken by the CTC on July 14, 2005 were critical to the financing of both the MetroBase and Pacific Station Redevelopment Projects. Staff recommends that the Board of Directors formally express appreciation to Assembly Member John Laird and his staff, the Members of the CTC, the CTC staff, the RTC, the RTC staff, and Board Chair Michael Keogh for their support of these critical projects.

IV. FINANCIAL CONSIDERATIONS

The action of the CTC on July 14, 2005 eliminates the necessity of issuing long-term debt backed by sales tax to replace STIP funds for the MetroBase Project and provides the local match for the Congressional Earmarked funds to acquire the Greyhound property for the Pacific Station project.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 22, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ISSUING A REQUEST FOR PROPOSALS FOR THE SERVICES OF A REAL ESTATE BROKERAGE FIRM TO PROMOTE AND MANAGE THE SALE OF THE PROPERTY OWNED BY METRO AT 25 SAKATA LANE, WATSONVILLE, CALIFORNIA.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to issue a Request for Proposals (RFP) to obtain the services of a real estate brokerage firm to promote and manage the sale of the property located at 25 Sakata Lane, Watsonville, California.

II. SUMMARY OF ISSUES

- The Maintenance and Operations Facility located at 25 Sakata Lane, Watsonville has not been operational since it was destroyed by the 1989 Loma Prieta Earthquake in 1989.
- The land acquisition and construction cost of the Maintenance and Operations Facility was funded by the Federal Transit Administration (FTA) who retains an interest in the property.
- The Federal Transit Administration has agreed to allow the proceeds from the sale of the Maintenance and Operations Facility property to be used as funding for the MetroBase Project.
- The Board of Directors approved selling the Maintenance and Operations Facility property using competitive bids with a minimum bid of \$4,000,000.
- At the bid opening of June 10, 2005, no bids were received for the Maintenance and Operations Facility.
- A professional real estate brokerage firm could assist METRO in promoting and selling the Maintenance and Operations Facility Property.
- Staff recommends that a Request for Proposals (RFP) be issued to obtain the services of a real estate brokerage firm to promote and manage the sale of the Maintenance and Operations Facility property.

III. DISCUSSION

The Maintenance and Operations Facility (MOF) located at 25 Sakata Lane, Watsonville was destroyed by the 1989 Loma Prieta Earthquake. The property acquisition and construction cost for the MOF was funded by the Federal Transit Administration which maintains a financial interest in the property. The FTA has agreed to allow the proceeds from the sale of the MOF to be used to assist in funding the MetroBase project. The Board of Directors approved selling the Maintenance and Operations Facility property using competitive bids with a minimum bid of \$4,000,000. There were two interested parties in attendance at the pre-bid conference. However on June 10, 2005 no bids for the MOF property were received.

In reviewing the bid process it appears that a better means of communicating the information regarding the Sakata Lane property is necessary. It also may be necessary to allow contingency bids in order to expand the number of potential bidders. A professional real estate firm with expertise in industrial property sales could assist METRO in promoting and managing the sale of the Sakata Lane property.

Staff recommends that the Board of Directors authorize the General Manager to issue a Request for Proposals (RFP) to obtain the services of a professional real estate brokerage firm for the sale of the property located at 25 Sakata Lane in Watsonville.

IV. FINANCIAL CONSIDERATIONS

Funding for the services of a brokerage firm for the sale of the property at Sakata Lane will be provided from the proceeds of the sale.

V. ATTACHMENTS

None